

THIS AGREEMENT ENTERED INTO  
THIS 22<sup>nd</sup> DAY OF MARCH, 2021

BETWEEN

**NATIONAL DIABETES TRUST**  
Clothesline Program Calgary  
(Herein referred to as the Trust)

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO 362**  
(Herein referred to as the Union)

Effective March 14, 2020 to March 13, 2024

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## **ARTICLE NO. 1 - CO-OPERATION**

- a) It is recognized by this Agreement to be the duty of the Trust, the Union and the employees to fully co-operate, individually and collectively, for the advancement of conditions and improvement in efficiency of operations.
- b) It is mutually agreed that there shall be no strike, lockout, or slowdown, whether sympathetic or otherwise, during the term that this Agreement is in force.

## **ARTICLE NO. 2 - RECOGNITION and SCOPE**

- a) The Trust recognizes the Union as the sole bargaining agent for employees described in the Alberta Labour Relations Board Certificate #63-2012 as "All employees of Clothesline in Calgary" save and except supervisors and those above the rank of supervisor.
- b) In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

## **ARTICLE NO. 3 - DURATION OF AGREEMENT**

- a) This Agreement shall remain in full force and effect from March 14, 2020 up to and including, March 13, 2024 and will continue automatically thereafter for periods of one year each unless either party provides written notification to the other, within 120 days but not less than 60 days prior to the expiry date, that it wishes to amend this agreement.
- b) If a new agreement is not reached prior to the expiry date, the terms and conditions of this agreement will continue in effect until a new agreement is agreed upon or until the proper procedures under the Alberta Labour Relations Code regarding strike or lock-out have been complied with and a strike or lock-out occurs.

## **ARTICLE NO. 4 - UNION SECURITY**

- a) The Union recognizes the right of the Trust to hire whomever they choose, subject to the seniority provisions contained herein.
- b) The Trust agrees that when new employees are hired, the Trust shall have such employee complete the required Application for Union Membership cards, as supplied by the Union to the Trust, and mail same to the Union offices within fourteen (14) calendar days.
- c) All employees shall be required to become and remain a member in good standing of the Union, as a condition of employment with the Trust.
- d) It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by the Union.
- e) Business Representative: A full time representative of the Union shall be entitled to visit the Trust's premises to deal with matters arising out of the administration of this Agreement provided he schedules this with the Trust in advance and that this activity does not interfere with the Trust's business operations.

- f) The Union shall elect or appoint two (2) Shop Stewards from among its members in the Bargaining Unit; one shall be from the driver group and one from the office group. The Union will notify the Trust in writing of such appointments or election.

The Trust shall recognize the Shop Stewards and shall not discharge or discriminate against him or other employees for lawful Union activity.

Shop Stewards will suffer no loss of regular pay when attending grievance meetings during their regular scheduled hours of work.

- g) No employee shall be asked or permitted to make a written or verbal agreement, which may conflict with the provisions of this agreement.

#### **ARTICLE NO. 5 - DEDUCTION of UNION DUES**

- a) The Trust agrees that it will deduct from the wages of each employee covered by this Agreement the amount of the regular monthly membership dues payable by a member of the Union. The amount shall be deducted from one pay each month and remitted monthly to the Union along with a list of the employees. The Trust shall also deduct, in four (4) equal installments, and remit to the Union the amount of initiation fees which a member has authorized the Trust to deduct by a written authorization.

The Trust also agrees to deduct the other accessorial charges or fines as levied by the Union and so indicated on the monthly check off list as provided by the Union to the Company.

- b) In case of a Union member being off through sickness or on vacation during the dues deduction pay period, his dues shall be taken off his first pay following his return to work.
- c) The Employer shall supply each employee a receipt for tax purposes in the amount of deduction paid to the Union in the previous calendar year.

#### **ARTICLE NO. 6 - MANAGEMENT RIGHTS**

The Union acknowledges that is the exclusive function of the Trust to:

- a) Maintain order, discipline and efficiency
- b) Hire, retire, transfer, classify, appoint, promote, demote, layoff, recall, suspend, discharge, or other wise discipline employees provided that if any employee has been discharged or disciplined without just cause, or promoted, demoted, classified, laid off or recalled contrary to the terms of this Agreement a grievance may be filed in accordance with the Grievance Procedure
- c) Make and enforce from time to time such reasonable rules and regulations, including Standard Operating Procedures, as the Trust considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations provided that they are not inconsistent with the express provisions of the Agreement; the Union will be advised of any changes or additions to rules and regulations.

- d) Manage the Trust without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and facilities and change schedules of work; to determine any necessary qualifications and methods of training; to determine programs, complement, organization and the number, location and classification of employees required from time to time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express.

#### **ARTICLE NO. 7 - LEAVES of ABSENCE**

- a) Employees requesting a leave of absence shall make their request in writing to the Trust at least thirty (30) days prior to the proposed commencement date except in the case of personal emergency. The employee's request shall contain:

- i) His reason for the proposed absence;
- ii) His commencement date and the requested absence and;
- iii) The exact return date from his absence.

The Trust shall reply in writing within seven (7) calendar days.

- b) The granting of such leave of absence is at the sole discretion of the Trust and shall be without pay. In the normal course of a leave of absence shall not exceed thirty (30) days. During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority.
- c) Any employee on a leave of absence engaged in gainful employment without prior written permission from the Trust shall forfeit his seniority rights and his name will be stricken from the seniority list and he will be no longer considered an employee of the Trust.
- d) Jury Duty - Any employee who is required to perform jury or witness duty on a day which he would normally have worked will be reimbursed by the Trust, for the difference between the pay received for jury or witness duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness duty and shall, subject to this provision, make himself available for work before or after being required for such jury or witness duty whenever practicable.
- e) Bereavement Leave – In the case of death in the immediate family, (Spouse, Adult interdependent partner or Common-law partner, Children (and their partner/spouse), Current or former Foster children (and their partner/spouse), Current or former wards, Parents, Step-parents and/or current or former guardians (and their partner/spouse), Current or former foster parents, Siblings, Half-siblings, Step-siblings (and their partner/spouse), Grandchildren, Step-grandchildren (and their partner/spouse), Grandparents, Step-grandparents, Aunts, Uncles, Step-aunts, Step-uncles (and their partner/spouse), Nieces, Nephews (and their partner/spouse), A person the employee is not related to but considers to be like a close relative) upon notification to the Employer, the affected employee shall be granted four (4) days Leave of Absence with pay. Bereavement leave may be extended when, at the discretion of the Employer, additional time is necessary.

Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during bereavement leave.

- f) Maternity Leave - shall be as defined and outlined in the Alberta Employment Standards Code. The employee shall give the Association six (6) weeks notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Trust upon expiration of the Leave, four (4) weeks notice shall be provided to the Trust and the Trust shall reinstate her to her former position at not less than the same wages and benefits.
- g) Parental Leave - shall be as defined and outlined in the Alberta Employment Standards Code. When an employee wishes to take Parental Leave the employee shall give the Trust six (6) weeks notice, in writing, of the day upon which he or she intends to commence the Leave. Where an employee intends to resume their employment with the Trust upon expiration of the Leave, four (4) weeks notice shall be provided to the Trust and the Trust shall reinstate him or her to her former position at not less than the same wages and benefits.
- h) Paternity Leave - an employee whose partner has given birth shall be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home.
- i) The Trust shall allow time off without pay to any employee who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business and that fourteen (14) calendar days written notice is provided by the Union specifying the length of time off requested.

**ARTICLE NO. 8 - PROBATIONARY EMPLOYEES**

- a) Employment with the Trust is subject to satisfactory completion of probationary period of seven hundred and twenty (720) hours worked.
- b) The probationary period can be extended up to an additional period of seven hundred and twenty (720) hours. The parties may mutually agree to extend the probationary period.
- c) In the case of discharge of a probationary employee, the standard will be that the Trust will not discharge him or her in a manner that is discriminatory or in bad faith.

**ARTICLE NO. 9 - DISCIPLINE**

- a) Employees shall receive a copy of any verbal, written, or disciplinary letters that are placed on their file, with a copy to the Union. Such letters shall become part of the employee's work history. When the Company schedules a meeting with the employee in this regard, the Company shall provide the employee with the option of Union representation as such meeting.
- b) If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge.
- c) Employees covered by this Agreement will have access to their personnel file upon written request by the employee involved during normal office hours.

**ARTICLE NO. 10 - GRIEVANCE PROCEDURE**

- a) If a difference arises between the Trust and the Union or between the Trust and one or more of its employees, regarding the interpretation or application of this agreement, the difference must be settled without stoppage of work through the following the applicable procedures of settlement.

b) By Employees:

Step 1: The employee or group of employees, in the event of a group grievance, is required to first seek to settle the difference by discussing it with his or her immediate supervisor no later than seven (7) calendar days of the act giving rise to the grievance or the date of knowledge of the incident or matter giving rise to the grievance. The employee may have a Union steward of his or her choice in attendance.

Step 2: If the difference is not resolved at Step 1 the grievance may be reduced to writing and taken up by the Secretary-Treasurer of the Union or designate and the Operations Manager or designate. The grievance must contain the following information:

- a) The nature of the grievance
- b) The remedy or correction required; and
- c) The specific clause(s) of the agreement and, if applicable, any statute claimed to have been infringed.

Such grievance must be submitted no later than seven (7) calendar days after the completion of Step 1

Step 3: Failing settlement at Step 2 such grievance may be referred to and taken up between the Secretary-Treasurer of the Union or designate and the manager authorized by the Trust.

c) By the Trust or the Union Grievances:

Either the Trust or the Union may file a policy grievance concerning the interpretation or application of this agreement. The grievance must be submitted in writing to the other party within seven (7) calendar days of the act giving rise to the grievance or the date of knowledge of the incident or matter giving rise to the grievance, shall commence at Step 3 above, and must set forth the following information:

- a) The nature of the grievance and alleged facts supporting the grievance;
- b) The remedy or correction required; and
- c) The specific clause(s) of the agreement and, if applicable, any statute claimed to have been infringed.

The Policy Grievance Procedure cannot be used for processing an individual grievance and an individual grievance cannot be filed as a policy grievance.

Step 4: Failing settlement at Step 3 either the Trust or the Union, as applicable, may refer the dispute, by written notice to the other to an impartial single arbitrator. The written notice must contain the names of at least three persons who would be acceptable to act as a single arbitrator.

Within seven (7) days of receipt of the written notice of arbitration, the other party will agree to one of the nominated arbitrators or, alternatively, will name its nominee. If the Parties fail to agree to a single arbitrator within fourteen days of service of the written notice of arbitration, either Party may request that the Director of Mediation Services appoint an Arbitrator.

d) The decision of the single arbitrator is final and binding on the Parties to the dispute. The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement, nor shall the Arbitrator add to, alter, or amend any of the provisions contained herein.

e) The time limits expressed in this section are exclusive of Saturdays, Sundays, and statutory holidays.

- f) Any complaint or grievance which is not commenced or processed through to the next stage of the grievance or arbitration procedures within the time specified in this Agreement shall be deemed to have been forfeited and abandoned. However, the limits specified in the grievance procedure may be extended only by mutual agreement in writing between the Trust and the Union, provided that such extension for any grievance shall not be a waiver of the time limits for any subsequent grievance.
- g) If the recipient of a grievance fails to respond within the time-limits prescribed in this section, the grievance may be advanced to the next step provided that it is advanced within the applicable time limit.
- h) The Parties will bear equally the expense of the Arbitrator.

**ARTICLE NO. 11 - SENIORITY FOR EMPLOYEES**

- a) Seniority is the total duration of continuous service by an employee within the bargaining unit, since the employee's last date of hire.
- b) It is the responsibility of each employee to keep the Trust informed at all times, in writing, as to his correct home address and telephone number.
- c) Employees shall have no seniority rights during their probationary period. Upon satisfactory completion of the probationary period, the employee's name shall be placed on the seniority list effective the first day of employment.
- d) The Trust and the Union accept the principles of seniority in lay-offs, recall, new jobs and vacancies, and promotions within the bargaining unit provided the employee has the necessary qualifications for the position, then length of seniority will apply. For the purpose of this Agreement "qualifications" shall mean, skill, ability, attitude, knowledge, experience, and physical fitness to perform all the requirements of the position to the satisfaction of the Trust and shall include an assessment and consideration of past performance. The Trust agrees to post any new or existing job vacancy on both the Driver's and CSA's bulletin boards. This does not restrict the Trust from posting these positions on other internal or external job posting sites.
- e) The seniority list for employees shall be prepared and posted by the Trust on the Union bulletin board at the beginning of January of each year.
- f) Seniority shall terminate and an employee will be deemed to be terminated and all seniority rights and privileges lost when he:
  - i) Voluntarily quits or retires his employment;
  - ii) Is discharged for just cause;
  - iii) Is recalled from layoff and fails to report to work within seven (7) calendar days after being notified by Registered Mail, Courier, or personal phone conversation followed by written confirmation by Registered Mail or Courier to the employee's last known address;
  - iv) Fails to return to work upon termination of an authorized leave of absence, unless in the opinion of the Trust, the reason of such absence is reasonable;
  - v) Is absent without leave for three (3) scheduled shifts without permission;
  - vi) Is laid off for a continuous period equal to the employee's seniority or six months, whichever is less;
  - vii) If an employee accepts other employment while on an approved leave of absence, without prior written permission from the Trust, he shall be considered terminated and removed from the seniority list.



- g) In the event of a lay-off, Part-Time employees shall be laid off prior to Full-Time employees in the same classification.
- h) When an employee is laid off for lack of work, his name shall remain on the seniority list for twelve (12) months, and in the event of any job opening the most senior employee, who is qualified to do the job, shall be first recalled from layoff. It is the responsibility of such employees to provide the Trust with his current phone number and address, and the Trust shall be entitled to progress down the seniority list to the employee who has maintained his current phone number and address with the Trust. The Trust shall act reasonably in matters of recalling employees.
- i) It is understood that employees who move outside of the bargaining unit for six (6) months or less will maintain, but not accumulate seniority while so employed. Seniority previously accumulated while in the bargaining unit will be reinstated upon returning to the bargaining unit employment, provided there has been no break in service with the Trust.
- j) Drivers must maintain a valid Class 5 Alberta driver's license as a condition of continued employment.

**ARTICLE NO. 12 - GENERAL HOLIDAYS**

- a)
 

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

In addition to the General Holidays listed above, each employee will be entitled to one (1) floater day per calendar year that may be taken at any time, upon mutual agreement.

Employees who have completed thirty (30) days of employment, shall be entitled to the General Holidays listed above: Full-time employees are entitled to a regular full days pay at their regular hourly work time job classification rate for the General Holidays as listed. Part-time employees shall be entitled if they have worked ten (10) shifts in the thirty (30) days immediately preceding any General Holidays. Part-time employees shall be paid the average hours of all shifts worked in the preceding thirty (30) days at their regular hourly work time job classification rate.

- b) In the event an employee is requested to work on a General Holiday, he shall receive time and one half (1 ½) for all hours worked.
- c) Should one (1) of the above-named Holidays fall during an employee's annual vacation, he shall be given a day in lieu of, to be taken either at the start of his vacation, or at the completion of his vacation, unless otherwise agreed upon.
- d) Where a General Holiday falls on a regular employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday.

**ARTICLE NO. 13 - ANNUAL VACATIONS**

a) The Trust shall maintain the current Vacation Policy, as described below, without reduction for the term of this Collective Agreement.

b) For Full time employees:

Years of Service	Vacation Entitlement
After six (6) months to one (1) year	Ten (10) Days
After one (1) year to five (5) years	Fifteen (15) Days
After five (5) years to ten (10) years	Twenty (20) Days
After ten (10) years	Twenty five (25) Days

c) Vacation Calculation: Vacations will be calculated on the calendar year and accrued as earned, at the following rates:

Days of Entitlement	Accrual Rate
10	.84 days/month
15	1.25 days/month
20	1.67 days/month
25	2.09 days/month

d) Part time employees will receive their vacation pay on every pay cheque at the following rates:

Up to one (1) year	four percent (4%) of their gross salary
After one (1) year to five (5) years	six percent (6%) of their gross salary
After five (5) years	eight percent (8%) of their gross salary
After ten (10) years	ten percent (10%) of their gross salary

**ARTICLE NO. 14 - MEDICAL EXAMINATIONS**

a) The Employer will pay for all Doctors notes related to WCB or functional capacity, and when an employee is directed to a doctor specified by the Trust. The Employer will not pay for Doctors Notes related to absenteeism. Such requests for Doctors notes will not be made unreasonably.

**ARTICLE NO. 15 - WAGES AND CLASSIFICATIONS**

Effective March 14, 2021: Zero percent (0%) increase to all classifications

Effective March 14, 2022: One and a half percent (1.5%) increase to all classifications

Effective March 14, 2023: One and a half percent (1.5%) increase to all classifications

Sub-Section	Current Wage Rate	March 14, 2021	March 14, 2022	March 14, 2023
Jr. Clerk –less than 365 days service	\$ 19.31	\$ 19.31	\$ 19.60	\$ 19.89
Jr. Clerk – with more than 365 days service	\$ 20.32	\$ 20.32	\$ 20.62	\$ 20.93
Sr. Clerk – with less than 365 days service	\$ 21.64	\$ 21.64	\$ 21.96	\$ 22.29
Sr. Clerk – with more than 365 days service	\$ 23.40	\$ 23.40	\$ 23.75	\$ 24.11
Driver Helper – with less than 365 days service	\$ 18.68	\$ 18.68	\$ 18.96	\$ 19.24
Driver Helper – with more than 365 days service	\$ 19.70	\$ 19.70	\$ 20.00	\$ 20.30
Driver – with less than 365 days service	\$ 20.83	\$ 20.83	\$ 21.14	\$ 21.46
Driver – with more than 365 days service	\$ 22.50	\$ 22.50	\$ 22.84	\$ 23.18
ADS Attendant	\$ 14.74	\$ 15.00	\$ 15.23	\$ 15.45

Effective March 14, 2020: Seven hundred and fifty dollar (\$750.00) signing bonus in lieu of retroactive wage increase to be paid to all employees that are actively employed with the Canadian Diabetes Trust. Laid-off employees will receive the signing bonus within thirty (30) days upon their return to active employment with the Company.

**ARTICLE NO. 16 - HOURS OF WORK AND OVERTIME**

- a) The normal workday shall consist of the hours of work outlined below. Upon presentation of the employee at work, at their scheduled start time, unless otherwise notified, the employee shall be guaranteed the hours of work or pay. The proceeding notwithstanding, the Trust reserves the right to offer non-bargaining unit work to the employee to complete the hours schedule on days where circumstances beyond the control of the Trust exist. (e.g. inclement weather) Where the employee chooses not to perform such work he shall be paid a minimum of two (2) hours where he leaves prior to commencing his workday, four (4) hours where his workday has been started and actual hours if he has worked beyond four (4) hours in the day. It is understood that an employee's work day shall be comprised of duties associated with his classification.
  - i) Full time Drivers and Drivers Helper - Eight (8) consecutive hours of work per day
  - ii) Full time Office Staff - Seven (7) consecutive hours of work per day

- iii) Daytime CSA Staff - Up to seven (7) consecutive hours of work per day. This shall in no way be a guarantee of hours per week.
- iv) Evening CSA Staff - Four (4) consecutive hours of work per day
- b) Full Time employees are defined as any employee who is normally scheduled to work seventy (70) hours or more in a pay cycle on a regular basis.
- c) The work week for full time employees shall consist of five (5) consecutive days, Monday through Friday; however, this shall not prohibit the Trust from establishing other work weeks for full time employees.
- d) The hours of work shall be reduced by one (1) regularly scheduled workday eight (8) hours in any week in which a Statutory Holiday falls.
- e) All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for or banked at the rate of time and one-half (1 ½) the regular hourly rate of pay.

All overtime hours shall be banked at the applicable overtime rate and placed in the employee's overtime bank or may be paid out at any time at the Employee's request.

The overtime bank shall be held as a cash value of the hours earned at the earned rate.

With seven (7) calendar days' written notice to their supervisor, and by mutual agreement, an employee shall be allowed to take time off. Mutual agreement shall not be unreasonably withheld. Such time off shall be paid from the overtime bank at the appropriate straight time rate of pay.

At the end of the last pay period of each fiscal quarter, an employee's overtime bank shall be automatically paid out.

- f) All overtime hours shall be allocated on the basis of seniority in a voluntary manner, provided the employee is capable of performing the work. However, upon reaching the bottom of the seniority list, the junior qualified employee shall be required to work overtime. It is understood that the Trust shall have the right, subject to the provisions of the Article to have the employee on the route complete the route regardless of seniority.
- g) No employee will be required to work on their designated days of rest or General Holidays.
- h) All full time employees will receive one half (1/2) hour paid lunch break.
- i) All Employees and Management are expected to treat all persons with courtesy and consideration and must not engage in discrimination, harassment, violence or bullying of any kind. Prohibited grounds for harassment are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.

It is understood that both the Employer and the Union shall co-operate in every way to reduce or eliminate any type of harassment, violence or bullying in the workplace and as per the Human Rights and Workplace Violence Policies.

- 16.1 A part-time shift can be established where there is insufficient work to establish a full-time shift or where workload/demands warrant increases to staffing on a temporary basis. Part-time employees are defined as employees who are hired to supplement the regular work force.

Upon request the Employer shall send to the Union a list of Part-time drivers hours.

#### **ARTICLE NO. 17 - PAY DAY AND PAY STATEMENTS**

- a) In the event the Trust establishes a new classification within the bargaining unit during the durations of this collective agreement, the Trust will notify the Union, in writing, of the new job title and wage rate. Following notification, the Union may request a meeting with the Trust to discuss and if not agreed upon, the Union may access the grievance procedure as a policy grievance.
- b) All employees covered by this Agreement shall be paid for all time spent in the service of the Trust. Pay time shall be computed from the time the employee reports for duty or registers in, whichever is later, until he is effectively released from duty.
- c) All employees covered by this Agreement shall be paid out not less frequently than every second Thursday for all wages earned by such employees to a day not more than seven (7) days prior to the date of payment.
- d) The Trust shall provide every employee covered by this Agreement with a separate detachable itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime worked and all deductions made from the gross amount of wages.
- e) Any error in payroll by the Employer, of twenty-five dollars (\$25.00) or more, shall be paid to the employee within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays of the error being brought to the attention of the Management. All pay adjustments will be explained in full.

#### **ARTICLE NO. 18 - HEALTH and WELFARE PLAN**

- a) The Trust shall maintain the current Health and Welfare Plan without reduction for the term of this Collective Agreement, and such costs as are associated with the Plan shall be cost shared between the employee and the Trust.
- b) All full time employees are eligible for the Group Benefit Plan, excluding Long Term Disability, once they have completed a three (3) month waiting period from their date of hire. Full time employees are eligible for Long Term Disability once they have completed a six (6) month waiting period from their date of hire.
- c) There are three (3) categories for coverage under the current Health and Welfare Plan:
  - i) Single coverage
  - ii) Couple coverage (employee plus one dependent) and
  - iii) Family coverage (employee plus more than one dependent).
- d) The Trust will pay eighty-five percent (85%) of the premiums for Health and Dental coverage; employees will pay fifteen percent (15%) of these premiums through payroll deduction.

- e) The Trust will pay the full cost of the premiums for Life Insurance, Long Term Disability, AD & D coverage and Dependent Life Insurance. (for child; no coverage for spouse).
  - f) Participation in the Health and Welfare Plan will be voluntary
  - g) Full time employees are eligible to earn one (1) paid sick day per month for each month in which the employee has received at least fifteen (15) days pay at straight time rates, to a maximum bank of twelve (12) sick days per year. Unused sick days will be carried over to the new calendar year with the maximum carry over being twelve (12) days. Any unused sick days beyond the bank of twelve (12) days will be placed in an Attendance Reward Bank and paid out at one hundred percent (100%) at the end of each calendar year. Employees can not take more than twelve (12) sick days per annum.
- 18.1 The Employer agrees to provide a safety footwear allowance to all employees by reimbursing up to one hundred dollars (\$100.00) per year, provided receipts are submitted. Safety footwear must be CSA approved and comply with the Employer's Policies and Procedures.

#### **ARTICLE NO. 19 - PENSION PLAN**

- a) The Trust shall maintain its current Retirement Plan for employees without reduction for the term of this Collective Agreement.
- b) All full time employees are eligible for the Pension Plan once they have completed a six (6) month waiting period from their date of hire. The Trust will provide instruction on which forms are required to be filled out in order for enrollment.
- c) The Trust will contribute two percent (2%) on behalf of the employee.

The Trust will provide the necessary forms if employees choose to make voluntary contributions to the plan.

#### **ARTICLE NO. 20 - SEPARATION OF EMPLOYMENT**

- a) If an employee is terminated, discharged or resigns, he shall receive his final pay cheque, including all monies owing to him, in accordance with Alberta Employment Standards.
- b) The Employer shall give a Record of Employment (ROE) Certificate to any employee who has been employed for at least seven (7) days, within five (5) calendar days of the last day worked or terminated or the date the employer becomes aware of the separation of employment.
- c) This Article shall not apply where an employee has failed to surrender all necessary documents, uniforms, keys or other property belonging to the Trust.

**ARTICLE NO. 21 - NO STRIKE - NO LOCKOUT**

- a) During the term of this Agreement, or while negotiations for a further Collective Agreement are being held, the Union will not permit or encourage any strike, slowdown, job action or stoppage of work or otherwise restrict or interfere with the Trust's operations through the Union's members. The term "slowdown" means the willful restrictions or reduction of operations or production of an employee or the Union which is within the reasonable control of the employee or the Union
- b) During the term of this Agreement, or while negotiations for a further Collective Agreement are being held, the Trust will not engage in any lock-out of employees.

SIGNED THIS 18<sup>th</sup> DAY OF May, 2021

**ON BEHALF OF THE EMPLOYER:**  
National Diabetes Trust

*Thomas Guy*

\_\_\_\_\_  
Thomas Guy, National Director,  
Operations

**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362

*[Signature]*

\_\_\_\_\_  
Michael Dunphy, Business Agent

*Aaron Faybush*

\_\_\_\_\_  
Aaron Faybush, Market Director,  
Western Canada

*[Signature]*

\_\_\_\_\_  
Lukas Eichel-Fominov, Business Agent

**LETTER OF UNDERSTANDING # 1**

**BETWEEN:** NATIONAL DIABETES TRUST  
**AND:** GENERAL TEAMSTERS LOCAL UNION 362  
**RE:** CONTRACTING OUT

The Parties hereto agree to the following:

The Trust shall not contract out bargaining unit work, which would result in a layoff or eliminate a bargaining unit position.

This article shall not limit the Trust's right to engage outside casual personnel, to perform bargaining unit work in circumstances where a bargaining unit member is not available to perform the work or where, in the judgment of the Trust, workload/demands warrant additional staffing on a temporary basis.

**SIGNED THIS** 18th **DAY OF** May, 2021

**ON BEHALF OF THE EMPLOYER:**  
National Diabetes Trust

**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362

*Thomas Guy*

\_\_\_\_\_  
Thomas Guy, National Director,  
Operations

*Michael Dunphy*

\_\_\_\_\_  
Michael Dunphy, Business Agent

*Aaron Faybush*

\_\_\_\_\_  
Aaron Faybush, Market Director,  
Western Canada

*Lukas Eichel-Fominov*

\_\_\_\_\_  
Lukas Eichel-Fominov, Business Agent



## LETTER OF UNDERSTANDING # 2

**BETWEEN:** NATIONAL DIABETES TRUST

**AND:** GENERAL TEAMSTERS LOCAL UNION 362

**RE:** ATTENDED DONATION SITE (ads) ATTENDANT CLASSIFICATION

WHEREAS the parties have entered into a Collective Agreement dated March 14, 2020 to March 13, 2024;  
and

WHEREAS the Employer may implement a new job classification; and

WHEREAS the parties have previously discussed the implementation of this new job classification;

1. In accordance with Article 16, the Employer is establishing and creating a new Classification to support new business opportunities within the Calgary Operation (as outlined in Article 2(a)).
2. The new classification is titled Attended Donation Site (ADS) Attendant.
3. The ADS Attendant will be assigned to work at newly established ADS sites across the city.
4. The ADS attendants will be responsible for greeting and assisting customers with drop offs, weighing product, recording and reporting to local operation team in accordance with the attached job description.
5. Drivers will pick up the product that has been accepted on a daily basis or as operationally required.
6. ADS Attendants will be hired on both a Full Time and Part Time basis in accordance with the Collective Agreement.
7. Each ADS location will have site specific hours as operationally appropriate. And will be determined based on other business hours near the location and may fluctuate based on seasonal changes and changes in production output.
8. The wage rate for this position will be \$15.00 per hour.
9. The Employer will ensure that all precautions will be taken to ensure the health and safety of the ADS Attendant. Each ADS container will have a designated seating area for employees within the container that is free of donations.
10. The Employer agrees to provide all part-time employees with pay for a minimum of four (4) hours on any scheduled shift.
11. The parties agree that the Union can remove agreement to this Letter of Understanding upon 30 days written notice to the Employer.
12. The parties agree to review the wage rate and sustainability of the position.
13. All other terms and conditions will be in accordance with the Collective Agreement.
14. This Memorandum of Agreement constitutes the entire agreement between the parties. No party has relied on any promise or representation except those express undertakings contained herein. All parties acknowledge that they have carefully read this agreement and executed it of their own free act.

**LETTER OF UNDERSTANDING # 2 (Continued)**

This Memorandum of Agreement will remain in place for the duration of the current Collective Agreement, and that any disagreement between the parties regarding the implementation and interpretation of this Letter shall be subject to the grievance procedure at outlined in Article 9 of the Agreement.

**SIGNED THIS 18th DAY OF May, 2021**

**ON BEHALF OF THE EMPLOYER:**

National Diabetes Trust




Thomas Guy, National Director,  
Operations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Michael Dunphy, Business Agent



Aaron Faybush, Market Director,  
Western Canada



Lukas Eichel Fominov, Business Agent

**LETTER OF UNDERSTANDING # 3**

**BETWEEN:** NATIONAL DIABETES TRUST

**AND:** GENERAL TEAMSTERS LOCAL UNION 362

**RE:** IMPLEMENTATION OF TEN (10) HOUR SHIFT BLOCKS

- 1) Upon notification to the Union, the Employer may implement 4 x 10 hour shifts blocks for full time employees. The employer shall notify the Union, in writing, at least fourteen (14) days prior to implementation of the 4 x 10 hour shift blocks.
- 2) Upon implementation of the 4 x 10 hour shift blocks, the Company agrees to post the available shift blocks and allow employees, to exercise their seniority and select their shift block.
- 3) All hours worked in excess of ten (10) hours per day or forty hours per week shall be paid out or banked at the rate of one-half (1.5) the regular hourly rate of pay.

All over time hours shall be banked at the applicable over time rate and placed in the employee's overtime bank or may be paid out at any time at the Employee's request.

The overtime bank shall be held as a cash value of the hours earned at the earned rate.

With seven (7) calendar days' written notice to their supervisor, and by mutual agreement, an employee shall be allowed to take time off. Mutual Agreement shall not be unreasonably withheld. Such time off shall be paid from the overtime bank at the appropriate straight time rate of pay.

At the end of the last pay period of each fiscal quarter, an employee's overtime bank shall be automatically paid out.

- 4) All breaks will be provided as outlined in the Collective Agreement.

The Parties agree this Letter of Understanding will remain in effect for the duration of the Collective Agreement.

**SIGNED THIS** 18th **DAY OF** May, 2021

**ON BEHALF OF THE EMPLOYER:**

National Diabetes Trust

*Thomas Guy*

Thomas Guy, National Director,  
Operations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

*Michael Dunphy*

Michael Dunphy, Business Agent

*Aaron Faybush*

Aaron Faybush, Market Director,  
Western Canada

*Lukas Eichel Fominov*

Lukas Eichel Fominov, Business Agent