

COLLECTIVE AGREEMENT

BETWEEN

ANIXTER CANADA INC.

Calgary, AB

(hereinafter referred to as the ``Company``)

- AND -

GENERAL TEAMSTERS, LOCAL UNION NO. 362

affiliated with the

International Brotherhood of Teamsters

(hereinafter referred to as the ``Union``)

October 2, 2017 – October 1, 2022

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ARTICLE NO. 1 – SCOPE

- 1.01 It is recognized by this Agreement to be the duty of the Company, the Union and the employees to fully operate, individually and collectively, for the advancement of conditions and improvements in efficiency of operations. The intent and purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Company and the Union, to promote co-operation and harmony and to set forth all agreements concerning rates of pay, hours of work and conditions of employment.
- 1.02 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in Calgary except supervisors and persons above the rank of supervisor, technical, office, clerical and sales personnel.
- 1.03 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, place of origin, family status or source of income in accordance with the provisions of the Human Rights Citizenship and Multiculturalism Act.
- 1.04 The masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE NO. 2 - UNION SECURITY

- 2.01 Subject to the terms of this Agreement and in particular Article 2.03, all employees who are currently members of the Union, or who may later become members and every new employee will become a member within seven (7) days of them commencing employment, and shall remain a member in good standing as a condition of employment during the term of this Agreement.
- 2.02 Each new employee when hired by the Company will be informed by the Company, that he is to sign an authorization card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessorial charges as levied against the Employee by the Union, and so indicated on the monthly check-off list as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the 15th day of each month, following the month in which the deductions were made.
- 2.03 New employees shall make application for the Union membership on cards supplied by the Union prior to the completion of their probationary period. The Company will forward their membership application cards to the Union following their probationary period.
- 2.04 The Company shall furnish to the Union a list of new employees taken into employment by the Company, stating the initial date of employment, within fourteen (14) days of their being hired, and all such employees shall be added to the current check-off list.
- 2.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 2.06 Non-bargaining unit employees performing work normally and traditionally performed by the bargaining unit will not result in lay-off or loss of regular hours for bargaining unit employees provided they are qualified and readily available. It is not the intention of the Company to have non-bargaining unit employees performing such work following the completion of the normal shift without offering overtime to employees.
- 2.07 The Company agrees not to enter into any Agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees that the Company retains exclusive and all management rights to manage and direct the Company's business in all respects, including the right to hire, lay off, discipline, discharge, demote, promote, transfer employees and to make technological changes and to alter from time to time rules and regulations to manage its business in all respects and to direct its work force, subject to the terms of this Agreement
- 3.02 The Company shall always have the right to hire and to discipline, demote or discharge employees for just cause.

ARTICLE NO. 4 – SHOP STEWARDS

- 4.01 The Union shall appoint or elect a shop steward from regular employees who have completed their probationary period, and shall notify the Company in writing of the appointment or election. The Company shall only recognize such shop steward when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.

The shop steward will suffer no loss of regular pay when processing grievances under Step 1 and 2 of the grievance procedure.

The Company will notify the Union prior to the dismissal of any shop steward.

- 4.02 An authorized representative of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes and ascertaining that this Agreement is being adhered to, provided that the permission of the company is obtained before hand, such permission not to be unreasonably withheld. The Union representative will be permitted to meet with employees privately, preferably on their break or lunch period, but if not possible, during work hours, to review specific grievances.

ARTICLE NO. 5 - GENERAL CONDITIONS

- 5.01 All employees covered by this Agreement shall be paid for all time spent in the employment of the company.
- 5.02 Pay time shall be computed from the time designated when the employee is scheduled to report for duty or registers in, whichever is the later, until he is effectively released from duty.
- 5.03 All regular employees covered by this Agreement shall be paid not less frequently than once per week, at the end of the shift which starts on that day, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment.
- 5.04 The Company shall provide each employee covered by this Agreement with either a separate printed or electronic statement in respect of all wage payment made to such employees. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, and the total year to date accrued vacation pay, the total wages applicable, all deductions made from the gross amount of wages.

Copies of hourly paid employees' time records, either printed or electronic, will be retained at the employees' place of employment and will be made available for the scrutiny in the event of a disagreement in regards to his pay.

- 5.05 In the event the bargaining unit reaches 20 or more members, the Company and the Union shall immediately negotiate a new classification and wage rate for the employees. Should the parties fail to agree on such terms the matter shall be referred to a neutral arbitrator as provided in Article 10.

5.06 Unless otherwise stated, the word "day" or "days" shall mean working days.

ARTICLE NO. 6 – PROBATIONARY PERIOD

6.01 All new employees hired for regular employment shall be considered as probationary employees and shall have no seniority until the employee has worked sixty (60) days.

6.02 The Company shall have the right to discharge probationary employees in its sole discretion, for any reason, including ability to perform the work, suitability and attitude as an employee and such action shall not be the subject of a grievance. Upon successful completion of his probationary period, an employee's seniority date shall be his last date of hire.

ARTICLE NO. 7 - HEALTH AND WELFARE PROTECTION

7.01 When an employee goes off work ill or on compensation, the Company shall continue to pay both his Health and Welfare premiums and Union dues so that the employee shall be protected to the utmost, provided:

- i. The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than three (3) months in arrears, and,
- ii The period of such coverage shall exceed six (6) months only by mutual agreement of the two parties.

7.02 When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

ARTICLE NO. 8 - PHYSICAL EXAMINATION

8.01 If the Company requires that job applicants have a medical or physical examination, such examination shall be made by the Doctor chosen by the Company and the cost of such examination shall be borne by the Company.

8.02 Any Company-requested physical or medical examinations after the date of employment shall be properly complied with by all employees, providing however, that the Company shall pay for such physical or medical examination and for any time lost as a result thereof during his normal working hours.

8.03 Any employee who fails to pass a Company Medical or Physical Examination may at his option have his case reviewed in the following manner:

- i. He may employ a qualified Medical Examiner of equivalent qualifications of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.
- ii A copy of the findings of the Medical Examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the Medical Examiner employed by the Company, no further medical review of the case will be afforded.
- iii In the event that the findings of the Medical Examiner chosen by the employee disagrees with the findings of the Medical Examiner employed by the Company, the Company will, at the written request of the employee, agree upon and appoint within five (5) days a qualified Medical Specialist, preferably a Doctor specializing in the ailment claimed, for the purpose of making a further Medical Examination of the employee.

- 8.04 The decision of the Medical Specialist shall be final and binding on the parties involved and the employee shall not suffer loss of wages if the decision of the Medical Specialist is in favor of the employee and the employee is fit to return to his former classification.
- 8.05 The expense of employing an independent Medical Specialist shall be borne half by the Union and half by the Company. Copies of such Medical Specialist's report shall be furnished to the Company and to the employee.

ARTICLE NO. 9 – DISCHARGE AND DISCIPLINE

- 9.01 The Company shall not discipline any employee without just cause. An employee will receive any discipline placed on his personnel record with a copy to the Local Union. Such written discipline shall become a permanent part of the employee's work history.
- 9.02 Any disciplinary action or decision in respect of an employee shall not be based on any Disciplinary action in his personnel record which has been on file for more than thirty (30) months.
- 9.03 If an employee believes that he has been suspended or discharged without just cause, the grievance shall be presented at Step 2 of the Grievance Procedure within the time limits as specified in Article 10.
- 9.04 Shop Steward shall be present at any meeting which may result in discipline and at any formal discipline meeting between an employee and the Company where the matter discussed may become part of the employee's disciplinary record. If a Shop Steward is not available, a substitute will attend at the request of the employee.

ARTICLE NO. 10 – GRIEVANCE PROCEDURE

- 10.01 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:

Time limit to institute grievance:

- a) Termination or layoff - five (5) days.
- b) All others - ten (10) days.

STEP 1: - All questions and disputes arising from an employee shall first be taken up between the employee and the employer's Supervisor.

The employee may, at their election, request representation by a Shop Steward or Union representative to assist in Step 1 above. The employee must raise all questions and disputes within ten (10) working days from the time the issue or dispute arose.

STEP 2: - Failing settlement under Step 1, such Grievance shall be reduced in writing and taken up between a representative of the Local Union or Shop Steward and the Resident Manager. Step 2 must be completed within ten (10) working 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 the Grievance in writing and it will be referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union and the Manager authorized by the President of the Company. Such referral must take place within ten (10) working 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.

- 10.02 The Arbitrator shall not have the authority or power to add to, or delete from or amend any term of this Agreement.
- 10.03 The cost of an Arbitrator will be borne equally by the Company and the Union.
- 10.04 The Company and the Union may mutually agree to waive any of the above steps and/or time limits in Grievance Procedure.

ARTICLE NO. 11 – SENIORITY

- 11.01 The Company accepts the principle of seniority of service. Seniority of service shall be computed from the most recent date the employee commenced employment in the bargaining unit with the Company.

The principle of seniority shall be maintained in the reduction and restoration of the work force providing the senior employee is capable of performing the job.

- 11.02 Within ten (10) days after the signing of the Agreement, the Company shall post a seniority list on the bulletin board showing the seniority of each employee (i.e. hiring date). An employee shall have thirty (30) days to challenge the seniority list with respect to his seniority. Thereafter, the seniority date of each employee shall be deemed conclusive. Said seniority list in writing shall be updated and posted on the bulletin board by the Company each January and July.
- 11.03 The Company will provide the Union with a current seniority list showing each employee's seniority date, current address, rate of pay, each January and July.
- 11.04 The Company shall give full-time employees notice of layoff or pay in lieu in accordance with the Employment Standards Code of Alberta.
- 11.05 The seniority of an employee shall be completely lost and he shall be automatically terminated if he:
 - A. quits; or
 - B. is discharged and not reinstated in accordance with the provisions of the Agreement; or
 - C. is absent from work for three (3) or more consecutive days without notifying the Company unless he gives a satisfactory reason for his failure to notify the Company; or
 - D. is laid off, without recall to permanent full-time position, for a period in excess of twelve (12) months; or
 - E. fails to return from a layoff
 - F. fails to notify the Company of his intention to return to work within forty eight (48) hours of being given notice of recall or fails to return to work within seven (7) days of the date of recall as set out in the Notice of Recall. Notice sent by registered mail or courier to the most recent address on the employee's employment file shall constitute the Notice of Recall proper notice. It shall be the responsibility of the employee to inform the Company of his current address by registered mail or in person; or

- G. works for another employer while absent from his employment with the Company except while on lay-off
- H. uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- I. fails to return to work upon expiration of an authorized leave of absence unless he gives a satisfactory reason.

ARTICLE NO. 12 – LEAVE OF ABSENCE

- 12.01 The Company will grant employees Maternity and Parental Leave in accordance with the Alberta Labour Standards Code.
- 12.02 The Company shall allow time off without pay to any employee who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business and ten (10) working days written request is given to the Company by the Union specifying the length of time off.
- 12.03 An employee who goes to work for the Local Union which represents the employees in his bargaining unit, may apply for leave of absence from the Company, for a period not to exceed ninety (90) calendar days. Such leave will not be unduly withheld and when granted, the Company will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such leave but the leave will be unpaid. At the expiration of the ninety (90) calendar days, the employee must return to his former position or relinquish all seniority rights with the Company. No more than one employee at a time can be away on Union Business during any 12 month period.

ARTICLE NO. 13 – BEREAVEMENT LEAVE

- 13.01 Should a death occur with an employee's current spouse, common-law partner or child, the employee shall be entitled to a leave with pay for five (5) working days for each occasion, to be taken within seven (7) days of the death. Should travel in excess of three hundred kilometers be required in order to attend the funeral an additional one (1) paid days will be added to the leave.

The employee will be compensated at their regular straight time hourly rate for hours lost from their regular schedule for the Bereavement Leave outlined above.

In the case of death in the immediate family, (mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children, step parents, grandchildren, grandparents, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides) will be eligible for three (3) paid days upon notification.

Stepfather and stepmother will be recognized provided such stepfather or stepmother had the status of the employee's father or mother.

ARTICLE NO. 14 – JURY AND WITNESS DUTY

- 14.01 When an employee is required to serve as a juror or is subpoenaed as a Crown witness in any court of law, the Company shall continue the employee's regular pay, for a period not to exceed ninety (90) days, during the approved jury duty or witness leave, provided the employee furnishes the Company with proof that he is serving as a juror or a witness. The employee shall remit promptly to the Company all monies received for said service.

14.02 The employee is required to give notice in writing to the Company that he has been selected to serve as a juror or that he has been subpoenaed as a witness at the earliest possible time.

ARTICLE NO. 15 – PAY AND WORKING CONDITIONS

15.01 In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his regularly scheduled hours of work for that day.

ARTICLE NO. 16 – HOURS OF WORK

16.01 The regular work week shall consist of forty (40) hours per week. In times of temporary unforeseen customer slowdowns, hours may be reduced to a minimum of thirty (30) hours per week in order of seniority from bottom up, for up to twenty percent (20%) of the employees – rounding up to a whole person.

16.02 The regular work week shall consist of forty (40) hours per week comprised of five (5) consecutive days of eight (8) consecutive hours each Monday to Friday, which shall include two (2) fifteen (15) minute paid rest breaks. A one (1) thirty (30) minute lunch period will be provided without pay. Said lunch period must be granted after an employee has been on duty four (4) hours and before he has been on duty six (6) hours.

16.03 If the Company intends to introduce a new shift or rearrange the start times of an existing shift, it will advise the Union at least ten (10) working days in advance of such change. The Union and the Company will meet to discuss said changes.

16.04 The hours of work shall be reduced by eight (8) hours in any week in which a statutory Holiday occurs.

An employee who is called to work on a regularly scheduled day of work, Monday to Friday, not having been notified not to report for work by the end of day of their previous shift, shall be guaranteed a minimum of eight (8) hours' and/or pay from his regular scheduled starting time.

16.05 No employee shall be required to work without having a minimum of eight (8) hours off between shifts.

ARTICLE NO. 17 – OVERTIME

17.01 Shift overtime shall be allocated wherever possible on the basis of seniority on a voluntary manner provided the employee is capable of doing the job, however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior man whose shift ends at the time the overtime commences.

17.02 No employee shall be required to work overtime in excess of ten (10) hours per week provided he so advises his immediate supervisor at the start of his straight time shift.

17.03 The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- (i) Except as provided in Section 1 (a) above, all time worked before or after the regularly established shift for the employee which is in excess of eight (8) hours per day, shall be considered overtime and paid at the established overtime rate of time and one half (1 ½)
- (ii) Overtime on a call-out or call-back basis will be allocated by Seniority provided the senior employee is available and qualified to perform the work.

(iii) Overtime Rate for Work on Designated Date of Rest or General Holiday:

All hours worked on a call-out or call-back basis on an employee's designated day of rest or on a General Holiday, will be deemed overtime and the employee performing such work on such day shall be paid at double his regular rate of pay.

17.04 Where possible, the Company shall give at least two (2) hours notice of overtime.

17.05 Employee reporting for duty on a call-back basis, inconsistent with their regular schedule shift, shall be guaranteed a minimum of four (4) hours work, at overtime rates. Should the employee elect to leave the premises after the work for which he was called in has been completed, he shall be entitled to receive the four (4) hour minimum at time and one half.

17.06 All hours worked on a sixth day in a work week shall be paid at time and one-half (1 ½) and all hours worked on a Sunday shall be paid at two (2) times the employee's regular basic hourly rate.

ARTICLE NO. 18 – VACATIONS

18.01 All employees shall be entitled to an annual vacation with pay based on continuous employment as of May 1st of every year. In accordance with the following:

- A. Employees with less than one (1) year of employment by April 30th, shall be entitled to one (1) day off in the following vacation year for every month of service during the initial year of employment to a maximum of ten (10) days (i.e. two (2) weeks and vacation pay shall be paid on the basis of four percent (4%) of gross annual earnings to April 30th.
- B. An employee, upon the completion of one (1) year of continuous employment by April 30th, shall receive a two (2) week vacation with pay equivalent to four percent (4%) of his gross earnings for the preceding vacation year.
- C. An employee, upon the completion of three (3) years of continuous employment by April 30th, shall receive a three (3) week vacation with pay equivalent to six percent (6%) of his gross earnings for the preceding vacation year.
- D. An employee, upon the completion of ten (10) years of continuous employment by April 30th, shall receive a four (4) week vacation with pay equivalent to eight (8%) percent of his earnings for the preceding vacation year.
- E. In the event the Company amends its vacation policy to grant five (5) weeks vacation to all employees of the Company, it shall be granted to employees in the bargaining unit that qualify.

18.02 "Vacation year" means the twelve (12) month period between May 1st and April 30th. For the purposes of vacations in a year, calculations of continuous employment and gross earnings shall be made as of May 1st of that year. The Company will provide a summary of the vacation pay calculations to the employees by May 15th in each year.

18.03 An employee on annual vacation shall receive their vacation pay as part of the regular Company payroll cycle.

18.04 Any employee whose employment is terminated for any reason shall receive his outstanding vacation pay to the date of termination.

18.05 Preference of vacation time shall be given to senior employees in accordance with Article 18.06 below.

18.06 Vacation Lists shall be posted on or before April 1st of each year, and employees shall designate their choice of vacation time before April 15th. 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 May 1st and it shall remain posted for the balance of the year.

18.07 The Company will use the following formula for determination of the number of employees allowed on vacation at any one time:

A maximum of the following employees being away at any one time:

1. maximum one (1) employee on vacation at any time if the bargain unit is 1 – 12 employees
2. maximum two (2) employees on vacation at any time if the bargain unit is 13 to 20 employees

18.08 Employees shall be allowed to book five (5) days of their vacation in increments of one (1) day. Such vacation may only be booked after all other employees who desire full vacation weeks have booked their time. This vacation may only be taken when mutually agreed between the Company and the employee.

ARTICLE NO. 19 – STATUTORY HOLIDAYS

19.01 For the purpose of this Agreement, the following days are recognized as paid holidays for the employees who have completed their probationary period:

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

In addition to the above, the company shall also grant the employees a half-day period paid holiday on the last regular working day preceding Christmas Day and the last regular working day preceding New Year's Day.

19.02 In order to qualify for payment for any paid holidays, an employee must have worked ten (1) out of the previous thirty (30) calendar days and must work his entire scheduled work day immediately before and his entire scheduled work day immediately following the holiday, unless he has obtained prior permission to be absent. However, when an employee is absent from work on his preceding and/or following scheduled days as a result of illness or injury, verified by the certification of a duly qualified medical practitioner if so requested by the company, the employee shall be entitled to be paid for the holiday(s).

19.03 An employee who qualifies for holiday pay in accordance with 18.02 above shall be paid for eight (8) hours at his regular rate for each of the foregoing full day paid holidays and shall be paid four (4) hours at his regular hourly rate for each of the foregoing half day paid holidays, as the case may be. The rate shall include any premium if applicable

19.04 If an employee is required by the Company to work on any of the above holidays, he shall be paid one and one half (1 ½) times his regular basic hourly rate for the hours worked on the holiday.

19.05 If any of the paid holidays fall on scheduled day off for an employee or during his vacation, and he qualifies under 18.02 above, he shall receive a day off with regular pay to be taken at a mutually convenient time.

ARTICLE NO. 20 – VALIDITY OF ARTICLES

20.01 If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

20.02 This Agreement shall be binding upon the Parties hereto or their successors, Administrators, Executors and assigns.

ARTICLE NO. 21 – WAGES

21.01 The following straight time hourly rate shall be in effect during the term of the Agreement:

Warehouse Associate	Oct 2, 2017	Oct 2, 2018	Oct 2, 2019	Oct 2, 2020	Oct 2, 2021
Start Rate	\$20.10	\$20.40	\$20.70	\$21.00	\$21.30
12 Months	\$20.85	\$21.15	\$21.45	\$21.75	\$22.10
24 Months	\$21.60	\$21.90	\$22.25	\$22.60	\$22.95
36 Months	\$22.65	\$23.00	\$23.35	\$23.70	\$24.05

21.02 These rates shall be effective upon ratification and on the annual anniversary of the ratification in each year thereafter.

21.03 Employees whose current hourly rate is above the rate set out in this Article of the Agreement shall not have their wages reduced, but rather those specific employees shall have their wage rate red circled until their wage rate for their classification exceeds their red circled rate at which time they shall receive the appropriate wage increase pursuant to Article 21.01 of this Agreement.

ARTICLE NO. 22 – EMPLOYEE BENEFITS

22.01 The Company will make Anixter Canada Inc. Employee Benefit Program available to eligible employees who have acquired seniority. Employees will continue to pay their share of the premiums per the policy for all Canadian Anixter employees. The employee will pay one hundred percent (100%) of the cost of the LTD benefit. Each employee will be provided with a group benefit booklet summarizing the benefits of the Program.

Long-term disability insurance	66.67% of the first \$5,000 of monthly earnings and 50% of the balance, up to a maximum of \$7,650
Benefits tax status	Non-taxable
Elimination period	16 weeks
Maximum benefit period	To age 65
Termination age	Age 65 or retirement, whichever occurs first.

22.02 The benefits provided for in the Programme and an employee’s entitlement to benefits are governed by the policies issued by the insurer, and the Company will supply the Union with a copy of the current group benefit booklet and any amendments.

22.03 All employees hired prior to December 31, 2007 shall participate in the Company Pension Plan. All employees hired after that date shall participate in the Company’s Retirement Plan. A copy of the Pension Plan and Retirement Plan booklets and any future updates shall be forwarded to the Local Union.

- 22.04 The Company will continue to make all benefits in the Programme available to an employee:
- A. who is absent from work because of layoff until the end of the month following such layoff;
 - B. who is absent from work because of leave of absence until the end of the month following the start of the leave of absence, unless the employee receives the written consent of the Insurer;
 - C. who is absent from work and receiving Weekly Disability, Long Term Disability or Worker’s Compensation benefits, so long as they are in receipt of these benefits.

Employees on layoff and leave of absence will have their contributions deducted for the above period prior to layoff or leave of absence. The Company will fully pay the contributions on behalf of employees receiving Weekly Disability, Long Term Disability and Worker’s Compensation benefits.

22.05 It is understood that any changes to the Anixter Canada Employee Benefit Programme, including Pension Plan or Retirement Plan, during the life of the Agreement, will automatically apply to the employees covered by this Agreement.

- 22.06 Employees who have completed their probationary period will receive five (5) paid sick/personal days in each contract year on the following terms:
- A. payment for such sick/personal days shall be at the rate of one hundred percent (100%) of the employee's regular wages for the day;
 - B. employees shall receive payment for any unused sick/personal days in each contract year at 100% of the employees regular wages for each unused sick/personal day to be paid in December of each year.
 - C. Eligible sick/personal days can be scheduled in advance, if approved by a Manager.

ARTICLE NO. 23 – HEALTH AND SAFETY

- 23.01 A. The Company and the Union recognize the benefits to be derived from a safe and health place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.
- B. In pursuit of the foregoing, the Company shall establish a Safety Committee as required.
- C. A copy of the Health and Safety Committee minutes will be given to the Shop Steward.
- 23.02 The Company agrees to provide warm, clean, sanitary and adequate appointments in respect to lunch area, washroom facilities, and change areas, and to maintain the warehouse in a manner that is conducive to the safety and health of the employees.
- 23.03 The Company will provide uniforms, goggles and gloves to all employees as required which shall be replaced on the basis of normal wear and tear. The Company will be responsible for the cleaning of same.
- 23.04 Effective August 1, 2017 the Company will reimburse an employee one hundred and forty dollars (\$140.00) once per year for the purchase of safety boots for his own use provided the employee furnishes proof of purchase.

ARTICLE NO. 24 – BULLETIN BOARD

- 24.01 The Company will provide the Union with one (1) bulletin board for the posting of Union notices.

ARTICLE NO. 25 – PART-TIME EMPLOYEE, STUDENTS AND EMPLOYEES OF TEMPORARY AGENCIES

- 25.01 Students and employees of temporary agencies shall not be considered part of the bargaining unit.
- 25.02 Part time employees and students shall not be limited to twenty-four (24) hours per week.
- 25.03 Part time employees and students shall pay an amount equivalent to Union Dues.
- 25.04 Part time employees and students will not be called into work if full time employees are available on a straight time and willing to accept the work.
- 25.05 Part time employees and students will not work overtime if full time employees are available and willing to accept the overtime work.

- 25.06 Total part time and student/temporary agency employees hours worked shall not exceed twenty percent (20%) of the regular hours represented by the number of bargaining unit employees on the roster and to replace full time employees absent for any reason on a one-for-one basis. Rounding up to a whole person.
- 25.07 Total part time and temporary agency employees hours worked shall not exceed ten percent (10%) of the regular hours represented by the number of bargaining unit employees on the roster and to replace full time employees absent for any reason on a one-for-one basis.
- 25.08 Students shall be entitled to replace full time employees on vacation on a one-for-one basis during summer vacation.
- 25.09 The Company shall maintain a roster of part time employees.
- 25.10 Part time employees shall be given the opportunity to apply for any available part time positions and shall be considered provided the part time employee has the skills and ability to perform the work required, prior to such vacancy being filled by a new hire.
- 25.11 Students or temporary agency employees shall be paid a starting rate of two dollars (\$2.00) per hour below the warehouseman start rate.
- 25.12 In the event a part time employee who has worked more than five hundred (500) hours in the prior eighteen (18) months is hired to a permanent full time position, the probation period will be waived.

ARTICLE NO. 26 – OTHER UNION CONTROVERSY

- 26.01 The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.
- 26.02 During the life of this Agreement, there shall be no lockout by the Company or any strike, sitdown, slowdown or work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE NO. 27 – DURATION

- 27.01 This Agreement shall take effect on October 2, 2017 and shall continue in full force and effect from October 2, 2017 to October 1, 2022 and shall continue automatically thereafter from year to year unless either party notifies the other in writing of its desire to terminate or amend the Agreement within the last 90 days prior to the expiry of the Agreement.
- 27.02 Negotiations shall commence as soon as possible following notice in writing as provided in Article 28 below.
- 27.03 If, pursuant to such negotiations, an Agreement is not reached on a renewal or amendment to this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until the Agreement is terminated by strike or lockout, whichever occurs first.

ARTICLE 28 – NOTICE

28.01 Any notice in writing which either party gives to the other shall be by ordinary mail, postage prepaid, or by fax, addressed as follows:

To the Company: Anixter Canada Inc.
 102-52 Aero Drive NE
 Calgary, AB T2E 8Z9

To the Union: General Teamsters Local Union No. 362
 1200A - 58 Avenue SE
 Calgary, AB T2H 2C9

Or General Teamsters, Local Union No. 362
 15035 - 121a Avenue NW
 Edmonton, AB T5V 1P3

28.02 Any notice provided in the Agreement to be mailed by Registered Mail shall be deemed given as of the next day after the date of mailing. The Registration receipt shall establish the date of mailing.

28.03 The Company or the Union may change its address for service of notice at any time.

Signed this 26th day of September, 2017

ON BEHALF OF THE COMPANY

Anixter Canada Inc.

ON BEHALF OF THE UNION

General Teamsters, Local Union No. 362

Darryl Wolf, Regional Operations Manager
Western Canada

Ken Jarvis, Business Agent

Karen Stone, Director
Human Resources