

THIS AGREEMENT ENTERED INTO  
THIS 18<sup>th</sup> DAY OF JUNE, 2019

**BETWEEN:**

**MTE Logistix Edmonton Inc.**  
(hereinafter called the "Company")  
OF THE FIRST PART,

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
affiliated with  
**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
(hereinafter called the "Union")  
OF THE SECOND PART.

July 1, 2019 – June 30, 2022

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The Parties hereto agree as follows:

#### ARTICLE NO. 1 - DEFINITIONS

- 1.1 (a) **Objects** - It is recognized that the Company and the Union agree to co-operate fully in ensuring greater productivity and competitiveness by improving, wherever possible, the flexibility and efficiency of the work process.
- (b) **Union Co-operation** - The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interest of the Company.
- 1.2 For ease of expression, in all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.
- 1.3 The word "employee", whenever used in this Agreement, shall mean all Union employees of MTE Logistix Edmonton Inc.
- 1.4 A "full-time employee", whenever used in this Agreement, shall mean an employee who has completed the probationary period, makes himself available to the Company for full-time employment, recognizes the Company as his primary employer, and has read and understood Company Policies.
- 1.5 A "probationary employee", whenever used in this Agreement, shall mean a newly hired full-time employee who must serve a period of ninety (90) calendar days. On completion of his probationary period, such employee shall be credited with a seniority date which is ninety (90) calendar days prior to the date on which he completed his probationary period, and thereafter shall be entitled to all conditions of this Agreement. A probationary employee shall have no rights under the seniority provisions of this Agreement, and may be discharged by the Company with or without assigned cause, and at the sole discretion of the Company, and an Arbitrator shall have no jurisdiction to award any remedy, including reinstatement to a probationary employee who has been laid off or discharged.
- If a part-time employee is considered for full-time employment, the ninety (90) calendar days would be waived, or reduced proportionally if he has completed six hundred and seventy-two (672) part-time hours of work.
- 1.6 A "part-time employee", whenever used in this Agreement, shall mean an employee of the Company who shall not work more than thirty-five (35) hours per work week, but should the employee exceed thirty-five (35) hours per week, then the employee shall be offered full-time employment. A part-time employee shall have no rights under the seniority provisions, the Health & Welfare Plan, or the Pension Plan as outlined in this Agreement.
- 1.7 A "temporary employee", whenever used in this Agreement, will refer to a person who is from a temporary agency, and not paid as an employee of MTE Logistix Edmonton Inc. Temporary employees will not be used for the purpose of operating powered material handling equipment or performing work normally done by Union employees, while the Company has full-time and part-time employees available, and who desire that work. Any work that the temporary employees undertake shall not take away any full-time work from any full-time employee, and full-time employees will always be permitted to replace temporary employees if there is no other work available for the full-time employee within the department and building.
- 1.8 A "warehouseman" is defined as a job within this Company that performs all duties pertaining to the operations of the warehouse, which includes but is not limited to picking, loading, and forklift operation.

## **ARTICLE NO. 2 - SCOPE**

- 2.1 The following terms and conditions shall govern the services of all employees of the Company consisting of all Truck Drivers and Warehousemen, hereafter together referred to as employees or employee as the case may be.

## **ARTICLE NO. 3 - POSTING OF AGREEMENT**

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

## **ARTICLE NO. 4 - UNION SECURITY**

- 4.1 a) Each new employee covered by this Agreement who has been employed for seven (7) calendar days prior to the pay period in which regular Check-off is deducted shall, as a condition of employment, pay the monthly Union Dues as regular members of the said Union, or the equivalent thereof.
- b) All employees shall, as a condition of their employment, become Union Members within seven (7) calendar days of their date of employment maintaining such membership for the duration of this Agreement, or be replaced.
- c) For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.
- d) 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 on the first day worked and mail same into the Union Office.

The Employer shall 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 shall deduct the monies from the second pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list 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 will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code, and date of hire.

It shall be the duty of employees to notify the Employer and the Union promptly of any change of address. If an employee fails to do this, the Employer will not be responsible for failure to reach such employee.

The Monthly Check-Off List will reference any:

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

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. Probation employees included.

- e) The Company shall not sell or lease equipment with the intention of evading the terms of this Agreement.
- f) Employees on the full-time Seniority List shall not be laid off due to the Company hiring outside equipment when the Company has useable and appropriate licensed equipment available for the same work.

#### 4.2 Part-time employees

- a) All persons employed to supplement the regular hourly work force to ensure customer service requirements are satisfied shall be classified as part-time employees, and will become members of the Union and pay Union dues as outlined in Article 4.1 which will entitle them to all the conditions of this Agreement, excluding the Health & Welfare Plan, and the Pension Plan.

All part-time employees will be subject to a probationary period of six hundred and seventy-two (672) part-time hours.

- b) The Company agrees to limit the number of part-time hours to up to twenty-five percent (25%) of the total workforce hours per week. Therefore, a minimum of seventy-five percent (75%) of the total work force hours shall be made up of full-time employees, at all times. A one-on-one substitution shall be allowed for full-time employees who are on Vacation, WCB, Short Term Disability (STD), Leave of Absence, and Sick Leave hours. The exception to the above percentages will be when the increased use of part-time hours happens during peak periods which includes the training during these periods.

"Peak Periods", at the end of first paragraph of Article No. 4.2 b). The month of April-September and the month of December.

In the event of shortage of work during the non-peak periods, and after the layoffs of part-time employees have reduced the number of part-time hours to no more than a maximum of twenty percent (20%) of the total workforce hours, the company may temporarily reduce the scheduled hours for all employees on an equitable basis across all shifts and across all employees to a maximum reduction of two (2) hours per day per employee. This temporary reduction of hours is not considered as a change in shift.

Upon the return of the full-time employee who is on WCB or STD, the part-time employee will revert back to his part-time position, and back to his part-time rate from the full-time base rate he was paid while backfilling for the full time position.

- c) A Part-time employee shall:
1. Be carried on a random order part-time roster. For purposes of overtime, as LOU #1, part-time will have a separate seniority list.
  2. Be given an opportunity to qualify as a full-time employee as openings become available, and will then be placed at the bottom of the full-time employees seniority list, providing they meet all Company qualifications and requirements.
  3. Not be called in to work outside an established shift, if full-time employees are available and willing to accept the work
  4. Not be covered under the provisions of the Health & Welfare Plan or Pension Plan until such time as they are transferred to the full-time employees seniority list.
  5. Be paid their vacation entitlement per the guidelines set out in the Employment Standards Code.
- d) Upon completion of two hundred and eighty (280) hours of work in any fifty-six (56) calendar days, a part-time employee will be offered full-time employment and shall be entitled to all rights and privileges of this Agreement.

His seniority shall be calculated from the first (1<sup>st</sup>) day of the fifty-six (56) calendar day period triggering the above clause.

Should the part-time employee refuse, a full-time shift will be posted in accordance with Article No. 6, Section 6.8 a).

#### **ARTICLE NO. 5 - GENERAL**

- 5.1 a) The Union will be advised of any alterations or changes to policies. The Employee shall sign a confirmation that he has received a copy of the Company's policies and procedures, and that he understands their meaning.
- b) Any employee granted an approved day off will not have said day counted as a sick day.
- 5.2 a) The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the Grievance Procedure.
- b) The Union may appoint or elect, one or more Shop Stewards per shift per department, from regular full-time employees who have completed their probation period, and shall notify the Company in writing of such election or appointment. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.
- Shop Stewards will be allowed reasonable time during the work day to attend Union business as long as management has been notified in advance.
- c) The Company shall have the right to approve time off without pay to any person who is serving on a Union Committee, or as a delegate, or for any lawful Union activity, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business and provided seventy-two (72) hours written notice is given to the Company by the Union, specifying the length of time off. The Company will pay Shop Stewards their regular hourly rate of pay for Union Representation of Bargaining Unit Members during regular work hours. Outside of their regularly scheduled shift the rate will be time and one half (1 ½). Paid time does not apply to collective bargaining.

- d) Authorized agents of the Union will request, and have access to the Company's establishment during working hours, for the purpose of investigating conditions related to the Union contract clauses, and shall in no way interrupt the Company's working schedule.
- e) This Agreement shall be binding upon the Parties hereto, or their successors, Administrators, Executors and assigns. In the event an entire business, or any part thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall without recourse to the Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.
- f) Employees required to operate equipment will be trained on such equipment, and then shall be certified as a power equipment operator at a later date, when time permits. Qualified full-time and/or part-time employees, chosen by the Company, may be used to assist in the equipment training of other employees. Managers and/or Supervisors are not excluded from equipment training/certification activities.
- g) Management or Supervisors will not operate machinery or do work normally performed by employee's covered by this agreement when Unionized employee's request or desire that work, unless business demands require Management or Supervisors to operate machinery or in case of emergency, or for training.

#### **ARTICLE NO. 6 - SENIORITY**

- 6.1 Seniority shall be based on the length of continuous service an employee has been on the payroll, subject to Section 6.2 of this Article.
- 6.2 An employee shall lose all seniority rights for any one or more of the following reasons:
  - a) voluntary resignation,
  - b) discharge for cause, or
  - c) failure to return to work after a layoff under Section 6.3 of this Article.
- 6.3
  - a) Seniority shall prevail within the departments in the event of layoffs, with the junior employee covered by this Agreement being laid off first, providing the senior employee is capable of performing the remaining job at acceptable standards.
  - b) The Company agrees to rehire laid off full-time employees on a seniority basis, within the department, commencing with the last employee laid off, provided the employee is being recalled within one hundred and twenty (120) days of layoff.

When recalling full-time employees to work after being laid off, they shall be notified by telephone first and email second. If contact is made employees will be allowed three (3) days from the date of contact to confirm their acceptance of a recall, and will be allowed seven (7) days to report to work. If the employee does not accept the recall or does not return to work within the seven (7) days, they shall lose all recall rights.

If contact cannot be made by telephone or email, then notice shall be sent by Registered Mail, directed to the employee's last known address. It shall be the responsibility of the employee to provide the employer with up to date contact information and address. If the Registered Mail is not picked up after ten (10) days, the employee shall lose all recall rights.

- 6.4 a) Daily call-in, Monday through Sunday, will be on a seniority basis in each department, providing the employee is capable of performing the job.
- b) 1. For overtime purposes only, the company shall maintain separate seniority lists for each facility, as well as a department seniority list.
2. All employees will be required to finish any current work assignment that commenced prior to quitting time, provided that any additional time beyond the daily maximum is paid at overtime rates as per Article 8.2.
3. Each facility will post a voluntary Overtime sign-up sheet on a daily basis at the start of each shift allowing employees to indicate their desire for overtime hours if available.
4. Overtime required to complete work within a facility that day shall be allocated by shift, by seniority, to employees who have signed up for voluntary overtime that day, and be offered from the top of the facility seniority list to the bottom, providing the senior employee is qualified. In the event the Company does not get the required number of volunteers for overtime, the Company can force the junior most employees at the facility affected to work overtime.
5. Additional Overtime required to staff additional shifts, or to add shifts during days when the facility is normally closed, will be posted in all facilities within the department whenever possible, and will be first allocated to employees who have voluntarily signed up for the additional overtime, offered from the top of the department seniority list to the bottom, providing the senior employee is qualified. After reaching the bottom of the list, if the required number of employees is not met, the Company can force the junior most employees, provided they are qualified in the department to work overtime.
- c) Call-back overtime shall be allocated by seniority in a voluntary manner in each department in the same manner as 6.4(b) above.

There is no requirement to call-back additional full-time unionized employees during a call-back shift if employees already at the workplace can complete the additional business demands in less than four (4) hours.

For emergency after-hours service in the Third Party logistics department, emergency overtime will be allocated by seniority. Telephone calls will be made, and voice messages will be left wherever possible, in seniority sequence to full-time employees capable of performing the work. The first employee(s) to answer or respond, and accept the emergency call-back will be given the overtime work.

- d) Should a full-time employee be required to work overtime, he shall so be informed two (2) hours prior to the end of his current shift.

Should the two (2) hours' notice not be given, the full-time employee shall have the right to refuse the overtime.

Should a full-time employee desire a long term exception to the overtime based on specific circumstances, such as human rights and other protected grounds, it shall be in writing and upon request supported by proper documentation. This will be reviewed by the Union, the Company, and the employee concerned. Such exception will not be unjustly denied.

The above provision applies to Contract Warehousing Warehouseman as identified in Article No. 6, Section 6.5 3.

6.5 Seniority shall mean the length of continuous employment within this bargaining unit and shall be on a department basis.

The departments shall be:

1. All truck drivers
2. Third party logistics Warehouseman
3. Contract Warehousing Warehouseman

6.6 In the event of a shortage of work in a department, employees may revert to any position within the Company's departments, according to their Company seniority, and providing they meet Company requirements and qualifications, and providing they have not been called to work for fifteen (15) consecutive days. Such moves shall be considered as temporary, and lasting only until such time as working force in their department is returned to normal. If an employee works more than thirty (30) days in the new department, and it is decided he remain in that department, he shall have his full seniority transferred with him. There shall be no disruption to the current vacation schedule in the new department.

6.7 Company-authorized Leave of Absence, for any other reason than ill health, shall be in writing for anything from three (3) days to a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days, shall be in writing and agreed upon by the Union, the Company and the employee concerned.

6.8 a) Seniority will prevail for any posted positions for shift preferential, vacancies, or increased staffing requirements in each department, providing that the employee is qualified, but there shall be no job bumping privileges. The posting will outline the Facility location, job duties and required qualifications. Any postings mentioned above shall be posted for bid for three (3) days. Once the three (3) days have expired, the Employer will post notice of the successful applicant who will start the position within seven (7) working days. The Company maintains the right to assign the Employees to other Facilities.

The Company operates three (3) shifts per day:

1. The Day Shift
2. The Afternoon Shift, and
3. The Night Shift

b) The Company operates different shifts per day, and the starting time for each shift may vary for each employee, depending upon business requirements.

c) Any employee applying and successfully obtaining any internal posted position for a shift change within their department shall remain in that position for a period of no less than four (4) months.

6.9 The Company will post and maintain Seniority Lists. Such up-to-date lists will be posted once a year for the Master Seniority List on April 1, and the Departmental Seniority List will be posted every three (3) months. Copies of current lists will be provided to the Local Union. Any employee wishing to protest his seniority, must do so within thirty (30) days of the posting of the Seniority Lists. Lists will be made up as follows:

1. A Master Seniority List of all employees covered by this Agreement, showing the official date each employee became employed as a Full-time employee.
2. A Departmental Seniority List showing employees official seniority in a department.

- 6.10 a) **Promotion** - When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence to take a position with the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of one hundred and twenty (120) days within the former unit.
- b) At the end of this period of one hundred and twenty (120) days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights.

#### **ARTICLE NO. 7 - SAFETY CONDITIONS**

- 7.1 **Maintenance of Vehicles and Equipment** - It is to the mutual advantage, of both the Company and the employee, that employees shall not operate vehicles which are not in a safe operating condition.
- 7.2 It shall be the duty of the employee to immediately report, in writing on the appropriate Company forms, all safety and/or mechanical defects on the equipment which they have operated during that shift or trip. These reports are to be made to the immediate Shift Supervisor.
- 7.3 It shall be the obligation of the Company to direct repairs as necessary to conform with the safe and efficient operation of that equipment.
- 7.4 In the event the repairs cannot be affected, the equipment will be correctly identified and be kept out of service until repaired. In the event a dispute arises as to the safety condition of a unit, the Service Technician will be required to sign that this unit is safe to operate.
- 7.5 The Company shall provide clean and adequate lunchrooms for its employees at its main facilities, where such lunchrooms are to be used and kept in a clean condition by the employees, otherwise the employees shall forfeit the right of use.

#### **ARTICLE NO. 8 - HOURS OF WORK**

- 8.1 The regular hours of work for all employees shall be:
- Daily Maximum -           Five day week - eight (8) hours per day  
  Four day week - ten (10) hours per day
- Weekly Maximum - forty (40) hours per week.
- Part-time employee shall not be used to deprive any full-time employee from straight time hours.
- 8.2 All hours worked in excess of the daily or weekly maximum will be overtime and paid for as follows:
- a) For all employees while working, on shifts commencing Monday through Sunday:
1. Five day week - over eight (8) hours per day, one and one-half (1 ½) times the regular rate of pay, and shall have two consecutive days off; and,
  2. Four day week - over ten (10) hours per day, one and one-half (1 ½) times the regular rate of pay, and shall have three (3) consecutive days off; and,
  3. All hours worked prior to, and or after, a regular scheduled shift, over eight (8) hours per day on a five (5) day week, or over ten (10) hours per day on a four (4) day week, or over forty (40) hours per work week shall be paid at one and one half (1 ½) the regular hourly rate of pay. This shall also apply to any company required training. Employees will not be paid for time spent attending voluntary educational curriculum or courses, whether sponsored or not by the company.
- b) Statutory Holidays - Two (2) times the regular rates of pay for all hours worked.

8.3 a) The parties agree that should the Company wish to start up any transportation operation all terms and conditions shall be negotiated and agreed upon.

8.4 Daily Guarantee

- a) City employees: - When a Full-time Employee is called, and reports for duty, on a regularly scheduled work day, he shall be guaranteed a minimum of four (4) hours pay.
- b) Full-time employees reporting for duty on a call-out or call-back basis, inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of four (4) hours pay at their regular overtime pay provisions, subject to Article No. 8.2 (b) above.

After completion of the duty the employee is called for, he may book off with a minimum of two (2) hours pay at overtime rate, provided there is no further work. Should the employee elect to book off earlier than the four (4) hours they will only be paid for the hours actually worked foregoing the minimum four (4) hours pay.

- c) A call-back shall be considered as such, when an employee has been effectively released from duty, has left the premises, and has subsequently been requested to report back for work. If the employee is still on the premises, and has been requested to report back for work, he shall be treated as if he had continued working on his original shift.

Any remaining overtime shifts in excess of two (2) days will be voluntary. If the company does not get the required number of volunteers for overtime, revert to section 6.4 b) of this Collective Agreement.

**ARTICLE NO. 9 - CLASSIFICATIONS AND MINIMUM RATES OF PAY**

9.1 Rates per Hour for Existing Full-Time Employees at date of Ratification:

WAREHOUSEMAN/DRIVER	Date of Ratification	Mon 13 July 1/20 1%	Mon 25 July 1/21 1%
Less than 18 months	\$21.60	\$21.82	\$22.04
18 to 24 months	\$23.85	\$24.09	\$24.33
Over 24 months	\$25.50	\$25.76	\$26.02

Rates for Full-time Employees Hired or promoted after date of Ratification:

WAREHOUSEMAN/DRIVER	Date of Ratification	Mon13 July 1/20	Mon25 July 1/21 1%
Less than 12 months	\$20.10	\$20.10	\$20.30
13 to 24 months	\$21.00	\$21.00	\$21.21
25 to 42 months	\$21.75	\$21.75	\$21.97
43 to 54 months	\$22.75	\$22.75	\$22.98
55 to 66 months	\$23.25	\$23.25	\$23.48
Over 66 months	\$24.00	\$24.00	\$24.24

9.2 Rates per Hour for Part-time Employees

WAREHOUSEMAN/PART-TIME	Date of Ratification
Under 1375 hours	\$18.82
Over 1375 hours	\$19.20
>2750 hours	\$19.50

All existing Part-Time employees to be tiered at the seniority level they are at, at time of Ratification.

9.3 Leadhand shall be paid one dollar (\$1.00) per hour higher than their regular classification rate of pay. The Leadhand shall not have the right to hire, fire, or formally discipline any individual.

9.4 Shift Premium - Full-time employees will be paid a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 1800 and 0600 hrs.

**ARTICLE NO. 10 - PAY AND WORKING CONDITIONS**

10.1 a) All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.

b) Pay Time shall be computed from the time the employee is ordered to report for duty, and registers in, whichever is the later, until he is effectively released from duty.

10.2 a) All Full-time employees covered by this Agreement shall be paid not less frequently than on every other Friday, before noon, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Sunday, at 12:01 a.m..

All employees will be requested to provide a private email address to the Company payroll department for payroll purposes.

The Company shall provide each employee covered by this agreement, with an itemized payroll statement. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime worked at the applicable wage rate and all deductions made from the gross amount of wages.

b) If an error occurs in the payroll computation of an employee's paycheque and the amount is equal to one (1) days pay or more, he shall be entitled, on request, to receive same within two (2) working days from the time he notifies the Company of said error. If an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period.

c) Upon discharge, the Company shall pay as soon as possible, all money due to the employee. Upon quitting, the Company shall pay all money due to the employee, on or before the payday in the week following such quitting.

10.3 When an employee meets with a personal injury, while on duty, which prevents him from completing his shift, he will be paid only the hours actually worked, except that if the injury is of a nature requiring hospitalization or immediate care by a medical physician, the employee will be compensated for the full shift on that day.

- 10.4 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 this Agreement.
- 10.5 Full-time employees shall be notified before quitting time if they will not be required to work their next regular work day.
- 10.6 There shall be no "split shifts", and the hourly paid Full-time Employee's work week must be designated to him on the last day of the preceding week. This clause does not apply to over-the-road drivers.
- 10.7
- a) Any employee working an eight (8) hour shift shall be entitled to two (2) paid coffee breaks not in excess of fifteen (15) minutes to be taken in the first and second half of any shift.
  - b) The employee shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes, nor more than one (1) hour in any one (1) day, and must be on duty for more than three (3) hours in an eight (8) hour day in order to take that meal break.
  - c) When an employee has worked his full shift of eight (8) hours, and is compelled to work two (2) hours or more overtime hours, said employee will be entitled to one (1) fifteen (15) minute paid break before their overtime starts.
  - d) When an employee has worked twelve (12) hours, he/she shall be entitled to receive thirty (30) minute pay for the unpaid lunch break taken during their regular shift.
- 10.8 When an employee has invoked a grievance on his discharge, the Company shall pay only the Medical, Dental and Life Insurance portions of the Health & Welfare Plan, plus Union dues. If an employee goes off work, ill or on Compensation, the Company shall pay all of the Health & Welfare fees, plus Union Dues, so that at all times, the employee shall be protected to the utmost, provided:
- a) the employee reimburses the Company for such contributions made on his behalf, and is at no time more than five (5) months in arrears, and
  - b) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.
- In the event of any employee grievance being rejected, all monies paid by the Company under this section, including the total premium, shall be paid to the Company by the employee.
- When an employee returns to work, the Company shall deduct from his earnings, any monies the Company has paid out in respect of his contributions.
- In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address, to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.
- 10.9
- a) Any Company or Government-required physical or medical examination shall be promptly complied with by all employees, and such examination shall be made by a doctor chosen by the Company, who shall bear the cost of such examination. The Company shall pay for all time lost for such examination during working hours. The Company shall give the employee twenty-four (24) hours notice prior to such examination, except when immediate testing is required as determined by Company policy.

- 10.10 An employee who has been absent from work, because of illness or accident, shall not suffer a reduction in his regular wages only because the Company requires a medical examination prior to the employee resuming work, provided that the employee gives immediate notice to the Company about his condition, immediately following the employee's last medical appointment.
- 10.11 Any employee whose health has been certified by a medical doctor to be such that he must change his job, shall be given a temporary assignment in another department. He shall be given a reasonable length of time to qualify for the job provided he is capable of performing the work, and providing there is an opening available in the department.
- 10.12 Any Regular Full-time Employee who is required to perform Jury Duty on a day on which he would normally have worked, or attends court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of his employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness Attendance, and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for Jury Duty or Witness Attendance.

The employee will be required to furnish proof of Jury service or Witness Attendance and Jury Duty pay or Witness Fee received therefor, and the employee shall be responsible to account to the Company for Witness Fee received both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or Witness Attendance shall, subject to this provision, make himself available for work before or after being required for such duty, whenever practicable.

This clause will have no application for an employee on Leave of Absence, or when receiving benefits under the Health and Welfare program, annual vacation, Worker's Compensation, or as otherwise covered in this Agreement.

- 10.13 When death occurs to a member of a Full-time Employee's immediate family, the employee will be granted upon request, an appropriate Leave of Absence, and shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule to a maximum of three (3) days within thirty (30) days following the death. Members of the employee's family are defined as the employee's spouse or adult interdependent partner, mother or step-mother, father or step-father, children or step-children, , sisters, brothers, grandmother, grandfather, mother-in-law, and father-in-law.

If required, upon request, each employee will be granted one (1) additional day for travel for funeral services held more than three hundred kilometers (300 km's) from their place of work upon receipt of proof of travel (air ticket receipt, or gas station receipt , he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule.

When a full-time employee desires to attend the funeral of an extended family member not specifically listed above they will be permitted up to three (3) unpaid days per calendar year in accordance with Alberta Employment Standards.

- 10.14 a) Company will create policy on dress code that includes company will pay for 50% of MTE clothing if employee requests it, and 100% if company requires it.
- b) Uniforms and coveralls supplied by the Company are the responsibility of the employee to keep clean. Replacements will be given upon Company approval, and proof of the used items.

- c) The Company will reimburse up to one hundred dollars (\$100.00) of the cost of safety footwear for all employees who have completed their probationary period, and annually thereafter. The Company is authorized to deduct a prorated portion (by the number of months) of the cost of the footwear from the employee's final pay should he leave the Company's employ before the expiry of one (1) year of full-time service. The footwear must be Grade 1, green triangle, CSA approved safety footwear. Employees must only wear safety footwear that are kept in good condition.

**ARTICLE NO. 11 - STATUTORY HOLIDAYS**

- 11.1 a) All Full-time employees who have completed thirty (30) calendar days of employment shall be entitled to the following Statutory Holidays.

The said Statutory Holidays are:

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

Should the Federal and/or Provincial Government add any additional Statutory Holidays they will be included onto the list above.

- b) Full-time employees will receive eight (8) hours pay, or ten (10) hours pay, at their regular hourly work time job classification rate, based on their five (5) day shift or four (4) day shift respectively, for the Statutory Holidays as listed.
- 11.2 Full-time employees shall be entitled to Statutory Holiday pay for the specified Holiday, subject to the following qualifications:
    - a) An employee shall not be entitled to receive pay for any Statutory Holiday where such Holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever, or due to sickness or Compensation.
    - b) Employees absent from duty, other than for proven sickness or Company authorization, on the day before the Holiday and/or the day after the Holiday, shall not be paid for the Holiday.
  - 11.3 In the event a Full-time employee is requested to work on his Statutory Holiday, he shall receive the rate of pay as stipulated in this Agreement in addition to the rate of pay as prescribed for the Statutory Holiday.
  - 11.4 In the event any of the above-mentioned Holidays fall during an employee's annual vacation, he shall receive an extra day off with pay, added to his vacation for each Holiday.
  - 11.5 In the event any of the above-mentioned Holidays fall on an employee's regular day off, it will be at the discretion of the Company to decide whether the day given will be on the day before or the day after, depending on business requirements..

## ARTICLE NO. 12 - ANNUAL VACATIONS

- 12.1 Vacation will be calculated by using hours worked within a given vacation year. The hours worked will be less WCB, STD, layoff, or Leave of Absence, including voluntary leaves. Straight time worked will be added together until the employee's anniversary date, then the employee's hours will be supplemented with his overtime hours up to a maximum of the hours needed for that level of vacation. So the pay for such hours will be given on straight time until the completion of his anniversary. This calculation will start after completion of one year (no overtime hours can be used to reach the maximum in the first year.)
- a) Each full-time employee on completing one (1) year of continuous service with the Company, shall be granted two (2) weeks vacation with pay.
- Payment for such vacation shall be in the amount equal to four percent (4%) of the gross earnings worked by the employee, during the year in which he qualified for such vacation.
- b) Each full-time employee on completing five (5) or more years of continuous service with the Company, shall be granted three (3) consecutive weeks vacation with pay.
- Payment for such vacation shall be in the amount equal to six percent (6%) of the gross earnings worked by the employee, during the year in which he qualified for such vacation.
- c) Each full-time employee upon completing ten (10) or more years of continuous service with the Company, shall receive four (4) weeks vacation with pay.
- Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross earnings worked by the employee, during the year in which he qualified for such vacation.
- d) Each full-time employee shall be required to complete eighteen (18) years or more of continuous service with the Company to be granted five (5) weeks vacation with pay.
- Payment for such vacation shall be in the amount equal to ten percent (10%) of the gross earnings worked by the employee during the year in which he qualified for such vacation.
- 12.2 The time of vacation shall be fixed by the Company, consistent with efficient operation of the business. Preference of vacation time shall be given to senior employees. Holiday lists, once posted, will be removed after sixty (60) days. Vacation procedures shall be in accordance with the Company Vacation Policy.
- 12.3 Any employee laid off, or leaving the Company, before completion of a full year of service, shall be entitled to a pro-rated vacation with pay, computed on the same percentage of his gross earnings, during the portion of the year worked.
- 12.4 For an employee to receive his vacation pay, the employee will be required to fill out a form prior to taking vacation. The employee will NOT receive his vacation pay any earlier than seven (7) consecutive days prior to the employee taking vacation so the form must be received by payroll prior to the seven (7) days. The employee will receive his vacation pay via direct deposit.

## ARTICLE NO. 13 - UNION CONTROVERSY

- 13.1 It shall not be a violation of this Agreement, or cause for discharge of any employee, in the performance of his duties to refuse to cross a picket line, or pickup or deliver to a place where a labour dispute exists, which is recognized by the Union.

#### **ARTICLE NO. 14 – MANAGEMENT RIGHTS**

- 14.1 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- 14.2 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- 14.3 The Company agrees to the steps of progressive discipline when dealing with all matters of the same or similar nature.
- 14.4 When discussions take place with employees that are of a disciplinary nature, the Company will be required to have a Shop Steward present, unless refused by the member. The Company will issue discipline to the affected employee within their next five (5) working days of being aware of the alleged infraction. Failure to abide by the above, will result in the discipline being null and void. Upon request the Union will allow an extension of the five (5) work days, for Investigation Purposes.
- 14.5 The Company agrees to give the Union a copy of any reprimand provided to an employee. A reprimand letter must be removed from the employee's file twelve (12) months after the date of such reprimand.
- 14.6 Should any discharged employee feel that such dismissal is unjust, he may apply for a hearing of his case through the Grievance Procedure, within two (2) working days of the date of discharge. Should it be found that an error has been made, he shall be reinstated and reimbursed for all time lost. Such reimbursement to be less all monies otherwise earned during the period in question.

#### **ARTICLE NO. 15 - LOSS OR DAMAGES**

- 15.1 Employees will not be charged for loss or damage, except where clear proof of negligence is shown, and if the employee concerned denies negligence, he shall not be dismissed or laid off for non-payment unless, and until, the question of his negligence has been decided through the grievance procedure under this agreement. In no event will the Company deduct any monies from an employee's earnings, unless he has signed proper authorization.

#### **ARTICLE NO. 16 - GRIEVANCE PROCEDURE**

- 16.1 All questions, disputes, and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustments and settlements shall be as follows:

**STEP 1** - Any grievance of an employee shall first be taken up between such employee and the Operations Manager. The employee shall be entitled to representation by a Shop Steward or representative of the Local Union. Whether the issue is resolved or not, a form must be filled out signed by both Parties. If this issue is not resolved, this form must be given to the Teamsters Union in order to launch a formal grievance.

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

Time limit to institute grievance:

Termination, lay-off and all others            five (5) working days

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

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

**STEP 5** – If the grievance is not settled at Step 4, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P.) to render a decision. The Parties agree that such decision will be binding however will not set precedent in any future grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties. In the event the Parties do not agree to the Canadian Joint Grievance Panel (C.J.G.P.) process, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

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

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

## **ARTICLE NO. 17 - HEALTH AND WELFARE PLAN**

### 17.1 Section "A"

The Company shall establish and operate a Health and Welfare Plan, covering members of the Union employed by the Company.

- a) Any member of the Union, who is in the employ of the Company on the effective date of the Health and Welfare Plan, shall join the Plan from that date.
- b) Any employee who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first (1st) day of the month immediately following completion of one hundred and twenty (120) days with the Company except whereby Company policy requires that an employee join the Plan at an earlier date.

### 17.2 Section "B"

The Plan shall provide the following benefits:

- a) Group Insurance with a Life Insurance Company licensed to operate in Canada, that will provide a minimum coverage of no less than twenty thousand dollars (\$20,000.00) for loss of life of the employee. Details about life insurance, dependant life, and AD&D will be as outlined in the employee's benefit booklet.

- b) Non-occupational Short Term Disability (STD/Weekly Indemnity) Coverage will be no less than fifty-seven percent (57%) of the employee's weekly earnings (non-taxable). Details regarding STD coverage will be as outlined in the employee's benefit booklet.
- c) Long Term Disability (LTD) Coverage will be no less than one thousand two hundred dollars (\$1,200.00) per month, but this amount will be reduced by the amount the employee received from CPP due to being disabled. Details regarding LTD coverage will be as outlined in the employee's benefit booklet.
- d) Medical, Surgical and Obstetrical coverage in accordance with the standard plan of service provided by Alberta Health Care.
- e) It shall be the responsibility of the Company to provide to the employees, the necessary Health and Welfare forms.
- f) It shall then be the responsibility of the employee to cause such forms to be filled out and completed by his doctor, in order they can be processed in order.
- g) The Company shall provide to the employees, a booklet outlining all the important provisions of the benefits to which eligible employees and their dependants are entitled, and procedures to be followed should claims arise.
- h) Where major medical benefits are not provided within Alberta Health Care, coverage shall be provided with benefits that are basically equal to those benefits provided within the Alberta Blue Cross Plan, including eye glasses for employees and dependents.
- i) The Company shall provide coverage of ninety percent (90%) of prescription drugs. As well the Company shall implement direct pay drug cards.

17.3 Section "C"

The Company will provide a basic and major restorative Dental Plan to all eligible employees.

17.4 Section "D"

Premium Cost Share: The cost of the Health & Welfare Plan shall be borne as follows:

	JAN 1/19
Company Portion	80%
Employee Portion	20%

Notwithstanding the cost sharing formula noted above, the employee will always pay one hundred percent (100%) of the WI and LTD premiums as part of the employee portion of the premium share.

17.5 Pension Plan

All full-time employees of MTE Logistix Edmonton Inc., covered by this Agreement, will be entitled to the Prairie Teamsters Pension Plan. Pension contributions for full-time employees will be as follows:

Rates per Hour for NEW Full-time Employees hired or promoted after date of ratification:

	Date of Ratification
Less than 12 Months Seniority	\$1.25 per hour
12 to 24 Months Seniority	\$1.50
24 – 36 Months Seniority	\$2.00

Rates per Hour for EXISTING Full-Time Employees at date of ratification:

	Date of Ratification
All existing employees	\$2.75 per hour

Pension contributions will be for each hour worked. Pension contributions will commence the first of the month following completion of one hundred and twenty (120) days with the Company.

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

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

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

**ARTICLE NO. 18 – UNION/MANAGEMENT COMMITTEES**

- 18.1 Union /Management Committees will be established for the purpose of communication of various day-to-day issues relating to working conditions and safety. The meetings shall be held once each quarter unless otherwise agreed to by the Committee.
- 18.2 This Committee will consist of Shop Stewards who will represent the various departments, and Management who will include but are not limited to Operations and Human Resources.

**ARTICLE NO. 19 - STRIKES AND LOCKOUTS**

- 19.1 It is agreed that there shall be no strike, lockout, or slowdown occurring by reason of a dispute between the Company and the Union during the term of this Agreement.

**ARTICLE NO 20 – TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND**

- 20.1 The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons depended upon any industry represented by the Teamsters.

Effective January 1, 2016, the Company shall make contributions of five cents (5¢) per hour for each hour worked to a maximum of one hundred and sixty-eight (168) hours per month, for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to General Teamsters, Local Union No. 362 Union/Industry Advancement Fund by the fifteenth (15<sup>th</sup>) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the General Teamsters, Local Union No. 362.

**ARTICLE NO 21 - EFFECTIVE DATE OF AGREEMENT**

21.1 The terms and conditions of this Agreement shall become effective on the first (1st) day of July 2019, and any negotiated renewal shall take effect on the thirtieth (30<sup>th</sup>) day of June 2022.

**ARTICLE NO. 22 - TERMINATION AND AMENDMENTS**

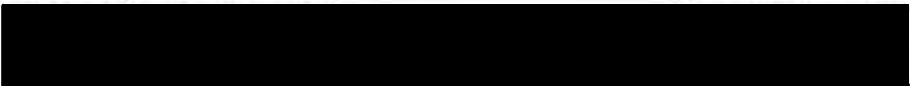
22.1 This Agreement shall remain in full force and effect as of the first (1st) day of July 2019, and continue in full force and effect through the thirtieth (30<sup>th</sup>) day of June 2022, and from year to year thereafter as hereinafter provided.


22.2 If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing such amendments shall give notice in writing to the other Party, not less than ninety (90) days before thirtieth (30<sup>th</sup>) day of June in any year.

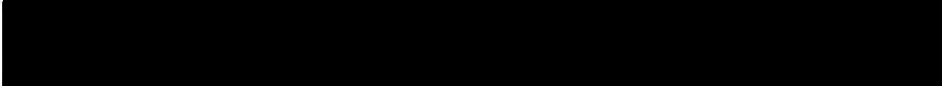
SIGNED THIS 16 DAY OF December 2019

**ON BEHALF OF THE COMPANY:**  
MTE Logistix Edmonton Inc.

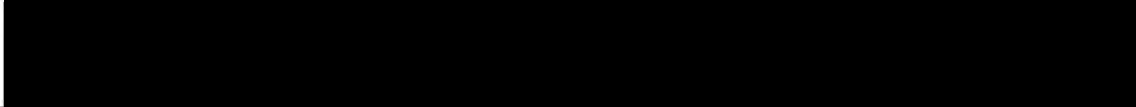
**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362

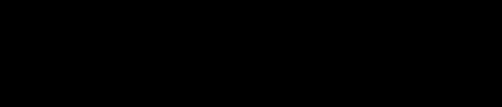
  
Ashley Whittaker  
Human Resources Manager

  
Mary Snyder  
Business Agent

  
Rita Kwiatkowski  
Vice-President, Finance

  
Chance Hrycun  
Business Agent

  
Michael Haas  
President

  
Tony Atkins  
Business Agent

LETTER OF UNDERSTANDING #1

**BETWEEN:** MTE Logistix Edmonton Inc.  
Hereinafter called the "Company"

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
Hereinafter called the "Union"

Should the Company require mandatory overtime on the current shift they must first offer it on a voluntary basis to full time employees from the top of the seniority list to the bottom of the seniority list then to part-time employees on a voluntary basis from the top of the seniority list to the bottom.

If the mandatory overtime requirement is not satisfied the Company will require part time employees to work the mandatory overtime if qualified prior to requiring any full time employees to work the mandatory overtime.

Part-time employees working such mandatory overtime will not trigger clause 1.6 a.) or 4.2 d.) of the collective bargaining agreement. Additional hours will be paid per Article 8.1 and 8.2 of the CBA.


The above provision applies to Contract Warehousing warehouseman as identified in Article No. 6, Section 6.5.3 and only during peak periods as defined in Article 4.2 b.)


The Company and the Union agree that if any issues arise from this overtime language the parties will meet to discuss.

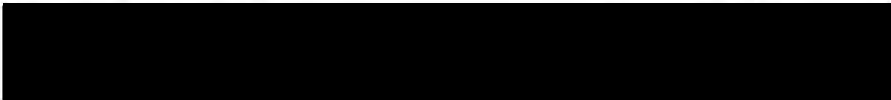
SIGNED THIS 16 DAY OF December 2019

**ON BEHALF OF THE COMPANY:**  
MTE Logistix Edmonton Inc.

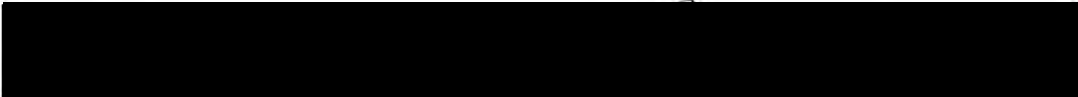
**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362

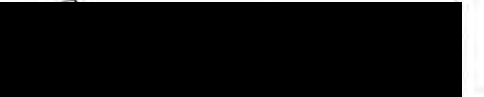
  
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