

Collective Agreement

Between:

**VersaCold Logistics Services ULC
Lethbridge, Alberta**

And:

**Miscellaneous Employees,
Teamsters Local Union No. 987 Of Alberta**

February 23, 2017 to February 22, 2021

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ARTICLE 1 – RECOGNITION

1.01 The Company recognizes the Union as the Bargaining Agent of all employees of VersaCold Logistic Services Group at Lethbridge except supervisor, chief engineer, persons above the rank of supervisor and chief engineer, office and sales staff, students hired for the school vacation period

ARTICLE 2 – RELATIONSHIP

2.01 There will be no discrimination, intimidation, restraint, or coercion exercised or practiced by the Company or any of its representatives against any employee because of the employee's membership in, or connection with, the Union.

2.02 There will be no discrimination, intimidation, restraint, or coercion exercised or practiced by the Union or its members or its representatives against any employees of the Company.

2.03 There will be no solicitation of employees for membership in the Union, or for the payment of Union dues, on the premises of the Company during Company time.

ARTICLE 3 – SHOP STEWARDS

3.01 The Company recognizes the right of the Union to designate three (3) Shop Stewards to represent the Union, two (2) Shop Stewards for the Todd Centre and one (1) Shop Steward for the North Plant. Shop Stewards shall not conduct in Union business during working hours without consent of the Employer. Consent shall not be unreasonably denied.

ARTICLE 4 – RESERVATION OF MANAGEMENT RIGHTS

4.01 Except where abridged by the specific terms of this Agreement, the management of the Company's operations and the selection and direction of the employees will continue to be vested exclusively with the Company.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.01 There will be no strike, slowdown, or other interference with work on the part of the Union or the employees, nor will there be any lockout on the part of the Company, during the term of this Agreement.

5.02 The term "strike" and "lockout" shall be interpreted in accordance with the definitions set out in the Labour Relations Act.

ARTICLE 6 – UNION SECURITY

- 6.01** The Company agrees, during the lifetime of this Agreement, for all present employees to the extent authorized, in writing, by each employee, to deduct whatever sum may be authorized for Union dues and initiation fees.
- 6.02** The Company, during the lifetime of this Agreement, for all employees shall deduct from the pay of all such employees the sum equal to the regular monthly dues, such sum to be accepted by the Union as regular monthly dues of those employees who are members of and the sum so deducted from non-members of the Union shall be treated as their contribution towards the expense of maintaining the Union.
- 6.03** All such pay deductions shall come from the last pay due each calendar month and to remit the same no later than the twentieth (20th) day of following month to the Financial Secretary-Treasurer of the Local Union. Any such authorization or deduction shall be in duplicate and shall be signed by the employee concerned and witnessed by the Shop Steward. It shall be on a form approved by the Union and the Company and shall take effect fifteen (15) days from the date of signing or employment. Such authorization or deduction shall be irrevocable, except during the last fifteen (15) days of this Agreement. One (1) copy of any such authority or revocation shall be filed with the Company and one (1) copy given to the Financial Secretary-Treasurer of the Union. The Company shall, when remitting such dues, name the employees from whose pay such deductions have been made, and also the names of any employees who have left the employment of the Company since the last payment.

6.04 Part-time Employees

Part-time employees shall be governed by the terms of this Agreement and shall within thirty (30) days after commencement of his/her employment apply for and maintain membership in the Union as a condition of employment.

Part-time employees may be used to supplement the workforce which may include but not limited to providing coverage during peak work periods or other such time as necessary, including vacation relief, leave of absences, sickness or illness.

Part-time employees shall not be guaranteed hours

Part-time employees will be employed under the classification and wage rates as stipulated in Schedule “A”.

Part-time employees shall not be employed or scheduled to the extent that their work results in the displacement or prevents the hiring or recall of full-time employees.

- 6.05** The Union shall supply the Company with application forms for Union membership and dues deductions that shall be signed by all new employees on the day on which the new employee is hired.

ARTICLE 7 – UNION COMMITTEE

- 7.01** The Union shall have the right to appoint or otherwise select a Committee of not more than three (3) employees.
- 7.02** No member of the Union Committee will leave his regular duties during working hours for the purpose of conducting any business on behalf of the Union without first obtaining permission from his immediate supervisor.
- 7.03** An employee will not be eligible to serve as a member of the Union Committee until after he has completed one (1) year of employment with the Company.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** All grievances shall be taken up in the following manner;

Step One

If an employee has a grievance he wishes to bring to the attention of the Company, he shall take the matter up orally with the Supervisor, Chief Engineer (for engineering employees), or designate. The employee may, if he wishes, be accompanied by a member of the Union Committee when discussing any grievance with the Department Manager. Within three (3) working days after a grievance has been brought to his attention, the Department Manager will give an oral reply to the employee. A complaint or a grievance arising directly between the Employer and the Union concerning the interpretation, application, or alleged violation of this Agreement which would not normally be grieved by an individual employee shall be initiated at Step 2.

Step Two

If the reply of the Supervisor, Chief Engineer (for engineering employees), or designate is not satisfactory to the employee concerned, the grievance will be stated, in writing, signed by the employee concerned, setting out adjustment desired and submitted to the Manager within five (5) working days following the Manager's reply. The Manager will meet with the employees concerned and a Union Representative to discuss the grievance, and will give his reply, in writing, which shall state the disposition of the grievance by the Company within two (2) working days after the said meeting has been held. The Union shall advise the Company, in writing, of its acceptance or rejection of such decision. Failing further agreement within five (5) days Arbitration proceedings are to commence.

- 8.02** If a grievance is to be referred to Arbitration, the request for Arbitration must be made within twelve (12) days (exclusive of Saturdays and Sundays) after the meeting of the Manager with the employee.
- 8.03** Any of the time allowance provided in this Article maybe extended by mutual agreement

- between the parties concerned.
- 8.04** The Company may refuse to consider any grievance, the circumstances of which arose more than seven (7) working days before it was brought to the attention of the member of the Plant Management Team.
- 8.05** Provided there is no interference with production schedules, grievance meetings will be held during working hours. The griever and the Shop Steward shall not lose pay in respect of time spent in handling grievances during working hours.
- 8.06** Any disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of the Agreement, shall be considered a grievance. Any employee, the Union or the Company may submit a grievance.

ARTICLE 9 – ARBITRATION

- 9.01** When either party requests that a grievance be submitted to Arbitration, they shall make such a request, in writing, addressed to the other party to the Agreement, and at the same time shall nominate an Arbitrator. Within five (5) days thereafter; the other party shall appoint an Arbitrator. The two (2) Arbitrators so nominated shall attempt to select, by agreement, a Chairman; and if they are unable to do so within a period of five (5) days, they will then request the Minister of Labour for the Province of Alberta to assist them in selecting a Chairman.
- 9.02** Each of the parties will bear the expense of the Arbitrator appointed by it, and parties will jointly bear the expenses of the Chairman of the Arbitration Board.
- 9.03** No matter may be submitted to Arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.04** Neither the Arbitrators nor the Arbitration Board shall be authorized to make any decision inconsistent with the provisions of the Agreement, nor shall they alter, modify, or amend any part of its provisions. A majority decision shall be final and binding upon the Company and the Union, but, if no majority decision is given, the decision of the Chairman shall be final and binding.
- 9.05** At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- 9.06** The Company and Union may agree to single Arbiter rather than a board consisting of three (3) members.

ARTICLE 10 – DISCHARGE CASES

- 10.01** A claim by an employee who has completed his probationary period that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such claim is lodge with the Company within two (2) working days after the action has been taken by the Company and may proceed at Step Two (2) of the Grievance Procedure.
- 10.02** Grievance relating to discharge maybe settled by confirming the Company’s action or by reinstating the employee with full compensation for time lost.
- 10.03** When an employee has been dismissed without notice, he shall have the right to interview a member of the Union Committee for a reasonable period of time before leaving the Company premises.

ARTICLE 11 – SENIORITY

11.01 Probationary Period

An employee shall be on probation and shall not have any seniority with the Company until after he has completed six hundred and forty (640) regular working hours, overtime not included from his original date of hiring in any one (1) year. His seniority will then date back the six hundred and forty (640) hours he has worked for the Company, and he shall be considered a permanent employee.

- 11.02** In all cases of lay-off due to lack of work or recall to work following lay-off. seniority will then be the governing factor, provided it does not prevent the Company from maintaining at all time a working force of employees qualified to perform the work that is available. The intent of this Clause is that where skill and ability are sufficient to meet the normal requirements of work, the senior employees will be retained in employment, or recalled to work, whichever is applicable.

In the event that an employee is recalled to a position that he is not trained for, the Company shall provide adequate training for the employee to do the position. For clarification, such training shall not include a Warehouse employee being trained to work as an Engineer.

- 11.03** In the cases of a reduction in the working force when one (1) employee displaces another employee with less seniority, the displacing employee shall receive the starting rate in the new classification. If the displacing employee has previous experience in the classification, he shall receive the classification rate. In cases of displacement of employees, senior employees must be retained, where possible.

11.04 Those employees that are on lay-off shall be phoned in order of their seniority, providing they have the qualifications to do the work, for any emergency work, that is required during the lay-off period. The Company shall phone such laid-off employees and keep track of such times the employees were called. The Company shall call employees until they have an employee who is able to fulfill the work requirements.

Recall to work following lay-off will be by registered letter addressed to the last address recorded with the Company by the employee. An employee being recalled to work must signify his intention to return to work within three (3) working days after the notice of recall has been received, and he shall return within a further two (2) working days after so signifying his intention.

11.05 Seniority previously accumulated will be lost whenever an employee;

- a) quits his employment or is discharged for just cause;
- b) is absent for three (3) consecutive working days without an explanation which is suitable to the Company. In the case of stated illness, a medical doctor's certificate will be deemed a suitable explanation.
- c) Fails to return to work upon the expiration of an authorized leave of absence unless the failure to report is due to circumstances beyond the employees reasonable control.

11.06 An employee who has completed the probationary period and who is laid-off due to lack of work will retain the right to recall for a period equal to the seniority he has at the time of lay-off, but in no case to exceed twelve (12) months.

11.07 A seniority list showing the seniority dates of employees will be prepared by the Company within one (1) month after the effective date of this Agreement. This list will be revised once each twelve (12) months and will be posted on the bulletin board and a copy will be sent to the Union office. The Chief Steward shall be supplied with a copy of same, after the original preparation and after each revision.

11.08 An employee's seniority shall cease to accumulate ninety (90) working days after such employee is promoted to a position of work not covered by the Agreement.

11.09 When a full-time employee with seniority requests the Company to work on a part-time basis, and the Company grants such request, the employee shall convert his seniority from years to hours based on the formula of one (1) year equalling two thousand and eighty (2080) hours and be placed on the part-time seniority list. Welfare benefits shall cease unless the employee arranges to make payments directly to the Company to maintain such coverage. For the purposes of calculating vacation the employee's full-time hire date shall be used, however paid as a percentage on each bi-weekly pay as noted in Appendix "A".

When a part-time employee who held full-time seniority requests the Company to return to full-time basis, and the Company grants such request, the Employer shall use all hours worked to calculate their new seniority date. All hours worked will be converted into a time format as follows:

| | |
|----------------------------------|----------------------|
| Eight (8) hours | = One (1) Day |
| Forty (40) hours | = Five (5) Days |
| One thousand forty (1040) hours | = Six (6) Months |
| Two thousand eighty (2080) hours | = Twelve (12) Months |

The minimum calculation to convert hours to days will be eight (8) hours.

- 11.10** A full-time employee who is permanently laid-off shall receive severance pay based on one (1) day pay for each month of service. Any employee accepting severance shall give up their right to recall. Notice period is to be as per Employment Standards.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01** An employee desiring a personal leave from his job; a leave of absence may be granted without pay for a specific period of up to four (4) months, and in unusual cases beyond that time. A leave of this nature will be granted at the discretion of the employee's Manager. During the period of leave the employee will be required to pay the full cost of all Health Insurance Plans. During a sick leave, parental leave, approved education leave or approved compassionate leave, VersaCold will continue to pay its share of plan premiums in the same manner as if the employee was working
- 12.02** The Company may upon request of an employee, grant a leave of absence to not more than one (1) employee for attendance at Union conventions. The consent of the Company to such leave shall not be unreasonably withheld.

ARTICLE 13 – JOB POSTING

- 13.01** A job vacancy will be posted on the facility bulletin board for seven (7) calendar days. During that period, the employees who have completed the probationary period of employment will have the opportunity to apply, in writing, for transfer to such vacancy.
- 13.02** Application for transfer to a vacant job will be considered with respect to seniority and ability. Where those applying have the necessary skill to perform the job, the senior employee applying will be given the first consideration.
- 13.03** A job will not be considered vacant for posting where an employee is absent because of illness, vacation or having been approved for a leave of absence by the Company.

13.04 A trial period of thirty (30) calendar days shall apply to all successful applicants. If the employee proves unsatisfactorily during the trial period, they shall be returned to their former position at the rate payable without loss of seniority.

ARTICLE 14 – TEMPORARY TRANSFERS

14.01 It is not the intention of the Company to utilize temporary transfers to transfer anyone permanently.

14.02 If an employee is on a temporary transfer to a higher rated position, the Company shall agree to pay the higher rate of pay if the employee works four (4) hours or more including, vacation or relief time. Or if he is called in to report for a highest rated position to replace for absenteeism.

ARTICLE 15 – MISCELLANEOUS

15.01 The Company will make reasonable provision for the safety and health of its employees during their hours of work.

15.02 The Company shall provide all employees after two (2) months seniority, one (1) pair of mitts every four (4) months, or as needed.

15.03 The Company shall provide a maximum reimbursement of one hundred and sixty (\$160.00) dollars to all employees for the purchase of insulated footwear on an annual basis. Footwear worn out during the duration of the year due to normal wear and tear will be replace. Lost or intentionally damaged footwear will not be eligible for reimbursement prior to annual allotment.

15.04 The Company shall contribute limited to the amount of the receipt, up to fifty-five (\$55.00) dollars toward the purchases of quilted vests and jackets for employees who wear the same, with sixty (60) working days seniority. This contribution is limited to one (1) each one (1) year. The maintenance and laundry of the vest is to be the responsibility of the employee concerned.

15.05 The Company agrees to supply one (1) high bib overall and freezer jacket per year when required, to all regular and part-time lift truck operators and shipper receivers. Probationary employees shall be provided with the used and laundered high bib overall and freezer jacket until they have successfully completed their probation after which a new one shall be ordered.

15.06 Joint Health and Safety Committee

A monthly Safety Meeting will be held including Management, employees and Shop Stewards.

A joint safety committee shall be introduced between Union member employees and the Employer based on the following:

- a) The Committee's membership shall be comprised of at least one (1) employee at each facility, selected by the employees and equal number of representatives appointed by the Employer; when reasonably possible there shall be an employee representative from each shift.
- b) A Union Representative shall be entitled to attend meetings of the Committee as an observer.
- c) Meetings will be held during a time mutually agreed to by the parties' additional meetings will be held when necessary.
- d) The employee representatives attending Committee meetings in their off-shift hours shall be paid at straight-time rate and such time will not be included for purposes of eligibility for and/or calculation of overtime pay.

15.07 It is the responsibility of all employees to take reasonable care to protect the health and safety of other employees; to co-operate with the Employer in complying with all health and safety rules and report all incidents that result in bodily injury or damage to Company, customer or contractor property to their Supervisor immediately.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 The following days will be considered as holidays:

| | |
|----------------------|------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Holiday | |

If the Family Day Holiday is ever withdrawn, the Floating Holiday will be reinstated for the year following. That would be one (1) day to be decided at the Company discretion. It may or may not be the same day for all employees.

- 16.02 a)** The above holidays will be paid if they fall on a regular day of work, except that, if a holiday falls on Sunday, payment will be made for the following Monday. For this Clause regular day of work shall be Monday through Saturday.
- b)** Statutory holidays can be exchanged for another day during the week. This day must be applied to the Monday proceeding or the Friday following the statutory holiday and the facility cannot be in operation for the Saturday and Sunday that is attached to the day in lieu.

16.03 To be eligible to receive payment for a holiday an employee shall be require:

- a) to have completed thirty (30) working days for all holiday covered by Provincial Legislation.
- b) to have worked his or her scheduled shift preceding and his or her scheduled shift the day succeeding the holiday. Exceptions to this rule maybe made by the Company when an employee is absent, on his normal day of rest, on either or both of the said shifts because of verified by doctor note personal illness, death in his immediate family, or if he has been given permission by the Manager or Warehouse Supervisor to be absent.

16.04 Pay for the above holiday will be an employee's regular rate, multiplied by eight (8) hours.

16.05 A holiday occurring during an employee's vacation will be paid at the rate set out in Article 16.04 above. By mutual agreement between the employee and the Company, an extra day maybe included in the employee's vacation in lieu of pay for such holidays.

16.06 All work performed on a holiday shall be compensate for one and one-half (1 ½) the regular rate of pay, plus the regular pay for the holiday. All hours worked in excess of eight (8) hours will be paid at double (2x) time the regular rate of pay.

ARTICLE 17 – HOURS OF WORK

17.01 All hours worked over eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Employees required to work on their normal day of rest shall be paid at time and one-half (1 ½), providing they have forty (40) hours in pay week, for the first (1st) eight (8) hours and at double (2x) time for all time worked in excess of eight (8) hours.

17.02 The regular starting and quitting times, and days, work will be determined by the Company in accordance with its requirements.

17.03 The terms 17.01 and 17.02 above, in this Article do not constitute a guarantee of hours.

17.04 a) Full-time employees who have worked a minimum of thirty-two (32) regular hours but less than forty (40) regular hours in the pay week shall receive a premium of two (\$2.00) dollars per hour for hours worked on Saturdays. Such premium shall not be considered as part of such employee's basic rates.

- b) Provided an employee works forty (40) hours within a pay week, they will receive one and one half (1 ½x) times regular pay for hours over and above forty (40) hours.

17.05 Employees required to work on any regular workday shall be guaranteed four (4) hours

of such work at regular rates of pay.

- 17.06** Employees will be given a rest period of fifteen (15) minutes during each half (½) shift. This will occur as close as its practical to the mid-point of the half (½) shift.
- 17.07** Employees will be at their workstations, ready to commence work at the starting time, and will not leave the said workstation until the regular quitting time.
- 17.08** An employee will be required to telephone his immediate Supervisor within a reasonable time, however not less than two (2) hours prior to the commencement of his shift, concerning any absence from the facility.
- 17.09** Employee required to work three (3) hours or more overtime without twenty-four (24) hours notice in advance, shall be supplied with a meal allowance of fifteen (\$15.00) dollars.
- 17.10** Supervisors or Non-Bargaining Unit employees shall not perform work normally performed by employees, except in the case of emergency or for the purpose of instructing.

17.11 Call Back

Any employee who is called back to work after leaving the Company premises for an emergency, anytime outside their normal working hours, shall be compensated for such work at time and one-half (1 ½) their normal rate of pay for a minimum of three (3) hours. Such employees will be through when the emergency is over.

17.12 Engineering

The engineering employees agree to work twelve (12) hour shifts. Employees will be paid overtime for anything over eighty (80) hours in two (2) weeks or twelve (12) hours in any one (1) day.

Statutory holidays paid at twelve (12) hours – except employee on Maintenance rotation, eight (8) hour shifts, statutory paid at eight (8) hours.

On twelve (12) hour shifts:

There will be three (3) – 15-minute rest periods allowed

There will be two (2) – ½ hour lunch breaks

Days of rest are consecutive for all Engine Room employees

A fourteen (14) day notice will be given before going from twelve (12) hour shifts to eight (8) hour shifts.

While working on the twelve (12) hour shift rotation, full-time employees working on Saturday will receive a shift premium of two (\$2.00) dollars per hour and employees working on Sunday will receive a shift premium of four dollars and fifty cents (\$4.50) per hour. Such premiums shall not be considered as part of such employee's basic rates.

ARTICLE 18 – SCHEDULE

- 18.01** Attached hereto and forming part of this Agreement is Schedule “A” covering Job Classification and Rates of Pay.
- 18.02** Attached hereto and forming part of this Agreement is Schedule “B” covering Vacations with Pay.
- 18.03** Attached hereto and forming part of this Agreement is Schedule “C” covering Dental Program.
- 18.04** Attached hereto and forming part of this Agreement is Schedule “D” covering Disability.
- 18.05** Attached hereto and forming part of this Agreement is Schedule “E” covering Healthguard Benefits.

ARTICLE 19 – DURATION

- 19.01** This Agreement shall continue in effect from the 23rd of February 2017 up to and including the 22nd day of February 2021 and from year to year thereafter, unless either party gives notice, in writing, to the other party of its desire to negotiate or to terminate the Agreement.
- 19.02** Notice by either party that it wishes to negotiate amendments, or terminate the Agreement, maybe given only during a period of not less than thirty (30) or more than sixty (60) days prior to the anniversary of this date.
- 19.03** The parties hereto agree to hold their first (1st) meeting within thirty (30) days after the receipt of notice.
- 19.04** The Company agrees to enter into negotiations with the Union within five (5) days of the Contract expiration

SCHEDULE "A"
Wages

- 1.) The Company will classify permanent employees and will pay the minimum wage rates in accordance with the following:

| Classification | Feb 23/17 | Feb 23/18 | Feb 23/19 | Feb 23/20 |
|------------------------------------|------------------|------------------|------------------|------------------|
| Eng. (4th) Class | 28.58 | 29.15 | 29.81 | 30.48 |
| Eng. (3rd) Class | 29.36 | 29.95 | 30.59 | 31.28 |
| Shipper/Receiver | 22.77 | 23.23 | 23.73 | 24.26 |
| Forklift Operator | 22.05 | 22.49 | 23.00 | 23.52 |
| Labour | 18.19 | 18.55 | 18.97 | 19.40 |

Note: To be eligible for retroactive pay you must be an active employee at work at time of ratification.

Lead Hand shall be designated by the Management.

Lead Hand Line Driver: Sixty (\$0.60) cents above classification rate for the duration of the assignment.

Lead Hand Shipper/Receiver: One (\$1.00) dollar above classification rate for the duration of the assignment.

Lead Hand Shipper/Receiver shall receive an additional one (\$1.00) dollar per hour over the Lead Hand rate when relieving the Warehouse Superintendent:

The designated third (3rd) Class Steam Engineer shall receive an additional: fifty (\$0.50) cents above classification rate when the Chief Engineer is absent for the day.

Part-time clean-up will not receive wages increases until 2080 hours worked.

1st year: increase of forty (\$0.40) cents per hour

2nd year: increase of twenty (\$0.20) cents per hour

- 2.) Permanent employees are those who normally work for the Company on all scheduled working days of the employee, excepting the employee's annual vacation and authorized leave.

- 3.) Starting rate in the engine room will be ninety-five (95%) percent of the classification wage. Once an employee works one thousand and forty (1040) hours within the classification they will reach one hundred (100%) percent of the classification wage.

Starting rate for the new forklift operators will be ninety (90%) percent of classification with a five (5%) percent increase every one thousand forty (1040) hours worked until classification wage is reached.

- 4.) A shift premium of seventy-five (\$0.75) cents per hour will be paid for all shift hours worked between 4:00 p.m. and 8:00 a.m. With the exception of an employee who's shift starts at or after 12 noon, the employee will get shift premium for all hours worked after 4:00 p.m.

5.) **Sick Pay Allowance**

The Company agrees to sick pay allowances as follows:

- a) Employees on eight (8) hour shifts will be allowed forty (40) hours paid sick leave in one (1) calendar year;
- b) employees on twelve (12) hour shifts will be allowed forty-eight (48) hours paid sick leave in one (1) calendar year;
- c) any unused portion of this sick leave will be paid out in December of each year;
- d) this does not apply if going on short-term disability.
- e) New employees shall be entitled to be paid for sick leave on a pro-rated basis for 1st year after they complete probation period.

6.) **Health and Welfare Benefits**

The Company shall pay for full-time employees one hundred (100%) percent of the cost for Alberta Health Care Insurance Plan and Alberta Blue Cross coverage.

7.) **Bereavement**

When an employee attends the funeral of an immediate relative, he shall receive eight (8) hours pay at his regular rate for the day of the funeral and for two (2) other days to be taken not later than two (2) days following the day of the funeral; provided that such payments are made only in respect to absence from work on his regular work day.

For the purpose of this Clause an immediate family shall be one (1) of the following; child, mother, father, sister, brother, mother-in-law or father-in-law. Two (2) days allowed for grandparents and one (1) day allowed for sister-in-law or brother-in-law.

An employee shall receive five (5) days paid funeral leave in the event of the death of a spouse.

8.) Pension

The Company shall contribute on behalf of all employees one dollar and fifty one cents (\$1.51) to the Teamsters Pension Plan, which is administrated by Miscellaneous Employees, Teamsters Local Union No. 987 of Alberta.

Company paid portion of the pension will be increased:

| | |
|--------------------|------------------------------|
| February 23, 2014: | increase of \$0.05 to \$1.21 |
| February 23, 2015: | increase of \$0.05 to \$1.26 |

Pension payments as current practice regular hours worked

9.) Voluntary R.R.S.P. Plan

10.) Voluntary Canada Savings Bond Payroll Deduction Plan is available.

11.) In the event that a new Collective Agreement is not ratified by the membership prior to the date of expiration of the current Collective Agreement the terms of the new Collective Agreement shall be retroactive to the date of expiry.

SCHEDULE "B"
Vacation Accrual

- 1.) The Company will grant to employees with one (1) years service, two (2) weeks vacation with pay.
- 2.) The Company will grant to employees with five (5) years continuous service with the Company, as of the employee's anniversary date, in any one (1) year, three (3) calendar weeks vacation with pay.
- 3.) Commencing 1990 vacation year, the Company will grant to employees with ten (10) years continuous service with the Company, as of the employee's anniversary date, in any year, four (4) calendar weeks vacation with pay.
- 4.) Commencing 1999 vacation year, the Company will grant to employees with fifteen (15) years continuous service with the Company, as of the employee's anniversary date, in any year, five (5) calendar weeks vacation with pay.
- 5.) Vacation must be taken at a time agreed to by both the employee concerned and the Company.
- 6.) All employees off more than three (3) months for any reason in a vacation year will receive vacation pay calculated and paid as a percentage of gross earnings. Those employees with less than five (5) years service will receive four (4%) percent of gross earnings, those with five (5) years but less than ten (10) will receive six (6%) percent of gross earnings, those employees with more than ten (10) years but less than fifteen (15) will receive eight (8%) percent of gross earnings. Notwithstanding the above, all employees will be eligible to take allotted time, but will only receive payment of their percentage of earnings as described above.
- 7.) The Company will allow employees the right to take a partial week of vacation if mutually agreed.
- 8.) Any employee who receives an extra week's vacation as a result of the vacation schedule above shall be allowed to schedule such extra week in the year in which it is earned prior to the employee's anniversary date. If an employee should take such weeks' vacation prior to his anniversary date and leaves the Company prior to such date, he will be responsible to reimburse the Company for such week's pay.
- 9.) If during the term of this Agreement the Non-Bargaining Unit's vacation benefits are improved, it shall be applied to the Bargaining Unit employees on equal basis.

SCHEDULE "C"
Benefits

- 1.) There is obligation upon the employee to complete all eligibility requirements of the insurer and maintain the same with the insurer in order to be eligible for and the maintenance of the benefits available under the welfare provisions of the Collective Agreement.
- 2.) The Company agrees to institute and maintain a dental care plan. The eligibility requirements, dependent coverage, termination of coverage and summary of benefits hereinafter set out are provided merely as a guide for employees. The actual details covering the extent of coverage is that more particularly set out in the contract of insurance between the Employer and the insurance company.
- 3.) **Eligibility Requirements** Full-time seniority employees are covered upon completion of their probationary period, in addition to the sixty (60) days' work as full-time employee.

Dependents Covered Spouse, over age dependents in school, physically or mentally infirm persons.

Termination of Coverage Coverage terminates as of date of termination of employment, or on a temporary lay-off. after thirty-one (31) days.

**SUMMARY OF BENEFITS AND ESTIMATED COSTS HEALTHGUARD DENTAL
BENEFITS**

Basic Plan

The benefits provided one hundred (100%) percent coverage according to the rates established by the Alberta Dental Association Fee Schedule presenting in effect. The following procedures are included:

- | | |
|---|--|
| <p>1.) routine examination (limit one (1) every six (6) months)</p> <p>2.) fillings other than inlays or crowns</p> <p>3.) oral surgery</p> <p>4.) fluoride treatments</p> <p>5.) endodontics (root canal)</p> <p>6.) rebasing and refining of dentures</p> | <p>7.) x-rays</p> <p>8.) extractions</p> <p>9.) cleaning and scaling</p> <p>10.) periodontal treatment of gums</p> <p>11.) space maintainers and retainers for missing primary teeth</p> |
|---|--|

Restoration

This option pays fifty (50%) percent of reasonable and customary charges in accordance with the Alberta Dental Association Fee Schedule presently in effect.

The following procedures are included:

- | | |
|--|--|
| <p>inlays</p> <p>crowns</p> <p>pontics</p> | <p>dentures (not a duplicate set)</p> <p>bridges and dentures repair</p> |
|--|--|

SCHEDULE "D"
Extended Benefits

- 1.) There is an obligation upon the employee to complete all eligibility requirements of the insurer and maintain the same with the insurer in order to be eligible for and the maintenance of the benefits available under the welfare provisions of the Collective Agreement.
- 2.) The Company agrees to institute and maintain a Long and Short-Term Disability Plan, Employee pays one hundred (100%) percent of cost.

STD Coverage:

STD cost is based on our Non-Union Three (3) Degree Plan - Option 2 as follows;

Benefit Formula:

66 2/3 of earnings

Maximum Weekly Benefits

\$600.00

Qualifying Period:

Fourteen (14) days of disability, benefits begin on the first day of disability if due to hospitalization as an inpatient hospitalized overnight or an outpatient who undergoes a debilitation procedure or receives a general anesthetic.

Benefit Period:

Seventeen (17) weeks if a member is admitted to a hospital as an inpatient and hospitalized overnight on the first (1st) day of disability, or fifteen (15) weeks otherwise.

Termination of Insurance:

70th birthday or date of retirement, if earlier.

- 3.) Long Term Disability benefits will commence upon the completion of Short Term Disability. Short Term Disability is defined as a period not to exceed one hundred and nineteen (119) days or seventeen (17) weeks of disability.

Long Term Disability benefit amount will be equal to 66.67% of employee's monthly earning, to a maximum of \$4000.00 per month.

100% of Monthly premiums paid by the employee.

SCHEDULE "E"
Healthguard Plan

- 1.) There is an obligation upon the employee to complete all eligible for and the maintenance of the benefits available under the welfare provision of the Collective Agreement.

- 2.) The Company agrees to institute and maintain Healthguard Plan. This coverage will include Eyeglass coverage of two hundred (\$200.00) dollars every twenty-four (24) months. Will start coverage with the Blue Cross Plan until a better policy is found. All coverage to be reviewed by the Shop Stewards before being instituted. Approved plan will be attached to Schedule "E".

Company to change benefit carrier within Contract term. New carrier to provide benefits of equal value to present coverage.

SCHEDULE "F"
Lay-off & Premiums

VersaCold agrees to continue to pay premiums and maintain herein as follows;

- 1.) In the event of a lay-off, to the end of the month and the month following the employee is laid-off.
- 2.) Employee on a short term lay-off shall receive a lay-off slip, which shall include an expected date of return.

APPENDIX "A"
Part-time Employees

Except as modified in this Section. All applicable provision to the Collective Agreement shall apply to part-time employees except that the following Articles have no application to part-time employees.

1.) Article 11.01

Probationary period to apply. Part-time seniority shall be calculated based on total hours worked (regular and overtime).

2.) Article 11.02

Part-time employees shall be laid-off in order of their seniority prior to full-time employees.

3.) Article 11.07

A part-time seniority list shall be posted during the first full week of every quarter (January, April, July, October) based on the total hours work in the prior quarter. The seniority list that is posted at the time will be the one (1) that is utilized for the purposes of scheduling overtime, lay-offs, promotions, and recalls. Part-time employees shall be scheduled or called in for work by seniority.

4.) Article 13.01

A part-time employee shall be given the opportunity to apply for available full-time positions before such is posted outside the Bargaining Unit and shall be hired in order of most seniority, provided they have the necessary skill and ability to perform the job.

Should a part-time employee be awarded a full-time position, their name shall appear on the full-time seniority list, reflecting their hire date as the day in which they started the full-time position. For clarity, vacation pay shall continue to be based on the employee's original date of hire which maybe the part-time hire date.

5.) Article 16.01 and 16.04

Part-time employees shall receive the same holidays as stipulated in Article 16.01 but their holiday pay shall be paid in accordance with Employment Standard Code.

6.) Schedule “A” Wages

Sick Pay Allowance

Bereavement Leave Bereavement Leave will be based on average number of hours working in the past thirty (30) calendar days.

Pension “All employees are eligible for Pension Benefits”

7.) Schedule “B” Vacation

Part-time employees shall receive vacation pay on their bi-weekly pay stub as follows:

Employees with less than one (1) year of service will be granted 2% vacation based on their total regular earnings per pay period.

Employees with one (1) or more years of service will be granted 4% vacation based on their regular earning per pay period.

8.) Schedule “C, D, and E”

Part-time employees shall not be eligible to participate in the Health and Welfare Benefit plan.

9.) Schedule “F” Lay-off and Premiums

LETTER OF UNDERSTANDING #1
New facility

Between:

**VersaCold Group
Lethbridge, Alberta
(Hereinafter Called “The Company”)**

And

**Miscellaneous Employees,
Teamsters Local Union No. 987 of Alberta
(Hereinafter Called “The Union“)**

Once the new VersaCold facility is operational in Lethbridge, the terms and conditions of this Agreement shall apply and both locations shall be treated as a single Bargaining Unit.

LETTER OF UNDERSTANDING #2
Amendment to Article 17.10

Between:

**VersaCold Group
Lethbridge, Alberta
(Hereinafter Called “The Company”)**

And

**Miscellaneous Employees,
Teamsters Local Union No. 987 of Alberta
(Hereinafter Called “The Union”)**

For the purpose of disbursement of violation to Article 17.10.

Article 17, Clause 17.10, states “Supervisors shall not perform work normally performed by employees, except in the case of emergency or for the purpose of instructing.

We agree that any violation of the above shall result in payment to the most senior employee, should they file a grievance, on that shift receiving a minimum of four (4) hours pay at regular rate of pay for any work done by Supervisors or Non-Bargaining Unit employees.

MEMORANDUM OF AGREEMENT #1
Alberta Healthcare Premiums

Between:

**VersaCold Group
Lethbridge, Alberta
(Hereinafter Called "The Company")**

And

**Miscellaneous Employees,
Teamsters Local Union No. 987 of Alberta
(Hereinafter Called "The Union")**

The parties agree to the following agreement to all outstanding issues and agree to recommend acceptance by their principals.

This is based on the Company proposal of March 26, 2008, with the following amendment.

- 1.) The Company agrees that at the exact moment premiums may cease to be required for the payment of Alberta Health Care premiums, these premiums will be shared equally among the employees on the payroll effective that date, in the form of bi-weekly bonuses. (1/26 annual premium each pay period).

These premiums will be paid to each employee on the payroll as of that date and as so long as the person continues to be an employee of the Company.

MEMORANDUM OF AGREEMENT #2
Payroll Errors

Between:

**VersaCold Group
Lethbridge, Alberta
(Hereinafter Called “The Company”)**

And

**Miscellaneous Employees,
Teamsters Local Union No. 987 of Alberta
(Hereinafter Called “The Union”)**

For the purpose of clarification and process of Payroll Errors.

The Company agrees to the following process for hourly employees regarding payroll errors:

Payroll Errors \$250.00 or greater will be paid by Company cheque and forwarded to the employee within five (5) business days of notification to the Company. Employees are responsible to detail the error in writing and submit to their Supervisor and/or Manager. Employees next regular pay statement will reflect the cheque amount, and/or any adjustments that need to be made.

Payroll Errors \$249.99 or less will be paid in cash to the employee within five (5) business days of notification of the Company. Employees are responsible to detail the error in writing and submit to their Supervisor and/or Manager. Reflection of the payment made will be shown and or adjusted on the employee’s next regular cheque. Employees next regular pay statement will reflect the cheque amount, and/or any adjustments that need to be made.

MEMORANDUM OF AGREEMENT #3
Unused Vacations

Between:

**VersaCold Group
Lethbridge, Alberta
(Hereinafter Called “The Company”)**

And

**Miscellaneous Employees,
Teamsters Local Union No. 987 of Alberta
(Hereinafter Called “The Union”)**

For the purpose of clarification regarding Schedule “B” vacation, the Union and the Company have agreed to the following:

All employees must take their annual vacation entitlement. The Employer will meet with those employees that have not taken all of their vacation during the last three (3) months of the vacation year to discuss and schedule said vacation.

Signed at Lethbridge, Alberta this _____ day of _____, 2018.

VersaCold Logistics Services ULC
Lethbridge, AB

Miscellaneous Employees,
Teamsters Local Union No. 987 of Alberta
Calgary, AB

Derril Hackl

Darin Melnechenko

Lorna Jellow

Robert Deschamps

Peter Emard