

COLLECTIVE AGREEMENT

BETWEEN

CLARKE TRANSPORT INC.

AND

UNIFOR CANADA LOCAL 4209



JUNE 1, 2017 – MAY 31, 2021

14358 (03)

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ARTICLE 1 - PURPOSE

- 1.01 The parties hereto have entered into this Collective Agreement for the purpose of governing those working conditions and rates of pay set forth in this Agreement for the employees within the scope of this Agreement.
- 1.02 The purpose of this Agreement is to maintain harmonious relations between the Company and its employees and to provide an amicable means of settling any disputes which may arise between them concerning the matters specified in this Agreement.
- 1.03 In this Agreement, the term “employee” means any person employed by the Company in the City of Winnipeg who is not a member of the office staff, does not exercise management functions and is not employed in a confidential capacity in matters relating to labour relations.
- 1.04 In this Agreement, a “probationary employee” means an employee who has not worked a minimum of forty (40) shifts. Partial shifts worked will qualify as one (1) complete shift.
- 1.05 In this Agreement, a “part-time employee” means an employee who is hired onto the part-time list and is called to work to replace employees who are temporarily absent from work or to supplement the work force during peak periods.
- 1.06 In this Agreement, a “full-time employee” means an employee who is hired onto the full-time list and is available for and normally works forty (40) hours per week.
- 1.07 In this Agreement, a “regular employee” means an employee who has worked a minimum of forty (40) shifts. Partial shifts worked will qualify as one (1) complete shift.
- 1.08 In this Agreement, “working days” shall mean Monday to Friday excluding Statutory Holidays.
- 1.09 (a) A “leadhand” shall be defined as a person who may perform work and direct the work of other employees within the dock department only and he shall be a Union member. He shall not have the authority to hire, fire, or penalize. He may relay operational instructions from Management to employees outside the dock department only when he is working at the terminal as a leadhand.
- (b) When a leadhand is required to drive or perform overtime work, he shall only enjoy work preference according to his seniority and qualification and he shall not suffer the loss of leadhand premium. A leadhand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his terminal seniority regardless of qualifications.
- (c) A leadhand will be appointed when a regular leadhand is not on duty. The position will be filled by the most senior regular full-time employee. If a regular shed person becomes a leadhand by bidding on a particular shift that was bulletined, he cannot be displaced as a leadhand by a more senior employee who may work with him on his particular shift.

- (d) The Company will continue the current practice of utilizing leadhands as required to perform shunting operations. Any employee operating or assisting in the movement of boxcars will be paid the leadhand rate of pay.
- (e) Should a leadhand resign from his leadhand duties he must provide the Company with notice in writing, a minimum of two (2) weeks prior to the resignation date.

1.10 The Company agrees that there shall be no contracting out of bargaining unit work which is covered by the Collective Agreement, nor will management personnel handle freight on the dock, unless there are no full-time or part-time employees available to meet the production workload.

This article will not be used to circumvent the hiring of full-time or part-time employees nor will it be used to avoid creating full-time positions. Upon request, the Company will provide the Union with full information with regard to contracting out.

ARTICLE 2 - UNION ACTIVITIES – NO DISCRIMINATION

- 2.01 No employee shall be discharged or discriminated against in any way by the Company for membership in the Union or for any lawful Union activities, provided, however, that no Union activities shall be carried on during working hours which might interfere with an employee's work.
- 2.02 The Company agrees to make its lunchroom available to the Union for the purpose of Union meetings at suitable times outside working hours, provided appropriate arrangements are made for the security of the building and the Company property.
- 2.03 The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.

ARTICLE 3 - RESERVATION OF COMPANY RIGHTS

- 3.01 Except where otherwise specifically stated in this Agreement, all rights and functions in connection with the business of the Company shall belong to the Company and, without limiting the generality of the foregoing, the Management of the Company and the direction of the working force, including the right to plan, direct and control plant operations, to maintain the discipline and efficiency of employees, to require employees to observe Company rules and regulations and to suspend, transfer, promote, demote or discharge employees for cause, are to be the sole right and function of the Company.
- 3.02 Except as otherwise provided in Article 8, where any employee or the Union is of the opinion that an employee has been suspended, transferred, promoted, demoted or discharged without cause, any employee or the Union may make a complaint in accordance with the Grievance Procedure.
- 3.03 When leadhands are to be appointed by Management, a bid will be posted and the leadhand will be selected according to qualifications and to seniority. However, it will be

the sole responsibility of Management to make the final selection provided that, when qualifications are equal, the senior person will be given the preference.

ARTICLE 4 - UNION COMMITTEE

4.01 The Union will appoint Union Committees to represent the Union in its relations with the Company and will inform the Company in writing of the personnel of these Union Committees and of any changes in this personnel.

ARTICLE 5 - BULLETIN BOARDS

5.01 The Company will provide a Bulletin Board in each of their facilities on which Union notices may be posted. Such notices shall not be posted until they have been signed on behalf of the Union.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 A grievance shall be defined as a dispute concerning interpretation and application of any clause in this Agreement and alleged violation of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration.

Step 1 - Firstly, there shall be an earnest effort on the part of both parties to settle such grievances promptly by having a meeting between the aggrieved employee and his immediate supervisor and/or Operations Manager and the Local Chairperson of the Union.

Step 2 - Failing settlement under Step 1, the grievance must be submitted in writing by the Local President or designate to the Operations Manager or Terminal Manager within seven (7) calendar days of the incident. The Operations Manager or Terminal Manager will reply in writing within seven (7) calendar days of receipt of the written grievance.

Step 3 - Failing settlement under Step 2, a meeting will be held between the designates of the Company and the Union to attempt to settle the dispute. If the dispute cannot be settled within fourteen (14) calendar days of the Step 2 reply to the grievance the matter will be referred to arbitration.

However, if mutually agreeable, the matter may be referred to a conciliator/mediator prior to referral to arbitration.

6.02 Any of the time limits referred to in this Article may be extended by mutual consent of the parties.

6.03 Any formal entry which relates to an employee's conduct and which could be used for the purpose of administering discipline, shall be placed in an employee's file for a period not exceeding eighteen (18) working months (not including Workers Compensation, disability or leave of absence).

The employee will have access to their own file, when requested.

ARTICLE 7 - ARBITRATION

7.01 Failing settlement under Step 3 of the Grievance Procedure, the matter shall be referred to a sole arbitrator for final settlement. It shall be the responsibility of the party desiring arbitration to so inform the other party in writing within fourteen (14) calendar days of completion of Step 3 of the grievance procedure. Within fourteen (14) calendar days of the request for arbitration, the party seeking arbitration will contact the next arbitrator on the following rotating list of arbitrators.

- Arne Peltz
- Diane Jones

If the next arbitrator is unable or unwilling to serve, the grievance will be referred to the next arbitrator on the list.

In the event any of the above listed arbitrators ceases to be available, the parties shall agree to a replacement. In the event an agreement cannot be reached on a replacement, the Minister of Labour shall appoint a replacement. Until the arbitrator is replaced, the remaining arbitrators shall be utilized to hear grievances.

7.02 After the Arbitrator has been chosen by the foregoing procedure, he shall meet and hear evidence of both parties, as soon as possible. The decision of the Arbitrator shall be final and binding on all parties.

7.03 The Union and the Company will equally share the cost incurred by the Arbitrator.

7.04 Each party shall be responsible for the cost of its witness(es) in accordance with the arrangement it has made with its witness(es).

7.05 Each Arbitrator shall not deal with more than one (1) grievance without the mutual consent of the Company and the Union.

ARTICLE 8 - SENIORITY

8.01 A full-time or part-time employee shall be considered on probation until he has worked forty (40) shifts. Seniority will date from the date of entering probationary service, should an employee be found satisfactory and become a regular employee.

When a part-time employee becomes a full-time employee the Company will recognize his seniority date by taking his total shifts worked prior to the first day of his becoming a full-time employee and dividing by four (4). This calculation will represent the cumulative number of weeks worked. These weeks will be counted back from the first day he becomes a full-time employee in order to establish his seniority date.

8.02 Separate seniority lists for full-time and part-time employees will be maintained showing seniority numbers, names and date of last entry into Company service from the date

seniority shall accumulate and shall be posted in both the Company's facilities in January of each year with copies of same forwarded to the Local Union Office.

- 8.03 Protests respecting seniority status must be submitted in writing thirty (30) calendar days from the date the seniority list is posted. When proof of error is presented by an employee or his representative, such error will be corrected, and the agreed upon seniority date shall be final.
- 8.04 An employee shall lose his seniority and his employment shall be terminated if:
- (a) He voluntarily leaves the service of the Company.
 - (b) He is discharged and not reinstated through the grievance/arbitration procedure.
 - (c) He is laid off, subject to recall, and fails to report for duty or give satisfactory reason for not doing so, upon receipt of such registered notification.
 - (d) An employee whose position is abolished or who is displaced must exercise his seniority to a position he is qualified to hold within five (5) working days subsequent to said abolishment or displacement or forfeit his seniority. This does not apply to an employee on bona fide leave of absence.
 - (e) He is laid off and recalled for a period extending beyond nine (9) consecutive months.
 - (f) He takes employment other than that declared and agreed upon when applying for a leave of absence in accordance Article 10.02.
 - (g) Any employee hereunder on leave of absence, weekly indemnity or Workers Compensation, engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name shall be stricken from the seniority list and he will no longer be considered as an employee of the Company.

ARTICLE 9 - BULLETINING AND FILLING OF POSITIONS

- 9.01 Except for promotions to positions of employment outside the scope of this Agreement, promotions and vacancies in existing positions covered by this Agreement shall be bulletined in both facilities to the seniority group for a period of five (5) working days . Employees desiring to apply for this position shall file their application in writing with the officer designated in the bulletin with a copy to the Local Chairperson, all within the said five (5) working days. Senior applicants who have the required ability and competence to perform the tasks shall be given preference in filling the position.
- 9.02 Results of the bulletin shall be posted in both facilities within seven (7) working days of the issuing of the bulletin.

- 9.03 A successful applicant who has been assigned by the Company to fill the vacancy shall receive the rate of the position bulletined on the day he assumes the said duties, however, it should not be later than nine (9) working days from the date of issuing of the bulletin unless the bulletin states a starting date/dates which may be beyond the nine (9) working day period.
- 9.04 (a) This bulletining procedure shall not apply to any position of a temporary nature of thirty (30) calendar days or less. Vacancies of thirty (30) calendar days or less may be filled by a senior employee who wishes to fill that temporary position. Vacancies of more than thirty (30) calendar days will be posted and made available to all employees for the term of the vacancy.
- (b) An additional vacancy will be created if an employee successfully bids on a temporary vacancy. In some cases, the Company may fill this new vacancy on a different shift. All temporary vacancies will be filled according to seniority.
- 9.05 An employee who is assigned to a temporary vacancy shall upon completion of such temporary assignment or subsequent temporary assignments return to his own classification.
- 9.06 An employee who returns from a bona fide leave of absence shall, within three (3) working days of his return, exercise his seniority to any position bulletined in his absence providing he has the ability and competence to fill the position. It shall be the obligation of the employee to inquire as to any bulletins posted during his absences. Copies of said bulletins will be made available by the Company.
- 9.07 In filling a position outside the scope of this Agreement, the Company reserves the right to make a final decision in accordance with its own discretion, but agrees to give preference to employees covered by this Agreement, where possible, in accordance with seniority.
- 9.08 Employees who are appointed by the Company to a position outside the scope of this Agreement shall continue to accumulate seniority for six (6) months provided they continue to pay Union dues after the transfer. Those who are released or wish to return to the bargaining unit, at or prior to the expiration of such six (6) month period, shall be entitled to exercise their seniority in a position covered by the bargaining unit which they are capable of performing satisfactorily.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01 Upon request of any employee for a good reason, the Company may grant a leave of absence in writing without pay for a period not exceeding thirty (30) calendar days. Any such request shall be applied for in writing.
- 10.02 When such leave is granted, the employee shall retain and accrue seniority rights. However, should the employee engage in employment other than that declared and agreed upon when applying for a leave he shall lose his seniority.

- 10.03 Any extension of a leave of absence will be considered and may be granted providing such request is made in writing by the employee, with a copy to the Union, prior to the expiration of the original period of such leave. The Company is not obligated during an extended leave of absence without pay, to continue to pay fringe benefits as covered by the Agreement.
- 10.04 All requests for a leave of absence or extension shall require advance notice in writing of at least five (5) working days. The request shall state the reason and length of leave of absence.
- 10.05 Any employee who fails to return to work upon the expiration of any leave of absence shall be considered to have terminated his service and shall lose all seniority rights.
- 10.06 A maximum of one (1) full-time employee who is elected to a full-time, paid Union position will be granted an unpaid leave of absence for the period of his elected term or terms. The employee shall retain and accrue his seniority rights during his absence. He shall be allowed to directly pay his benefit and pension premiums and will be responsible for all costs related to these plans.

The Company must be notified of his leave in writing a minimum of two (2) weeks prior to the employee commencing the leave and must be notified in writing a minimum of two (2) weeks before his return to work with the Company at the conclusion of his leave.

- 10.07 Upon ten (10) days written notice, an employee who is elected/appointed to serve as a Union representative or delegate will be granted time off without pay to attend to Union business to a maximum of twelve (12) working days per year. A maximum of two (2) employees at a time will be absent under this Article. Additional employees or an employee requesting leave without ten (10) days notice will be granted leave at the Company's discretion.

ARTICLE 11 - BEREAVEMENT

- 11.01 In the event of the death of a full-time employee's father or step-father, mother or step-mother, spouse, son or step-son, daughter or step-daughter, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or grandchild the Company will grant the employee three (3) days bereavement leave with pay on his next three (3) working days following the day of death. These provisions will include common law relationships. Proof of death may be required.
- 11.02 Part-time employees who have been called to work within the seven (7) calendar days following the day of death of the employee's spouse, mother, father, son or daughter will receive one (1) working day off with pay.
- 11.03 Employees who are required to travel more than three hundred (300) miles to attend the funeral of a family member listed in Article 11.01 above may, upon request, receive up to four (4) additional calendar days off without pay.

ARTICLE 12 - JURY DUTY

12.01 Should regular employees be summoned and subsequently report for either jury duty or crown witness duty on a regular workday, they shall be compensated by the Company for any loss of regular earnings less any fees received for the above duty which is required by the court.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 (a) The standard workday will consist of eight (8) or ten (10) consecutive hours of work.

The standard work week will consist of a combination of any of the above shifts to equal forty (40) hours, with at least two (2) assigned consecutive days off. The work week may commence any day of the week provided the shift ends on Saturday.

The pay period will start Sunday and end Saturday.

(b) Part time employees will be scheduled by seniority and efforts will be made to provide maximum number of potential hours of work for senior employees. Employees will not be permitted to displace junior employees at another facility if the expected work at their facility does not materialize after their shift has started.

(c) Overtime work shall be paid for at the rate of one and one half (1½) times the basic hourly rate in fifteen (15) minute increments, for all hours worked continuous with, before, or after an employee's regularly assigned shift. Employees who are asked to work overtime continuous with their regularly assigned shift will be allowed a fifteen (15) minute paid rest break after working one hour of overtime or receive pay in lieu of the break. Overtime shall only be worked upon authorization.

(d) Hours worked on an employee's assigned day off shall be considered overtime as in Article 13.01 (b) only if they cause the employee's work week to exceed forty (40) hours.

13.02 A shift premium of fifty cents (\$0.50) per hour shall be paid at the regular rate for all hours worked between 1700 and 0800 hours. If an employee is working at other than regular rates, the shift premium will still be calculated at fifty (\$0.50) per hour worked.

13.03 If overtime is required at the end of a shift in a facility, the employee(s) currently working on that shift in that facility will be asked to work. Preference will be given according to seniority and classification within that facility.

If the overtime is to be at a time separate from the most recent shift, then available employees from both facilities will be offered the overtime work based on seniority and classification.

- 13.04 (a) If an employee has left the terminal following the completion of his regular employment and is called back to work on that day after so leaving, he shall receive a minimum pay for each such call back equivalent to four (4) hours at time and one half (1½) his basic hourly rate.
- (b) An employee called to work on his assigned day(s) off shall likewise receive a minimum pay for each such call equivalent to four (4) hours consistent with Article 13.01 (c).
- 13.05 The Company agrees to call a replacement on a scheduled shift for an employee who has called in sick in accordance with the following conditions and procedures:
- (a) The ill employee phones in a minimum of two (2) hour before the shift begins.
- (b) Laid off employees who are missing shifts will be called according to seniority.
- (c) The Company reserves the right to leave the position unfilled if the replacement would be working on overtime or if the employees on call according to seniority are already working on a scheduled shift. The Company agrees that a part-time employee will not finish his week ahead of a full-time employee unless a full-time employee is not available for that shift.
- (d) The replacement employee will be called as soon as the absent employee calls in sick and will be entitled to work the remaining hours of that shift. When calling the replacement employee the Company will call in accordance with 13.05(c). If the Company cannot make personal contact it will continue to call in the next employee. When calling, if a voice message box is available, the Company will leave a message indicated that it called and that it was moving forward to another employee.

If sufficient work in their usual classification is not available, employees under guarantee may be required to perform such other work as may be available. Such an employee will have his rate protected and will be paid the higher rate if working in a higher rated classification.

- 13.06 Each employee shall have one fifteen (15) minute coffee break in the first half of his shift and one fifteen (15) minute coffee break in the second half of his shift.
- 13.07 No employee will be allowed to return to work without eight (8) hours off between shifts. The Company will make reasonable efforts to schedule an employee's next shift to accommodate the eight (8) hours rest without that employee suffering the loss of a shift.

ARTICLE 14 - LAY OFFS

- 14.01 (a) A full-time employee may be laid off providing notice has been given to the employee affected. This notice will be given in writing, whenever possible, prior to or at the conclusion of the previous regular shift.

- (b) In the event of a work stoppage, or strike by employees in the railway industry or an Act of God through natural disasters, a telephone notice will suffice.
- (c) Until such time as any full-time employee who has been laid off has been called back to work, no part-time or contract employee shall be allowed to work for the Company.
- (d) Laid off employees shall be recalled by order of seniority

14.02 An employee who has been provided a notice in accordance with Article 14.01 (a) shall have the right to exercise his seniority to a temporary or permanent position which he is qualified to perform.

14.03 A laid off employee must register his name and address and telephone number in writing at time of lay-off with his immediate supervisor. He must also advise in writing, the Union office and the Terminal Manager of any changes of address and telephone number within fourteen (14) calendar days of said changes.

14.04 An employee who has been laid off for a period exceeding thirty (30) consecutive days shall be recalled to service by telephone in order of seniority when work is available.

Upon request of the employee or in cases when the Company is unable to contact the employee by telephone, a written notice of recall will be sent by registered mail.

ARTICLE 15 - DISCIPLINE

15.01 Any employee subject to discipline shall be notified in writing of the alleged misconduct. Except in cases where the safety of people or property are compromised or threatened, an employee shall not be held out of service or disciplined until an investigation and hearing have been held.

15.02 The hearing will be held within seven (7) calendar days of Management's knowledge of the event. The employee will have Union representation during the hearing. At the hearing, both Management and Union shall present the evidence and/or witnesses to support their respective claims.

15.03 The Local Chairperson will be furnished with copies of the relevant material documents.

15.04 The Manager shall make the decision respecting discipline within seven (7) calendar days after the hearing. The decision shall be subject to the Grievance Procedure.

15.05 Any of the time limits referred to in this Article may be extended by mutual consent of the parties.

15.06 Should an employee be required to serve a suspension, such suspension will begin within the disciplined employee's three (3) scheduled working days immediately following the day the decision was rendered. Under no circumstances will the timing of the suspension result in a loss of more hours or days than specified in the discipline.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 All full-time employees shall receive one day's pay at eight (8) or ten (10) hours (as per the employee's normal work shift) for each of the following holidays, provided they have worked a minimum of four (4) days in the fifteen (15) calendar days surrounding the holiday. The fifteen (15) calendar days shall mean and refer to the seven (7) calendar days prior to the holiday, the seven (7) calendar days following the holiday and will include the holiday itself.

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

An additional floating holiday will be taken between December 24th and January 7th of each year. By December 21st, the Terminal Manager and the Local Chairperson will jointly fix the specific date to be taken each year.

The two (2) week Christmas period runs between December 24th and January 7th. The Company will establish the working days for the two (2) weeks according to train schedules and customer demands.

Shifts will be filled according to seniority and qualifications.

- 16.02 Part-time employees who have worked twelve (12) days in the preceding thirty (30) calendar days will be entitled to receive one day's pay at eight (8) or ten (10) hours (as per the employee's normal work shift) for each of the holidays listed in the Employment Standards Act.
- 16.03 The requirements set out in Article 16.01 in order to be entitled to such holidays with pay shall not apply in the case of an employee whose absence on such days is due to illness or accident, and a doctor's certificate to that effect is submitted by the employee, and he has worked in the thirty (30) calendar day period immediately preceding the holiday.
- 16.04 It should be noted that where a holiday named in this Article occurs during the period when an employee is taking an annual vacation to which he has become entitled, such employee receives an extra day of annual vacation pursuant to Article 17.
- 16.05 If any full-time or part-time employee is required to work on a day on which he is entitled to a holiday under this Article, he shall be paid at the rate of one and one half (1½) times his basic hourly rate for all hours worked on that day with a minimum of four (4) hours pay, in addition to any holiday pay he would otherwise be entitled to receive under this Article.
- 16.06 In some cases these holidays may be taken on alternate days to the actual holiday. The Statutory Holiday will only be moved within the same work week as the actual holiday

falls except for the two (2) week Christmas period. In cases where the Statutory Holiday is moved, the above Article 16.05 will apply to the alternate days.

ARTICLE 17 - VACATIONS

17.01 Where a holiday named in Article 16.01 occurs during the period of a vacation with pay, the period of the vacation with pay shall be lengthened by one working day, unless the employee and the Company agree that the holiday will be taken, with pay, at an alternate date.

17.02 Where employment ceases before the completion of a twelve (12) month period, the Company shall pay the employee the amount equivalent to four percent (4%) of his total wages earned in the twelve (12) month period or part thereof or any other vacation pay due to him as outlined in Article 17 for which no vacation pay has been given.

Employees with less than one (1) year of service with the Company as of January 1st each year shall receive one day's vacation per full month of service up to a maximum of ten (10) days vacation and they shall receive for vacation pay an amount equal to four percent (4%) of gross earnings for the reference period.

17.03 Employees who have completed one (1) year service with the Company by January 1st in any year will receive a vacation of two (2) weeks and they shall receive for vacation pay an amount equal to four percent (4%) of gross earnings for the reference period.

17.04 Employees who have completed five (5) years of service with the Company by January 1st in any year will receive a vacation of three (3) weeks and they shall receive for vacation pay an amount equal to six percent (6%) of gross earnings for the reference period.

17.05 Employees who have completed ten (10) years of service with the Company by January 1st in any year will receive a vacation of four (4) weeks and they shall receive for vacation pay an amount equal to eight percent (8%) of gross earnings for the reference period.

17.06 Employees who have completed **twenty (20) years** of service with the Company by January 1st in any year will receive a vacation of five (5) weeks and they shall receive for vacation pay an amount equal to ten percent (10%) of gross earnings for the reference period.

17.07 The time of vacation shall be mutually established between the Company and the employee consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees. Annual vacations are subject to the following conditions:

- (a) Application for annual vacations shall be filed during the month of April. All vacations must be chosen by May 1st at which time the final vacation schedule will be posted.

- (b) No more than twenty percent (20%) of the active full-time employees would normally be allowed to take vacation at one given time. For the purpose of this article active shall mean an employee who has rendered compensated service in the accrued vacation year.
- (c) Vacation shall be applied for in minimum blocks of one (1) week. In weeks where a Statutory Holiday falls one (1) week will be defined as the combination of vacation days and Statutory Holidays. After application has been made for vacation in one (1) week blocks the Company may grant at its discretion vacation requests for periods of less than one (1) week, as long as no more than twenty percent (20%) of the full-time employees are on vacation in that week. Vacations of less than one week will be considered as part of the twenty percent (20%) calculation.
- (d) The period so selected by an employee shall be advanced or postponed to the extent necessary to comply with Article 17.07 (b) hereof, preference being given so far as possible according to seniority.
- (e) An employee may be available for work after his vacation day or days have ended, provided he has given prior notice to the Company. This provision will not apply for vacation periods of one (1) week or longer.

17.08 Where an employee fails to make a selection in accordance with Article 17.07, the period of his vacation shall be selected by the Company.

17.09 Income up to a maximum of fifteen (15) weeks of disability benefits from the Workers Compensation Board or the Short Term Disability Plan will be added to gross earnings from the reference period to arrive at the gross amount used to calculate vacation pay in Articles 17.03, 17.04, 17.05 and 17.06.

17.10 Should an employee attain one of the service milestones outlined in Articles 17.04, 17.05 and 17.06 during the year following January 1st and thereby qualify himself for an additional week's paid vacation, he will acquire the right to do this vacation on his anniversary service date.

The employee will be allowed to take this week's vacation during a period which does not interfere with Company operation or another employee's previously selected vacation.

The Company agrees to award one time twentieth (20th) anniversary milestone of one (1) week extra vacation with pay and one time thirtieth (30th) anniversary milestone of one (1) week extra vacation with pay.

17.11 Each employee will receive a statement on March 1st each year detailing the employee's gross earnings, total vacation monies owing for the vacation year and amount applicable for each day of vacation.

- 17.12 Vacation relief on shifts vacated by the two (2) senior employees will be posted for all vacation periods of one (1) week or more. In weeks where a Statutory Holiday falls one (1) week will be defined as the combination of vacation days and Statutory Holidays. Employees will be permitted to bid on these shifts unless otherwise mutually agreed between the Company and the Union. The shifts will be posted at least three (3) weeks in advance of the vacation period in accordance with the Articles 9.01 and 9.02. Such vacation relief shifts will be awarded on the basis of seniority and the successful applicant will retain the seniority of the vacationing employee for the purpose of maintaining those shifts.
- 17.13 Part-time employees will receive their vacation pay on each cheque in accordance with Employment Standards guidelines.

ARTICLE 18 - HEALTH AND WELFARE PLAN, HOSPITAL, MEDICARE

- 18.01 Employees will be covered by Great West Group Benefit Contract 168843 and 168844. This is a cost sharing plan with the employees paying 60% of the premium. The details of the plan are as follows:
- (1) **Life Insurance and Accidental Death and Dismemberment** - All full-time employees: One times (1x) annual basic earnings rounded to next higher \$1,000. Basic Life coverage for spouse is \$10,000 and for children is \$5,000 per child. Optional life insurance is available.
 - (2) **Supplemental Unemployment Benefit** - In the event an employee is off sick for an extended period of 17 weeks or less, the Company will pay 75% of his regular wages during the two (2) week waiting period prior to the employee receiving EI benefits and will then top up EI benefits to 75% of regular wages for the next fifteen (15) weeks.
 - (3) **Long-Term Disability** – 70% of first \$2,500 of basic monthly earnings, plus 50% of an employee’s monthly earnings up to a maximum of \$10,000.00 payable after elimination period of 119 days.
 - (4) **Dental Plan** - The Plan provides 100% Basic coverage and 50% Major coverage to a maximum of \$1,500 per person each year. Reimbursement is based on the dental fee guide in effect on the date treatment is rendered. The annual deductible is \$100 each calendar year.
 - (5) **The Extended Health Care Benefit**: The Plan provides for reimbursement of prescription drugs, hospital/medical services and equipment and includes hearing aids, vision care and various paramedical services. The annual deductible is \$100 each calendar year.
- 18.02 No employee shall be eligible for membership in the Plan during his probationary period as defined in Article 1.04.

18.03 **Pension Plan** - The Company shall participate in the National Automobile, Aerospace, Transportation and General Workers Members' Pension Plan or its successor plan and shall contribute to the Union's Pension Trust Fund.

All present employees shall be covered by the Plan as of the effective date. All new full time employees shall become members of the Plan on the first day of the month following completion of twelve (12) months of employment. Employees shall contribute six percent (6%) of earnings as defined herein, which shall be deducted from their pay by the Company.

The Company shall make a matching contribution of six percent (6%) for each employee. For the purpose of this Article, earnings shall be defined as gross earnings.

The total amount shall be remitted monthly to the Union Pension Trust Fund, c/o of the Plan Administrator, no later than the fifteenth (15th) day of the calendar month following deduction.

The Company shall be provided with a statement (at least annually) of all transactions under the Plan. The Company shall, at the date of hire, provide employees with current information and details of the Pension Plan and an enrolment card.

18.04 If the insurance company, the Company or the Union require an amendment to the Plan, the Company and the Union shall, by mutual agreement, decide whether or not to continue with the Plan and otherwise no amendment shall be made to the Plan.

18.05 If the Company requires the job applicant to have a physical examination prior to hiring, such examination shall be made by the Doctor chosen by the Company, and the cost of such examination shall be borne by the Company.

ARTICLE 19 - WAGES

19.01 All employees covered by this Collective Agreement shall be paid on an hourly basis in accordance with the following schedule or hourly rates:

Classification	June 1, 2017	June 1, 2018	June 1, 2019	June 1, 2020
Lead Hand	\$21.95	\$22.36	\$22.78	\$23.21
FT Warehouseperson	\$20.45	\$20.86	\$21.28	\$21.71
FT Warehouseperson New Hire Year 1	\$17.45	\$17.86	\$18.28	\$18.71
FT Warehouseperson New Hire Year 2	\$18.45	\$18.86	\$19.28	\$19.71
FT Warehouseperson New Hire Year 3	\$19.05	\$19.86	\$20.28	\$20.71
Warehouseperson Part time	\$15.89	\$16.45	\$17.28	\$17.71

19.02 All employees shall be paid every Wednesday for all time worked during one (1) week of the two (2) weeks preceding the week in which said Wednesday occurs, the intention being that the Company shall thereby have security for possible shortages of Company monies or property for which employees are responsible.

ARTICLE 20 - HEALTH AND SAFETY

20.01 The Company agrees that it will supply and maintain at all times sufficient and proper protective clothing for the employee's use when employees are required to handle shipments which may be dangerous to health without protective clothing or equipment. This includes coveralls and gloves provided the employee utilizes same. The Company will provide a safety boot allowance of up to \$100.00 per year upon presentation of a receipt for all employees who have been in the employ of the Company for at least three (3) months. This allotment may be carried over to the following year to allow the employee to apply two hundred dollars (\$200.00) towards the purchase of safety boots. It is mandatory that all warehousepersons wear safety boots. This article applies to part-time employees after one (1) complete year of service

20.02 The Company and the Union agree to maintain a Joint Health and Safety Committee in accordance with the Manitoba Workplace Safety and Health Act, its regulations, codes of practice and guidelines. The Union representation on this Committee shall not exceed two (2) members chosen by the Union.

20.03 Without limiting the generality of the foregoing, the Committee shall:

- (a) Consult with the Company in designing and preparing a written safety and health program.
- (b) Participate in inspections of the workplace at regular intervals, with a minimum interval being quarterly and ensure that the inspections are carried out in a manner determined by the Committee.
- (c) Participate in investigations of accidents and dangerous occurrences at the workplace.
- (d) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
- (e) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
- (f) Record the minutes of the meetings which will be signed by the co-chairs, posted on the bulletin board and copies sent to the Local Union office and the National Representative.

Union members of the Joint Committee will not lose pay or other benefits while fulfilling their duties under the Act. Time spent by members of the Committee in the course of their duties will be considered as time worked and will be paid in accordance with the terms of this Agreement.

- 20.04 Each Union member of the Committee will be granted an educational leave for a period of two (2) normal working days each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division or the Unifor and its labour affiliates such as the Manitoba Federation of Labour or the Winnipeg Labour Council.
- 20.05 It is the intent of the Company to furnish copies of all Company rules, policies and the minutes of the Health and Safety Committee meetings to the Local Union office.
- 20.06 In the event an employee is injured as a result of an accident while in the course of his employment, the Company will pay the employee full wages for the day of the accident provided the employee files a claim with the Workers' Compensation Board and the claim is accepted.
- 20.07 Depending on the severity and circumstances of an accident or injury, the Company reserves the right to send the employee for post-accident drug and alcohol testing.

ARTICLE 21 - UNION SECURITY

- 21.01 The Company shall, during the life of this Agreement deduct, as a condition of each employee's continued employment, from each cheque due to each such employee, a sum equal to Union monthly dues and initiation fees in an amount certified by the Union to the Company to be currently in effect according to the Union Constitution and Bylaws and remit same prior to the tenth (10th) day of the month following the month in which such deduction is made, to the Local Union Treasurer.

The Company will, at the time of making each such payment to the Treasurer, include the names of the employees from whose pay such payment has been deducted.

- 21.02 The said deductions shall commence, in the case of each employee who is in the employment of the Company at the effective date of this Agreement, and, in the case of each employee entering the employment of the Company subsequent to the effective date of this Agreement, with the calendar month in which his first pay cheque from the Company is received by him.
- 21.03 Part-time employees shall be subject to Union dues as prescribed by the Collective Agreement.
- 21.04 The Company agrees to provide to the Local Union Office in January of each year, the name, address, telephone number, classification and rate of pay of each employee covered by the Agreement.

21.05 The Company agrees that it will require all new employees to complete Union Form OR-B-1771 and forward the completed form to the Local Union Office within thirty (30) calendar days of hiring the employee.

ARTICLE 22 - PART-TIME EMPLOYEES

- 22.01 (a) Part-time employees will have their own separate seniority list.
- (b) Part-time employees can bid for full-time employee status when a full-time employee is no longer on the seniority list, or when a new additional full-time position is created, or on a temporary vacancy as described in Article 9.04 (a).
- (c) A part-time employee who has not worked for fifteen (15) calendar days when work is available and does not have an explanation acceptable to the Company will be taken off the seniority list.
- (d) The Company can use an outside agency for replacement of part-time employees and to answer customer demands only when the part-time list has been exhausted.
- 22.02 Part time employees will be covered by all provisions of this Agreement except Articles 10, 12, 14, 18 and 23.

ARTICLE 23 - SICK LEAVE CREDIT

23.01 Each full-time employee at his first and subsequent anniversary dates will have available to him, a maximum of three (3) bridging days (maximum thirty (30) hours) of sick pay per year. Half days are permitted. There will be no more than the above thirty (30) hours paid per year.

ARTICLE 24 - EXPIRATION AND RENEWAL OF THIS AGREEMENT

24.01 This Agreement shall be effective as of the first day of June, 2017 for employees in the employment of the Company at the date of signing of this Agreement, and shall continue in full force and effect until midnight of the 31st of May, 2021 and shall continue in effect from year to year thereafter unless written notice of termination or revision thereof is given to either party at least thirty (30) calendar days prior to the first day of June in any year.

ARTICLE 25 - PAID EDUCATION LEAVE


25.01 The Company agrees to pay into a special fund, one cent (\$0.01) per hour per employee for all hours worked for the purpose of providing paid education leave. The funds will be to upgrade employee skills in all aspects of trade union functions, legislation and health and safety matters.

Such monies will be paid on a monthly basis into a trust fund established by the National Union Unifor, made payable to the Unifor Leadership Training fund and sent by the Company to the following address:


PEL Training Fund, Unifor Canada
205 Placer Court,
Toronto, ON M2H 3H9

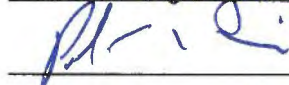
Signed this 6th day of July 2017


FOR THE COMPANY:



FOR THE UNION:







LETTER OF AGREEMENT # 1 RE: NUMBER OF LEADHANDS


BETWEEN
CLARKE TRANSPORT
AND
UNIFOR CANADA LOCAL 4209

Re: NUMBER OF LEADHANDS

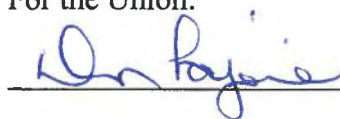
The Company agrees that it will retain the two (2) existing leadhands (Mike Jesso and John Lamboo) in their position, however, upon resigning from leadhand duties, retirement, permanent resignation or termination, of any of the above existing two (2) leadhands, the Company shall reduce, maintain or increase the number of leadhands at its discretion.

Signed this 6th day of July 2017

For the Company:



For the Union:



LETTER OF AGREEMENT # 2 RE: OVERTIME


BETWEEN
CLARKE TRANSPORT
AND
UNIFOR CANADA LOCAL 4209

Re: OVERTIME

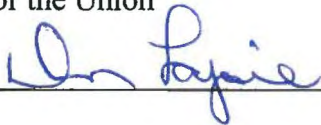
The Company and the Union recognize that in the industry overtime may be necessary in order to provide service to the customer. It is agreed that the parties will cooperate in an effort to avoid inconvenience to the customer.

Signed this 6th day of July 2017

For the Company



For the Union



LETTER OF AGREEMENT # 3 RE: STEEL POSITION

BETWEEN
CLARKE TRANSPORT
AND
UNIFOR CANADA LOCAL 4209

Re: STEEL POSITION

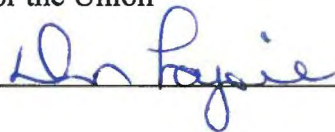
The Company agrees to maintain the steel position and post it with assigned hours as long as that business remains. It is understood and agreed that the employee in this position may be assigned other duties in addition to the steel work.

Signed this 6th day of July 2017

For the Company



For the Union



LETTER OF AGREEMENT # 4 RE: LABOUR MANAGEMENT COMMITTEE

BETWEEN
CLARKE TRANSPORT
AND
UNIFOR CANADA LOCAL 4209

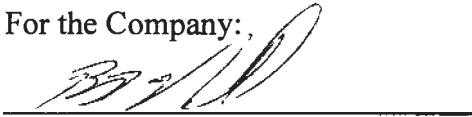
Re: LABOUR MANAGEMENT COMMITTEE

The parties agree to participate in a Labour Management Committee for the purpose of discussing all matters of mutual concern. It is agreed that the Committee will meet upon request of either party at a mutually agreeable time and date. The Committee will be comprised of representatives of Management and the Local Chairperson and Shop Steward of the Union. The National Representative and the Local President of the Union may also attend.

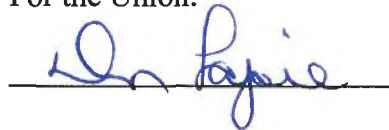
Time spent attending these meetings will be considered as time worked.

Signed this 6th day of July 2017

For the Company:



For the Union:



LETTER OF AGREEMENT # 5 RE: JOINT RETURN TO WORK PROGRAM

BETWEEN
CLARKE TRANSPORT
AND
UNIFOR CANADA LOCAL 4209

Re: JOINT RETURN TO WORK PROGRAM

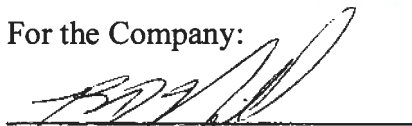
The parties agree that it is important to provide an early and safe return to work for employees who have been injured or ill due to both work and non work related causes.

In this spirit it is agreed that the parties will meet as necessary to deal with issues as they arise based on the following guidelines:

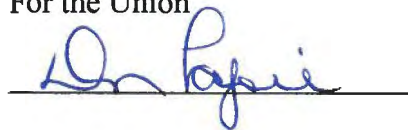
- a) Safe and meaningful work for employees returning to work after injury or illness.
- b) A form to be completed by the employee's treating physician outlining the employee's restrictions.
- c) A good line of communication with the WCB adjudicator/case manager in the event of a work related issue.
- d) A review of the duties and responsibilities of various positions in order to be able to make decisions re fitting the employee with safe work upon his return.

Signed this 6th day of July, 2017

For the Company:



For the Union



**LETTER OF AGREEMENT # 6 RE: JOINT ANTI-HARASSMENT POLICY AND
PROCEDURE**

Between
CLARKE TRANSPORT INC.
And
UNIFOR CANADA LOCAL 4209

Re: JOINT ANTI-HARASSMENT POLICY AND PROCEDURE

Clarke Transport Inc. and Unifor Local 4209 are committed to providing a harassment free workplace.

It is the policy and responsibility of the facility that personal harassment of any employee will not be tolerated. The parties hereto accept joint responsibility to take whatever action is necessary to prevent this type of behaviour and, in situations where it does occur and is confirmed through a proper and thorough investigation, to take necessary action which may include compulsory education and/or disciplinary action.

This Letter of Understanding is based on the philosophy and principles that all employees are equal and deserve mutual respect at all levels. Respect, understanding and cooperation are the goals of this philosophy. Harassing, bullying and abuse behaviour prevents the parties from working together and strengthening the workplace to ensure a positive environment free of harassment and discrimination.

Harassment includes comments or conduct that is known or ought to reasonably be known to be unwelcome and that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds in the Human Rights Code. All employees, whether management or unionized, are expected to treat others with courtesy and consideration and to discourage harassment, intimidation and character assassination.

What is Harassment:

Harassment may take many forms including verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. It can be defined as any unwelcome behaviour which denies individuals their respect and dignity which is offensive, embarrassing and humiliating such as a pattern of derogatory remarks or actions which create a negative psychological and emotional environment in the workplace.

The following examples could be considered as harassment but do not include all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry, intelligence or competence.

- Practical jokes, pushing, shoving, etc. which causes awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender, or other prohibited basis,
- Unwanted physical conduct such as touching, patting, pinching, hugging, etc.,
- Unwelcome explicit invitations or requests, verbal threats or intimidation,
- Actions that invade the privacy and personal property of an individual,
- Spreading rumours that unjustly damages a co-worker's reputation.

Bullying:

Bullying is persistent, offensive, abusive, intimidating, malicious or insulting behaviour, abuse of power or unfair penal sanction which makes the recipient feel upset, threatened, humiliated or vulnerable, which undermine their self-confidence and which may cause them to suffer stress.

Harassment is Not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline, etc. Neither is this policy meant to inhibit free speech or interfere with normal social relations including consensual banter.

What is Discrimination?

Discrimination is the differential treatment of an individual based on generalization about a group to which they belong such as ancestry, nationality, ethnic background, religion, sex (includes pregnancy), sexual orientation, marital or family status, political belief, union membership or activity and mental or physical disability.

Discrimination also includes the failure to reasonably accommodate the special needs of an individual or group whose needs are based upon any of the above noted characteristics.

Complaint Procedure:

Employees who feel that they are being harassed and/or discriminated against, are encouraged to seek protection under this policy as follows:

1. If you can, tell the harasser to stop. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome.
2. If you feel uncomfortable approaching the person, or if the harassment does not stop bring the incident forming the basis of the complaint to the attention of the Joint Anti-Harassment Committee by contacting the Union through the Local Chairperson, Local President and/or the terminal General Manager. At this point the complaint will be placed in writing.

3. Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible and provide the information to the designated representative of the Union and/or Employer.

All complaints will be handled in a timely and confidential manner.

Investigation Procedure:

Within seven (7) days, where practical, the designates of the Union and the Employer will undertake a joint investigation of the complaint which will include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents and evidence will be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

It is the intention of the Union and the Employer that the investigation will be completed within fifteen (15) days of the commencement of the joint investigation at which time the parties will complete a written report of its findings and recommendations. The report will be submitted to the General Manager and the Local Union President.


The parties will then make a determination on an appropriate resolution, and attempt to resolve the issue within ten (10) days and ensure that the resolution is fair and consistent with the intent of Clarke Transport and Unifor Local 4209 to provide a harassment free workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into Step Two of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties in the grievance procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

All employees however, have the right to file a complaint with the Human Rights Act of Canada and to seek redress under the Canadian Human Rights Commission.

Dated this 6th day of July, 2017

For the Company:



For the Union:



LETTER OF AGREEMENT # 7 RE: SEVERANCE

BETWEEN
CLARKE TRANSPORT
AND
UNIFOR CANADA LOCAL 4209

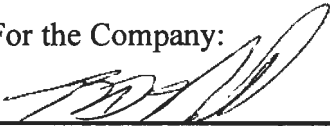
Re: SEVERANCE

The Parties agree that should the Company permanently close the Winnipeg Terminal(s) or contract out the work performed by the bargaining unit, all employees will receive severance pay calculated as follows.

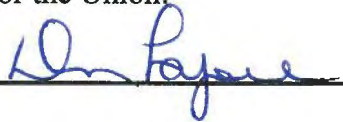
One (1) weeks pay for each year of service to a maximum of eight (8) weeks calculated at the employee's regular rate of pay of forty (40) hours per week.

Signed this 6th day of July, 2017

For the Company:



For the Union:



LETTER OF AGREEMENT # 9 RE: BENEFIT PLAN TRANSITION

BETWEEN
CLARKE TRANSPORT
AND
UNIFOR CANADA LOCAL 4209

Article 18 of the Collective Agreement provides for Health and Welfare, Hospital and Medicare coverage for employees represented by the Union. The Company provides these benefits through a group plan purchased from Sun Life, a benefit provider, on a co-share basis as outlined in Article 18.01.

The Company has been notified that the benefit provider has scheduled a significant rate increase to take effect on January 1, 2016. In order to reduce the cost increase to employees and the Company, a new benefit provider (Great West Life) has been contracted to deliver the group benefits. The new carrier is not able to provide exactly the same coverage so the Union and the Company have agreed that the Company will offset differences for the following coverage for employees currently enrolled in the benefit plan AS OF January 1, 2016. The arrangements outlined in this Letter of Understanding will be applicable for the period from January 1, 2016 until the expiry of the current Collective Agreement as follows:

Extended Health Care

Employees enrolled in the current plan have no annual deductible for this benefit. The new plans incorporates an annual deductible. To offset this cost, the Company will reimburse any annual deductible paid by any eligible employee.

Vision Care

Employees currently enrolled in "Option 3" of the current plan will be reimbursed the \$50.00 difference between the eligible amounts payable between the two plans for any eligible claim filed.

Medical Practitioners

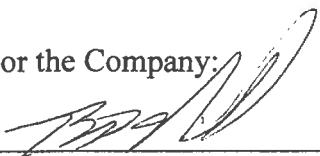
Employees currently enrolled in "Option 3" of the Medical Practitioners portion of the current plan will be reimbursed the \$150.00 difference between the eligible amounts payable between the two plans for any eligible claim filed.

Dental Care

Employees enrolled in the "Option 2" of the current plan have no annual deductible for this benefit and the current annual maximum reimbursement is \$2,000. The new plans incorporates an annual deductible and an annual maximum reimbursement amount of \$1,500. To offset these costs, the Company will reimburse any annual deductible paid and reimburse the \$500.00 difference between the eligible amounts payable between the two plans for eligible claim filed.

Signed this 6th day of July, 2017

For the Company:



For the Union:

