

# LABOUR AGREEMENT

February 1, 2023 – January 31, 2026

Between



Imperial Dade Canada Inc.

6040 – 11 St NE  
Calgary, Alberta

(hereinafter referred to as the Company)

PARTY OF THE FIRST PART

AND



Unifor, Local 539

(hereinafter referred to as the Union)

PARTY OF THE SECOND PART

Table of Contents

**ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT..... 1**

**ARTICLE 2 - UNION RECOGNITION & SCOPE..... 1**

**ARTICLE 3 - CHECKOFF..... 2**

    3.01 DUES DEDUCTION AND REMITTANCE ..... 2

    3.02 DUES ON T4 SLIPS..... 2

    3.03 NEW EMPLOYEES ..... 2

**ARTICLE 4 - NO INTERRUPTIONS OF WORK..... 3**

**ARTICLE 5 - HOLIDAYS ..... 3**

    5.01 HOLIDAYS ..... 3

    5.02 GENERAL ..... 3

**ARTICLE 6 - HOURS OF WORK ..... 5**

    6.01 GENERAL ..... 5

    6.02 PERMIT FOR EXTENDED HOURS – INVENTORY PERIOD..... 6

    6.03 COMPRESSED WORK WEEK ..... 6

    6.04 STARTING AND STOPPING WORK ..... 8

**ARTICLE 7 - DEFINITIONS..... 8**

**ARTICLE 8 - UNIFORMS AND WORKPLACE CLOTHING..... 8**

**ARTICLE 9 - ALLOWANCE FOR FAILURE TO PROVIDE WORK..... 8**

**ARTICLE 10 - UNION RIGHTS ..... 9**

    10.01 SHOP STEWARDS ..... 9

    10.02 NOTIFICATION IN WRITING ..... 9

    10.03 UNION ACCESS TO WORKSITES ..... 9

    10.04 NO DISCRIMINATION DUE TO UNION ACTIVITY ..... 9

    10.05 SHOP STEWARDS DUTIES..... 10

    10.06 PRINTING THE COLLECTIVE AGREEMENTS..... 10

    10.07 ACCESS TO SHOP STEWARDS..... 10

    10.08 INFORMATION FOR THE UNION..... 10

    10.09 NEW EMPLOYEES ..... 11

    10.10 UNION LABEL..... 11

    10.11 SHIFT MEETING TIME ..... 11

    10.12 BULLETIN BOARD..... 11

    10.13 BREAK PERIODS ..... 12

    10.14 UNION HIRING PREFERENCE..... 12

**ARTICLE 11 - DISCIPLINARY ACTION..... 12**

    11.01 GENERAL ..... 12

    11.02 UNION REPRESENTATION ..... 12

    11.03 REMOVAL OF DISCIPLINE ..... 12

    11.04 TIME LIMIT FOR IMPOSITION OF DISCIPLINE ..... 13

    11.05 INSPECTION OF EMPLOYEE FILE ..... 13

**ARTICLE 12 - ADJUSTMENT OF COMPLAINTS..... 13**

12.01	PURPOSE OF GRIEVANCE PROCEDURE.....	13
12.02	DEFINITION OF A GRIEVANCE .....	13
12.03	TYPES OF GRIEVANCES .....	13
12.04	GRIEVANCE STEPS .....	14
12.05	GRIEVANCE FORMAT AND TIME FRAMES .....	14
12.06	SUSPENSION OR DISMISSAL GRIEVANCES.....	14
12.07	PAY FOR GRIEVANCE MEETINGS.....	14
12.08	MONETARY ADJUSTMENTS .....	14
<b>ARTICLE 13 - ARBITRATION .....</b>		<b>15</b>
13.01	REFERRAL TO ARBITRATION.....	15
13.02	ARBITRATOR GOVERNED BY AGREEMENT .....	15
13.03	BINDING DECISION .....	15
13.04	ARBITRATION EXPENSES .....	15
<b>ARTICLE 14 - SENIORITY .....</b>		<b>15</b>
14.01	PRINCIPLES OF SENIORITY.....	15
14.02	VACANT POSITIONS / EVALUATION PERIOD .....	15
14.03	PROBATIONARY PERIOD .....	16
14.04	NEW HIRE TRAINING .....	16
14.05	TEMPORARY ASSIGNMENTS .....	16
14.06	LAY-OFF AND RECALL .....	17
14.07	SENIORITY DATE ESTABLISHED.....	19
<b>ARTICLE 15 - JOB SECURITY .....</b>		<b>19</b>
<b>ARTICLE 16 - PERMANENT PLANT CLOSURE.....</b>		<b>20</b>
<b>ARTICLE 17 - VACATIONS .....</b>		<b>21</b>
17.01	GENERAL .....	21
17.02	VACATION RELIEF/CASUAL .....	24
<b>ARTICLE 18 - SAFETY .....</b>		<b>26</b>
18.01	GENERAL .....	26
18.02	JOINT HEALTH AND SAFETY COMMITTEE .....	26
18.03	RIGHT TO REFUSE IMMINENT DANGER .....	27
18.04	ACCIDENT AND INCIDENT INVESTIGATIONS .....	27
18.05	EDUCATION AND TRAINING.....	27
18.06	DISCLOSURE OF INFORMATION.....	28
18.07	RIGHT TO ACCOMPANY INSPECTORS .....	28
18.08	ACCESS TO THE WORKPLACE .....	28
18.09	NATIONAL DAY OF MOURNING.....	28
18.10	PROTECTIVE CLOTHING AND EQUIPMENT .....	28
18.11	LOCKOUT AND MACHINE GUARDING .....	28
18.12	FIRST AID ATTENDANTS .....	28
18.13	INJURED WORKER PROVISIONS.....	29
18.14	WORKING ALONE POLICY .....	29
18.15	CONFIDENTIALITY.....	29
18.16	DUTY TO ACCOMMODATE .....	29
18.17	EQUIPMENT AND WORKPLACE ENVIRONMENT STANDARDS.....	29

18.18	RESULTS OF ENVIRONMENT MONITORING TESTS.....	30
18.19	ERGONOMIC REQUIREMENTS.....	30
18.20	EMPLOYEE LUNCHROOMS AND WASHROOMS.....	30
18.21	SAFETY FOOTWEAR ALLOWANCE.....	30
18.22	WORK GLOVES.....	30
18.23	PAYMENT FOR DRIVER’S ABSTRACTS.....	30
<b>ARTICLE 19 - OVERTIME.....</b>		<b>31</b>
<b>ARTICLE 20 - MEAL HOUR.....</b>		<b>32</b>
<b>ARTICLE 21 - WELFARE PLAN.....</b>		<b>32</b>
<b>ARTICLE 22 - WAGES.....</b>		<b>32</b>
22.01	GENERAL.....	32
22.02	TEMPORARY WORK ASSIGNMENT.....	32
22.03	RATIFICATION SIGNING BONUS.....	33
22.04	DRIVER JOB CLASSIFICATIONS.....	33
22.05	WAGE SCHEDULE.....	34
<b>ARTICLE 23 - DRIVER TRAINING.....</b>		<b>35</b>
<b>ARTICLE 24 - LEAVE OF ABSENCE.....</b>		<b>36</b>
24.01	UNION LEAVE.....	36
24.02	COMPASSIONATE CARE LEAVE.....	37
24.03	BEREAVEMENT LEAVE.....	37
24.04	DOMESTIC VIOLENCE LEAVE.....	37
<b>ARTICLE 25 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT.....</b>		<b>38</b>
<b>EXHIBIT “A”- HEALTH AND WELFARE PLAN.....</b>		<b>40</b>
<b>ARTICLE 14 - SENIORITY – ADDENDUM #1.....</b>		<b>46</b>
<b>LETTER OF UNDERSTANDING # 1.....</b>		<b>47</b>
	WORKPLACE HARASSMENT POLICY.....	47
<b>LETTER OF UNDERSTANDING # 2.....</b>		<b>52</b>
	POSTED BACKUP POSITIONS.....	52

## **ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT**

THIS AGREEMENT entered into this 1st day of February, 2023

BETWEEN: Imperial Dade Canada Inc.  
(hereinafter referred to as the "Company")

AND: Unifor, Local 539, in the Province of Alberta  
(hereinafter referred to as the "Union")

WHEREAS it is the desire of the Company and the Union to enter into an Agreement governing the wages, hours of work, and working conditions of employees of the Company in the classifications listed in this agreement attached hereto and to prevent strikes, slowdowns, and lockouts, during the term of the Agreement.

WHEREAS: The general purpose of this Agreement is, in the mutual interest of the Company and employee, to provide for the operation of the warehouse, hereinafter mentioned, under methods which will further to the fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this agreement to be the duty of the Company and employees to co-operate fully, individually, and collectively, for the advancement of said conditions.

WHEREAS the parties to this Agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

AND WHEREAS both parties are pledged to cooperate and assist to the fullest extent in promoting safety.

## **ARTICLE 2 - UNION RECOGNITION & SCOPE**

The Company recognizes Unifor, Local 539 as the exclusive bargaining agent for all unionized employees at the Company's Calgary location, save and except sales staff, office staff, and those exercising managerial functions or employed in a confidential capacity in matters relating to labour relations.

Any employee who is now a member in good standing, or who becomes or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing in the Union throughout the term of this Agreement. Any new employee shall, as a condition of employment, become a member of the Union thirty (30) calendar days after his employment. In the event of the local Union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the local in writing at least seven (7) calendar days before such suspension.

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the constitution and by-laws of the National Union and Local Union.

The Company shall not enter into any agreement or contract with members of the bargaining unit individually or collectively which in any way conflicts with the terms and conditions of this agreement without the approval of the Union.

The Union and the Company recognize that salaried employees are excluded from the provisions of the labour agreement; and accordingly, it is improper for salaried employees to do the kind of work which is done by those defined as employees in the contract.

No work performed or customarily performed by an employee or which could be performed by an employee covered by this agreement shall be performed by another employee of the Company or by a person who is not an employee of the Company. It is also recognized that there are emergency occasions when a member of management must help. Such occasions must be temporary in nature and must not result in the displacement or exclusion of employees under the contract.

### **ARTICLE 3 - CHECKOFF**

#### **3.01 Dues Deduction and Remittance**

- a) The Company agrees to deduct, from the pay of each employee covered by this agreement, an amount of Union dues or their equivalent as well as any initiation fees or any special assessments, as specified by the Union in writing.
- b) The Company shall remit to the Secretary-Treasurer of the Local Union the total amounts so deducted no later than ten (10) consecutive calendar days after the deduction has been made accompanied by a list of employees on the payroll for the pay period in which the deductions were made and the amount of such deductions for each employee and their job classification.
- c) The Company will forward a list of all employees who have authorized such deductions. In consideration of the deducting and forwarding by the Company of the amounts so deducted, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this clause.

#### **3.02 Dues on T4 Slips**

The Company shall show the total amount of Union dues deducted on the employee's T-4 slip at the end of each calendar year.

#### **3.03 New Employees**

The Company shall furnish to the Union along with the monthly Union dues, a list of new employees taken into the bargaining unit during the month.

- a) The Company will issue Union dues Administration cards supplied by the Union and have each new employee fill them out on their first day of employment. The filling out of such administration card and deduction of dues

is a condition of employment. The Company will then forward those cards to the Local Union on a bi-weekly basis.

#### **ARTICLE 4 - NO INTERRUPTIONS OF WORK**

It is agreed by the Union that there shall be no strikes, sympathy strikes, walkouts or other interruption of work during the period of this Agreement. It is agreed by the Company that there shall be no lockouts during the period of this Agreement.

#### **ARTICLE 5 - HOLIDAYS**

##### 5.01 Holidays

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Victoria Day
- e) Canada Day
- f) Civic Holiday
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) One floating holiday to be scheduled at a time mutually agreeable to the employee and the Company prior to the end of the contract year. In the event an additional general holiday is declared by any Government beyond those listed in Article 5, the floating holiday will be adjusted accordingly. For example, if one (1) additional general holiday is declared, the floating holiday shall be deleted.

##### 5.02 General

- a) In order to receive pay for a general holiday or holidays, all employees must have been on the payroll for not less than thirty (30) calendar days immediately preceding such holiday or holidays. Eligibility to receive the (12th) paid floating holiday will be contingent upon being hired prior to June 1 of the current year.

For each above-mentioned holiday, the employees shall receive eight (8) hours' pay at his regular hourly rate of pay at straight time rate. If the employee is entitled to a higher rate in accordance with the Employment Standards Act, that higher amount will be paid as a one-time adjustment based on the calendar year (January to December) and will be paid on the first pay in February of the following year.

- b) In order to discourage absenteeism, the employee, when required, shall work his last scheduled shift before the holiday and his first scheduled shift after the holiday. Employees failing to comply with this rule will not receive the holiday pay. The last scheduled shift and the first scheduled shift are those in which the employee is actively at work, and do not include scheduled vacation days.
- c) Any employee absent from work on the last scheduled shift preceding and/or the first scheduled shift subsequent to the holiday, as a result of sickness or compensatory accident, shall receive their holiday pay, providing they furnish to the Company a doctor's certificate certifying that the sickness or compensatory accident prevented the employee's presence on either or both of these days.
- d) When the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before, or his scheduled work day after, such holiday, the employee shall be granted payment for such holiday, however, an employee shall not be granted payment for a holiday or holidays unless he has actually worked at least one (1) day during the thirty (30) calendar days just preceding any given holiday and at least one (1) day during the thirty (30) calendar days immediately following such holiday.
- e) If an employee who would otherwise qualify is recalled and is unable to report for work because of a bona fide non-occupational accident or illness he shall nevertheless be granted payment for such holidays falling within the thirty (30) calendar days immediately preceding the date of first recall. Any other employee recalled by reason of the above employee's inability to report for work and who himself is unable to report due to illness or non-occupational injury will not receive holiday pay.

When the employees are on vacation, and a holiday occurs, arrangements shall be made to extend the vacation period, or take a vacation day at a later date, mutually agreed to.

If a general holiday falls on a Saturday or Sunday, the Company may designate either the previous Friday or following Monday, unless another day is mutually agreed upon.

In the event two (2) general holidays fall on a weekend, the Company may designate either the previous Thursday and Friday, or the previous Friday and following Monday, or the following Monday and Tuesday as days to observe the two (2) general holidays.

Overtime shall be paid for all worked performed during holidays, at the rates hereinafter specified.



## **ARTICLE 6 - HOURS OF WORK**

### 6.01 General

- a) Both parties to this agreement are committed to maintain the principles of a basic work week of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid for as shown in Article 22.
- b) Starting time for the day shift will be between the hours of 5 am and 11:59 am and the lunch period one-half (1/2) hour unless otherwise mutually agreed upon between the Union and the Company. Starting times for the afternoon shift will be between 12 noon and 5:59 pm. Starting times for the night shift will be between 6 pm and 4:59 am.
- c) The senior person in the required classification shall have the right of first refusal or acceptance of the scheduled starting times.
- d) Should the Company decide to change an employee's hours of work, the following will apply:
  - i. The Company will provide the distribution or competitive reasons for the change; and said employee(s) will be notified prior to the end of their preceding shift.
  - ii. Prior to the establishment of an afternoon or night shift, the Company will meet with the Union to discuss any implementation issues. However, the following principles apply: hours of work – afternoons (starting between 12 noon and 5:59 pm) nights (starting between 6 pm and 4:59 am); volunteers will first be solicited from the affected department, then rest of the bargaining unit; new employees may be hired to fill any openings; and employees on these new shifts will not rotate.
- e) Should the Company decide to change an employee's shift schedule the Company will provide the employee with five (5) working days' notice of such new schedule.
- f) Volunteers will first be solicited to work the new schedule provided that the volunteers are capable of performing the work in question. If more volunteers apply than opportunities available, seniority will be the determining factor. If no volunteers come forth, the most junior employees capable of performing the work will be required to work the new shifts.
- g) Temporary Work Assignment

It will be the policy of the Company that employees who are temporarily assigned to perform the duties in a job category with a higher rate will be paid the higher rate for the period of time they are assigned to perform those duties.

## 6.02 Permit for Extended Hours – Inventory Period

- a) The Company, with the cooperation and support of the Union will apply to the Director of Employment Standards for the Province of Alberta for a permit pursuant to Section 16(1)(b) of the *Employment Standards Code*.
- b) In the event such a permit is granted by the Director permitting hours of work in excess of twelve (12) consecutive hours in a work day during inventory counts, the Company agrees that up to twenty-five percent (25%) of the employees in the bargaining unit will not be required to work in excess of twelve (12) consecutive hours in any work day during such inventory counts, provided such employees apply to the Company in writing for permission to not work in excess of twelve (12) hours during each day of such inventory count. In future years, such applications for exemption must be made not later than thirty (30) calendar days before the first day of such inventory counts.
- c) Where not more than twenty-five percent (25%) of the bargaining unit employees apply pursuant to clause (b) above, such employees shall not be required to work beyond twelve (12) hours in a day and the Company will so inform them within three (3) work days after the deadline for application. In the event that more than twenty-five percent (25%) of the bargaining unit employees apply, then the most senior, of the bargaining unit, will be granted permission not to work beyond twelve (12) consecutive hours per day during the inventory count. The remaining employees will be required to work in excess of twelve (12) hours, if their services are required by the Company. Employees electing not to work in excess of twelve (12) hours, will not be allowed to alter their choice once the Company has notified them that they are not required to work over twelve (12) hours, that is, they may not later elect to work over twelve (12) hours in exchange for some other employee being granted permission by the Company to work in excess of twelve (12) hours. The Company requires an irrevocable election by bargaining unit employees prior to each inventory count, to enable the Company to properly schedule the inventory duties among the staff.
- d) This will remain in effect for so long as the permit from the Director exists or until after either party gives to the other party six (6) months written notice of the termination of this Article, whichever terminating event first occurs.

## 6.03 Compressed Work Week

The Company and Union mutually agree to add provisions in the agreement to address times when business needs require the use of compressed work weeks. The shift will consist of a four (4) day condensed work week. All posted/assigned employees will be scheduled Monday through Thursday, or Tuesday through Friday, unless the needs of the business dictate a different schedule. In the event a schedule other than Monday to Thursday, or Tuesday to Friday, the parties will discuss and agree on another schedule. In the event the parties cannot agree on an alternate schedule, the compressed work week will not be implemented. The regular hours of work will be determined, based on business objectives and the ability to best address the customer needs.

The terms and conditions of the collective agreement will apply, unless otherwise amended as below.

a) General

- i. The compressed work week will be posted for all employees to apply. The shift will be awarded to the most senior applicant(s). If no employees apply, the shift will be assigned to the least senior employees, and participation will be mandatory.
- ii. The employee(s) occupying the shift will receive their regular straight time wage rate for their ten (10) hours per day worked and for the first forty (40) hours of their work week.
- iii. The Company can discontinue the compressed work week by providing five (5) working days written notice.
- iv. Employees on ten (10) hour shifts shall receive three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid lunch break.
- v. Should a compressed work week be implemented, it is the intent of the parties to implement it for a sustained period of time, however the duration will ultimately be determined by customer needs.
- vi. Shift on the compressed work week will start between 5:00 am to 7:00 am and 3:00 pm to 5:00 pm.

b) Overtime

Overtime pay rate will apply, as per Article 22 of the Collective Agreement; when the employee(s) work in excess of ten (10) hours per day (i.e. time and one half in excess of ten (10) hours and double time in excess of fourteen (14) hours).

c) General Holidays

For the weeks in which a holiday falls on a Friday (or Monday), the holiday will be observed on the previous Thursday (or mutually agreed upon day if schedules require it). The employee(s) will be paid at ten (10) hours times their standard occupational rate for all general holidays.

d) Bereavement Leave

An employee scheduled for the compressed workweek who qualifies for bereavement under Article 24.03, will receive three (3) days' pay at their regular rate. Two (2) additional days paid leave days at ten (10) hours per day will be granted in the event of a deceased spouse, son or daughter.

e) In the Event of a Reduction of Compressed Work Week Shifts

Employees impacted by a reduction would be placed back to their previous positions, in seniority order, by the shift they worked, if they can hold seniority in the job.

6.04 Starting and Stopping Work

Employees shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if an employee's pay time is from 8:00 am to 12:00 noon, and from 12:30 pm to 4:30 pm, he shall be at his post ready for work at 8:00 am and 12:30 pm, and shall not quit work until 12:00 noon and 4:30 pm.

**ARTICLE 7 - DEFINITIONS**

Wherever used in this Agreement, including exhibits, the word EMPLOYEES means all persons on the payroll of the Company, as set out in the Certificate of Bargaining Authority issued to Local 539 under the Alberta Labour Relations Code.

**ARTICLE 8 - UNIFORMS AND WORKPLACE CLOTHING**

The Company agrees to provide the following clothing at no cost to employees. On a case by case basis clothing provided shall be replaced or exchanged in situations where there is excessive wear, damage, or as needed. Employees are responsible for the care of the clothing provided.

1. The Company will provide the following mandatory wear for drivers annually:
  - (a) 1 Winter/Summer combo Jacket or, at the employee's discretion, a vest
  - (b) 5 Shirts (employee-option long/short sleeves)
  - (c) 3 Pants (employee-option pants/shorts)
  - (d) Up to two hats per year (by request)
  - (e) Up to two toques per year (by request)
  - (f) Winter gloves (as needed, by request)
  - (g) 1 Pair of band ice cleats
  
2. The Company will provide the following mandatory wear for non-driving employees:
  - (a) 5 Shirts (employee-option long/short sleeves)
  - (b) 1 Sweater or Jacket for Warehouse Workers
  - (c) (Receivers Only) 1 Winter/Summer combo Jacket, 1 pair of band ice cleats, and winter gloves (as needed, by request)

**ARTICLE 9 - ALLOWANCE FOR FAILURE TO PROVIDE WORK**

- a) In case any employee reports for his regular scheduled shift having been ordered to report for such work and then no work is provided, he shall nevertheless receive four (4) hours' pay for so reporting.

- b) In any case where an employee has commenced his regular scheduled shift, he shall receive a minimum of four (4) hours' pay except in cases of catastrophic accident, or acts of God. In cases of catastrophic accident, or acts of God, the employee shall receive a minimum of two (2) hours' pay.
- c) In any case where an employee has commenced his regular scheduled shift and is transferred to a lower paid job he will receive his regular rate for the balance of his shift.

## **ARTICLE 10 - UNION RIGHTS**

### 10.01 Shop Stewards

- a) Employees shall be represented by a Shop Stewards' Committee which shall consist of employees elected or appointed at the workplace. The Plant Chairperson or designate shall act as the liaison between the employees and the Company. The Plant Chairperson or designate may at any time call upon the services of an accredited representative of the Union to assist them. The Company shall designate an individual representative to act in liaison between the Plant Chairperson and the Company.
- b) Shop Stewards' Committee shall have the right of meeting the appointed representatives of the Company for purposes of discussing all grievances and issues that may become grievances.

### 10.02 Notification in Writing

The Union shall, within ten (10) working days, notify the Company in writing of the names of the employees comprising the Shop Stewards' Committee. The Company shall inform the Union, in writing and within ten (10) working days, of the supervisors, managing director or human resources personnel with whom said Shop Stewards' Committee shall deal and any changes in personnel thereof.

### 10.03 Union Access to Worksites

Accredited representatives of the Union shall have reasonable access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Union will contact the Local Operations Manager prior to arriving on site to advise that a visit is pending and will not interrupt employees who are working without the prior permission of management. Permission to speak to employees who are working shall not be unreasonably delayed or denied.

### 10.04 No Discrimination Due to Union Activity

There shall be no discrimination, intimidation, interference, restraint, coercion, attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union as well as due to any union activity.

#### 10.05 Shop Stewards Duties

In a situation which requires a Shop Steward's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate supervisor. In the absence of the immediate supervisor, the Steward may seek permission from the Operations Manager of their respective area, or in their absence, from Human Resources. Permission will not be unreasonably withheld or delayed.

#### 10.06 Printing the Collective Agreements

The Company agrees to arrange and pay for the printing of the Collective Agreement. Such agreement will be printed in a Unifor represented printing shop who is also an Imperial Dade customer, located in Alberta.

Each employee will be provided with a booklet-sized copy of the collective agreement. Sufficient copies will be printed so as to supply all current employees and cover any anticipated employee turnover. Extra copies will also be printed for the Union and the Company as necessary for the ongoing Collective Agreement administration.

#### 10.07 Access to Shop Stewards

Employees who wish to consult with their Shop Steward during working hours in order to deal with a Union matter can do so without loss of pay, providing they obtain prior authorization from their Supervisor or Operations Manager if their Supervisor is not available, and this authorization will not be withheld or delayed without just cause. Time spent in consultation will be kept to a necessary minimum.

#### 10.08 Information for the Union

The Company will supply the Secretary Treasurer of the Local Union with the following information at the end of every month:

- a) Employees who have joined the bargaining unit during the month;
- b) Employees transferred into or out of the bargaining unit during the month, encompassed in 10.09(a);
- c) Employees on leave of absence at the end of the month;
- d) Employees on medical leave and/or Workers' Compensation during the month and the date of the occurrence;
- e) Employees on layoff at the end of the month;
- f) Employees who have been discharged or who have quit during the month;
- g) All employees' dates of hire, classification, hourly rate, and any premiums and any changes to such for any employees during the month.

- h) In addition to the above and upon written request, the Company will provide the following information to the Local or National Representative for all bargaining unit employees:
- i. Name
  - ii. Address with postal code
  - iii. Telephone number
  - iv. Email address

The information collected by the Local or National Representatives shall be used in accordance with the Union's internal privacy policies. The Union will indemnify the Company against claims arising out of its compliance with Article 10.

#### 10.09 New Employees

- a) At the time of hiring the new employee shall be handed a copy of the present Collective Agreement and full details of the Health and Welfare Benefit Plan in addition to Union Representative and Plant Chairperson contact information as provided by the Local Union.
- b) The Plant Chairperson or designate shall be introduced to all new employees within three (3) working days of being hired, the Plant Chairperson or designate shall be given fifteen (15) minutes paid time alone with each new hire.

#### 10.10 Union Label

All Calgary Company leased trucks driven by Local 539 employees will display a supplied Unifor logo. The logo shall be no more than four (4) inches in diameter and will be placed on the vehicle at a location defined by the Company.

#### 10.11 Shift Meeting Time

In the event the Plant Chairperson, or designate, requests time to discuss Union issues with all Union employees on a specific shift, they will make their request twenty-four (24) hours in advance, and state the time and duration of the meeting. The parties agree that the meeting will not be excessive (longer than ten (10) minutes in duration) or impede the effective execution of work needed to be performed.

#### 10.12 Bulletin Board

The Company agrees to provide a locking glass enclosed Bulletin Board (3' x 4') at the Calgary warehouse for the use by the Union for posting matters relating to Union meetings and other Union matters. Such board shall be located in an agreed to location and all keys shall be held by the authorized Union representatives only. The Union agrees to be responsible for maintenance and upkeep of the content of the billboards.

### 10.13 Break Periods

Employees shall receive two (2) paid fifteen (15) minute breaks for eight (8) hours worked. If employees work additional hours beyond eight (8) hours they will be given an additional fifteen (15) minute break. The parties understand that the break times will be determined by the Company.

#### a) Unpaid Lunch Break

Employees will be given a thirty (30) minute lunch break after four (4) hours worked.

### 10.14 Union Hiring Preference

The Company shall notify the Union of all posted vacancies.

Potential employees made available through the Union will be given consideration when the Company is hiring new or additional employees.

## **ARTICLE 11 - DISCIPLINARY ACTION**

### 11.01 General

- a) The Company has the right to discipline or discharge employees for just cause. All disciplinary action will be in writing. A copy of each disciplinary notation will be given to the Plant Chairperson, or designate.
- b) The Company agrees to notify the Plant Chairperson, or designate, in writing within one (1) working day of the reason for the discharge or suspension of any employee. Any discharge or suspension may be discussed as a grievance.

### 11.02 Union Representation

- a) No Employee shall enter the offices of a Supervisor or Manager for disciplinary purposes or receive a letter of warning, suspension or dismissal from same without the presence of a Plant Chairperson, or designate member, or the resulting discipline shall be deemed to be null and void.
- b) The appropriate attendees at any investigative or disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings.

### 11.03 Removal of Discipline

Each disciplinary action, letter or notation including suspensions shall be removed from all of the Company and employee files and destroyed after eighteen (18) calendar months following the date of the imposition of discipline.



#### 11.04 Time Limit for Imposition of Discipline

Employees will be advised if the Company is considering discipline within fifteen (15) working days of the Company becoming aware of the incident(s) for which discipline is being considered or the resulting discipline shall be deemed to be null and void. This deadline will be extended by each day the employee is on vacation or off work on a leave of absence. A meeting to discuss the incident(s) in question shall be scheduled as soon as reasonably possible but this meeting shall be held no longer than fourteen (14) calendar days from the time of notification of pending discipline. The Plant Chairperson, or designate, must be advised in writing of these circumstances in this instance. The parties agree that in certain circumstances (e.g., special investigations related to harassment, theft, etc.) may require additional time to access the appropriate actions required.

#### 11.05 Inspection of Employee File

An employee or an accredited representative of the Union acting on behalf of the employee and with a written authorization from the employee shall be provided with reasonable access to inspect his own personal file with no loss of pay. In addition, an employee or the Union shall be provided with a copy of the file upon written notice which shall be provided within ten (10) calendar days of such request.

### **ARTICLE 12 - ADJUSTMENT OF COMPLAINTS**

#### 12.01 Purpose of Grievance Procedure

It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

#### 12.02 Definition of a Grievance

Any complaints, disagreement, or difference of opinion between the Company and the Union or the employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

#### 12.03 Types of Grievances

Any employee, the Union or the Company may present a grievance. Grievances involving harassment, suspensions, or terminations, group grievances, policy grievances and/or grievances filed on behalf of the Union or the Company shall be submitted at Step 2 of the grievance procedure. Grievances will normally be filed within fifteen (15) calendar days from the time the employee and/or the Union Representative became aware of the grievance, subject to leaves of absence, sickness, vacation, etc.

#### 12.04 Grievance Steps

Step 1: The employee and/or his Shop Steward shall submit his formal grievance in writing to his immediate supervisor, who shall give his reply in writing within five (5) working days. If a satisfactory settlement cannot be reached, precede to step 2.

Step 2: Within ten (10) working days of receiving the decision under Step 1, the grievance shall be referred to the Shop Steward or designate who, in writing, shall submit it to the Company Representative. The Company Representative and the Plant Chairperson or designate shall attempt to resolve the grievance. The Company shall provide a written reply within ten (10) working days of the written grievance. If a satisfactory settlement cannot be reached within the ten (10) working days the grieving party may then refer the grievance to a single arbitrator as established in Article 13 of this Agreement.

#### 12.05 Grievance Format and Time Frames

Where a grievance has not progressed within the prescribed step or time lines by the Union, it shall be considered dropped and all rights of recourse will be forfeited. In the event the Company fails to adhere to the time limits the grievance shall be awarded to the Union and the remedy shall be imposed. The time limitations prescribed in this article may be extended, but only by mutual consent of the parties in writing, such consent shall not be unreasonably withheld. An Arbitrator shall have the authority to determine if time limits should be waived or extended. Issues of timeliness shall be presented to the Arbitrator as a preliminary matter.

#### 12.06 Suspension or Dismissal Grievances

A grievance concerning the suspension or dismissal of an employee may be initiated at Step 2 of the grievance procedure and must be submitted within fifteen (15) calendar days of the date the employee is suspended or dismissed.

#### 12.07 Pay For Grievance Meetings

Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the employees concerned.

#### 12.08 Monetary Adjustments

All monetary grievances that are mutually agreed upon shall be paid on the following pay period or as soon as reasonable, but in any case, not more than two (2) pay periods from the date of resolution.

## **ARTICLE 13 - ARBITRATION**

### 13.01 Referral to Arbitration

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure, either party may request that the matter be referred to arbitration. Such notification must be made in writing, within forty-five (45) calendar days of receiving the response at Step 2. Time limits may be extended by mutual agreement as per Article 12.05.

### 13.02 Arbitrator Governed by Agreement

The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer. In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

### 13.03 Binding Decision

The findings and decision of the Board of Arbitration on all arbitral questions shall be binding and enforceable on all parties.

### 13.04 Arbitration Expenses

The expense of the Arbitrator shall be borne equally by the Company and the Union.

## **ARTICLE 14 - SENIORITY**

### 14.01 Principles of Seniority

In promotions or layoffs, or recall from layoffs, other things being relatively equal, the principles of seniority will govern. However, before final decision is made by the Company, management shall confer with the Plant Chairperson or designate of the Union. In cases of disagreement, the grievance and arbitration procedure, as laid down in Article 12 and 13 of this Agreement shall apply.

### 14.02 Vacant Positions / Evaluation Period

Any new or permanent job vacancy will be posted on the Union and Company bulletin boards for a period of five (5) working days. The job will be awarded within fifteen (15) working days of the posting to the most senior applicant provided he has the ability to perform such job. There shall be a thirty (30) working day evaluation period whereby the Company will assess the suitability of the employee in the new position. This evaluation period will be waived for those employees who are moving from a backup position to the same specific role as a permanent position if they have held the backup position for more than two (2) years. In the event the Company determines the employee is unsuitable, the employee will return to his previous position with no loss of seniority and at his previous rate for the job.

The Company will provide feedback to the employee of their progress within the first twenty-one (21) days on the job. The first twenty-one (21) days on the job will be extended on a one-for-one basis for any days the employee is not at work. The Company may extend the evaluation period for a maximum of thirty (30) additional working days. The employee will be notified of the extension prior to the completion of the original thirty (30) day evaluation.

During the thirty (30) working day evaluation period only, should an employee feel the new job is unsuitable, he may elect to return to his previous position under the same terms as above by providing five (5) working days' notice outlining his reasons. If an employee does elect to return to his previous position, he is ineligible to re-apply for the same posting for six (6) months from the date of withdrawal. In the event of either scenario, the Company may elect to repost or select another candidate remaining from the initial posting that possesses the necessary ability.

The parties recognize that the thirty (30) working day evaluation period will begin after forty (40) hours of on-the-job training, however the determination with respect to suitability can be made at any time by the Company or the employee. The parties also agree the evaluation period may be extended with mutual consent in the event of extenuating circumstances. The Company may temporarily fill the vacancy until a permanent replacement is decided.

#### 14.03 Probationary Period

There shall be a ninety (90) working day probationary period for new employees. The Company may extend the probationary period. The employee will be notified of the extension prior to the completion of the ninety (90) working day probationary period.

#### 14.04 New Hire Training

All new employees will be trained on day shift for two (2) weeks (unless it causes undue hardship to the employee) and on the shift they will be assigned for the third week. The Company will determine which order, and where the employee will be trained.

#### 14.05 Temporary Assignments

- a) All things being relatively equal, seniority shall govern when filling all temporary vacancies caused by vacations, holidays, illnesses, leaves of absence or other reasons.
- b) A temporary assignment will be classified as such for no more than twelve (12) consecutive months. At the end of twelve (12) consecutive months, the position will be posted as a permanent vacancy, unless there is a defined return to work date for the absent employee. The employee posted to the temporary position during the absence will revert to their former classification and rate, unless they are the successful bidder.

- c) When the absent employee returns, they will reclaim their position, and the employee posted to the position during the absence will revert to their former classification and rate, all affected employees shall also revert to their former classification and rate.

#### 14.06 Lay-Off and Recall

Where there is a decrease in employment all probationary and vacation relief/casual employees in the affected classification shall be laid off first.

In the event of a reduction of an employee with a designated position in the classifications of shipping, and receiving, the following process will apply.

- a) The least senior employee will be moved into the posted back-up position for their respective classification, as long as they have a higher seniority than the existing back-up employees.
- b) Subject to seniority, the least senior back-up employee will then be moved to the Warehouse Specialist position retaining their current shift. If the employee does not have the required seniority, he will be moved into the most junior Warehouse Specialist position on that shift, moving the lowest seniority employee to the other shift. The lowest seniority employee from that classification will then be laid off unless they choose to move to the most junior Class 5 driving position and they are senior to the employee holding that position, the Class 5 driver shall then be laid off.
- c) In the event that the affected employee does not have a higher seniority than the back-up positions, that employee will then be moved to the Warehouse Specialist position retaining their current shift. If the employee does not have the required seniority, he will be moved into the most junior Warehouse Specialist position on that shift, moving the lowest seniority employee to the other shift. The lowest seniority employee from that classification will then be laid off unless they choose to move to the most junior Class 5 driving position and they are senior to the employee holding that position, the Class 5 driver shall then be laid off.

Any employee choosing to move to a Class 5 driver position shall meet the following hiring standards: two (2) years previous experience as a commercial driver or Company provided training and an abstract meeting the current Company requirements.

In the event of a reduction of a driver the following process will apply.

- a) Driver positions will be reduced in seniority order by eliminating the most junior driver regardless of class of license unless there is only one Class 1 driver per Class 1 truck on staff in which case the most junior Class 5 driver shall be laid off.
- b) Subject to seniority the lowest seniority driver may choose to be moved to the Warehouse Specialist role and the lowest seniority employee from that classification will be laid off.

In all instances, the employee moving into a new classification will take the position in accordance with their seniority. If the employee moving into a lower classification has the lowest seniority, seniority will prevail in determining who will be laid off. In all instances of employee movement, employees are required to stay within their job classification unless provided for as per above. For recall purposes, employees will retain their seniority and be recalled in accordance with Article 14.

The parties agree that the changes to the Layoff and Recall language are an attempt to codify the existing long-standing practices and to integrate the new driver positions. The parties agree to meet to try to resolve any issues that arise or that are unaccounted for, should the parties not be able to resolve any issues or disputes then the Company shall implement their resolve and the Union is free to grieve.

#### Recall

- a) Failure of an employee to report for work within one (1) week of notice, by registered mail, to his last address reported to and received at the plant shall result in termination of employment with the Company. Bona fide reasons for failure to report shall not deprive an employee of his recall rights.
- b) Laid off employees shall retain their seniority on the following basis:
  - i. An employee with less than one (1) year of continuous service shall retain seniority for six (6) months from the date of his layoff.
  - ii. An employee with one (1) or more years of continuous service shall retain seniority for one (1) year from the date of layoff plus one (1) additional month for each year of service up to an additional twelve (12) months.
  - iii. Alberta Health Care, Group Health, Dental and Life Insurance coverage continuance:
    - a) Alberta Health Care, Group Health, Dental and Life Insurance coverage for an employee laid off with more than three (3) months but less than one (1) year of service shall be continued at the employee's option for three (3) months from the end of the period for which deductions have already been made on a cost sharing basis as provided in Exhibit "A", Costs, if the employee pays his portion of the premiums in advance.

Benefit plans in existence will be reinstated upon his return to work.

- b) Alberta Health Care, Group Health and Life Insurance, for an employee laid off with one (1) or more years of service shall be continued at the employee's option for six (6) months from the end of the period for which deductions have already been made on a cost sharing basis as provided in Exhibit "A", Costs, if the employee pays his portion of the premiums in advance.

Benefit plans in existence will be reinstated upon his return to work.

- iv. Except in cases of emergency, an employee shall be given a minimum of twenty-four (24) hours' notice of lay-off and the Plant Chairperson, or designate, will be notified in writing.

#### 14.07 Seniority Date Established

- a) After the ratification date in 2015 all employees who are hired on the same day shall have their seniority order determined by selecting the employee whose last name appears alphabetically before the other(s). Such last name shall be based on the employee's last name as of the date of hiring.
- b) As per the date of ratification in 2015, the seniority list in Addendum #1 shall be considered accurate and correct for those employees hired prior to ratification.

### **ARTICLE 15 - JOB SECURITY**

- a) In view of the interest and concern by the parties of the impact of manpower and conditions of employment resulting from mechanization, technological changes and automation, it is recommended that the parties utilize to the best advantage of the Company and the employees all scientific improvements.
- b) A joint committee on automation will be established at the plant which shall consist of two (2) persons representing the Company and two (2) persons representing the Union. It shall be the function of the committee to study the effect of mechanization, technological changes and automation on employment in the plant and to make such recommendations as are agreed upon by the Company, to ensure that the interests of the Company and of the employees are fairly and effectively protected.
- c) The Company will advise the appropriate committee as soon as possible, and in any case not less than ninety (90) calendar days before the introduction thereof of mechanization, technological changes and/or automation which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.
- d)
  - i. In the event that it is necessary, employees will be reduced in accordance with Article 14.06 of the agreement.
  - ii. An employee who is sent back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the send back for a period of six (6) months, and for a further period of six (6) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the send back and the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in subsection (e) below, provided he exercises this option within the initial six (6) month period.

- e) An employee with one (1) or more years of continuous service for whom no job is available because of job elimination, layoff, mechanization, technological changes or automation will, upon termination, receive a severance allowance calculated by the following method:

One (1) week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being thirty-five (35) weeks' pay.

- f) The Company agrees to participate in a program of training or retraining for another job where work is available within the operation for those employees who are displaced under the circumstances set forth in this Article.

### **ARTICLE 16 - PERMANENT PLANT CLOSURE**

- a) In the event that the Company can provide ninety (90) calendar days' notice it will do so, however an employee terminated as a result of a permanent planned closure of the warehouse shall be given a minimum of sixty (60) calendar days' notice of closure.
- b) Such employees shall be entitled to a severance allowance of one (1) week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate.



**ARTICLE 17 - VACATIONS**

17.01 General

All employees as defined in this Agreement shall be granted a vacation with pay subject to the following regulations:

- a) The vacation period shall be the twelve (12) months commencing on January 1 and ending on the following December 31.
- b) Vacations are as set out below:

(Note: these changes were only made to clarify language and are not intended to change vacation entitlements as they existed under the expired collective agreement.)

(Vacation Pay: The greater of either Column 1 or 2)

	<b>Length of Vacation</b>	<b>% or the Total Wages Earned by the Employee during the Preceding Vacation Period</b>	<b>Hours of Pay at the Hourly Rate of the Employee's Regular Job</b>
a) Employed less than one (1) year and worked less than 1,400 hours as at January 1		4.5% of gross pay earned during twelve (12) months immediately preceding January 1	
b) Employed less than one (1) year but more than 1,400 total hours, or, completed one (1) year but less than two (2) years	2 weeks	4.5% of gross pay earned during the preceding vacation period	80 hours at straight time earned
c) Qualified for second (2 <sup>nd</sup> ) vacation	3 weeks	6.5% of gross pay earned during the preceding vacation period	120 hours at straight time earned
d) Qualified for seventh (7 <sup>th</sup> ) vacation	4 weeks	8.5% of gross pay earned during the preceding vacation period	160 hours at straight time earned
e) Qualified for fifteenth (15 <sup>th</sup> ) vacation	5 weeks	10.5% of gross pay earned during the preceding vacation period	200 hours at straight time earned
f) Qualified for twenty-fourth (24 <sup>th</sup> ) vacation	6 weeks	12.5% of gross pay earned during the preceding vacation period	240 hours at straight time earned

**NOTE: No vacation of less than one (1) full day will be granted.**

	<b>Employees working less than 1,400 hours during the twelve (12) months immediately preceding January 1</b>
a) employed less than one (1) year and worked less than 1,400 hours as at January 1	1/4 of a day's vacation with pay for each full week of actual work – Pay equal to 4% of gross pay earned during preceding vacation period
b) completed two (2) years but less than twelve (12) years	3/8 days' vacation for each full week of actual work – Pay equal to 6% of gross pay earned during preceding vacation period
c) completed twelve (12) years but less than twenty (20) years	1/2 days' vacation for each full week of actual work – Pay equal to 8% of gross pay earned during preceding vacation period
d) completed twenty (20) years but less than twenty-seven (27) years	5/8 days' vacation for each full week of actual work – Pay equal to 10% of gross pay earned during preceding vacation period
e) completed twenty-seven (27) years or more	3/4 days' vacation for each full week of actual work – Pay equal to 12% of gross pay earned during preceding vacation period

**NOTE: No vacation of less than one (1) full day will be granted.**

- c) No employee may continue to work and draw vacation pay in lieu of taking a vacation.
- d) Vacations are not cumulative and must be taken within the vacation period. For those employees who are off work due to a leave of absence, vacation can be carried over to the next calendar year or paid out, by mutual agreement of the Company and the employee. If carried over, vacation must be used within three (3) months of the date of the employee's return to work, and in no case will vacation be carried over for more than one (1) year.
- e)
  - i. Time lost as a result of an accident as recognized by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation.
  - ii. Where, as provided in e (i) above, an employee has had to count as time worked his time lost as a result of an accident as recognized by the Workers' Compensation Board in order to qualify for a vacation with pay, the amount of vacation pay shall be calculated as follows:
    - i. If qualified under section (a), or (b), the pay shall be calculated as outlined in the applicable section.
    - ii. If qualified under section (c), the pay shall be an amount equivalent to not less than fifteen (15), eight (8) hour days at the hourly rate of the employee's regular job.
    - iii. If qualified under section (d), the pay shall be an amount equivalent to not less than twenty (20), eight (8) hour days at the hourly rate of the employee's regular job

- iv. If qualified under section (e), the pay shall be an amount equivalent to not less than twenty-five (25), eight (8) hour days at the hourly rate of the employee's regular job.
- v. If qualified under section (f), the pay shall be an amount equivalent to not less than thirty (30), eight (8) hour days at the hourly rate of the employee's regular job.

Provided, however, an employee will only be entitled to receive such vacation payment while on workers' compensation for a period of up to but not exceeding one (1) year from the date of the employee's accident or injury.

- iii. Time lost up to a maximum of one (1) year as the result of non-occupational accident or illness shall be considered as time worked for the purpose of determining eligibility and vacation pay as outlined in section 2 of this article providing:
  - i. The employee has one (1) or more years of continuous service at the commencement of the disability, and
  - ii. The employee returns to the employment of the Company.
- f) The Company reserves the right to determine how many employees can be off on vacation at one time. The vacation list will be posted by December 15<sup>th</sup> and reviewed with the parties prior to February 1 to arrange vacation to suit the employees' wishes. Vacation shall be granted in order of seniority based on the following:
  - i. For the purpose of vacation only, there shall be two (2) separate groups for vacation entitlement and selection: drivers & warehouse employees.
  - ii. Employee's shall be entitled to use their entire vacation allotment in seniority at any time during the calendar year with the exception of (iii) below and the week when school resumes in September which is blacked out for vacation for all employees, if operationally required.
  - iii. Employees can only use a maximum of three (3) weeks' vacation during the vacation period of June 1st to September 30th of each year.
  - iv. The Company commits to seek to hire summer help to allow for more vacation time off for all employees greater than what is provided for in (f) above.
  - v. Single day vacations cannot supersede or impact any vacations as set out above.
  - vi. However, the Company reserves the right to determine workforce needs based on business requirements during vacation periods.

- vii. For each week's vacation due, the employee shall take five (5) consecutive days off.
- g) In no case shall any employee qualifying under (ii) hereof receive less pay than is provided under the Alberta Employment Standards Code, as amended.
- h) In the case of employees leaving the service of the Company, the following regulations shall apply:
  - i. Those employees who have qualified for vacations during the current vacation period under sections (ii) and (vi) above, and have not taken such vacation with pay, shall be paid the amount due them as outlined in those sections.
  - ii. For service in the current qualifying period, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) whichever is applicable, of his total wages and salary earned during the current qualifying period.
- i) Employees may elect to cash out their 5th and 6th vacation weeks provided they notify the Company in writing by December 15 of the year the vacation is earned. The cash out of the 5th and 6th vacation week(s) will be issued in January of the following year. In the event that an employee misses the December 15 deadline, requests for vacation cash out will be at management's discretion.

#### 17.02 Vacation Relief/Casual

The parties recognize that in the best welfare of the Company and its Employees, it is to their mutual benefit to ensure that customer requirements, are met in a timely, efficient and cost-effective manner.

The hiring and/or use of Vacation Relief/Casual employees will not result in any reduction in the regular workforce, and no employee will be terminated, laid off or have their regularly scheduled work week reduced or modified as a result of the use of these employees.

However during the vacation period, April 1 to September 30, or when overtime is required and there are either no volunteers or not enough volunteers who have indicated their availability to work overtime on the Employee Overtime Availability Chart, and/or when there are employees on lay off with recall rights who do not respond to a call in, then the Company may use Vacation Relief/Casual Employees and they will be subject to the following:

- a) Vacation Relief/Casual Employees will be paid an hourly rate of five dollars (\$5.00) per hour below the end/base rate. In addition, Vacation Relief/Casual Employees working a forty (40) hour schedule during the prime time vacation period will receive Alberta Health Care premiums. These Vacation Relief/Casual Employees will also receive a fifty-dollar (\$50.00) boot allowance provided they have worked six hundred forty (640) hours during the

prime time vacation period and have provided the Company with a receipt for the purchase of the safety boots. Vacation Relief/Casual Employees will also be paid four percent (4 %) vacation pay on each pay.

- b) Vacation Relief/Casual Employees are members of the Union and therefore they will pay Union dues.
- c) Vacation Relief/Casual Employees will not be subject to the provisions provided under the Collective Agreement, including but not limited to seniority, hours of work, termination, vacations, holidays leaves, overtime and welfare plan provisions. Vacation Relief/Casual Employees will have access to the Adjustment of Complaint procedure in regards to the application of this letter only. Their employment will be governed by the Alberta Employment Standards Act except where expressly outlined in this Agreement.
- d) The Company may have a roster of up to twelve (12) Vacation Relief/Casual Employees who will work as scheduled or required and may work up to a maximum of twenty-four (24) hours per week. There will be a maximum of five (5) Vacation Relief/ Casual Employees working in any day. On a monthly basis the Company will provide the Union with a copy of the roster.
- e) The parties further agree that during the periods April 1 to September 30, December 15 to January 5 and any other period that the parties mutually agree the Company may schedule up to five (5) additional Vacation Relief Employees on a forty (40) hour per week basis.
- f) Vacation Relief/Casual employees will receive overtime at a rate of time and one half (1.5) for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.
- g) Any Vacation Relief/Casual employee will be paid for each General Holiday for which they have worked a minimum of sixty-four (64) hours in the immediately preceding thirty (30) calendar days provided they have worked the immediately preceding scheduled shift to the holiday, the immediately succeeding scheduled shift to the holiday and, if scheduled, the holiday itself. Payment will be calculated using the average number of hours work per shift worked during the immediately preceding thirty (30) calendar days.
- h) There is no obligation on the Company to provide Vacation Relief/Casual Employees with any hours of work. The Company will provide a minimum of four (4) hours work when casuals are asked to work.

The Company cannot use the language in 17.02 to delay, stop or prevent the replacement or posting of vacant positions or needed increases in the regular workforce.

## **ARTICLE 18 - SAFETY**

### 18.01 General

Employees and the Company are to comply with established safety rules as amended by the Joint Safety Committee from time to time. Employees will not be expected to operate unsafe equipment or under unsafe working conditions. Employees are expected to report any unsafe equipment immediately. Employees will not be expected to lift heavy loads without assistance.

### 18.02 Joint Health and Safety Committee

- a) A Joint Health and Safety Committee shall be established which is composed of a minimum of three (3) Union members elected or chosen by the Union Executive. An equal number of Company representatives will be assigned to the committee.
- b) Two (2) co-chairpersons shall be elected by and from the members of the committee. One (1) co-chair shall be a Union member the other shall be a Company member.
- c) Without limiting the generality of the foregoing, the committee shall:
  - i. Determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be completed jointly and covering all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
  - ii. Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
  - iii. Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
  - iv. Hold meetings at least once a month to review reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to health and safety.
  - v. Record the minutes of the meetings which shall be posted on the bulletin boards. The minutes shall be signed by both parties prior to posting.
  - vi. Have access to and promptly receive copies of all reports, records and documents in the Company's possession or obtainable by the Company pertaining to health or safety. The parties agree to abide by all confidentiality policies, regulations and rules.

- vii. Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- viii. If the Union health and safety committee members need to meet without Company representatives, requests will be made twenty-four (24) hours in advance, and state the time and duration of the meeting. The parties agree that the meeting will not impede the effective execution of work needed to be performed.

#### 18.03 Right to Refuse Imminent Danger

Both parties agree to adhere to an employee's right to refuse imminent danger in accordance with Section 35 of the Alberta Occupational Health and Safety Act.

#### 18.04 Accident and Incident Investigations

Every injury which involved or could have involved a worker going to a doctor or hospital must be investigated. A Union and Company JH&S Committee member shall promptly investigate the accident or incident. The appropriate government inspection agency shall be notified immediately after the accident or incident in accordance with the Alberta Occupational Health and Safety Act. Accident or incident investigation reports shall contain:

- a) The place, date and time of the accident or incident;
- b) The names and job titles of persons injured, if applicable;
- c) The names of witnesses;
- d) A brief description of the accident or incident;
- e) A statement of the sequence of events which preceded the accident or incident;
- f) The identification of any unsafe condition, acts or procedures which contributed in any manner to the accident or incident;
- g) Recommended corrective actions to prevent similar occurrences;
- h) The names of the persons who investigated the accident or incident and their signatures.

#### 18.05 Education and Training

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction. Such training shall include ergonomics training and chemical hazard training.

#### 18.06 Disclosure of Information

The Company shall provide the Union and the committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

#### 18.07 Right to Accompany Inspectors

The Union co-chairperson or designate shall be allowed to accompany a Company representative and a government inspector on an inspection tour and to speak with the inspector one-on-one if they request to do so.

#### 18.08 Access to the Workplace

Union health and safety staff or Union Consultants shall be provided access to the workplace and to attend meetings of the committee or Union committee or for inspecting, investigating or monitoring the workplace. The Union agrees to make their request for such access and meetings twenty-four (24) hours in advance, and state the time and duration of the meeting. The parties agree that the meeting will not impede the effective execution of work needed to be performed.

#### 18.09 National Day of Mourning

Each year on April 28th at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

#### 18.10 Protective Clothing and Equipment

The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing. These shall be maintained and replaced, where necessary, at the Company's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

#### 18.11 Lockout and Machine Guarding

The Company shall ensure that the appropriate equipment is locked out and guarded. All employees who may be at risk will receive training specific to their job.

#### 18.12 First Aid Attendants

There shall be first aid attendants present on all shifts who shall be members of the bargaining unit. The Company shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.



#### 18.13 Injured Worker Provisions

- a) Any employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay.
- b) Such employee shall be provided with transportation to a doctor or hospital by the Company at no charge if necessary or requested.

#### 18.14 Working Alone Policy

The parties agree to follow the Company policy regarding working alone.

#### 18.15 Confidentiality

The Company, the Union and JH&S Committee members shall act in accordance with all applicable privacy legislation with regard to employee personal information.

#### 18.16 Duty to Accommodate

- a) The Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- b) The Company will discuss with the Union the necessary arrangements to accommodate the return to work of an employee off as a result of an illness or injury. All light duty, work hardening and/or trial programs, modified duties or accommodation arrangements will be set out in writing between the Company and the Union.

#### 18.17 Equipment and Workplace Environment Standards

- a) The Company agrees to keep all equipment in safe operating condition and will ensure that all heating and lighting standards are reviewed frequently.
- b) Any employee shall not operate any equipment which he considers to be in such condition as to endanger its safe operation. Any such equipment will be repaired before being put back into service. Red tags will be made available on every piece of equipment for use if needed. Lockout procedures will also be implemented and reviewed frequently by the JH&S Committee.
- c) The Company shall notify the JH&S Committee and all employees exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard where practicable. Where employee medical testing is required as a result of such exposure and the cost is not covered by WCB or another insurance plan, the Company shall pay for such testing as well as the necessary time off work to take the tests.

#### 18.18 Results of Environment Monitoring Tests

The Company shall promptly supply the results of environmental monitoring it conducts and the results of any monitoring by any government agency to the Committee and shall post the results in a conspicuous location.

#### 18.19 Ergonomic Requirements

The JH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee interface. When an ergonomic concern is beyond the scope of the JH&S Committee external consultants shall be used.

#### 18.20 Employee Lunchrooms and Washrooms

There shall be at minimum an employee lunchroom with male and female washrooms which shall be maintained daily in a clean and sanitary manner.

#### 18.21 Safety Footwear Allowance

The Company will contribute up to one hundred and seventy-five dollars (\$175.00) towards the cost of one (1) pair of approved safety footwear and up to two (2) pair of insoles per calendar year for all employees who have passed the probationary period. If an employee completes the probationary period after October 1<sup>st</sup>, the contribution will reduce to up to seventy-five dollars (\$75.00) in year one (1). An employee may choose to defer their yearly amount to a second year so as to have three hundred and fifty dollars (\$350.00) to use for that year. An employee may use the annual allocation toward the purchase of custom-made orthotic inserts, once the full benefit from the welfare plan has been used in that benefit year. The benefit amount of two-hundred dollars (\$200) will automatically be deducted from the receipt provided. The employee will be reimbursed after they have provided receipts for the cost of the safety footwear. All purchases must be consolidated into a single submission and submitted to the Company for reimbursement within thirty (30) days of purchase. The Union agrees that wearing of safety footwear on the job is a mandatory requirement.

#### 18.22 Work Gloves

It will be the policy of the Company to provide work gloves as required for use of employees while engaged in warehouse work.

#### 18.23 Payment for Driver's Abstracts

The Company agrees to pay the full costs for any requested or required driver's abstract form.

**ARTICLE 19 - OVERTIME**

- a) Time and one-half (1/2) shall be paid:
  - i. For all hours worked in excess of eight (8) hours in any one (1) day.
  - ii. For all hours worked in excess of forty (40) hours in any one (1) week.
  - iii. For all general holidays as set forth in the agreement and on Sunday.
- b) Double time shall be paid for all hours worked in excess of twelve (12) hours in any one (1) day.
- c) The parties agree that an overtime sign-up sheet will be utilized for known overtime during the week. Such sign-up sheet shall be posted each week from Monday to Friday for the next week's overtime. Overtime shall be awarded first to employees on the sign-up sheet in seniority order, and additional overtime hours shall be offered to all employees in seniority order by the Company through an oral offer of work, or by calling them at their known phone numbers. A separate list for weekend overtime will be posted weekly, as needed. It is the Company's intent to post the weekend work by Thursday. The parties understand that in rare instances, the posting could be later than Thursday, but in those rare instances, the intent would be to post prior to the end of the shift on Friday.
- d) Any employee working through their paid or unpaid breaks shall be paid at the applicable overtime rate. Working through a paid or unpaid break requires prior approval, for each occurrence, from a Supervisor or Manager.
- e) In those instances where the Company selects an employee out of seniority order to perform work, the most senior employee within the classification not selected for the work in question will be offered training to perform the bargained work in the future. The intent is to broaden the pool of employees available to do the work by one. If an employee offered the training turns the offer down and later changes their mind and wants the training, they must make their request known, and for future training situations, if they are the highest seniority employee to be trained, they will be afforded the training.
- f) Employees will be allowed to bank OT hours up to a maximum of twenty-four (24) hours. The hours will be accumulated at one and a half (1 ½) times pay per hour. Time will be submitted in one (1) hour increments. Employees will be required to request hours to be banked in writing for each occurrence. Employees can request to use the time accumulated as time off, or employees can request to have the hours paid out in eight (8) hour increments. If employees choose to use the banked hours as time off the request must be made and approved prior the time being taken off. The parties agree time off will be made available subject to operational availability. Once the hours are used within a calendar year they cannot be replenished. Any hours unused will be paid out at the end of the year.

## **ARTICLE 20 - MEAL HOUR**

A meal allowance of nine dollars (\$9.00) will be granted to any employee required to:

- a) Work two (2) hours or more beyond the end of his regular scheduled eight (8) hour shift.
- b) Report for work more than two (2) hours before the start of his regular scheduled eight (8) hour shift and who is expected to work more than ten (10) consecutive hours.
- c) Work four (4) or more hours on a Saturday.

## **ARTICLE 21 - WELFARE PLAN**

The Company shall make available to its employees a welfare plan, pursuant to the terms and conditions of Exhibit A which is attached hereto and forms part of this agreement.

## **ARTICLE 22 - WAGES**

### 22.01 General

#### a) Pay Periods Defined

Each pay period shall be every two (2) weeks based on the current pay cycle.

#### b) Direct Deposit

The pay cheques shall be directly deposited on payday Thursday of each pay cycle.

#### c) Deductions

Except those required by law, deductions from any employee's wages shall be made only on authority of the employee.

#### d) Pay Statements

Pay statements will include all information required by Federal and Provincial Statutes or as required by this Agreement.

### 22.02 Temporary Work Assignment

- a) It will be the policy of the Company that employees who are temporarily assigned to perform the duties in a job category with a higher rate will be paid the higher rate for the period of time they are assigned to perform those duties. Should such time exceed four (4) hours then the employee shall receive the higher rate of pay for all hours worked in that day.

- b) No employee will receive a lower rate of pay for working in a classification or job that is in a lower paid job or classification, such employee shall receive their higher rate of pay.

#### 22.03 Ratification Signing Bonus

All employees actively at work at the time of ratification will receive a lump sum payment in the amount of five hundred dollars (\$500.00), subject to all normal payroll taxes, as soon as administratively feasible following ratification. Employees who are not actively at work at the time of ratification, but who return to the workplace prior to 12/31/23, will be paid the lump sum when they resume active employment. Should an employee not actively at work at the time of ratification fail to return prior to 12/31/23, they will not receive the lump sum.

#### 22.04 Driver Job Classifications

The following two (2) job categories are included in the bargaining unit:

- a) Class 1 Driver
- b) Class 5 Driver

The number of employees in each job category will be determined by the Company and all candidates for these positions must be fully qualified drivers in order to be considered for the positions. Internal applicants will be considered for future openings; however, interested employees must take full and appropriate training at their own expense and on their own time. Possession and maintenance of the appropriate Class of drivers' license is a fundamental qualification for all employees employed as drivers. It is the employee's responsibility to perform all tasks necessary to maintain their driver's license. Where a driver is prohibited from driving or otherwise experiences loss of their qualifications, they will not be permitted to bump into a warehouse position, displacing other employees.

In instances of layoff the provisions of Article 14 of the Collective Agreement shall apply. (For clarity, when making promotion, layoff, and/or recall decisions, drivers and warehouse operations personnel are not considered to be "relatively equal" except in cases where an employee has worked as a full time employee in the classification in question).

Class 5 Drivers will start at the pay rate of three dollars (\$3.00) per hour below the end/base rate and increase to one dollar and fifty cents (\$1.50) per hour below the end/base rate after one hundred twenty (120) days worked. After two hundred forty (240) days worked the rate will increase to the end rate of pay.

22.05 Wage Schedule

<b>Job Classifications</b>	<b>Feb. 1, 2023</b>	<b>Feb 1, 2024</b>	<b>Feb. 1, 2025</b>
	4%	3.5%	3.5%
Warehouse Specialist (End Rate)	\$30.52	\$31.59	\$32.70
Shipper/Dispatch	\$31.37	\$32.47	\$33.61
Receiver	\$31.04	\$32.13	\$33.25
Class 1 Driver	\$33.12	\$34.28	\$35.48
Class 5 Driver	\$30.82	\$31.90	\$33.02

- a) The starting wage rate for warehousing shall be three dollars (\$3.00) per hour below the end/base rate. The rate will increase to one dollar and fifty cents (\$1.50) per hour below the end/base rate after one hundred twenty (120) days worked, and after two hundred forty (240) days worked the employee wage will be increased to the end/base rate.
  
- b) A First Aid Attendant is an employee who has the qualifications required by the Alberta Occupational Health and Safety Regulations, and who is designated by the Company to carry out first aid duties. Qualified first aid attendants will be selected on the basis of seniority. The Company will pay the course cost for a First Aid Attendant to maintain or acquire required tickets. Employees who are First Aid Attendants receive a premium rate of fifty cents (\$0.50) per hour.
  
- c) Employees who perform duties as Guillotine Operator will receive a premium rate of seventy-five (\$0.75) cents per hour for hours worked in that capacity.
  
- d) An employee, who is assigned by the Company to act as a lead hand, shall be paid an additional fifty cents (\$0.50) of his classification. While acting in this capacity, the assigned individuals will not be required to discipline any other bargaining unit member. The employee would be required to perform the following:
  - i. Assign work to other bargaining unit members;
  - ii. Promote the safety of employees;
  - iii. Assist in building security (lock up of building and monitor any non-employees in the building);
  - iv. Make any decision deemed necessary to promote superior levels of customer service;
  - v. Perform normal bargaining unit work.
  
- e) Employees who operate the guillotine during their shift, will have time spent on the guillotine paid in increments of one (1) hour(s). (i.e. If an employee works one (1) hour and ten (10) minutes during his shift on the guillotine, he will be paid two (2) hours at the guillotine rate.
  
- f) Long Combination Vehicle Drivers will be paid a premium of one dollar (\$1.00) per hour for designated LCV trips.

- g) Vacation Relief/Casual Employees will be paid an hourly rate of five dollars (\$5.00) per hour below the end/base rate.
- h) A shift differential of seventy cents (\$0.70) per hour shall be paid for all hours worked between 5:00 PM and 5:00 AM.
- i) All pay raises are retroactive back to February 1, 2023.

### **ARTICLE 23 - DRIVER TRAINING**

Class 1 Driver Training:

The Company will pay employees (by seniority order if more than one apply), as needed who take the initiative to complete Class 1 driver certification. The training will be a course that offers class work and “behind-the-wheel” training. Employees must get Company approval prior to taking the training.

The employee must have;

- a) Been a driver for the Company for a minimum of (2) two years; working as a class 5 spare driver will count towards the two (2) year requirement
- b) Completed the training on their own time,
- c) Agree to sign a promissory note stating they will continue to work for the Company for an additional three (3) years,
- d) Prior approval of the Company prior to starting the training to make sure a spot is open.

Employees who have been trained prior to February 1, 2018 in the Class 1 Driver position will continue to receive Class 1 Driver pay. All employees hired after the February 1, 2018 who receive Class 1 Driver training will be paid a Class 1 Driver premium when they work as a Class 1 Driver.

Employees who have the company pay for their training must stay in the position for a minimum of three (3) years. If the employee leaves the position during the first year in the position, that employee owes the Company one hundred percent (100%) of the training costs. If the employee leaves the position during the second year in the position, that employee owes the Company fifty percent (50%) of the training costs. If the employee leaves the position during the third year in the position, that employee owes the Company twenty-five percent (25%) of the training costs.

When an employee is accepted into a driver training course, the Company will apply for any available funding from third party sources, on behalf of the employee, and make payment directly to the training course. The Company will not pay for retests or for additional hours required as a result of failing the test. An employee who enters into the training program must successfully complete the program within (12) twelve months after they start the course, and failure to complete the training program will result in full repayment of all training costs incurred to date. In this event, the Union and the Company will meet to discuss a repayment plan.

Class 5 Spare Driver Training:

Effective January 2016, the Company agrees to maintain a roster of one (1) Class 5 spare driver. Such opportunity shall be offered in seniority order to warehouse employees who are interested based on the following:

- a) The Company will provide driver training through a Company online training program. The times and location of the training will be determined by the Company, such training shall be on Company paid time.
- b) All training courses and tests shall be paid for by the Company.
- c) The employee receiving the training must use their license when required by the Company or the agreement to perform driver work for a minimum of one (1) year from the time of completing any course or testing.
- d) As a spare driver the employee will select vacation from the driver's vacation schedule.
- e) When not performing spare driver work covering off vacation, absenteeism or overflow or additional work of the regular drivers such employee shall work their regular job in the warehouse, on day shift.
- f) When performing driving work such employee shall be paid at the driver rate.
- g) Such employee shall be provided with Company driving procedures, practices and route training by current drivers on Company paid time.
- h) Employees in posted positions cannot apply for this position.

#### **ARTICLE 24 - LEAVE OF ABSENCE**

The Company is of the opinion that granting of leave is a matter between the employees and the Company. The Company will, however, consider length of service and will endeavor to arrange leaves of absence to suit the employee's wishes. Employees who have ten (10) or more years of service will be given special consideration.

##### 24.01 Union Leave

The Company agrees that it is proper to grant leave to employees who have been elected or appointed to office in their Union, or who have been nominated or elected to federal, provincial or municipal office. However, it is not the intention of the Company to grant life-time leaves of absence.

In case of an employee being appointed to, or elected to Union office in his Union, leave of absence up to one (1) year will be granted subject to the Company's ability to staff its facilities. Further leave may be granted by mutual consent. Employees elected to federal, provincial or municipal office shall be granted as much leave as is necessary during the term of such office.



The Company will grant additional leave of absence to one (1) employee, at any one (1) time, to enable the employee to attend local Union business such as local meetings, legal matters, conferences and educationals upon seven (7) calendar days written notice where possible. Up to an additional two (2) employees may be granted leave provided operational requirements permit. The total number of all such leave days will not exceed thirty (30) working days per calendar year excluding days spent at negotiations.

#### 24.02 Compassionate Care Leave

The Company agrees to follow the Alberta Compassionate Care Leave program as established July 2014, Part 2, Division 7.2 of the Employment Standards Code (Code).

#### 24.03 Bereavement Leave

When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of three (3) days. Two (2) additional paid leave days will be granted in the event of a deceased spouse, son or daughter, or mother or father.

Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, mother, father, legal guardian, brothers, sisters, sons, daughters, step-children, mother-in-law, father-in-law, step-parents, grandparents and grandchildren, sons-in-law, daughters-in-law.

Compensable hours under the terms of this article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holiday, but will not be counted as hours worked for the purpose of computing overtime.

#### 24.04 Domestic Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance at work.

Workers experiencing domestic violence will be able to access approved days of leave for attendance to medical appointments, legal proceedings and any other necessary activities, in accordance with domestic violence leave as outlined in the employment standards code. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

The Company will agree to meet with the employee to minimize the work-related impact and discuss any temporary accommodations to their regular assigned shift and duties.

**ARTICLE 25 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT**

- a) This Agreement shall be in effect from midnight February 1, 2023 to midnight January 31, 2026 and thereafter month to month subject to the conditions as set out in section (b) to (e) which follows hereunder.
- b) All notices given under the provisions of this article on behalf of the Union shall be given by the president of the Local Union, or his representative, and similarly notices on behalf of the Company shall be given by the president of the Company or their representative.
- c) This agreement may be opened for collective bargaining as to changes as follows. Either party desiring any changes shall mail to the other party notice in writing by registered mail not more than one hundred twenty (120) calendar days nor not less than thirty (30) calendar days before the expiry date of the agreement. If no such notice is given within the period noted in this Section (c), the earliest time that such notice can be given is the corresponding dates in the following year.
- d) If notice of desire for changes has been given in accordance with Section (c) above, the parties shall as soon as agreeable to the parties following such date of notice meet for collective bargaining. The Company being represented in such negotiations by a bargaining committee appointed by the Company and the Union being represented by a bargaining committee selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this agreement.
- e) In case negotiations conducted in accordance with Section (d) above breakdown, either party may terminate this agreement in accordance with the provision provided in Alberta Labour Relations code.

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Agreement here unto set our signature this 13<sup>th</sup> day of April 2023 at Calgary, Alberta:

For the Company:

For the Union:

[Redacted signature line]

Deborah Moulty  
Human Resources Manager

Karen Caig  
Unifor National Representative

[Redacted signature line]

Chris Lee  
Director for Canada Operations

Ranjit Khakh  
Chief Shop Steward

[Redacted signature line]

Paul Pipes  
Operations Manager

Kurt Tobin  
Committee Member

[Redacted signature line]

Toby Hemmings  
Operations Manager Edmonton

Mike Higgs  
Committee Member

[Redacted signature line]

Jeff Langhout  
Committee Member

## **EXHIBIT "A" - HEALTH AND WELFARE PLAN**

This Exhibit "A", including Schedule "1" which is attached hereto and forms part hereof sets forth the respective rights and obligations of the Company and its employees under the Welfare Plan which the Company has established pursuant to Article 24 of the labour agreement between Imperial Dade Canada Inc., Calgary, Alberta, and Unifor Local 539.

### 1. Compliance:

- a) The Company will comply with the terms and conditions set forth in Exhibit "A".
- b) The Company will use its best efforts to provide coverage in accordance with its obligations set forth in Article 24 and Exhibit "A" of this agreement. The Company's obligation and the welfare plan shall be subject to all limitations found in the contracts of the selected carrier including, among others, the requirement of participation by a minimum percentage of those eligible and conditions under which coverage and benefits may be subject to increased cost or to termination.

### 2. Waiting Period:

All full-time employees who are actively working are eligible for the coverage and benefits set forth in Schedule "1" of this exhibit on the first of the month following three (3) consecutive months of service.

All new employees shall join the welfare plan as a condition of employment, when they become eligible, on the first of the month following three (3) consecutive months of service. Present employees must continue their present welfare plan coverage and enroll in the dental plan and the long term disability plan.

### 3. Changes in Classification:

The regular wage rate of the employee in effect on the signing date of this Collective Agreement and February 1 and August 1 of each year will determine his entitlement to group term life, accidental death and dismemberment, and non-occupational accident and sickness insurance coverage as outlined in the schedule contained in Exhibit "A". Where an employee's regular duties consist of more than one job, his regular rate shall be deemed to be the average of the rate applicable to such jobs.

### 4. Costs:

Net costs of the coverage and benefits made available to participating employees under the Welfare Plan will be shared between the Company and the said employees in accordance with the following:

Group Term Life Insurance, Accidental Death or Dismemberment Insurance:

Company     One hundred percent (100%)

Premiums for extended medical care coverage for employee only and family [employee and dependent(s)] coverage, whichever is applicable:

Company Eighty five percent (85%)  
Employee fifteen percent (15%)

Non-Occupational Accident and Sickness Insurance and Long Term Disability Plan:

Company Seventy percent (70%)  
Employee Thirty percent (30%)

5. Changes in Premiums and Contributions:

It is understood that any change in respect of the premium rate charged by the carrier, can be effective on the date the new premium rate is required. Company-employee premium sharing of the new rate may also be effective as the date the new premium is required.

6. Disputes:

Disputes arising out of agreed to levels of benefits, interpretation and current benefit plan rules are subject to the grievance procedure if any disputes arise.

Any such dispute shall be adjudicated under the terms of such coverage contract.

7. Definition of Spouse

Spouse means a person who is 1.) Either legally married to an employee, or 2.) If not legally married cohabits with the employee in a conjugal relationship, which is recognized as such in the community in which the employee resides, for at least twelve (12) months at the time of application. The term conjugal relationship shall be deemed to include a conjugal relationship between partners of the same or opposite sex.

8. Definition of Dependent

Unmarried children from birth (including adopted, foster and step-children) who are less than twenty-one (21) years of age and unmarried children who are full-time students and dependent upon the employee for support will be eligible until age twenty-five (25). Further, any mentally or physically handicapped child may remain covered past the maximum age.

## **SCHEDULE 1 - WELFARE PLAN**

Attached to and part of Exhibit “A”, this Schedule “1” sets forth the coverage and benefits of the welfare plan.

### 1. Group Term Life Insurance:

The welfare plan will include group term life insurance of eighty thousand dollars (\$80,000.00). Benefits will be payable as a result of death from any cause on a twenty-four (24) hour coverage basis.

### 2. Accidental Death and Dismemberment Insurance:

In addition to the above group term life insurance coverage, the welfare plan will include accidental death insurance of eighty thousand dollars (\$80,000.00).

Dismemberment insurance benefits of the welfare plan will be in accordance with the schedules offered by the particular carrier involved, such coverage to be on a twenty-four (24) hour basis.

### 3. Salary continuance (short-term disability):

The welfare plan will include non-occupational accident and sickness insurance equal to 66.67% of the employee’s regular straight time rate, exclusive of all premiums and fringe benefits, for forty (40) hours per week. Salary continuance (short-term disability) benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness except when confined to a legally constituted hospital as a bed patient. The benefit will then commence retroactively to the first day of disability. Benefits will be payable for a maximum of fifty-two (52) weeks during any one (1) period of disability.

Each of the hourly job rates in the table below is defined as the straight time rate of the employee’s regular job exclusive of all premiums and fringe benefits.

### 4. Standard Extended Health Benefit Plan:

The Extended Health Plan will be reimbursed at generic drug levels.

The maximum vision care benefit will be three hundred dollars (\$300.00) every two (2) years effective the first of the month following ratification of this collective agreement.

**Other terms and conditions of the plan can be found in “Your Group Benefits” booklet, Contract #103025 (SunLife) and Contract #151025 (Sunlife), which are part of Schedule “1”.**

### 5. Long Term Disability Plan:

The welfare plan will include a long term disability plan which will provide for the following:

The plan shall apply only to non-occupational disabilities.

- i. On expiry of salary continuance (short-term disability) benefits, following fifty-two (52) weeks payment, and if the employee continues to be disabled, the plan will provide benefits of fifty percent (50%) of regular weekly earnings calculated at forty (40) times the disabled employee's hourly straight time job rate at the date of onset of disability plus any negotiated increases to that hourly straight time job rate which would take place during the fifty-two (52) week elimination period.

There will be a minimum of sixty (60) months of benefit payment for persons with sixty (60) or less months of service. Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) months of service with the Company up to the date of onset of disability. In any event, benefit payment will not be paid beyond age sixty-five (65) and in all cases will cease on recovery.

**Other terms and conditions of the plan can be found in "Your Plan" booklet, Contract #12LRO (SunLife SSQ Insurance), which is part of Schedule "1".**

- ii. Premium costs will be borne seventy percent (70%) by the Company and thirty percent (30%) by the employee.

The Union accepts the foregoing long term disability plan as payment in kind of the employees' share of the reduction in the unemployment insurance premium resulting from the qualification of the weekly indemnity plan under unemployment insurance regulations.

#### 6. Dental Care Plan:

The welfare plan will include a dental care plan based on the following general principles.

- a) The Dental Care premium costs will be borne ninety percent (90%) by the Company and ten percent (10%) by the employee. Dental Care premiums will be effective February 1, 2019.
- b) Basic dental services (Plan A) - Plan pays eighty percent (80%) of the approved schedule of fees.
- c) Prosthetics, crowns, and bridges (Plan B) - Plan pays fifty percent (50%) of the approved schedule of fees.
- d) Orthodontics (Plan C) - Plan pays fifty percent (50%) of the approved schedule of fees. The maximum benefit will be two thousand three hundred dollars (\$2,300.00) per person for all services provided by an orthodontist.
- e) Orthodontic services may commence only after the patient has been covered continuously for twelve (12) months.
- f) In (a), (b), (c), and (d) above, "approved schedule of fees" refers to the usual customary fees, as recognized by the carrier.
- g) Dental reimbursement to be based on current year fee costs and reimbursements.

**Other terms and conditions of the plan can be found in “Your Group Benefits” booklet, Contract #103025 (SunLife), and Contract #151025(Sunlife), which are part of Schedule “1”.**

7. Pension Plan:

For employees hired up to and including June 11, 2010, the plan is:

*Defined Benefit*

- i. The plan will be non-contributory.
- ii. All continuous service with Fletcher Challenge Canada Limited will be recognized, less any service accrued in another pension plan which the Company has contributed to for the same period of continuous service.
- iii. A minimum retirement income for any employee who:

<b>Retires at normal retirement age on, or after....</b>	<b>Value for each year of accredited service</b>
a) June 1, 1995	Forty (\$40) per month.
b) February 1, 1998	Forty-three (\$43) per month for all future service as calculated, after February 1, 1998.
c) February 1, 2000	Forty-four (\$44) per month for all future service as calculated, after February 1, 2000.
d) February 1, 2002	Forty-five (\$45) per month for all future service as calculated, after February 1, 2002.
e) February 1, 2003	Forty-six (\$46) per month for all future service as calculated, after February 1, 2003.
f) February 1, 2004	Forty-seven (\$47) per month for all future service as calculated, after February 1, 2004.
g) March 1, 2007	Forty-eight (\$48) per month for all future service as calculated, after March 1, 2007.
h) February 1, 2008	Forty-nine (\$49) per month for all future service as calculated, after February 1, 2008.
i) February 1, 2009	Fifty (\$50) per month for all future service as calculated, after February 1, 2009.
j) February 1, 2016	Fifty-one (\$51) per month for all future service as calculated, after February 1, 2016
k) The employee will receive the greater of one percent (1%) of earnings up to the Yearly Maximum Pensionable Earnings (YMPE) amount plus 2% of earnings in excess of the Yearly Maximum Pensionable Earnings amount or the benefit as identified in a) + b) + c) + d) + e) + f) + g) + h) + i) + j) above	



- iv. An employee who retires between 55 and 65 will receive his pension reduced by the early retirement discount factor as shown below:

<b>Retirement Age</b>	<b>Discount Factor</b>	<b>Discount Factor Effective June 1, 1993</b>
64	0%	0%
63	0%	0%
62	0%	0%
61	0%	0%
60	0%	0%
59	3%	3%
58	6%	6%
57	10%	9%
56	14%	12%
55	18%	15%

- v. If an active participant dies while eligible for early retirement (age 55 or over) the surviving spouse will receive a monthly survivor's benefit for as long as he/she lives. It will be deemed that the employee had retired at the beginning of the month in which he/she died, and the amount of the survivor's pension would be two-thirds (2/3) of the reduced pension that the participant would have received in respect of his/her service. (The reduced pension would be determined as though the employee had chosen a Joint Survivor Benefit with the spouse as the Joint Annuitant.)

Effective June 1, 1993, the current death benefit will be replaced with a provision which would grant pre-retirement death benefits equal to sixty percent (60%) of commuted value of accrued deferred pensions, which will apply to active, pending terminations and disabled members in respect of all credited service. This benefit covers service prior to January 1, 1987.

- vi. The Company will pay a bridge benefit from general revenues to employees who retire on an early retirement date. The bridge benefit will be twenty dollars (\$20) per month per year of service. Employees who retire between the age of 55 and 59 will receive the bridge benefit starting at age 60. Employees who retire on or after age 60 will receive the bridge benefit on their retirement date.

Payment under this provision will cease at the end of the month immediately preceding the month in which the employee who retires under the provision attains age 65 or dies, whichever occurs first.

For employees hired on or after June 12, 2010, the plan is:

*Defined Contribution*

- i. Employee participation will be mandatory.
- ii. Enrolment will occur after six (6) months of continuous employment.

- iii. Employee mandatory contribution will be three percent (3%) of base earnings for regular work scheduled hours to a maximum of two thousand eighty (2080) hours per year.
- iv. The Company will match the employee's contribution up to a maximum of four percent (4%).

	<b>Mandatory Contribution</b>	<b>The Company will match the employee contribution up to 4%</b>
Employee	3%	4%
Company	3%	4%

8. Retiree Benefits

The parties agree that the Company will work with the benefits plan provider to afford employees access to post-retirement programs for the purpose of gaining access to purchase various benefits at the employee's cost.

**ARTICLE 14 - SENIORITY – ADDENDUM #1**

In respect to the contract language [REDACTED] will precede [REDACTED] for the purpose of Seniority.

**LETTER OF UNDERSTANDING # 1**

BETWEEN:

Imperial Dade Canada Inc., (hereafter “Company”)

and

Unifor, Local 539 (hereafter “Union”)

**WORKPLACE HARASSMENT POLICY**

The parties recognize the current Company harassment policy in place and effect and the Company shall make such policy available to all employees and post it in a conspicuous place at the worksite at all times.

The Company agrees to notify the Union immediately once a complaint has been raised under the Company policy and the Union agrees to notify the Company immediately should a complaint be received by the Union.

**POLICY STATEMENT**

Imperial Dade is committed to providing a work environment that is free from harassment. Imperial Dade promotes a workplace culture of dignity and respect for all employees as well as a safe, appropriate, and productive work environment.

This Workplace Harassment Policy sets forth Imperial Dade’s policies against harassment, including the standards to which Imperial Dade employees must comply and the complaint procedures employees must follow when they believe a violation of this policy has occurred. The purpose of this policy is to provide employees with an effective method, without threat of reprisal, to address harassment. Every employee is required to follow our policies against harassment and to bring to the Company’s attention any action that does not comply with those policies.

This policy applies to all Company facilities and employees in Canada.

**POLICY**

**A. Prohibition Against Harassment**

Any type of harassment against any Imperial Dade employee is prohibited.

This policy applies to all employees at all Canadian locations, including supervisors and managers, as well as third parties such as temporary workers, contractors, consultants, vendors and customers. All employees are expected to conduct themselves in accordance with this policy when they are on Company premises, at a Company-sponsored event and when conducting business on behalf of the Company. Harassing conduct is prohibited whether committed by managerial or non-managerial employees, temporary workers, contractors, consultants, vendors or customers. Prohibited conduct includes any conduct that unreasonably interferes with someone’s work performance or creates an intimidating, hostile or offensive work environment.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome based on a prohibited ground of discrimination in accordance with provincial legislation or psychological harassment.

Harassment also includes any conduct, comment or gesture against an employee that is known or ought reasonably to be known to be unwelcome. This includes any action that is likely to cause discomfort, offence or humiliation to any employee, such as bullying or verbally abusive behavior.

Conduct may be considered harassment, whether it is:

- verbal – such as words, jokes, foul language, derogatory statements or slurs based on any protected characteristic, comments about someone’s body, or unwanted sexual flirtations;
- physical – such as improper touching or assault; or
- visual – such as explicit or derogatory posters, cartoons, electronic images, drawings based on any protected characteristic or obscene gestures.
- Psychological such as any vexatious behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affect a person’s dignity or psychological or physical integrity and that results in a harmful work environment for the person.

Sexual harassment includes any conduct, comment, gesture, or contact of a sexual nature that: (i) is likely to cause offence or humiliation to any employee or create a negative psychological or emotional work environment; or (ii) might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on any aspect of the employment relationship, including any opportunity for training or promotion.

Offering or implying to offer employment benefits in exchange for sexual favors is prohibited. No supervisor or manager shall threaten or insinuate, either explicitly or implicitly, that an employee’s submission to or rejection of sexual advances will in any way influence any personnel decision involving him/her. Unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature are strictly prohibited.

Psychological harassment may be manifested in various ways, depending on the context and the circumstances, for example:

- Preventing the person from expressing himself or herself, such as constantly interrupting the person, preventing the person from talking to others;
- Isolating the person, such as shunning the person, distancing the person from others;
- Discrediting the person, such as spreading rumors about the person, ridiculing or humiliating the person;
- Belittling the person, such as forcing the person to engage in absurd actions, denigrating the person in front of others, making fun of the person; and
- Threatening, being aggressive toward the person, such as yelling, pushing, damaging the person’s property.

## **B. Complaint Procedures**

Every employee, regardless of his/her position, must comply with this policy, take appropriate measures to ensure that prohibited conduct does not occur and report any actions which do not comply with this policy as quickly as possible.

Any employee who believes that he/she has been the victim of or witness to harassment or retaliation in violation of this policy, or who has received a complaint of such violation, must promptly report the conduct to management or Human Resources. Specifically, the employee must report the incident to one of the following:

- his/her supervisor or manager;
- his/her supervisor's or manager's manager;
- a Human Resources Business Partner or Director; or
- the HelpLine (1-800-461-9330 or [www.ImperialDade.com/Hotline](http://www.ImperialDade.com/Hotline)).

An employee is not required to first report the incident to his/her supervisor or manager; he/she may bypass the chain of command and choose from the list above. Complaints are not required to be in any particular form and may be oral or written. Employees should be prepared to work with management and Human Resources as necessary to identify and address the issue, including to:

- fully cooperate with any investigation that is required to resolve the issue and/or concern; and
- immediately report any signs of retaliation to one of the management or Human Resources individuals listed above.

All reports of harassing conduct will be handled promptly, fairly, impartially, and thoroughly by qualified personnel. Complaints will be handled as confidentially as possible (consistent with conducting an appropriate investigation). Further, the results of any investigation will be timely addressed and dealt with appropriately. To the extent misconduct is found, appropriate remedial measures will be taken.

### ***What to do in cases of Harassment***

If you have experienced any form of harassment in the workplace or you witness any form of harassment or have reason to believe that another employee is subject to harassment, you should immediately take the following steps:

1. Document the Incident. Where possible, take detailed written notes or otherwise record the incident, including the date, time, place and details of what was said and done, names of possible witnesses and the surrounding circumstances.
2. Communicate. If you are comfortable doing so, clearly communicate to the individual that his or her behavior or conduct is unwelcome. In some cases, this may be sufficient to put an end to the conduct.

3. Report the Incident. Alert your immediate supervisor, his or her immediate supervisor, Human Resources or call the Imperial Dade HelpLine (1-800-461-9330 or [www.ImperialDade.com/Hotline](http://www.ImperialDade.com/Hotline)). The HelpLine is answered 24 hours/7days.
4. Cooperate with the Investigation. With your assistance, the Company will be able to conduct a timely investigation into the allegations and take corrective action, if necessary.

A supervisor who receives a complaint must immediately advise Human Resources which will be responsible for handling the complaint.

Upon receipt of the complaint, a Human Resources representative (the “Investigator”) will conduct a thorough review of the matter. The Investigator may conduct discussions with you as well as the other individual(s) involved.

At the conclusion of any investigation, the Investigator will make one of the following decisions:

- i. the complaint was substantiated;
- ii. the individual(s) involved voluntarily resolved the matter to your and management’s satisfaction; or
- iii. the complaint was not substantiated.

If a complaint is substantiated, the Investigator will provide recommendations to senior Company management for appropriate disciplinary action as well as proactive steps to avoid a similar incident in the future.

Where required by law, the Company will provide the Joint Health and Safety Committee Representative or health and safety representative, as applicable, with a summary of its investigation.

If warranted, appropriate corrective action will be taken. The range of action could include such measures as a formal apology, referral to appropriate counseling, training, reassignment, temporary suspension without pay, demotion or termination, depending upon the seriousness of the offence.

The Company will inform you and any employee in respect of which harassment has been alleged, in writing, of the investigation and results. Where a party directly involved in an incident is a member of a bargaining unit, the Company will inform the union of the investigation and results. Where a party directly involved in an incident is an employee of another organization, the Company may inform the other organization of the investigation and results.

### **Employee Assistance Program**

The Company offers an Employee Assistance Program (“EAP”) for any employee who may be experiencing harassment in the workplace. The Company encourages employees to seek assistance through this program. For more information regarding

the EAP, please contact Human Resources. To access benefits under the EAP, contact:

Sunlife Lumino Health Virtual Care  
[luminovc.dialogue.co](http://luminovc.dialogue.co)

### **C. No Retaliation**

Imperial Dade does not tolerate threats or acts of retaliation or retribution against employees who make good faith use of the complaint procedures or who provide information about such complaints. The complaint procedures above should be used to report any such actions.

While Imperial Dade does not tolerate retaliation against any employee who files a complaint or brings forward any concerns in good faith, employees found to have filed a complaint or brought forth concerns not based in good faith will be subject to corrective action.

This policy is not intended to discourage or prevent a complainant from exercising any other legal rights pursuant to any other law. An employee has the right to file a complaint/application with the Human Rights Commission/Tribunal in the province in which they work.

### **ENFORCEMENT**

The Company will post this policy and ensure that all employees are aware of the content of this policy and the conduct that it addresses.

Failure to comply with this policy may result in appropriate disciplinary action, up to and including termination.

### **APPLICABILITY**

This policy supersedes all prior policies regarding this subject matter. This policy may be amended, revised and/or superseded at any time. This policy will be reviewed on an annual basis to ensure continued compliance with statutory requirements.

**LETTER OF UNDERSTANDING # 2**

BETWEEN:

Imperial Dade Canada Inc., (hereafter “Company”)

and

Unifor, Local 539 (hereafter “Union”)

**POSTED BACKUP POSITIONS**

The parties agree to meet if requested by the other party during the term of the collective agreement in an effort to develop a new process for covering off work or absenteeism of designated positions in the Shipping, Receiving and Guillotine positions instead of using the current posted backup system.

Any new process agreed to must be in writing and mutually agreed to by the parties; any change to a new process must be ratified by secret ballot amongst the unionized membership. If no mutual agreement is reached then the existing language and process shall remain in full force and effect.



**UNPUBLISHED LETTER**  
**PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund an amount of twelve hundred dollars (\$1200.00) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted annually into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program,  
115 Gordon Baker Road  
Toronto, ON  
M2H 0A8

The Company shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority, benefits, pension and service.

This action will be addressed in an unpublished letter, but is a part of the Local 539 bargaining agreement.