

COLLECTIVE AGREEMENT

ENTERED INTO THIS 1<sup>st</sup> DAY OF NOVEMBER, 2019

BETWEEN:

**ZENITH LOGISTICS INC.**  
(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.

November 1, 2019 – January 17, 2023

## TABLE OF CONTENTS

|   |    |
|---|----|
| OBJECT OF THE AGREEMENT .....   | 1  |
| BARGAINING UNIT.....  | 1  |
| MUTUAL RIGHTS .....   | 2  |
| UNION SECURITY AND DEDUCTION OF UNION DUES.....   | 4  |
| SHOP STEWARD .....  | 5  |
| GRIEVANCE PROCEDURE .....   | 7  |
| DISMISSAL .....   | 9  |
| SENIORITY .....   | 9  |
| LEAVE OF ABSENCE.....   | 11 |
| STATUTORY HOLIDAYS.....   | 12 |
| PAID VACATIONS .....  | 13 |
| HOURS OF WORK .....   | 15 |
| WAGE RATES.....   | 16 |
| EQUIPMENT .....   | 17 |
| CASUAL HELP - WAREHOUSE.....  | 17 |
| UNION BULLETIN BOARD PRIVILEGES .....   | 18 |
| BUSINESS AGENT .....  | 18 |
| MEDICAL EXAMINATION.....  | 19 |
| HEALTH AND WELFARE .....  | 19 |
| GENERAL WORKING CONDITIONS.....   | 19 |
| EMPLOYEE'S RESPONSIBILITIES.....  | 22 |
| COMPANY'S RESPONSIBILITY AND MAXIMUM SECURITY AT WORK.....                              | 23 |
| CONDITIONS OF EMPLOYMENT OR OTHERS UPON HIRING<br>INCONSISTENT WITH THE AGREEMENT ..... | 23 |
| PENSION PLAN.....   | 23 |
| LEAVE OF ABSENCE.....   | 23 |
| DURATION OF AGREEMENT.....  | 23 |
| LETTER OF UNDERSTANDING #1 .....  | 25 |
| New Equipment - Retraining  |    |
| LETTER OF UNDERSTANDING #2 .....  | 26 |
| Teamsters Union Industry Advancement Fund   |    |
| LETTER OF UNDERSTANDING #3 .....  | 27 |
| Incentive Plan  |    |

## **ARTICLE 1 - OBJECT OF THE AGREEMENT**

### **1.01 - Cooperation**

The parties hereto desire to co-operate in establishing and maintaining proper and appropriate conditions suitable to the industry, in order to ensure uniform and equitable terms of employment acceptable both by the Company and the Employees, to provide fair and peaceful methods of adjustment for all misunderstandings that could arise between them and to develop goodwill, friendly relations and a better understanding between the parties.

### **1.02 - No Discrimination**

- (a) The Company and the Union agree that there will be no discrimination, nor any preference, towards any Employee concerning his hiring, salary, terms and conditions of employment because of his race, colour, religion, nationality, age or sex. Moreover, the parties agree that there will be no restriction and no segregation whatsoever in order to deprive any Employee of job opportunities because of his race, colour, religion, nationality, age or sex.

The Company and the Union agree not to discriminate against any Employee because of his membership in the Union or because of his participation or non-participation in any legal union activity under this Collective Agreement.

## **ARTICLE 2 - BARGAINING UNIT**

### **2.01 - Recognition**

The Company recognizes the Union as the sole bargaining agent representing Employees at 1 Boudreau Road, St. Albert, AB for the categories of Employee specified herein.

### **2.02 - Definition of the Term "Regular Employee"**

The term "regular Union Employee" in this Collective Agreement means any present or future Employee as mentioned in Article 2.01 and having completed his probationary period as defined in Article 8.01.

### **2.03 - Definitions of Classifications & Qualifications**

- (a) There will be one (1) classification as follows:

(1) Material Handler

- (b) Definitions of Qualifications

(1) Classification No. 1

The Company will ensure that all Employee assigned to operate a lift truck will receive their competent cards to operate said vehicle.

The Company shall assume all costs related to acquiring a competent card.

The Company will endeavour to respect the definitions as outlined in this Collective Agreement.

MATERIAL HANDLER means an Employee certified to operate a lift truck, and whose functions include handling merchandise, preparing orders, and also includes warehouse work, loading and unloading goods and all related work.

- (c) Only the classifications and qualifications mentioned in Article 2.03 are accepted in this Agreement. The possible addition of new qualifications and classifications will be negotiated between the Company and the Union as per the time limits specified in the Letter of Understanding No. 1.

## **2.04 - Alienation or Company Ownership Transfer**

- (a) The Company agrees to advise the Union of the sale of the Company or of any alteration in the control of said Company within fifteen (15) days following the completion of the said sale, the whole without prejudice to any other recourse of the Union.
- (b) The provisions of the present Article 2.04 are totally without prejudice to any other rights and recourses that the Union has or could have either under the provisions of the present Collective Agreement or under any other laws applicable.
- (c) In the event of the permanent closing of an operation site, the Company and the Union agree to negotiate in good faith with regard to severance benefits for terminated Employees.

## **2.05 - Union Activity During Working Hours**

No Union activity will be carried on during working hours but those permitted by the present Collective Agreement.

## **2.06**

The Employees of the Company not covered by this Agreement will not perform work normally performed by the Bargaining Unit Employees, except:

- (a) For the purpose of instruction or training; or,
- (b) Performing management audit functions; or,
- (c) On an occasional and necessary basis in a situation that arises from an unforeseen event, including that caused by unanticipated absenteeism.

The Company shall not enter into any Agreement or contract with those Employees for whom the Union has bargaining rights, either individually or collectively, which violates any of the provisions of this Collective Agreement.

## **ARTICLE 3 - MUTUAL RIGHTS**

### **3.01 - Company's Rights**

The Union recognizes that the Company has the exclusive right to manage the work force, hire or suspend for just and reasonable cause, promote, demote or transfer any Employee and to conduct the business consistent in all respects with its obligations under this Collective Agreement.

The word "exclusive" must not be interpreted as permitting the Company to derogate from its obligations under the present Collective Agreement which it is bound to respect in the exercise of its duties.

### **3.02 - No Dismissal Nor Discrimination – Union Activities Permitted**

The Company agrees not to dismiss nor discriminate against any Employee because of Union activities permitted under the provisions of the present Collective Agreement.

### **3.03 - Actions Beyond Working Hours**

The Company agrees not to take any disciplinary measure against any Employee for acts committed outside of his working hours unless the Company proves that these acts are related to its business and that it has suffered serious prejudice as a result thereof.

### **3.04 - Not to Discharge or Take - Disciplinary Measures....**

No provision of the present Agreement can, in any case, limit or restrict the Company's right to discharge any of its Employees or take disciplinary measures against him for incompetency, dishonesty, dangerous driving, absorption of beer or alcoholic liquors, use of drugs not prescribed by a doctor while at work, appearance on the Company's property while intoxicated, wilful insubordination or any other violation of the work rules or for any other reason judged sufficient by the Company to justify such an action. In cases of discharge or discipline, which are subject to the grievance procedure, the burden of proof will devolve upon the Company.

### **3.05 - Discipline**

- (a) The Union recognizes the Company's rights to maintain order and discipline and establish or change rules and regulations to be observed by its Employees, the whole in conformity with the stipulations of the present Agreement. An Employee liable to a suspension or on whose file a disciplinary mention has been added shall be personally notified in writing with a copy of the discipline sent via email to the Union. The said notice of the disciplinary mention "for cause" or any other similar mention shall not be set forth as being the reason.

The Employee shall sign an acknowledgement of the said notice for the Company. Nevertheless, this signature does not mean that the Employee admits the offence but that he has received such notice. In the event that the Employee refuses to acknowledge by signing that he has received a notice of discipline, such refusal will not invalidate the notice of discipline.

The Company must indicate on each disciplinary notice, being added to the Employee's file, the reason or reasons of such letter and/or notice, such as reprimand, reprimand with suspension, discharge, rules of conduct not included in the disciplinary record, sick-leave record, or any other record whatsoever.

- (b) It is understood that the Company will not be permitted to impose more than one (1) sanction to an Employee for the same offence. The Company shall remit to the Union and the Shop Steward, within a reasonable period of time, a copy of each disciplinary measure added to an Employee's file.
- (c) The Company agrees to apply consistent disciplinary measures for similar offences as a general rule.
- (d) In cases of suspension, written reprimand or discharge, the Company shall enforce them within ten (10) working days of its knowledge of the incident. In the event the Company does not have sufficient information to reach a decision, it will have the right to extend such period in order to gather said information. In such a case, the Company shall notify the Union in writing. Furthermore, the Company must inform the Union as soon as its inquiry is completed and decision arrived at; failing to do so will prevent the Company from imposing any disciplinary measure whatsoever.
- (e) A disciplinary record will not for any reason be retained against an Employee more than twelve (12) months after its deposit.
- (f) Only disciplinary notices given in accordance with Article 3.05 (a) and (b) may be considered in an Employee's record.
- (g) Any Employee who is absent without any valid reason shall be liable to disciplinary measures. Furthermore, any absence from work of three (3) consecutive days or more shall be considered as a voluntary termination of employment. The Employee will have the burden of proof to demonstrate to the Company that this absence was not a "no call / no show".
- (h) The procedure described in Article 3.05 shall be compulsory unless there is mutual written consent between the parties.

### **3.06 - Strike, Lockout**

It is mutually agreed that during the term of this Agreement there shall be no:

- (a) Lockout by the Company;
- (b) Strike, work stoppage, plant occupation or slowdown either total or partial, for any reason whatsoever, by the Employee or the Union. Any strike, plant occupation, slowdown or work stoppage, either total or partial, shall render the Employee (s) involved liable to immediate dismissal.

## **ARTICLE 4 - UNION SECURITY AND DEDUCTION OF UNION DUES**

### **4.01 - Union Membership**

All Employees who are presently employed by the Company as a condition of employment must obtain and/or maintain their Union Membership in good standing.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

The Company agrees that when it hires new Employees, the Company will have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office immediately.

The Company will deduct from the first pay of an Employee any monthly Union Dues, Initiation Fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list. Initiation fees are due to the Union at the completion of ninety (90) calendar days (the probationary period). (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below.

The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code, date of hire, wage rates and date of wage increase.

The Monthly Check-Off List will reference any:

- New Members to be listed in alphabetical order with current address, postal code, and date of hire;
- New wage rates and date of wage increase;
- Terminations or resignations are to be clearly identified with current address, postal code, and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).

If the Company does not comply with the provision of this Article, it will be held responsible for the said deductions and said amounts shall have to be remitted to the Union. Notwithstanding any other provision of this Agreement, the Union will have the right to file a grievance for any sums of money and/or interest which is/are due to it, and/or information required and/or any failure to comply with any of the obligations mentioned in Article 4.

If an Employee works anytime during a month, the Company assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

Seasonal and Casual Employees will pay dues in accordance with Article 15.05, but will be subject to the above should they accept Full Time employment with the Company.

#### **4.02 - Union Dues of Absent Employees**

- a) If an Employee is laid-off or if he does not work for a period of thirty (30) days or more because of a lack of work, illness, work accident or maternity leave he must obtain a withdrawal card, if not, he will have to pay all arrears or, if needed, a new initiation fee when he returns to work. The request for a withdrawal card must be made to the Union within ninety (90) days of the layoff or the lack of work, the illness, the work accident or the maternity leave, parental leave.
- b) If an Employee does not ask for a withdrawal card and if he was absent for three (3) complete consecutive calendar months or more, he will pay a re-initiation fee instead of any arrears. At all times however, the Employee must pay the Union dues for the month where the absence began and ended.
- c) In the event the Union dues deduction must be made during the vacation period of the Employee, the Company must make such deduction from his vacation pay.
- d) The deduction of Union dues arrears or re-initiation must be made from the first pay of the Employee following his return to work. However, such deduction must not exceed the equivalent of two (2) months of Union dues (including the current month) every time and if the Employee leaves his employment prior to having reimbursed all arrears, the Company must deduct the full amount from the Employee's last pay cheque, providing that such pay allows it. Should the Company not comply with such provision within thirty (30) days following the return to work of the Employee, as provided for in the preceding paragraphs, it will be held responsible for such amounts and it will have to assume the reimbursement to the Union.

#### **4.03 - Authorization to Deduct**

In accordance with Article 4.01, the Company shall request each new or rehired Employee covered by this Agreement, on the 1st day of his employment, to sign a Union Membership Card authorizing the Company to make the deductions from his pay in accordance with the provisions of this Article, and the said forms shall be forwarded to the Union office within thirty (30) days thereafter. The Union, upon request, will supply the Company with forms to this effect.

If the Company does not comply with the provision of this Article, it will be held responsible for the said deductions and said amounts shall have to be remitted to the Union in conformity with Article 4.01.

Notwithstanding any other provision of this Agreement, the Union shall have the right to file a grievance for any sums of money and/or interest which is/are due to it, and/or information required and/or any failure to comply with any of the obligations mentioned in Article 4.

#### **4.04 - Income Tax Form**

The Company agrees to indicate on Provincial and Federal tax forms to Employee the amounts paid as Union dues to the Union.

### **ARTICLE 5 - SHOP STEWARD**

#### **5.01 - Right to Appoint Shop Steward**

The Company acknowledges the exclusive right of the Union to appoint a Shop Steward to represent the Employee. In certain cases, if deemed necessary, the Union shall have the right to name one (1) Alternate whose responsibility shall be to replace the Shop Steward when absent.

The Union shall inform the Company, by registered letter, of the name of the Shop Steward, as well as the Alternate and of any change that might be made indicating the name of the substitute.

The Company shall not be bound to admit as Shop Steward or Alternate any Employee who has not completed his probationary period and nomination has not been communicated in writing to the Company by the Union.

It is agreed that the Steward's and the Alternate's duties shall not in any way interfere with his responsibilities as an Employee towards the Company and that he shall be held responsible for the same quantity and quality of work as the other Employees when not performing his duties as Shop Steward or Alternate.

#### **5.02 - Duties of the Shop Steward**

The duties of the Shop Stewards or Alternate shall be limited to and shall not exceed the carrying out of the following duties and activities:

- (a) The Shop Steward's or Alternate's main function is to ensure the application of the Collective Agreement. This includes the investigation and presentation of grievances, discussion of same, either verbally or in writing, verification of time cards and Employees' files relevant to discipline in the case of a grievance.
- (b) A Shop Steward or Alternate involved in a discussion relative to the application of the present agreement or summoned by the Company while performing his duties as Shop Steward or Alternate shall be paid his regular rate of salary. If other meetings are necessary between the Company and the Shop Steward or Alternate, the parties shall establish the mode of these meetings. Time spent in discussing a grievance as provided in this paragraph shall be included while calculating the regular working day.

It is understood that a Shop Steward or Alternate shall not file a grievance on the pretext that work has not been provided to him while he was performing his duties as Shop Steward.

#### **5.03 - Limited Authority and Disciplinary Measures**

Shop Stewards or Alternate do not have any authority to call a strike or any other action involving an interruption in the Company's trade or business. The Company has the right to impose appropriate disciplinary measures including dismissal in the event a Shop Steward or Alternate is responsible for a strike, a slowdown or a work stoppage.

#### **5.04 - Actions Not Related to his Functions**

More particularly, but without restricting the generality of the foregoing, any action or motion from a Shop Steward or Alternate while not performing his duties as Shop Steward or Alternate shall not implicate nor bind the Union.

#### **5.05 - Absence for Union Activities**

- (a) The Union Steward or Alternate may, at their own expense and not exceeding more than one (1), at any one time may be absent from work to attend Union meetings provided that a written notice has been sent within a minimum period of seven (7) days by the Union to the Company informing the Company of said absence in order to let it make the necessary adjustments to its schedules. The maximum number of days off allowed under this Article shall not exceed seven (7) consecutive days.

However, during the period of negotiations for the renewal of this Agreement, it is agreed that after the original seven (7) day notice has been given to the Company, the Union shall, if necessary, send another notice for a shorter period in the case of Employee Members of the Bargaining Committee insofar as the said period is to a minimum of at least forty-eight (48) hours. The maximum number of accumulated days off shall be fourteen (14) days, except for absence in respect to negotiations for the renewal of this Agreement and for a Member of the Union's Executive Committee which shall be limited to a maximum of thirty (30) days.



- (b) When an Employee within the Bargaining Unit covered by this Agreement receives a Leave of Absence to take a position within the Union, which is beyond the sphere of the Bargaining Unit, the Employee will retain his/her seniority for a maximum of three (3) years within the former Bargaining Unit.

With agreement between the Company and the Union, such Leave may be extended an additional ninety (90) days. During such Leave, the Employee will not be entitled to wages or benefit coverage contained in this Agreement.

At the expiry of the time limits mentioned in this clause, said Employee will either return to the former Bargaining Unit where his/her original seniority would have been, or relinquish all such seniority rights.

#### **5.06 - Bargaining Sessions**

The Shop Steward and/or Alternate may attend all scheduled meetings held in connection with the negotiation of the collective bargaining agreements with the Company.

The Shop Steward and/or Alternate will not suffer any loss of regular pay than their regular shift or benefits by reason of such participation.

### **ARTICLE 6 - GRIEVANCE PROCEDURE**

#### **6.01 - Grievance**

- (a) Any difference of interpretation or violation of any one of the stipulations or working conditions of this Agreement by the Company or by any one of the Employees covered by this Agreement may be considered as a grievance provided the said grievance is filed in writing within ten (10) working days following the knowledge of the facts or decision.
- (b) In the event a grievance is not filed within the delays provided for in the above-mentioned paragraph on the pretence of being unaware of the facts, it shall be the responsibility of the Employee to prove that he could not have had knowledge of the said facts.
- (c) When a grievance is presented, it must describe the nature of the said grievance.
- (d) It is understood that any Employee shall have the right to insist upon the presence of his Shop Steward or designated alternate Shop Steward when he will be required to present himself before the Company for disciplinary reasons.
- (e) An Employee who feels that he has been unjustly dismissed shall file his grievance in writing within the five (5) working days following such dismissal commencing at the Second (2<sup>nd</sup>) Step of the Grievance Procedure.
- (f) Wherever the Steward is named in this Article, the Business Representative may accompany him or, if the Steward is unavailable, substitute for him.

#### **6.02 - First (1st) Step**

- (a) The affected Employee or Employees, who may be accompanied by the Shop Steward or Alternate, shall discuss the grievance with the immediate supervisor.

Failing settlement, the grievance must be submitted in writing and signed by the griever as provided in Article 6.01. The immediate supervisor shall record his decision in writing within three (3) working days of receipt of the signed grievance and shall provide a copy of such decision to the griever, the Union and the Steward or Alternate.

- (b) When a Shop Steward or Alternate presents the Company with a grievance, the Company will give the Union all documents regarding the grievance.

### **6.03 - Second (2<sup>nd</sup>) Step**

Failing settlement at the First (1<sup>st</sup>) Step, the signed written grievance may be submitted to the Operations Manager or his designate within three (3) working days of the written decision at the First (1<sup>st</sup>) Step. In such a case, the Operations Manager or his designate will arrange a meeting with the Employee and/or the Steward or Alternate and the Operations Manager or his designate will render his decision in writing.

Except by mutual agreement between the Union and the Company providing for an extension of time limits, the Second (2<sup>nd</sup>) Step must be completed within ten (10) working days from the date the grievance was submitted under this step.

### **6.04 - Procedure for Arbitration**

It shall be the responsibility of the party desiring Arbitration to so inform the other party in writing in the case of:

- (a) An Employee grievance, within twenty-one (21) calendar days after the Second (2<sup>nd</sup>) Step decision;
- (b) A Company grievance, within twenty-one (21) calendar days after the meeting with the Union representative;
- (c) A Union grievance, within twenty-one (21) calendar days after the meeting with the Company's representative.

A notice of intent to arbitrate under the foregoing provision shall contain the aggrieved party's suggestions as to a neutral person to act as an Arbitrator and within ten (10) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn propose a neutral person to act as an Arbitrator. Should either party fail to propose an Arbitrator within the required ten (10) calendar days or should the parties fail to agree on an Arbitrator within thirty (30) calendar days, either party may request the Provincial Minister of Labour to make the appropriate appointment.

### **6.05 - Final Decision**

The Arbitrator's decision shall be final and binding on the parties.

### **6.06 - Arbitrator's Power**

To render a decision, the Arbitrator is bound by the provisions of the present Agreement and has no right to amend, change, modify or add any Article or article in the present Agreement or render any decision contrary or inconsistent with its dispositions or to award damages not specifically provided for in this Agreement.

### **6.07 - Arbitrator's Fee**

The Arbitrator's fee will be assumed equally by both parties.

### **6.08 - Reimbursement**

When an arbitration decision implies a reimbursement, the latter shall be made on a separate cheque following the reception of the said decision.

### **6.09 - Grievance Alleging Violation of this Agreement**

Notwithstanding Article 6.01, the Company and the Union shall have the right to file a grievance alleging violation of any terms of this Agreement.

## **ARTICLE 7 - DISMISSAL**

### **7.01 - Severance Pay**

Any dismissed Employee shall, within the fifteen (15) working days following the date of his dismissal, receive wholly wages owed to him by the Company including earned vacation pay, if any.

### **7.02 - Acceptance of his Pay Shall not Cause Prejudice**

Acceptance by an Employee of his termination notice and/or his severance pay shall not cause him prejudice when presenting a grievance based on unjust discharge (within the period prescribed in Article 6).

### **7.03 - Reinstatement of an Unjustly Discharged Employee**

Except in the case of legal contestation by the Company, any Employee declared unjustly discharged during the arbitration shall be reinstated in his job with or without retroactive compensation according to the Arbitrator's decision.

In cases of dismissal, the Arbitrator shall have the right to annul said dismissal or to reduce it to a suspension if he judges that a dismissal is too severe. In cases of suspension, the Arbitrator shall have the right, if he judges that the term of the suspension is too severe, to reduce or annul it.

### **7.04 - Voluntary Termination - Dismissal – Submitted in Writing**

In the case of a voluntary termination of employment by an Employee or a dismissal, the termination of employment or the dismissal shall not be official unless submitted in writing.

## **ARTICLE 8 - SENIORITY**

### **8.01 - Probationary Period**

- (a) All new Employees shall be considered on probation for the first three (3) months from their date of hire, at the completion of which period the Employees shall be entitled to all rights and privileges under this Agreement.
- (b) There shall be no responsibility on the part of the Company respecting employment of probationary Employees should they be laid off or discharged during the probationary period.
- (c) In the event of hiring two (2) Employees on the same day, the seniority date ranking will be established by random draw.

### **8.02 - General Seniority Rights**

For the purpose of this Agreement, the hiring date shall be the date of the first working day of the Employee provided there are no breaks of continuous service, except as provided for by this Agreement.

Seniority will be based on the length of continuous service of a Union Employee that has been on the payroll, within the Bargaining Unit, subject to Article 8.01 and 8.03 of this Agreement. The Company will post and maintain the seniority list for the Bargaining Unit. Such up to date list will be dated and posted every six (6) months and sent to the Union office, or upon request by the Union. Any Employee that wishes to protest his/her seniority date must do so by formally reducing such protest to writing, and provide such to his/her Supervisor and the Union with thirty (30) days of his/her name first appearing on such posting.

### **8.03 - Loss of Seniority Rights**

The seniority of any Employee governed by this Agreement shall cease for the following reasons:

- (a) voluntary separation;
- (b) discharge for cause;
- (c) lack of work or layoff for a period exceeding twelve (12) months in the case of an Employee having less than one (1) year of seniority at date of layoff;
- (d) lack of work or layoff for a period exceeding eighteen (18) months in the case of an Employee having one (1) year or more of seniority at date of layoff;
- (e) failure to reply to a recall notice as specified in Article 8.06;

### **8.04 - General Seniority Rules**

The purpose of the seniority rules is to establish a policy governing layoff, recall after a layoff, promotion and assignment of daily work.

### **8.05 - Layoff and Recall**

In cases of layoff, the last hired Employee shall be the first one to be laid off and the last one laid off shall be the first one to be recalled to work inasmuch as he is qualified to perform the required work.

As soon as there is a lack of work for any reason whatsoever apt to cause a layoff, each Employee has the right to use his general seniority right to bump the junior Employee inasmuch as he is qualified to perform the required work.

### **8.06 - Recall After a Layoff**

In the event of the recall of a laid off Employee, the Company will give him a notice of recall by registered mail or courier sent to his last known address and phone call. After delivery to the said address of the notice of recall, the Employee will notify the Company of his intent to return to work. If the Employee has been laid off for a period of more than thirty (30) calendar days, he will notify the Company of his intent to return to work within the following two (2) working days. He will be allowed five (5) working days to report to work, including the two (2) working days notice.

If the layoff is less than thirty (30) calendar days but more than three (3) working days, the Employee will be allowed one (1) working day to notify the Company and one (1) additional working day to report to work.

If the layoff is of three (3) working days or less, the Employee is on call; when placing the phone call, should the Company get no answer, it will be witnessed by the Shop Steward or alternate. From there on, such Employee will lose his right to work that day, should he fail to answer his phone.

In the event the Employee fails to answer the notice of recall as stipulated in paragraphs 1 and 2 of the present Article, he will be considered as having voluntarily renounced to his rights except if he has been prevented from doing so by justifiable reasons in such a case, the burden of proof will devolve upon him.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **9.01 - Absence for Funeral**

In the event of the death of an employee's spouse, father, foster father, mother, foster mother, child, adoptive child, brother, sister, brother-in-law or sister-in-law and father-in-law or mother-in-law, the Employee shall be entitled to a three (3) day funeral leave without loss of salary to allow the employee time to assist their family in the bereavement period.

At the Employee's request, this funeral leave can be extended to five (5) days, the two (2) additional days being without pay.

In the event of the death of their grandmother or grandfather, the Employee shall be entitled to two (2) days without loss of salary to allow the employee time to assist their family in the bereavement period.

### **9.02 - Leave for a Child's Birth**

- (a) An Employee may be absent from work for five (5) days at the birth of his child or the adoption of a child. The two (2) days of absence shall be remunerated if the Employee is credited with three (3) months.

This leave may be divided into days at the request of the Employee. It may not be taken more than fifteen (15) days after the child arrives at the residence of his father or mother.

The Employee must advise his Company of his absence as soon as possible.

However, an Employee who adopts the child of his consort, may be absent from work for only one (1) day, without pay.

- (b) Pregnant woman shall be entitled to maternity leave benefits in accordance with the eligibility requirements of the Alberta Labour Standards Code, as amended from time to time.
- (c) A parent of a natural born or adopted child shall be entitled to parental leave benefits in accordance with eligibility requirements of the Alberta Labour Standards Code, as amended from time to time.

### **9.03 - Leave of Absence**

When an Employee 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, he may retain his seniority for a maximum of ninety (90) calendar days within the Bargaining Unit, provided this request is received in writing with a copy to the Union.

The starting date of such an appointment will be posted on the Union board. Notice will be given to the Union in writing prior to the Employee leaving the Bargaining Unit for any period of time. During this leave of absence such Employee will continue to be covered by the Health and Welfare and the Pension Plans as provided in this Agreement.

Employees who have been granted such a leave of absence must remain a Member of the Union and be covered under all benefits of the Collective Agreement but will not perform any duties covered by the Bargaining Unit.

Not later than on the ninetieth (90) calendar day of this period, the Employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the Employee return or be returned to the Bargaining Unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

**9.04 - Seniority Rights During a Leave of Absence**

- (a) It is mutually agreed that the period of time while an Employee is on a leave of absence shall be fully included in his seniority rights.
- (b) A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

**9.05 - Absence for Family Emergency**

A full-time Employee may be absent from work for up to a maximum of five (5) days per calendar year without pay for family reasons such as, sickness, medical/dental visit and other serious family responsibilities and extraordinary school events. Any requests for such days will not be unreasonably denied. All left days cannot be transferred to the following year.

**ARTICLE 10 - STATUTORY HOLIDAYS**

**10.01 - Listing**

The following days will be considered as paid legal statutory holidays:

- |                       |                        |
|-----------------------|------------------------|
| New Year's Day        | Labour Day             |
| Good Friday           | Thanksgiving Day       |
| Victoria Day          | Christmas Day          |
| Canada Day - July 1st | Remembrance Day        |
| Family Day            | Heritage Day/Civic Day |
| Boxing Day            |                        |

|  |   |
|--|---|
| Up to 12 months of service as of December 31 <sup>st</sup>               | Over 1 year of service as of December 31 <sup>st</sup>                    |
| One (1) paid Floating Holiday to be used in the following calendar year. | Two (2) paid Floating Holidays to be used in the following calendar year. |

Unless an Employee uses the Floating Holiday to offset an unscheduled site closure due to an unforeseen event, an Employee will be able to schedule the Floating Holiday by providing the Company with a written request seven (7) calendar days in advance. The Company shall not deny such a request unless it could impact service requirements.

In the event that a holiday falls outside the normal work week, the Company will assign such holiday to the working day immediately preceding or following such holiday unless a Government Authority otherwise proclaims or there is a written agreement between the Company and the Union to observe the holiday on another date.

When a holiday falls on Tuesday, Wednesday or Thursday, it may be observed either on Monday or Friday, preceding or following said holiday and this, with the consent of both the Union and the Company.

A paid holiday may be changed or observed on another working day provided that both the Company and the Union agree. An agreement from the Union means the presentation of a petition signed by a majority of Employees (50% plus one) countersigned and presented by the Shop Steward or his Assistant.

### **10.02 - Payment for Statutory Holidays**

Regular Employees shall be paid their regular rate of pay for all regular working hours for each statutory holiday specified in Article 10, Article 10.01 even if they do not work and notwithstanding on which week day such holiday falls.

Any Employee working on a legal statutory holiday as specified in Article 10, Article 10.01 shall be paid one and one half (1 ½) times his regular rate of pay for all hours worked, with a minimum of four (4) consecutive hours as provided for in Article 20, Article 20.02, sub-Article (b).

### **10.03 - Regular Employees Pay for Statutory Holidays**

Each regular Employee shall be paid for each statutory holiday as long as:

- (a) He has been at the Company's service for a period of thirty (30) calendar days and he has worked one (1) day during the thirty (30) calendar days preceding said holiday.
- (b) He has worked the scheduled shift preceding and the scheduled shift following the statutory holiday.

### **10.04 - Employees In Probation - Pay for Statutory Holidays**

The provisions of the Employment Standards Code of Alberta will apply for the payment of Statutory Holidays to probationary Employees.

### **10.05 - Unavailable - Paid if Meet the Requirements**

Employees who, for a major reason, do not work the schedule shift preceding and the scheduled shift following a statutory holiday, shall be paid for such statutory holiday as long as they meet the requirements of Article 10, Article 10.03 or Article 10.04. If required the burden of proof will devolve upon the Employee and he shall supply the Company with this proof within the five (5) working days following such statutory holiday.

### **10.06 - Statutory Holiday During Employee's Vacation**

In the event one or more paid statutory holidays fall during an Employee's vacation period, he shall, as an extension to his vacation, receive one (1) additional vacation day for each holiday.

There shall be an agreement with the Company as to whether such days are taken at the beginning or the end of the Employee's vacation.

## **ARTICLE 11 - PAID VACATIONS**

### **11.01 - Employees With Less Than One (1) Year of Service**

Any Employee who has not completed one (1) year of continuous service with the Company by December 31st shall in the following calendar year be granted one (1) day of paid vacation per month of continuous service completed by December 31st up to a maximum of ten (10) days. Vacation Pay shall be four percent (4%) of the Employee's total earnings from the date of his hiring to December 31st of the previous year.

### **11.02 - Eligibility and Payment for Vacations**

- (a) Any Employee who has completed one (1) year of continuous service with the Company by December 31st shall in the following calendar year be entitled to two (2) weeks vacation with pay at the rate of four percent (4%) of his total earnings including Vacation Pay in the previous calendar year.
- (b) Any Employee who has completed five (5) years of continuous service with the Company by December 31st shall in the following calendar year be entitled to three (3) weeks vacation with pay at the rate of six percent (6%) of his total earnings including Vacation Pay in the previous calendar year.

- (c) Any Employee who has completed ten (10) years of continuous service with the Company by December 31st will in the following calendar year be entitled to four (4) weeks vacation with pay at the rate of eight percent (8%) of his total earnings including Vacation Pay in the previous calendar year. One (1) week of vacation must be taken during the period of December 1 to June 30.

### **11.03 - Vacations According to Seniority**

- (a) Vacations chosen by the Employees according to their seniority shall be granted at the date selected.
- (b) Vacations must be taken during the calendar year following entitlement.
- (c) The first two (2) consecutive weeks of vacations may be taken during the months of June, July, August and September. However, if too many Employees choose their two (2) consecutive weeks in the same period, the Company will have the right to ask Employees, according to their seniority, to choose another period during such months.

Company will consider additional weeks if available in the schedule and subject to the efficient operation of the facilities.

- (d) According to the Employee's seniority, the third (3rd) and fourth (4th) vacation weeks shall be taken separately or consecutively at a time other than during the summer months. However, if too many Employees in the same classification choose such weeks during the same period, the Company shall have the right to ask Employees, according to their seniority, to choose another period.
- (e) As of the 15<sup>th</sup> of February of each year, the Company shall post, for a period of thirty (30) days, a list in order that all Employees can choose their vacations.
- (f) It is furthermore understood that the final vacation schedule shall be posted by the Company not later than April 1<sup>st</sup> of each year.

The Union agrees it shall be the responsibility of the Employee to be prepared to commit to his/her vacation selection as it relates to the above time period.

- (g) In the event that an Employee does not make his choice known during the above period of time, he will not be able to use his seniority to claim a specific vacation period but he shall accept available periods.
- (h) If an Employee obtains permission from the Company not to take his vacations at the time chosen by him, he shall afterwards choose another available period without interfering with any other Employee's chosen period.
- (i) If, at the time of taking his vacation, an Employee is absent from work, either due to an accident or sickness, he shall choose another vacation period with the mutual agreement of the Company.

### **11.04 - More than Three Weeks – May Received Payment**

In the event that an Employee is entitled to more than three (3) weeks' vacation, they may receive payment for the weeks' vacation in excess of three (3) without taking the time off Employees who have more than two (2) weeks of vacation will also have the option of carrying over one (1) week of vacation to be used prior to April 1<sup>st</sup> of the following year.



### **11.05 - Calculation of the Vacation Period**

In calculating the total period of employment required for an Employee to qualify for all paid vacations, periods of layoff up to a maximum of twelve (12) months, as the case may be, and leaves of absence, except as provided for in Article 5.05 (b) concerning Business Agents, shall be included and considered as being part of the actual period of employment provided the Employee has completed one (1) year of service.

### **11.06 - Payment for Vacations on Termination of Employment**

- (a) When an Employees leaves on vacation, voluntarily quits his employment, or is dismissed for any reason whatsoever, he shall receive as vacation or severance pay, four, six, eight percent (4%, 6%, or 8%) according to his eligibility as of December 31st of the previous year.

## **ARTICLE 12 - HOURS OF WORK**

### **12.01 - Regular Work Week**

The payroll week shall be Monday (00:00) through Sunday (24:00), unless explicitly stated to the contrary. Nothing contained in this Agreement will be construed as a guarantee of a minimum numbers of hours of work.

The regular work week for all Employee shall be of thirty seven and a half (37.5) hours divided in five (5) consecutive days and the regular work day shall be of seven and a half (7.5) hours. Overtime shall not be included in the calculation of the regular work week.

In the event that the Company elects to implement a forty (40) hours work week or a four (4) day, ten (10) hours shift, the Company and the Union will negotiate the effect of the modification.

### **12.02 - Payment for Work Performed on Saturday and Sunday**

- (a) Any work performed on an Employee's sixth (6<sup>th</sup>) day of work in a payroll week without exception shall be paid at time and one half (1 ½).
- (b) Any work performed on an Employee's seventh (7<sup>th</sup>) day of work in a payroll week without exception shall be paid at double (2) time.

### **12.03 - Evening/Night Premium**

Employees will receive a premium of seventy-five cents (\$0.75) for all hours worked on the second shift and a premium of one dollar (\$1.00) for all hours worked on the third shift.

### **12.04 - Overtime**

Any work performed in excess of eight (8) hours in a day or forty (40) hours in a week will be considered as overtime and will be paid at the rate of time and one-half of the Employee's regular rate. Such overtime shall be paid time and one-half (1 ½) up to four (4) hours inclusively in a day and after that the Employee will be paid at double (2) time for any additional hours worked in a day.

### **12.05 - Distribution by Seniority of Overtime Work Started After the Regular Work Day**

- (a) In the distribution of overtime work on a voluntary basis, the seniority within the classification shall prevail provided that the Employee is available and qualified to perform the work required. At the beginning of each month, the Company shall post a list in order that any Employee desiring, on a voluntary basis, to work overtime other than the continuation of the work performed during the regular day, and also for the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day and or any holidays can inscribe his name. It is understood that an Employee who does not inscribe his name on the list shall not have the right to claim such overtime. Addition and/or deletion could be made to said list with just cause.

- (b) Overtime will be forced in reverse order of seniority on shift, starting with the most junior qualified Employee once any Employees who have voluntarily signed the list as set out in (a) have been given the opportunity to work such overtime.

**ARTICLE 13 - WAGE RATES**

**13.01 Effective November 1, 2019**

|                  | <b>Starting Rate</b> | <b>6 Months</b> | <b>12 Months</b> | <b>18 Months</b> | <b>24 Months</b> | <b>30 Months</b> | <b>Top Rate 36 Months</b> |
|------------------|----------------------|-----------------|------------------|------------------|------------------|------------------|---------------------------|
| November 1, 2019 | \$ 18.45             | \$ 18.70        | \$ 18.95         | \$ 19.50         | \$ 20.00         | \$ 20.50         | \$ 23.35                  |
| January 18, 2021 | \$ 18.83             | \$ 19.08        | \$ 19.33         | \$ 19.86         | \$ 20.36         | \$ 20.88         | \$ 23.77                  |
| January 18, 2022 | \$ 19.20             | \$ 19.45        | \$ 19.70         | \$ 20.20         | \$ 20.71         | \$ 21.25         | \$ 24.19                  |

All wage upgrades, including progression increases, are effective the beginning of the first (1<sup>st</sup>) pay period following the identified dates above.

**13.02 - Maintenance of Acquired Rights**

Any Employee receiving higher rates than the ones provided in the preceding Collective Agreement shall continue to profit by such difference during the term of the present Agreement and the Company may, at its discretion, pay an Employee at a higher rate than the one required by his classification.

Individual working conditions presently existing and superior to this Agreement shall remain in force.

**13.03 - Lead Hand Position**

A lead hand means an Employee performing work and directing other Employee's work. He will not have any power to hire, dismiss, suspend or otherwise discipline other Employees. Moreover, he must be a Member of the Bargaining Unit. When Management finds it necessary to appoint lead hands, a notice of tender will be posted and the lead hand will be chosen according to his qualifications and seniority. Subject to Management discretion, it will be the sole responsibility of the Company to make the final choice. It is furthermore understood that the difference of salary for lead hands will be seventy-five cents (\$0.75) per hour over his classification.

Please take note that a lead hand using his seniority right to go to a preferential shift will not be able to displace the lead hand on that shift except if he is absent. This means that he will lose his lead hand responsibilities and his shift premium until he returns on his regular shift.

The Company has the right to cancel the position of lead hand with one week notice until the work volume justifies reinstating this position.

The lead hand position "bid" will be posted once a year with the annual job bids.

The Company will appoint at its discretion a back-up Lead Hand, who will earn the Lead Hand premium, where there is no Lead Hand or member of Management available to perform the duties. The premium shall only apply to hours worked as a Back-up Lead Hand, rounded up to the nearest hour.

## **ARTICLE 14 - EQUIPMENT**

### **14.01 - Joint Responsibility**

It is best for the Company and the Employees to operate only vehicles and/or mechanical, hydraulic and electrical pieces of equipment that are in safe operating conditions and equipped with the safety appliances as required by the Law.

No disciplinary measure and no loss of salary shall be suffered by an Employee who refuses to drive a defective vehicle unless such refusal is unjustified.

### **14.02 - Employee's Responsibility**

- (a) It is the Employee's duty and entire responsibility to promptly report in writing to the Company on a form supplied by the latter all defects in equipment. The Company will maintain a report system. It devolves upon the Company to maintain all vehicles in good and safe running order according to the disposition provided for in the regulations.
- (b) Any Employee who fails to report a defect in his equipment when returning it at the end of the day may be liable to severe disciplinary measures.

### **14.03 - Company's Responsibility**

- (a) The responsibility for all decisions concerning the running order of the vehicles and the operating order of the mechanical, hydraulic and electrical pieces of equipment shall rest with the Company's qualified mechanic.
- (b) It will be the Company's duty and responsibility to maintain all vehicles in safe running order according to the regulations.

### **14.04 - Protective Equipment**

The Company will maintain in good order all protective equipment required.

The Company, as required, will comply with safety legislation imposed on it by the Alberta Government.

The Company will reimburse Employees a maximum of one hundred and fifty dollars (\$150.00) per annum towards the purchase of CSA Standard safety footwear.

The Company will continue to provide safety vests, safety glasses and work gloves.

## **ARTICLE 15 - CASUAL HELP - WAREHOUSE**

### **15.01 - Definition of a Casual**

Casual help is defined as a person(s) employed by the Company or engaged through an agency as needed by the Company, or to fill an absence created by a warehouse Employee who is absent from work for any reason. The Company will not use a Casual Worker if it would cause the layoff of a Bargaining Unit Employee. In addition, a Casual Worker shall not be called in to commence work before a regular Employee on layoff, who has the ability to perform the work, has been offered the opportunity to work in that classification.

### **15.02 - Notification of Absence**

Employees who are absent must give the Company two (2) hours' notice in advance of the scheduled time for this Article to apply. In the event of such notice, the Company will make one (1) offer to the most senior available Employee who has the necessary skill and qualifications to do the work, before using a casual help.

### **15.03 - In Case of Lay Off**

Lay off warehouse Employee who have the skill and qualifications to do the work shall be given the first opportunity for casual work.

### **15.04 - Casual Time Card**

All casuals shall be required to punch a time card. Casuals' time cards will be made available upon request from the Steward and/or Business Representative of Teamsters Local involved.

### **15.05 - Fees for Casual Employees**

Effective on the date of ratification and forward, the Company will, as of the first (1) day of every month, remit Permit Fees on behalf of Casual Employees who have worked in the previous month. Such Fees will be forwarded to the appropriate Local Union, as outlined in Article 4 and will be itemized on a separate Check Off form, indicating the Employee name(s), and date(s) of work. The rate will be four dollars (\$4.00) per day, per Casual Employee, to a maximum amount equal to the Member start rate monthly Union Dues.

### **15.06 - Casual Rights**

Apart from the provision of this Article, casual help is not subject to the terms and conditions of the Collective Agreement.

### **15.07 - Maximum Time for Use of a Casual**

The Company agrees that it will use casual labour person for a maximum of three (3) months of work. Once the casual labourer has reach the three (3) months of work the casual labour person will be automatically entered on the rolls as a Zenith Logistics Employee and will join the Union as per Article 4 of the Agreement.

A casual labour person hired between the dates of August 1<sup>st</sup> and October 31<sup>st</sup>, inclusive, can work for a maximum of four (4) months of work as a casual labour person. Once that casual labourer has reached the four (4) months of work the casual labour person will be automatically entered on the rolls as a Zenith Logistics Employee and will join the Union as per Article 4 of the Agreement.

## **ARTICLE 16 - UNION BULLETIN BOARD PRIVILEGES**

### **16.01 - Bulletin Board**

The Company agrees to supply the Union with a bulletin board in a conspicuous position on which only the Union will be entitled to post.

## **ARTICLE 17 - BUSINESS AGENT**

### **17.01 - Permission to Enter Company's Premises**

Any permanent Union Representative will be allowed to enter the Company's premises inasmuch as he does not interfere with the regular operations. Such Business Agent must advise the Company of his presence.

## **ARTICLE 18 - MEDICAL EXAMINATION**

### **18.01 - Company's Right to Require a Medical Examination**

For cases of Employees returning to work from leaves related to WCB, STD, LTD, or Medical Leaves, the Company, at its expense may, request that an Employee submit to a medical examination. The Employee will have to be informed of the result of such medical examination. If the Union deems that the result of such examination is causing prejudice to the Employee, it will have the right, at its own expense, to have the Employee re-examined by its physician or if the physician is chosen by the Employee, it will be at the latter's expense. In the case of a conflict between the two (2) physicians' reports, another neutral physician shall be chosen by the parties and his final report shall be considered as executory. In the event the insurer does not pay the expenses of the neutral physician, the Union and the Company will share these expenses equally.

### **18.02 - Employee's Pay During Medical Examination Following Work Accident**

Any Employee who has been physically injured while on duty will not suffer any loss of regular wages, provided that such Employee is not paid by the Workers' Compensation Board or benefits for the day during which such accident occurred. It is understood by the parties that the Employee may be required to return to work to complete his/her shift, where reasonable, and if released to do so by a Medical Practitioner either on regular or modified duties, if available.

## **ARTICLE 19 - HEALTH AND WELFARE PLAN**

### **19.01 - PREMIUM**

The Company will pay up to three hundred and thirty-three dollars (\$333.00) for the monthly premium plus taxes for every Non-Probationary Employee eligible for coverage under the Prairie Teamsters Health & Welfare Plan. Any future increase resulting in a monthly premium over three hundred and thirty-three dollars (\$333.00) will be shared by the Company and the eligible Employees on a 50/50 basis. The Employee's portion of a premium increase will be paid through a payroll deduction.

Employees become eligible after completing their probationary period as specific in Article 8.01 of the present Collective Agreement. Employees' adherence to the insurance plan is compulsory.

### **19.02 - Remittance of Documents and Information**

The Company undertakes to remit to the Prairie Teamsters Health & Welfare Plan (Plan), within the delays prescribed by the Plan, all monies required, monthly reports, documents and information of any use to the good administration of the Plan.

## **ARTICLE 20 - GENERAL WORKING CONDITIONS**

### **20.01 - Payment from their Arrival to Work**

All Employees covered by this Agreement shall be paid their regular hourly rate from the time they report to work as requested by the Company and such time shall be considered as being part of the regular working shift and shall be paid in conformity with the applicable hourly rates. This paragraph shall not be interpreted so as to relieve the Company from its obligations as set out in Article 20.02.

## **20.02 - Minimum Pay for Employees Requested to Report to Work**

- (a) Except in cases when a fortuitous event or emergency situation prevents the operations or unless a notice to the contrary is given to the Employee by the Company or its Representative to the effect that the Employee does not have to report to work, any Employee governed by this Agreement shall receive a minimum of four (4) consecutive hours paid at his regular rate when he is requested to report to work during the regular work week. However, where the Employee has no more work to perform within his priority or secondary qualification and wishes to leave work, only the hours actually worked will be paid and the Employee must sign his time card to that effect. If the Employee wishes to complete his daily guarantee and the Company has no work within his priority or secondary qualification, the Company may assign the Employee any other work covered by this Collective Agreement when the Company judges the Employee qualified to perform such work.
- (b) With regard to overtime on a sixth (6th) or seventh (7th) consecutive day of work in a payroll week or on holidays, the guarantee shall be four (4) consecutive hours per day.
- (c) In the case of a power failure during working hours, the Company will pay all Employees required to remain at work their regular hourly rate with a minimum of four (4) hours of pay. The Company may require Employees affected by the power failure to work additional hours at the end of power failure. These additional hours may be up to the number of hours the Employee was affected by the power failure and will be paid at their regular hourly rate.

It is understood that should a power failure occur, the Company will make a reasonable effort to contact Employees before they report for their regular shift. This attempt may be witnessed by a Member of the Bargaining Unit if one is available.

## **20.03 - Recall**

Any Employee, who is called back to work after having completed his regular working shift, shall receive a minimum of two (2) hours paid at the rate of time and one-half his regular rate. For the purposes of this clause, a recall arises when the Employee has completed his working day and has left the premises.

## **20.04 - Time for Meals**

The Company shall provide a thirty (30) minute unpaid meal break which must be taken around the middle of the shift. An exception may be made in the event of emergency scheduling requirements.

## **20.05 - Sanitary Facilities**

The Company shall maintain its sanitary facilities, kitchenettes where meals can be eaten and a suitable restroom where the Employees can await work. These places will be kept clean and sanitary.

## **20.06 - Time Clock**

The Company will maintain the Kronos time recording system, which is been presently operated by the Employees.

## **20.07 - Time Allowed for Voting**

Any Employee entitled to vote shall be allowed, without loss of wages at his regular rate as provided for in Article 13.01, the necessary time off provided for by Law or municipal, provincial and/or federal voting days in order to exercise his voting right. It is agreed that whatever are the circumstances, the Employee will be allowed his full daily guarantee which means the same number of hours as his regular working day.

## **20.08 - Rest Period**

All Employees working four (4) hours or more or any other worker for whom the Union is certified and who are covered by this Agreement shall be entitled to a paid rest period of fifteen (15) minutes during his first four (4) hours of work and shall be entitled to a second paid rest period of fifteen (15) minutes during his second four (4) hours of work.

### **20.09 - Payday**

The present method of payment in effect at the time of signing this Agreement shall remain in effect for the duration of this Agreement unless there is an enterprise wide change or a change required by legislation.

The Company shall supply each Employee with a detailed statement of his weekly salary and of all deductions made indicating the items of such deductions.

Shortages on the pay shall be paid in the pay for the next full pay period. However, any shortage exceeding fifty dollars (\$50.00) shall be paid in two (2) business days.

Unless duly authorized by the Employee, the Company shall not have the right for any reason whatsoever, to deduct money from an Employee's pay or to change his time, except for court order or legal seizure.

The Company shall not have the right, for any reason whatsoever, to hold back the Employees' pay.

### **20.10 - No Individual Change Without the Union Consent**

Any future, verbal or written changes in the present Collective Agreement entered into by the Company and an individual member or a group of Employees shall be considered as null unless such changes have been approved in writing by the President of the Union or the Vice President or a Member of the Executive or a Business Agent only.

In the event of any violation of this clause the Union will have the right to the Grievance Procedure without being limited by the time limits provided in Article 6.

### **20.11 - Titles and Sub-titles for Reference Only**

All titles and sub-titles in the present Collective Agreement shall be used for reference only and must not affect its interpretation.

### **20.12 Gender and Number**

In the present Agreement, the singular shall be considered as the plural and vice-versa. The masculine gender shall be considered as the feminine gender and vice-versa as the context may require.

### **20.13 - Nullity of a Particular Article Shall Not Affect the Whole Collective Agreement**

- (a) Any provision of this Collective Agreement that is or becomes in contradiction with present or future federal or provincial laws, orders in Council, or decrees emanating from any municipal, provincial or federal government agencies with jurisdiction in such cases shall automatically become null and void. In such circumstances, the affected Article(s) shall be modified in conformity with such laws.

### **20.14 - Jury Duty**

If an Employee is required to serve as a juror in any court of law or is subpoenaed to attend a court of law as a crown witness the Employee shall be protected against loss of regular straight time pay for scheduled hours to a maximum of seven and a half (7.5) hours per day, for twenty (20) consecutive working days in a calendar year, provided that the Employee;

- (a) notifies the Company immediately on an Employee's notification that he/she will be required to attend court in either capacity;
- (b) presents proof of service requiring the Employee's attendance;

- (c) deposits with the Company the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof;

#### **20.15 - Advance in Case of Work Accident**

- (a) In the event of an Employee being unable to work as a result of a work accident and when there is no doubt about the validity of his claim, the Company shall advance to such Employee the benefits equal to those he is entitled to from the WCB/CSST, according to the laws in effect in each Province.
- (b) In such cases, the Employee shall have to sign the form issued by the WCB/CSST.

#### **20.16 - Work not Covered by this Agreement**

Any Employee performing work not covered by this Agreement shall be paid his hourly rate as specified herein and will furthermore be entitled to all other relevant benefits.

#### **20.17 - Out of Town Payments and Benefits**

An Employee working away from his or her normal work site will receive his or her regular rate of pay or the rate of pay at the relocation site, whichever is greater. In addition, the Employee will receive reimbursement for travel expenses to and from the relocation site, meal allowance, lodging allowance and if required a rental car in accordance with the Company's allowance policies

#### **20.18 - First Aid Training**

There will be a minimum of one (1) trained First Aid Attendant per shift. The Company will train or recertify such First Aids Attendants as required.

### **ARTICLE 21 - EMPLOYEE'S RESPONSIBILITY**

#### **21.01 - Accident Report**

Any Employee involved in an accident shall immediately report such accident and any relevant physical injury. Such Employee shall, immediately complete in writing, on forms supplied for this purpose by the Company, an accident report indicating the names and addresses of all available witnesses.

A copy of such report shall be given to the Union. Time spent by the Employee in completing this accident report will be paid at applicable rates. Failure to comply with this provision shall subject the Employee to disciplinary measures from the Company.

#### **21.02 - In Case of Sickness Advise the Company**

Notwithstanding Article 18.01, in case of sickness, the Employee shall advise the Company of his absence. Except in cases of questionable absences, the Company will not normally require proof of sickness by a medical certificate for absences lasting less than three (3) days.

If the Company requires that a medical certificate be provided by the Employee, the Company shall reimburse the Employee eighty (80%) percent of the cost of obtaining the medical certificate.

The sole exception to the above will be where a medical certificate is required as per 18.01 of the present Agreement.

#### **21.03 - Address and Phone Number**

- (a) It is the Employee's responsibility, to facilitate the application of this Agreement, to give the Company and the Union his telephone number and address and also to inform them of any change; failing to do so could entail loss of recourse. A notice to this effect will be posted at the same time as the seniority list during the thirty (30) days following the signature of the present Agreement.



- (b) It is also the Employee's responsibility, after an absence for sickness or any other reason, to call his immediate supervisor on the day preceding his return to work in order to have work assigned for him on the morning of his return.
- (c) The Company will supply the Union, once a year on August 31<sup>st</sup> of each year, a list with all the Employees names, addresses and telephone numbers.

## **ARTICLE 22 - COMPANY'S RESPONSIBILITY AND MAXIMUM SECURITY AT WORK**

### **22.01 - Security at Work**

The Company will take all necessary steps to maintain, during working hours, a standard of safety which is in keeping with all laws and regulations in effect. In the event of a complaint, the Company will give due consideration, investigate and take any necessary corrective action.

The Company will also form a Safety Committee under the applicable (Provincial) laws and regulations. The Employees elected to this function shall be liberated to follow courses on health and safety.

## **ARTICLE 23 - CONDITIONS OF EMPLOYMENT OR OTHERS UPON HIRING INCONSISTENT WITH THE AGREEMENT**

### **23.01 - Inconsistent Null and Void**

It is mutually agreed that all the conditions of employment agreed for upon the hiring of an Employee and which are inconsistent with the provisions of this Collective Agreement shall become null and void.

## **ARTICLE 24 - PENSION PLAN**

### **24.01 - Terms and Conditions:**

The Company will provide a Registered Defined Contribution Pension Plan with a Company match of up to three percent (3%) for eligible Employees who wish to participate. Details of such plan will be provided in booklets to be distributed to the Employees. The Plan Statement shall be the governing document in the event of any dispute regarding the Plan or Employee investments.

## **ARTICLE 25 - LEAVE OF ABSENCE**

### **25.01 - Not Obligated to Grant Leave of Absence**

An Employee who works with another Company while on leave of absence shall be deemed to have voluntarily terminated his employment, except as provided in this Agreement.

## **ARTICLE 26 - DURATION OF THE AGREEMENT**

### **26.01 - Three (3) years**

This Collective Agreement shall be effective from November 1, 2019 and end January 17th, 2023.

### **26.02 - Renewal**

If either one of the parties wishes to terminate or amend the stipulations of this Agreement, a written notice of such intent shall be given by registered letter to the other party not more than ninety (90) days nor less than sixty (60) days before the termination of the present Agreement.

It is agreed that both parties shall start negotiations for the future Collective Agreement, sixty (60) days before the termination of the present Agreement.

**26.03 - Duration**

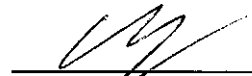
This Agreement shall remain in full force until a renewal has been negotiated or until the prescribed procedures of the Alberta Labour Code have been finalized.

DATED at Edmonton, Alberta this December 6 2019

**FOR THE COMPANY:**  
**Zenith Logistics Inc.**

  
\_\_\_\_\_  
Jeff Lundy, General Manager

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

  
\_\_\_\_\_  
Chance Hrycun, Business Agent

  
\_\_\_\_\_  
Kendra Currie,  
Area Employee Relations Manager

  
\_\_\_\_\_  
Jennifer Moulder, HR Manager

LETTER OF UNDERSTANDING #1

**BETWEEN: ZENITH LOGISTICS INC.**  
(hereinafter referred to as the "COMPANY")

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

**RE: New Equipment—Retraining**

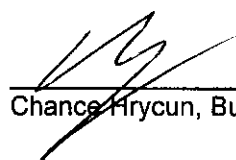
- (a) In the event that new kinds of equipment and/or operations not covered by the present Agreement are put into use, during the term of the present Agreement it is understood that the working conditions and the rates governing this equipment or operations shall be subject to negotiations between the parties. Wage rates agreed or determined shall be put into effect from the first (1st) day of the operation. The Company undertakes to advise the Union of the use of a new kind of equipment or the setting up of new operations in the five (5) days preceding the coming into force of the operations. In the event that the parties do not come to an understanding, the disagreement shall be referred to arbitration as stipulated in Article 6.
- (b) When there is a major operational change or a change in utilization of equipment which causes a shortage of work and retraining of Employees, the Company will consider the seniority and qualifications of the Employee displaced by such change.
- (c) In the above circumstances, the Company will provide each Employee affected with adequate training.
- (d) When a company requires an Employee to take further training, the Employee will be paid for all time spent in training and the cost of training paid by the Company.

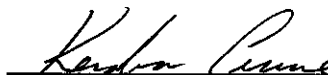
DATED at Edmonton, Alberta this December 6 2019

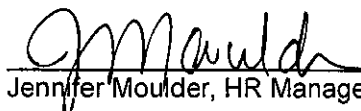
**FOR THE COMPANY:**  
Zenith Logistics Inc.

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

  
\_\_\_\_\_  
Jeff Landy, General Manager

  
\_\_\_\_\_  
Chance Hrycun, Business Agent

  
\_\_\_\_\_  
Kendra Currie,  
Area Employee Relations Manager

  
\_\_\_\_\_  
Jennifer Moulder, HR Manager

LETTER OF UNDERSTANDING #2

**BETWEEN:** ZENITH LOGISTICS INC.  
(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

The Teamsters Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (.05¢) per hour for which wages are payable hereunder, for each Employee covered by this Collective Agreement.

Payment of said funds shall be made to each Local Union Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.


This payment will be independent and separate from any other payment made to the Local.


DATED at Edmonton, Alberta this December 6 2019

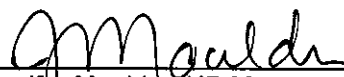
**FOR THE COMPANY:**  
Zenith Logistics Inc.

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

  
\_\_\_\_\_  
Jeff Lundy, General Manager

  
\_\_\_\_\_  
Chance Hrycun, Business Agent

  
\_\_\_\_\_  
Kendra Currie,  
Area Employee Relations Manager

  
\_\_\_\_\_  
Jennifer Moulder, HR Manager

LETTER OF UNDERSTANDING #3

**BETWEEN:** ZENITH LOGISTICS INC.  
(hereinafter referred to as the "COMPANY")

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

**RE:** Incentive Plan

During the 2019 negotiations the Company was already in the process of creating an incentive plan for hourly Team Members which would enable them to be eligible for periodical incentive payments. If approved, the incentive plan would be rolled out during the 2020 calendar year

The goal of the incentive plan will be to reward Team Members for their contributions exceeding the basic expectations of their role.

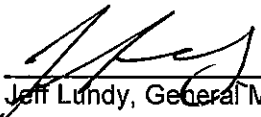
Any incentive plan in 2020 will be a trial program and it is up to the Company's discretion on whether it will be implemented in future years, adjusted, or eliminated.

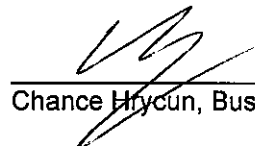
Prior to implementing an incentive plan, the Company shall communicate the details of the plan to the Union.


DATED at Edmonton, Alberta this December 6 2019

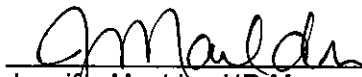
**FOR THE COMPANY:**  
Zenith Logistics Inc.

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

  
\_\_\_\_\_  
Jeff Lundy, General Manager

  
\_\_\_\_\_  
Chance Hrycun, Business Agent

  
\_\_\_\_\_  
Kendra Currie,  
Area Employee Relations Manager

  
\_\_\_\_\_  
Jennifer Moulder, HR Manager