

COLLECTIVE AGREEMENT

BETWEEN:

Quantum Lifecycle Partners LP
City of Edmonton Materials Recycling Facility
Edmonton, AB
(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

January 1, 2022 – December 31, 2026

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ARTICLE NO. 1 – BARGAINING AGENCY

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and Grievances arising from the Collective Agreement, of all Employee's of the Employer located at Site 700, 250 Aurum Road NE, Edmonton, Alberta (the "Facility"), except office, clerical and Quantum Lifecycle Partners LP personnel as per Alberta Labour Relations Board Certificate Number C1874-2021 (the "Certificate").
- b) The term "Employee" as used in this Collective Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Collective Agreement and is a member of the Bargaining Unit.
- c) All work within the Bargaining Unit shall be performed only by those Employees coming within the Bargaining Unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article 3 herein, except in the case of training, to maintain required certifications, or in the event of unforeseen circumstances beyond the control of the Employer, providing it does not deprive members of the Bargaining Unit of ongoing work.
- d) Third-parties shall not be utilized within the Facility to replace Full-Time Employees.

ARTICLE NO. 2 – DURATION OF COLLECTIVE AGREEMENT

- a) This Collective Agreement shall be in full force and effect from and including the Date of Ratification up to and including December 31, 2026, the "Expiration Date", and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the Expiration Date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement, or a new collective agreement.
- b) Should either Party give written notice to the other Party pursuant to Article 2(a), this Collective Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of this Collective Agreement, or a new collective agreement.
- c) This Collective Agreement shall be deemed to be terminated in its entirety on 23:59 of the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 3 – UNION SECURITY

- a) The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein.
- b) The Union will supply the Employer with application forms for Union Membership and dues deductions. The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union application for membership cards prior to commencing work and mail same to the Local Union Office.
- c) It is agreed that as a condition of employment, each Employee shall become, and remain, a member in good standing of the Union.

- d) For the purpose of this Collective Agreement, the sole definition of Membership in good standing means that each Employee must pay in accordance with the provisions of this Collective Agreement, the monthly Union Dues, assessments, and Initiation Fees required to be paid by all Members of the Union, and so indicated on the monthly Check-Off List as provided by the Union to the Employer.
- e) Authorized Agents of the Union shall, after requesting permission which shall not be unduly denied by the Employer, have access to the Facility for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Collective Agreement is being adhered to, provided however that there is no interruption of the working schedule.

ARTICLE NO. 4 – DEDUCTION OF UNION DUES

- a) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union Dues and Initiation Fees and assessments which may be levied in accordance with the Union By-laws, owing by said Employees hereunder to the Union.
- b) The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union 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).
- c) Should the schedule of monthly Union Dues and/or Initiation Fees be changed, the Secretary-Treasurer of the Union shall inform the Employer in writing sixty (60) calendar days in advance of such change. Such altered schedule shall become part of this Collective Agreement.
- d) The Employer 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 each Employee along with current address, postal code, and date of hire.
- e) The Monthly Check-off List will reference any;
 - i. New members to be listed in alphabetical order with current address, postal code, date of hire.
 - ii. Terminations or resignations are to be clearly identified with current address, postal code, and date of termination or resignation; and
 - iii. Any current address changes to be updated as well as name changes (e.g. marriage).
- f) 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 Office. This shall include Probationary Employees.
- g) Upon the first paycheque after an Employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the Employee's name, will be added to the Union Check-Off List, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the Employee within the first ninety (90) calendar days of employment. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month until the Initiation Fee is fully paid.
- h) All Employees referred to above, will be required to sign an authorization form for deductions and remittances billed by the Local Union Office.

- i) The Union shall forward all authorization forms to the Employer.
- j) On the date of hire, the Employer shall provide a schedule to all Employees detailing the pay periods in which Union Dues shall be deducted.

ARTICLE NO. 5 – MANAGEMENT RIGHTS

- a) Unless expressly limited or addressed by this Collective Agreement, the Employer retains the right to manage all aspects of the operation including but not limited to:
 - i. the exclusive responsibility for and authority over the management, operation and maintenance of its facilities,
 - ii. the right to determine policy affecting the selection, hiring, and training of employees; to direct the work force and to schedule work;
 - iii. to institute and enforce reasonable rules of conduct;
 - iv. to assure discipline and efficient operations;
 - v. to determine what work is to be done, what is to be produced and by what means;
 - vi. to determine the quality and quantity of workmanship;
 - vii. to determine the size and composition of the work force;
 - viii. to determine the allocation and assignment of work to employees;
 - ix. to alter, combine, or eliminate any job, operation, service, or department;
- b) The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by Employees, which rules and regulations will not be inconsistent with this Agreement. The Employer will post notices of changes to policies and procedures at least seven (7) calendar days prior to implementation.

ARTICLE NO. 6 – LEAVES OF ABSENCE

- 6.01 a) Unless otherwise specified, Employees requesting a leave of absence must submit written request including the start and end dates of the leave, to the Employer at least thirty (30) calendar days prior to the beginning of the leave. Special consideration will be given for emergency situations where thirty (30) calendar days notice cannot be provided.
- b) For requested leaves that are longer than five (5) calendar days in duration, said written request will include relevant contact information for the duration of the leave if different than what's on file at the Employer.
- c) The Employer must reply to said written request within fourteen (14) calendar days.
- d) Where specified, leaves require written approval from the Employer. The Employer will notify the Union of any approved leaves for longer than thirty (30) calendar days in duration. The Union may deny a leave longer than 30 calendar days with just cause.
- e) Any Employee hereunder on an unpaid leave of absence engaged in gainful employment, without prior written permission from both the Employer and the Union, shall forfeit their seniority rights and their name will be stricken from the Seniority List, and they shall no longer be considered an Employee of the Employer.
- f) During an authorized leave of absence, an Employee will maintain and accrue seniority.

- g) Seniority rights shall cease, and employment will end, for any employee who:
- fails to return to work on the day after the expiry of a leave of absence without legitimate reason and without supporting documentation satisfactory to the Company;
 - is working for another employer while on a leave of absence unless the Company approved such work in advance of the leave, or otherwise misuses or abuses a leave of absence.
- h) The Company may grant an employee who has completed his probationary period a leave of absence without pay and without loss of seniority for up to sixty (60) calendar days where, in the opinion of the Company, good and sufficient cause exists for the granting of the leave and the leave will not interfere with the Company's operations.

6.02 JOB PROTECTED LEAVES

- a) Employees are eligible for a variety of Job Protected Leaves as defined in the Alberta Employment Standards Code on the Date of Ratification plus any additional Job Protected Leaves subsequently added to the Alberta Employment Standards Code. Employees may be asked to provide proof of eligibility for the requested Job Protected Leave.

6.03 PAID BEREAVEMENT LEAVE

- a) An Employee is entitled to a paid leave of absence of up to three (3) calendar days to grieve, attend a funeral, and take care of issues relating to the death of a member of their Immediate Family as defined in the Alberta Employment Standards Code.
- b) An Employee will be paid for the hours of their Regularly Scheduled Shift on the day bereavement leave is taken.
- c) An Employee must give the Employer notice as soon as is reasonable before taking their bereavement leave.
- d) In the event an Employee is notified of a death in their Immediate Family while working, they will be relieved from duty and paid for the balance of their shift. This portion of paid leave shall be in addition to the entitlements in Article 6.2(a).

6.04 JURY DUTY LEAVE

Any regular full-time Union employee who is required to perform Jury Duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or Witness Fee, at his regular straight-time hourly rate of pay for his regular scheduled hours of work.

Upon notification of being required to appear for Jury Duty or Witness Attendance, the employee will advise the Company, and arrangements for the employee's absence to attend which are suitable to both the Company and the employee will be made at that time.

It is understood that such reimbursement shall not exceed eight (8) hours pay per day, and shall not exceed forty (40) hours per week for hourly paid employees. Jury Duty pay shall not exceed 14 calendar days.

6.05 UNION BUSINESS LEAVE

- a) An Employee who goes to work for the Local Union which represents the Employee in their Bargaining Unit, may apply for an unpaid leave of absence from the Employer for a period not to exceed one (1) calendar year. Such leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Local Union Office. The Employee will continue to accrue seniority during such leave. At the expiration of one (1) calendar year the Employee must return to their former position or relinquish all seniority rights with the Employer. This provision is limited to one instance per Employee and to one Employee off for such leave at a time.
- b) The Employer shall allow time off work, without pay, to Employees serving as Union delegates to related conferences or functions, provided all requests for time off are submitted in writing by the Local Union Office thirty (30) calendar days in advance. No Employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- c) An Employee who is participating as a member of the Bargaining Committee for collective bargaining will be paid by the Employer, their scheduled hours of work at their regular rate of pay for all days met with the Employer. The Employer will subsequently invoice the Union for payment of one half of said pay. Members of the Bargaining Committee will not be required to report to work on days spent collective bargaining. Union orientated meetings will not qualify for payment under this Article.

6.06 PAID SICK LEAVE

- a) An Employee is entitled to three (3) calendar days paid sick leave per calendar year. Employees will be paid for the hours of their Regularly Scheduled Shift on the day the sick leave is taken, or the balance of the hours remaining in their shift if they leave part way through the shift. For purposes of sick day tracking and year end payouts, partial shifts will be counted as full days.
- b) The Employee shall notify the Employer of the need to use Sick Leave prior to the commencement of their Regularly Scheduled Shift via the call-in procedure.
- c) Sick leave may be used for any of the following purposes:
 - i. Personal illness, injury, or medical appointments; or
 - ii. Illness or injury of a member of the Employee's Immediate Family where the Employee must act as care-giver.
- d) Sick Leave must be exhausted prior to commencing any of the following leaves:
 - i. Critical illness leave;
 - ii. Long-term illness leave; or
 - iii. Injury leave.
- e) In the case that an Employees is absent from work for a period of three (3) or more calendar days consecutively, a signed certificate by a qualified physician explaining the reason for absence may be requested by the Employer upon the Employee's return to work. The cost of the signed certificate is to be paid by the Employer.

6.07 ABSENTEEISM

- a) An Employee's absence will be considered excused if covered by one of the leaves defined above. No employee shall be absent from work without the express permission of the employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall report the absence for work, no less than one (1) hour prior to the start of their shift.
- b) Unexcused absentees are subject to progressive discipline or termination as defined in policies on discipline and separation of employment.

ARTICLE NO. 7 – SHOP STEWARDS

- a) The Union will appoint or elect Shop Stewards from Full-Time Employees who have completed their Probationary Period and will notify the Employer in writing of the appointment or election. The Employer will only recognize such Shop Stewards when notified in writing by the Union, and will not discriminate against them for lawful Union activity. There shall be an approximate ratio of one (1) Shop Steward per fifty (50) employees.
- b) Shop Stewards are required to actively work in their craft. The Employer will utilize Shop Stewards as the Union Representative for discipline meetings and during the Grievance Procedures defined in Article 11.
- c) The Union will supply to the Employer on or about each January 1, a list of the Employees acting as Shop Stewards.
- d) Shop Stewards will suffer no loss of regular pay when processing Grievances under the Grievance Procedure.
- e) The Employer will notify the Local Union Office prior to the discipline or dismissal of any Shop Steward.

ARTICLE NO. 8 – HEALTH AND SAFETY

- a) Personal Protective Equipment, as determined by the Employer, which shall be consistent with the rules and regulations of the Alberta Workers' Compensation Board ("WCB"), will be supplied by the Employer and will be without cost to the Employee. Coveralls supplied to Employee's will be cleaned by the Employer weekly. Any changes in current practices for smocks and coveralls will be discussed between the Union and the Employer.
- b) The Employer will provide an allowance to Employees requiring safety footwear. The allowance will be paid once every twenty-four (24) months. Each Employee shall receive up to \$200 after a receipt has been submitted.
- c) The Employer will define approved footwear.
- d) The Employer will provide a clean and adequate space for breaks. The Employees will be responsible to ensure the space and equipment is kept in a neat and tidy condition.
- e) A two (2) foot by two (2) foot lockable board will be provided in the lunchroom area for the sole use of the Union to post official Union notices to the Employees. Content to be reviewed with the Employer prior to posting.
- f) Lockers will be provided to Employees to secure their personal belongings at the workplace.

- g) Employees and Management will cooperate to the fullest extent in the matter of occupational health and safety. Safety and good housekeeping are the responsibility of every employee. All employees are expected and required to observe the Company's safety regulations and OHSA, to cooperate in the maintenance of safe conditions and to work in a safe manner. The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.
- h) Employees must wear all safety equipment and clothing directed to be worn or utilized by the Company.
- i) An employee who is injured while working on the job and is unable to finish the shift shall be paid for the remainder of the shift.

ARTICLE NO. 9 – CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or contract with the Employees covered by this Collective Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Collective Agreement or any statute of Canada. Any such agreement will be null and void.

ARTICLE NO. 10 – TRANSFER OF TITLE OR INTEREST

- a) This Collective Agreement will be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation will continue to be subject to the terms and conditions of this Collective Agreement for the life thereof.
- b) It is understood by this Article that the Parties here to will not use any leasing device to a third party to evade this Collective Agreement. The Employer will give notice of the existence of this Collective Agreement to any purchaser, transferee, lessee, assignee, *etc.*, of the operation covered by this Collective Agreement or any part thereof. Such notice will be in writing, with copy to the Local Union Office, not later than the effective date of sale.

ARTICLE NO. 11 – GRIEVANCE PROCEDURE

- a) All differences arising with respect to the interpretation, application or operation of this Collective Agreement, or a contravention or alleged contravention of this Collective Agreement, collectively referred to herein as a "Grievance", will be settled within the terms and conditions as set forth in this Collective Agreement in the manner provided by this Article, unless otherwise expressly provided in this Collective Agreement. The procedure for settlement will be as follows:
- b) **STEP 1:** Any Grievance initiated by an Employee must first be made in writing by the Employee with reference to the disputed Article of this Collective Agreement and must be initiated within fifteen (15) calendar days of the event giving rise to the difference.
- c) After receipt of the written Grievance, the Employee and/or an available Shop Steward of the Employee's choice, and an appropriate representative of the Employer will endeavour to resolve the Grievance within seven (7) calendar days.
- d) **STEP 2:** Failing settlement under Step 1, the Grievance will be taken up between an appropriate representative of the Employer and a Local Union Representative and a Shop Steward of the Union's choosing if the Union so chooses to include a Shop Steward.
- e) **STEP 3:** Failing settlement under Step 2, the Grievance will be referred to and taken up between two (2) Local Union Representatives selected by the Union and two (2) Employer representatives.

- f) **STEP 4:** Failing settlement under Step 3, the Employer and the Union may, if mutually agreed, request that the Grievance be referred to a Grievance Panel
- g) The Grievance Panel shall meet to hear and determine the Grievance, and render a decision after hearing the matter brought before it.
- h) The majority decision of the Grievance Panel on the disposition of a Grievance will be final and binding upon all Parties, and will have the same effect as a decision rendered by an Arbitrator but will not be used as precedents. The cost of the Grievance Panel will be borne equally by the Union and the Employer.
- i) **STEP 5:** Failing settlement under Step 3 or Step 4, the matter may be referred to an Arbitrator who will meet with the Parties to the Grievance to hear both sides of the Grievance.
- j) The Arbitrator shall be requested to hand down a decision within thirty (30) calendar days following completion of the hearing and this decision will be final and binding on all Parties to the Grievance.
- k) The cost of the Arbitrator will be borne equally by the Union and the Employer.
- l) Grievances under this Article may be initiated by any Employee, a group of Employees, the Union, or the Employer. In the event the Employer initiates a Grievance, the steps laid out above shall apply, but in the corresponding perspective.

ARTICLE NO. 12 – COACHING AND COUNSELLING

- a) When an Employee is suspended by the Employer during an investigation, the suspension will be without pay for a maximum of three (3) working days. Further days off will be with pay until such time as the Employer makes a decision as to the appropriate discipline.
- b) When an Employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the Employee is entitled to have, at their request, their choice of an available representative of the Union in attendance. If no Union rep is provided the discipline will become null and void. The Employee and the Union Representative will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the Employee will be given the opportunity to provide a full explanation as part of the investigation hearing.
- c) The Employer agrees to recognize the principle of the progressive discipline as follows:
 - i. Counseling.
 - ii. Verbal Warning.
 - iii. Written Warning.
 - iv. Suspensions 1 - 3 days suspensions.
 - v. Termination of employment may be utilized.

However, for infractions of greater significance and consequence the progressive discipline principles may not be followed and more severe discipline up to and including termination may be warranted.

Discipline history older than twelve (12) months will not be used to compound new disciplinary actions, provided the twelve (12) months prior to the new incident have been discipline free.

- d) An Employee will receive a copy of any disciplinary record placed on their Personnel File, including reprimands, with a copy to the Local Union Office. Upon request, Employees will be permitted to review their Personnel File.

- e) The Parties embrace the principles of progressive discipline. The severity of the discipline will be determined by the Employer. Disagreement between the Parties shall be settled per the Grievance Procedure set forth in Article 11.

ARTICLE NO. 13 – PAYDAY AND PAY STATEMENTS

- a) Payday shall be every two (2) weeks. Should a change be required, the Employer shall inform the Secretary- Treasurer in writing sixty (60) calendar days in advance of such change.
- b) The Employer will provide every Employee covered by this Collective Agreement with an itemized statement in respect of all wage payments made to such Employee and all deductions made from the gross amount of wages.
- c) Payment of wages will be made by direct deposit.
- d) Pay time shall be computed from the time the Employee is ordered to report for duty or registers in, whichever is later, until he is effectively released from duty.
- e) All Regular Employees covered by this Agreement shall be paid not less frequently than every other Friday, at the end of the shifts which start on that day, all wages earned by such Employee to a day not more than seven (7) days prior to the date of payment. 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, and all deductions made from the gross amount of wages. When code numbers are used by the Employer to identify earnings and deductions on the itemized statement, the Employer will inform the Employee's as to what each number represents. If an error occurs in the payroll computation of an Employee's paycheck and the amount is equal to one (1) day's pay or more, he shall be entitled, on request, to receive the amount due as soon as practical.

The Employer reserves the right to discontinue providing a separate or detachable written or printed itemized statement to all Employees and instead to provide Employee wage statements in electronic form. If requested, Employees will be allowed access to a computer at work, during their break or meal period, to view and/or print their statements.

- f) Upon discharge, the Employer shall pay all money due to the Employee in accordance with current Alberta Employment Standards.
- g) All payroll will be done by "Direct Deposit" unless at the discretion of the Employer.

ARTICLE NO. 14 – VACATIONS AND VACATION PAY

Vacation credits are accumulated during a 12-month period of continuous employment which extends from January 1 to December 31.

Service	Vacation Entitlement
Less than 1 year	1.25 days per month of service to December 31 not to exceed 15 days per year. Minimum 10 working days must be completed to obtain credit for that month.
1 year to 9 years	15 days (6%)
10 years to 19 years	20 days (8%)
20 years and over	25 days (10%)

- a) Employees shall submit their choice for up to two weeks' vacation during the month of November and up to December 15th of any year, the Employer will then post the vacation schedule by early January. Vacation of employees will be scheduled on the basis of seniority. Vacation requests made after December 15th will be dealt with on a first come, first served basis.
- b) Employees with three (3) years of service or less will be limited to no more than two (2) weeks' vacation at one time. Employees in this situation with prior approval may be granted a leave of absence to extend the two (2) week vacation limit.
- c) Vacation entitlement changes in January of the year in which the new service level is reached (i.e. employees are entitled to twenty (20) days of vacation in January of the year in which they celebrate their ten (10) year service anniversary, twenty-five (25) days of vacation in January of the year in which they celebrate their twenty (20) year service anniversary).
- d) Employees must submit a written notification of their request to take vacation time at least two weeks in advance, using the Vacation Time Off Request Form HRF 0113-a. Time-off requests during peak vacation seasons must be submitted at least four weeks in advance. Notification must include departure date, return-to-work date, and the number of vacation days or weeks required. Vacation may only be taken once approval is received from their supervisor. The number of paid hours given will be based on the normally scheduled work week for the employee.
- e) As per Provincial legislative standards: Both active and non-active employment may be included for the purposes of determining vacation entitlement. Employee entitlement to vacation accrues so long as the employment relationship continues. Time spent on maternity leave, parental leave, emergency leave, an approved leave of absence, sick leave, or any other period of inactive employment, will be credited to the employee in calculating your Vacation Time entitlement.
- f) Where applicable, vacation pay is based on the percentage accrual rate of the wages (excluding bonus or gainshare) earned with the company within the current year. If applicable vacation pay adjustments for the previous year shall be processed in January following.
- g) Vacation entitlement does not continue to accrue during unpaid periods such as long-term disabilities, layoffs, or any unauthorized leave of absence.
- h) Vacation carry-over will not be permitted. Any vacation time not taken by December 31st of the current year will be paid at the legislative minimum less any time taken.
- i) Vacation days must be used prior to Leave of Absence, except as noted under Article 14, Section b), unless by mutual agreement between the parties.
- j) Upon termination of employment, any vacation days that have been earned but not used will be paid out to the employee at the time of his/ her separation. Likewise, employees will be liable to reimburse the company for the cash equivalent of unearned vacation days that have been taken at the time of separation.

ARTICLE NO. 15 – GENERAL HOLIDAYS

- a) The following will be recognized as General Holidays:
 - i. New Years Day
 - ii. Family Day
 - iii. Good Friday
 - iv. Victoria Day
 - v. Canada Day

- vi. Labour Day
- vii. Thanksgiving Day
- viii. Remembrance Day
- ix. Christmas Day
- x. Boxing Day

- b) Upon the completion of thirty (30) calendar days, Employees will be paid their average daily wage as defined by the Alberta Employment Standards Code, provided:
 - i. The Employee was not absent without consent on the last scheduled day before the General Holiday, or the first scheduled day after the General Holiday;
 - ii. The Employee did not refuse work on the General Holiday when requested/scheduled to do so.
- c) In addition to i. and ii. above, Employees working on a General Holiday, following the first thirty (30) calendar days of employment, shall be paid as follows:
 - i. For their scheduled shift time – time and one half (1 ½x) their Straight Time rate.
- d) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria will be that all hours actually worked on the General Holiday, between 00:00 and 23:59, will be considered as worked on a General Holiday for each individual Employee.

Should the Statutory Holiday fall on a regular day off, the Employee so affected will be given another day in lieu of the Statutory Holiday.

ARTICLE NO. 16 – SENIORITY AND PROMOTIONS

- a) For the purpose of this Collective Agreement, the Employer will recognize the existing seniority ranking and hours worked for the purposes of wage rate and vacation.
- b) Seniority shall be based from the first day on payroll with the Employer.
- c) Seniority shall prevail for the purpose of vacation allotment as stated in Article 14, and layoff as stated in Article 28.
- d) Should two or more Employees have the same start date, the seniority ranking for that group of Employees shall be by random draw. After the Date of Ratification, current Employees who share the same start date will be given the opportunity to agree to their seniority position. Should no agreement happen, the decision will be made by random draw. This will be a one-time decision.
- e) The Employer shall provide the Union with a separate Seniority List for Full-Time Employees and Part-Time Employees, by Employee Category, giving the names of Employees and dates they commenced employment, immediately after the signing of this Collective Agreement and each four (4) months after that, and shall also post a copy of the Seniority List at the Facility. The Employer shall add any new Employees and delete those whose employment is terminated.
- f) Any Employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the Seniority Lists in which their name first appears.
- g) Due to the nature of the Employer's business, new Employees will be required to serve a Probationary Period during which time the Employer will have the right to determine the suitability of the Employee for continued employment. The Probationary Period will continue for up to ninety (90) calendar days.

- h) Any Employee promoted to any position outside the Bargaining Unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the Employee wishes not to accept such position, may be reinstated to their former position without loss of seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion.
- i) Any Employee who use this Article to return to the Bargaining Unit, for whatever reason, will be restricted from applying for a position outside the Bargaining Unit for a period of one (1) year. Under special circumstances and by mutual agreement between the Employer and the Union, the Parties can agree to waive the one (1) year period.
- j) Promotion to a Team Leader within the Bargaining Unit should such a position become available will be filled on the basis of seniority, qualification, and merit.
- k) Seniority rights shall cease, and employment will end, for any employee who:
 - i. voluntarily quits the employ of the Company;
 - ii. is discharged for proper cause or for other legitimate reason;
 - iii. is laid off for a period of more than three hundred and sixty-five (365) calendar days;
 - iv. is absent for three (3) consecutive days without reasons satisfactory to the Company;
 - v. fails to return to work on the day after the expiry of a leave of absence without legitimate reason and without supporting documentation satisfactory to the Company;
 - vi. is working for another employer while on a leave of absence unless the Company approved such work in advance of the leave, or otherwise misuses or abuses a leave of absence;
 - vii. retires;
 - viii. is determined by the Company to have made an untruthful statement on his application for employment; this sub-article shall only be applicable to employees hired on or after the date the Collective Agreement is ratified.

ARTICLE NO. 17 – HOURS OF WORK AND OVERTIME

- a) The regular hours of work for all hourly paid Employees shall be eight (8) hours per day, and forty (40) hours per week.

All hours in excess of the daily or weekly maximums shall be overtime and paid for as follows:

- i. Employees will be paid overtime, at a rate of one point five times (1.5 x) their regular straight time hourly rate for all hours worked in excess of forty (40) hours in a week or in excess of their scheduled daily hours. All paid time except sick days count into overtime hours, including paid vacation time, statutory holidays, bereavement leave.
- ii. It is understood that Employees shall have a minimum of eight (8) hours off between shifts. A violation of this clause shall constitute a shift premium of one point five times (1.5 x) the hourly rate of the affected Employee's rate of pay for that shift resulting in the violation.
- iii. Any hours worked prior to an Employee's regular starting time or after his regular quitting time, shall be paid for at the overtime rates in excess of regular scheduled hours in that day. All overtime must have Employer approval prior to commencing work.

- iv. All shifts will be posted and bid by seniority. Start times of shifts shall be posted. Should the Employer require Employee's to change start times, the employees will be given one (1) days' notice of said start times.
- v. Employees reporting for duty on a call-out basis inconsistent with their regular assigned workdays shall be guaranteed a minimum of four (4) hours work and/or pay at their overtime pay provisions.
- vi. Should a second or third shift be instituted the Employer agrees to provide a shift differential for all hours worked for all employees. Shift differential will apply to any shift which commences after 2:00 p.m. and prior to 4:59 a.m. Employees who are assigned to work on the second or third shift will be paid a shift premium of one dollar (\$1.00) per hour for each hour worked on the second or third shift. This premium shall not form the basis of the hourly rate of pay.
- vii. Each full-time Employee reporting for duty at his scheduled starting time on his regular scheduled workday, shall be guaranteed a minimum of four (4) hours of work and/or pay, for the first four (4) regularly scheduled hours, and a minimum guarantee of eight (8) hours of work and/or pay thereafter. This is not applicable where the Employer has notified or attempted to notify the Employee at least sixty (60) minutes in advance of their scheduled hours that no work will be available.

ARTICLE NO. 18 – WAGE RATES

Effective January 10, 2022	Sign on/Ratification bonus \$500.00 paid on the last pay of December, 2021				
	Start Rate	6 months	12 months	18 months	24 months
Prod Associate	\$ 17.50	\$ 17.80	\$ 18.25	\$ 18.50	\$ 18.87
GL - Reuse	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.00
MH1	\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.50	\$ 21.93
MH2	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.50	\$ 22.95
MH3	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.50	\$ 26.01

First Full Pay period in January 2023	Employee with more than 12 months of service as of January 1, 2023, will receive \$1000/per employee, those employees with less than 12 months will be pro-rated.				
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First Full Pay Period of January 2024					
	Start Rate	6 months	12 months	18 months	24 months
Prod Associate	\$ 17.85	\$ 18.16	\$ 18.62	\$ 18.87	\$ 19.25
GL - Reuse	\$ 19.38	\$ 19.89	\$ 20.40	\$ 20.91	\$ 21.42
MH1	\$ 19.89	\$ 20.40	\$ 20.91	\$ 21.93	\$ 22.37
MH2	\$ 20.91	\$ 21.42	\$ 21.93	\$ 22.95	\$ 23.41
MH3	\$ 24.99	\$ 25.25	\$ 25.50	\$ 26.01	\$ 26.53

First Full Pay Period in January 2025	Employee with more than 12 months of service as of January 1, 2025, will receive \$1000/per employee, those employees with less than 12 months will be pro-rated.				
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First Full Pay Period of January 2026					
	Start Rate	6 months	12 months	18 months	24 months
Prod Associate	\$ 18.21	\$ 18.52	\$ 18.99	\$ 19.25	\$ 19.64
GL - Reuse	\$ 19.77	\$ 20.29	\$ 20.81	\$ 21.33	\$ 21.85
MH1	\$ 20.29	\$ 20.81	\$ 21.33	\$ 22.37	\$ 22.82
MH2	\$ 21.33	\$ 21.85	\$ 22.37	\$ 23.41	\$ 23.88
MH3	\$ 25.49	\$ 25.75	\$ 26.01	\$ 26.53	\$ 27.06

***Pro-rated will be \$84.00 per month of service to December 31 not to exceed \$1000.00 Minimum 10 working days must be completed to obtain credit for that month.**

Lead hand	\$1.00 premium to where they align within all wage grids above
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Above wage grids will be applied to all new hires effective January 1, 2022.
All employees hired in, 2021 or earlier, will be paid top rate after 1 year of service.

	Skill Sets
Material Handler 1	Forklift Certified or Scale Operator
Material Handler 2	MH1 skill (Forklift Certified) plus one of the following- Scale Operator, Skid Steer, Operates I/O Baler, Shipper/Receiver
Material Handler 3	MH2 skills, plus one of the following -Operate Roll Off Truck, Loader, Excavator, Crane, Outside Forklift
GL-Reuse	Specialized Laborer
Production Associate	General Labour Dismantle / Sortation (CRT line, CRT Dismantler, ERP Sorter, Glycol, LCD/Monitor Dismantler, Sortation, Battery Sort)

It is acknowledged that there are some employees who are paid above the rates listed in this schedule. These employees will be maintained at their current rates of pay, provided they continue in their current classification. If such employee is promoted to a different classification, they will be paid the appropriate rate of the new classification or their current rate, whichever is greater.

ARTICLE NO. 19 - WORKING CONDITIONS

- a) The Employer agrees to maintain clean lunchrooms and sanitary washrooms and toilet facilities at its main plant. Employees will be required to assist in keeping these facilities clean at all times.
- b) There shall be no split shifts.

ARTICLE NO. 20 - MEAL PERIOD AND COFFEE BREAK

- a) Except by mutual agreement between the parties hereto, the Employees shall take one (1) unpaid continuous period for meals of not more than thirty (30) minutes in any one (1) day.
- b) An Employee shall be entitled to one (1) break not in excess of thirty (30) minutes which shall be paid by the Employer. Such break shall be taken in accordance with applicable Labour Standards.
- c) When an Employee is held over beyond his scheduled quitting time for two (2) hours or more he shall be allowed a fifteen (15) minute coffee break during that period. However, if an Employee is held four (4) hours or more he shall be allowed a thirty (30) minute paid meal break during that period.

ARTICLE NO. 21 – JOB POSTINGS

- a) A permanent vacancy is any vacancy that the Employer deems necessary to fill and is expected to exceed fifty-two (52) weeks.
- b) Any vacancy that is not expected to exceed fifty-two (52) weeks shall not be considered a permanent vacancy and is not required to be posted in any case
- c) The Employer will inform the Union when it does not intend to fill a vacancy.

- d) All vacancies shall be posted by the Employer on the bulletins board for five (5) days to allow interested Employees to apply for the vacancy. All Employees wishing to apply for the vacancy must submit their intention in writing to the human resources for considerations.
- e) In selecting a candidate to fill a permanent vacancy, the Employer shall consider each applicant's skill, ability, qualifications and experience to perform the available work. In the event that applicants possess equal skill, ability, qualifications and experience to perform the available work, the senior applicant shall be selected for the permanent vacancy.
- f) If the Employer determines that a vacancy cannot be filled because no applicant possesses the skill, ability qualifications and experience to perform the available work, the Employer may fill the vacancy utilizing any means or source.
- g) Only the permanent vacancy and the first permanent vacancy as a result of the awarding of the need to be posted.
- h) The Employer shall not be required to consider an application for any job posting from an Employee employed in a higher rate classification.

ARTICLE NO. 22 – HEALTH AND WELFARE PLAN

- a) Subject to the limitations provided in this Collective Agreement, the Company agrees to continue to remit its share of the premiums for group and welfare insurance benefits, subject to the employee remitting his or share of such premiums. The premium cost for long term disability coverage is paid fully by the employee. For greater clarity, the Company is not obligated to pay any tax, premium or other contribution in respect of a provincial health plan that would otherwise be the responsibility of the employee.
 - For greater clarity, it is understood and agreed that the Company's obligation is in respect of the payment of the premium(s) for insurance only and that all decisions respecting eligibility and approval / denial of claims are to be made exclusively by the insurer.
 - Subject to the terms of the insurance plan(s), and except as otherwise provided by statute, the Company will continue to remit its share of the premiums for group health and welfare insurance benefits for employees absent on approved maternity leave, parental leave or sick leave for a period of up to one (1) year, at which time the employee will no longer be covered by these benefits. For employees absent on lay off, the Company will continue to remit its share of the premiums for group health and welfare benefits in accordance with the provisions of the Employment Standards Code. For employees who are absent on an approved leave of absence, the Company may continue to remit its share of premiums, at its sole discretion, for the period of absence. Out of county benefit coverage shall cease after sixty (60) days of any absence from work notwithstanding the above.
 - It is further agreed and understood that, should the cost of insurance premiums increase, the Company's obligations in respect of the payment for such premiums shall be limited to one hundred percent (100%) of the cost of the Company's premiums. The Company shall give a minimum of sixty (60) days' notice to employees where an increase in premiums results in necessary contributions to the total premium cost by the employees.

ARTICLE NO. 23 – SEPARATION OF EMPLOYMENT

- a) If an Employee is terminated, discharged, or resigns, the Employee shall receive their final paycheque including all monies owing to them, by their next regular payday.

- b) The Employer shall provide a Record of Employment to any Employee who separates from employment of at least seven (7) calendar days, for any reason, within seven (7) calendar days of the last day worked or terminated.

ARTICLE NO. 24 – EXTRA SKILLS OR REQUIREMENTS

- a) When the Employer requires any Employee to take a first aid course, or a course of any other type, the actual time spent taking such course shall be deemed to be work time, and shall be paid at the Straight Time rate of pay, regardless of hours worked on the day or during the week.

ARTICLE NO. 25 – SAVING CLAUSE

- a) If any Articles of this Collective Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Collective Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 11 - Grievance Procedure herein.

ARTICLE NO. 26 – COMPENSATION COVERAGE

- a) The Employer shall provide coverage to all Employees for injury on the job under the Workers' Compensation Act of the Province of Alberta

ARTICLE NO. 27 – STRIKES AND LOCKOUTS

- a) It is understood and agreed there shall be no strike or lockout during the lifetime of this Collective Agreement as defined by the Alberta Labour Relations Code.
- b) It is further understood and agreed that neither the Union, its officers, its representatives, its members nor any employee shall authorize, cause, encourage, or participate in any kind of unlawful strike; and neither the Company or its officers shall authorize, cause, encourage, or participate in any kind of unlawful lockout.
- c) Each employee who violates the provisions of Article 27 shall be subject to discipline, up to and including termination of his employment
- d) If there is a violation of Article 27, the Union, through its officers and representatives shall, immediately after becoming aware of such action, declare such action as a violation of this Collective Agreement and the Labour Relations Code and direct all employees or others persons engaged in such action to cease and desist and, further, shall use all reasonable efforts to cause such action to end.

ARTICLE NO. 28 – LAYOFF AND RECALL

- a) In the event it becomes necessary for the Employer to reduce the number of Employees, the following procedures will apply.
- b) The Employer shall first notify the Union of its intent to reduce the number of Employees with as much notice as possible prior to implementing the measures outlined below and will meet with the Local Union to discuss possible mitigation of the surplus.

- c) Affected Employees shall receive at least fourteen (14) calendar days' written notice of any reduction in hours or layoff.
- d) Escalating steps to reduce the number of Employees will include:
 - i. An invitation to alter vacation schedules will be extended;
 - ii. Temporary employees will be laid off;
 - iii. Part time employees hours may be reduced;
 - iv. Part time employees will be laid off;
 - ii. Full-Time Employee hours may be reduced;
 - iii. Full-Time Employees will be laid off in reverse order of seniority within the applicable classification.
- e) Employees laid off will remain on the Seniority List and eligible for recall for a period of three hundred sixty-five (365) calendar days following the date of layoff. If after three hundred and sixty-five (365) calendar days the Employee has not been recalled, their name will be permanently removed from the Seniority List and remaining in lieu of notice pay will be issued per the Alberta Employment Standards Code,
- f) The Employee is responsible to ensure the Employer is kept notified of any change of contact information during layoff.
- g) Recall of Employees from lay off shall be in order of seniority within each applicable classification.
- h) A Notice of Recall by the Employer may first be issued and confirmed by personal contact to the Employee and if not confirmed by personal contact with the Employee, then by Registered Mail to the address last filed by the Employee with the Employer.
- i) An Employee must respond to a Notice of Recall, once received, within two (2) business days and must be available to report for work no later than fourteen (14) calendar days following notification.
- j) If an Employee fails to respond to the received Notice of Recall within two (2) business days, the Employee shall be deemed to have resigned and will be removed from the Seniority List.
- k) The Employer will copy the Union on the status of all Employees regarding layoff and recall via email and the Check-Off List.

ARTICLE NO. 29 – TECHNOLOGICAL CHANGE

- a) In the event that technological advancement adversely impacts Full-Time Employees' employment with the Employer, the Employer agrees to provide its best efforts to provide internal training for job placement within the Facility or an alternate job placement at the Employer prior to enacting Article 29.

ARTICLE NO. 30 – MAINTENANCE OF ACTIVITIES

- a) Any premiums or rates of pay not mentioned in this agreement will be in full force for the term of this agreement, for all Employees listed on payroll on the date of ratification. Any or all such practices discovered during the term of this agreement will then be deemed part of this agreement until it is negotiated out by mutual agreement at the next round of negotiations.

ARTICLE 31 - TERMINATION AND AMENDMENTS

- a) This Agreement shall remain in full force and effect as of the first (1st) day of January, and continue in full force and effect through the thirty-first (31st) day of December, and from year to year thereafter, as hereinafter provided.
- b) If either party desires amendments effective in the next ensuing year, the party proposing such amendments shall give notice in writing to the other party; not less than sixty (60) days before the thirty-first (31st) day of December in any year.

Dated at EDMONTON, Alberta this 23 day of FEBRUARY, 2022


FOR THE COMPANY:
Quantum Lifecycles Partners LP



Salvador Lopez – Operations Manager, Edmonton



Mike Godfrey, VP, Operations - Recycling



Naz Heller – Director, Human Resources

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



Dan Slyk – Business Agent

LETTER OF UNDERSTANDING NO. 1

BETWEEN: **QUANTUM LIFECYCLE PARTNERS LP**
(hereinafter referred to as the "Employer")
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

RE: **TEMPORARY WORKERS:**

The above named parties agree to temporary employee language according to the following:

- a) No Bargaining Unit Employee will lose hours or will be laid off because of Temporary Employees.
- b) Overtime will be offered to Bargaining Unit employees before Temporary Employees.
- c) The maximum length of a contract with directly hired Temporary Employee will be six (6) months.
- d) If the Employer chooses to keep a Temporary Employee beyond the six (6) month maximum the temporary employee will then become a regular non probationary Bargaining Unit Employee.
- e) All Temporary Employees will be paid the same hourly rate of pay as the applicable Bargaining Unit Employee.
- f) No more than twenty percent (20%) of the total workforce will be Temporary Employees.
- g) The Employer will provide the Union with copies of all Temporary Employee contracts.
- h) The Employer will pay the equivalent Union dues amount of the Production Associate classification to the Union for every Temporary Employee working for the Employer in each month. The Employer will pay this amount for any Temporary Employee that works more than five (5) days in a month.
- i) Upon request the Employer will provide the Union a current Temporary Employee roster for review.

This Letter of Understanding will expire on December 31, 2026.

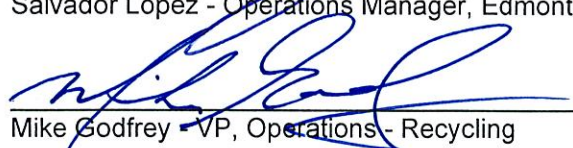
Dated at EDMONTON, Alberta this 23 day of FEBRUARY, 20 22

ON BEHALF OF THE EMPLOYER


Quantum Lifecycles Partners LP



Salvador Lopez - Operations Manager, Edmonton



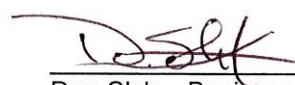
Mike Godfrey - VP, Operations - Recycling



Naz Heller - Director, Human Resources

ON BEHALF OF THE UNION

General Teamsters, Local Union No. 362



Dan Slyk - Business Agent