

COLLECTIVE AGREEMENT

ENTERED INTO THIS 10th DAY OF APRIL, 2021

BETWEEN:

MTE LOGISTIX CALGARY INC.
Calgary, Alberta
(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.

May 1, 2021 – April 30, 2025

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THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE NO. 1 - OBJECTS AND UNION CO-OPERATION

- 1.1 It is recognized by this Agreement to be the duty of the Company, and the Union, and the employees, to fully co-operate individually and collectively, for the advancement of conditions.
- 1.2 The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interest of the Company.
- 1.3 In this agreement, unless the context otherwise requires:
 - a) "Union" means General Teamsters, Local Union No. 362
 - b) "Employer" means MTE Logistix Calgary Inc.
 - c) "Regular Employee" means an employee who has successfully completed his probationary period.
 - d) "Probationary Employee" means an employee who has not completed the ninety (90) days probationary period.
 - e) "Full-time Employee" means an employee hired to a full-time position.
 - f) In all areas where the language refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE NO. 2 - BARGAINING AGENCY

This Agreement shall relate only to employees and categories of employees referred to in the Certification of Bargaining Authority held from time to time by the Union, save as hereinafter expressly provided.

ARTICLE NO. 3 - POSTING OF AGREEMENT

The Company will provide a bulletin board for the posting of this Agreement, and for such notices as the Union may from time to time wish to post, and such notices shall be signed by the posting official.

ARTICLE NO. 4 - UNION SECURITY

- 4.1
 - a) 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 Fee, Union Dues, and/or assessorial charges as levied against him 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, not later than the fifteenth (15th) day of the month following the month in which deductions were made.
 - b) The Union will supply the Company with application forms for Union membership and dues deduction, which shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.

- 4.2 Every employee of the Company, covered by this Agreement, shall be a member of the Union in good standing, during the whole of the term of this Agreement, as a condition of employment with the Company save as hereinafter expressly provided.
- 4.3 In the event that a person, not a member of the Union, shall be taken into employment by the Company, such person shall join the Union within fourteen (14) days of his hiring, or be replaced.
- 4.4 The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.
- 4.5 a) Except in the case of emergency, every piece of mobile equipment used by the Company, categories of which are set out in this Agreement, whether owned or leased by the Company shall be operated by employees of the Company, members of the Union.
- b) Except as otherwise herein provided, all storing and handling of merchandise, or other goods, or materials, shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company.
- 4.6 a) A regular employee shall be considered as such an employee of the Company when:
1. he has completed his probationary period.
 2. he makes himself available to the Company for full-time employment, or as he may be needed.
- b) Part-time Employees
1. All persons employed to supplement the regular hourly work force to provide additional help on an incidental basis to cover peak work periods shall be classified as part-time employees.
 2. The Company agrees to limit the number of part-time employees to forty percent (40%) of the total work force. Therefore, a minimum of sixty percent (60%) of the total work force shall be made up of full-time employees, at all times. A one-for-one substitution shall be allowed for full-time employees who are on vacation during the months of June, July, August and September.
 3. A part-time employee shall:
 - a) be carried on a separate part-time seniority list.
 - b) be given an opportunity to qualify as a full-time employee as openings become available, and will then be placed at the bottom of the full-time employees' seniority list, providing they meet all Company qualifications and requirements.
 - c) not be called in to work outside an established shift, if regular employees are available and willing to accept that work.
 - d) not be covered under the provisions of the Health and Welfare Plan until such time as they are transferred to the full-time employees' seniority list.

- 4.7 a) All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days of employment.
- b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work, or discharged, during the probationary period.
- 4.8 The Company will indicate the amount deducted for Union Dues in the appropriate box on the employee's T-4 Slip.

ARTICLE NO. 5 - GENERAL

- 5.1 a) The Union recognizes it is the exclusive right of the Company to manage and direct the Company's business in all aspects, in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- b) The Company shall always have the right to hire, and to discipline, demote or discharge, employees for proper cause.
- 5.2 a) The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the Grievance Procedure.
- b) The Union shall appoint or elect such number of Shop Stewards as the Union deems necessary, and shall notify the Company of such appointment or election. The Company shall recognize the Shop Stewards, and shall not discriminate against them for lawful Union activity.
- c) The Company shall allow time off without pay to any employee who is serving on a Union Committee, or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.
- d) The Company shall not refuse permission to any representative of the Local Union, upon request, to enter the Company's premises in the administration of this Agreement.
- e) Notification of closure or complete transfer must be made by the Company in writing to the Union and to the employees so affected, via registered mail, at least thirty (30) days prior to any such action. Should the employee(s) see fit to decline the opportunity to transfer, or if there are no job openings within the Company available to him, such employee shall be terminated, and paid severance pay on the basis of the equivalent of one (1) week's pay at the employee's current straight time rate of pay for each one (1) year of service or fraction thereof, to a maximum of eighteen (18) weeks.

ARTICLE NO. 6 - SENIORITY

- 6.1 Seniority will be based on the length of service a regular employee has been on the payroll, subject to Section 6.2 of this Article.

- 6.2 a) A regular employee shall lose all seniority rights for any one or more of the following reasons:
1. voluntary resignation
 2. discharge for cause
 3. failure to return to work after layoff under Section 6.3 of this Article
 4. is laid off for a period of twelve (12) months.
- b) The Company agrees to re-hire laid off regular employees on a seniority basis provided they are capable of performing the required job, commencing with the last employee laid off. When recalling any employees to work after being laid off, they shall be notified by telephone, email or registered mail to the employees last known address. Once contact is made employees will be allowed three (3) days from the date of contact to confirm their acceptance of a recall, and will be allowed seven (7) days to report to work. If the employee does not accept the recall or does not return to work within seven (7) days of receiving notice from the Company, they shall lose all recall rights.
- 6.3 a) Seniority shall prevail in the event of layoffs, with the junior regular employee covered by this Agreement being laid off first, providing the senior regular employee is capable of performing the remaining job.
- 6.4 Leave of Absence, for any other reason than ill health, shall be in writing, and will consist of a maximum of thirty (30) days. Any extension of Leave of Absence over thirty (30) days, shall be in writing, and agreed upon by the Union, the Company, and the employee concerned.
- 6.5 The Company's permission for a Leave of Absence shall not be unreasonably withheld. Any employee who does not return to work within one (1) day of the termination of the Leave of Absence, shall be considered terminated.
- 6.6 Promotion Outside the Bargaining Unit
- 1) When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence to take a position with the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of one hundred and twenty (120) days within the former unit.
 - 2) At the end of this period of one hundred and twenty (120) days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights.
- 6.7 Seniority will prevail for the purpose of shift preferential, new jobs, or vacancies, providing that the employee is qualified, but there shall be no job bumping privileges.

All vacancies or new jobs shall be posted on the bulletin board for forty-eight (48) hours. In the forty-eight (48) hour period that the vacancy is posted, the Company shall have the right to assign any employee to the position.

In all bids referred to in this Article, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding and when they return, they will be given an opportunity to bid on any vacancies that were posted during their absence.

- 6.8 It shall be each employee's responsibility to furnish the Company with their current address and telephone number, in writing, and to maintain them current at all times. The Company shall be entitled to rely on its records in giving any notice called for in this Agreement.
- 6.9 The Company shall prepare and maintain one (1) Seniority List for all full-time employees, and one (1) part-time seniority list for all part-time employees.

ARTICLE NO. 7 - SAFETY CONDITIONS

- 7.1 It is to the mutual advantage of both the Company and the employee that employees shall not operate warehouse equipment which is not in a safe operating condition.
- 7.2 It shall be the duty of the employee to report in writing, on the appropriate forms of the Company, promptly, but not later than the end of their shift, all safety and/or mechanical defects on the equipment which they have operated during that shift.
- 7.3 The Company agrees to maintain clean, sanitary, washrooms having hot and cold running water, with toilet facilities, with necessary supplies.
- 7.4 The Company will provide clean and adequate lunchrooms for all employees.
- 7.5 The Company shall provide First Aid provisions in accordance with the Workers' Compensation Act.
- 7.6 All facilities of the Company, including offices, lunchrooms, washrooms, general work areas and yard and dock areas immediately adjacent to the warehouse building will be designated **NO SMOKING** areas.

ARTICLE NO. 8 - HOURS OF WORK

- 8.1 a) The recognized work day shall consist of eight (8) consecutive hours of work, not including the meal break.
- b) The recognized work week shall consist of five (5) consecutive working days.
- 8.2 Overtime pay will be provided as follows:
- All hours in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at one and one-half (1 ½) times the regular hourly rate of pay. Work performed on the employee's sixth (6th) consecutive working day will be paid at one and one-half (1 ½) times the regular hourly rate of pay. Work performed on the employee's seventh (7th) consecutive working day shall be paid at two (2) times the regular hourly rate of pay.
- 8.3 If an employee is required to work on a Statutory Holiday, the employee will be paid at one and one-half (1 ½) times the regular hourly rate of pay for all hours worked, in addition to the regular holiday pay.
- 8.4 The Company agrees that all overtime hours worked will be paid as stated in Article No. 8, Sections 8.2 and 8.3, for which overtime shall be paid at one and one-half (1 ½) times the regular hourly rate of pay, whether those hours were worked during the recognized work week, or on the sixth (6th) or seventh (7th) consecutive day of the week.
- 8.5 When a regular employee is called, and reports for work on his regular scheduled work day, the employee shall be guaranteed a minimum of four (4) hours pay.

8.6 When a regular employee is called out, or called back to work, inconsistent with their regular work day, they shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

8.7 When a part-time employee is called, and reports for work, he shall be guaranteed a minimum of four (4) hours work and/or pay.

Part-time employees will not work regular or overtime hours when regular qualified employees are available and have indicated their availability on the overtime sign-up sheet.

Part-time employees will only be used to cover vacation relief, or peak work periods. These employees will not be hired to defeat the purpose of hiring regular employees.

ARTICLE NO. 9 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

9.1 All existing employees as of April 29, 2017

	Current	April 29, 2021	April 29, 2022	April 29, 2023	April 29, 2024
a) Warehousemen > 24 Months	\$24.50	\$24.68	\$24.87	\$25.12	\$25.50
Warehousemen > 12 Months	**	**	**	**	**
Warehousemen < 12 Months	**	**	**	**	**

** Grandfather at current scale

** Note: All existing F/T employees will be at Top Rate by May 2018

b) Lead Hand Premium \$ 1.25 \$ 1.25 \$ 1.25 \$ 1.25 \$ 1.25

c) Lead Hand shall be defined as a person who may perform work and direct work of others while performing the duties of Lead Hand. He shall not have the authority to hire, fire, suspend or penalize other employees, and he shall be a Union member.

9.2 Shift Differential - For all warehouse shifts commencing between the hours of 11:59 and 05:59, a shift differential, over and above the job classification rate, will be paid to the hourly employee who works such shift.

Commencing January 1, 2001, shift differential will be one dollar (\$1.00) per hour.

9.3 New Hire Rates as of April 29, 2017

	Date of Ratification
97 months and over	\$24.65
73 – 96 months	\$23.55
61 – 72 months	\$22.90
49 – 60 months	\$21.90
37 – 48 months	\$20.90
25 – 36 months	\$19.90
13 – 24 months	\$18.90
0 – 12 months	\$17.75

9.4 Part time employee rates as of April 10, 2021

April 10, 2021	April 29, 2022	April 29, 2023	April 29, 2024
\$17.00	\$17.25	\$17.50	\$17.75

ARTICLE NO. 10 - PAY AND WORKING CONDITIONS

- 10.1 a) All employees covered by this Agreement shall be paid for all time spent in the service of the Company.
- b) Pay time shall be computed from the time the employee is ordered to report for duty, and registers in, whichever is the later, until he is effectively released from duty.
- c) The rates of remuneration as listed in this Agreement are considered as the minimum rates, and shall not preclude payment of premium rates at the discretion of the Company.
- 10.2 a) All regular employees covered by this Agreement shall be paid not less frequently than on every second Friday, all wages earned by such employee to a day not more than seven (7) days prior to the date of payment. The pay period shall commence every Sunday at 12:01 a.m.. The Company shall provide every employee covered by this Agreement with a separate or detachable, written or printed, itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, and all deductions made from the gross amount of wages.
- b) If the Company errs in an employee's paycheque, and the amount is the equivalent of one (1) day's pay or more, a cheque or cash will be issued in favour of such employees on the next business day for such shortage.
- c) Upon discharge, the Company will pay, as soon as possible, all money due the employee. Upon quitting, the Company shall pay all money due to the employee on or before the payday in the week following such quitting.

- 10.3 When an employee meets with a personal injury while on duty, which prevents him from completing his shift, he will be paid only the hours actually worked, except that if the injury is of a nature requiring hospitalization, or immediate care by a medical physician, the employee will be compensated for the full shift on that day.
- 10.4
- a) The Company agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished and maintained, free of charge, by the Company.
 - b) The Company shall provide employees with an adequate supply of gloves necessary to perform their duties in a safe manner. Such gloves will become and remain property of the Company. When these gloves, through use become, in the opinion of management, unsuitable for the job, a suitable replacement pair of gloves may be obtained from the Company without charge, by returning the unsuitable pair.
 - c) The Company agrees to provide appropriate apparel, aprons, and protective head gear, for the handling of hazardous and dangerous goods materials.
 - d) Any uniform, clothing, or other apparel, assigned to employees, shall remain the property of the Company.
 - e) Uniforms and coveralls supplied by the Company are the responsibility of the employee to keep clean. Replacements will be given upon Company approval, and receipt of the used equipment.
 - f) As a condition on employment, once per calendar year, with the proof of an itemized receipt the Company will reimburse regular employees who purchase safety footwear or work related clothing defined as work socks, sleeved shirts or outerwear, long underwear, long pants, and coveralls inclusive, to a maximum of two hundred and fifty dollars (\$250.00), provided the employee stays in the employment of the Company longer than one (1) year. Otherwise, the Company is authorized to deduct their portion of the cost from the employee's final pay, should he leave the Company's employ before the expiry of one (1) year term of service. Such safety footwear must be CSA approved. The above restriction shall apply to the first year of service only.-
- 10.5 No employee shall be asked to make a written or verbal agreement with the Company, concerning hours of work, wages, or conditions during the term of the Agreement.
- 10.6 Employees shall be notified the day previous to their being required for duty.
- 10.7 There shall be no "split shifts", and an employee will have the same starting time each day for the complete work week. If there is no posted change at the end of the employee's shift, it shall be understood that the same shifts shall apply as he had the previous week. In cases of emergency (i.e. derailments, snowslides, washouts) an employee's starting time may be changed, provided the employee is notified before quitting time, if there is a change in his starting time for the next regular work day.
- 10.8 An employee shall be entitled to a lunch period of not less than thirty (30) minutes, to be taken between the fourth (4th) and fifth (5th) hours of the shift.
- 10.9 An employee shall be entitled to one (1) paid break, not in excess of fifteen (15) minutes, during both the first half and the second half of any shift. The Company shall designate when the breaks are to be taken.

When an employee is required to work more than one (1) hour overtime, he shall be entitled to a fifteen (15) minute paid coffee break, at the discretion of the company, the employee(s) may take their coffee break during the overtime.

- 10.10 When an employee has invoked a grievance on his discharge, the Company shall pay only the Medical, Dental and Life Insurance portions of the Health and Welfare Plan, plus Union Dues, If an employee goes off work ill, or on Compensation, the Company shall pay all of the Health and Welfare fees, plus Union Dues, so that at all times the employee shall be protected to the utmost. When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid on the employee's behalf. The employee shall be responsible for reimbursement, not to exceed three month intervals.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address, to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

- 10.11 Any regular employee who shall suffer death in his immediate family (that is: Spouse, adult interdependent partner or common-law partner, Children (and their partner/spouse), Current or former foster children (and their partner/spouse), Current or former wards, Parents, step-parents and/or current or former guardians (and their partner/spouse), Current or former foster parents, Siblings, half-siblings, step-siblings (and their partner/spouse), Grandchildren, step-grandchildren (and their partner/spouse), Grandparents, step-grandparents, while actively working shall be granted an appropriate leave of absence. Full time employees shall be paid eight (8) hours for each day of said leave, to a maximum of three (3) days. Regular employees who are required to travel six hundred (600) kilometers or more round trip, to attend the funeral shall receive one (1) additional day's pay for such travel. **PROOF OF DEATH OR TRAVEL MAY BE REQUIRED, IF REQUESTED BY MANAGEMENT.**

Any employee who shall suffer a death in his/her family will receive unpaid bereavement as stipulated above for the following family members, Aunts, uncles, step-aunts, step-uncles (and their partner/spouse), Nieces, nephews (and their partner/spouse), A person the employee isn't related to but considers to be like a close relative).

ARTICLE NO. 11 - STATUTORY HOLIDAYS

- 11.1 a) All regular employees who have been on the payroll thirty (30) calendar days previous to the Holiday, shall be entitled to eleven (11) Statutory Holidays with pay.

The said Statutory Holidays are:

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

- b) Regular employees will receive eight (8) hours pay at their regular hourly rate for the Statutory Holidays as listed.

c) Regular employees shall be entitled to Statutory Holiday pay for the specified Holiday, subject to the following qualifications:

1. An employee shall not be entitled to receive pay for a Statutory Holiday where such Holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever. The employee will be entitled to such Holiday pay if absence is due to sickness or Compensation up to a maximum of twenty-six (26) weeks in any calendar year.
2. The employee who is terminated, discharged, suspended or laid off immediately previous to the said Statutory Holiday, and who is returned to work within fifteen (15) days after the said Holiday, shall be entitled to the paid Holiday.

11.2 In the event a regular employee is requested to work on his Statutory Holiday, he shall receive the rate of pay as stipulated in this Agreement, in addition to the rate as prescribed for the Statutory Holiday.

11.3 In the event any of the above mentioned Holidays fall during the employee's annual vacation, he may receive an extra day off to be added to his vacation for each Holiday. However, the employee shall notify the Company of such desire, prior to commencing his vacation.

11.4 Where a Statutory Holiday falls on a Saturday or Sunday, then either the immediately previous or following, regular working day shall be observed as the Holiday.

If and when one (1) additional Statutory Holiday, not listed above, is proclaimed by the Federal or Alberta Provincial governments, it shall be recognized, and employees will be paid in accordance with this Article.

ARTICLE NO. 12 - VACATIONS

12.1 All employees shall receive two (2) consecutive weeks vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages of the employee during the year in which he qualified for such vacation.

12.2 All employees who have completed three (3) years of continuous service with the Company, shall receive three (3) weeks vacation with pay.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee during the year in which he qualified for such vacation.

12.3 All employees who have completed nine (9) years or more continuous service with the Company shall receive four (4) consecutive weeks vacation with pay.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages earned by the employee during the year in which he qualified for such vacation.

12.4 All employees who have completed eighteen (18) years or more continuous service with the Company shall receive five (5) consecutive weeks vacation with pay.

Payment for such vacation shall be in the amount equal to ten percent (10%) of the gross wages earned by the employee during the year in which he qualified for such vacation.

- 12.5 All employees who have completed twenty-five (25) years or more continuous service with the Company shall receive six (6) weeks vacation with pay.

Payment for such vacation shall be in the amount equal to twelve percent (12%) of the gross wages earned by the employee during the year in which he qualified for such vacation.

- 12.6 Vacations will be scheduled by the Company, consistent with the efficient operation of the business. Vacation lists shall be posted on January 2 of each year, and the employees shall designate their choice of vacation time before February 28. On the first round of schedule vacation, the employee may schedule only two (2) weeks in prime time; upon the second round of the vacation schedule, the employee may schedule more than two (2) weeks in prime time, if it is available. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by April 1, and it shall remain posted for the balance of the year. This schedule will not be changed unless mutually agreed upon.

- 12.7 An employee laid off, or leaving the Company, before the completion of a full year of service, shall be entitled to a pro-rated vacation with pay computed on the same percentage of his gross wages during the portion of the year worked.

- 12.8 A calendar year shall be the period between January 1 and December 31.

Vacations due in any year must be taken during the calendar year, based upon seniority, and employees will have the right to any part of their vacation at any time within the calendar year, to be in units of no less than one (1) week.

Based on the current number of full-time employees as many as 10% of full-time employees rounded up to the nearest whole number shall be allowed to schedule their vacation during the same time period in the months of June, July, August and September, however at no time can it fall below two (2) employees off at one time.

- 12.9 An employee hired after January 1, in any year, who does not qualify for annual vacation, shall be paid an amount equal to four percent (4%) of their gross wages from the date of employment to December 31 that year. Employees then to work a full year before receiving a full annual vacation with pay. Time off without pay will be allowed during this year with such time off being calculated on the basis of holiday pay already received.

- 12.10 One thousand five hundred (1500) hours shall constitute a year of service, but no employee will be permitted to accumulate more than one (1) year of service, or any fraction thereof, in any twelve (12) month period for vacation qualifications.

ARTICLE NO. 13 - MAINTENANCE OF STANDARDS

All conditions not mentioned in this Agreement shall remain in effect as though they were part of this Agreement.

ARTICLE NO. 14 - UNION CONTROVERSY

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his duties to refuse to cross any legal picket line.

The Union agrees that there shall be no strike, stoppage of work or slow down during the life of this Agreement. The Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE NO. 15 - ALLOCATION OF OVERTIME

- a) Overtime, when required shall first be offered to the most senior employee in that location who is capable of performing the job in a satisfactory manner. If that employee does not wish to work the overtime, it shall then be offered to the next most senior employee capable of performing the job, and so on, until an employee agrees to work the overtime.

Overtime required to complete work within a facility that day shall be allocated by shift, by seniority, to employees who have signed up for voluntary overtime that day and be offered from the top of the facility seniority list to the bottom, providing the employee is capable of doing the job. In the event the Company does not get the required number of volunteers for overtime, the junior employees shall be required to work overtime. Employees who are required to work overtime will be notified two (2) hours before completion of their regular shift that they are required to work overtime.

- b) A sign-up sheet will be posted on the first business day of the week for the following week. If enough employees are not available to work overtime, the most junior employee in that location who is capable of performing the job in a satisfactory manner, shall perform the overtime work. In the event of the opportunity to send employees home early, employees will be asked, by seniority, if they wish to leave.

ARTICLE NO. 16 - DISMISSAL

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

- 16.02 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations being observed by employees, which rules and regulations shall not be inconsistent with this Agreement. The Company agrees to the steps of progressive discipline when dealing with all matters of the same or similar nature as per the Company Progressive Discipline Policy.

- 16.03 Where the employee commits an infraction:

- a) **Stage 1:** On the first offence, a documented verbal warning shall apply
- b) **Stage 2:** On the second offence for a same or similar incident, a written reprimand shall be issued.
- c) **Stage 3:** On the third offence for a same or similar incident, a written reprimand shall be issued along with a suspension from work as issued by the Company
- d) **Stage 4:** On the fourth offence, for a same or similar incident, a written reprimand shall be issued along with a dismissal from employment with the Company.

The Company agrees to give the Union a copy of any written reprimand provided to an employee. A reprimand shall be removed from an employee's file, twelve (12) months from date of issue.

Any document or discipline that is to be included in an employee's work file must have been brought to the employee's attention at the time the incident occurred, but no later than ten (10) days from each occurrence, or from the day of discovery of the violation.

ARTICLE NO. 17 - GRIEVANCE PROCEDURE

Any complaint, disagreement, or difference of opinion between the Company, the Union, or the employee covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance, and shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement.

The procedure for such adjustments and settlements shall be as follows:

- 17.1 **Step 1** - Any grievance of any employee shall first be taken up between such employee and the Operations Manager.

Time limit to institute a grievance:

Termination or layoff	-	five (5) days
All other employee grievances	-	ten (10) days.

However such employee will be entitled to representation by a Shop Steward or a Union representative.

- 17.2 **Step 2** - Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union, or Shop Steward, and the Supervisor. Such grievance shall be in writing, and signed by the employee.

- 17.3 **Step 3** - Failing settlement under Step 2, such grievance and any question, dispute, or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing, and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative authorized by the President of the Company.

- 17.4 **Step 4** - Failing settlement under Step 3, such grievance will be taken up in presentation to a Board, consisting of two (2) members selected by the Union and two (2) Company members appointed by the President of the Company.

- 17.5 **Step 5** - Failing settlement under Step 4, such grievance will be referred to an agreed-upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator, whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and the Company.

ARTICLE NO. 18 - HEALTH AND WELFARE

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

- 18.02 Any regular employee or member of the Union who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.

- 18.03 It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.
- 18.04 It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- 18.05 The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
- 18.06 The Company will ensure that employees are covered by the Alberta Health and Wellness (AHC) so that they will receive the basic coverage in accordance with that Plan.
- 18.07 All new F/T hires after Date of Ratification: After six (6) months of continuous employment, the cost of the Prairie Teamsters Health and Welfare Plan and Company Employee and Family Assistance Program shall be borne ninety percent (90%) by the Company and ten percent (10%) by the participating employee.

ARTICLE NO. 19 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry 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 (5¢) per hour for each hour worked to a maximum of one hundred and sixty-eight (168) hours per month, for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to General Teamsters Local Union No. 362 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 General Teamsters, Local Union No. 362.

ARTICLE NO. 20 – TEMPORARY HELP

- 20.1 The Company will have the right to utilize outside agency or other temporary help to address fluctuations in the work normally performed by members of the bargaining unit, provided that no work is taken away from bargaining unit employees. Temporary employees shall not operate any equipment. The Company shall pay ten cents (10¢) per hour to the Local Union Advancement Fund on a quarterly basis for each temporary person utilized to perform work.

ARTICLE NO. 21 – RELIEF DAYS

- 21.1 Each full-time employee shall earn Relief Days at the rate of one half (1/2) day per each three (3) months of full-time employment to a maximum of three (3) banked days.

Relief Days are to be applied to the standard wait period associated with approved Short Term Disability claims.

One (1) banked Relief Day is equal to one (1) day of regular earnings of the employee.

ARTICLE NO. 22 - TERMINATION AND AMENDMENTS

- 22.1 This Agreement shall be in full force and effect as of the first (1st) day of May, 2021, and continue in full force and effect through the thirtieth (30th) day of April, 2025 and from year to year thereafter, except as hereinafter provided.
- 22.2 Either Party may terminate this Agreement on any anniversary date by notice in writing to the other Party not less than ninety (90) days prior to such anniversary date.
- 22.3 Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to such anniversary date of this Agreement.

SIGNED THIS 24th DAY OF May, 2021

ON BEHALF OF THE COMPANY:
MTE Logistix Calgary Inc.


Michal Sawko
General Manager


Ashley Whittaker
Human Resources Manager


Paul Frenette
Vice President, Operations

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


Michael Murphy
Business Agent


Lukas Fominov
Business Agent

APPENDIX "A"

PENSION PLAN

- A. All existing employees as of Date of Ratification: The Company will contribute two dollars (\$2.00) per hour for each hour worked, to the Prairie Teamsters Pension Plan. The Company's contribution will increase to two dollars and fifty cents (\$2.50) April 29, 2019.

All new F/T hires after Date of Ratification: After twelve (12) months of continuous employment, the Company will contribute one dollar (\$1.00) per hour for each hour worked, to the Prairie Teamsters Pension Plan. After twenty-four (24) months of continuous employment, the Company will contribute two dollars and fifty cents (\$2.50) per hour for each hour worked, to the Prairie Teamsters Pension Plan.

- B. The contributions and remittances referred to in (a) shall be remitted monthly by the fifteenth (15th) day of the month following the month to which they refer, together with a form supplied to the Company by the Union which shall provide full instructions.
- C. Timely payment of contributions to the Trust provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
1. The Union will advise the Company of the delinquency. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and holidays, the Union may then request a meeting with the Company to provide for payment of the funds.
 2. In the case of failure of the Company to contribute into the Fund on the due date, the Trustees, in their joint names, may take legal action against the Company for the recovery of the amount due.

LETTER OF UNDERSTANDING #1

BETWEEN: MTE LOGISTIX CALGARY INC
(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)

RE: CARTAGE/TRUCKING OPERATIONS

Should MTE Logistix Calgary Inc , at any time commence a cartage and/or trucking operation, MTE Logistix Calgary Inc. will enter into negotiations with the Union concerning wages, mileage rates, working conditions and language relative to the operation of a cartage or highway operation.

The Parties agree that if they fail to come to a mutual agreement regarding such cartage/trucking operations, the matter will be subject to the Grievance Procedure.

SIGNED THIS 24th DAY OF May, 2021

ON BEHALF OF THE COMPANY:
MTE Logistix Calgary Inc.

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


Michal Sawko
General Manager


Michael Dunphy
Business Agent


Ashley Whittaker
Human Resources Manager


Lukas Fominov
Business Agent


Paul Frenette
Vice President, Operations