

COLLECTIVE AGREEMENT

Between

TRACKER LOGISTICS INC.
(Hereinafter referred to as the “Company”)



and

Unifor
LOCAL 4050
(Hereinafter referred to as the “Union”)



Effective November 1st, 2016 to October 31st, 2020

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ARTICLE 1 – INTRODUCTION

1.01 Purpose:

The Union and the Company shall ensure that all persons working for Tracker Logistics Inc. are treated equally with integrity, trust, and respect. The Company and the Union shall endeavour at all times to promote a work environment which is supportive of the safety, productivity, and personal goals of every employee. We are a team dedicated to providing our client with service excellence and efficiency. To this end, both parties will maintain open lines of communication promoting harmonious labour relations and satisfactory working conditions in an atmosphere of mutual trust and respect.

ARTICLE 2 – UNION RECOGNITION

2.01 Recognition of Exclusive Bargaining Agent:

The Company recognizes the Union as the sole and exclusive collective bargaining agency for all of the employees in the bargaining unit as defined in Certificate Number **12-2014** issued by the Alberta Labour Relations Board dated **January 21, 2014**, subject to the exclusions recognized by the parties, inclusive of the employees listed in Appendix “A” and such other employees as the parties may agree to include, as defined in Article 2.01 hereof, for the purpose of determining all working conditions and conditions of employment.

In the event the Company moves its operation to the **Counties of Leduc, Parkland, Strathcona, Sturgeon, and the City of St. Albert**, the Company agrees to recognize the Union as sole and exclusive collective bargaining agent for those employees located in Edmonton and **Counties of Leduc, Parkland, Strathcona, Sturgeon, and the City of St. Albert, Alberta**, save and except supervisors, persons above the rank of supervisor, sales, clerical and technical staff. This Collective Agreement will apply to the new location.

2.02 Employees Names and Addresses:

The Company, when requested by the Local Union, shall provide within two (2) working days, an updated mailing list with the names and addresses of the employees in the bargaining unit.

2.03 Union Bulletin Boards:

The Company shall provide the Union one (1) bulletin board for the purpose of posting official Union notices, which may be of interest to the Union members. **At Tracker 1 a second bulletin board will be provided for the purpose of focusing on Women’s advocate issues.**

2.04 New Employee Orientation:

The Chief Steward or designate shall be given fifteen (15) minutes alone with all new hires prior to assuming their duties. Such time shall be paid as if the employees and Chief Steward or designate were at work.

2.05 Recognition of Legal Picket Lines:

An employee who feels that it would be harmful to cross a legally constituted picket line will make direct contact with the Company to advise of the circumstances with a view to identifying a method of safe passage.

2.06

No officer, third party, team leader, supervisor, excluded employee or manager of the Company shall perform hourly bargaining unit work but may assist in an emergency, for training purposes, or when required to maintain service levels.

No bargaining unit employee will be laid off, terminated, or suffer a loss of regular or overtime hours due to the use of the persons referenced above.

Should such a situation arise, the supervisor will advise a shop steward of their intention to exercise this clause.

2.07

The Company agrees not to enter into any Agreement or contract with the hourly bargaining unit employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01

The Union acknowledges and recognizes that all matters concerning the management of the Company's operations and the direction of the work force are fixed exclusively with the Company and shall remain solely with the Company except as specifically limited by an express provision of this Agreement.

ARTICLE 4 – DEFINITIONS

4.01

The following definitions will assist in interpretation of some clauses of this Agreement:

“Union Representative”

means any person authorized by the Union to act on its behalf in matters pertaining to this Collective Agreement.

“Shop Steward”

means a member of Local 4050 who is elected or appointed amongst the employees covered by this Collective Agreement to act on their behalf.

"Workweek"

A workweek will be considered to be from Sunday 00:01 to Saturday 23:59

"Lead Hand"

A full-time employee who assigns work to other employees under the direction of **the employees'** supervisor. However, they shall not have the authority to hire, suspend, dismiss or discipline employees, nor shall they participate in any disciplinary meetings unless acting on behalf of the member.

ARTICLE 5 – NO DISCRIMINATION

5.01

The Company and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, marital status, family status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity.

5.02

It is understood that the Company and the Union shall co-operate in every way to reduce or eliminate any type of harassment, discrimination, or bullying in the workplace as per the agreed-to Harassment and Discrimination policy.

Normal supervisory responsibility, including the delegation of work responsibilities, the assessment of discipline, or other conduct that does not undermine the dignity of the individual, does not constitute Harassment.

For additional details on Anti-Harassment and Discrimination, refer to the current joint policy. (Details on Anti-Harassment and Discrimination may be found in the Team Member Handbook which is published by the Company and updated from time to time).

(In addition, the Company shall provide worker training pertaining to the most current joint Policy on an annual basis).

ARTICLE 6 – UNION SECURITY AND CHECK

6.01 Membership:

All current employees who have not done so, and all new employees covered by this Agreement shall, as a condition of employment, be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee form supplied by the Union to the Company. The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

All employees shall, as a condition of employment, become and remain members in good standing of the Union.

6.02 Check-Off Process and Procedures:

- a) The Company agrees to deduct from the wages of all employees within the Bargaining Unit, Union initiation fees and monthly dues as laid down by the Constitution and bylaws of the Union. At the end of each calendar month, and by the 15th of the following month, the Company will remit by cheque to the National Secretary Treasurer, the total of the deductions made together with a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- b) The Union agrees to indemnify and hold harmless the Company against any and all liability, which may arise by reason of the check-off by the Company of Union initiation fees and dues from employees' wages in accordance with this Agreement.

ARTICLE 7 – SHOP STEWARDS AND UNION OFFICIALS

7.01 Shop Stewards:

- a) For the purpose of discussing and adjusting grievances arising out of the interpretation, application or alleged violation of this Agreement, the Company shall recognize a maximum of twelve (12) shop stewards (including the chief shop steward) appointed or elected by the Union. The Union agrees to ensure that there

is adequate coverage across all shifts. The Union shall provide a list to the Company of the chief shop steward and shop stewards, whenever any change occurs. The shop steward selected by the Union and recognized by the Company shall be allowed reasonable time off, without loss of pay, during working hours to investigate and deal with grievances.

- b) The shop steward shall not be discriminated against or disciplined for the proper performance of **their** duties on behalf of the Union.

7.02 Leave For Union Business:

- a) The Company will grant unpaid leaves of absences, subject to operational requirements and when requests are made **1 (one) calendar week** in advance, to members of the Union, to attend to Union business outside the workplace. The Union will reimburse the Company within thirty (30) calendar days of invoice for wages paid to attend such Union business.
- b) The Company will grant unpaid leave(s) of absence up to one year to work for the Local or the National Union. Requests are to be made at least two (2) calendar weeks in advance. The Union will reimburse the Company within thirty (30) calendar days of invoice for wages paid and the Company portion of group benefits to attend such Union business.**

7.03 Women's Advocate

One female shop steward shall complete a forty (40) hour women's advocacy training program and a three (3) day update training program when needed delivered by Unifor. All costs, lost time, including travel time, registration where necessary, lodging, transportation, meals and other reasonable expenses where necessary shall be paid through the provisions of Article 15.06 Paid Education Leave.

ARTICLE 8 – MANAGEMENT AND UNION MEETINGS

8.01 Union/Company Meetings:

The Company will conduct periodic meetings with the chief shop steward and three union stewards/representatives on a quarterly basis or as requested by either party. These meetings are to discuss issues related to the business and issues arising from the relationship including matters related to application and/or administration of the Collective Agreement. All meetings will be held on Company paid time.

8.02 Collective Bargaining Meetings:

The Company agrees to recognize three (3) members of the Union bargaining committee and absorb lost time for the Union Negotiating Committee for the purpose of meeting and negotiating a renewal to the Collective Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Informal Discussions:

It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible. It is understood that if an employee has a complaint, or if they believe that they have the basis of a grievance, they shall meet and make an earnest effort to resolve the grievance directly with management. The shop steward of the person's choice must accompany the employee and meet with management, with a view to resolving the matter.

9.02 Grievance Procedure:

Any employee, Union Steward, Chief Shop Steward, Union official or the Company may file a grievance. Any complaint, disagreement, or difference of opinion between the Company and the Union, or employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement or Company policy, shall be considered a grievance.

STEP 1

Following the last informal discussion, the shop steward and/or grievor shall have seven (7) calendar days in which to present the complaint in writing to a person designated by the Company and endeavour to settle the difference. The notice in writing shall briefly but clearly describe the nature of the incident or occurrence, which gave rise to the grievance, and it shall clearly state the provision(s) of the Collective Agreement which has been violated. The supervisor or their designee will reply to the grievance in writing within seven (7) calendar days from the date it was received, to the shop steward and/or grievor, with a copy to the chief shop steward.

STEP 2

Failing a satisfactory settlement at Step 1, and within seven (7) calendar days of receipt of the Company's reply at Step 1, the Union may advance the grievance to Step 2. The manager, or their authorized representative, will meet with the grievor and the chief shop steward or shop steward in their absence, in an attempt to reach a settlement. A Union staff representative may be present at this stage. The manager or their designate shall reply to the grievance in writing within seven (7) calendar days.

STEP 3

Failing a satisfactory settlement at Step 2, the Union may advance the grievance to arbitration provided written notice is given to the Company within thirty (30) calendar days following receipt of the Company's reply at Step 2.

Should the parties agree to a meeting to settle the issue under grievance, such meeting shall be held prior to the selection of the arbitrator to resolve the issue. Such meeting shall include the site manager and or designate, and the National or Local Representative or designate(s) from the Union.

9.03 Union Policy Grievance or Company Grievance:

A Union policy grievance or a Company Grievance may be submitted to the Company or to the Union, as the case may be, in writing, within seven (7) calendar days from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held within seven (7) calendar days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 9.03 hereof. The Company or the Union, as the case may be, shall give its written decision within seven (7) calendar days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within thirty (30) calendar days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

9.04 Time Limits:

The parties agree to make every reasonable effort to submit or advance all grievances within the time limits set out in this Article. An extension to the time limits at the various steps of the grievance procedure may be extended by mutual agreement, in writing, between the Company and the Union. Such extensions shall not be unreasonably denied.

9.05 Dismissal:

A grievance concerning a dismissal shall be submitted at Step #2.

ARTICLE 10 – ARBITRATION

10.01 Reference:

Each party to the arbitration will be responsible for its own costs and will share equally the cost of a single arbitrator as provided for in the Labour Relations Code.

10.02 Binding Effect:

The arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the Company, the Union and any employee(s) affected by the decision.

10.03 No Power to Modify:

The arbitrator shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any provision of this Agreement or to substitute any new provision for any existing provision or to make any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.

10.04 Authority of the Arbitrator:

The arbitrator may, in a case involving discipline or discharge, substitute such penalty as the arbitrator considers to be just and reasonable in all of the circumstances.

ARTICLE 11 – DISCIPLINE

11.01 Just Cause:

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

11.02 Reasons in Writing:

The Company shall set out reasons in writing **within fourteen (14) calendar days of the incident** for any discipline given to an employee. The Company shall provide the employee and the Union with a copy of any discipline issued to an employee in the bargaining unit.

11.03 Right to Union Representation:

When a member of supervision calls an employee to an interview and the subject of the interview is discipline, the employee must be represented by a shop steward of their choice. Should that shop steward be unavailable or on another shift, then the Company shall schedule the meeting within twenty-four (24) hours to accommodate such a request, unless mutually agreed upon by the Company and the Union.

11.04 Disciplinary Warnings:

Except in the case of discharge, an employee's disciplinary record will not be considered beyond **twelve (12) months of the disciplinary issue and the discipline shall be removed from the employees file, provided no other disciplinary action has taken place.**

11.05 Access to Personnel File:

The Company agrees that an employee shall have access to their personnel file upon request. Copies of all entries into the personnel file will be given to the employee at the time of filing.

11.06 Signing for Discipline:

When an employee signs disciplinary documentation they do so for receipt only and still have full access to the grievance procedure.

11.07

Prior to a disciplinary meeting, the steward attending the meeting on the employee's behalf shall be given the opportunity to review the discipline. The steward shall be allowed to meet privately with the employee(s) prior to the commencement of the meeting, if requested.

ARTICLE 12 – SENIORITY

12.01 Definition of Seniority:

Seniority shall be defined as the length of an employee's service from date of hire within the bargaining unit. Seniority will be established and maintained for all employees in the bargaining unit on a unit-wide basis.

In the event that more than one employee is hired on the same date, the Company will randomly assign each employee with a seniority code number. This number will be used in determining each employee's seniority standing, i.e.: lowest seniority code number will be the highest seniority standing on such date.

12.02 Probationary Period:

All employees will be considered to be on probation and will not be placed on the seniority list and shall not have seniority rights hereunder until after they have worked for the Company in the bargaining unit covered by this Agreement for three (3) months. After an employee has completed their probationary period, their seniority shall be backdated to the first day of hire within the bargaining unit. At any time during this period their employment may be terminated for any reason at the sole discretion of the Company.

12.03 Seniority Lists:

- a) The Company will post an updated seniority list on the bulletin board every three (3) months. Additionally, the Company shall copy the chief steward and forward an electronic copy to the Local Union.
- b) An employee will be allowed to contest the accuracy of the seniority list within sixty (60) calendar days of posting.

12.04 Loss of Seniority:

An employee shall lose their seniority and their name shall be removed from the seniority list for any of the following reasons:

- a) the employee resigns or retires,
- b) the employee is discharged for just and reasonable cause,
- c) the employee overstays their leave of absence,
- d) the employee is absent without leave, in excess of three (3) shifts, without notice, satisfactory to the **Company**,
- e) the employee fails to return from lay-off under the recall procedure, or
- f) the employee is on lay-off for six (6) consecutive months or longer,
- g) when an employee is promoted or transferred outside the bargaining unit,

or
- h) **In the event of a Business Closure under Article 14.**

12.05 Contact Information:

Each employee shall notify the Company of their address, phone number and email address. It shall be the responsibility of each employee to notify the Company of any change of address, telephone number or email address. Letters sent by the Company to address or email address on record, or telephone call (s) to the telephone number on record shall satisfy any obligation on the Company to provide notice to the employee on any provision of this agreement.

ARTICLE 13 – LAYOFFS AND RECALL

13.01 Layoff Procedure:

Whenever it becomes necessary to decrease the workforce, probationary employees will be the first laid off. If further lay-offs are necessary, employees with the least amount of seniority **in each Classification** shall be laid off, provided those remaining employees with more seniority are able to perform the work required. **An employee shall have the right to bump another employee with less seniority provided the senior employee is able to perform the work required.** A copy of the lay-off notice will be given to the Union.

13.02 Recall Procedure:

Employees who are on lay-off shall, as long as their name remains on the seniority list, be subject to recall for six (6) months from date of lay-off.

Employees must report for work within seven (7) calendar days, or within fourteen (14) calendar days if employed elsewhere after being recalled by letter and email being sent from the Company following lay-off, or fails to report for work on the date and the time specified in the notice if longer than the stipulated time frames above, unless the employee and/or Union establishes extenuating circumstances.

An employee who has been laid off and wishes to be recalled must ensure that the Company has **contact information as per Article 12.05**. Failure on the part of the employee to provide this information shall result in the employee forfeiting their recall rights.

Laid off employees who have the ability to perform the work required shall be recalled to service in order of their seniority. A copy of the recall notice will be given to the Union.

13.03 Business Closure

The procedure governing the lay-off, recall and termination of employment as the result of a Business Closure shall be exclusively governed by Article 14, and the procedures established in Articles 13.01 Layoff Procedure and 13.02 Recall Procedure and Appendix “B: PART-TIME EMPLOYEES Articles 13.01 Layoff Procedure and 13.02 Recall Procedure shall not apply during the Closure Period.

ARTICLE 14 – CLOSURE OF BUSINESS

14.01 Definitions:

“Business” means Tracker Logistics Inc.

“Business Closure” means the cessation of the Business within Edmonton, or the Counties of Leduc, Parkland, Strathcona, Sturgeon, and the City of St. Albert and does not include a relocation of the Business to new facilities within Edmonton or the Counties of Leduc, Parkland, Strathcona, Sturgeon, and the City of St. Albert.

“Business Closing Date” – means the date on which the Business ceases operations in Edmonton or the Counties of Leduc, Parkland, Strathcona, Sturgeon, and the City of St. Albert.

“Closure Period” – the period of time between the date of Company’s announcement of the Business Closure to the employees and the Business Closing Date.

14.02 Notification of Business Closure

In the event of a Business Closure, the Company shall provide two (2) days’ advance notice to the Union prior to informing the employees of the Business Closure.

Not less than twelve (12) weeks’ notice prior to the Business Closing Date, the Company shall inform the employees of the Business Closure at a pre-shift meeting and by posting a notice on the bulletin board setting out the Business Closing Date.

The Company shall have the right to modify the Business Closing Date by extending the Closure Period by up to an additional thirty (30) days or by shortening the Closure Period by up to ten (10) days upon providing the Union with three (3) days’ advance notice and the employees with two (2) days’ advance notice by notice given at a pre-shift meeting and by posting a new notice on the bulletin board setting out the revised Business Closing Date.

Any modification to the Business Closing Date made pursuant to Article 14.02 shall not impact the rights and obligations of the parties under Article 14, and in particular, shall not entitle employees to any additional severance pay other than as provided under Article 14.

14.03 Lay-off and Recall During the Closure Period

During the Closure Period, whenever it becomes necessary to decrease the workforce, probationary employees will be the first laid off, followed by part-time employees. If further lay-offs are necessary, employees with the least amount of seniority in each Classification shall be laid off first, provided those remaining employees with more seniority are able to perform the work required. An employee shall have the right to bump another employee

with less seniority provided the senior employee is able to perform the work required. A copy of the lay-off notice will be given to the Union.

Employees on the recall list, as long as their name remains on the seniority list as per Article 12.04 Loss of Seniority, shall be subject to recall for the duration of the Closure Period in accordance with Article 14.

Employees on the recall list, as long as their name remains on the seniority list as per Article 12.04 Loss of Seniority shall be recalled in order of seniority, provided they are able to perform the work. During the Closure Period, employees must report for work within forty-eight (48) hours) after being recalled by an email being sent from the Company to the employee's home email address and phone call.

Employees on the recall list, as long as their name remains on the seniority list as per Article 12.04 Loss of Seniority who wish to be recalled during the Closure Period must ensure that the Company has a current personal email address and phone number for purposes of recall. Failure on the part of the employee to provide this information to the Company shall result in the employee's name being removed from the seniority list, their employment will terminate and they will forfeit their right to receive the severance payment.

14.04 Work During the Closure Period

For the duration of the Closure Period, the Company shall have the right to:

- a) layoff and recall employees in accordance with Article 14.03. Articles 13.01 Layoff Procedure and 13.02 Recall Procedure shall not apply, and APPENDIX "B" PART-TIME EMPLOYEES Articles 13.01 Layoff Procedure and 13.02 Recall Procedure shall not apply;
- b) make use of temporary or casual employees who are not subject to the terms and conditions of this Collective Agreement, when the Company is unable to meet business requirements with existing bargaining unit employees who normally complete that work, including those employees whose name remains on the recall list and their name remains on the seniority list as per Article 12.04 Loss of Seniority, and did not return to work following recall.

Employees will be given forty-eight (48) hours' notice of any changes to their work hours or working conditions, and such changes will be communicated by way of email and phone call.

14.05 Severance Pay

An employee whose employment is terminated as a result of the Business Closure shall be entitled to receive severance pay equal to 1 weeks' regular wages for each completed year of

service, to a maximum of 10 weeks, plus a pro-rata amount for partial years of service calculated based on completed months of service (the “Severance Pay”).

Weekly Severance Pay will be calculated based on the employee’s regular hourly rate times their regular weekly hours, as of the date the closure was announced, (regular hours only, not including overtime hours).

This Severance Pay calculation is inclusive of, and not pyramided on top of, any termination pay under the *Employment Standards Code* of Alberta.

In order to receive the Severance Pay, an employees’ name:

- a) must be on one of the seniority lists and actively at work at the Business Closure Announcement Date, or
- b) must be on one of the seniority lists and on approved leave at the Business Closure Announcement Date, or
- c) must be on one of the seniority lists and laid off no more than three (3) months prior to the Business Closure Announcement Date.

Employees laid off three (3) months prior to the business closure announcement date or during the closure period who fail to return to work following recall under Article 14 will be entitled to severance pay provided for in Article 14.05.

Severance Payment Procedure:

- a) Not later than five (5) days after notice of the Business Closure has been communicated to the employees under Article 14.02, each employee will be provided with a copy of the Company’s form of release and the Company’s calculation of the employee’s Severance Pay. The form and content of the release will be determined solely by the Company.
- b) The employee must sign the release, having their signature witnessed, and the executed release must be received by the Company no later than fourteen (14) calendar days after the Business Closing Announcement Date.
- c) No later than 10 days following the Business Closing Date, provided that the Company has received the employee’s executed release, the Company shall pay the employee their Severance Pay by way of payroll deposit.

No Severance Payable:

An employee will not receive Severance Pay where:

- a) they resign from the Company's employ;
- b) they retire from the Company's employ;
- c) their name is removed from the seniority list under Article 12.04 Loss of Seniority;
- d) they do not return the executed release on or before the required date;
- e) the Business Closure is the result of a fire, flood, strike, bankruptcy/insolvency;
- f) where the Business relocates and the employee is not required by the Company to relocate their place of residence and the employee's employment is not terminated by the Company as a result of the relocation.

14.06 Termination as a Result of Business Closure

Employees shall lose their seniority upon receipt of the Severance Payment and their employment with the Company shall terminate on the Business Closing Date.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Voluntary:

An employee may request a leave of absence without pay, in writing. Such request **should** be made a minimum of one (1) calendar week in advance and list the initial date of leave, the return to work date and the employee's signature. The manager will consider the request based on the length, and operational requirements. **Leaves granted with less than the minimum of one (1) calendar week notice will not be used as precedent setting for other employee leave requests.** Failure to return to work on the designated date will constitute job abandonment. Employees on approved leaves of absence of sixty (60) days or less will continue to accrue seniority during their leave.

15.02 Maternity / Parental / Adoption Leave:

The Company will grant maternity, paternity and adoption leave in accordance with the provisions of the Alberta Employment Standards Code as of July 1, 2009. If the code should be improved upon, the new standards shall become the minimum benefit level with regards to this

Article. An employee shall continue to accrue seniority during maternity/parental/adoption leave.

15.03 Bereavement Leave:

In the event of a death of an employee's immediate family, the employee will be granted three (3) working days' leave without loss of pay. Immediate family is defined as the employee's spouse, (including common-law and same-sex spouse), child, step-child, mother, father, step-parents, parents of spouse (including step-parents) sister, brother, sister-in-law, brother-in-law, grandparents of employee and spouse, grandchildren and legal guardians of the employee. Additional leave without pay may be granted on the request of the employee. In addition, if the employee is notified of the death while at work, they will be excused and paid for the balance of that shift and this time is not chargeable to the three (3) days.

15.04 Jury Duty:

Any employee who, by reason of any summons, subpoena, writ, petition or other legal process requires time off, shall be granted a leave of absence for the period of time required and the employee shall retain and accumulate seniority while on such leave of absence.

Employees who are summoned or subpoenaed for jury selection, jury duty, or as a witness, shall be paid the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employees must show satisfactory proof of receiving the summons or subpoena and must provide the Company with a statement of the pay received when claiming the pay difference. Upon discharge, the employee shall return to work at their regularly scheduled assignment.

Employees who lose time by reasons of being subpoenaed to attend court as a witness in cases in which the Company is directly involved, or subpoenaed as a witness in a coroner's inquest in which the Company is directly involved, will be paid for all time and reasonable expenses upon submission of necessary receipts. Any fee would be assigned to the Company for being a witness.

15.05 Compassionate Leave:

The Company agrees to provide up to eight (8) calendar weeks of unpaid, job-protected, compassionate care leave for an employee to care for a gravely ill or dying **spouse, (including common-law and same-sex spouse), child, step-child, mother, father, step-parents, parents of a spouse (including step-parents) sister, brother, sister-in-law, brother-in-law, grandparents of employee and spouse, grandchildren and legal guardians of the employee** who has a significant risk of death within six (6) months.

15.06 Paid Education Leave:

The Company agrees to pay into a special fund, effective **September 1, 2017, four cents (\$0.04)** per hour per employee for all compensated hours for the purpose of providing Paid Education Leave. Said paid employee leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union - Unifor - and sent by the Company to the following address:

Unifor Paid Education Leave Program
c/o Unifor
205 Placer Court
Toronto, ON M2H 3H9

The Company further agrees, with a minimum of seven (7) calendar days' notice, to allow up to three (3) members of the bargaining unit at one time, selected by the Union, to attend such courses. The leave of absence will be granted without pay for twenty (20) working days' class time, plus travel time where necessary. Said leave of absence is to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave will continue to accrue seniority and benefits during such leave.

ARTICLE 16 – STATUTORY AND GENERAL HOLIDAYS

16.01 Designated Holidays:

- a) All employees will have either eight (8) or ten (10) hours pay at their regular hourly rate for the Statutory Holiday. The following Statutory Holidays will be observed:

| | |
|------------------|-----------------|
| New Years Day | Family Day |
| Heritage Day | Victoria Day |
| Good Friday | Labour Day |
| Canada Day | Remembrance Day |
| Thanksgiving Day | Boxing Day |
| Christmas Day | |

- b) An employee who works on a Statutory Holiday will be paid at one and one-half (1 1/2) times their regular rate for the hours worked.
- c) In the event that one of the above listed Statutory Holidays falls during an employee's regular scheduled day off, they will receive eight (8) or ten (10) hours pay at their regular rate. An employee may request from the Company to have the option of taking the first scheduled day back after the statutory holiday, without pay provided that the employee has submitted the request within seven (7) days and has

obtained management approval. However, should such holiday fall on a Saturday or Sunday, the following Monday will be the holiday of record.

- d) In the event one of the above listed Statutory Holidays falls during an employee's vacation, the employee will take the day off on the first day immediately following the vacation or another day mutually agreed with the **Company**.

16.02 Payment for the Statutory Holiday:

- a) Employees who are eligible for Statutory Holiday pay will receive a normal eight (8) or ten (10) hours at their regular rate of pay for the Statutory Holiday, whether or not they are scheduled to work on the Statutory Holiday.
- b) An employee who is scheduled by the Company to work on a Statutory Holiday, shall be paid one and one-half (1 1/2) times their normal wage rate for any hours so worked, plus their normal day's pay.

16.03 Eligibility for Statutory Holiday Pay:

To be eligible to receive pay for a Statutory Holiday, an employee must:

- a) have worked for thirty (30) working days or more in the twelve (12) months preceding the holiday, and
- b) have worked at least half of their last regularly scheduled shift immediately prior to the holiday and at least half of their first regularly scheduled shift following the holiday.

The eligibility requirements above will be waived by the Company when the employee's absence from a scheduled shift has been approved by the Company.

ARTICLE 17 – ANNUAL VACATIONS

17.01 Vacation Year:

For the purpose of calculating and recording annual vacation, a common anniversary date has been established beginning on January 1st and ending on December 31st of the same year.

17.02 Vacation Entitlement:

An employee shall receive annual vacation and vacation pay in accordance with the length of their continued service with the Company.

On January 1st of each year - the common anniversary date - an employee shall be entitled to vacation in accordance with the following schedule:

- a) An employee, as of January 1st of each year, who has worked more than thirty (30) days, but less than one (1) year of continuous service, shall be entitled to vacation prorated on the basis of (0.833) of a day per full month worked up to a maximum of ten (10) days. Vacation pay will be calculated on the basis of four percent (4%) of their annual gross earnings in the preceding calendar year.
- b) An employee, as of January 1st each year, who has worked one (1) year of continuous service but less than five years of continuous service, shall be entitled to two (2) weeks' vacation. Vacation pay will be calculated on the basis of four percent (4%) of their annual gross earnings in the preceding calendar year.
- c) An employee, as of January 1st each year, who has worked five (5) years of continuous service or longer, shall be entitled to three (3) weeks' vacation. Vacation pay will be calculated on the basis of six percent (6%) of their annual gross earnings in the preceding calendar year.
- d) An employee, as of January 1st of each year, who has worked ten (10) years of continuous service or longer, shall be entitled to four (4) weeks' vacation. Vacation pay will be calculated on the basis of eight percent (8%) of their annual gross earnings in the preceding calendar year.

Gross earning shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, paid leaves of absence, vacation pay, Statutory Holiday pay, incentive pay and premiums.

Vacation may be taken in blocks of not more than two (2) calendar weeks. Upon mutual agreement between the employee and the Company, vacations may be granted in shorter periods of not less than one (1) calendar day.

Notwithstanding the above paragraph, vacations taken outside the period June 15th to September 15th in any calendar year may be taken in blocks of not more than three (3) calendar weeks.

17.03 Part-time Employees:

Part-time employees shall be paid vacation pay each pay period based upon hours worked in that pay period and calculated on the basis of percentage entitlements outlined in Section **17.02**. For more details regarding part-time employees, refer to Appendix "B".

17.04 Vacations to be taken Within Twelve (12) Months:

Vacation must be taken within twelve (12) months following the vacation year in which it was earned. All employees are encouraged to schedule and take their vacation. There will be no carryover of vacation or pay out of vacation pay without the specific agreement of the Company which will be reviewed on a case by case basis.

17.05 Vacation Scheduling Preference by Seniority:

Vacation scheduling will be arranged during the month of **January** of each year in accordance with seniority. The vacation schedule shall be posted by **January 31st** of each year and confirmed by **February 28th** and posted in the workplace. Applications made after **February 28th** will be given preference on a "first-come, first-served" basis, regardless of seniority. Each employee's scheduled vacation shall not be altered unless by mutual consent of the Company and the employee. Vacation schedules shall be posted in a place readily accessible to all employees. For the purpose of bidding vacation the definition of vacation period will be from **March 1st** until December 31st of the vacation year.

Request for vacation filed between January 1st and **February 28th** of the current vacation year will, if granted, be so in the order of seniority,

The Company shall allow a maximum of 6% of employees off at any one time during the months of January, February, March, October, November, December and a maximum of 10% of employees off at any one time during the months of April, May, June, July, August, September. Vacation selection will be conducted per shift (days, afternoons, nights). The Company will consider additional vacation requests above the maximum subject to operational requirements of the facility. The above percentage calculations are to be rounded to the next whole number.

17.06 Termination:

Upon termination of service, an employee will be paid any vacation for which they are entitled in accordance with the provisions set out in Article 16.02.

17.07

No employee who needs time off for emergency or medical reasons shall be forced to use their vacation days unless the employee agrees to do so.

ARTICLE 18 – SAFETY AND HEALTH

18.01 Company Duties:

The Company shall institute and maintain all precautions to provide every worker a safe and healthy workplace. The Company shall comply with all applicable health and safety legislation, laws and regulations in effect as of January 1st, 2010.

18.02 Safety Shoe Allowance:

The Company will reimburse employees a maximum of **two hundred dollars (\$200.00)** per annum, **effective date of ratification**, towards the purchase of any item as listed:

- CSA Class I approved boots
- Winter gloves
- Toques
- Winter coats
- **Force Field Protective Clothing, Safety Hoodie with Detachable Hood, Class 2 CSA approved yellow.**

when they successfully complete their probationary period and provide an original receipt for any such purchases. An employee may purchase any one or a combination of the items listed above, however the total purchases must not exceed **two hundred dollars (\$200.00)** per annum. Any purchases in excess of that amount or for items not stated in this Article will not be reimbursed.

18.03 Joint Health and Safety Committee:

The Company shall maintain a Joint Health and Safety Committee which shall include a total of four (4) employees who shall be elected or appointed by the Union. The Company and the Union representatives shall each appoint or elect a co-chair who shall alternate chairing the monthly meetings.

The Health and Safety Committee shall meet monthly for the purpose of making a safety tour of the plant and conducting a meeting to deal with health and safety issues. The employees' representative on the Health and Safety Committee shall not suffer any loss of pay with respect to the representatives' straight time hourly earnings for attendance at safety meetings or other health and safety duties performed during the representatives' scheduled hours of work. Employee representatives who perform health and safety functions, or attend meetings beyond their forty (40) hours weekly or eight/ten (8/10) hours daily, shall be paid at the appropriate overtime rate.

The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the Health and Safety Program, and shall

promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company shall consider all recommendations of the Committee.

The Committee shall have access to and promptly receive copies of incident reports.

The Company shall consider all recommendations of the Committee and respond to the co-chairs of the committee at least 7 calendar days prior to the next Joint Health and Safety Committee meeting.

The Company shall be responsible for producing the Health & Safety meeting minutes. Copies of minutes shall be given to all Committee members, the Local 4050 Servicing Representative, and posted on the Union bulletin board.

18.04 Safety Prescription Eye Wear

Effective the date of ratification the Company will reimburse employees a maximum of two hundred dollars (\$200.00) every twenty-four (24) months for the purchase of approved safety prescription eye wear.

18.05 First Aid Attendants:

- a) There shall be first aid attendants present on all shifts. **The Company will endeavor to have a female first aid attendant available per shift.** Such first aid attendants shall hold a recognized basic first aid certification, paid for by the Company, and made aware of all locations of emergency or first aid equipment and supplies. **The Company will train or recertify up to ten (10) bargaining unit first aid attendants each year.**
- b) The Joint Health & Safety Committee will review first aid requirements and appropriate standards in keeping with regulatory requirements.
- c) The Company shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete the first aid course.

18.06

All dangerous conditions, near-misses, workplace injuries and motor or moving vehicle incidents or accidents shall be investigated promptly by the Company and a Union member of the Joint Health & Safety Committee or designate. **Should the Union member of the Joint Health & Safety Committee or designate not be available the Company will conduct the investigation as indicated above.**

18.07

All training for moving equipment shall be in accordance with the Provincial Standards or Manufacturers Recommendations, whichever is the higher standard. The Company and the Union will agree on appointing one Union employee who will certify employees in Material Handling Equipment (MHE). The schedule of training will be co-ordinated with management to meet business needs. The Company will provide the Union with the necessary training documents.

No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

18.08

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at their regular rate of pay. Such employee shall be provided with transportation to their doctor's office or hospital and to their home if requested.

18.09

The Company will **inform Unifor Local 4050 Service Rep and the Chief Steward** regarding employees being placed on modified work assignments for medical reasons.

18.10

The Company agrees to inform **Unifor Local 4050 Service Rep and the Chief Steward** of any employee who is put on light or modified duties for a period greater than twenty-one (21) working days. The Company agrees to meet with the Union when a permanent accommodation is needed for any employee.

The Company further agrees to inform the Local Union office of any employee who goes off on weekly indemnity or long term disability for a period greater than twenty-one (21) working days.

18.11 One Minute of Silence

A one minute of silence will take place at the start of each shift on April 28 each year to recognize those who have suffered a work related illness or injury.

ARTICLE 19 – HUMAN RIGHTS AND HARASSMENT

19.01

The Union and the Company agree to establish a joint policy regarding the resolution of harassment complaints.

19.02

The Company and the Union agree that there shall be no discrimination against any employee by reason of any ground prohibited by the Alberta Human Rights Code or the Labour Relations Act.

ARTICLE 20 – HOURS OF WORK, OVERTIME AND DAYS OF REST

20.01 Regular Hours of Work:

This Article defines the normal hours of work and provides the basis for calculating overtime payment. It shall not be construed as a guarantee of hours of work per week, of days of work per week, or as a restriction on the scheduling of a longer or shorter workweek or workday, whenever in the opinion of the **Company** this is required for business reasons.

20.02

- a) The normal hours of work will be eight (8) hours per calendar day and forty (40) hours per week, or ten (10) hours per day and forty (40) hours per week. Overtime opportunity will be distributed in accordance with the corresponding Letter of Understanding (LOU) on each shift among those employees who normally perform the work. Any opportunity which is not worked will be counted as time worked when assessing the distribution. There will be no payment for bypassed opportunity.
- b) In the event the Company decides to institute a seven (7) calendar day per week, twenty-four (24) hour per day operation, the Company will discuss the hours of work with the Union prior to implementation.
- c) The Company will consider the employees' interest for two (2) consecutive days off in establishing schedules. For scheduling purposes, senior employees shall be given preference to two (2) consecutive days.

20.03

Employees working eight (8) or ten (10) hour shifts will be entitled to two (2) paid breaks of fifteen (15) minutes, and one (1) unpaid lunch break of thirty (30) minutes.

20.04

Employees working eight (8) hour shifts shall be paid time and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of eight (8) hour per shift, or forty (40) hours per calendar week. Employees working ten (10) hour shifts shall be paid time and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of ten (10) hours per shift or forty (40) hours per calendar week. Pay for Statutory Holidays shall be considered as time worked for the purpose of computing overtime.

20.05 Call In:

An employee who is called to work outside of their regular shift hours and who reports on time and remains as long as required will receive not less than four (4) hours pay at their regular straight time hourly rate. Where applicable, overtime rates will apply as per Article 19.04.

20.06

There shall be no pyramiding of overtime premium payment and any other premiums of hours of work.

20.07 Break Between End of Shift and Overtime

Employees required to work two (2) hours or more overtime immediately following the end of the regular work day will take a fifteen (15) minute unpaid rest break prior to the start of the overtime work.

ARTICLE 21 – FILLING VACANCIES

21.01

When a permanent vacancy occurs, the following procedure shall apply:

- a) Vacancy will be posted for five (5) working days. Employees, prior to going on vacation, must submit to their shop steward a proxy bid of their intention to exercise their bidding rights.
- b) Applications for job vacancies will be made in writing to the Company.
- c) Seniority shall be the governing factor as long as the employee has the ability to perform the required work.

- d) The Company shall fill all vacancies with the successful candidate to the posting procedure as soon as possible, however such vacancies must be filled within thirty (30) calendar days after the posting period ends.
- e) Probationary employees may apply upon a shift posting.

ARTICLE 22 – WAGES

22.01

The Company will pay employees pursuant to the wage schedule attached hereto as Appendix “A” and forming part of this Collective Agreement.

22.02 Pay Days:

Employees will be paid by direct deposit not less frequently than every two (2) calendar weeks. The Company shall provide every employee with a separate and detachable itemized statement in respect to all wage payments and deductions made. Such statement shall set forth the total hours worked, total overtime hours worked, and deductions made from the gross earnings.

22.03 Premiums:

- a) Employees working between the hours of 5:00 p.m. and 7:00 a.m. shall receive a shift premium of one dollar (\$1.00) per hour for hours worked in that period.
- b) Employees working between the hours Saturday 00:01 hours to Sunday 23:59 hours will be paid a premium of one dollar (\$1.00) per hour. Employees who work between the hours of 5:00 p.m. and 7:00 a.m. during the weekend hours described in this section, will be paid both the shift premiums provided in Section 21.03 (a) and 21.03 (b).
- c) Lead Hand Premium: An employee appointed by the Company as a Lead Hand shall be paid a one dollar and twenty-five cents (\$1.25) per hour premium in addition to their hourly rate of pay.
- d) Trainer Premium: An employee in the role of a Trainer shall be paid a premium of seventy-five cents (\$0.75) on all regular hours worked. The premium will not be paid on overtime, Statutory Holidays, bereavement leave, jury duty, Union leave, or any other time for which the employee receives pay but is not performing regular work. Employees who are currently receiving a Lead Hand premium will not be eligible for both, i.e. Trainer and Lead Hand premiums.

22.04 MAINTENANCE OF RATES

Employees temporarily assigned from Classification A to Classification B will be paid a minimum of four (4) hours at their tenure point rate in Classification B.

Employees temporarily assigned from Classification A to Classification B who have completed more than four (4) hours in Classification B will be paid for the full shift at their tenure point rate in Classification B.

ARTICLE 23 – HEALTH AND WELFARE BENEFITS

23.01

The Company will provide certain Group Insurance Coverage. The particulars of this Group Insurance are set out in a booklet provided to the employees. All of the insurance shall be as specifically described and set forth in the policy or policies of insurance, and the benefits provided by the Company shall be read subject to the terms and conditions of such policy. Any dispute over payments of benefits under such policies shall be adjusted between the insured or the beneficiary under any such policy and the insured concerned and, so long as the Company provides such insurance, no grievance shall lie against the Company in the event of any such disputes. The Company obligation will be to pay the premium costs of such insurance coverage, save and except those insurance plans that are paid wholly or in part by the employee.

23.02

The Benefit Package will be effective May 1st, 2007 for eligible employees and include the following:

| <u>Benefit</u> | <u>Employee Premium</u> |
|--|-------------------------|
| Group Life Insurance | N/A |
| Accidental Death & Dismemberment | N/A |
| Optional Life and AD&D | 100% |
| Alberta Health Care (optional) | As applicable. |
| Dental Plan - Standard Plan (basic preventative) | N/A |
| Dental Plan - Enhanced Plan (basic preventative) | Cost share |
| Drug Plan - Standard | N/A |
| Drug Plan - Enhanced | Cost Share |
| Short Term Disability | N/A |
| Long Term Disability | 100% |
| Health Care Spending Account - Standard | N/A |
| Health Care Spending Account - Enhanced | N/A |

Full-time employees are eligible on the 1st of the month following a three (3) month probation. Regular part-time employees will be eligible to enroll in the benefit package once they have completed six (6) months of employment. Refer to Appendix "B" of this Collective Agreement.

Should there be any change in insurance carriers, the Company will notify the Local Union office in advance thereof.

The Company shall not make any changes to the benefit plans offered to this group unless such changes are made on a plan-wide basis. The Company further agrees to notify the Union of any plan changes thirty (30) calendar days prior to open enrollment for that plan year.

23.03

The Company will establish a Group Registered Retirement Savings Plan for employees who wish to participate. For the Registered Defined Contribution Pension Plan, the Company will match the employees' level of contribution up to four percent (4%). Details of such plan are provided in booklets to be provided to participating employees. The Plan Statement shall be the ruling document in the event of any dispute regarding the plan or employee investments.

ARTICLE 24 – SUBSTANCE ABUSE

Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach in dealing with substance abuse and its related problems.

ARTICLE 25 – TERM OF AGREEMENT

25.01

This agreement, including Appendices hereto, become effective upon date of ratification and shall continue in effect until October 31st, **2020** and thereafter from year to year until terminated or amended by either party. Ninety (90) days prior to the expiration of this Agreement or any subsequent anniversary date, either party may notify the other of its desire to negotiate amendments and both parties shall thereupon enter into negotiations for a renewal of this Agreement.

Notwithstanding the above paragraph and upon the mutual agreement of both parties, notice to bargain may be given on any date after the expiration of this Agreement or after any subsequent anniversary date.

The Union agrees that it will not cause, authorize, sanction or permit employees to cause or take part in any sit-down, stay-in or slowdown, or any strike or stoppage of any of the **Company's** operations, or any curtailment of work on the **Company's** premises, during the term of this Agreement. The **Company** agrees that it will not cause or sanction a lockout during the term of this Agreement.

Signed this ____ day of _____, **2017**.

FOR THE COMPANY:

FOR THE UNION:

Darren Froland
General Manager

Jason Armstrong
Bargaining Committee

Jennifer Moulder
Human Resources Manager

Micheala Erickson
Bargaining Committee

Mike Nolan
Director of Employee Relations

Syed Hussain
Bargaining Committee

Jay Thompson
Unifor, Local 4050 President

Brian Campbell
Unifor National Representative

APPENDIX "A"

JOB CLASSIFICATION AND HOURLY WAGE RATES AND FLEX:

The following table illustrates the hourly rate for regular Full-time and Part-time employees during the term of this Agreement:

| Effective | CLASSIFICATION | JOB TITLES | PROGRESSION | | | | | | |
|---------------|----------------|-------------------|-------------|----------|----------|-----------|-----------|-----------|-----------|
| | | Labour | Start | 3 Months | 6 Months | 12 Months | 18 Months | 24 Months | 36 Months |
| May 28, 2017 | A | Warehouser | \$ 17.34 | \$ 18.28 | \$ 18.57 | \$ 20.72 | \$ 21.02 | \$ 21.31 | \$ 22.35 |
| | B | MHE/Yard Operator | \$ 17.34 | \$ 18.28 | \$ 18.57 | \$ 20.72 | \$ 21.02 | \$ 21.31 | \$ 22.65 |
| Oct. 29, 2017 | A | Warehouser | \$ 17.44 | \$ 18.38 | \$ 18.67 | \$ 20.82 | \$ 21.12 | \$ 21.41 | \$ 22.60 |
| | B | MHE/Yard Operator | \$ 17.44 | \$ 18.43 | \$ 18.72 | \$ 20.87 | \$ 21.17 | \$ 21.46 | \$ 23.10 |
| Nov. 4, 2018 | A | Warehouser | \$ 17.44 | \$ 18.38 | \$ 18.67 | \$ 20.82 | \$ 21.12 | \$ 21.41 | \$ 22.95 |
| | B | MHE/Yard Operator | \$ 17.44 | \$ 18.43 | \$ 18.72 | \$ 20.87 | \$ 21.17 | \$ 21.46 | \$ 23.45 |
| Nov. 3, 2019 | A | Warehouser | \$ 17.54 | \$ 18.48 | \$ 18.77 | \$ 20.92 | \$ 21.22 | \$ 21.51 | \$ 23.30 |
| | B | MHE/Yard Operator | \$ 17.54 | \$ 18.58 | \$ 18.87 | \$ 21.02 | \$ 21.32 | \$ 21.61 | \$ 23.80 |

Flex Hours:

Effective November 1st, 2010, employees shall be entitled to receive eight (8) hours of approved time off. In each of the following two (2) years, and every year after that, employees shall be entitled to sixteen (16) hours of approved time off. No hours shall be banked or carried forward. These hours shall be considered approved absences and as such shall not be counted against the employee attendance record.

After five (5) years of employment flex time shall increase to twenty-four (24) hours, and after ten (10) years of employment flex time shall increase to thirty-two (32) hours.

In the case of an employee whose regular shift is ten (10) hours in length who decides to use eight (8) hours of flex time for one entire shift, the remaining two hours of their shift will be coded as unpaid time off but shall not be counted against their attendance record.

Flex time hours shall be considered as approved time off for employees to use when absent from work due to an illness, day care conflicts, and for personal or family issues as long as the following conditions have been met:

- 1) In the event of a known appointment, seven (7) days notice is provided to the Company
- 2) In the event of a personal or family emergency, notice of at least one (1) hour is provided to the Company. **This hour may be waived with approval of the Supervisor.**
- 3) These hours may be used in blocks of no less than one (1) hour.

The above hours are not paid in the same pay period of the absence. However, the employee wage rate has been adjusted to offset loss of earnings for any employee accessing such approved time off.

APPENDIX "B"

PART-TIME EMPLOYEES:

The provisions of the Collective Agreement shall apply to permanent part-time employees unless modified by the following:

ARTICLE 12 – SENIORITY

12.01 Definition of Seniority:

A separate seniority list will be established for permanent part-time employees. Part-time employees will accrue seniority based on regular scheduled hours worked (i.e. eight [8] hours worked resulting in the credit of one [1] full day for seniority purposes, and forty [40] hours worked resulting in the credit of one [1] full week for seniority purposes).

In the event that more than one employee is hired on the same date, the Company will randomly assign each employee with a seniority code number.

When a part-time employee transfers to a full-time position, they will have their seniority adjusted by the number of regular scheduled hours worked in unbroken service with the Company divided by forty (40) hours to reach an adjusted seniority date, which will then be transferred to the full-time seniority list.

Example: A part-time employee who is the successful applicant to a full-time job vacancy has a total number of five-hundred (500) part-time hours worked up to the point of the transfer to the full-time job; 500 hours divided by 40 hours per week = 12.5 weeks
7 days per week x .5 of a week = 3.5 days
Seniority adjustment = 12 weeks and 4 days from day of transfer
(any partial day worked would count towards one [1] full day for adjustment of a seniority date)

12.02 Probationary Period:

All part-time employees will be considered to be on probation and will not be placed on the seniority list and shall not have seniority rights hereunder until after they have worked for the Company in the bargaining unit covered by this Agreement for six (6) months or four hundred and eighty (480) hours, whichever comes first.

ARTICLE 13 – LAYOFFS AND RECALL

13.01 Layoff Procedure:

Whenever it becomes necessary to decrease the work force, probationary employees will be the first laid off. If further layoffs are necessary in the part-time status, part-time employees with the least amount of seniority in **each Classification** shall be laid off, provided those remaining employees with more seniority are able to perform the work required. **An employee shall have the right to bump another employee with less seniority provided the senior employee is able to perform the work required.** A copy of the lay-off notice will be given to the Union.

13.02 Recall Procedure:

Part-time employees who are on layoff shall, as long as their name remains on the seniority list, be subject to recall to a part-time position for six (6) months from date of layoff.

Employees must report for work within seven (7) calendar days, or within fourteen (14) calendar days if employed elsewhere after being recalled by letter and email being sent from the Company following lay-off, or fails to report for work on the date and the time specified in the notice if longer than the stipulated time frames above, unless the employee and/or Union establishes extenuating circumstances.

An employee who has been laid off and wishes to be recalled must ensure that the Company has **current contact information as per Article 12.05**. Failure on the part of the employee to provide this information shall result in the employee forfeiting their recall rights.

Laid off employees who have the ability to perform the work required shall be recalled to part-time positions in order of their seniority. A copy of the recall notice will be given to the Union.

13.03 Business Closure

The procedure governing the lay-off, recall and termination of employment as the result of a Business Closure shall be exclusively governed by Article 14, and the procedures established in Articles 13.01 Layoff Procedure and 13.02 Recall Procedure and Appendix “B: PART-TIME EMPLOYEES Articles 13.01 Layoff Procedure and 13.02 Recall Procedure shall not apply during the Closure Period.

ARTICLE 16 – STATUTORY AND GENERAL HOLIDAYS

Regular part-time employees shall be entitled to Statutory Holidays in accordance with the Alberta Employment Standards Code.

Statutory Holidays are:

| | | |
|------------------|--------------------|---------------|
| New Year’s Day | Alberta Family Day | Good Friday |
| Victoria Day | Canada Day | Labour Day |
| Thanksgiving Day | Remembrance Day | Christmas Day |
| Boxing Day | Heritage Day | |

To qualify for general holiday pay, part-time employees must:

- Have worked thirty (30) days or shifts in the preceding twelve (12) months;
- Have worked at least half of their last scheduled shift before the holiday, and at least half of the first one after, unless consent has been given by the Company; and
- Not refused to work on the holiday if asked to do so.

ARTICLE 17 – ANNUAL VACATIONS

17.02 Vacation Entitlement:

Regular part-time employees will be paid out their vacation pay on each cheque as follows:

| | | |
|------------------------|----|----------------|
| 0 – 5 years of service | 4% | gross earnings |
| 5+ years of service | 6% | gross earnings |
| 10+ years of service | 8% | gross earnings |

Vacation Leave:

Vacation days will accrue and part-time employees will be entitled to the following number of unpaid vacation leave:

| | |
|------------------------|-------------------|
| 0 – 5 years of service | ten (10) days |
| 5+ years of service | fifteen (15) days |
| 10+ years of service | twenty (20) days |

Vacation may be taken in blocks of not more than two (2) calendar weeks. Upon mutual agreement between the employees and the Company, vacations may be granted in shorter periods of not less than on (1) calendar day.

ARTICLE 20 – HOURS OF WORK, OVERTIME AND DAYS OF REST

20.01 Regular Hours of Work:

This Article shall not be construed as a guarantee of hours of work per week, of days of work per week, or as a restriction on the scheduling of a longer or shorter workweek or workday, whenever in the opinion of the **Company** this is required for business reasons.

Regular part-time employees are those employees who are regularly scheduled to work less than forty (40) hours and not less than twenty (20) hours per week averaged over a calendar year.

At the employee’s discretion, they may request to work less than twenty (20) hours per week but no less than sixteen (16) hours per week.

ARTICLE 21 – FILLING VACANCIES

21.01

- d) In filling job openings for full-time or part-time permanent vacancies the following order of consideration shall be as follows:
- Senior applicant (whether part-time or full-time)

ARTICLE 23 – HEALTH AND WELFARE BENEFITS

23.02

Regular part-time employees working a minimum twenty (20) hours per week over a calendar month will be eligible each month for the following benefits:

| <u>Benefit</u> | <u>Employee Premium</u> |
|--------------------------------|-------------------------|
| Basic Life and AD&D | N/A |
| Optional Life | 100% |
| Dental (Basic) | N/A |
| Drug Plan (Drug Card) | N/A |
| Alberta Health Care (optional) | As applicable |
| Health Spending Account | N/A |

The above benefit plans are mandatory for regular part-time employees. The coverage listed above, unless noted otherwise, is available to part-time employees at no premium cost. Part-

time employees are eligible to enroll in the benefit plan after they have completed six (6) months of employment.

The Company shall not make any changes to the benefit plans offered to this group unless such changes are made on a plan-wide basis. The Company further agrees to notify the Union of any plan changes thirty (30) calendar days prior to open enrollment for that plan year.

23.03

The Company will establish a Group Registered Retirement Savings Plan for employees who wish to participate. For the Registered Defined Contributions Pension Plan the Company will match the employees' level of contribution up to four percent (4%). Details of such plan are provided in booklets to be provided to participating employees. The Plan Statement shall be the ruling document in the event of any dispute regarding the plan or employee investments.

Letter of Understanding #1

RE: Distribution of Overtime

Between

Tracker Logistics Inc.

and

Unifor, Local 4050

The provisions of the Collective Agreement shall apply to the distribution of overtime as per the following:

- a) Team Leaders assess when overtime is required.
- b) For overtime shifts required on Saturday, Sunday or Statutory Holidays, Team Members will be asked before 5:00 p.m. on Thursday. For week days, Team members will be asked one (1) full day before the overtime shift.
- c) Team Members currently on probation are not eligible for requested overtime.
- d) Dayshifts seniority list will only include employees currently working the dayshift.**
- e) Afternoon shift seniority list will only include employees currently working the afternoon shift.**
- f) Nightshift seniority list will only include employees currently working the nightshifts.
- g) If the Team Member is not trained to do the required function on the overtime shift, as determined by the area's Team Leader, the following will apply:
 - I. The Team Leader will provide training for the new members in advance of the overtime shift or,
 - II. If they cannot be properly trained in time, the Team Leader will have them do a different function on overtime and move another Team Member already scheduled on that shift to do the original function that needs to be covered or,

- III. If neither of the above options are possible, the Team Member will be skipped for overtime but not be marked as “asked”.
- h) The overtime distribution schedule will be reset to the top of the seniority list every three (3) months. The first reset will be January 1st, 2011, with subsequent resets every three (3) months thereafter.

Steps Required:

1. The first Team Member to be approached to work overtime will be the Team Member at the top of the seniority list. Team Members will be asked in subsequent order of seniority. Exceptions may apply depending on the skills of the employee.
2. If more than one shift is required on the weekend, the next Team Member on the seniority list will be allowed to pick their desired shift for that weekend.
3. If the Team Member declines the overtime they will be marked as “asked” and will not get approached again until the list has come around to their turn again.
4. If the Team Members gets asked after 5:00 p.m. on Thursday, or not given one full day’s notice - and they decline the overtime - they will not be marked as “asked” and will retain their position to be next in line.
5. For overtime required for the current day, the Team Leader will call Team Members who are next on the list. If the overtime is declined they will not be marked as “asked”.
6. When a Team Member accepts the overtime shift, management will consider it a scheduled shift. Any absences will be marked as unpaid sick or AWOL (Absent Without Leave). Lates will also apply as they do to any regularly scheduled shift.
7. If the required day falls on the next Team Members’ scheduled day, they will be skipped but not marked as “asked”.
8. Team Members are required to do all functions as directed by the Team Leader or Lead Hand on that shift.
9. If a Team Member is asked for an overtime shift which does not allow for 8 hours between that shift and their regular shift, and they decline the overtime, they will not be marked as “asked” and will retain their position to be next in line.
10. If a Team Member is asked for an overtime shift which falls on a day that has been approved for vacation, and they decline the overtime, they will not be marked as “asked” and will retain their position to be next in line.

Daily overtime is overtime in addition to a Team Member's regularly scheduled shift.

1. Team Members working eight (8) hour shifts can work hours in addition to their eight (8) hours daily. The amount of overtime is monitored each week and can range from 0 - 4 hours daily. Changes to the daily amount will be communicated to Team Members during the Team Member meeting and the change will take effect on the Monday of the following week. The time for these additional hours is decided by the Team Members' Team Leader.
2. Team Members on the ten (10) hour shifts can work the equivalent amount of weekly overtime on their scheduled days off. The days will be assigned by their Team Leader.
3. Daily overtime hours will not get recorded as "asked".

Example: Daily overtime is one (1) hour per day for Team Members on the eight (8) hour shifts. Team Members on the ten (10) hour shifts can work five (5) hours on one of their days off.

Letter of Understanding #2:

RE: Tracker Logistics Inc.'s New Facilities Located at 6414 and 6452/6454 Roper Road,
Edmonton AB

Between

Tracker Logistics Inc.

and

Unifor, Local 4050

The provisions of the Collective Agreement shall apply to Tracker Logistics Inc. team members working at the new facilities located at 6414 and 6452/6454 Roper Road, hereby referenced as "Roper Road", unless modified by the following:

- a) All Team Members of the Company shall be covered under one (1) seniority list as per Article 12.
- b) For the purpose of this Letter of Understanding, there are two (2) Company locations, defined as either Leduc or Roper Road.
- c) Vacancies shall be posted as indicated in Article 20, with mention of which Company location such vacancy will be located at.
- d) Overtime distribution will follow a separate seniority list for the different Company location. Overtime shall follow the process indicated in **Letter of Understanding #1**, with the following order of consideration:
 - Employees located at the Company location for which the overtime is needed first, then
 - Employees located at the other Company location.
- e) Vacation scheduling will follow a separate seniority list for the different Company location. Each Company location will schedule its employees' vacation separately from the other Company location, using the process indicated in **Article 17.05**.
- f) As referenced by **Article 18.03**, the Joint Health and Safety Committee, the Company location at Roper Road shall have an independent Joint Health and Safety Committee including 2 bargaining unit representatives from the Roper Road location.

- g) In the event that vacancies for the Roper Road location cannot be filled, the Company would fill these from the seniority list starting with employees with the least amount of seniority first.

Letter of Understanding #3:

RE: Distribution of Work

Between

Tracker Logistics Inc.

and

Unifor, Local 4050

During the 2013 negotiations the Union raised concerns related to the assignment of work.

The initial assignment of work may be done by the lead hand and any further changes during that shift shall be done by the operations management. The exception to this is in an emergency or where there is no supervisor available. If the employee feels uncomfortable with the change of assignment, the employee shall have the right to raise the issue with their shop steward and their immediate supervisor.

Article 8 shall be used to resolve any issues arising out of the application of this letter of understanding. This does not negate the employee's rights to the grievance procedure.

Letter of Understanding #4

Re: Mutual Exchange of Shifts

Between

Tracker Logistics Inc.

and

Unifor, Local 4050

Employees are eligible, once they have passed probation, to exchange shifts under the following conditions:

- 1. Both employees must be certified and trained to do the work they would be exchanging for;**
- 2. No overtime will be incurred as a result of the mutual exchange of shift;**
- 3. There is a minimum eight (8) hours between the end of each employees last shift and the start of their next shift;**
- 4. Mutual exchange of shifts must occur during the same calendar day;**
- 5. Neither employee is on work restrictions;**
- 6. The appropriate Company form is completed by both employees and signed by the requesting employee's Supervisor;**
- 7. A minimum notice of the previous shift of the requesting employee is given;**
- 8. A maximum of five (5) days per calendar year per employee.**

Mutual exchange of shifts will be a trial program for Twelve (12) months following ratification. Either party can cancel the mutual exchange of shift program with Thirty (30) days written notice. Mutual exchange of shifts may be extended past the initial Twelve (12) month period by mutual agreement of the parties.

Letter of Intent #1

RE: Article 13.02 Recall Procedure

The parties agree regarding 13.02 Recall Procedure in the Layoffs and Recall Article 13 is not to support an employee's decision not to come back to work once recalled (i.e. employed elsewhere), but rather allow the necessary time to take care of personal commitment's the employee has agreed to prior to recall.

FOR THE COMPANY:

Darren Froland
General Manager

Jennifer Moulder
Human Resources Manager

Mike Nolan
Director of Employee Relations

FOR THE UNION:

Jason Armstrong
Bargaining Committee

Micheala Erickson
Bargaining Committee

Syed Hussain
Bargaining Committee

Jay Thompson
Unifor, Local 4050 President

Brian Campbell
Unifor National Representative

Signed this _____ day of _____, **2017**.