

COLLECTIVE AGREEMENT

MARTIN-BROWER OF CANADA CO.
CALGARY CENTRE
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART.

FEBRUARY 1, 2016 - JANUARY 31, 2021

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ARTICLE NO. 1 - PURPOSE OF AGREEMENT

- 1.01 The Union and the Company agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to enhance the Company's reputation with its clients in the marketplace and/or with the general public, to promote a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and to set forth herein the basic agreement and understanding covering rates of pay, hours of work, Grievance Procedure and conditions of employment.

ARTICLE NO. 2 - RECOGNITION

- 2.01 In accordance with Alberta Labour Relations Board Certificate Number 631-91, the Company recognizes the Union as the sole collective bargaining agent for all hourly paid employees of the Company's Distribution Centre located in Calgary, Alberta, comprising all employees of the employer, **excluding** office staff, salesmen, dispatchers, and those excluded by the Act.
- 2.02 No work will be performed by employees excluded from the bargaining unit where such work comes within the jurisdiction of the bargaining unit, except for:
- a) purpose of research and development, and instruction;
 - b) emergencies which may arise from time to time; and
 - c) when regular employees are not readily available at the time such work is available.
- 2.03 Except in the case of emergencies, no work will be contracted out which is normally performed by members of the bargaining unit which would result in the layoff or short work week of regular full-time bargaining unit employees or which would result in a reduction in the working force.
- 2.04 Where the masculine gender is used in this Agreement, it shall refer equally to the female gender.

ARTICLE NO. 3 - RESERVATION TO MANAGEMENT

- 3.01 The management of the Distribution Centre and the direction of the work force is exclusively vested in the Company, except as specifically limited by the terms of this labour agreement. The Company will have the right to establish Shop Rules, such rules shall not be inconsistent with the collective Agreement, and shall be applied in a fair and non-discriminatory manner. The application of such shall be subject to the Grievance Procedure. Employees shall be required to abide by said Shop Rules.
- 3.02 This Agreement contains all of the rights, terms and conditions of employment for the employees of the bargaining unit named herein.

The Company shall always have the right to hire, discipline, demote and/or discharge employees for proper cause.

ARTICLE NO. 4 - UNION SECURITY

- 4.01 The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.
- 4.02 New employees shall make application for membership in the Union on cards supplied by the Union at the time of their hiring, and will become and remain members of the Union in good standing as a condition of their employment. The application card will be forwarded to the Union by the Company with the first dues payment.

- 4.03 The Company agrees to deduct Initiation Fee and monthly dues, as well as any assessorial charges levied by the Local Union in accordance with its By-laws, from each eligible employee on a monthly basis from the first paycheque of each month, and remit the monies so deducted, together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union on or before the twenty-fourth (24th) day of the month in which the monies were deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Initiation Fee and dues, and such notification shall be the Company's conclusive authority to make the deductions specified.
- 4.04 **Hold Harmless** - The Union shall indemnify, defend, and hold the Company harmless against any and all suits, claims, demands, and liabilities, that shall arise out of, or by reason of, any action that shall be taken by the Company for the purpose of complying with the provisions of this Article.
- 4.05 The Company recognizes the right of the Union to designate Stewards from the Transportation Department and the Warehouse Department, from the Company's bargaining unit Seniority Lists. Unless previously agreed to, no more than one (1) steward will participate in Grievance Meetings, and not more than two (2) stewards will participate in negotiations.
- 4.06 The Union agrees to advise the Company in writing of the Steward, and any change in the name thereof. The Steward's duties shall in no way conflict with his duties to his Employer, and he shall be held responsible for the same quality and quantity of work as the other employees.

It is understood that the Steward has his regular work to perform on behalf of the Company, and when it is necessary to serve a Grievance, they will not leave their work without notifying the Supervisor. When resuming their regular work, they will report to the Supervisor and if requested, give a reasonable explanation as to their absence. With this understanding, the Company will pay for any time used by the Steward, in handling Grievances with the Company during their regularly scheduled working hours.

- 4.07 The Company shall not refuse permission to any representation of the Local Union, upon request, to enter the Company's premises in the administration of this Agreement.
- 4.08 The Company shall not discriminate against any employee for lawful Union activity which is consistent with the collective Agreement.
- 4.09 Employee participants in any Labour/Management and/or Safety Committee(s) will be selected from among the affected workforce. Copies of meeting minutes will be made available to the Union upon request. The meetings, to be held monthly, will have a Union representative or a designate available.

ARTICLE NO. 5 - SENIORITY

- 5.01 Seniority shall apply to all employees who have successfully completed their probationary period. The probationary period shall be one hundred and twenty (120) calendar, except in the case of Vacation Relief Employees as outlined in Article 9.07 of this Agreement. After successful completion of the probationary period, the date of employment shall be established as the employee's date of seniority, and his name shall be added to the appropriate department Seniority List at the Calgary location.
- 5.02 In the event of a layoff, ability and qualifications being sufficient, seniority shall determine the employees to be retained in their respective departments.
- 5.03 Employees who have not forfeited their seniority rights as hereunder provided, shall be recalled in order of seniority, ability and qualifications being sufficient, by department.
- 5.04 An employee shall lose all seniority if he:

- a) voluntarily quits the employ of the Company, including retirement;
 - b) is laid off for a period equal to his length of service, up to a maximum of twelve (12) months;
 - c) is justifiably discharged;
 - d) fails to report for work and/or notify the Company of his intention to report for work, within five (5) working days from the postmarked date of the recall notice sent registered mail to his last known address. The employee must report to work by the sixth (6th) working day, unless he is required to give an additional one (1) week notice to his outside Employer.
 - e) is absent for three (3) consecutive working days without notice, unless such absence is substantiated to the Company's satisfaction; or
- 5.05 Employees who leave the bargaining unit in order to work for the Company in a position outside the bargaining unit will retain their seniority while working for the Company during the first one hundred and twenty (120) calendar days following their last day of employment in the bargaining unit.
- If the employee is returned to the bargaining unit within this one hundred and twenty (120) calendar day period, he shall be returned to the job classification he held on his last day worked in the bargaining unit, provided he is qualified and entitled to under the provisions of this Agreement.
- Employees shall lose their bargaining unit seniority on the day following this one hundred and twenty (120) calendar day period from their last day worked in the bargaining unit.
- 5.06 It shall be each employee's responsibility to furnish the Company with his current address and telephone number, in writing, and to maintain them current at all times. The Company shall be entitled to rely on its records in giving any notice called for in this Agreement.
- 5.07 The Company shall prepare and maintain two (2) separate Seniority Lists by department, one (1) for warehouse employees and one (1) for driver employees.
- 5.08 Any employee may transfer to another department, provided an opening is available, and the employee is capable of performing the available work. Such employee will carry his years of service for vacation purposes only.

ARTICLE NO. 6 - DRIVERS HOURS OF WORK AND OVERTIME

- 6.01 **Dispatch Procedure** - Driver bid and dispatch shall be as follows:
- A. Scheduled runs will be established by the Company. Excluding Whitehorse and/or Yellowknife runs, all bid packages will be a minimum of forty (40) DOT hours per week. Each bid package will indicate the scheduled hours and earnings based on a fully-vested employee. Should the actual earnings for the bid be less than the indicated earnings, the Company will make up the difference. Exceptions to this guarantee would include voluntary shift changes or any absences. In accordance with Section 6.01, monies earned or refused on the Spareboard will be added or subtracted from the earnings total. As many scheduled runs as possible will be bid. Routes that cannot be included as part of a bid package will be assigned to the Spareboard.
 - B. All drivers shall be required to bid on a scheduled run or spareboard for the purpose of changing previous scheduled runs.

- C. The Company and the Union agree to work together during the course of this Collective Agreement to develop bid packages that achieve the Company's objectives regarding service excellence, and provide the optimal mix for drivers in terms of the guidelines contained herein. The Company will allow one (1) employee from the driver group, designated by the Union, to assist in the development and review of the bid for five (5) working days with pay. Once the bid package has been mutually approved by the Company and the Union Representative it will be deemed final and no further changes will be accepted during the duration of the bid. There will be a minimum of three bids per calendar year.

The Company will create as many bid packages as possible using the following guidelines while adhering to relevant legislation and regulations, customer requirements, health and safety issues, and considering the available work.

The Company and the Union agree that the parameters listed below are important to drivers, and the Company will endeavour to make as many bids available using these guidelines regardless of the rotation cycle:

1. Minimum forty (40) DOT hours per bid week
2. Two consecutive days off
3. As many weekends off as possible across all bids
4. Equitable distribution of pay from week to week
5. Minimize mix of local and over-the-road runs
6. The Company shall balance the workload so as many bids as possible share the mix of the work.
7. Shunt work shall be assigned to the spareboard, except if there is enough shunt work available to be made into a full bid, or included in a bid if it is guaranteed.
8. As many bids as possible shall have three (3) consecutive days, seventy-two (72) hours off.

The Company and the Local Union representatives agree to meet two weeks in advance of the implementation of a bid package to discuss the application of the guidelines, and any other considerations deemed relevant by either Party to ensure the bid packages meet the spirit of the guidelines.

- D. Drivers shall bid for spareboard or designated run schedules, as determined by the Company, in order of seniority. Once run schedules are so assigned by bid, a driver will not be considered available for additional or other work unless his normal run is cancelled, and then shall be placed on the spareboard list in seniority order for additional work. Where runs are cancelled due to a Company error, the driver shall be placed at the bottom of the spareboard list.

Work not assigned to a regular bid run, or work uncovered due to the absence of the regular bid run driver, will be assigned to the spareboard on a seniority basis, provided the spareboard driver has the available DOT hours to complete the run and the run does not interfere with existing bid.

Spareboard drivers must contact the Transportation Department not later than 1500 hours, each day, for known work assignments for the next twenty-four (24) hour cycle beginning at midnight (00:01) the following day. Spareboard work will be assigned on a daily basis on the day prior to dispatch, whenever possible, and once assigned no driver will be permitted to "bump" a less senior driver who was previously assigned.

A driver who has bid the spareboard will not be permitted to refuse an offer to work unless he fails to have sufficient DOT hours remaining to complete the work and/or at the discretion of the Company. However, the senior spareboard driver will be given his choice of available runs for that day.

In the event a spareboard employee has worked five (5) consecutive days, regardless of work week, he shall be eligible for the applicable overtime premiums set forth in this agreement, if forced to work on subsequent consecutive days. However, if the spareboard driver voluntarily works on subsequent consecutive days he would be paid at regular straight time.

In the event no spareboard drivers are available, the work will be offered to bid run drivers with available DOT hours by order of seniority. A bid run driver may pass such an offer of work provided there are junior bid run drivers available with DOT hours to complete the run.

In the event two (2) or more runs are altered to the extent that the total kilometrage for either is reduced by fifty (50) kilometres or more, those runs will be offered only to those affected drivers, with the senior driver(s) given their choice of runs.

In the event an assigned run becomes two (2) or more runs, for whatever reason, the runs will first be offered to the driver(s) previously assigned, and then to the Spareboard.

In the event two (2) or more single runs are consolidated into a fewer number of runs, the remaining runs will be offered to all affected drivers in accordance with their individual seniority. The individual drivers who did not accept the new runs will be assigned to the Spareboard with the above.

- E. Drivers on vacation at the time the bid meeting is scheduled, must indicate their preference in runs to the Company in writing or via email (both need confirmation from the Company as received), if using an email they will be required to send to the email address designated by the Company, prior to leaving on vacation. Any driver who fails to comply with this provision, will be assigned to the Spareboard in seniority order, and will work such assignment until the next bid meeting is held.
- F. Drivers who are absent due to medical reasons will not be allowed to bid unless they have a physician's statement indicating they will be able to report to work within thirty (30) days of the new bid runs. If there is no such statement, or if returning after thirty (30) days, the driver(s) will be assigned to the Spareboard according to his seniority.

A Spareboard driver selected on the basis of seniority, may be assigned to that bid run until the regular driver returns to work. Upon his return, the regular driver will be assigned the bid run, and the Spareboard driver will be returned to a position on the Spareboard in accordance with his seniority. In the event the bid driver fails to return within the thirty (30) day period specified above, the affected bid package will be bid by only the Spareboard drivers for the duration of the bid.

- G. It is understood that the Company reserves the right to change the scheduled bid runs at any time provided they comply with Article No. 6.01A.
- H. Should problems arise or business conditions change, the Parties shall meet to discuss alternatives, and resolve the issues, affecting these Dispatch Rules.
- I. In the event drivers are required to layover on a scheduled route, the maximum layover time will be eleven (11) hours. If the layover exceeds eleven (11) hours the driver will be paid for the excess time at the straight time hourly rate.

6.02 HOURS OF WORK and OVERTIME

- A. **Local Routes** - The regular work day for drivers making local deliveries shall consist of eight (8) hours per day, and the regular work week shall consist of forty (40) hours per week (Sunday through Saturday). All hours worked in excess of eight (8) hours per day will be paid at the rate of one and one-half (1 ½) times the driver's regular hourly rate.

Work performed on the sixth (6th) actual day of work during the normal work week (Sunday through Saturday), will be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay, provided he has worked or been compensated by the Company for all previously scheduled hours. Work performed on the seventh (7th) actual day of work during the normal work week (Sunday through Saturday), will be paid at two (2) times the employee's regular hourly rate of pay, provided he has worked or been compensated by the Company for all previously scheduled hours. Excluding extended length operations, it is understood that a Local route is defined as a route that is dispatched and will return within the same work period. The work period of a Local route shall continue until assigned work is complete.

Drivers will be entitled to one (1) paid relief period, not in excess of fifteen (15) minutes, during both the first half and the second half of any shift. Such paid relief periods shall be taken during work delays, schedule advances and/or other such times so as not to interfere with normal delivery or disrupt the customer's operation.

When a Local Driver is required to work in excess of eight (8) hours in a given day, he will be entitled to a fifteen (15) minute paid relief period provided he takes and logs such paid relief period and it does not interfere with his normal delivery schedule. Drivers may combine their breaks.

Points of one hundred (100) kilometres or less on Local routes shall be paid hourly.

- B. **Highway Routes** - All road runs are paid by the kilometre, and the on duty time not driving shall be paid at the established straight time rate, except when such non-driving time exceeds eight (8) hours in one (1) day, drivers will then be paid at the rate of one and one-half (1 ½) times their regular hourly rate. Over-the-road routes shall be paid at the applicable kilometre rate for all kilometres driven on the designated run. The applicable hourly rate shall be paid for the time actually spent unloading the trailer during deliveries, backhauls, and approved delay time.

Drivers who perform work outside their bid (defined as additional routes dispatched) shall be paid one and one-half (1 ½) times their applicable hourly rate for all on-duty (non-driving) hours. In addition, they will receive one half (1/2) their hourly rate for all hours driving.

- C. Drivers shall be paid on a per kilometre basis on runs which exceed one hundred (100) kilometres to the first stop. Drivers shall be paid at the appropriate hourly rate specified above for all delivery time and driving time of one hundred (100) kilometres or less. A “stop” is any point of destination where you are directed to deliver and/or pickup product, layover, or perform other activities on behalf of the Company. The applicable hourly rate shall be paid for the time actually spent unloading the trailer during deliveries, backhauls, and approved delay time.

Where a driver, because of poor winter road conditions, has to travel sixty (60) kilometres per hour or less, the applicable hourly rate of pay shall apply.

- D. There shall be no pyramiding of overtime payments for any reason or condition under this Agreement. Scheduled hours compensated by the Company but not worked, shall be considered as hours worked for the purpose of computing overtime payments.

- E. This provision shall not be interpreted as to provide any form of a guaranteed work week.

- 6.03 Drivers will be entitled to one (1) paid relief period, not in excess of fifteen (15) minutes, both in the first half and the second half of any shift. Such paid relief periods shall be taken during work delays, schedule advances and/or other such times, so as not to interfere with normal delivery or disrupt the customer's operation.

When a Highway Driver is required to work in excess of ten (10) hours in a given day, he will be entitled to a fifteen (15) minute paid relief, such paid relief periods shall be taken during work delays, schedule advances and/or other such times so as not to interfere with normal delivery or disrupt the customer's operation. Drivers may combine all of their breaks and take them consecutive.

- 6.04 Drivers are required to attend meetings as directed by the Company, and are entitled to two (2) hours pay at straight time.

- 6.05 The Company may temporarily assign a driver to fill a vacant bid or run. The least senior driver must accept such a bid or run.

- 6.06 A driver must layover if so directed by the Company.

- 6.07 When a driver's bid run has been cancelled, he will be assigned other work in accordance with the provisions of the established Dispatch Rules.

- 6.08 In the case of breakdown of equipment, or in the event of highway closures, a driver(s) shall be paid straight time hourly rate up to eight (8) hours out of each twenty-four (24) hour span provided the truck is parked in a safe and secure location and the driver can check into a hotel room. Such payment will only be made providing the employee notifies the Company of the breakdown or road closures at the earliest possible time. Payment of such time will not be cumulative to overtime.

- 6.09 Overtime work, when available, shall be distributed based on seniority among employees who normally perform the work, and who have available hours. Nothing in this Article shall be interpreted to mean that a driver may not be taken off his regular bid run for overtime unless so directed by the Company.

Employees will be required to work all overtime required in their scheduled runs. All additional overtime will be distributed as equally as practicable, to all employees qualified to do the work, providing such overtime does not interfere with their scheduled runs.

Employees are required to work overtime hours if management decides that such work is necessary.

Drivers may elect to take a call off, to allow a less senior employee to work, providing there are sufficient employees to meet the needs of the business as determined by the Company. Approval will not be unreasonably withheld.

- 6.10 Upon reporting for duty, a driver will be provided with a minimum of eight (8) hours work and/or pay in lieu of work, unless he voluntarily works a lesser number of hours.
- 6.11 Any employee who is called in at a time not previously scheduled, shall be given notice of same at least two (2) hours prior to reporting, unless there is mutual agreement between the Parties.
- 6.12 The company reserves the right to hire Agency drivers for emergency purposes only, to cover runs where no driver on the bid list or spareboard has available DOT hours.

ARTICLE NO. 7 - WAREHOUSE HOURS OF WORK AND OVERTIME

7.01 Shifts will be designated by the Company, and will consist of eight (8) consecutive hours, five (5) days per week. Each shift will contain an unpaid one-half (1/2) hour lunch period and two (2) paid fifteen (15) minute coffee breaks, at times designated by the Company. This provision shall not be interpreted to provide as any form of a guaranteed work week. If an employee is required to work overtime, he will be given an extra paid fifteen (15) minute break prior to the commencement of the overtime work.

7.02 All hours worked in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay.

Work performed on the sixth (6th) consecutive day of work, will be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay, provided he has worked or been compensated by the Company for all previously scheduled hours. Work performed on the seventh (7th) consecutive day of work, will be paid at two (2) times the employee's regular hourly rate of pay, provided he has worked or been compensated by the Company for all previously scheduled hours. An employee who is required to work in excess of twelve (12) hours in any given day shall be paid at a rate of two (2) times their applicable hourly rate for all hours worked in excess of twelve (12) hour in that day. Scheduled hours compensated by the Company but not worked, shall be considered as hours worked for the purpose of computing overtime payments. The employee will revert to straight time rate of pay after the seventh (7th) consecutive day of work. Every warehouse employee will be limited to work a maximum of sixty (60) hours during the work week defined as Sunday to Saturday.

- 7.03
 - A. The starting time for all shifts will be established by the Company, and under normal business conditions it will provide employees with five (5) days notice of changes to shift schedules. In the event the Company does not bid a new shift schedule, it shall be presumed that the shift times for the following week shall be the same as the current week.
 - B. Warehouse shift schedules and vacancies other than those of a temporary nature will be posted on the warehouse bulletin board for three (3) days. Assignments will be awarded by seniority, except that employees who fail to sign the bid schedule will be assigned a shift by the Company. The Company may require employees to move at any time to cover emergency situations.
 - C. All shifts will consist of five (5) consecutive working days, with two (2) consecutive days off.
 - D. The first sixty percent (60%) of the seniority list of the employees on the active payroll shall have either Saturday or Sunday as part of their two (2) consecutive days off.

- E. Warehouse employees absent due to medical reasons will not be allowed to designate a preference unless they provide the Company with a physician's statement indicating they will be able to return to work within thirty (30) days of the effective date of the new shift schedule. If there is no such statement, or if returning after the thirty (30) days, the warehouse employees will be assigned to an on-call position or open bid, in seniority order, until revised shift schedules are posted.
 - F. Warehouse employees on vacation at the time shift schedules are posted must indicate their shift preference to the Company in writing or via email (both need confirmation from the Company as received), if using an email they will be required to send to the email address designated by the Company, prior to leaving on vacation. Any warehouse employee who fails to comply with this provision will be assigned to an on-call, in seniority order until revised schedules are posted.
 - G.
 - i) In the event an employee is absent, for any reason for thirty (30) working days or more, the Company will post the shift for bid as a temporary vacancy. Such vacancy shall be awarded within three (3) days. When the absent employee returns to work, the employee who changed shifts due to the bidding process created by the temporary vacancy, will return to their shift held prior to the temporary bid, unless the Company has posted a new shift schedule. The employee who chooses the vacancy will be the only employee to move, and their bid will be filled by an on-call warehouse employee.
 - ii) For vacations two (2) weeks or greater the vacancy will be posted and awarded a minimum of two (2) weeks prior to the vacancy, wherever possible. The employee who chooses the vacancy will be the only employee to move, and their bid will be filled by an on-call warehouse employee.
 - H. Voluntary shift changes which result in a work schedule of more than five (5) consecutive days for an employee, will not require the overtime payments as specified in this Agreement.
 - I. In a week in which a regular bid shift employee has not been compensated by the Company for forty (40) hours, due to a lack of work at the Centre, said employee will be given the opportunity to work at his regular straight time hourly rate on his scheduled day off, prior to the Company utilizing call-as-required employees or offering the work as an overtime assignment to another regular bid shift employee.
 - J. Employees who move from one shift to another, (i.e. nights to days) shall have an optional ten (10) hour break, at the employee's discretion, prior to entering the workplace. Such notice shall be given at the end of the shift.
- 7.04 If an employee is not able to report to work at his scheduled starting time, he shall notify the Company with reasonable notice prior to his scheduled starting time. The notice shall not be less than thirty (30) minutes prior to his start time.
- If an employee fails to so notify the Company without a satisfactory reason, he/she will be considered a no call no show, and if he fails to call and reports to work after the scheduled starting time it may result in his being sent home without pay.
- If an employee expects to be absent from work, they shall provide the Company with reasonable notice, however not less than one (1) hour that they will not be reporting to work.
- 7.05 If an employee is returning from absence of more than three (3) days, he shall so notify the Company twelve (12) hours in advance of the time he expects to return to work. If an employee fails to notify the Company, such failure may result in his being sent home without pay.

- 7.06 Overtime work, as designated by the Company, shall be distributed by seniority on the day in which it occurs, among the employees who normally perform the work. The Company reserves the right to determine the duration of the overtime.

Except in cases of emergency with less than two (2) hours left in a regular shift the Company may request a shift extension.

Employees are required to work overtime hours if management decides that such work is necessary. To every extent practical, employees who are required to work overtime will be given as much notice as possible, in advance before the completion of their regular shift. Employees who are required to work overtime shall be notified at least two (2) hours before the completion of their regular shift. Should notice not be given, senior employees shall have the right to refuse the overtime, however the Company reserves the right to assign the work to the junior employee(s) on the premises should it not have sufficient coverage for the required work.

A senior warehouse employee may refuse an overtime assignment provided sufficient qualified junior employees are available on the premises, to perform the available work.

Warehouse employees may elect to take a call off to allow a less senior employee to work providing there are sufficient employees to meet the needs of the business as determined by the Company. Approval will not be unreasonably withheld.

It is understood that the Company has the right to work the call-as-required employees to a maximum of forty (40) hours before assigning senior employees overtime.

- 7.07 There shall be no duplicating or pyramiding the computation of overtime for any reason.

- 7.08 Upon reporting for duty on a regular scheduled work day, and at his scheduled starting time, a warehouse employee will be provided a minimum of eight (8) hours work and/or pay in lieu of work, unless he voluntarily works a lesser number of hours.

Upon reporting for duty on a call-out or call-back basis only, a warehouse employee will be provided a minimum of four (4) hours work and/or pay, unless he voluntarily works a lesser number of hours.

- 7.09 If any of the designated holidays fall on an employee's regular day off, the employee shall have the option of taking a mutually agreed day off. It is understood that the day to be taken must be agreed upon prior to the holiday. The day off in question must be taken no more than six (6) months following the day of Holiday to which it applies, but must be taken in the same calendar year. Once the day has been scheduled, it cannot be rescheduled. Exceptions will be made for the Christmas season, where the employee can take in the next calendar year, but must be used by the end of February in the preceding calendar year.

- 7.10 Any employee who is called in at a time not previously scheduled, shall be given notice of same at least two (2) hours prior to reporting, unless there is a mutual agreement between the Parties.

- 7.11 The Company has five (5) functions that make up the warehouse classification. These functions are loading, receiving, dry pick, cooler pick and freezer pick.

The Company will ensure that no warehouse employees will be forced to work in a function for more than five (5) shifts in any fifteen (15) shift period.

It is understood that the current practice of allowing employees to switch assignments with another employee will continue.

The Company may make assignment changes for emergencies such as illness, injury and absenteeism.

- 7.12 Shift Bids shall be bid in order of seniority and there will be a minimum of three (3) bids per calendar year.
- 7.13 Warehouse overtime shall be offered, both pre-shift and post-shift, to all employees on the shift. Should an employee choose to work pre-shift overtime, they shall have the right to leave at the end of their regular shift. Senior employees who choose not to work pre-shift overtime, shall work post-shift overtime, but cannot be forced to work more overtime than the junior employee(s) who worked pre-shift overtime.
- 7.14 Warehouse Leadhands: The Company retains the sole right to determine the qualifications of the candidates considered; to select from among those qualified candidates, and to remove an individual from such a position.

As a working member of the crew, the Leadhand must possess the qualifications of a Warehouseman and have the ability to lead, direct and provide training to warehousemen assigned to him/her. Leadhand duties (excluding discipline), will be directed by the Company. For the purposes of seniority Leadhands will retain and continue to accrue seniority as a warehouse employee.

For operational reasons, Leadhands shifts will consist of 5 8-hour shifts either Sunday through Thursday or Tuesday through Saturday from 5:30AM – 11:30PM. In the event a Leadhand works in place of a Supervisor for anything less than full-week increments, his shift will remain at 8 hours. If a Leadhand is replacing a Supervisor on a full week assignment, his shift will match the Supervisor's shift (4 10-hour shifts at straight time) for that week. Schedules will be developed to coincide with regular bid employee's schedules at which time the incumbent Leadhand may elect at his/her discretion to voluntarily decline his/her position and bid a shift schedule as a regular bid employee.

If operational changes require a change to the Leadhand schedules, the parties agree to review the above language to coincide with the new requirements.

Leadhands shall be paid two dollars (\$2.00) per hour in addition to their regular rate of pay for only those hours working in the capacity of Leadhand.

- 7.15 Overtime Exempt Note: Employees that wish to be exempt from overtime shall reduce their request to writing, and turn in five (5) days prior to the date. There shall be a twenty-four (24) hour window to be bumped by seniority for the day that is requested. Once the twenty-four (24) hour window has been past, the exempt note shall be enforced. The Company shall allow one (1) person per shift the time requested off. An employee may be relieved from overtime under this Article no more than once every fourteen (14) days.

ARTICLE NO. 8 - CLASSIFICATION, RATES of PAY, & SPECIAL ALLOWANCES

- 8.01 An employee shall be classified in one (1) the classifications set out in this Agreement, and shall be paid the rate for his classification in accordance with Appendix A, B, or C.

- 8.02 **Warehousemen** - Shift differential over and above the job classification rate shall be paid to the employee who work such shifts -

Shift differential shall be one dollar and fifty cents (\$1.50) per hour for all hours worked between the hours of 14:29 and 05:59).

- 8.03 The Company may employ twenty percent (20%) of the regular posted shift warehouse employees on an "On-Call" or as needed basis, whose main purpose will be to cover Friday through Monday shifts. "On-Call" employees will not be scheduled for work except to cover Friday through Monday shifts, but may be used for other days as required. "On-Call" employees will be contacted for work in seniority order. Such employees will be covered by the terms of this Agreement, except that Sections 7.03 (a) and (c) shall not apply.

The Company may employ seasonal staff for vacation relief on a one-to-one basis, however before employing relief staff, the Company will offer the opportunity to cover a regular posted warehouse employee's shift to the "On-Call" employee by seniority. The Company will not hire seasonal relief staff if there are regular employees on layoff.

- 8.04 Drivers engaged in local routes, as defined in 6.02 (A), will receive an additional one dollar and fifty cents (\$1.50) per hour for all work performed after the hour of 14:29 and before the hour 05:59.

ARTICLE NO. 9 - VACATIONS

- 9.01 All regular, seniority employees covered by this Agreement who have performed work for the Company during the previous calendar year shall be entitled to a paid vacation based upon their continuous service with the Company as of the beginning of the vacation year, in accordance with the following schedule:

- after one (1) year of service, two (2) weeks vacation
- after three (3) years of service, three (3) weeks vacation
- after ten (10) years of service, four (4) weeks vacation.
- after twenty (20) years of service, five (5) weeks vacation.

Employees shall be allowed to schedule their vacation to correspond with their actual schedule of work, in order to maximize their time off.

The vacation year is based upon a calendar year. An employee's vacation allowance during any vacation year is for vacation earned in the previous calendar year, and must be taken during that vacation year.

In those vacation years in which an employee's continuous service progresses to an incremental level which entitles them to an additional vacation allowance, the employee will be eligible for such additional vacation allowance when he reaches his anniversary date.

- 9.02 Vacation pay will be equal to two percent (2%) of the prior calendar year's gross earnings, not to include taxable benefits or RRSP contributions, per week of vacation allowance. An employee leaving on vacation will receive his vacation pay, together with his regular pay, provided they have given written notification to the Company of their preference at the time said vacation is scheduled, or it will be received weekly during their vacation period. All vacation pay must be paid within the same calendar year that the vacation was taken. Once the vacation pay has been received, the vacation time cannot be changed or cancelled.

- 9.03 Vacations will be scheduled by the Company on a calendar year basis. The Company will post a vacation schedule for each department, from January 1st to February 28th of each year. Employees who wish to utilize their seniority must sign their appropriate departmental vacation schedule indicating their individual preferences.

If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by March 31st, and it shall remain posted for the balance of the year. Any requested change to the final vacation schedule must be approved by the General Manager.

For the purpose of vacation selection subsequent to March 31st the following process will be followed:

For the first ten (10) days following March 31st schedule posting, seniority shall determine order of selection. Full-week blocks will take priority over partial week blocks.

All subsequent vacation selections will be made on a first come, first serve basis. Part week blocks of vacation take priority over Personal Days when booked outside of the thirty (30) day window as per Article 10.01

- 9.04 Employees may take any part or all of their vacation at any time during the vacation year, in units of no less than one (1) week; however, no employee may schedule more than two (2) weeks during the months of July and August.

It is understood that fifteen percent (15%) to a maximum seven (7) truck drivers and fifteen percent (15%) to a maximum of seven (7) warehouse employees (to include all employees on layoff) as of February 28th, in any given calendar year, may be on vacation, or off on Personal Holidays or lieu days, at a time. Subsequent to February 28th, the calculation of the fifteen percent (15%) to a maximum of seven (7) employees will be based on the number of active employees at the time the request is made. The final right to schedule and re-schedule vacations, if necessary, is exclusively reserved by the Company, in order to ensure the orderly and efficient operation of its business.

The Company may permit more than fifteen percent (15%) or the maximum of seven (7) to be excused on a given day, at its discretion, provided that this does not interfere in any way with the running of the business.

Employees with more than two (2) weeks vacation may use a maximum of one (1) week vacation in increments of less than one week units. Single day allotments shall be bid after full week bids have been completed. Requests made less than thirty (30) days in advance will not supersede scheduled personal days.

- 9.05 In case of termination of employment, an employee shall be paid for any vacation earned and not yet taken in respect of any prior completed year of employment and four percent (4%) or, if the employee has completed three (3) consecutive years of employment six percent (6%) or, if the employee has completed ten (10) consecutive years of employment eight percent (8%), or if the employee has completed twenty (20) consecutive years of employment ten percent (10%) of the wage of the employee during any part of the completed portion of his year of employment in respect of which he has not been paid vacation pay.

- 9.06 If a paid holiday falls within an employee's vacation period, he will be paid eight (8) hours at his appropriate straight time rate for the holiday. An employee may request an additional day of vacation, either at the beginning or ending of his vacation period, or another day of his choosing, providing the employee follows the provision of Article No. 7.09.

9.07 All employees who are hired for vacation relief during the vacation season (May 1st to September 30th of each calendar year) and/or the Christmas Season (defined as the period November 1st through January 15th) shall be classified and posted as Vacation Relief/Christmas Season employees. Employees hired in November will be for training purposes. Relief employees are not considered part of the active payroll when calculating the number of "on-call" employees as per Articles 7:03 (c) and 8:03. It is understood that the Company will not employ more relief employees than there are "on-call" employees.

Driver's hired for vacation relief during the vacation season, May 1st to September 30th of each calendar year and/or the Christmas Season (defined as the period December 1st through January 15th) shall be classified as Vacation Relief/Christmas Season Drivers. Relief Drivers are not considered part of the active payroll when work assignments are given out. Relief Drivers will only be offered work when all active drivers have passed on over-time. Relief Drivers are not subject to involuntary over-time.

Such employees shall not be considered as regular employees subject to the terms and conditions provided for in this Agreement. Time worked as a vacation relief employee applies to the probationary period if such employee becomes a regular employee.

An employee in this classification, hired as a regular employee following the completion of the Vacation Season or Christmas Season period(s), shall have their seniority calculated from their date of entry into the regular workforce.

ARTICLE NO. 10 - PAID HOLIDAYS

10.01 The Company agrees to recognize the following days as holidays regardless of when they fall, and the night before such holidays for employees on the night shift, and shall pay an amount equal to eight (8) hours pay at the employee's regular hourly rate as specified in the appropriate Appendix. In order to be eligible for holiday pay, an employee must have worked the entire scheduled shift prior to and the entire scheduled shift subsequent to the holiday, unless he is excused for an otherwise bonafide reason by the Company.

The following days are to be considered as designated holidays:

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

The August Civic Statutory Holiday will replace the Family Day Statutory Holiday.

Eligible employees will be entitled to five (5) personal holidays.

Employees shall notify the Company no less than five (5) working days and no more than thirty (30) calendar days before taking a "Personal" holiday, of their intention to take same. The Company will not unreasonably withhold approval.

Warehouse employees, wishing to leave work early shall request to do so as per above notice. They will be compensated by utilizing available hours from their Personal Day Allotment (5 days equalling forty hours) in increments of not less than two (2) and no more than eight (8) straight time hours.

10.02 The basis of payment for each of the above holidays shall be eight (8) hours pay.

- 10.03 If any of the above holidays are worked, employees will be paid two (2) times their regular hourly rate for all hours worked, in addition to regular holiday pay. Mileage shall be paid at one and one-half (1 ½) times the kilometer rate.
- 10.04 After a new employee completes six (6) months of service, he will accrue "Personal" holiday pay at the rate of one-half (1/2) day's pay for each full month worked. For example - after seven (7) months of service an employee is entitled to one-half (1/2) day's "Personal" holiday pay. Employees with more than six (6) months of service as of January 1st of any year shall be entitled to their "Personal" holidays each calendar year.
- 10.05 "Personal" holidays will not be accumulated from one (1) calendar year to the next, and all unused "Personal" holidays will be paid to the employee in December of each year.
- 10.06 An employee shall not be entitled to receive pay for Statutory, Civil, or Personal holidays where such holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever. The employee will be entitled to such holiday pay if the absence is due to a non-occupational sickness or accident up to a maximum of twenty-six (26) weeks from the date of such illness or accident.

ARTICLE NO. 11 - GENERAL

- 11.01 A bulletin board will be provided by the Company for the use of the Union. All notices shall be subject to the approval of the Department Manager prior to the posting thereof.
- 11.02 The Company agrees to put up a First Aid box, properly equipped to take care of emergencies that may arise.
- 11.03 Any medical or eye examination requested by the Company shall be promptly complied with by the employees, provided however that the Company shall pay for all such examinations. Employees must be medically fit to perform the work assigned them. If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved, and thus not lose any pay as a result of this taking a medical examination.
- If the Company-sponsored medical examination is taken before or after his regular working hours, or on an employee's scheduled day off, the employee shall be paid four (4) hours pay at his regular hourly rate. Following each consultation with his physician, the employee must immediately advise the Company of his status, including the date of his next scheduled appointment or possible return date. The Company may then schedule an appointment with its physician, and will so notify the employee. Failure to so advise the Company of his status may result in a forfeiture of the above payments in the event the Company is unable to schedule an appointment with its physician prior to his return. The Union may, if in its' opinion an injustice has been done to the employee, have such employee re-examined at the Union's expense.
- 11.04 The Company agrees to provide adequate and sanitary washroom facilities, and the employees agree to conduct themselves so as to maintain such facilities.
- 11.05 The Company will permit drivers to have two-way radios, tape decks, etc., in their cabs as per present practice, provided it does not conflict with the Company's operation, or requirements by law, or damage vehicles. Such equipment must be professionally installed. The Company will not be responsible for theft or damage to said equipment.
- 11.06 A. The Company will supply up to two (2) work uniforms per year to each employee. Uniforms shall consist of various items as outlined in the Company Uniform Policy. The uniforms shall remain the property of the Company. Replacement uniforms will be given upon Company approval, and receipt of the used uniforms.

- B. Such uniforms must be worn during working hours, and shall not be worn at any other time.
 - C. Drivers shall keep uniforms in a clean and tidy condition, and in good repair.
 - D. Management must approve the addition of any materials to the Company uniform, before they are applied or attached.
 - E. The Company will provide warehouse employees and drivers with coveralls and gloves.
 - F. Any uniform, clothing, or other equipment, assigned to employees shall remain the property of the Company. To receive replacement gloves and coveralls, employees must turn in the worn gloves or coveralls.
- 11.07 The Company shall pay all eligible seniority employees the following allowance for safety footwear and any other footwear accessories:
- The annual safety footwear allowance of one hundred and fifty dollars (\$150.00) will be paid in full on the first pay period in February of each year for regular employees or at the completion of the probationary period for new employees. Only one (1) payment will be made to each employee in any calendar year. It will be the responsibility of each employee to manage the allowance and associated costs for safety footwear. All employees are still responsible for ensuring that all safety footwear meet the Company's safety requirements.
- 11.08 No driver shall be permitted to allow anyone except authorized employees of the Company who are on duty, or other transport drivers broken down on the highway, to ride in his truck, except by written authorization of the Company. Drivers will be allowed to take drivers broken down on the highway only to the nearest town for assistance.
- 11.09 The Company agrees that all trucks on long term lease will be equipped with double seats (air-ride for drivers), standard truck heaters, floor mats, defrosters, windshield wipers, mirror heaters, mirror lights, windshield washers, sun visors, working AC and back up lights. The Company will make every effort to ensure that these items are in good working condition.
- 11.10 The Company shall not require any employees to operate any vehicle which is not equipped with safety appliances as required by law.
- 11.11 Vehicles will be assigned to the designated runs by the Company.
- 11.12 Wages will be paid weekly by direct bank deposit. Except for reasons beyond its control, the Company will endeavour to provide paycheques on Thursday. The wages will be based on all hours worked or compensated by the Company from the previous Sunday thru Saturday.
- 11.13 The Company will provide a rubber apron for battery changing in the warehouse.
- 11.14 Where a dismissal is for theft, attempted theft, embezzlement or any other fraudulent actions (whether involving the Employer, coworkers or customers), an employee shall not be paid their vacation in accordance to Article 9.01; rather, the employee's total balance of vacation earnings (as applicable) shall be changed to reflect the minimum vacation percent available as set out in the Employment Standards Act of Calgary. Personal hours will also not be paid out as per Article 10.
- 11.15 Notwithstanding any other provisions of this Agreement, the Company may fill any vacancy temporarily in order to carry out the provisions of the Article.
- 11.16 No employee will operate power equipment unless capable, and authorized by management.

- 11.17 A. A seniority driver who has lost his Class 1 Alberta Driver's License for medical reasons, or who fails to pass any Company-required medical examination, shall be eligible to apply for a warehouse position, providing that there is a vacancy in such department, and subject to the provisions of Article 11, Section 11.03 of this Agreement. If accepted in to such a position, the employee's seniority date for purposes of layoff and recall from the warehouse department, shall be his date of entry in to the warehouse.

It is understood that this provision shall not result in the layoff of any seniority warehouse personnel.

- B. Should a seniority driver suffer revocation of his driver's license for an offense committed while off duty, he shall be granted a Leave of Absence for a period of up to one (1) year, on a one-time basis during the course of his employment with the Company. However, during the period of his Leave of Absence he shall retain but not accumulate additional seniority.
- 11.18 **Disciplinary Action:** A copy of any written disciplinary action will be provided to the employee(s) involved and the Union. Such written disciplinary actions shall be considered a permanent part of the employee's work history, and will be included in their personnel file. Any written disciplinary action, more than twelve (12) months old, will not be taken into account to determine future discipline for the same type of incident against the employee, with the exception of incidents of sexual harassment and violence which where the period will extend to twenty-four (24) months. The Company will utilize a four step disciplinary policy except for gross misconduct.

- 11.19 The Company may appoint an employee as a Trainer. Such Trainer shall assist in areas such as safety training, new hire training and training issues, among other duties.

Training Premium: The following premiums will be paid:

Warehouse Trainer – Shall receive two dollars (\$2.00) per hour premium while performing the work as a Trainer.

Driver Trainer – Will be reimbursed for all lost work that would have been paid on his/her bid or Spareboard, as a result of performing the duties stated above. In addition, they shall receive two dollars (\$2.00) per hour for every hour worked in the capacity of a Trainer.

- 11.20 Employees that are required to attend meetings/training as directed by the Company, shall be compensated at the appropriate rate of pay for all time spent in such meeting/training. Provided the employee has worked or been compensated for the entire scheduled work week, said meeting/training shall be paid at the applicable overtime rate.

- 11.21 **Severance** : If restaurants that are currently serviced by the Calgary centre are shifted to another Martin-Brower Centre, and if it results in a permanent layoff of Calgary employees, The Company agrees to provide the following:

The affected employees will have the option of a severance as outlined below, or the opportunity to transfer to the Martin-Brower Centre that received the restaurants, provided the transfer meets with the terms and conditions of the other centre.

The Company agrees to provide the following severance package for any employee who is terminated as a result of a closure of the operations or permanent layoff as defined under Article 5.04(b):

Employees with five (5) years or less service, one (1) week's pay for each year of service, plus Group Insurance benefits for the same amount of weeks

Employees with more than five (5) full years of service, two (2) weeks pay for each full year of service to a maximum of one (1) year's pay plus Group Insurance benefits for eight (8) weeks.

If an employee accepts the transfer, he will not need to serve a probationary and progression period, and will maintain his years of service when calculating vacation benefits at the new centre's rates, and he relinquishes any claims he may have against the Company.

- 11.22 **Pay for Performance** – The Union recognizes that an improvement in productivity in all areas of the Company's operation is necessary to contain costs and maintain a high level of customer service.

The Union therefore agrees that the Company may offer, as an alternative to the current hourly wage structure, a pay for performance program, on a voluntary basis to any employee in the bargaining unit.

The Union and the Company agree to meet and determine the parameters of the Pay for Performance program prior to implementation.

ARTICLE NO. 12 - LEAVE of ABSENCE

- 12.01 An employee who wishes a Leave of Absence for legitimate personal reasons, shall make such request in writing to the Company, at least ten (10) and no more than thirty (30) days prior to the proposed commencement date of such Leave of Absence. The employee's request shall contain:

- a) his reason for the proposed absence;
- b) the commencement date of the proposed Leave of Absence; and
- c) the length of the proposed Leave of Absence.

For any Leave of Absence that is ninety (90) days or greater in length, all outstanding (unused) Vacation weeks and Personal Days will be paid out as part of the Leave of Absence at the beginning of the Leave.

The Company's permission for a Leave of Absence shall not be unreasonably withheld. An employee who does not return to work within three (3) days of the termination of the Leave of Absence, shall be considered terminated, unless such absence is justified by the employee to the Company's satisfaction. No Leave of Absence shall exceed thirty (30) calendar days, except that a Leave of Absence may be extended beyond the thirty (30) days by mutual written agreement between the Company and the Union.

An employee who falsifies the reason for a Leave of Absence, or who engages in gainful employment or self-employment, without prior written permission from both the Company and the Union, shall forfeit his seniority rights, and his name shall be stricken from the Seniority List, and he will no longer be considered an employee of the Company.

- 12.02 **Bereavement Leave** - the Company agrees that in the event of a bereavement in the immediate family of the employee (meaning wife, husband, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, and grandchildren) to allow the said employee such time off as necessary, not to exceed three (3) days in succession. Said day(s) to be paid at the rate of eight (8) hours at his gross hourly rate. Relatives include persons who are related by marriage, common-law, or adoption.

12.03 **Sick Leave -**

- A. After a new employee completes six (6) months of service, he will accrue Sick pay at the rate of one-half (1/2) day's pay for each full month worked. For example – after seven (7) months of service an employee is entitled to one-half day's sick pay. Employees with more than six (6) months of service as of January 1st of any year shall be entitled to their nine (9) sick days each calendar year.

Employees will be compensated for hours lost in any scheduled day due to sickness in no less than one (1) hour or more than ten (10) hour increments provided they have sufficient sick leave hours.

- B. Sick Leave shall not be accumulated. Any unused Sick Leave shall be paid to the affected employee in December of each year. No Sick Leave taken in December will be paid for in December.

Employees absent from work due to Leave of Absence for any reason, or sickness, and Compensation, will not accumulate Sick Leave during this absence.

- C. For the purpose of calculating total sick hour allotment each sick day is the equivalent of eight (8) sick hours.

- D. Sick leave will not be paid out to employees who are terminated for disciplinary reasons.

- E. Employees may exchange earned Sick Leave for a "Personal" holiday, providing said request is in writing to the Company, with five (5) working days notice, and conditions of Article 10, Section 10.01 are met.

It is understood that seniority is considered on the day and time the request for a "Personal" holiday was approved.

- F. An employee may, twice per calendar year, voluntarily elect to convert all unused sick hours or personal days to a Registered Retirement Savings Plan (RRSP). For each day so converted, the Company will contribute eight (8) hours pay plus shift differential, if applicable, to the RRSP. The Company will calculate applicable shift differential if any applies, in the same manner it presently uses when buying unused Sick Leave.

- G. Further, employees may also elect to convert at least forty (40) hours annual Sick Leave to an additional week(s) of vacation. After regular vacation has been posted, an employee may at his option elect to convert said forty (40) hours annual sick leave to an equivalent amount of additional vacation, to be taken in one (1) week increments, by making written application to the Company. This optional program will be paid on the same basis as normal Sick Leave. The Sick Leave must have been earned prior to actual participation.

- 12.04 When an employee is required to serve as a juror, or subpoenaed as a witness, the Company will compensate such employee at the rate of eight (8) hours at his gross hourly rate, Monday through Friday, less any sums received for jury duty for each day served on jury duty. While serving on a jury, employees shall be considered as assigned to the day shift, and if excused from jury duty prior to 12:00 noon are required to report for work for the remainder of the day shift. Pay will be limited to a maximum of ten (10) days per calendar year. The employee must furnish the General Manager with verification of money earned for jury service.

ARTICLE NO. 13 - GRIEVANCE and ARBITRATION

- 13.01 All questions, disputes, and controversies, arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1 - Any grievance of an employee shall first be taken up between such employee and the Company Supervisor. Within three (3) working days from the time the matter was brought to the attention of the Company, a meeting will be held during regular working hours to discuss the grievance. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute grievance:

Termination or layoff - ten (10) days
All others - thirty (30) days

Step 2 - Failing settlement under Step 1, such grievance shall be taken up between the Company Supervisor and a Shop Steward or Local Union representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

Step 3 - Failing settlement under Step 2, such grievance and any question, dispute, or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce his grievance to writing, and it will be referred to, and taken up between, the Secretary-Treasurer or other bargaining representative of the Union, and the Company's representative authorized by an officer of the Company. Such written notice and meeting must take place within ten (10) calendar days from the completion of Step 2.

Step 4 - Failing settlement under the above Steps, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down his decisions within fourteen (14) calendar days following completion of the hearing, and his decision shall be final and binding on the two (2) parties to the dispute.

The cost of the Arbitrator will be borne solely by the party whose position is not upheld, unless otherwise provided for in the Arbitrator's decision.

- 13.02 The Arbitrator shall have no power to amend, add to, subtract from, or change, the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement, and apply them to the specific facts of the grievance or dispute.

Retroactive pay, if any, awarded by the Arbitrator shall be reduced by deducting what the employee actually earned in wages from all other sources, provided that in determining retroactive pay, an Arbitrator may in any case award an amount less than such maximum, and provided further that any pay awarded by an Arbitrator shall not include interest payments.

Any of the above time limits may be extended by mutual written consent.

13.03 All decisions arrived at between the representatives of the Company and the Union, shall be in writing, and shall be final and binding upon both parties as well as the employee or employees concerned.

Any complaint, difference, or dispute, arising directly between the Company and the Union, shall be originated under Step 2.

13.04 In the case of suspension or discharge, or any verbal or written warnings which become part of the employee's record, a Shop Steward or his replacement shall be present to represent the employee if possible.

13.05 If an employee is suspended or discharged, the Company shall give him a statement of the reason for such suspension or discharge being made effective.

ARTICLE NO. 14 - HEALTH and WELFARE

14.01 The Company shall provide the "Prairie Teamsters Health and Welfare Plan" to all employees or members of the Union, and eligible dependents coming under the jurisdiction of this Agreement.

14.02 Any regular employee or member of the Union who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following one hundred and twenty (120) calendar days from the date of employment with the Company.

14.03 It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.

14.04 It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.

14.05 The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.

14.06 The Company agrees to pay the premiums associated with Medical, Surgical and Obstetrical coverage in accordance with the standard Plan of Service provided by medicare in the province in which the employee is domiciled.

14.07 A) The cost of the Health Insurance Plan will be paid for by the Company and, effective February 1, 2016 the cost will be two hundred and fifty dollars (\$250.00) per month per eligible employee, effective February 1 of each year the cost shall increase by ten dollars (\$10.00) per month each year of the agreement.

B) Short Term Disability and Long Term Disability will now be provided by the Company through an Insurance Provider of their choice. The benefit for STD will be the same as EI Maximum and the benefit for LTD will be two thousand four hundred dollars (\$2,400.00) per month. All the details of the Plan and qualifications will remain the same as per the Teamsters Plan. Plan booklets defining the benefits will be provided to each employee once available. The employee will be responsible to submit all completed paperwork to the Insurance Provider in a timely manner.

14.08 The Company will continue to cover employees who are off ill or on Compensation, for a maximum of twelve (12) months from date of injury or illness.

- 14.09 **Health and Welfare Protection** - When an employee goes off work ill, or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare fees and Union dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing he will be eligible for a further three (3) months protection. When the employee returns to work, the Company shall deduct from his earnings, any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects, upon demand at his last known address, to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.

The employee shall be notified in writing by the Company when he is three (3) months in arrears.

ARTICLE NO. 15 - STRIKES and LOCK-OUTS

- 15.01 During the term of this Agreement, there shall be no lock-out by the Company, or any strike, sit-down, slow-down, work stoppage, or suspension of work either complete or partial, for any reason by the employees.
- 15.02 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a picket line, providing the Local Union notifies the Company, by telegram, that a strike is in progress.
- 15.03 No officer, representative, member, or agent of the Union, or its Local shall authorize, instigate, participate in or condone, or fail affirmatively to oppose any such activity or activities that occur. Both the Union and its Local shall immediately take all available steps to remedy the violations.

In addition to any other remedies it may have, the Company in its discretion may immediately discharge or discipline any or all employees who so participate in violation of this Agreement.

ARTICLE NO. 16 - DURATION OF AGREEMENT

- 16.01 Unless changed by mutual consent, the terms of this Agreement shall be effective February 1, 2016 and unless changed by mutual consent, shall continue in full force and effect until January 31, 2021, and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date, that it desires to amend the Agreement.
- 16.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.
- 16.03 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Alberta Labour Relations Act have been completed, whichever date should first occur.

16.04 This Agreement constitutes the entire Agreement between the parties. It supersedes any and all previous Agreements, written or oral, between the parties hereto, and settles all issues, whether economic or otherwise, which are the subject of collective bargaining. However, not later than ninety (90) calendar days from the date of ratification, the parties hereto will meet, identify, discuss, and reduce to writing, any and all past practices which exist between the parties. Said listing shall be attached to this Agreement as Appendix F. Only those past practices identified, agreed upon, and included on the listing as Appendix F, shall be considered in effect.

Therefore for the term of this Agreement, the Company and the Union each waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any matter which is the subject to collective bargaining, whether or not such subject matter is specifically referred to in this Agreement.

Changes in, or amendments to, the terms of this Agreement may be made at any time by mutual consent of the Company and the Union. When amendments or revisions are so made, they shall be reduced to writing and be executed in the same manner as this Agreement.

16.05 It is understood and agreed that all matters covered herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions having jurisdictions, and that this Agreement shall be modified to conform to such laws, regulations, rulings and orders.

If any provision of this Agreement shall be held invalid due to existing or future Federal or Provincial Legislation, the remainder of this Agreement shall not be affected thereby.

IN WITNESS THEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives as of this _____ day of March, 2016

FOR THE COMPANY:
Martin-Brower of Canada Ltd.
Calgary, Alberta, Canada

FOR THE UNION:
General Teamsters, Local Union No. 362

Claudia Sousa, CHRP
National Manager, Human Resources

Bernie Haggarty
Business Agent

Jim Gunderson
Distribution Centre Manager

Ken Jarvis
Business Agent

Nolana Senderson
Human Resources Manager
Western Region

APPENDIX "A"

WAREHOUSE RATES

EFFECTIVE	<u>Feb 1/16</u>	<u>Feb 1/17</u>	<u>Feb 1/18</u>	<u>Feb 1/19</u>	<u>Feb 1/20</u>
Hourly Rate	\$ 29.68	\$ 29.98	\$ 30.28	\$ 30.74	\$ 31.36

Effective February 1, 2016 - a one (1) time lump sum of five hundred dollars (\$500.00) per every regular full time employee who has passed probation soon as possible after ratification. Employee may choose to direct this into their RRSP.

New Hire Rates

Effective for employees hired after the date of ratification:

- Three dollars (\$3.00) per hour less than the regular rate of pay for the first twelve (12) months of employment.
- Two dollars (\$2.00) per hour less than the regular rate of pay for the second twelve (12) months of employment.
- One dollar (\$1.00) per hour less than the regular rate of pay for the third twelve (12) months of employment.
- Full rate begins in the thirty-seventh (37) month of service.

Warehouse Vacation Relief Rate shall be six dollars (\$6.00) less an hour than the bottom rate of the Warehouse.

APPENDIX "B"
DRIVERS RATES OF PAY

EFFECTIVE	<u>Feb 1/16</u>	<u>Feb 1/17</u>	<u>Feb 1/18</u>	<u>Feb 1/19</u>	<u>Feb 1/20</u>
Hourly rate	\$ 29.68	\$ 29.98	\$ 30.28	\$ 30.74	\$ 31.36
Kilometre rate Single Driver (\$)	\$0.4547	\$0.4580	\$0.4614	\$0.4665	\$0.4735
Kilometre rate LCV Driver (\$)	\$0.5285	\$0.5318	\$0.5352	\$0.5403	\$0.5473

Effective February 1, 2016 - a one (1) time lump sum of five hundred dollars (\$500.00) per every regular full time employee who has passed probation soon as possible after ratification. Employee may choose to direct this into their RRSP.

The Company will also pay drivers an additional one cent (\$0.01) per kilometre for all miles driven north of Fort Nelson and Enterprise.

Drivers stationed and working at a satellite branch in Edmonton shall have their scheduled bids limited to an eighty (80) kilometre radius from the centre of the city. All turnpike work being delivered to the satellite branch in Edmonton will be considered OTR work.

If the Company decided to open up further satellite branches, outside of the city of Calgary the Company and the Union will meet and discuss the situation and agree to arrive at solutions for the particular instance in question.

New Hire Rates

- Hourly: Three dollars (\$3.00) per hour less than the regular rate of pay for the first twelve (12) months of employment.
- Two dollars (\$2.00) per hour less than the regular rate of pay for the second twelve (12) months of employment.
- One dollar (\$1.00) per hour less than the regular rate of pay for the third twelve (12) months of employment.
- Mileage: \$0.0410 per kilometre less for the first twelve (12) months of employment.
- \$0.0273 per kilometre less for the second twelve (12) months of employment.
- \$0.0137 per kilometre less for the third twelve (12) months of employment

Full rate begins in the thirty-seventh (37) month of service.

SECTION A. - MISCELLANEOUS WORK

1. Local & Over-the-road drivers shall be paid for a total of not more than one (1) hour per run for all necessary miscellaneous work.

2. Any time spent for such necessary miscellaneous work over and above the one (1) hour per run must have approval from the driver's immediate Supervisor, and be properly noted on Log/Manifest with a reasonable explanation as to the reason(s) for the additional time, in order to be reimbursed for such time. The time actually spent for all necessary miscellaneous work over and above the one (1) hour, when approved, is paid only to the driver on duty.

SECTION B. - SUBSISTENCE ALLOWANCE

Each single driver and each sleeper team driver, excluding a driver on routes considered LOCAL ROUTES, will receive a meal allowance computed on the total hours away from his home terminal. Such hours will be from the time he reports on-duty at his home terminal, until he reports off-duty upon arrival back at his home terminal.

Hourly Rate of Meal Allowance - eighty-five cents (\$0.85) / hour

When drivers are required to lay over in the course of a run, the Company will reimburse the driver for reasonable cost of the hotel or motel room, providing satisfactory receipts are furnished. The Company reserves the right to designate specific hotel/motel accommodations for driver layover.

APPENDIX "C"
INDIVIDUAL RRSP

The Company will contribute, on behalf of each regular employee who has completed their probationary period and who works or is compensated by the Company for a minimum of eighty (80) hours per month, a sum into an individual RRSP.

Effective February 1, 2016 the contribution shall be four hundred and sixty-five dollars (\$465.00) per month.

Effective February 1, 2017 the contribution shall be four hundred and seventy dollars (470.00) per month.

Effective February 1, 2018 the contribution shall be four hundred and seventy dollars (\$470.00) per month.

Effective February 1, 2019 the contribution shall be four hundred and seventy-five dollars (\$475.00) per month.

Effective February 1, 2020 the contribution shall be four hundred and eighty dollars (480.00) per month.

Employees hired after the ratification of this agreement will become eligible for RRSP contribution the first of the month following two (2) years of service.

The managing financial institution shall be selected by the Company.

Employees must maintain their accounts and not make withdrawals from their RRSP as a condition of continued employment, except in the instance of withdrawals under the Home Ownership Plan.

LETTER OF UNDERSTANDING #1

BETWEEN: MARTIN-BROWER OF CANADA CO
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: VACATION CANCELLATION

The Parties hereto agree as follows:

All vacation weeks vacancies will be posted for ten (10) days to ensure that all employees have an opportunity to indicate their interest.

1. If one or more weeks of vacation is cancelled during July and August, the week(s) in question will be distributed in the following manner:
 - a) Each vacation week will be given to the most senior employee below the person canceling the week, who does not already have two weeks booked in July or August, and signs the vacation posting.
 - b) If the week is not taken by the time the most junior employee has had an opportunity, then the week will be open to all employees, beginning with the most senior.
 - c) Employees are not entitled to switch weeks within "Prime /time" as part of this process.
2. Cancellation of Vacation in weeks at Maximum Capacity - If vacation is cancelled during a week where the number of employees off is at the maximum limit as per Article No. 9.04, the following procedure will be followed:
 - a) The Vacation week will be offered to the most senior employee, directly below the person canceling the week, who signs the posting.
 - b) If the week is not taken by the time the most junior employee has had an opportunity to sign, then the week will be open to all employees, beginning with the most senior.
 - c) Employees are not entitled to switch a "Prime Time" week during July or August for the vacant week.
3. Cancellation of Vacation in weeks with less than Maximum Capacity - As there is still vacation booking capability in these weeks prior to the cancellation, there will be no posting or notification of these cancellations, other than a change on the Vacation Planner.

LETTER OF UNDERSTANDING #1 (Continued)

4. Employees may elect not to commit a portion of their weeks, and may select at some future point. This will allow employees to maximize their preference for "Prime Time" vacation, or some other time of their choosing.

SIGNED THIS _____ DAY OF MARCH, 2016

FOR THE COMPANY:

Martin-Brower of Canada Ltd.
Calgary, Alberta, Canada

FOR THE UNION:

General Teamsters, Local Union No. 362

Claudia Sousa, CHRP
National Manager, Human Resources

Bernie Haggarty
Business Agent

Jim Gunderson
Distribution Centre Manager

Ken Jarvis
Business Agent

Nolana Senderson
Human Resources Manager
Western Region

LETTER OF UNDERSTANDING # 2

BETWEEN: MARTIN-BROWER OF CANADA CO
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

This Letter of Understanding, outside the collective agreement, confirms the Company's yearly contribution to the Teamsters Union/Industry Advancement Fund. This Letter of Understanding will only be in effect for the term of this Collective Agreement.

The Company will contribute four thousand dollars (\$4,000.00) per year, in each January of the Collective Agreement.

This yearly contribution is in addition to the monthly membership dues that are collected on behalf of the employees, and forwarded to the Union.

It is understood that the Union will not solicit or sign-up memberships from any of the Company's customers.

SIGNED THIS _____ DAY OF MARCH, 2016

FOR THE COMPANY:
Martin-Brower of Canada Ltd.
Calgary, Alberta, Canada

FOR THE UNION:
General Teamsters, Local Union No. 362

Claudia Sousa, CHRP
National Manager, Human Resources

Bernie Haggarty
Business Agent

Jim Gunderson
Distribution Centre Manager

Ken Jarvis
Business Agent

Nolana Senderson
Human Resources Manager
Western Region

LETTER OF UNDERSTANDING # 3

BETWEEN: MARTIN-BROWER OF CANADA CO
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: VACATION RELIEF EMPLOYEES

It is agreed between the Parties that, notwithstanding Article No. 9.07, the number of vacation relief employees hired for the vacation season shall not exceed fifteen percent (15%) or a maximum of seven (7) of the total number of warehouse employees as outlined in Article No. 9.04, in the event there are no "on-call" employees scheduled.

SIGNED THIS _____ DAY OF MARCH, 2016

FOR THE COMPANY:
Martin-Brower of Canada Ltd.
Calgary, Alberta, Canada

FOR THE UNION:
General Teamsters, Local Union No. 362

Claudia Sousa, CHRP
National Manager, Human Resources

Bernie Haggarty
Business Agent

Jim Gunderson
Distribution Centre Manager

Ken Jarvis
Business Agent

Nolana Senderson
Human Resources Manager
Western Region

LETTER OF UNDERSTANDING # 4

BETWEEN: MARTIN-BROWER OF CANADA CO
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: DRIVER EXTRA WORK SIGN-UP COMMITMENT SHEET

Drivers will place their name on a commitment sheet for extra work on a weekly basis.

If there is more available drivers on the commitment sheet than there is available for work then all of the work will be completed by those drivers who have signed. (eg. There are 5 drivers available for work with 4 extra routes. Only the most senior driver on the sheet has the option of passing on the available work. All remaining drivers must choose from the extra routes in seniority order).

If there is more extra work than available drivers on the commitment sheet than all the extra work will be available for selection by all the drivers on the seniority list. Full driver seniority shall prevail for the offer of work. Requirement to work the extra routes, shall be done in reverse order of seniority.

SIGNED THIS _____ DAY OF MARCH, 2016

FOR THE COMPANY:
Martin-Brower of Canada Ltd.
Calgary, Alberta, Canada

FOR THE UNION:
General Teamsters, Local Union No. 362

Claudia Sousa, CHRP
National Manager, Human Resources

Bernie Haggarty
Business Agent

Jim Gunderson
Distribution Centre Manager

Ken Jarvis
Business Agent

Nolana Senderson
Human Resources Manager
Western Region

LETTER OF UNDERSTANDING # 5

BETWEEN: MARTIN-BROWER OF CANADA CO
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: PAYMENT OF HEALTH AND WELFARE BENEFITS

It is agreed between the parties that notwithstanding any other provision of the Collective Agreement (specifically Article 14.09), the Company is only obliged under Article 14.08 to continue to provide coverage to employees under the Health and Welfare Plan (as that term is defined in the Collective Agreement) who are off ill or on Compensation up to a maximum of twelve (12) months from the date of injury or illness.

SIGNED THIS _____ DAY OF MARCH, 2016

FOR THE COMPANY:
Martin-Brower of Canada Ltd.
Calgary, Alberta, Canada

FOR THE UNION:
General Teamsters, Local Union No. 362

Claudia Sousa, CHRP
National Manager, Human Resources

Bernie Haggarty
Business Agent

Jim Gunderson
Distribution Centre Manager

Ken Jarvis
Business Agent

Nolana Senderson
Human Resources Manager
Western Region

LETTER OF UNDERSTANDING # 6

BETWEEN: MARTIN-BROWER OF CANADA CO
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: SLEEPER TEAMS

This Letter of Understanding, outside the Collective Agreement, confirms that the Company maintains the right to implement Sleeper Teams if the customer's business requirements dictate such need. The Company agrees to meet with the Union to advise and negotiate rates of pay and conditions if the need arises.

SIGNED THIS _____ DAY OF MARCH, 2016

FOR THE COMPANY:
Martin-Brower of Canada Ltd.
Calgary, Alberta, Canada

FOR THE UNION:
General Teamsters, Local Union No. 362

Claudia Sousa, CHRP
National Manager, Human Resources

Bernie Haggarty
Business Agent

Jim Gunderson
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Ken Jarvis
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Western Region