

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ANIXTER CANADA INC.  
Edmonton, 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”)**

**August 1, 2019 - July 31, 2023**

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

- 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.
- 1.02 It is mutually agreed that there shall be no strike, lockout, or slowdown, whether sympathetic or otherwise, during the term that this Agreement shall be in force.

## **ARTICLE NO. 2 - BARGAINING AUTHORITY**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all employees of the Company in Edmonton except supervisors, persons above the rank of supervisor, office, clerical and sales personnel.
- 2.02 The Company shall not ask any employees to make verbal or written agreements which may in any way conflict with the provisions hereof.

## **ARTICLE NO. 3 - DISCRIMINATION**

- 3.01 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.

## **ARTICLE NO. 4 - UNION MEMBERSHIP AND REGULATIONS**

- 4.01 Subject to the terms of this Agreement, 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.
- 4.02 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 fifteenth (15<sup>th</sup>) day of each month, following the month in which the deductions were made.
- 4.03 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.
- 4.04 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.
- 4.05 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. 5 - CHECK-OFF**

5.01 The Company agrees that it will deduct dues from the wages of each employee covered by this Agreement, whether or not the employee is a member of the Union. The amount shall be deducted every pay cycle and remitted monthly to the Union along with a list of the employees. The Company shall also deduct and remit to the Union the amount of initiation fees which a member has authorized the Company to deduct by a written authorization.

The Company also agrees to deduct such additional assessments as are levied uniformly by the Union against all members of General Teamsters, Local Union No. 362, as indicated on the monthly check-off list as provided by the Union to the Company.

5.02 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.

5.03 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provision of Article No. 4.

## **ARTICLE NO. 6 - UNION SECURITY**

6.01 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.

6.02 An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company 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 beforehand, such permission not to be unreasonably withheld. The Union representative will be permitted to meet with employees privately, preferably on their break or lunch periods, but if that is not possible, during work hours, to review specific grievances.

6.03 The Union shall elect or appoint one (1) Shop Steward for each shift among its members in the bargaining unit and shall notify the Company at such appointment or election. As the need arises, the Union may elect or appoint one (1) alternate Shop Steward to act in the absence of the Shop Steward.

The Company shall recognize the Shop Steward and shall not discharge or discriminate against him or other employees for lawful Union activity. The Company shall notify the Union before any Shop Steward is disciplined.

6.04 The Union acknowledges that the Shop Steward has regular work to perform and that he shall only absent himself from such work with the permission of his Supervisor, which permission shall not be unreasonably withheld, and upon resuming his regular duties, he shall again report to his Supervisor. The Shop Steward shall not lose pay for time spent during his regular scheduled working hours assisting in the processing of any grievances that may arise.

## **ARTICLE NO. 7 - MANAGEMENT RIGHTS**

- 7.01 The Union agrees that the Company retains all management rights except as expressly limited by the Collective Agreement, including the right to hire, lay off, discipline, discharge, promote and transfer employees, to manage its business in all respects, to direct its working force, and to make reasonable rules and regulations, subject to the terms of the Collective Agreement.

## **ARTICLE NO. 8 - MEDICAL EXAMINATION**

- 8.01 Company or Government required physical or medical examination shall be promptly complied with by all employees provided, however, that the Company shall pay for all such examinations, and for any time lost during working hours. Whenever possible, the Company shall give an employee twenty-four (24) hours' notice prior to such examination.
- 8.02 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be applied.
- a) The Company shall assign the employee or other duties, if reasonable to do so and appropriate work is available. In the event it is claimed that the employee is partially, intermittently or totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee, at his own expense shall have the right to be examined by his personal physician.
  - b) Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - c) The findings of the consultant shall be final and binding.
  - d) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.

## **ARTICLE NO. 9 - DISCHARGE AND DISCIPLINE**

- 9.01 The Company shall not discipline any permanent employee without just cause. The Company will provide a copy of all discipline to the shop steward, and wherever possible the Local Union.
- 9.02 The Company shall have the right to discharge an employee upon any of the following grounds and such discharge shall be deemed to be for just cause.
- a) disclosure of confidential company information; falsification of any reports or records, including personnel records;
  - b) theft or removal of property from the Company's premises or the Company's customer's property without proper authorization unless the employee can establish, to the satisfaction of the Company, removal was accidental or inadvertent;
  - c) insubordination (wilful refusal to follow the reasonable order of a manager), fighting or Company premises or while on duty, deliberate tampering, sabotage or destruction of Company property or gross negligence while operating the Company's vehicles;

- d) reporting to work under the influence of non-prescription drugs which impair judgement or reflexes or consuming alcohol or drugs which impair judgement or reflexes while on duty or while operating a Company vehicle.

It is further understood that the provisions of this Article do not restrict the Company's right to discharge an employee for other reasons constituting just cause.

- 9.03 If the Company determined that an employee is to be disciplined, it shall notify the employee concerned and the Shop Steward giving the reasons for such discipline.
- 9.04 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 No. 10.
- 9.05 If the Company imposes a disciplinary suspension on an employee, the commencement of the suspension may be postponed, at the option of the Company, up until the completion of the grievance and arbitration process.
- 9.06 A Shop Steward shall be present at any disciplinary meeting imposing suspension or discharge, and in any formal disciplinary meeting between an employee and the Company where the matter discussed is to 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.
- 9.07 Written warnings will be removed from an employee's file and will not be considered in a subsequent disciplinary process after a period of eighteen (18) months. Discipline for attendance and workplace performance will not compound on each other and will be treated separately.

#### **ARTICLE NO. 10 - GRIEVANCE PROCEDURE**

- 10.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- 10.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint. In doing so, he may have the assistance of his Steward.
- 10.03 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily adjusted pursuant to 10.02 above, an earnest effort shall be made to settle such difference in the following manner.
- 10.04 A grievance must be filed at Step 1 within ten (10) working days, five (5) working days in the case of suspension, discharge or layoff.

**STEP 1** - Such grievance shall be taken up between the representation of the Local Union or Shop Steward and the Operations Manager or Human Resources Manager. Such grievance shall be in writing and signed by the employee. Wherever possible the grievance must include information regarding the nature and background and circumstances, the remedy requested and the clause of the Agreement claimed to be violated and a description of the violation. The Operations Manager or Human Resources Manager shall reply in writing within five (5) working days of the filing of the grievance.

**STEP 2** - Failing settlement, within five (5) working days of the reply at Step 1, such grievance may be referred by the Secretary Treasurer or other bargaining representative of the Union to the Human Resources Manager. The initial written grievance and management's response from Step 1 shall be forwarded to the parties. A meeting will be held within ten (10) working days and the Human Resources Manager will give a decision, in writing, within five (5) working days of the meeting.

**STEP 3** - Failing settlement, a meeting shall be scheduled within ten (10) working days of the decision at Step 2 between two (2) senior representatives of the Company and two (2) senior representatives of the Union in an effort to resolve the matter prior to arbitration. The written grievance and all written responses from management from Step 1 and 2 shall be forwarded to the parties.

- 10.05 Each step to be taken under the grievance procedure and any references to arbitration shall be taken within the time limits set forth in Article No.10.
- 10.06 Any and all the time limits set forth in Article No.10 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 10.07 Failing settlement at Step 3, the grievance may be referred to Arbitration within fifteen working (15) days failing which it will be deemed to have been withdrawn. If possible, the parties will agree upon a neutral arbitrator who will meet to hear both sides of the case. Failing to agree upon a neutral arbitrator, the Alberta Department of Labour will be requested to appoint a neutral arbitrator. The arbitrator's decision will be borne equally by the Union and by the Company. The arbitrator shall not have authority to alter or amend any provisions of this Agreement.

#### **ARTICLE NO. 11 - SENIORITY**

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

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

- 11.02 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 their seniority. Thereafter, the seniority date of each employee shall be deemed to be 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, classification, and rate of pay, each January and July.
- 11.04 Notwithstanding anything in the agreement, a person shall be considered to be a probationary employee and he shall have no seniority until he has actually worked sixty (60) days, at which time he shall become entitled to seniority as provided in 11.01 above. 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 date of last hire.



- 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 so notify the Company; or
  - d) is absent from work due to sickness or a non-compensable injury for a period in excess of three (3) days without providing the Company with a medical certificate from a qualified medical practitioner as to the necessity for such absence if requested to do so; or
  - e) is laid off, without recall to a permanent full-time position, for a period in excess of twelve (12) months; or
  - f) is unable to work due to sickness or injury and there is no reasonable likelihood of the employee being able to return to work on a consistent and regular basis in the foreseeable future. Should a dispute arise, the procedure is outlined in Article No. 8 of this Agreement shall be used to resolve said dispute.
  - g) fails to notify the Company of his intentions to return to work within forty-eight (48) hours of being given notice of recall or fails to return to work within four (4) days of the date of recall as set out of the notice of recall, except in the case of extreme extenuating circumstances.  
  
Notice sent by registered mail or courier to the most recent address on the employee's employment file shall constitute 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
  - h) works for another company while absent from his employment with the company except while on layoff, unless the Company grants a leave of absence to perform such other work; or
  - i) uses an authorized Leave of Absence for a purpose other than that for which the leave was granted; or
  - j) uses a Bereavement Leave for a purpose other than that for which it was given; or
  - k) fails to return to work upon the expiration of an authorized Leave of Absence unless he gives a satisfactory reason.

#### **ARTICLE NO. 12 - LAYOFF AND RECALL**

- 12.01 The principle of seniority shall be maintained in the reduction and restoration of the work force provided the senior employee is capable of performing the job.
- 12.02 The Company shall give all full-time employees notice of layoff or pay in lieu in accordance with the Employment Standards Code of Alberta.
- 12.03 The Company will continue to pay fifty percent (50%) of the premiums for the group insurance benefits to full-time employees who are laid off and have performed a minimum of eighty (80) hours part-time work in the preceding month. Life insurance, weekly indemnity and long term disability benefits shall be based upon earnings while performing part time work.

## **ARTICLE NO. 13 - TRANSFERS AND PROMOTIONS**

13.01 Any permanent vacancy in the bargaining unit shall be posted on the bulletin board for a period of five (5) working days and employees shall have the right to bid for the position. The Company shall award the position to the senior applicant who has the ability to perform the duties of the position.

13.02 The Company shall allow a trial period of ten (10) working days for an employee to qualify for the new position or return to his former position.

If in the judgement of the Company, the employee is not able to perform the work at the end of ten (10) working days, and is to return to his former position, such decision shall be subject to the Grievance Procedure contained herein.

13.03 When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence to take a position within the Company which is beyond the sphere of the bargaining unit, they may retain their seniority within the unit for a maximum of nine (9) months. The Union and the Shop Steward shall be notified of said Leave of Absence immediately.

Employees who have been granted such Leave of Absence must remain a member of the Union for the duration of such leave and the company shall continue to deduct and remit dues to the Union monthly.

At the end of this period of nine (9) months, the employee must return to their former position or relinquish all seniority rights. Unless the parties agree, an employee may exercise this right once only.

13.04 When an employee within the bargaining unit covered by this Agreement receives a leave of absence to take a position with the Union which is beyond the sphere of the bargaining unit, the employee shall retain his/her seniority for a maximum of one (1) year. During such leave of absence the employee will not receive any wages or benefit coverage contained in this Agreement.

At the end of this period of twelve (12) months, the employee must return to his former position or relinquish all seniority rights. Unless the parties agree, an employee may exercise this right only once.

13.05 Should the Company require a lead hand, it will post it in accordance with Article 13.01. In considering applicants for the position, the Company will consider such criteria as attitude, work performance, organizational skills, leadership and interpersonal skills. It is agreed that the appointment of the Lead Hand shall be at the Company's sole discretion. The decision of the Company is not subject to the grievance/arbitration provisions. Upon request, the Company will meet with the Union to discuss its appointment.

## **ARTICLE NO. 14 - BEREAVEMENT LEAVE**

14.01 If requested, an employee will be granted a leave of absence of up to three (3) days for the purpose of attending and/or mourning the death of a member of his immediate family. The employee will be paid at their regular hourly rate. "Immediate Family" shall include the spouse (including common law spouse), mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren of the employee. In the event the funeral is outside the province of Alberta, the employee shall be granted one (1) additional day.

- 14.02 The Company will grant employees Maternity and Paternity Leave in accordance with the Alberta Labour Standards Code.

#### **ARTICLE NO. 15 - JURY AND WITNESS DUTY**

- 15.01 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 during the approved jury duty or witness leave, provided the employee furnishes the Company with proof that they are serving as a juror or a witness such as the "official notice". The employee shall remit promptly to the Company all monies received for said service.
- 15.02 The employee is required to give notice in writing to the Company that they have been selected to serve as a juror or that they have been subpoenaed as a witness at the earliest possible time.

#### **ARTICLE NO. 16 - HOURS OF WORK**

- 16.01 The regular work week shall consist of forty (40) hours per week comprised of five (5) consecutive days of eight (8) hours each Monday to Friday. Should the shifts worked by overnight shifts employees will start the evening of the Monday night and finish Saturday morning. Alternatively, a work week may be comprised of four (4) consecutive days of ten (10) hours each Monday-Thursday or Tuesday-Friday.

For employees who work five (5) consecutive days of eight (8) hours each day shall include two (2) fifteen (15) minute paid rest breaks. A half (1/2) hour 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 they have been on duty six (6) hours.

For employees who work a compressed work week of four (4) consecutive days of ten (10) hours each day shall include three (3) fifteen (15) minute paid rest breaks. A half (1/2) hour 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 they have been on duty six (6) hours.

- 16.02 If the Company intends to introduce a new shift or rearrange the start times of an existing shift, it will meet and discuss with the Union at least ten (10) working days in advance of such change.
- 16.03 The hours of work shall be reduced by the equivalent of the number of hours regularly worked in any week in which a statutory Holiday falls.
- 16.04 Employees must be notified at least one (1) hour in advance of their regular start time if they are not required to work or they will be guaranteed four (4) hours of pay. Communication will be to the employees last phone number of record.
- 16.05 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.
- 16.06 No employee shall be required to work without having a minimum of eight (8) hours off between shifts.

#### **ARTICLE NO. 17 - OVERTIME**

- 17.01 Overtime at the rate of one and one-half (1 ½) times the employee's hourly rate will be paid for hours worked in excess of their regular shift per day Monday to Friday.

- 17.02 Overtime work on a daily basis shall be allocated wherever possible, on the basis of seniority in a voluntary manner, provided the employee is capable of doing the job. In the event the Company does not obtain sufficient volunteers, the junior employee will be required to work the overtime provided they are capable of doing the job. The daily maximum for hours worked will be twelve (12) hours.
- 17.03 Where possible, the Company shall give at least two (2) hours' notice of overtime.
- 17.04 Employees 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 time and one-half (1 ½). 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.
- 17.05 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 30<sup>th</sup>, 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 30<sup>th</sup>.
  - b) An employee, upon the completion of one (1) year of continuous employment by April 30<sup>th</sup>, 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 30<sup>th</sup>, 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 30<sup>th</sup>, shall receive a four (4) week vacation with pay equivalent to eight percent (8%) of his gross earnings for the preceding vacation year.
  - e) An employee, upon the completion of twenty (20) years of continuous employment by April 30, shall receive a five (5) week pay with pay equivalent to ten percent (10%) of his gross earnings for the preceding vacation year.
- 18.02 "Vacation year" means the twelve (12) month period between May 1<sup>st</sup> and April 30<sup>th</sup>. For the purposes of vacations in a year, calculations of continuous employment and gross earnings shall be made as of May 1<sup>st</sup> of that year. The Company will provide a summary of the vacation pay calculations to the employees by May 15<sup>th</sup> in each year.
- 18.03 Employees shall receive their vacation allowance while on vacation.
- 18.04 Any employee whose employment is terminated for any reason shall receive his outstanding vacation pay to the date of termination.

- 18.05 a) The Company shall grant preference to employees with respect to scheduling their vacations in order of their overall seniority. Such selection shall be in writing and given to the Company prior to April 1st of each year. Preference for vacation periods shall be granted in order of seniority only until April 15<sup>th</sup> after which date an employee shall lose his preference rights and regardless of seniority must take his vacation during an open period.
- b) The completed vacation schedule shall be posted by May 15<sup>th</sup> each year in a location convenient and accessible to employees concerned.
- c) In the event the number of employees in the bargaining unit, is twenty-nine (29) or less as of April 1<sup>st</sup>, no more than three (3) employees at any one time, one (1) per job junction, shall be on vacation. In the event there are thirty (30) to forty-nine (49) employees in the bargaining unit as of April 1<sup>st</sup>, no more than four (4) employees at any one time shall be on vacation, 1 per job function. In the event the number of employees is fifty (5) or greater as of April 1<sup>st</sup>, an additional employee will be eligible for vacation at any one time, two (2) per job function, with each increment of ten (10) additional employees.
- (d) Any outstanding vacation not scheduled by January 31<sup>st</sup> of each year will be scheduled by management.
- (e) Management reserves the right between November 1<sup>st</sup> to April 30<sup>th</sup> annually, based on the needs of the business, to approve additional employees to take vacation. Vacation will be granted on a first come, first serve basis.
- (f) Employees with ten (10) or more years of seniority will be able to carry over one (1) week of vacation time to the next year. The carried over week must be used within the following vacation year or it will be deemed forfeited.

#### **ARTICLE NO. 19 - STATUTORY HOLIDAYS**

- 19.01 For the purpose of this Agreement, the following days are recognized as paid holidays for 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 Holiday	

In addition to the above, the company shall also grant the employees a half-day 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 of the paid holidays, an employee must have worked ten (10) 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 work day as a result of illness or injury, as verified by the certificate 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 19.02 above shall be paid for the equivalent of the regular hours worked at their regular hourly rate for each of the foregoing full day paid holidays and shall be paid for four (4) hours at their 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. The Company will pay employees who work on Christmas and New Year's Day at the rate of two times (2X) their regular basic hourly rate.
- 19.04 If an employee who qualifies for holiday pay in accordance with 19.02 above 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 in addition to his holiday pay.
- 19.05 If any of the paid holidays fall on a scheduled lay off for an employee or during his vacation, and he qualifies under 19.02 above, he shall receive a day off with regular pay to be taken at a mutually convenient time.

**ARTICLE NO. 20 - WAGES**

20.01 The following straight time hourly rates shall be in effect during the term of the Agreement.

<b>Warehousemen</b>	<b>Aug 1/2019 (1.5%)</b>	<b>Aug 1/2020 (1%)</b>	<b>Aug 1/2021 (1.25%)</b>	<b>Aug 1/2022 (2%)</b>
Start Rate	\$22.05	\$22.25	\$22.55	\$23.00
12 Months	\$23.10	\$23.35	\$23.65	\$24.10
24 Months	\$23.75	\$24.00	\$24.30	\$24.80

<b>Part-Time</b>	<b>Current Rate</b>
Rate	\$17.50

New Hires will receive the Collective Agreement percentage increases.

After twenty-four (24) months they will receive the full rate of pay as per the Collective Agreement

Shipper/Receiver receives a seventy five cent (75¢) per hour premium above the warehouseman.

Lead hands appointed by the Company receive a one dollar (\$1.00) per hour premium above the warehouseman.

In order to qualify as a month worked for the purpose of the wage progression, the employee must be actively at work for three (3) days in the calendar month. Progression increases to be effective on the first (1<sup>st</sup>) of the month following the completed months of work.

Employees currently paid above the wage progression shall not have their wages reduced.

- 20.02 An employee working on the afternoon shift (shift commencing after 1:00 p.m.) shall be paid a premium of seventy-five cents (75¢) per hour.
- 20.03 An employee working on the night shift (shift commencing after 10:00 p.m.) shall be paid a premium of one dollar and fifty cents (\$1.50) per hour.

20.04 The Company agrees to pay the employees on a weekly basis.

20.05 An employee temporarily transferred to another classification shall receive his normal rate of pay or the rate for the other classification, whichever is greater.

#### **ARTICLE NO. 21 - EMPLOYEE BENEFITS**

21.01 The Company will make available to the employees the Anixter Canada Inc. Employee Benefit Program. The Company will pay sixty-five percent (65%) of the premium for such Program for all employees who have acquired seniority with the exception of Long Term Disability which will be paid at one hundred percent (100%) by the employee. Each employee will be provided with a group benefit booklet summarizing the benefits of the Program.

21.02 The benefits provided for in the Program 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.

21.03 All employees are entitled to participate in the Company Pension Plan, subject to the terms of the Plan. A copy of the Plan booklet and any future updates shall be forwarded to the Local Union.

21.04 The Company will continue to make all benefits in the Program 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.

21.05 It is understood that any changes to the Anixter Canada Inc. Employee Benefit Program, including pension, during the life of this Agreement, will automatically apply to the employees covered by this Agreement.

21.06 Employees who completed their probationary period will receive five (5) paid days as Sick/Family Responsibility Leave (FRL) as defined by the Alberta Employment Standard Code in each contract year on the following terms:

- a) Payment Sick/FRL days shall be paid at the rate of one hundred percent (100%) of the employees' regular wages for the day;
- b) The employees shall receive payment for any unused Sick/FRL days in each contract year at one hundred percent (100%) of the employees' regular wages for each unused Sick/FRL days. Payment will be made at Christmas each year.

**ARTICLE NO. 22 - HEALTH AND SAFETY**

- 22.01 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 cooperate 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.
- 22.02 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.
- 22.03 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.
- 22.04 Effective August 1, 2019 and for the duration of the contract the Company will reimburse employees one hundred and sixty dollars (\$160.00) once per year for the purchase of safety boots for their own use, provided the employee furnishes proof of purchase acceptable to the Company.

**ARTICLE NO. 23 - BULLETIN BOARD**

- 23.01 The Company will provide the Union with two (2) bulletin boards for the posting of Union notices.

**ARTICLE NO. 24- INTERPRETATION**

- 24.01 Unless otherwise stated, the word “day” or “days” shall mean calendar day or days.
- 24.02 The masculine gender, wherever used herein, shall mean and include the feminine gender.

**ARTICLE NO. 25 - NOTICE**

- 25.01 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.  
12354 – 184 Street  
Edmonton, AB T5V 0A5

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



- 25.02 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.
- 25.03 The Company or the Union may change its address for service of notice at any time by notice as set out in Article No. 25.

**ARTICLE NO. 26 - PART-TIME STUDENTS AND EMPLOYEES OF TEMPORARY AGENCIES.**

- 26.01 Students and employees of temporary agencies shall not be considered part of the bargaining unit.
- 26.02 Part-time employees and students shall not be limited to twenty-four (24) hours per week.
- 26.03 Part-time employees who work less than twenty (20) hours per week are not entitled to employee benefits under Article 21 of this Agreement.
- 26.04 Part-time and student employees will not be called into work if full-time employees are available on a straight time basis and willing to accept the work.
- 26.05 Part-time employees and students will not work overtime if full-time employees are available and willing to accept the overtime work.
- 26.06 Total part-time and temporary agency employees hours worked shall not exceed twenty-five percent (25%) 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 from May 1<sup>st</sup> until October 31<sup>st</sup>. Total part-time and 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 for the rest of the year. In the event a temporary agency employee works more than six hundred and fifty (650) hours in the prior twelve (12) months, the Company will collect and remit dues to the Union equal to highest paid member.
- 26.07 Students shall work to replace full-time employees on vacation on a one for one basis during summer vacation.
- 26.08 The Company shall maintain a roster of part-time employees, students and temporary employees and will furnish a list to the Union, providing the information set out in Article 11.03.
- 26.09 In the event a part-time employee who has worked more than five hundred (500) hours in the prior eight (8) months is hired to a permanent full-time position, the probationary period will be waived.
- 26.10 A part-time employee shall be given the opportunity to apply for any available full-time position and shall be considered provided the part-time employee has the skill and ability to perform the work required, prior to such vacancy being filled by a new hire.
- 26.11 Effective August 1, 2015 part-time employees and students shall be paid seventeen dollars and fifty cents (\$17.50) per hour.

**ARTICLE NO. 27 - DURATION**

- 27.01 This Agreement shall take effect on date of ratification and shall continue in full force and effect from August 1, 2019 to July 31, 2023 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 ninety (90) days prior to the expiration date of the Agreement.
- 27.02 Negotiations shall commence as soon as possible following notice in writing as provided in 27.01 above.
- 27.03 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 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.

**SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**ON BEHALF OF THE COMPANY**  
Anixter Canada Inc.

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

\_\_\_\_\_  
Pedro Marques,  
Director, Human Resources

\_\_\_\_\_  
Rick Prouty, Business Agent