

THIS AGREEMENT entered into this 6<sup>th</sup> day of August, 2020.

**AGRIFOODS AGREEMENT**

BETWEEN:

AGRIFOODS INTERNATIONAL COOPERATIVE LTD.  
124 – 10506 Fulton Drive  
Acheson, AB T7X 6A1  
(hereinafter referred to as the “Employer”)

AND:

MISCELLANEOUS EMPLOYEES,  
TEAMSTERS LOCAL UNION NO. 987 OF ALBERTA  
Of the City of Calgary  
Province of Alberta  
(hereinafter referred to as the “Union”)

OF THE SECOND PART

WITNESSETH THAT the Parties hereto agree as follows:

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## **ARTICLE NO. 1 - INTENT AND PURPOSE**

**1.01** It is the intent and purpose of this Agreement that the Company and the Union co-operate to obtain an efficient and unrestricted production and distribution of dairy products, to maintain a harmonious relationship between the Company and its employees, and to provide a method of settling in an amicable manner any differences or grievance that may from time to time arise, and to set forth rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

## **ARTICLE NO. 2 - EMPLOYEES INCLUDED**

**2.01** The provisions of this Agreement shall apply to all employees of the Company who belong to the craft or crafts included in the Union, and without limiting the generality of the foregoing shall exclude specifically, management and office staff.

**2.02** Gender: Use of the term he, him, or his throughout this Agreement will be considered to also mean she, her or hers.

## **ARTICLE NO. 3 - UNION SECURITY**

**3.01** The Union shall supply the Company with application forms for Union membership and dues deductions that shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union and shall serve as notification of commencement of employment. The Union shall supply the Company with application forms for pension benefits, these forms shall be signed on the day on which the new employee is hired. All completed copies are to be sent to the Union Office.

**3.02** Upon written request of an employee, the Company will, in accordance with the tenor of the request, deduct the employees Initiation Fee and monthly Union dues, remitting same, together with a list of the employees from whom the deductions have been made, to the Secretary-Treasurer of the Union, without delay.

## **ARTICLE NO. 4 - BARGAIN WITH AND RATIFICATION**

**4.01** Pursuant to the certification as issued by the Canadian Labour Relations Board, the Company recognizes the Union as the sole Bargaining Agent for the employees of the Company covered by this Agreement, and will bargain only with the Union, and duly appointed representatives thereof, on behalf of the employees of the Company.

**4.02** This Agreement will be ratified by Union members, employees, whose decision will be final, and neither Union members employed by other companies, nor non-Union employees employed by the Company, shall have any voice in ratifying this Agreement, or amendments thereto that may be made in the future.

## **ARTICLE NO. 5 - HOURS OF WORK**

- 5.01** A pay period is defined as a fourteen (14) consecutive day period that commences at 24:00 hours Saturday.
- 5.02** Scheduled days of the week and hours per day will be determined by the Company, based on operational, business needs and Federal legislation.
- 5.03** a) Overtime at one and one half (1 ½) the regular rate shall be paid for all hours worked in excess of the regular scheduled hours per day or per work cycle.
- b) No overtime shall be paid if an employee works less than fifteen (15) minutes after his regular shift. If he works over fifteen (15) minutes, overtime will commence with the first fifteen (15) minutes.
- 5.04** In the event any changes are to take place in the employee's days of rest, forty-eight (48) hours notice shall be given to the employees affected by the change (not applicable in cases of emergency, i.e. fire, flood or act of God).
- 5.05** a) The Company agrees that an accurate record of hours of work and kilometers (over-the-road drivers) shall be kept for all employees covered by this Agreement, and no employee shall record or be asked to record times other than their actual hours of work. All time/kilometer cards shall be signed by the employee, and by the Supervisor in charge, and all employees shall be paid in accordance with the time cards.
- b) Such time and kilometer cards shall be made available to the Union for inspection on request.
- 5.06** Employees called in for work on their days of rest shall be guaranteed a minimum of four (4) hours at one and one-half (1 ½) times the employee's rate of pay.
- 5.07** a) Bulk drivers whose shifts commence after 6:00 pm and prior to 12:00 midnight, shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked. For Bulk Drivers whose shifts commence prior to 6:00 pm, shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked after 6:00 pm.
- b) Bulk drivers whose shift is both Farm Pick Up and performed utilizing a "Super B" trailer, shall receive a Super B Premium of one dollar and twenty-five (\$1.25) per hour for all hours worked as such.
- 5.08** Employees that work overtime shall have option of banking their overtime hours at the overtime rate to a maximum of one hundred (100) hours per year. Banked overtime shall be paid out as hours worked.
- 5.09** a) For ten (10) hour shifts, any employee required to work in excess of two (2) hours of their regular scheduled shift shall be provided a meal allowance of fifteen dollars (\$15.00). Any employee who is Required to commence work one (1) hour or more prior to their scheduled start time shall be provided a meal allowance of ten dollars (\$10.00).

- b) Employees required to lay over or employees scheduled for the twelve and one half (12.5) hour shift shall be provided a meal allowance of (\$15.00) provided they work overtime beyond their regular shift in accordance with Articles 5.03 (b).
- 5.10**
- a) Overtime shall be granted on a seniority basis. When overtime becomes necessary the employer will contact all available people from the monthly overtime availability list. Giving them the option to call in if they are interested. The work will be assigned to the most senior qualified person that returns the call within the allotted time.
  - b) All hours worked with Agrifoods must be logged and reported daily and the company shall not assign overtime to an employee that will cause the employee to exceed Hours of Service regulations.
  - c) Drivers must indicate their desire to work overtime by placing their name on the overtime availability form provided by the Company on a monthly basis.
  - d) Drivers who are on vacation, or who have taken banked time off, do not qualify to claim any overtime for the entire duration of their absence, except in a case of last resort.

**ARTICLE NO. 6 - JOB CLASSIFICATIONS AND WAGE RATES**

- 6.01** Attached hereto and forming part of this Agreement is Appendix AA, setting forth the wage rates and classifications of all employees covered by this Agreement.

**ARTICLE NO. 7 - ANNUAL VACATIONS**

- 7.01** Annual vacations with pay shall be granted to all employees covered by this Agreement, on the following basis:

After 1 year of continuous service - 2 weeks (4%)  
 After 4 years of continuous service - 3 weeks (6%)  
 After 11 years of continuous service - 4 weeks (8%)  
 After 16 years of continuous service - 5 weeks (10%)

- 7.02** Vacation pay for hourly employees will be based on the employee's regular hourly rate times the normal scheduled hours for the week in which the vacation is taken not including overtime. Vacation relief and part-time employees are not entitled to vacations, but will receive vacation pay equal to 4% of their regular earnings.

- 7.03** a) Vacation will be scheduled on a calendar basis from January 1<sup>st</sup> to December 31<sup>st</sup>. Each employee shall take their vacation during the calendar year in which they are entitled to it.

- 7.04** a) Those employees with less than one (1) year, are entitled to one (1) day for each twenty-three (23) days actually worked (vacation time not to exceed eighty (80) hours).

- b) Commencing in the calendar year during which the employees second anniversary falls, vacation may be scheduled throughout the calendar year subject to Clause 7:05a.
- c) In the calendar year during which the employee's 4<sup>th</sup>, 11<sup>th</sup> and 16<sup>th</sup> anniversary falls, the employee qualifies for the additional entitlement and it may be scheduled throughout the calendar year.

- 7.05** a) Employees shall choose their vacation dates in order of seniority based on department/unit guidelines starting October 1<sup>st</sup> with vacation selections completed by December 31<sup>st</sup> each year. The senior employee will choose his vacation date first, and should he decide, in accordance with the selection procedure herein contained, to split his vacation into two periods he shall not make his second selection until all other employees on the schedule have made their first selection.

No employee, on his first selection, may take more than two (2) continuous weeks vacation during the months of June to September inclusive; unless they are entitled to five (5) weeks vacation, in which case they may schedule three (3) weeks. The next senior employee will follow the same procedure and so on down the schedule until all employees have made their selections.

- b) An employee may take his entire vacation in one continuous period during the months of October to May, provided operations are not impaired and subject to management approval.
- c) Seniority shall only apply if employees sign up for vacation prior to April 1<sup>st</sup>. Thereafter vacation will be granted on an as available basis.

- 7.06** In the event an employee resigns or is terminated, vacation pay will be determined as follows:

If the resignation occurs prior to the anniversary date for the current calendar year, vacation pay will be calculated at 2% of regular earnings for each week of entitlement from the last anniversary date to the date of termination less any vacation actually taken during the current calendar year. Any vacation overpayment will be deducted from final earnings.

If the resignation occurs after the anniversary date for the current calendar year, vacation pay will be calculated at 2% of regular earnings for each week of entitlement from the anniversary date to the date of termination plus any vacation entitlement not taken in the current calendar year.

**ARTICLE NO. 8 - PAID HOLIDAYS**

- 8.01** Employees currently on payroll for more than thirty (30) calendar days shall be entitled to recognized general holidays with pay equal to their regular hourly rate for their scheduled hours of work.

In order to qualify for holiday pay, employees must work the last scheduled shift prior to the holiday and the first scheduled shift after the holiday and the holiday, if scheduled; unless absent due to illness verified by a doctor's certificate. employees who are scheduled to work the holiday and do not, due to a verified illness, will receive the holiday pay but do not qualify for the sick benefit.

**8.02** The following general holidays are recognized:

New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other General Holiday proclaimed by provincial or federal legislation.

**8.03** All general holidays are recognized for pay purposes on the actual day on which they fall. Canada Day is the only holiday with an exception (i.e. It is recognized on July 1<sup>st</sup> except when it falls on Sunday, in which case Monday, July 2<sup>nd</sup> becomes the holiday).

**8.04** Employees who are required to work on a general holiday shall be paid at the rate of time and one half (1 ½) their regular rate of pay for all hours worked on that day in addition to their regular days pay for the general holiday.

**8.05** Employees who are on a day of rest and are required to work the general holiday shall be paid at the rate of double time, the employees' regular rate of pay for all hours worked in that day in addition to their regular day's pay for the general holiday.

## **ARTICLE NO. 9 - SENIORITY**

**9.01** Seniority shall be based on the length of continuous service an employee has been on the payroll of the Terminal Transport Division.

**9.02** The Company agrees to lay off because of lack of work, in accordance with seniority, subject to merit and ability. The Company agrees to rehire on a seniority basis, employees who have been laid off for a period not exceeding nine (9) consecutive months, providing the employee is capable of performing the duties of the vacancy, with seniority from the first day of employment with the Company, prior to being laid off.

Employees directly concerned shall be given first consideration in the filling of vacancies and promotions. In consideration of applicants, seniority will prevail provided that merit, ability and qualifications, as determined by the Company, are relatively equal.

When vacancies or promotions occur in the classifications outlined in Appendix AA, same shall be posted on the Bulletin Board for five (5) full working days. employees shall have the right to make written application for the vacancy or promotion within (5) working days of the posting. The posting will be awarded to the successful applicant within one (1) week of the posting. All job postings shall contain an adequate description of the job. Any subsequent vacancy may be filled as determined by the Company.

Upon filling the vacancy, the successful candidate will have twenty (20) working days to determine if the new position is suitable to them, otherwise they will be permitted to return to their former position. The Company shall also have the right to return such employee to his former job within twenty (20) working days if he is found incapable of satisfactorily performing the duties of the job vacancy.

The vacated position may be filled by a temporary employee during this trial period. Should the original applicant be returned, the job will not be reposted but will be filled by the second most qualified candidate on the original posting.

- 9.03** A list showing the seniority and occupation of each employee, based on the length of service an employee has been on the payroll, shall be compiled and kept posted on the Bulletin Boards. This list shall be revised on the first January and the first of July each year. Any errors shall be reported to the Chairman of the Shop Stewards for correction.
- 9.04** A probationary period of ninety (90) days on the payroll shall apply in the case of each new employee, during which time seniority shall not apply, and an employee may be laid off without reference to seniority, and the Company shall not be obliged to re-hire such an employee.
- 9.05** Any employee who bids on any posted vacancy and is successful shall not bid on any other vacancy for a period of one (1) year, unless it is of a higher wage classification.
- 9.06** Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to re-hire when an employee:
- a) Voluntarily leaves the Company;
  - b) Is discharged for just cause, and such discharge is not reversed;
  - c) Is absent from work for a period of four (4) consecutive work days or longer without reporting to the Company at that time the reason for such absence unless there is a good and valid reason the employee was unable to contact the Company.

## **ARTICLE NO. 10 - PART-TIME EMPLOYEES**

- 10.01** The Company may employ part-time employees under the following conditions:
- a) To supplement the regular work force, to provide additional help on an incidental basis to cover work periods and other such time to cover an absent employee.
  - b) Part-time shall not be employed or scheduled to the extent that their work results in the displacement or prevents the hiring or recall of full-time employees.
  - c) A part-time employee employed under the conditions set out in Clauses 1 and 2 above shall not be guaranteed a minimum number of hours per week.
  - d) Part-time employees will be paid the wage rate as set out in Appendix AA of this Agreement which is appropriate for the job classification they are working.



- e) Senior part-time employees shall be given first opportunity to qualify as regular employees and be placed at the bottom of the seniority list if they meet all qualifications. Time worked as part-time will be credited toward normal probationary period.
- f) Effective the first day of the month following 1080 hours worked in a continuous twelve (12) month period part-time employees shall be entitled to applicable Health & Welfare Benefits as presently provided by the Company.

Employees on recall or part-time will be eligible for applicable Company benefits (medical, dental and extended health) provided they work a minimum of 50% of regular working hours in the previous work cycle (reviewed quarterly). Where the employee does not qualify for benefits under this provision he has the option of pre-paying these benefits.

**ARTICLE NO. 11 - GRIEVANCES**

**11.01** Should any alleged grievance arise as to the interpretation and application of the provisions of this Agreement, such grievance shall be processed within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred, in the following manner and sequence:

**FIRST STEP** Between the aggrieved employee, with or without the Shop Steward, and his Supervisor. The decision of the Supervisor shall be given within three (3) working days following presentation of the grievance. Failing settlement, then,

**SECOND STEP** Within (3) working days following the decision under the first step, a meeting will be held between the Shop Steward and the Branch Manager. The decision of the Branch Manager shall be given within three (3) working days of such meeting. Failing settlement, then,

**THIRD STEP** Within three (3) working days following the decision under the Second Step, a meeting will be held between the Union Grievance Committee and a Committee designated by the Company. A staff representative of the Union will be present at the request of either the Company or the Union. A decision under this step will be given within five (5) working days following such meeting. The grievance will be presented in writing at this step by the grieving party. Failing settlement, then,

If the grievance remains unsettled, then within ten (10) working days of the date of the decision, under the third step, the grievance shall be referred to a Board of Arbitration as provided herein.

**11.02** The term working days for purposes of this Article shall not be deemed to include Saturdays, Sundays and Paid Holidays.

- 11.03** If the Company wishes to grieve to the Union against any action of the Union, its Officers or Members, the foregoing procedure may be followed commencing with the second step.
- 11.04** Shop Stewards, the number to be agreed upon between local Management and the Union, all of whom shall be employees of the Bargaining Unit defined herein, who have attained seniority, shall be elected by the Union and recognized by the Company. The Union will advise the Company in writing of the names of such Stewards.
- 11.05** The Union will elect and the Company agrees to recognize a Grievance Committee, the number to be agreed upon between local Management and the Union, whom shall be employees of the bargaining unit defined herein, who have attained seniority. A list of Grievance Committee members shall be furnished to the Company.
- 11.06** Grievance meetings with the Grievance Committee shall be conducted at times suitable to the operation of the business, by arrangement between Company Management and Chief Shop Steward. The Company will pay members of the Grievance Committee at their regular rates for time spent at meetings of the Grievance Committee with Management representatives during regular working hours.

If an employee, who has completed the probationary period, has an alleged grievance that he has been unjustly discharged, he shall notify the Company through the Grievance Committee within three (3) working days after date of separation stating the reason of objection to the discharge and the grievance will be considered commencing with the second step of Section 1 of this Article.

- 11.07** Should any grievance arise directly between the Company and the Union as to the interpretation and application of the provisions of this Agreement, the grievance shall be taken up commencing at the second step of Section 1 of this Article.
- 11.08** Pending settlement of any grievance, the aggrieved employee shall perform the duties assigned to him.
- 11.09** Before leaving his job, a Shop Steward or member of the Grievance Committee must first obtain permission from the Supervisor.

- a)** If the Union and the Company cannot reach a settlement, following the third step of the Grievance Procedure, and upon request of either party, the grievance shall be submitted to the Board of Arbitration composed of three (3) members. The Company and the Union shall each select one (1) member, and the third member within seven (7) days shall be selected by mutual agreement of the two (2) members first selected. The third member shall be impartial and possess knowledge of Labour Management relations. The third member shall act as Chairman of the Board.

If agreement cannot be reached within (7) days, in respect to the appointment of the Chairman of the Board of Arbitration, the matter shall be referred to the Minister of Labour of the Province of Alberta, who shall appoint a Chairman. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

- b) The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.
- c) The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of the contract. All grievances submitted shall present an arbitrable issued under this contract, and shall not depend on, or involve, an issue of contention by either party which is contrary to any provisions of this Contract, or that involves the determination of a subject matter not covered by or arising during the term of this Contract.
- d) The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties. A decision of majority of the Board of Arbitration shall be deemed to be a decision of the Board.
- e) The expense of the Chairman shall be borne equally by the parties of the Arbitration.

## **ARTICLE NO. 12 - MUTUAL INTEREST**

- 12.01**
- a) The Union agrees that it will further the interests of the Company at all times to the limit of its ability.
  - b) It is further agreed by the Employer and the Union that no employee will be asked to make any written or verbal agreement conflicting with this Agreement. No employee shall make any written or verbal agreement with the Employer or the Union conflicting with this Agreement.
  - c) It is mutually agreed that no employee shall suffer any loss of pay or other conditions of employment hitherto enjoyed due to the signing of this Agreement.
  - d) In the event of any change to a job requirement relative to a current classification, the employee shall be retained and retrained, provided the employee is willing and capable of acquiring the new skills required, in a reasonable period of time.
  - e) The Company will pay the cost of required medicals for drivers to maintain their Driver's license requirements.

### **12.02 Bereavement Leave**

That application for bereavement leave of absence must be made to the Department head and approved by the Manager. In the event of the death of a member of a regular employee's immediate family, the Company will grant a bereavement leave of up to three (3) days, with pay, if the employee is scheduled to work. An additional leave of absence without pay may be granted based on individual circumstances.

Immediate family shall mean spouse, common-law spouse, parents, child, grandchild, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, aunt and uncle.

**12.03 a) Safety Footwear**

The employer shall supply each driver, who has completed their probationary period, a boot allowance of up to two hundred dollars (\$200.00) per year for the purpose of purchasing a CSA approved work boot. The employer shall establish an account at a supplier of their choice. Each driver will have the option of purchasing their own footwear and will be reimbursed upon presentation of their receipt to a maximum of two hundred dollars (\$200.00), they may opt to receive two hundred dollars (\$200.00), taxable income, on February 1<sup>st</sup> of each year or they may purchase at the preferred supplier.

**b) Uniforms - Driver Personnel**

As a condition of employment, personnel shall wear only Company approved uniforms in the performance of their duties, which shall be maintained in a clean and presentable condition at all times. employees that have successfully completed the ninety (90) day probationary period shall be provided with a Company uniform consisting initially of a jacket, four (4) shirts, three (3) pair of pants, a ball cap and an outer jacket, if required. Repairs covered if needed. Replacement items will be provided as required upon the return of worn out items. A purchase order for required items will be issued every two (2) years thereafter in the month of October closest to the two (2) year duration since the last purchase order was supplied.

**12.04 Severance Pay**

- a) A regular employee who is permanently laid off due to discontinuance of an operation or lack of work shall receive severance pay (exclusive of notice) on the basis of 1.0 weeks pay for each year of service, to a maximum of twenty (20) weeks.
- b) A regular employee in a department affected by permanent lay-offs who would not otherwise lose his employment may apply to voluntarily terminate and receive a separation allowance (exclusive of notice) of 1.0 weeks pay for each year of service.

The number of employees eligible for severance under this provision shall be determined by the Company each year.

- c) An employee accepting severance shall be considered terminated.

**12.05 Licenses**

The Company will pay the cost of the Bulk Milk Graders License and any necessary upgrades to maintain the license. If training must occur during an employee's scheduled shift, they will not suffer any loss of pay.

### **ARTICLE NO. 13 - MANAGEMENT CONTROL**

**13.01** Responsibility for planning, directing and controlling the business of the Company shall rest exclusively with the Management.

### **ARTICLE NO. 14 - CONTINUITY OF WORK**

**14.01** There shall be no cessation of work, or slow-down of any kind by the employees, or lockout by the Company during the time this Agreement is in force, or in the process of being renewed or amended.

**14.02** No employees shall be required to cross any legal picket line.

### **ARTICLE NO. 15 - DURATION, TERMINATION AND AMENDMENTS**

**15.01** This Agreement shall be in full force and effect as of the 1<sup>st</sup> day of August, 2020 and continue in full force and effect through the 31<sup>st</sup> day of July, 2024 and from year to year thereafter, except as hereinafter provided.

**15.02** Either party may terminate this Agreement on any anniversary date by notice in writing to the other party, not less than (60) days prior to such anniversary date.

**15.03** 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 thereof to the other party, not less than ninety (90) days before the 31<sup>st</sup> day of July, 2024 and negotiations on such amendments shall be commenced within twenty (20) days of the receipt of said notice.

**APPENDIX AA**  
**Re: Wages and Classification**

	Aug 4/20	Aug 2021	Aug 2022	Aug 2023
	(1.25%)	TBA	TBA	TBA
<b>DRIVERS</b>				
After three (3) months	\$29.35			
0 – 3 months	\$26.43			

\*Paid based on actual hours worked.

The Company and the Union agree to enter into wage only negotiations for August 1<sup>st</sup>, 2021, August 1<sup>st</sup>, 2022, and August 1<sup>st</sup>, 2023. Said wages to be based on the milk board’s route-based formula in effect at that time.

A Leadhand is recognized as a non-supervisory appointment. A Leadhand premium of two dollars and twenty-five cents (\$2.25) per hour will be paid over the posted regular rate in recognition of additional responsibilities to take direction from the Route Foremen (train, relieve, related administration) and oversee the activities of a specific work group.

**Pension Plan**

Contribution to the Teamster Pension Plan shall be as follows:

Effective 1<sup>st</sup> pay period after the Date of Ratification the Company agrees to contribute 9% of total hours worked or paid based on regular rates of pay to the Teamster Pension Plan.

Effective August 1<sup>st</sup>, 2015 the Company agrees to contribute 10% of total hours worked or paid based on regular rates of pay to the Teamster Pension Plan.

Contributions to the Pension Plan are based on hours worked (including vacation pay and paid holiday pay but not including overtime). The maximum hours will be two hundred (200) per month. Contributions will start on the day an employee begins work for the Company.

Contributions shall include Vacations and Paid Holidays.

It is agreed that the Teamsters Pension Plan as administered by Miscellaneous employees, Teamsters Local Union 987 of Alberta, Province of Alberta will be amended to provide the following:

- 1.) The Union is to provide Agrifoods with new trustee agreement for information purposes.
- 2.) There will be no contributions by the Company to the Pension Plan for hours worked by student employees.

**Short-term Disability**

Company shall pay the premiums for short-term disability effective July 1<sup>st</sup>, 2001. As of June 1<sup>st</sup>, 2007, short term disability will be 66 2/3% of the employee’s regular earnings

## Medical Benefits

The Company will provide vision care up to three hundred (\$300.00) dollars every twenty-four (24) months inclusive of laser eye surgery which is double the vision care benefit once per lifetime and one hundred (\$100.00) dollars for eye examinations every twenty-four (24) months.

The Company agrees the insurance provider maintains coverage at the Alberta dental insurance fee guidelines.

The Company agrees to add Orthodontics up to a maximum of two thousand (\$2000.00) dollars lifetime per person.

**LETTER OF UNDERSTANDING #1**

**Re: Hours of Work as Related to Fringe Benefits**

It is hereby agreed that in the case of Bulk Tank Drivers only, for the purpose of determining Union Pension Plan contributions, sick pay, sickness and accident plan contributions, paid holiday pay, vacations and other similar terms the basic pay will be considered to be fifty (50) hour work week.

An employee who completes a calendar year of work shall be eligible to receive a payout of 66 2/3% of his accrued sick leave provided they receive no disciplinary letter for attendance.



**LETTER OF UNDERSTANDING #2**

**Re: Hours of Work – Bulk Drivers**

In all cases the Company will maintain routes with a minimum average of forty (40) hours of work per week over each pay period or work cycle (e.g. 3 weeks).

However, Drivers will be paid for actual time worked.

Wherever possible the Company will endeavor to schedule an average of fifty (50) hours of work per week.

All considerations for shifts over ten (10) hours shall be discussed and mutually agreed to by the parties.

**LETTER OF UNDERSTANDING # 3**

**RE: Line Haul**

This letter sets forth the Agreement reached with regards to the Line haul runs.

It is agreed that the basic hours of work will be four (4), Twelve and a half (12.5) hour shifts per week on any line haul run over 800km round trip.

Signed at Calgary, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Signed on behalf of:  
Agrifoods International Cooperative Ltd.**

**Signed of behalf of:  
Miscellaneous Employees,  
Teamsters Local Union 987 of Alberta**

\_\_\_\_\_  
Corina Holba

\_\_\_\_\_  
Darin Melnechenko

\_\_\_\_\_  
Jaco Groenewald

\_\_\_\_\_  
Dave Holdstock

\_\_\_\_\_  
Joe Hiltz