

Collective Agreement

- between -



Univar Canada Ltd.
Edmonton, Alberta
(hereinafter called "the Company")

- and -

Miscellaneous Employees,
Teamsters Union Local No. 987 of Alberta
Edmonton, Alberta
(hereinafter called "the Union")

September 1, 2016 – August 31, 2019

Table of Contents

Article No. 1 – Purpose of Agreement	1
Article No. 2 – Recognition and Scope	1
Article No. 3 – Union Security	1
Article No. 4 – Deduction of Dues	2
Article No. 5 – Union Activities of Employees and Leave for Union Business	2
Article No. 6 – Shop Stewards	3
Article No. 7 – Inspection Privileges	3
Article No. 8 – Union Notices	3
Article No. 9 – Management	3
Article No. 10 – Conflicting Agreement	4
Article No. 11 – Grievance Procedure	4
Article No. 12 – Job Classifications and Pay	7
Article No. 13 – Hours of Work	8
Article No. 14 – Overtime	10
Article No. 15 – Recognized Holidays	11
Article No. 16 – Annual Vacation Leave	12
Article No. 17 – Benefits	13
Article No. 18 – Leave of Absence	13
Article No. 19 – Workers’ Compensation Coverage	14
Article No. 20 – Seniority	14
Article No. 21 – Separation of Employment	16
Article No. 22 – Severance Pay	16
Article No. 23 – Safety & Health	16
Article No. 24 – Work Clothes	16
Article No. 25 – Tools	17
Article No. 26 – Medical Examinations	17
Article No. 27 – Disciplinary Action	18
Article No. 28 – No Strikes or Lockouts	19
Article No. 29 – Article Headings	19
Article No. 30 – Savings Clause	19
Article No. 31 – Duration of Agreement	20
Schedule “A”	21
Re: Job Classifications and Pay	
Schedule “B”	24
Re: Employee Benefits	

This Agreement entered into this ____ day of _____ 2016.

Between: **Univar Canada Ltd.**
Edmonton, AB
(hereinafter referred to as the “Company”)

PARTY OF THE FIRST PART

And: **Miscellaneous Employees,**
Teamsters Union Local No. 987 of Alberta
Edmonton, AB
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Article No. 1 – Purpose of Agreement

1.1 The Company and employees are committed to being the preferred quality partner for the distribution of chemicals and services in its market. This requires combining economic success with social and environmental responsibility to become the benchmark of excellence in this business. The parties are committed to recognizing and valuing each other’s ideas and successes, encouraging individual initiative, and creating a personally satisfying work environment.

The purpose of this Agreement is to establish employment conditions which will support achievement of this purpose.

Article No. 2 – Recognition and Scope

2.1 Bargaining Unit

The Company recognizes the Union as the sole and exclusive Bargaining Agent for all employees set out in Alberta Labour Relations Board certificate 317-2000, namely, “All Warehouse employees in Edmonton”. The parties also agree to voluntarily recognize warehouse employees performing the same work in the Sturgeon facility.

Article No. 3 – Union Security

3.1 The Union recognizes the right of the Company to hire whomever it chooses, subject to the seniority provisions contained herein. The Company shall consider suitable applicants for employment referred by the Union.

3.2 The Company agrees when new employees are hired, the Company shall have such new employees fill in the required Union Membership Cards prior to commencing work, and mail same in to the Union offices immediately.

- 3.3 All employees shall be required to be a member of the Union as a condition of employment with the Company.

Article No. 4 – Deduction of Dues

- 4.1 All employees shall be required to sign authorization for check-off of Union dues, initiation fees, and assessments uniformly required of all employees which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check off shall be irrevocable.
- 4.2 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, initiation fees, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the check off list mentioned.
- 4.3 Where a dispute exists with respect to the payment of deductions, the Company will cooperate in providing the Union with copies of the appropriate payroll records.
- 4.4 The Company shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

Article No. 5 – Union Activities of Employees and Leave for Union Business

- 5.1 The Company shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. During an authorized leave of absence, an employee shall maintain and accumulate seniority.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- 5.2 If leave of absence is granted to an employee who has been elected to a full-time office in the Union, an employee shall continue to accrue seniority for the duration of the Collective Agreement. The terms of this leave of absence will be automatically renewed for the term of each subsequent Collective Agreement. The employee(s) shall continue to accumulate seniority during such a leave. An employee on such leave must advise the Company, in writing, at least thirty (30) days in advance of the date on which he will be returning to work as a regular employee.
- 5.3 The Company will not discriminate against any employee because of membership or activity in the Union.

Article No. 6 – Shop Stewards

6.1 The Company will recognize the Shop Steward selected in accordance with the Union rules and regulations as the Representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to elect and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.

There shall be no discrimination against the Shop Steward for lawful Union activities.

6.2 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union officers any violation of this Agreement.

6.3 The Union will advise the Company of the identity of all Stewards and will also give notice within seventy-two (72) hours of any new appointment or removal thereof.

6.4 Shop Stewards shall be allowed to take up grievances during working hours.

6.5 Up to one (1) Shop Steward from the Sturgeon Site and up to two (2) Shop Stewards from the Edmonton site shall be allowed time off work with pay for attending collective bargaining for the renewal of this Agreement.

Article No. 7 – Inspection Privileges

7.1 An authorized Agent of the Union shall have reasonable access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

Article No. 8 – Union Notices

8.1 The Company agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there shall be no interference by the Company with said notice board.

Article No. 9 – Management

9.1 The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Company except as specifically limited by the provisions of the Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company:

(a) To plan, direct, and control operations;

- (b) To direct its working forces, to assign and re-assign jobs or duties, to set standards of work performance and evaluate performance; to maintain order, discipline, and efficiency;
- (c) To hire, transfer, layoff, recall, promote, demote, classify, assign duties; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time;
- (d) To determine the methods of operation; and whether work is to be performed by employees or by other means;
- (e) To determine locations of its operations and activities, and to determine products to be handled, stored, manufactured, shipped or sold; to discontinue or add product lines or services, to sell, merge, consolidate or lease the business, or any part thereof;

provided such actions are not inconsistent with the terms of this Agreement.

The Company reserves any and all of its prior rights, which have not been modified, limited, restricted, or released by specific wording elsewhere in this Agreement.

- 9.2** The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time the rules and regulations to be observed by the employees provided such rules and regulations are not inconsistent with the terms of this Agreement.

Article No. 10 – Conflicting Agreement

- 10.1** The Company agrees not to enter into any agreement or contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void.

Article No. 11 – Grievance Procedure

11.1 Definition of Grievance

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

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) days following the event-giving rise to such grievance shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

11.2 Settling of Grievances

An earnest effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievances. If the difference is not settled within one (1) day or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

Step One

The grievance shall be submitted in writing to the employee's Supervisor through the Union within seven (7) days of the date that the Grievor(s) receives the Company's reply from the discussion process referenced in the paragraph above.

The grievance when presented in writing shall contain:

- (a) A summary of circumstances giving rise to the grievance.
- (b) The provision(s) of the Agreement considered violated.
- (c) The particulars of the remedy sought.

The employee's Supervisor shall meet with the Union representative within five (5) days of receipt of the grievance and shall render a decision in writing within five (5) days of this meeting. The Grievor(s) may be present at this meeting if requested by either party.

Step Two

Failing satisfactory settlement being reached in Step One, the Union representative within five (5) days of receipt of the decision in Step One, will advance the grievance in writing to the Branch Manager. The Branch Manager with or without the employee's Supervisor, or their designates, shall meet with the Union representative within five (5) days of receipt of the grievance and shall render a decision in writing within five (5) days of this meeting. The Grievor(s) may be present at this meeting if requested by either party.

Step Three

Failing satisfactory settlement being reached in Step Two, within fourteen (14) days of receipt of the decision in Step Two, the grievance may be referred in writing to arbitration by either party.

11.3 Policy Grievance

A policy grievance may be initiated by the Company or the Union where the dispute involves a question of general application or interpretation of the Agreement. A policy grievance shall commence at Step 2 of the Grievance Procedure.

The aggrieved party shall submit the grievance in writing within fifteen (15) days of the date of the occurrence giving rise to the grievance. The grievance when presented in writing must be signed by the Union or Company, and shall contain:

- (a) A summary of circumstances giving rise to the grievance.
- (b) The provision(s) of the Agreement considered violated.
- (c) The particulars of the remedy sought.

Failing satisfactory settlement being reached within fourteen (14) days of receiving the grievance in writing, the grievance may be referred in writing to arbitration by either party.

Arbitration

- 11.4** When one party submits a grievance to Arbitration in accordance with Article 11.2 or 11.3, that party shall notify the other party in writing, of its intention to submit the grievance to Arbitration and such notice shall include the name and address of the first party's nominee to the Arbitration Board.
- 11.5** The other party shall, within ten (10) days of receipt of such notice, notify the first party, in writing, of the name and address of their nominee to the Arbitration Board.
- 11.6** The two (2) nominees so named shall, within fifteen (15) days, jointly appoint a third Arbitrator who shall be the Chairperson of the Arbitration Board.
- 11.7** If the Company's nominee and the Union's nominee fail to jointly appoint a third Arbitrator within the time limits, or if one (1) party fails to appoint a nominee within the time limits, the Director of Mediation Services shall appoint the nominee(s) in accordance with the Alberta Labour Relations Code.
- 11.8** The Company and the Union may by mutual agreement, in writing, agree to a single Arbitrator who shall be the Chairperson and constitute the Arbitration Board.
- 11.9** The Company and the Union shall each bear the total costs of its respective nominee to the Arbitration Board and shall bear equally the total costs of the Chairperson of the Arbitration Board.

- 11.10** The decision of the majority shall be the decision of the Arbitration Board. Where there is not majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final, binding, and enforceable on all parties affected. The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- 11.11** The time limits specified in both the Grievance and Arbitration procedures may be extended by mutual agreement between the Company and the Union. Mutual agreement to extend time limits must be in writing and signed by both parties before it will constitute mutual agreement for the purposes of this provision.

Article No. 12 – Job Classifications and Pay

- 12.1** Job classifications and pay shall be according to Schedule “A” attached to and forming part of this Agreement.
- 12.2** Pay Days
- Employees will be paid every two (2) weeks with up to a one (1) week period after the end of a pay period allowed for payroll processing.
- 12.3** The Company shall provide every employee on each payday with an itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked, applicable overtime rate, and all deductions made from the gross amount of wages.
- 12.4** The Company retains the sole discretion to operate and amend compensation programs such as incentive or performance pay as an addition to the pay conditions contained in Schedule “A”.
- 12.5** When a new classification is created for which a pay rate does not exist in the Agreement, the Company shall establish a rate for such a job. If the Union disagrees with such pay rate, the matter shall be settled through the Grievance Procedure.
- 12.6** When an employee is assigned work coming under more than one (1) wage category for four (4) hours or more in any one (1) day, the higher rate shall prevail, but at no time shall an employee be required to work for less than his normal rate of pay.
- 12.7** If an employee is promoted to a position in a higher job classification, the employee shall be placed at the progression level for the new position that is two (2) progression levels higher than the employee’s rate on the date of promotion. The employee’s time interval for progression to the next progression level shall be determined starting from the date of promotion. To maintain the top progression level in the new position, an employee must meet all of the requirements of the position within a reasonable time.

12.8 Work that is required by the Employer on a temporary basis shall be assigned to employees outside the department in the following manner:

- (a) Senior qualified employees who have expressed an interest in working on temporary assignments.
- (b) Where there are not a sufficient number of volunteers, the junior qualified employees shall be assigned the temporary work at the Company's discretion.
- (c) Notwithstanding (a) and (b) above, where there is a need to temporarily reassign employee(s), and junior qualified employees are not readily available, the Employer may at its discretion reassign other qualified employees.

Article No. 13 – Hours of Work

13.1 Regular Work Schedules and Compressed Work Week Schedules

Regular schedules for employees shall be defined for the purposes of this Agreement as up to eight (8) hours per day, averaging forty (40) hours per week and averaging five (5) days of work per week as determined by the Company. The Company may also establish schedules with variable hours of work per day, including compressed workweek schedules, which average up to forty (40) hours per week over the rotation cycle of the schedule. Compressed workweek schedules that exceed ten (10) ten hours per day shall require mutual agreement between the Company and the Union respecting conditions that will apply to implementing such schedules.

Scheduled days off on regular schedules and compressed work week schedules will be consecutive recognizing that schedules which have variable numbers of consecutive days off may have single day breaks during the rotation cycle of the schedule.

The Company will consult with the Union prior to the implementation of any compressed workweek schedule.

13.2 Employees shall be entitled to two (2) fifteen-minute paid rest breaks on each scheduled day of work.

13.3 Employees shall be entitled to one (1) unpaid meal break of a one-half (1/2) hour (or such meal period as may be mutually agreed between the employee and the Company) on each scheduled day of work. The meal break shall be taken at approximately the mid-point of the shift.

13.4 (a) Normal starting times for regular schedules will be after 6:00 a.m. and before 10:00 a.m. as determined by the Company based on operating needs. Employees working regular schedules with starting times that do not fall within this time range will receive a shift differential of fifty dollars (\$50.00) for each weekly assignment of forty (40) regular hours of work or more worked on this shift.

If an employee's regular schedule requires eight (8) regular hours of work or more on a Saturday and/or Sunday, the employee shall receive a weekend differential of thirty dollars (\$30.00) for each Saturday and for each Sunday worked on this shift.

- (b) Except in the case of emergencies, if an employee's regular schedule is permanently changed, the Employer will be required to provide seven (7) days notification to all affected employees.

13.5 All employees engaged in dirty work where they would require a longer wash up period to get clean, such employee shall receive up to fifteen (15) minutes paid wash up period commensurate with the type of work involved.

13.6 Call-ins

- (a) If an employee is required to report to the plant for a call-in at times that are not contiguous with an employee's regular shift, the employee will be paid a minimum of four (4) hours pay at time one-half ($1 \frac{1}{2} \times$) the employee's regular rate, or for the actual hours worked at time and one-half ($1 \frac{1}{2} \times$) the employee's regular rate, whichever is the greater.
- (b) The second and any subsequent call-in on the same day or during an employee's days off will be paid at two times ($2 \times$) the employee's regular rate for the actual hours worked plus travel time.

13.7 On Call Duty

The Company will develop their Site Specific On-Call roster and schedule requirements if applicable, which will be assigned first to qualified volunteers. Where there are insufficient numbers of volunteers for on-call, junior qualified Employees shall be assigned to the roster at the Company's discretion.

- (a) An employee assigned to be on call during a week will be paid an on call allowance of one hundred and fifty dollars (\$150.00) whether or not the employee is required to report to the plant for a call-in. During the week an employee is on call, s/he must be immediately available to report to duty or the foregoing on call allowance shall be forfeited. Employees will normally be scheduled for two (2) consecutive weeks of on call.
- (b) If an employee who is assigned as on call during a week is required to report for a call-in, such call-ins will be compensated according to Article 13.6.

Article No. 14 – Overtime

- 14.1 (a)** If an employee is required to work in excess of the hours of a regular work schedule or compressed work week schedule as outlined in Article 13.1, the employee will be paid one and one half times (1½ x) the employee's regular rate for the additional hours worked.
- i)** Site On call employees if applicable.
 - ii)** Senior qualified employees by site who perform the work in the department.
 - iii)** Other senior qualified Employees at the site.
 - iv)** Other senior qualified employees in the Bargaining Unit.

Notwithstanding the above, employees may be required to work overtime contiguous to their shift to finish the work assignment or duty.

- (b)** Notwithstanding 14.1 (a) above, employees who work on their day(s) of rest shall be compensated as follows:
- i)** Employees who work overtime on their days of rest shall be compensated at one and a half times (1½x) their regular rate of pay for the first eight (8) hours and two time (2x) their regular rate of pay for overtime hours worked in excess of eight (8) hours on that day.
 - ii)** Notwithstanding (i) above Employees shall be paid at the rate of two times (2x) their regular rate of pay for all overtime hours worked on their second and subsequent consecutive day(s) worked in that rest period.

14.2 Banked Overtime

An employee may elect to have any overtime, up to a maximum of forty (40) hours at any given time banked to his credit. The employee will have the option at the time the overtime is worked to bank it or be paid for it with the next pay. Banked overtime will be accrued during the periods of January 1 to June 30 and July 1 to December 31 each year.

Overtime, once banked shall be utilized as follows:

- (a)** It shall be taken as time off during the period in which it was banked.
- (b)** If not taken as time off it shall be paid out on the first (1st) pay following the end of the period in which it was banked.

The pay out of all, or part, of banked overtime hours prior to the end of a period will not be permitted.

Application for time off will be in accordance with the following:

- (a) Application for time off will normally be received two (2) weeks in advance of the date of absence and will be subject to the approval of the Company.
- (b) In the case of an emergency, an employee may be permitted to use banked overtime without having given the required two (2) week notice.
- (c) Banked overtime can be taken during peak vacation periods (i.e., Summer, Christmas, Easter) only after all other employees have had an opportunity to schedule their vacation.
- (d) Banked overtime leave will not be approved where additional cost will result for the Company or Company service will suffer.
- (e) Banked overtime must be taken in periods of not less than four (4) hours from his overtime bank. Such period shall be taken as a morning or afternoon but not a mid-day.

Article No. 15 – Recognized Holidays

15.1 The following shall be recognized 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	Employee's Birthday

15.2 If an employee is required to work on a recognized holiday, the employee will be paid one and one-half times (1½x) the employee's regular rate for hours worked in addition to the recognized holiday pay the employee is eligible to receive.

15.3 An employee is not entitled to recognized holiday pay if the employee:

- (a) Does not work on a recognized holiday when required or scheduled to do so, or;
- (b) Is absent from employment without the consent of the Company on the employee's last regular workday proceeding, or the employee's first regular work day following a recognized holiday.

15.4 For employee's working a regular workweek schedule, if a recognized holiday falls on a full-time employee's scheduled day off, a day off in lieu will be provided before or after the recognized holiday.

15.5 Recognized holiday pay for full-time employees working compressed work week schedules up to and including ten (10) hours per shift shall be applied as follows:

- (a) If a recognized holiday falls on an employee's scheduled working day, the employee will be provided with the day off and paid the regular hours of the compressed workweek shift for each recognized holiday the employee is eligible to receive.
- (b) If a recognized holiday falls on an employee's scheduled day off, the employee will be paid eight (8) hours for each recognized holiday the employee is eligible to receive.
- (c) If a compressed workweek schedule involving more than ten (10) hours per day is to be implemented, the basis for payment of recognized holidays shall be mutually agreed between the Company and the Union.

15.6 Part-time or Casual employees will be paid for recognized holidays according to the provisions of the Employment Standards Code.

Article No. 16 – Annual Vacation Leave

16.1 An employee's vacation entitlement period runs from the employee's anniversary date of one (1) year to his or her anniversary date in the following year.

Vacation Pay shall be paid as percentage, based upon the previous year's total earnings minus the bonus.

16.2 Vacation Entitlement

- (a) Employees with one (1) to two (2) years of service shall be entitled to two (2) weeks' vacation with pay with vacation pay calculated based on four percent (4%) of an employee's total earnings minus the bonus.
- (b) Employees with three (3) to nine (9) years of service shall be entitled to three (3) weeks' vacation with pay with vacation pay calculated based on six percent (6%) of an employee's total earnings minus the bonus.
- (c) Employees with ten (10) to seventeen (17) years of service shall be entitled to four (4) weeks' vacation with pay with vacation pay calculated based on eight percent (8%) of an employee's total earnings minus the bonus.
- (d) Employees with eighteen (18) to twenty-four (24) years of service shall be entitled to five (5) weeks' vacation with pay with vacation pay calculated based on ten percent (10%) of an employee's total earnings minus the bonus.

- (e) Employees with twenty-five (25) years of service or more shall be entitled to six (6) weeks' vacation with pay with vacation pay calculated based on twelve percent (12%) of an employee's total earnings minus the bonus.
- (f) In calendar years during which employees attain their three (3), ten (10), eighteen (18) and twenty-five (25) year anniversary date, employees will be entitled to three (3), four (4), five (5) and six (6) weeks' vacation respectively.
- (g) Vacation pay adjustments shall be made once a year (normally during the first pay period in December) recognizing the employees receive their regular pay during scheduled vacations and this may vary from actual vacation pay entitlement calculated according to the above provisions. The adjustment is calculated based on earnings for the period Sept 1st to August 31st each year.
- (h) Vacations shall be scheduled based on operational needs. For scheduling purposes, one week of vacation will be based on forty (40) hours of work. All vacations will be selected in order of site seniority within the Department. Vacation requests during prime time (June 1 – September 30) shall be limited to a maximum of up to 2 weeks' vacation selection. Insofar as possible, Employee vacations will be scheduled during prime time. In the event, there are remaining vacation weeks available during the prime period, additional vacation requests beyond the two (2) week maximum will be awarded in order of seniority.

16.3 If a recognized holiday falls during the annual vacation of a full-time employee, one (1) additional day off with pay will be granted on a date mutually agreed between the employee and the Company.

16.4 The Employer will pay vacation pay adjustments on separate deposit.

Article No. 17 – Benefits

17.1 Employee benefit provisions are contained in Schedule “B” of this Agreement.

Article No. 18 – Leave of Absence

18.1 If an employee desires a leave of absence without pay for personal reasons, the employee must obtain permission in writing for the same from the Company. No legitimate and reasonable request for a leave of absence will be denied. During an authorized leave of absence, an employee shall maintain and accumulate seniority.

- 18.2** In case of death in the immediate family (immediate family includes spouse (including common-law relationship); child (including step-child); grandchild; sister and brother; mother and father (including step-parent); mother-in-law and father-in-law; grandfather and grandmother; brother-in-law and sister-in-law; spouse's grandparents, and legal guardian or ward), an employee shall be granted compassionate leave with pay for three (3) working days. Additional time off may be granted without pay or an employee may choose to augment compassionate leave by utilizing unused vacation time.
- 18.3** All time lost by an employee who has been summoned for Jury Duty or subpoenaed to appear as a Witness in a court proceeding not resulting from the employee's private affairs, shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practical. The employee will be required to forward any jury or witness fees paid by the courts to the Employer, with the exception of parking or lunch monies.

Article No. 19 – Workers' Compensation Coverage

- 19.1** When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.
- 19.2** The Company agrees to pay any employee on Compensation the difference for what he is receiving from W.C.B. payments and an employee's regular take home pay for up a maximum of three (3) months for each claim recognized by the Workers' Compensation Board.
- 19.3** If an employee is required to take time off during working hours for treatment of a compensable injury or illness covered by Workers' Compensation, the employee shall be paid wages for any lost regular hours of work that may be required to fill such commitment or requirement.

Article No. 20 – Seniority

- 20.1** Seniority shall be the length of continuous service within the Bargaining Unit.
- 20.2** The Company shall immediately and every six (6) months thereafter, supply the Union with a seniority list setting out the name, classification, and date of employment of all employees. A copy of this list will also be posted on the bulletin board.
- 20.3** In cases of layoffs, recalls, and filling vacancies, seniority shall govern provided that the affected employees are relatively equal in skill, ability and efficiency.

20.4 Job Posting

When a vacancy occurs, it shall be openly posted for seven (7) working days, and employees will be entitled to make application by signing the posting within the prescribed time limits. Employees may apply for lower paid jobs as well as higher paid jobs.

Any employee on an approved vacation, bereavement leave, or compassionate leave who will be returning to work within two (2) weeks, excluding Statutory Holidays, of the initial posting date shall have the opportunity of submitting a written application within three (3) working days upon their return.

20.5 An employee who fills a vacancy through the posting procedure shall be given a trial period of up to thirty (30) working days. If during this trial period the Company determines the employee is not satisfactory or if the employee does not wish to continue in the position, the employee shall revert to his/her former position.

20.6 Probationary Period

A newly hired employee shall be on probation for the employee's first sixty-five (65) days worked within the period of twelve (12) months from the first date of employment. A probationary employee's termination may be the subject of a grievance up to Step Two of the Grievance Procedure and the disposition of the grievance shall be final and binding at this Step. The termination of a probationary employee shall not be subject to arbitration at Step Three.

After completion of the probationary period, employees shall be entitled to seniority as of the date the employee entered the employment of the Company.

20.7 Seniority shall be lost and employment terminated if an employee:

- (a) Voluntarily leaves the employ of the Company, or;
- (b) Is discharged for cause, or;
- (c) After a lay-off fails to report for work for five (5) working days after being recalled by telephone and registered letter, or;
- (d) If absent without leave for five (5) working days without a legitimate reason, or;
- (e) Is on continuous lay-off for twelve (12) months.

If any laid off employee is not recalled within the aforementioned twelve (12) month period, he shall receive severance pay as set out in Article 22 herein.

20.8 If the Company lays-off or discharges the Shop Steward, the Union shall be advised prior to such lay-off or discharge.

Article No. 21 – Separation of Employment

21.1 If an employee is discharged by the Company, the employee shall be paid in full for all monies owing by the Company on the date of discharge. If an employee quits the Company of his own accord, the employee will be paid on the next regular payday.

21.2 When an employee leaves the employ of the Company for any reason or is laid off, the Company shall give to the employee his Record of Employment Certificate showing paid up credits to his last day of employment.

Article No. 22 – Severance Pay

22.1 Employees who are terminated for reasons other than retirement, resignation or terminated for cause shall receive minimum severance pay of two (2) week's pay for each completed year of service.

Article No. 23 – Safety & Health

23.1 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

23.2 The Company shall maintain an Occupational Health & Safety Committee for the Edmonton facility and the Union shall elect or appoint two (2) employees to be members of this Committee.

23.3 The Occupational Health & Safety Committee shall operate according to terms of reference contained in the Occupational Health & Safety Act of Alberta.

23.4 No disciplinary action shall be taken against any employee by reason of the fact that he has exercised a right conferred upon him under the Occupational Health & Safety Act.

23.5 There shall be two (2) employees in the Company designated as First-Aid Attendant at least one (1) of whom shall be a member of the Bargaining Unit. The First-Aid Attendant shall be paid one dollar (\$1.00) per hour in addition to his/her regular rate of pay.

Article No. 24 – Work Clothes

24.1 The Company shall provide and maintain for each employee free of charge, with the following:

- (a) Sufficient coveralls or smocks to maintain a reasonable degree of cleanliness each week.
- (b) The Company shall supply any safety equipment as required by the Workers' Compensation Board or a Material Safety Data Sheet without charge.
- (c) Wherever they are required to be used on the job, the Company shall supply, free of charge, safety glasses meeting Company approved standards, safety footwear, rubber clothes, rubber boots and gloves.
- (d) Full cost of appropriate footwear in condition warranted areas, such as Acid Room. Such footwear is to remain on Company premises.
- (e) Storm coats in exposed areas such as Tank area. Insulated weather appropriate clothing in all areas.

Article No. 25 – Tools

25.1 All tools and equipment required by the employees to properly perform the functions of their jobs shall be furnished by the Company and shall be its property at all times.

Article No. 26 – Medical Examinations

26.1 Any medical examination requested by the Company shall be complied with, provided however that the Company shall pay for all such examinations including wages for any lost regular hours of work that may be required.

26.2 Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify his right to drive such motor vehicle or to obtain an Air Ticket, the Company shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examinations.

A physician's note may be required for an absence due to illness in excess of three (3) consecutive days.

A physician's note may be required for absences of any duration when an employee has been absent due to illness in excess of six (6) days in any calendar year commencing January 1 and ending December 31.

Costs associated with physician's notes requested by the Employer shall be reimbursed by the Employer.

Article No. 27 – Disciplinary Action

- 27.1 (a)** Disciplinary action may not be taken by the Company except just cause. The Company will issue discipline recognizing the principles of progressive discipline. All disciplines of a similar nature shall be issued in the following manner;
- i)** Verbal warning
 - ii)** Written warning
 - iii)** Suspension(s)
 - iv)** Termination

Notwithstanding the above, based on severity and/or frequency, discipline may not necessarily follow the progressive discipline steps.

- (b)** Investigative proceedings shall be completed within fourteen (14) working days (of the Employee's regular working schedule), of the incident or knowledge of the incident by the Company. The decision to impose disciplinary sanction(s) shall be communicated to the employee within five (5) working days (of the Employee's regular schedule) following completion of the investigation, otherwise the discipline shall be invalid. Where the Company requires additional time to complete its investigation, they shall advise the Union Business Agent of such.

27.2 Personnel Records

One (1) personnel file shall be maintained by the Company for each employee. An employee shall have the right to read and review his/her personnel file at any time upon reasonable notice and by request to the Company. On request, the employee shall be provided with copies of any disciplinary document or record contained in the employee's personnel file.

An Employee who has been subject to disciplinary action may, after twenty-four (24) months of continuous service (exclusive of any periods of leave of absence in excess of thirty (30) days), from the date the disciplinary measure was invoked, request in writing that their disciplinary file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the twenty-four (24) month period.

- 27.3** Any discharged or suspended employee, within five (5) days of his discharge or suspension shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. Time shall be of the essence and the five (5) days to be exclusive of Saturdays, Sundays, or general holidays.

27.4 Right to Have Union Steward Present

When the Company intends to schedule a disciplinary meeting (including a disciplinary investigation meeting), the Company shall so notify the employee in advance of the purpose of the interview.

27.5 An employee shall have the option to have a Union Steward present at any disciplinary meeting (including a disciplinary investigation meeting) with the Company.

27.6 Protection of Rights

It shall not be a violation of this Agreement and it shall not be cause for discipline or discharge, if any employee or employees refuse to go through the legal picket line of a Union, nor shall the exercise of any rights permitted by law be a violation of this Agreement. This shall not apply to picket or placard lines established as a result of a jurisdictional dispute between two (2) or more Unions.

Article No. 28 – No Strikes or Lockouts

28.1 The Company agrees that it shall not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement, or any extension thereof.

28.2 The Union agrees that there shall be no collective action which shall stop or interfere with production during the term of this Agreement or during the time the said Agreement is under negotiation, or re-negotiation.

Article No. 29 – Article Headings

29.1 The Article headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

Article No. 30 – Savings Clause

30.1 Should any part hereof or any provision herein contained be tendered or declared invalid by reason of any existing or subsequently enacted Legislation or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions and such remaining portions shall continue in full force and effect.

30.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the arbitration procedure as outlined in Article 11.

Article No. 31 – Duration of Agreement

31.1 This Agreement shall be in full force and effect from and including September 1st, 2016 to and including August 31st, 2019 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the termination date of this Agreement, to give notice in writing to the other party requiring the other party to commence collective bargaining with a view to conclusion of a renewal or revision this Agreement. If neither party provides notice in accordance with this provision, the Agreement shall continue in full force and effect for one (1) additional year and from year to year thereafter until notice is served by either party.

Schedule "A"
Re: Job Classifications and Pay

Job classification and pay rates for employees are set out in this Schedule. An employee's progression level for the employee's position will be determined by the Company based on satisfactory job performance and experience on-the-job according to the time intervals for each progression level. This experience accrues through active work time. Periods such as lay-offs, leaves of absence, and illness or injury will not be included in an employee's experience accrual.

Progression increases will be implemented on the first day of a pay period. If an employee's review date occurs after the first day of a pay period, the employee's increase will be effective on the first day of the following pay period.

Employees shall be required to progress to the top progression level for the position as a condition of employment.

An employee's starting progression level on initial employment shall be determined at the discretion of the Company.

Warehouse Worker

Months of service	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Start	23.97	24.47	25.27
3 months	25.45	25.95	26.75
12 months	26.93	27.43	28.23
24 months	28.39	28.89	29.69
36 months	29.87	30.37	31.17

Operator - Production

Months of service	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Start	24.86	25.36	26.16
3 months	26.35	26.85	27.65
12 months	27.82	28.32	29.12
24 months	29.29	29.79	30.59
36 months	30.76	31.26	32.06

Operator - Bulk

Months of service	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Start	25.06	25.76	26.66
3 months	26.55	27.25	28.15
12 months	28.02	28.72	29.62
24 months	29.49	30.19	31.09
36 months	30.96	31.66	32.56

Laboratory Technician

Months of service	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Start	22.20	22.70	23.50
3 months	23.57	24.07	24.87
12 months	24.94	25.44	26.24
24 months	26.31	26.81	27.61
36 months	27.66	28.16	28.96

Administrative Clerk

Months of service	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Start	18.66	19.16	19.96
3 months	19.81	20.31	21.11
12 months	20.95	21.45	22.25
24 months	22.08	22.58	23.38
36 months	23.23	23.73	24.53

Foreman

Months of service	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Start	29.97	30.47	31.27
12 months	31.61	32.11	32.91
24 months	33.26	33.76	34.56

Retroactive salary shall be paid for all hours worked from September 1st, 2016 to Date of Ratification (Sept 7, 2016) to all current employees.

Assignment of Duties

Assignment of duties to any employee regardless of Classification shall be at the exclusive discretion of Management so long as the employee is trained and competent to perform the required function safely.

Schedule “B”
Re: Employee Benefits

The conditions of this Schedule provide a summary of benefit coverage only. Conditions of the insurance policies and plan conditions shall govern eligibility in all respects. Such policies and plan conditions shall not be considered incorporated by reference into this Agreement, although the obligation of the Company to arrange the plan(s) on the terms set out herein is grievable.

Subject to the obligation of the Company to arrange the benefit coverage above, in the event a claim for benefits made pursuant to any insurance plan is denied by the insurance carrier, the Company shall not be held liable for such claim; and shall not be obligated to pay such benefits as were sought. Any dispute as regards eligibility or individual benefits shall be resolved strictly between the carrier and the claimant. Any such dispute as to the validity or invalidity of a claim shall not be subject, in any manner, to the grievance and arbitration procedure herein.

Employees as referred to in this Schedule shall include only permanent full-time employees employed for a minimum of thirty (30) hours per week.

1.) Alberta Health Care

Company pays premium costs from the first day of the month following employment.

2.) Group Life Insurance

Employee becomes eligible on the first day of the month following three (3) months of continuous service. Based on two times (2x) annual earnings. Employee pays \$.08/\$1,000 of insurance, Company pays the balance. Spouse and dependent life insurance premiums paid by Company.

3.) Optional Life Insurance

Employee becomes eligible on the first day of the month following three (3) months of continuous service. Participation is optional. Coverage is available for employee and employee's spouse in multiplies of \$10,000 to a maximum of \$500,000 (minimum of \$20,000). Employee pays the full premium cost.

4.) Optional Accidental Death and Dismemberment Insurance

Employee becomes eligible on the first day of the month following three (3) months of continuous service. Participation is optional. Coverage is up to five times (5x) annual earnings. Employee pays the full premium cost.

5.) Sick Leave Policy

Eligibility:

- | | |
|-----------------------------------|----------------------------------------------------------------------------|
| - 3 months up to 5 years' service | Full pay for 60 days, 66 2/3 pay for 61-90 days and 77.5% for 91-119 days. |
| - 5 or more years of service | Full pay for 90 days and 77.5% for 91-119 days. |

An employee must provide satisfactory proof of illness in situations the Company makes a reasonable request for certification of illness. The Company reserves the right to withhold sick leave benefits if an employee does not provide proof of illness when required or if an employee abuses sick leave benefits.

6.) Long-term Salary Continuation Insurance

Employee becomes eligible on the first day of the month following three (3) months of continuous service. Coverage is sixty percent (60%) of wages to a maximum benefit of ten thousand (\$10,000.00) dollars per month. The premium cost is paid by the employee. Benefits for two (2) years if unable to perform duties pertaining to occupation; after two (2) years benefit payable only if totally disabled.

7.) Dental Plan

Employee becomes eligible on the first day of the month following three (3) months of continuous service. Plan covers one hundred percent (100%) of basic dental care, fifty percent (50%) of major dental care, and fifty percent (50%) for orthodontia for dependent children to a two thousand (\$2,000.00) dollar lifetime maximum. Employee pays the full premium cost.

8.) Extended Health Care

Employee becomes eligible on the first day of the month following three (3) months of continuous service. Extended Health Care benefits include prescription drugs, medical and hospital charges. Company pays the full premium cost.

9.) Pension Plan

Employees shall be eligible to participate in the Company's corporate Pension Plan according to conditions established for the Province of Alberta.

10.) Vision Care

Employees become eligible on the first day of the month following three (3) months of continuous service. Vision Care plan will provide two hundred and fifty (\$250.00) dollars every twenty-four (24) months to employees and their eligible dependents.

Signed at Edmonton, Alberta this _____, day of _____, 2016.

**Univar Canada Ltd.
Edmonton, AB**

**Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, AB**

Peter Gupta

Wayne Skene

John Pritchard

John McLellan