

THIS AGREEMENT IS EFFECTIVE FEBRUARY 1, 2020

Between

PROCOR LIMITED (Edmonton Plant)

(hereinafter called the "COMPANY")

and

**UNIFOR
Local 21A**

(hereinafter called the "UNION")

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish a basis for maintaining a fair and orderly relationship between the Company and its employees represented by the Union, in the mutual interest of both the Company and its employees.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes Unifor (the Union) as the sole bargaining agent for its employees at its plant in EDMONTON, as described in the Board of Industrial Relations Certificate Number #31-2014.

2.02 Every employee who is now, or hereafter becomes a member of the Union, shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall within thirty (30) days after commencement of his/her employment apply for and maintain membership in the Union as a condition of his/her employment.

- 2.03 (a) The Company shall, during the term of this Agreement, deduct from the wages of each employee on the active payroll who so authorizes such deduction the equivalent of the regular monthly dues in the amount specified in writing by the Union to the Company to be currently in effect and duly authorized by the UNIFOR, Local 21A.
- (b) Deductions for Union dues shall be made equally, from the first pay period and the third pay period of each month and shall commence for newly hired employees during the first pay period and third pay period in the month following thirty (30) calendar days of employment.
- (c) The Company shall remit to the Secretary-Treasurer of the Local Union the total amounts so deducted not later than fifteen (15) days after the deduction has been made. The Company will, at the same time, forward to the Secretary-Treasurer a list showing, for employees who have signed a dues deduction authorization, those for whom deductions have been made and those for whom deductions have not been made.
- (d) The Union shall save the Company harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions.
- (e) Union dues deductions made by the Company will be reported on the applicable T-4 slip.

2.04 The Company and the Union agree that they will not discriminate against any Employee because of race, colour, religion, age, sex, marital status or any other

prohibited grounds of discrimination as outlined in the Individual Rights Protection Act of Alberta.

ARTICLE 3 - VIOLENCE AND HARASSMENT

3.01 The Company and the Union recognize the right of employees to work in a harassment free environment, and to be treated with respect in the workplace. The Company and the Union agree that all employees deserve a workplace that is productive and promotes both the dignity and self-esteem of all employees. The Company is committed to provide, and the Union is committed to promote a respectful, supportive, healthy, safe, accessible and inclusive work environment for all employees. All employees are entitled to work in an environment free from violence, harassment, intimidation, and other disruptive behaviour.

ARTICLE 4 - NO STRIKE - NO LOCKOUT

4.01 The Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

4.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing or slowdown.

ARTICLE 5 - MANAGEMENT'S RIGHTS

5.01 The Union recognizes the right of the Company to operate and manage its business in all respects including its right to hire, promote, demote, transfer, reclassify and suspend employees and to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he/she has been discharged, suspended or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided. The Company shall not exercise its right in a manner inconsistent with the terms of this Agreement.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 (a) The regular daily schedule for employees working on the day shift shall not exceed eight (8) consecutive hours, exclusive of lunch period and the regular weekly schedule shall not exceed forty (40) hours in any one period of seven (7) consecutive days measured from the beginning of the employee's regular weekly working schedule. The seven (7) consecutive days referred to in this Article shall commence at 12:01 a.m. Monday and continue until 12:00 midnight the following

Sunday. Employees on each shift will be allowed a total of twenty (20) minutes for break periods in each eight (8) hour shift, such time to be allocated over the shift as determined by local management. Also, these employees will be allowed fifteen (15) minutes to put away tools and clean up before quitting time each day.

- (b) The regular daily schedule for employees working on an afternoon shift when a two shift schedule applies to them i.e. days and afternoons) shall not exceed ten (10) consecutive hours, exclusive of lunch period and the regular weekly schedule shall not exceed forty (40) hours in any one week period of seven (7) consecutive days measured from the beginning of the employee's regular weekly working schedule. The seven (7) consecutive days referred to in this Article shall commence at 12:01 a.m. Monday and continue until 12:00 midnight the following Sunday. Employees on each shift will be allowed a total of twenty-five (25) minutes for break periods in each ten (10) hour shift, such time to be allocated over the shift as determined by local management. Also, these employees will be allowed fifteen (15) minutes to put away tools and clean up before quitting time each day.

6.02

- (a) Overtime rates shall be paid for on the basis of straight time and one-half (1-1/2) the employee's regular rate for the first two (2) hours of overtime required following the completion of the Employee's regular eight hour shift, after which double (2) time shall be paid for such work performed on that day. Double (2) time shall be paid if hours paid at time and one half (1-1/2) exceed eight (8) hours in a work week. Time and one-half (1-1/2) the employee's regular rate shall be paid for the first eight (8) hours of work performed on the sixth consecutive day worked and at double (2) time the employee's regular rate for hours worked in excess of eight (8) hours on the sixth consecutive day and for all hours worked on a Sunday. These overtime rates shall not apply where hours worked in excess of the regular daily or weekly schedule result from shift changes, emergency call-in, or changes made in the individual employee's schedule at the employee's request. An employee required to continue working for more than two (2) hours beyond their regular shift shall be paid \$10.00 in lieu of a lunch. In addition, when it is anticipated that the scheduled overtime will exceed two (2) hours beyond the end of the employee's regular shift, a ten (10) minute break period will be provided at the start of the scheduled overtime.
- (b) In the case of an Employee working a ten hour shift, double (2) time shall be paid for all overtime worked following the completion of the Employee's regular ten hour shift. Time and one-half (1-1/2) the employee's regular rate shall be paid for the first eight (8) hours of work performed on the fifth and sixth consecutive day worked and at double

(2) time the employee's regular rate for hours worked in excess of eight (8) hours on the fifth or sixth consecutive day and for all hours worked on a Sunday. These overtime rates shall not apply where hours worked in excess of the regular daily or weekly schedule result from shift changes, emergency call-in, or changes made in the individual employee's schedule at the employee's request. An employee required to continue working for more than two (2) hours beyond their regular shift shall be paid \$10.00 in lieu of a lunch. In addition, when it is anticipated that the scheduled overtime will exceed two (2) hours beyond the end of the employee's regular shift, a ten (10) minute break period will be provided at the start of the scheduled overtime.

(i) Employees whose work schedule is other than Monday to Thursday, where this work schedule will be considered their normal working schedule, will be administered according to Article 6.02 (b) for overtime provisions, except reference to the fifth, sixth or seventh consecutive day worked would be changed based on the respective and specific working schedule of the employee. Double time would apply for all hours worked on the seventh consecutive day worked.

(c) Notwithstanding the above (Article 6.02 (b) and 6.02 (b) (i)), when the employer assigns an employee(s) to work a 10 hour day schedule, that includes Saturday and/or Sunday [being the normal work schedule of the employee(s)], and the schedule averages 40 hours per week over the cycle, employees will receive their regular rate of pay.

6.03 Time not worked for which the employee is paid shall not reduce the work week for purposes of determining eligibility for overtime payment. There shall be no pyramiding of overtime.

6.04 The normal hours of work for day shift employees shall be 7:30 a.m. - 12:00 Noon and 12:30 p.m. - 4:00 p.m. Monday to Friday inclusive. The normal hours of work for afternoon shift employees shall be 4:00 p.m. - 8:30 p.m. and 9:00 p.m. - 12:30 a.m. Monday to Friday inclusive.

The normal hours of work for employees working in the Finishing and Lining Shops on the day shift shall be 7:30 a.m. to 4:00 p.m. Monday to Friday inclusive (with a 1/2 hour unpaid lunch break provided appropriate to this schedule); the afternoon shift shall be 3:30 p.m. to 12:00 midnight Monday to Friday inclusive (with a 1/2 hour unpaid lunch break provided appropriate to this schedule); and on night shift shall be 11:30 p.m. to 7:30 a.m. Sunday to Thursday inclusive (with a 1/2 hour paid lunch break provided appropriate to this schedule).

However, the Company may assign employees to work hours other than these normal hours when necessary. The Company will establish necessary daily and weekly schedules from time to time as required, to accommodate a three shift operation, a two

shift operation or other production needs.

6.05 An employee who reports for work on a regularly scheduled working day, and who has not been advised on the previous day not to report, will be given work for at least the half shift for which he/she reports, or, if no work is available, will be paid for the half shift for which he/she reports. The obligation of the Company under this provision will not prevail:-

- (a) when an employee is prevented from working because of circumstances beyond the control of the Company,
- (b) if the employee does not keep the Company advised of his/her current address and telephone number.

6.06 An employee who is called into work in an emergency outside of his/her regular working hours shall receive pay at the applicable premium rate as set out in Article 6, Clause 6.02 hereof or a minimum of four (4) hours pay at his/her straight time rate whichever is the greater amount. Time worked under this provision is not included in the employee's regular hours worked for purposes of determining his/her eligibility for overtime payment.

6.07 Nothing in this Article is to be construed as a guarantee of hours of work per day or per week, or of days of work per week.

ARTICLE 7 - SENIORITY

7.01 Seniority for the purposes of this Agreement shall be defined as length of active service at the Edmonton Shop. A newly hired employee shall be considered a probationary employee until he/she has completed ninety (90) work days or shifts after which his/her seniority will be based on service since the last date of hire. The ninety (90) work days or shifts may be extended by mutual agreement between the Company and the Union. During this probationary period the Company may terminate the employment at its discretion and such termination shall not be made the subject of a grievance.

7.02 An employee shall lose his/her seniority standing and employment relationship with the Company under the following conditions:-

- (a) an employee leaves the service of the Company,
- (b) an employee is discharged for cause, unless subsequently reinstated by the grievance procedure,
- (c) an employee fails to return to work after a lay-off within seven (7) calendar days after being requested to do so by the Company or fails to notify the Company within two (2) days that he/she will return to work after being

notified by the Company at the address shown on its records that work is available. It is the responsibility of the employee to keep the Company informed of his/her current address. Notification will be by a receipted mailing system,

- (d) an employee is absent from work for two (2) consecutive working days or more without advising the Company and giving extenuating valid reasons to the Company justifying the absence either before or during his/her absence,
- (e) an employee takes work elsewhere during leave of absence without the consent of the Company,
- (f) an employee is on lay-off for a period of twelve (12) consecutive months,
- (g) an employee, who has been receiving benefits under the Company's Sickness and Disability Plan for non-occupational illness or injury fails to return to work when physically able to do so, or within one year from the date benefits cease, whichever is the shorter period,
- (h) an employee, who has been receiving benefits under Worker's Compensation regulations, fails to return to work when physically able to do so.

7.03 An employee who has lost his/her seniority standing and employment relationship with the Company will, if rehired, be rehired as a new employee.

7.04 In cases of promotion, (except for positions excluded from the bargaining unit), permanent transfers, or in cases of increases or decreases in the working force, the Company shall consider the following factors:

- (a) ability to perform the work available without training (job orientation of not more than one shift's duration shall not be considered training).
- (b) seniority

where qualifications in factor (a) are relatively equal, factor (b) shall govern.

The Company may make layoffs of up to four (4) regular work days without having to implement provisions of this section, if necessary due to equipment failure, emergency situations, or other short term interruptions in production.

7.05 The Company shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the current seniority list shall be posted and a copy sent to the Union once per month. The list prepared in January 1981 shall be considered final for all employees hired prior to that date and the dates shown for these

employees shall not be subject to challenge at any time.

7.06 An employee covered by this Agreement who accepts a position beyond the scope of this Agreement, shall maintain their seniority credit previously acquired for a period of up to one hundred and fifty (150) calendar days in a calendar year while in that position.

Employees who exceed one hundred and fifty (150) calendar days may only enter the Bargaining Unit as a new employee with regards to seniority. Service years will continue to be recognized. The Company will keep the Union informed on a quarterly basis the status of any Bargaining employee's number of days outside of the Bargaining Unit.

7.07 Subject to conditions specified in 7.02, during periods of absence due to sickness, accident, or lay off, service for purposes of seniority will accumulate for a period of time equal to length of service to a maximum of twelve (12) months duration. In the case of an authorized leave of absence, seniority will accumulate for a period of no more than 30 days.

7.08 The foregoing definition of seniority is limited to the purposes of this Agreement, and shall not be applicable to the administration of the Company's Benefit Plans, the terms of which, relating to crediting of service, will continue to govern.

7.09 In the event the Company ceases operating the Edmonton Service Centre, Employees with 1 or more years of service when terminated shall be paid a single one-time severance payment amounting to two week's pay for each full year of service to a maximum payment of fifty-two (52) weeks. Payment to be based on the hourly rate that was in effect for the classification held when last actively at work. Payments under this section will be considered a special severance allowance and, if applicable, may include any statutory payments that may be owed or owing under Provincial law. This provision will apply to those employees who have been on layoff six (6) months prior to the cessation of operation.

ARTICLE 8 - WAGES AND SHIFT DIFFERENTIALS

8.01 The following schedule of occupational classifications and rates will be in effect on the dates specified following the signing of this Agreement. The employees covered by this Agreement shall receive not less than the rates of pay established by this schedule. The Company will designate the rates for any new or changed occupational classifications and will inform the Union of such changes. If there is a claim that the rate designated for a new or changed occupational classification is inequitable, such claim may be made the subject of a grievance by the Union and processed according to Article 11.

| <u>CLASSIFICATION</u> | | <u>RATE PER HOUR EFFECTIVE</u> | | |
|-----------------------|--|--------------------------------|------------------|------------------|
| | | <u>Feb. 1/20</u> | <u>Feb. 1/21</u> | <u>Feb. 1/22</u> |
| | | 1.50% | 2.00% | 2.25% |
| *A | Chief Engineer, Air Brake Mechanic, Maintenance Mechanic, 'A" Welder | 39.80 | 40.60 | 41.51 |
| <hr/> | | | | |
| NEW-Feb 1/2013 | | | | |
| **B 1 | Journeyman Welder with 4 Position 7018 test Plate certification | 37.47 | 38.22 | 39.08 |
| <hr/> | | | | |
| B | C.R.I, 3rdYear Apprentice, A.B. Repairman, Liner Applicator, 4 th Class Steam Engineer Senior Trackmobile Operator Journeyman Welder (No Test Certification) | 36.99 | 37.73 | 38.58 |
| <hr/> | | | | |
| C | C.R.II, 2nd Year Apprentice, Trackmobile Operator, Painter Senior, Storesman Senior | 34.65 | 35.34 | 36.14 |
| <hr/> | | | | |
| D | C.R.III, 1st Year Apprentice, Sandblaster, Switchman, Painter, | 33.02 | 33.68 | 34.44 |
| <hr/> | | | | |
| E | Helper Senior, Storesman | 28.43 | 29.00 | 29.65 |
| <hr/> | | | | |
| F | Helper | 25.06 | 25.56 | 26.14 |
| <hr/> | | | | |
| G | Labourer, Janitor | 23.16 | 23.62 | 24.15 |
| <hr/> | | | | |

- (a) An employee will proceed from a lower level category to a higher level category but not to exceed the C.R.III category, at intervals of 3 months duration if performance warrants. In the event progression is delayed a performance review discussion will take place.
- (b) A Lead Hand shall be paid \$1.10 per hour more than the rate of the highest classification in the occupational group under his/her immediate direction.
- (c) The Painter shall be paid 20¢ per hour over the CRIII rate if qualified in both painting and sandblasting skills.
- (d) Senior Painters who have achieved one full year of service in the classification will be paid a premium of 40¢ per hour over the Painter Senior rate (i.e. category C in the list of classifications).
- (e) An employee in charge of a mobile repair unit will receive an \$1.00 per hour premium while acting in that capacity.

8.02 New employees will be hired into permanent positions at the rate specified in the schedule of occupational classifications commensurate with their qualifications and experience.

8.03 A shift differential of \$1.20 per hour and \$1.25 per hour for afternoon and night shifts respectively will be paid for all hours worked on these shifts. These differentials shall not apply where the hours worked on either of these shifts result from an employee on a prior shift being required to work overtime.

ARTICLE 9 - JOB POSTING & JOB PROGRESSION

9.01 The Company agrees that should a vacancy occur in any of the classifications in 9.02, the Company will post a notice for three (3) working days informing employees of such a vacancy.

9.02 The following are classifications for which Job Postings shall be used to fill vacancies for positions located at the Edmonton Plant site only:

- Storesman
- Painter
- Switchman
- Sandblaster
- First Year Apprentice
- Storesman Senior
- Painter Senior
- Trackmobile Operator
- C.R. II
- 4th Class Steam Engineer
- Liner Applicator
- C.R.I.
- "A" Welder
- Maintenance Mechanic
- Air Brake Mechanic
- Chief Engineer

The Company will not post for the following positions: Labourer, Janitor, Helper and Helper Senior. Employees who may wish to bid into these classifications may submit a standing letter of interest for these four lower classifications. It should be recognized that all employees will progress according to Article 9.07 (a).

Consideration will be given to all hourly employees covered by this collective agreement but it is understood that customer requirements prevail.

9.03 All applicants for Job Postings will be considered in accordance with Article 7.04.

9.04 The name of the successful applicant will be posted within 14 days from the date of the expiry of the posting, and that person will be assigned to such new duties as soon as operational requirements permit.

9.05 The Union may submit names of employees deemed to be interested in the position who are on vacation at the time of the posting.

9.06 It is agreed that the Job Posting process will serve to provide, for then existing employees, the opportunity for advancement and for the filling of vacancies before the hiring of new employees. In the case of an employee accepting a lower paid classification, that employee will not have the right to bid on any postable vacancy for a period of one (1) year.

9.07 (a) An employee will progress from a lower level classification to a higher level classification but not to exceed the C.R.III, or Painter/Sandblaster, or Switchman, or A.B. Test Rack Operator, or Storesman, at three (3) month intervals of on-the-job training in each classification if performance warrants.

(b) The Company agrees to provide training and experience necessary for the employee to qualify in the next higher classification within the three (3) month interval as provided for in Article 9.07 (a).

(c) In the event progression is delayed by lack of performance, a performance review discussion will take place with the purpose of assisting the employee to qualify.

(c) The time periods and qualifications within an apprenticeship will be those as set out by the Alberta Trades Qualifications Branch.

9.08 Progression beyond the levels in 9.07 (a) will be on the basis of vacancy and will be filled in accordance with Article 7.04.

9.09 An employee who is in the classification of a Trackmobile Operator will progress to a Senior Trackmobile Operator after one (1) year of experience in this

classification. Notwithstanding Article 10.01 (b) an employee previously qualified to operate the Trackmobile may progress to a Senior Trackmobile Operator after six (6) months of experience in this classification.

ARTICLE 10 - TRANSFERS

10.01 (a) If an employee is assigned temporarily to work outside of his/her regularly assigned occupational classification(s) he/she shall receive the rate for the temporary job if the assignment is of more than one shift's duration and provided he/she performs all requirements of such job. However, if this rate is lower than his/her regular rate, he/she shall receive his/her regular rate for the duration of the temporary assignment. In making temporary assignments of less than fourteen (14) days' duration, the seniority considerations relating to other transfers need not necessarily be taken into account. If a temporary assignment is anticipated to last more than 14 days, the Union shall be advised. Temporary work assignments under this Article shall not adversely affect the rights of employees under Article 7, clause 7.04.

(b) Experience gained from such temporary work assignments shall not be considered when filling permanent vacancies through the posting procedure, nor for promotion under Article 7.04.

(c) Temporary transfers shall be for a maximum of two (2) months except when extended by mutual agreement between the Company and the Union.

10.02 If a transfer is for the convenience and benefit of the employee instead of being laid off due to lack of work, breakdown of machinery or other like cause, he/she shall be paid the rate for the job to which he/she is transferred, except, that if this rate is higher than his/her regular rate, he/she shall be paid this higher rate only when he/she has displayed fully satisfactory performance on the job to which transferred.

10.03 When circumstances permit, suitable alternative employment on a temporary basis will be provided to an employee who is unable to perform his/her normal duties due to injury or illness.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 The Union will establish a Grievance Committee consisting of two (2) employees. The Company shall be advised in writing of the names of the members of this Committee and shall also be notified in writing of any changes.

11.02 The parties agree that it is important to adjust grievances as quickly as possible. No grievance shall be considered:-

- (a) which does not concern the interpretation or alleged violation of this Agreement
- (b) where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.

11.03 A grievance shall be adjusted and settled as follows:

STEP 1. The aggrieved employee shall present his/her grievance orally or in writing to his/her Immediate Supervisor. He/she may have the assistance of one member of the Grievance Committee if he/she so desires. If a settlement satisfactory to the employee concerned is not reached within forty-eight (48) hours (or any other period of time mutually agreed upon) the next step in the grievance procedure may be taken within forty-eight (48) hours thereafter.

STEP 2. The aggrieved employee shall submit his/her grievance in writing to the Grievance Committee which shall then meet with the Service Centre Manager and one other representative of management, if desired by the Company.

If final settlement of the grievance is not completed within seven (7) working days after deliberations at Step 2 have commenced, the grievance may be referred by either party to a Board of Arbitration as provided in Article 12 below at any time within twenty-one (21) days after the meeting referred to in Step 2, but not later. Time limits where specified in this Article may be extended by mutual agreement between the Company and the Union.

ARTICLE 12 - ARBITRATION

12.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all steps outlined in the grievance procedure - Article 11 above - and which has not been settled will be referred to a Board of Arbitration at the request of either of the parties hereto.

12.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board. Should the Company and Union agree, the Chairman may be chosen to act in the capacity of a single Arbitrator, in which case the "Board" shall be read to mean single Arbitrator throughout this Article.

12.03 Within seven (7) days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

12.04 Should the person chosen by the Company and the person chosen by the Union fail to agree on a third person within thirty (30) days of the notification mentioned in 12.03 above, the Minister of Labour of the Province shall be asked to nominate a person to act as Chairman.

12.05 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.

12.06 The decision of the majority of the Board of Arbitration constituted in the above manner shall be binding on both parties, and where there is no majority, then the decision of the Chairman will rule.

12.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will equally bear the expense of the Chairman.

ARTICLE 13 - SUSPENSION AND DISCHARGE CASES

13.01 An employee is entitled at the imposition of suspension or discharge to be notified where possible for the reasons for considering such action unless he/she is a danger to him/her or others. The employee shall have the right to be accompanied by a Union representative if he/she so wishes. The time and place of the meeting will be advised in advance by the Company.

13.02 The Company shall provide the employee and the Union with a copy of any written warning affecting the employee. Any reply by the employee shall become part of his/her record. The record of any disciplinary action shall not be referred to or used against him/her at any time after eighteen (18) months following such action, (increases to 24 months in the case of safety infractions). Failure to grieve previous discipline, or pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified. Similarly, a failure of the Company to pursue a grievance to arbitration shall not be considered an admission that such discipline was not justified.

13.03 An employee shall be notified of the grounds for his/her discipline or discharge. The employee and the Union shall receive a copy of any written disciplinary or discharge notices.

13.04 In all cases of discipline or discharge notices an employee shall have the right to authorize the Company in writing that copies of such notices not be given to the Union.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following holidays are recognized by the Company:-

| | |
|---|-----------------|
| NEW YEAR'S DAY | CIVIC HOLIDAY |
| FAMILY DAY* | GOOD FRIDAY |
| MONDAY PRIOR TO MAY 24TH (Victoria Day) | |
| CANADA DAY | LABOUR DAY |
| THANKSGIVING DAY | REMEMBRANCE DAY |
| CHRISTMAS DAY | BOXING DAY |

Plus one (1) additional holiday designated by the Company.

*Family Day shall be recognized by the Company so long as it continues as a legislated holiday.

14.02 In order to establish eligibility to receive payment for any of these holidays, an employee must:-

have at least thirty (30) days active service with the Company, and have worked the full scheduled shift immediately preceding the holiday and the full scheduled shift immediately following the holiday unless his/her reason for not having worked on either of these days is acceptable to the Company for purposes of administration of this provision. Reasons such as the following justifying absence on one of the qualifying shifts will be considered acceptable by the Company if provision for payment for the day is not provided through another source:

- (i) Injury covered by Worker's Compensation
- (ii) Illness or injury; medical certificate to be provided if requested
- (iii) A Company approved shift change
- (iv) Bereavement leave
- (v) Annual vacation.

14.03 Each employee will be paid a regular day's pay at his/her straight time rate for each of these holidays without having to work, provided the employee otherwise would have been regularly scheduled to work and the requirements of 14.02 are met.

An employee who is required to work on one of these holidays will receive the holiday payment, provided he/she qualifies for such as specified in 14.02, and in addition will be paid at the rate of double (2) time for the actual time worked.

Employees working on other than a regular Monday to Friday schedule will be paid for any of these holidays if such holiday occurs or is proclaimed on one of his/her regularly scheduled days off.

If an employee is scheduled to work on one of these holidays as part of his/her regular schedule, and he/she fails to work as scheduled, he/she will not be paid for the holiday, unless his/her reason for not working is acceptable to the Company for purposes of administration of this provision as specified in 14.02.

14.04 If the hours worked on a holiday entitle the employee to an overtime rate under any other provision of this Agreement, such overtime rate will be considered as meeting the overtime rate provisions in this Article.

14.05 If any of these holidays occur or are proclaimed during an employee's vacation period he/she shall be allowed a day off with pay at his/her regular straight time hourly rate in addition to his/her regular vacation period in lieu of such holiday.

14.06 In no event will an employee receive payment under this Article if payments through other contractual or statutory provisions apply.

ARTICLE 15 - VACATIONS

15.01 All regular employees, after one (1) year of continuous service, shall receive an annual paid vacation on the following basis:-

| | |
|--|---------|
| One year's service up to and including three (3) years' service..... | 2 weeks |
| Employees who complete three (3) years' service up to and including ten (10) years' service..... | 3 weeks |
| Employees who complete ten (10) years' service up to and including twenty (20) years' service..... | 4 weeks |
| Employees who complete twenty (20) or more years of service..... | 5 weeks |

15.02 Vacations will be paid on the basis of a forty (40) hour week at the employee's regular hourly rate, or according to the statutory requirements, whichever is the greater. Vacation pay will be reduced proportionately for each continuous period of absence of thirty (30) calendar days or more since the employee's last previous vacation, except while the employee is receiving benefits under the Company Short Term Sickness and Disability Plan. Vacation pay will not accrue to an employee for the period he/she is on Long Term Disability benefits under the Sickness and Disability Plan.

15.03 The Company with the full cooperation of the employees will make every effort to give vacation when desired, using seniority standing as a guide, but, operating needs are controlling as to when vacations may be given. Vacation requests will be made in writing during the month of May, but no later than one week following the announcement regarding the vacation/maintenance shutdown.

15.04 Service credits for annual vacations will be accumulated up to June 30th of the vacation year from the date of employment, adjusted service date in the event of leave of absence in excess of thirty (30) days duration, or date of re-employment in the event of lay-off in excess of twelve (12) months, whichever is applicable

Each employee having one or more years of service on June 30th of the vacation year will be eligible for vacation as established in schedule 15.01 above. An employee having less than a year's service at June 30th will be eligible for vacation pay in an amount proportionate to his/her actual service.

An employee whose service is terminated will be paid vacation allowance in an amount proportionate to his/her actual service since the preceding June 30th or since his/her date of employment, whichever is the later.

The employees will choose one of the below options with regards to receiving vacation pay. However, should the employees wish to change their vacation pay method, employees must make an election, in writing by June 15th. This election may be made once per vacation year for the next vacation year.

- 1) Vacation pay will be paid out to each employee and included in their weekly earnings. Employees may use a separate bank account to deposit this vacation pay. Vacation pay in this method will include all hours worked.
- 2) When Employees take their approved vacation days, they will receive their regular weekly pay, which represents their vacation pay. In any event all vacation pay will be made by December 15. This method does not include vacation pay for overtime hours.

ARTICLE 16- BENEFIT PLANS

16.01 Subject to being superseded by Government Plans, it is agreed that the Company's Plans for Sickness and Disability, Group Insurance and Pension Plan, shall continue in effect for the duration of this Agreement in accordance with the provisions contained in these plans.

16.02 The Company agrees to pay the cost of the required Alberta Health Care premiums for the duration of this collective Agreement.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 An employee who is absent from work on jury duty or as a subpoenaed witness in a court of law in the Province of Alberta will be paid his/her regular hourly rate for the hours which he/she would have been regularly scheduled to work during such absence less the amount he/she received for jury service or witness pay. If released from jury or witness service during the first half of the work day, he/she must return to work

promptly to be entitled to pay for the unworked hours that day.

- 17.02
- (a) An employee will be granted a leave of absence with pay at his/her regular hourly rate for a period of up to five (5) working days when absence is necessary due to death of a spouse and/or children.
 - (b) An employee will be granted a leave of absence with pay at his/her regular hourly rate for a period of up to three (3) working days when absence is necessary due to death of brother, sister, mother, mother-in-law, father, father-in-law, grandchild. If travel is required in excess of 300 Kilometres (one-way) in order to attend the funeral (supported by appropriate documentation such as hotel/gas station receipt, plane ticket, newspaper clipping, etc.), an employee shall be entitled to an additional two (2) days paid leave. The total of five (5) days referred to herein will be consecutive calendar days from the first day of absence and only those days that are normally scheduled working days will be eligible for payment during the five calendar day period.
 - (c) An absence of one (1) working day with pay at regular hourly rate will be granted for purposes of attending the funeral of a grandfather, grandfather-in-law, grandmother, grandmother-in-law.
 - (d) An absence of three (3) working days with pay at regular hourly rate will be granted for purposes of attending the funeral of a brother-in-law and sister-in-law.

17.03 A leave of absence without pay but with maintenance and accumulation of seniority shall be granted to employees for the purpose of attending union authorized educational courses, conventions and conferences. Such leaves shall not exceed an aggregate of twenty (20) work days per calendar year except by mutual agreement between the Company and the Union. Employees requesting such leaves will give the Service Centre Manager one week prior notification and the granting of such requests will be subject to consideration of operational requirements. Not more than three (3) employees will be on such leave at any one time.

17.04 A paternity leave of absence with pay at regular hourly rate for a period of one (1) working day will be granted to an employee for purposes of attending the birth of his child or on the baby's release from hospital.

ARTICLE 18 – SAFETY

18.01 The Company will comply with all Governmental Safety and Sanitary Laws applicable to the Company. Suitable washrooms and lockers shall be maintained and kept in a clean and sanitary condition.

18.02 Adequate safety devices shall be provided by the Company and when such devices are furnished, it shall be mandatory for employees to use them.

18.03 The Company agrees to pay a boot allowance of \$250.00 each year towards the cost of safety boots and/or safety boot repair for all eligible employees. This payment shall be made in February of each year. For all new employees, this payment will be made following completion of the probationary period and this will represent the payment for the year.

18.04 The Company will disclose information on any dangerous chemicals or hazardous compounds by making available to employees information contained in the Tank Car cleaning manual.

18.05 A Safety Committee will be established consisting of two employees appointed by the Union and two employees appointed by the Company who shall act as an advisory body to the Company. Rules and procedures for the Committee's activities shall be stipulated by the Service Centre Manager.

18.06 Approved prescription safety glasses for work use will be provided on the established basis at Company cost to those employees who require such glasses.

ARTICLE 19 - TRANSPORTATION AND TRAVEL ALLOWANCE

19.01 If an employee is required to report to the Edmonton Repair Shop before travelling to another work site using his/her own vehicle he/she will be compensated for such use at 25¢ per kilometre, based on the known kilometre distance from the Edmonton Repair location to the work site.

ARTICLE 20 - VISION CARE PLAN

20.01 The Company will provide a vision care plan (prescription eye glass purchase plan) for an employee and his/her dependent family members (dependents shall be those family members who qualify for coverage under the major medical benefit as described in the Benefit Plan Summary description) following three months of continuous service. Payment towards the cost of prescription eye glasses and/or prescription contact lenses shall be two hundred and fifty dollars (\$250.00), effective February 1, 2020 on presentation of a receipt for purchase made during any rolling twenty-four (24) months.

Vision Care Plan coverage also includes laser eye surgery.

ARTICLE 21 - CONCLUSIVENESS

21.01 The signing of this agreement disposes of all issues subject to collective bargaining between the parties at this time for the duration of this Agreement, and this Agreement shall nullify any previous Agreements, either verbal or written, which have existed prior to this Agreement.

ARTICLE 22 - SEPARABILITY

22.01 If any part of this Agreement shall become invalid due to any existing laws or any changes in existing laws covering such matter, such invalidation shall not affect any other part of this Agreement.

ARTICLE 23 - DURATION

23.01 This agreement shall remain in effect up to and including January 31, 2023, and thereafter from year to year until either party gives written notice to the other in accordance with statutory requirements of its desire to arrange a new Agreement. Following the giving of such notice, the parties will meet with a view to signing a new Agreement.

Signed this 9th day of September, 2020

For the Company

Original Signed

Craig Rioux

Original Signed

Ron Christenson

Original Signed

Rena Pritzker

Original Signed

Robert Wyton

Original Signed

For the Union

Original Signed

Michelle Barsness

Original Signed

Tyler Ghag Singh

Original Signed

Stephen Schiedel

Original Signed

Barry Kennedy

Ankur Patel

Original Signed

Maria Freitas

LETTER OF UNDERSTANDING

Revised February 1, 2020

UNIFOR, Local 21A

Attention: President, Procor Unit

Dear Sir:

During the process of our negotiations in 2000, the parties reached an understanding as to the intent of certain matters that did not lend themselves to being included in the collective Agreement or other relevant documents. These matters are as follows:

- (1) Vacation Entitlement - It was agreed that employees who complete the incremental years of service that qualify them for additional vacation entitlement between July 1 and December 31 will be entitled to the applicable weeks of vacation entitlement as if service had been completed by June 30th of that year as provided for in Article 15.
- (2) Grievance Committee - It was agreed that the Company would recognize up to four grievance committeeperson/member if one of the committeeperson/member selected was one of the three recognized negotiating committeeperson/member and one was on a permanent off-shift (afternoons or nights). It was also agreed that only two of the four grievance committeeperson/member would actively participate in any particular grievance as provided for in Article 11.
- (3) Grievance Procedure - It was agreed that the grievor may be present at Step 2 of the grievance procedure if requested by the grievance committee or the Company.
- (4) The company will supply suitable winter clothing for the regular switch crew. This winter clothing will be replaced on an exchange basis as required.

Employees who enter a switching position during the winter months on a temporary basis, will be provided with winter clothing on a return basis.

- (5) An overtime records system will be installed whereby overtime worked by each employee during the year can be reviewed with the Shop Superintendent.
- (6) The Company will have the option to have a shutdown during the summer months. Employees who are not required to work the shutdown will have the option of taking vacation, if so entitled, or to be temporarily laid off. Where it is necessary for the Company to schedule employees to work during the shutdown, the Company will attempt to provide employment for those employees who elect not to take vacation. The Company's decision in selecting employees to work the shutdown shall be made consistent with the employee's knowledge of the work to be performed, the employee's normal rate of pay relative to the nature of the work to be performed and the employee's ability to work with minimal supervision as demonstrated by his/her employment record. In any event, certain employees will be essential to the maintenance effort and will be required to work during the shutdown period. These particular employees who are required to be at work shall be given first preference in scheduling time off outside of the shutdown.
- (7) Foremen shall not perform bargaining unit work except for the purpose of instruction, in the case of an emergency and where work is to be performed outside of the Edmonton Service Centre. Where there will be a maximum of one foreman on the site who will not perform bargaining employee work when there are eight or more bargaining employees.
- (8) During the process of our negotiations it was agreed that Employees will be considered for suitable training opportunities to upgrade skills consistent with operational requirements using the following criteria for selection purposes:
 - a) Efficiency, knowledge, ability and seniority.
 - b) Where efficiency, knowledge and ability are relatively equal, then seniority will govern.
 - c) The degree to which new training will complement or advance training already completed will also be taken into consideration.

- d) The amount of previous experience and/or formal education that demonstrates a record of success will also be taken into consideration.
 - e) Any trainee that assumes all of the responsibilities and duties of a higher (or lower) classification will be paid the rate of the classification.
 - f) Any training courses outside the plant approved by the Company to complete the required training will be paid for by the Company upon successful completion of the course (or subject to reimbursement if prepaid and the course is not successfully completed). An employee who is accepted for training will be required to enter into an agreement with the Company that when trained he/she will accept the position for which he/she was trained at the applicable rate when it becomes vacant, and perform the duties within the position to the best of his/her ability. An employee who accepts a lower paying position will not have the right to bid on a vacancy in his/her former position for a period of one year from the date of entering the lower paying position unless he/she is exercising a bumping right as the result of layoff.
- (9) Those employees who at the time a paid holiday falls are scheduled on a 10 hour shift shall receive 10 hours pay for the holiday.
- (10) It is agreed that pre-employment physical/medical examinations shall be paid for by the Company.
- (11) It is the Company's intent that the disciplinary procedure of the Company shall be conducted in a fair and consistent manner. Any disciplinary suspension will commence no later than twelve (12) working days following notification to the employee by the Company that a disciplinary suspension will be imposed.
- (12) The Company agrees to give equal consideration to those employees who express an interest in writing in performing off-plant site assignments providing they meet the qualifications of the said assignments.
- (13) The Company will pay a lump sum amount equal to \$100.00 times the number of weeks of training (typically \$600.00 or \$800.00) to employees going off work to take an approved apprenticeship course prior to leaving. This practice will continue if it is not a negative offset to E.I. benefits.

- (14) In W.C.B. cases that are not under dispute, the Company will undertake to advance funds upon request equivalent to W.C.B. benefits if the employee will experience delay in receiving his/her first benefit cheque beyond the date he/she would expect to receive a pay cheque from the Company.
- (15) Welders qualified to work on aluminum will be paid an additional 60 cents per hour while actually welding on aluminum if such assignment is for one shift or more. Payment will be made for all hours so worked.
- (16) The Company will arrange to inspect the ventilation equipment to ensure it is in proper working order. The Company will assess the conditions when all equipment is in proper working order. If appropriate, further steps will be taken in consultation with the Health and Safety Committee.
- (17) An employee whose approved vacation is cancelled by the Company within 30 days of the scheduled vacation shall have his/her actual out-of-pocket costs reimbursed by the Company upon presentation of documents that verify the costs incurred. The employee must report the costs that he/she anticipates will be incurred at the time the Company makes its request in order for this payment provision to apply. Also, the employee is expected to take the necessary steps to minimize his/her loss without delay.
- (18) The word ability, where used in the contract, shall mean:

Knowledge and skill that meets the requirements of the job in a competent and productive manner.
- (19) The Company will have insulated coveralls available in three sizes to be issued to those employees who report for work and who are unexpectedly required to work outside.
- (20) The Company and Union agree that employees covered by certificate number 31 - 2014 will perform MPI/LPI inspection work and fill out and sign test certificates as required to perform their job functions.
- (21) When an employee is assigned to work in the Maintenance Department for more than 10 continuous working days, a premium of 40 cents per hour will be paid for hours so worked if regular rate plus premium does not exceed the "A" Classification.
- (22) Winter work jackets will be provided to all employees. Winter work jackets will be replaced on a return basis when they are soiled or damaged beyond repair.

(23) Overtime Policy:

- (1) Employees will be chosen to work by order of seniority within the department.
- (2) When an employee is asked to work overtime and elects not to his/her name will go to the bottom of the seniority list.
- (3) Some employees may get asked to work overtime even though it is not their turn on the seniority list if they are working on special project cars such as R.R.D.
- (4) Any employee working overtime must work at least 35 hours in that work week unless a sufficient number of employees who have worked 35 hours or more do not meet the requirements of the overtime work.
- (5) If an employee is scheduled to work overtime and does not show up for that shift, his/her name will be skipped over the next time that he/she qualifies for overtime.
- (6) Management will try as much as possible to even out the overtime by the end of the year.
- (7) Supervisor is to sign the labour ticket.

(24) When the Company arranges a meeting with an employee where more than one Company representative will be participating in such meeting, the employee may choose to have one Union representative as an observer present at the meeting.

(25) Leadhands will not be expected to perform the duties of foremen or inspectors except as indicated in Article 7.06.

(26) The Company offers a voluntary, confidential information and advisory service to the employee to assist in personal and work related problems. This confidential service provided by a third party can be arranged by calling the EAP provider, Shepell-fgi at 1-800-387-4765, or by going online to <http://workhealthlife.com>.

(27) If the employee is a Car II or Car I, in the Main Shop, and accepts an Apprenticeship, the employee will retain their current rate of pay.

For the Company

For the Union