

THIS AGREEMENT ENTERED INTO THIS 12th DAY OF JUNE, 2021

COLLECTIVE AGREEMENT

BETWEEN:

SPECTRUM SUPPLY CHAIN SOLUTIONS

Logistics Agreement for Alberta
(hereinafter referred to as the "Company")
OF THE FIRST PART

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362

(hereinafter referred to as the "Union")
OF THE SECOND PART.

JUNE 1, 2021 – MAY 31, 2024

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Whenever the male gender is used herein, it shall also apply to the female gender where applicable.

For and in consideration of the mutual benefits likely to be obtained by way of more harmonious relationship between the Company and the Union, and the greater productive efficiency resulting therefrom, the Parties hereto covenant and agree each with the other as follows:

ARTICLE NO. 1 - SCOPE

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for a group of employees described on the ALRB certificate number 343-2002 as "all employees employed in logistics work, except supervisors, office and clerical personnel."

No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions, during the term of the Agreement.

- 1.02 There shall be no intimidation, discrimination, interference, restraint, or coercion by either Party because of employees' membership in the Union.

ARTICLE NO. 2 - UNION RECOGNITION

- 2.01 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, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial 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 Employer must deduct and pay over to the Secretary-Treasurer of the Union, 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.

The Employer must deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union by means of electronic funds transfer (EFT) on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer must, 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 and Social Insurance Number.

The Monthly Check-off List will reference any;

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

If an Employee works anytime during a month, the Employer 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

- 2.02 As a condition of employment, all employees within the bargaining unit must become members of the Union within fifteen (15) calendar days of the date of their hire, and remain a member as long as they continue to perform work normally performed by bargaining unit employees.
- 2.03 A bulletin board will be provided in a conspicuous place in the warehouse for the display of notices and other material of interest to the members.
- 2.04 The Company will grant Leaves of Absence to two (2) employees as members of the Union Negotiation Committee to negotiate a revised agreement with the Company. The Company will pay regular wages for all regular time lost as a result of negotiations meetings with the Company. Where possible, members shall be selected from separate distribution centres.

ARTICLE NO. 3 - STRIKE and LOCKOUT

- 3.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate.

ARTICLE NO. 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, except as specifically curtailed by this Agreement.
- 4.02 The Company shall always have the right to hire, and to discipline, demote or discharge employees for proper cause.

ARTICLE NO. 5 - HOURS of WORK, and OVERTIME

- 5.01 The normal hours of work shall be eight (8) hours per day, five (5) consecutive days per week, with two (2) consecutive days off. Should the Company contemplate weekly schedules other than Monday to Friday, including ten (10)-hour shifts, it will give the Union at least one (1) week notice prior to implementation, and give the Union opportunity for input.

The hours of work mentioned above shall not be construed to be a guarantee as to the number of hours of work per day, nor as to the number of hours of work per week.

- 5.02 There shall be two (2) paid, fifteen (15) minute buzzer controlled rest periods, one (1) at the mid-point of the forenoon, and one (1) at the mid-point of the afternoon. An unpaid meal period of thirty (30) minutes will be provided. This period will not commence before the employee has been on duty for three (3) hours, or after he has been on duty for five (5) hours.
- 5.03 Employees who report for work at the regular scheduled time for their shift, will be entitled to a minimum of four (4) hours work or pay at their regular classification rate, unless previously notified by the Company not to report for work. This provision shall not apply when lack of work is caused by conditions beyond the control of the Company.
- 5.04
 - a) Hours worked beyond those specified in 5.01 above, will be considered overtime, and will be paid at one and one-half (1 ½) times the regular classification rate of pay. Employee(s) required to work overtime beyond their shift, will receive a fifteen (15) minute paid break, if overtime is expected to be less than forty-five (45) minutes, work will continue and the break is to be paid. The employee, at their option, may take the break. After forty-five (45) minutes of overtime prior to commencing further overtime the break is to be scheduled to be taken.
 - b) Overtime hours may be allocated in advance, and worked prior to, as well as upon completion of a regularly scheduled shift.

- c) Any overtime worked on the sixth (6th) and or seventh (7th) day of work, will be paid at one and one-half (1 ½) times for the first four (4) hours. Any overtime in excess of four (4) hours on the sixth (6th) and or seventh (7th) day, will be paid at double (2 times) the employee's regular hourly rate.
- 5.05
- a) A shift differential of eighty five cents (\$0.85) per hour over and above the job classification rate will be paid to those employee's working shifts which commence between 12:59 and 22:00 and any work completed after 23:30 will get an additional forty five cents (\$0.45) for all hours worked.
 - b) A shift differential of one dollar (\$1.00) per hour over and above the job classification rate will be paid to those employee's working shifts which commence between 22:01 and 5:59.
- 5.06
- a) Daily call-in Monday through Sunday, shall be on a seniority basis. 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.
 - b) Overtime will be assigned to employees by seniority provided they indicated their availability on a sign up sheet posted by the employer. The signup sheet will be posted no later than Friday by 12 pm so that employees can indicate their preference to work such overtime for the following work week Sunday through Saturday.
- In the event the employer requires more employee to work overtime than those that have indicated their availability on the signup sheet, the employer will than offer overtime as outlined in 5.06 a).
- c) Employees working in the warehouse who are required to work overtime will be notified by the foreman, two (2) hours before completion of their regular shift, that they are required to work overtime. If the employee receives less than two (2) hours notice, he may refuse such overtime.
 - d) All work that is to be performed shall only be done by bargaining unit employees or agency personnel as per Article 20.01.
- 5.07 Banked Overtime - All time banked shall be at equal value (i.e. one hour of overtime equals one and one-half hours of banked time.) Banked times shall be capped at eighty (80) hours. Banked time may be taken as time off in lieu of payment, and shall be scheduled at a time approved by Management, and shall not be unreasonably denied. Banked time may be requested to fulfill eighty (80) hour requirements if all Sick / Personal days have been exhausted.
- 5.08 Seniority shall be the determining factor when temporarily moving employees to locations that they have not bid to.
- 5.09 The Company may, at its discretion post jobs which will entail a regular schedule of four (4) shifts per week, each shift involving ten (10) hours work. The following will apply in such circumstances:
- a) An unpaid meal period of thirty (30) continuous minutes will be provided. This period will not commence before the employee has been on duty for four (4) hours, or after he has been on duty for six (6) hours.

There shall be two (2) paid through twenty (20) minute buzzer-controlled rest periods, one prior to lunch and one after lunch.

- b) Overtime will be paid at the rate of time and one-half (1 ½) times the employee's regular rate after forty (40) hours per week, or ten (10) hours per day.

Overtime worked on the fifth (5th) or sixth (6th) day will be paid at one and one-half (1 ½) times the employee's regular hourly rate for the first four (4) hours. Any overtime in excess of four (4) hours on the fifth (5th) or sixth (6th) day will be paid at double (2 times) the employee's regular hourly rate.

Overtime work performed on the seventh (7th) day shall be at the rate of double (2 times) the employee's regular hourly rate.

- c) When ten (10) hours form part of the employee's regular work week, then three (3) consecutive days off will be scheduled.

- 5.10 The last five (5) minutes of the employees work day will be considered "clean up", this will allow the employees time to clean their workstation and return any machinery to its rightful place

ARTICLE NO. 6 - STATUTORY HOLIDAYS

- 6.01 For the purpose of this Agreement, the following Statutory Holidays shall be recognized:

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

- 6.02 All employees will be paid eight (8) hours pay at their regular classification wage rate for the eleven (11) Statutory Holidays.

In the event that a Statutory Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall be observed.

- 6.03 This payment shall not be made to employees who do not work their full regular scheduled shift on the work day immediately prior to any Holiday, and their succeeding full regular scheduled shift of the work day immediately following the Holiday. Employees who are absent due to illness or injury on either of the qualifying days will be paid for the Statutory Holiday, provided they submit appropriate medical certification justifying the absence.

- 6.04 Employees required to work on a Statutory Holiday shall be paid for authorized work performed at the overtime rate. This will be in addition to the Statutory Holiday pay.

- 6.05 When a General Holiday falls on an Employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday on either the last working day preceding or the first working day following such General Holiday. If mutually agreed upon between the employee and employer such lieu day may be taken off on the agreed upon date. This will be documented with a copy supplied to the employee.

ARTICLE NO. 7 - VACATIONS

- 7.01 Vacation lists shall be posted on December 1 of each year and employees shall designate their choice of vacation time before January 7th of the following year. Preference of vacation shall be determined by seniority. If an employee fails to designate their choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion, with the following exception:

An employee subject to the condition listed in 7.03 below, may take a vacation period not previously requested on the above December 1 vacation list, provided a written request is made to their Supervisor, with a minimum of three (3) weeks' notice prior to the commencement of their desired vacation period.

The Company shall post the final vacation schedule by January 15th, and it shall remain posted for the balance of the year.

- 7.02 Employees who have completed less than one (1) year of service as of December 31st, shall receive vacation prorated to four percent (4%) for the next vacation year, rounded to the nearest day, to a maximum of ten (10) days.

Employees with more than one (1) year of service but less than five (5) years, as of December 31st, shall receive two (2) weeks of vacation with pay calculated at the rate of four percent (4%) of their gross earnings.

Employees with more than five (5) years of service as of December 31st, shall receive three (3) weeks vacation with pay calculated at the rate of six percent (6%) of their gross earnings.

Employees with more than ten (10) years of service, as of December 31st, shall receive four (4) weeks vacation with pay calculated at the rate of eight percent (8%) of their gross earnings.

Employees with more than fifteen (15) years of service as of December 31st, shall receive five (5) weeks vacation with pay calculated at the rate of ten percent (10%) of their gross earnings.

- 7.03 The Company shall allow a minimum of ten percent (10%) of the seniority list to take vacation at any one time. The Company reserves the right to accommodate vacation requests according to business needs, and in seniority order. If a disagreement does occur, it will be subject to the grievance procedure.

- 7.04 If the day of observance of a Statutory Holiday falls within the period of approved vacation of employees, they shall be paid for such Statutory Holiday, and their vacation extended one (1) day, unless they are on layoff when their vacation is taken, and such layoff extends to a total of forty-five (45) or more calendar days duration.

- 7.05 The Company will recognize single-day (less than one week) allotments for vacation purposes. From the first full week of July to the last full week of August, these single-day allotments will be restricted to second choice, after all full week allotments during this time period are satisfied. This time frame will allow a minimum eight (8) week window to enable as many employees as possible to take vacation during the summer season.

All full-time employees shall receive vacation pay based on their gross earnings as per the T-4. When an employee goes on vacation he will be paid at his regular rate, from his accrued earnings pursuant to the percentage of the previous year's gross earnings, until this accrual has been depleted. All Full-time employees shall receive accrued vacation earnings for all overtime hours worked during the past twelve (12) months on the first regularly scheduled pay in January.

ARTICLE NO. 8 - CLASSIFICATION of WAGE RATES

8.01

CLASSIFICATION	CURRENT	JUNE 1, 2021	JUNE 1, 2022	JUNE 1, 2023
Special Pack	15.38	16.03	16.33	16.53
Special Pack Line Lead	17.88	18.53	18.83	19.03
Special Pack Coordinator	21.14	21.79	22.09	22.29
Inventory Control	23.30	23.95	24.25	24.45
Warehouse Lead Hand	20.34	20.99	21.29	21.49
Janitor	16.86	17.51	17.81	18.01
Warehouse	18.71	19.36	19.66	19.86
Warehouse New Hires				
Start	17.37	18.00		
6 months	17.72	18.27		
12 months	18.08	18.54		
24 months	18.44	18.82		
36 months	18.81	19.10		

Lead Hands: Employee's who direct the work force while performing bargaining unit work themselves and shall not have the right to hire, fire or discipline. Seniority, qualification and merit shall be the determining factor.

If the Inventory Control Classification is vacant, it will not be subject to the annual bid process.

8.02 At the termination of this agreement, all employee(s) hired after date of ratification will be moved from the new-hire rates of pay to the rate of pay for existing employee(s), based on their classification of work.

ARTICLE NO. 9 - SENIORITY

9.01 Employees shall be considered on probation, and will not be subject to the seniority provisions of this Agreement, for a period of ninety (90) calendar days within any period of six (6) consecutive months. Upon completion of the probationary period, their names shall be placed on the Seniority List with the date on which they started working for the Company. The dismissal of a probationary employee shall be at the sole discretion of the Company.

9.02 The Company will post and maintain a Seniority List. Up to date listings will be posted as of January 15th and July 15th each year. A copy of the current list will be provided to the Local Union. Any employee wishing to dispute his seniority date must do so in writing, and submit same to the Supervisor and the Union within thirty (30) days of the posting of the Seniority List on which his name first appeared.

9.03 In cases of layoff and recall, preference will be given to employees with the greatest seniority, provided they have the skills and ability to perform the required work.

- 9.04 a) Employees shall lose their seniority and their employment deemed to be terminated if they:
1. shall quit their employment; or
 2. shall be discharged and such discharge is not reversed through the Grievance Procedure; or
 3. are absent from work for three (3) consecutive working days without advising the office, giving reason satisfactory to the Company for such absence; or
 4. fail to return to work after layoff, within five (5) consecutive working days after notification was given by Registered Mail to their address on record with the office, unless they furnish a satisfactory reason for such failure; or
 5. shall not have worked for the Company for a period of twelve (12) consecutive months.
- 9.05 Employees wishing to transfer from repack operations into warehouse operations shall do so provided they are qualified. The Company shall qualify any employee wishing to transfer prior to utilizing a new hire.
- 9.06 Daily call in Monday to Sunday shall be by seniority.
- 9.07 The Employer shall use the principle seniority when forcing employees to work, starting with the most junior employee.

ARTICLE NO. 10 - GRIEVANCE and ARBITRATION PROCEDURE

- 10.01 All disputes arising under this Agreement, shall be adjusted and settled within the terms and conditions as set forth below, unless otherwise expressly provided in this Agreement.

STEP 1 - Any grievance of an employee shall first be taken up between the employee and the Supervisor. The employee will be entitled to have a Shop Steward present.

Time limit to institute a grievance shall be ten (10) days.

STEP 2 - Failing settlement under Step 1, the grievance will be taken up between the employee's Supervisor, or higher authority, and a Shop Steward or Local Union representative.

Step 2 must be completed within ten (10) calendar days of the completion of Step 1.

STEP 3 - Failing settlement under Step 2, the grievance or any grievance that is not subject to Steps 1 and 2, shall be reduced to writing and referred to a Grievance Committee consisting of not more than two (2) Union representatives, and not more than two (2) Company representatives. All members of the Grievance Committee shall have such authority that any settlement arrived at shall be final and binding.

Except by written mutual agreement between the Company and the Union providing for an extension of time, Step 3 must be completed within ten (10) calendar days from the completion of Step 2.

GRIEVANCE PANEL - Whereas the Company and the Union have agreed to a grievance procedure as provided in Article No. 10 of the Collective Agreement, and

Whereas the Company and the Union wish to institute an additional procedure for the resolution of grievances

Therefore, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.
2. The Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.
3. The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.
4. The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.
5. If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 (copy attached) pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.

ARBITRATION - Where a grievance on the application, interpretation, administration, or alleged violation of the Collective Agreement has not been resolved through the Grievance Procedure, either Party may notify the other Party of its intent to arbitrate the matter. The Parties will attempt to agree on a single Arbitrator. Failing agreement, either Party may apply to the Minister of Labour for the appointment of an Arbitrator.

The Parties will equally share the expenses of the Arbitrator.

The Arbitrator will not have the power to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with this Agreement.

ARTICLE NO. 11 – DISCIPLINE

- 11.01 Employees shall receive a copy of any verbal, written, or disciplinary letters that are placed on their file, with a copy to the Union. Such letters shall become part of the employee's work history. When the Employer schedules a meeting with the Employee in this regard, the Employer shall ensure that a Shop Steward or another Union Member of the Employees choice is present at such meeting. The company will only administer discipline at a meeting face to face with the employee concerned, and a steward or Union Member present, failing which the discipline shall be deemed null and void.

Verbal, written or disciplinary letters shall not be used for the purpose of compounding discipline after one (1) year. If a re-occurrence of the same or similar infraction exists within a rolling one (1) year. Progressive discipline may apply.

The Company shall follow the set out process to determine progressive discipline:

1. Verbal
2. Written
3. One (1) day suspension
4. Three (3) day suspension
5. Termination

Employees covered by this Agreement will have access to their personnel file upon written request by the employee involved during normal office hours.

Any document or discipline that is to be included in an employee's work file must have been brought to the employee's attention and dealt with 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. 12 - BEREAVEMENT

- 12.01 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, Aunts, uncles. A person the employee isn't related to but considers to be like a close relative while actively working shall be granted an appropriate leave of absence. Full time employees shall be paid eight (8) hours or ten (10) hours (depending if they are on a compressed work week) for each day of said leave, to a maximum of three (3) days.

Any employee who shall suffer a death in his/her family will receive unpaid bereavement as stipulated above for the following family members, Step-aunts, step-uncles (and their partner/spouse), Nieces, nephews (and their partner/spouse),

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.

- 12.02 Additional un-paid bereavement leave for compassionate reasons will not be unreasonable withheld.

They shall not be available for work:

1. if they are on Compensation and have not been advised by their doctor to return to work, and thus do not return to work on or before the last bereavement day;
2. if they are absent because of sickness or non-occupational accident on the working day following the last bereavement day;
3. on any bereavement day or days for which they have been granted leave of absence;
4. for any day on which they have previously been scheduled to take holidays or vacation;
5. on any bereavement days on which they are on layoff.

ARTICLE NO. 13 - LEAVE of ABSENCE

- 13.01 Leave of Absence without pay and benefits may be granted at the discretion of the Company, up to a maximum of sixty (60) days. Any further Leave of Absence than sixty (60) days must be mutually agreed upon between the Company and the Union.
- 13.02 The Company will grant Leave of Absence without pay, benefits, or loss of seniority to not more than one (1) employee at a time, who is selected by the Union to serve on Union business, provided that such employee can be spared, and provided that the Leave of Absence will not exceed one (1) year.

ARTICLE NO. 14 - LABOUR/MANAGEMENT MEETINGS

- 14.01 The Parties agree it is advantageous to communicate, address, and resolve issues in a timely manner. During the life of the Agreement, either Party may request a meeting to discuss matters relating to operation of the business as they affect employees covered by this Collective Agreement, or matters in the interest of harmonious relations between the Parties. Such requests will be in writing, specifying the areas to be discussed.

ARTICLE NO. 15 - HEALTH & SAFETY

- 15.01 Employees who have accumulated six (6) months continuous service with the Company, 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 but not limited to: work socks, sleeved shirts or outerwear, long underwear, long pants, and coveralls, to a maximum of one hundred and twenty-five dollars (\$125.00). on June 1, 2023 this will be increased to one hundred and thirty dollars (\$130.00).
- 15.02 Employees who are injured on the job, and as a consequence in the opinion of a medical doctor are unable to continue working on the day of the injury, shall be paid at their regular classification rate of pay for the balance of their regular shift.
- 15.03 Maintenance of Equipment – It is to the mutual advantage of both the Company and the employee, that all equipment will be maintained and operated in a safe manner.
- 15.04 The Company shall establish a Health & Safety Committee. The bargaining unit shall elect their half of the Committee and the Company shall appoint their representatives. All minutes must be prepared by the Company and a copy will be posted and copied to General Teamsters, Local Union No. 362's Calgary office.

ARTICLE NO. 16 - JOB POSTINGS

- 16.01 Should new jobs be created or vacancies in permanent jobs occur, the Company shall post such jobs for a period of ten (10) working days, so that employees with seniority may apply. Employees who are absent on vacation, illness, or Workers' Compensation at the time of the posting, will have the opportunity to bid on the posted job not later than the first day of their return to work, and in all circumstances of absence, not later than two (2) weeks after the posting. If their bid is successful, they will bump the previously selected person.
- 16.02 Should two (2) or more employees apply, the Company shall make the selection of the successful candidate based on seniority, provided the senior employee has the required skills, abilities, and physical fitness to do the work at the time of the selection.

If no suitable applications are received, and the Company has considered and declined employees who are absent on vacation, illness or Workers' Compensation, it reserves the right to hire.

- 16.03 Employees selected under this provision shall be given a trial period of up to thirty (30) working days to demonstrate their ability to do the job.

The Company may remove from the job, employees who during, or at the conclusion of, the trial period are not capable of performing the work to be done. Such a decision is subject to the Grievance and Arbitration Procedures.

- 16.04 The Company shall post all positions / shifts and departments for the purpose of bidding. Seniority shall be the determining factor when awarding the bid position. A full bid shall be done on the commencement of the first (1st) business day of February, once per year, for the life of the agreement.

ARTICLE NO. 17 - GENERAL

- 17.01 Seniority employees temporarily transferred to higher rated positions, shall for the complete shift receive the regular classification rate of pay of the highest paying of the job or jobs to which they are transferred on that shift.
- 17.02 The Company will indicate the amount of money deducted for Union Dues in the appropriate box on the employee's T-4 Slip.
- 17.03 Authorized agents of the Union may request to have access to the Company's establishment during working hours shall in no way interrupt the Company's working schedule.
- 17.04 The Company agrees to maintain clean, sanitary washrooms, having hot and cold running water.
- 17.05 The Company shall supply a clean lunch room for all employee's. The lunch room shall be supplied with a fridge, toaster oven, three (3) microwaves and a pop machine and vending machine for the use of the employee's.

The Company shall ensure that Lunch Room and all equipment is in good working order.

ARTICLE NO. 18 – SHOP STEWARDS

- 18.01 Shop Stewards shall be appointed or elected, as the Union so wishes, to see whether the members of the Union, and the Company, follow the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. There shall be no discrimination against the Shop Stewards for lawful Union activities, Such union activity will not interfere with the day to day operations of the Company's business.
- 18.02 The Union shall advise the Company, in writing, of the names of the Shop Stewards.
- 18.03 Shop Stewards shall be permitted to take up grievances during work hours, without loss of pay. The Employer agrees to recognize Shop Stewards for the purpose of overseeing the terms of the collective agreement being implemented and for the purpose of presenting complaints and/or grievances to the Manager.
- 18.04 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 18.05 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge, and the Steward shall have the right to representation from his Chief Steward or Union Business Agent.

ARTICLE NO. 19 - GROUP INSURANCE

19.01 The Company will obtain group life, accident, health, and dental insurance coverage from an insurer licensed to do business in the province of Alberta, for all permanent full time employees covered by this Agreement in accordance with the eligibility requirements of the subject Plans or their substitutes. Employees will be eligible for coverage under the Plans on the first (1st) day of the month following the date they complete their probationary period. The cost of coverage will be shared between the Company and the employee on either a co-insurance or co-premium basis as set out below.

- (a) Life insurance of twenty thousand dollars (\$20,000.00) with corresponding A. D. & D. benefit. Premium costs will be shared between the Company and the employee on a seventy-five percent/twenty-five percent (75%/25%) basis.
- (b) Weekly indemnity of seventy percent (70%) of regular weekly earnings to a maximum of four hundred and twenty-five dollars (\$425.00) per week for up to twenty-six (26) weeks (1-1-3-26), paid on a five (5) day basis. Premium costs will be shared between the Company and the employee on a seventy-five percent/twenty-five percent (75%/25%) basis.

Benefits shall cover from the first day of hospitalization, providing confine in the hospital continues at least three (3) days.

- (c) Seventy-five percent (75%) reimbursement of eligible prescription drugs and supplementary health expenses, with an annual maximum employee expense covered by "Stop-Loss" Catastrophic insurance.
- (d) The Dental Plan will be based on a one (1) year lag of Alberta Dental Association Schedule of Fees. Basic coverage will be on seventy-five percent/twenty-five percent (75%/25%) co-insurance. Major restorative and orthodontics will be covered on a fifty percent/fifty percent (50%/50%) co-insurance basis, with a maximum of one thousand five hundred dollars (\$1,500.00) life time on each of major restorative and orthodontics.
- (e) Vision Care Plan which will provide up to three hundred and fifty dollars (\$350.00), every twenty-four (24) months for employees and dependents towards the cost of prescription eyewear.
- (f) Company to pay for the cost of Massage Therapy to a maximum of fifteen dollars (\$15.00) per visit, to a maximum of thirty (30) visits per year.

19.02 The Company will make available, to all employees who are eligible for benefits, a Long Term Disability Plan. LTD will provide for benefits to be paid to employees to a maximum of sixty percent (60%) of annual regular weekly earnings on an integrated basis. Participation in the LTD Plan will be mandatory for all employees who are eligible for benefits, and will be one hundred percent (100%) employee paid.

Health, dental and life insurance benefits will be continued during Long Term Disability for a period equal to fifty percent (50%) of the employees seniority, but not greater than five (5) years in total.

19.03 This Article is not intended to be a detailed description of the Benefit Plans. If there is any conflict between the language in this Article and the language in the official Plan texts, the Plan texts will prevail. Once per year the Company shall supply all employee's with a copy to the Union of the current benefit booklet. Prior to any changes to the Health and Welfare Plan #24061 Division 6 as meeting shall be struck between the Company and the Union.

19.04 Extension of Benefits due to Layoff or Terminal Closures

The Company shall continue Welfare benefits by remitting the contribution defined in this Collective Agreement to the appropriate Health and Welfare Plan for any member who is laid off. Benefits will continue for thirty (30) days following the month of lay off.

ARTICLE NO. 20 –SICK LEAVE PLAN/PERSONAL DAYS

- 20.01 When employees who have unacceptable attendance records continue to be absent, and do not provide satisfactory reason for their absences, the Company may at its discretion require them to furnish proof that the reason given by them is legitimate. Should this require written notification from a doctor, the Company will pay the doctor's fees for such notes.

Each January 1st through December 31st, the Company will provide five (5) paid personal and family responsibility days to employees, for the purpose of supporting employee's when they become ill. All unused personal and family responsibility leave shall be paid out in the first pay period of January each year.

ARTICLE NO. 21 - JURY and CROWN WITNESS DUTY

- 21.01 Should employees be summoned and subsequently report for either Jury or Crown Witness Duty on a regular scheduled working day, they shall be paid an amount which when added to their Jury Duty pay will equal the amount of money regularly earned on a regular eight (8) hour day, for each day served. Employees shall be paid only if they are available for work on the days for which this benefit is claimed.

Employees shall not be available for work if they are:

1. on Workers' Compensation and have not been advised by their Doctor to return to work, and thus do not return to work on or before the last day of Jury or Crown Witness service; or
2. absent because of sickness or non-occupational accident; or
3. on authorized Leave of Absence, other than Leave for Jury or Crown Witness Duty; or
4. on scheduled Statutory Holidays; or
5. on layoff or suspension.

ARTICLE NO. 22 - TEMPORARY HELP

- 22.01 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. The Company shall pay twelve cents (12¢) per hour to the Local Union Advancement Fund on a quarterly basis for each temporary person utilized to perform work.

Temporary help will be limited to not more than twenty percent (20%) of the hours worked by permanent employees, when calculated on a quarterly basis, upon mutual agreement during peak periods (quarter end, year end, and during high periods of vacation or unpaid leave of absences) the percent for temporary help may be increased to twenty five percent (25%)

This percentage does not include the special pack operation. The Company will provide the Union with quarterly reports of permanent and temporary hours worked, and if the one hundred percent (100%) threshold is exceeded in two (2) consecutive quarters, the Company will meet with the Union to consider the need for additional permanent staff.

Before permitting temporary help personnel to operate power equipment, the Company will satisfy itself by review of each person's previous experience, that they are competent to operate this equipment in a safe and efficient manner.

ARTICLE NO. 23 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- 23.01 The Company shall make contributions of five cents (5¢) per hour for each regularly scheduled hour of work of the employees covered by the Collective Agreement. Payment of said funds shall be made quarterly, to the General Teamsters, Local Union No. 362 Union/Industry Advancement Fund, by the fifteenth (15th) day of the month following the calendar quarter to which they refer.

ARTICLE NO. 24 - GROUP REGISTERED RETIREMENT SAVINGS PLAN (GROUP RRSP)

- 24.01 The Company will continue to provide a Group Registered Retirement Savings Plan, and effective Date of Ratification, will pay in to this Plan, an amount of one dollar and seventy-nine cents (\$1.79) for each hour paid for each permanent employee. Each permanent employee will be required to contribute thirty cents (30¢) into the Plan for each hour paid.

The employee contribution will remain at the thirty cents (30¢) for the duration of this agreement, however, Company contributions will increase as follows:

June 1, 2023 – two dollars and four cents (\$2.04) per hour

ARTICLE NO. 25 – PAYDAY AND PAY STATEMENTS

- 25.01 a) All employees covered by this Agreement shall be paid on a definite bi-weekly basis, and dates will not be altered without consent of the Union.
- b) The employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, either time and one-half (1 ½) or double time (2 times), the rate of wages applicable, and all deductions made from the gross amount of wages. Payment of wages will be made by direct deposit to the employee's bank account.
- c) Any error in payroll calculation by the employer, of eight hours or more, shall be paid to the employee within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays of the error being brought to the attention of the Management Team. All pay adjustments will be explained in full.
- d) Failure by the employer to correct a payroll error within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays, of being notified, in writing, will result in a penalty of four (4) hours pay per day until the error is paid.

ARTICLE NO. 26 – SEVERANCE PAY

- 26.01 Employees laid off because of lack of work or if the Company shuts down for any reason, shall receive a severance package of one (1) week per year of full service, based on forty (40) hours per week. The severance package shall be calculated based on the employee's seniority and hourly rate of pay on his last day of active employment. This payment is independent of any other payment due to the employee

ARTICLE NO. 27 - DURATION of AGREEMENT


27.01 The Parties hereto mutually agree that this Agreement shall remain in effect from June 1, 2021 to May 31, 2024 unless no more than ninety (90) days notice of desire to amend or terminate shall be given prior to the expiry date of this Agreement.

If no renewed Agreement is reached at the expiration of this contract, and negotiations are continued, the Agreement shall remain in full force up to the time a subsequent Agreement is reached, or until conciliation services under the Labour Relations Code have been exhausted. If notice of desire to amend this Agreement is given by either Party, the other Party agrees to meet for the purpose of negotiations within ten (10) days after the giving of such notice, if requested to do so.

SIGNED THIS 21ST DAY OF Sept. 2021

ON BEHALF OF THE COMPANY:

Spectrum Supply Chain Solutions
Logistics Agreement for Alberta



Glenn Welsh
Vice President Operations

ON BEHALF OF THE UNION:

General Teamsters Local Union No. 362



Michael Dunphy
Business Agent

Mike Eberley
General Manager

Lukas Fominov
Business Agent

LETTER OF UNDERSTANDING #1

BETWEEN: SPECTRUM SUPPLY CHAIN SOLUTIONS
Logistics Agreement for Alberta

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

RE: EXPANSION OF WORK UNDER CERTIFICATE #343-2002

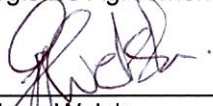
The Parties hereto agree as follows:

There shall be one overall seniority listing. This list shall be expanded each time a new group of employee or new operation(s) are added. Current members shall have the right to bid into a new Logistics facility at the time of start-up. Members may move to a new or different Logistics facility as outlined in Article 16 – JOB POSTINGS, if they are to be laid off as a result of shortage of work, or a new facility is to be opened.

SIGNED THIS 21ST DAY OF Sept. 2021

ON BEHALF OF THE COMPANY:

Spectrum Supply Chain Solutions
Logistics Agreement for Alberta




Glenn Welsh
Vice President Operations



Mike Eberley
General Manager

ON BEHALF OF THE UNION:

General Teamsters Local Union No. 362



Michael Dunphy
Business Agent



Lukas Fominov
Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: SPECTRUM SUPPLY CHAIN SOLUTIONS
Logistics Agreement for Alberta

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

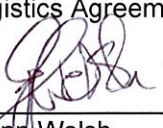
RE: INCENTIVE PROGRAM

The Parties hereto agree that:

During the term of this agreement, every June 15th and December 15th of each year, the Employer shall pay each employee one hundred dollars (\$100.00) provided that the employees meet or exceed the target numbers set out between the Employer and their clients. An employee must work a minimum of one (1) shift during the respective six (6) month time period. Target number shall be a combination of cases per hour picked, shipping, receiving, product reliability and accuracy.


SIGNED THIS 21ST DAY OF Sept. 2021

ON BEHALF OF THE COMPANY:
Spectrum Supply Chain Solutions
Logistics Agreement for Alberta



Glenn Welsh
Vice President Operations

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



Michael Dunphy
Business Agent



Mike Eberley
General Manager



Lukas Fominov
Business Agent