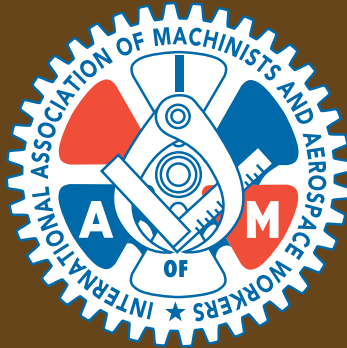


COLLECTIVE AGREEMENT

between:



**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
LOCAL LODGE 99**

and



KAL TIRE

April 1, 2014 to March 31, 2017

TABLE OF CONTENTS

ARTICLE	PAGE
Memorandum of Agreement	1
1. Bargaining Agency.....	2
2. Union Security.....	3
3. Dues and Deductions.....	3
4. Seniority	4
5. Vacancies, Postings, Promotion and Lay-off	6
6. Hours of work and Overtime.....	7
7. Paid Holidays	10
8. Vacation with Pay	12
9. General Provisions	13
10. No Discrimination.....	18
11. Rates of Pay	19
12. Union Recognition of Management	20
13. Group Insurance, Sickness Benefits and Bereavement Leave.....	21
14. Workers' Compensation.....	25
15. Grievance Procedure	26
16. Strikes and Lockouts.....	28
17. Union Relationships	28
18. Board of Arbitration	31
19. New Technology Change	33
20. Duration of Agreement	34
21. Layoff Pay in Lieu of Notice	34
Signatures	36
Schedule "A" – Wages	37
Schedule "B" – Special Conditions	39
Albian Sands Plant Sites, Fort McMurray Town Store, Mildred Lake, Mildred Lake Section Shop, CNRL Plant Site, Syncrude Plant Sites and Fort MacKay Industrial Park.	

<u>Letters of Understanding</u>	<u>PAGE</u>
Letter of Understanding – Housing Subsidy.....	42
Letter of Understanding – Inconvenience Pay	43
Letter of Understanding – Mine Site Trainees	44
Letter of Understanding – Kearn Project.....	45
Letter of Understanding – Inventory Technician.....	50
ATTENTION ALL MEMBERS	53
Calendars.....	55

MEMORANDUM OF AGREEMENT

Made this 28th day of October, 2014

For the contract period April 01, 2014 to March 31 2017

Between

KAL TIRE

Hereinafter referred to as the "Employer"

OF THE FIRST PART

–and–

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL LODGE 99

Hereinafter referred to as the "Union"

OF THE SECOND PART

WHEREAS the Union is certified as Bargaining Agent under Alberta Labour Relations Board certificate Number 56-2006 for the following:

"All Employees of Fort McMurray, Mildred Lake, Mildred Lake Section Shop, Albian Sands Plant Sites, Syncrude Canada Limited plant sites and Fort MacKay Industrial Park except clerical and sales personnel."

AND WHEREAS the Employer and the Union desire to establish and maintain conditions covering the hours of work, rates of pay and other working conditions between the Employer and Employees in order to maintain a harmonious relationship between the Employer and Employees covered by the terms of this Agreement, and

desire to provide a method of fair and amicable adjustment of disputes which may arise between them;

NOW THEREFORE THE EMPLOYER AND THE UNION MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 – BARGAINING AGENCY

- 1.01** The employer agrees to recognize the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on behalf of the above noted Employees at the following locations:
Fort McMurray Town Store
Syncrude Plant Sites
Mildred Lake Tire Shop
Mildred Lake Section Shop
Albian Sands Plant Sites
CNRL Plant Site
Fort MacKay Industrial Park
Kearl Site
- 1.02** The employer agrees to deal only with the Executive Officers and/or Business Representative of the Union in matters relating to changes of any terms or conditions of the Agreement.
- 1.03** If a bargaining unit Employee is required to perform duties of an Employee normally excluded from the bargaining unit for a period of thirty (30) days or longer, that Employee shall be excluded as provided for in Article 1.01 until he or she returns to former duties.

ARTICLE 2 – UNION SECURITY

- 2.01** The Employer agrees that as a condition of continued employment, all Employees for whom the Union is recognized as the sole bargaining agent in accordance with Article 1 hereof, must become members of the Union immediately upon commencing employment and must maintain membership in good standing in the Union, and the Union agrees to accept into membership in good standing all those who are so employed.
- 2.02** In the event any such person refuses to join the Union, (except for the religious exemption as provided for in the Labour Relations Code), or fails to maintain membership in good standing with the Union, the Employer shall forthwith upon being so notified by a member of the Union Executive or the Business Representative dismiss that Employee. Provided, however, that the Employer shall not be bound to dismiss any Employee who is expelled from the Union for other than reasonable, good and sufficient cause.

ARTICLE 3 – DUES AND DEDUCTIONS

- 3.01** The Employer agrees to deduct from the wages of each Employee, upon written authorization from the Employee which the Employer shall submit to the Employee for signature at the time of hire, such monthly dues or assessments as are provided therein.
- 3.02** Notification of any change in dues or assessment shall be given by a member of the Union Executive or the Business Representative to the employer.

The money deducted during the month shall be forwarded by the Employer to the Union Office not later than the fifteenth (15th) of the month following the date of deduction, together with a written statement of Name, Location, Employment Date and Termination Date of the Employees from whom deductions were made and the amount and purpose of each deduction. Any employees not paying dues in a specific period for reasons of compensation or sick leave shall be so noted.

ARTICLE 4 – SENIORITY

- 4.01** An Employee who transfers to a position outside of the bargaining unit shall continue to accumulate Company seniority, but will not continue to accumulate seniority for the purposes of layoff if ever he/she returns to the bargaining unit. Upon return, layoff seniority would be as of the day they left the bargaining unit.
- 4.02** Seniority may be exercised only in the location where the Employee is currently employed. If an Employee is transferred to another location by the Employer, his seniority shall be continued without interruption.
- 4.03** Employees shall serve a probationary period of three (3) calendar months. Seniority becomes effective when an Employee completes the probationary period and then shall date from the first day of service.
- 4.04** Seniority shall be determined by the total period of an Employee's service including vacations, authorized leave, sick leave and layoffs lasting less

than one (1) year, except as follows:

- (a) If an Employee is absent for more than seven (7) days without permission, or
- (b) If an employee fails to report to the employer every thirty (30) days when off duty to sickness or injury, or
- (c) If an Employee fails to return to work with one (1) week of notice requiring them to do so after a lay-off. The employer will notify the Union immediately if an Employee cannot
- (d) be contacted.

4.05 Seniority shall be considered to end when an Employee has been discharged or voluntarily leaves the service of the Employer, or has been laid-off for a period longer than one (1) year. Where it is found that an Employee is wrongfully discharged, that Employee shall not suffer any loss of seniority if reinstated to employment.

4.06 A seniority list will be composed by the employer, with all Union Members working at locations covered by this C/A, in order of the first day they started with Kal Tire and the IAM Local 99 starting from the most senior to the least senior, and provided to the Union office every month on the last day of the month and posted on the sites Union board.

**ARTICLE 5 – VACANCIES, POSTINGS,
PROMOTION AND LAY-OFF**

5.01 Where a vacancy occurs within the locations described in Article 1.01 or a new position is created, a notice will be posted on bulletin boards for a minimum of 15 calendar days at all Kal Tire locations. Application for the posting may be submitted to the Immediate Supervisor during the posting period.

Copies of every posted vacancy, for locations covered by this C/A, will be provided to the Union office.

Confirmation will be provided to all applicants prior to the closing date of the posting for which they have applied from the posting chair.

5.02 Posted positions shall be filled in accordance with the provisions of Article 5.03. When a suitable applicant is not found within the bargaining unit, the Employer may fill the position from other applicants either within or outside of the Company.

5.03 The employer agrees to recognize seniority together with training, knowledge, experience, physical fitness, efficiency and ability to perform the work when considering applicants to a posting.

Preference for all postings, at locations covered by this agreement, will be given to IAM Lodge 99 members over Kal Tire employees that are not from within this bargaining unit.

5.04 Lay-off criteria will be in reverse order of seniority, which means that the least senior Employee of a

category in a location affected will be laid-off first.

- 5.05** Recall of laid-off Employees will be carried out in order of seniority, with the most senior Employee of a category (Tire Technician, Section Shop, Town Shop Tire Technicians, or Mechanic) affected being recalled first.

The recall period is one year after layoff.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.01** This clause, where it defines the normal hours of work and workweek, shall not be construed as a guarantee of hours of work per day or per week, but merely provides the basis for the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter workday or workweek.
- 6.02** The Employer agrees to notify, and mutually agree with the Union, before making a change in the normal hours of work or implementing a new shift.
- 6.03** Each Employee who has left the premises and is called in for overtime work shall be entitled to a minimum of two (2) hours pay for such work
- 6.04** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1½) times the regular hourly rate, except as provided in Schedule “B” of this Agreement
- 6.05** Overtime shall be distributed as equitably as possible. First among all Employees within the department and then among those Employees qualified to perform the work. An overtime list will

be posted on the Bulletin Board at each location and will be kept up to date.

A current list of Employees will be posted at each branch for overtime hours. If any employee is called to work overtime and refuses, 12 hours is added to the employees total overtime hours. If an employee is called by phone to work overtime and is unavailable or does not answer, the manager will leave a message. 12 hours will be added to the total overtime hours. If an employee calls in sick on or before the employees last scheduled shift, the employee does not qualify to work overtime before their next regular shift. If all factors are equal, seniority will prevail for the first choice of overtime.

When an employee's transfers from another Branch the employees accrued overtime from the previous Branch will follow them.

- 6.06** The hours of work shall be consecutive with the exception of a fifteen (15) minute rest break during the first four (4) hours of the shift, an unpaid lunch break not to exceed one (1) hour and a fifteen (15) minute rest break during the last four (4) hours of the shift.

Employees on 12 hour shifts (as per Schedule "B" Special Conditions) will take a 15 minute paid rest break within the first 4 hours of their shift, and a ½ hour paid lunch break in the middle of their shift, and a 15 minute paid rest break within the last 4 hours of their shift.

- 6.07** When overtime work of more than one (1) hour is to be performed, immediately before or after a

regular shift, the Employee shall be given a fifteen (15) minute rest break.

- 6.08** When overtime work of more than two (2) hours is to be performed immediately before or after a regular shift, the Employee is also entitled to a meal allowance \$14.00 for a meal and beverage, except when a meal is provided.
- 6.09** The regular workweek will be Monday through Friday. However, an exception is made for the scheduling of a Tuesday through Saturday shift to serve the retail tire trade and mechanical business. The number and classification of Employees affected by the excepted shift schedule shall be determined by mutual agreement following notice to implement such a shift.
- 6.10** A day shift shall be considered as any shift commencing between the hours of 6:00 a.m. and 11:00 a.m.; an afternoon shift will be any shift commencing between the hours of 11:01 a.m. and 5:00 p.m.; a night shift will be any shift commencing between 5:01 p.m. and 5:59 a.m.
- 6.11** Employees required to be on-call shall be paid one (1) hour at overtime rate each day. Additionally, each call-out shall be paid by at least two (2) hours at overtime rate or overtime rate for actual hours worked, whichever is greater.

ARTICLE 7 – PAID HOLIDAYS

7.01 The Employer will recognize the following Holidays, for which Employees will be paid at regular rates for all Holidays in the Agreement, regardless of which day these may occur. Alternatively, an Employee shall receive a paid day off in lieu of a Holiday falling on a day which the Employee is not scheduled to work.

Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Heritage Day	Boxing Day
New Year's Day	

The Employer agrees to make all reasonable efforts to give the Employees a half (½) day paid holiday on Christmas Eve.

7.02 In order to receive pay for a Holiday the Employee must work on the last scheduled shift preceding and the first scheduled shift following the Holiday, unless failure to work on those days is accounted for by a letter in writing from a qualified medical practitioner to the effect that the Employee was unable to work due to illness, or if in the opinion of the Employer the Employee had a reasonable excuse for failing to work.

7.03 Notwithstanding 7.02 an Employee is eligible for this payment provided that a regularly scheduled leave of absence has been approved for the date preceding and/or following the holiday. Such

leave must be approved in advance of the Holiday by the Department Manager.

7.04 When an employee is required to work on a Holiday he shall receive one and one-half (1½) times his regular pay for hours worked in addition to regular pay for the holiday.

7.05 Where the Employer is under a contractual obligation to a 3rd party to maintain its operations on a Holiday, as listed in Article 7.01, an Employee required to work on that Holiday shall in all cases receive one and one half (1½) times his regular rate of pay for hours worked in addition to regular pay for the holiday.

7.06 An employee will be allowed to bank three (3) stat holidays per calendar year regardless if the stat is worked or not, subject to approval from immediate supervisor. Banked stat holidays are intended to fill up a block of vacation. The banked stats are not intended to gain extra vacation.

Employees working 7 day (7 on and off) shifts will be allowed to bank 4 (four) Statutory Holidays, and Employees working 6 day (6 on and off) shifts will be allowed to bank three (3) Statutory Holidays regardless if the Stat is worked or not. These banked stats are to be used with blocks of vacation and when to take them is subject to Supervisor approval per Article 8.02

ARTICLE 8 – VACATION WITH PAY

- 8.01** Employees shall earn and receive vacation with pay subject to terms and conditions set out as follows:
- 8.02** Preference for vacations shall be based on seniority except where the Employer considers it necessary or advisable to alter such preference in order to maintain an efficient operation. Vacation request forms will be submitted to the employer by March 1st. The employer will post vacation schedules by March 15th of each year. Vacations not scheduled by March 1st will be on a first come first served basis.
- 8.03** In the event that a Holiday occurs during an Employee's vacation period, the Employee may take an extra day at the beginning or end of his vacation period, or one day's pay in lieu thereof. The Employee must notify his Immediate Supervisor, regarding his intent, prior to commencing his vacation.
- 8.04** Employees who have been employed continuously by the Employer for two (2) years or more shall be entitled to three (3) weeks of vacation with pay. Employees who have been employed continuously by the Employer for eight (8) years or more shall be entitled to four (4) weeks of vacation. Employees who have been employed continuously by the Employer for twenty (20) years or more shall be entitled to five (5) weeks of vacation with pay. One vacation week (time off) will be equal to 40 hours.

- 8.05** In accordance with Alberta Labour Regulations an Employee is not allowed to work in lieu of taking at least two (2) weeks of annual vacation.
- 8.06** Vacation pay for all hourly workers shall be computed on the basis of one week's regular pay for every week of vacation to which the Employee is entitled. Any residual vacation shall be paid out immediately after January 1st annually.
- 8.07** A common anniversary date of January 1st shall be used for the purpose of scheduling annual vacation.

New Employees and Employees that change vacation weeks, will accrue and be allowed vacation per the formula set out in Employment Standards legislation. For Employees that have been employed for less than one year, and for Employees that have reached one year of employment and change years of vacation allowed per Article 8.04, their accrual and allowance to take vacation will be as per how the Employment Standards sets it out even with the Common Anniversary date.

ARTICLE 9 – GENERAL PROVISIONS

- 9.01** It is agreed between the parties hereto that, except as provided herein, time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the Employee agrees.
- 9.02** Without limiting the Union's recognition of Management as found in Article 12 hereof, the Employer agrees that no member of the bargaining

unit shall be in a position to exercise any function of Management relating to discipline or discharge of any Employee.

- 9.03** It is agreed that Part-time Employees shall not displace or replace any Permanent Employee.
- 9.04** Supervisors and other Employees outside the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency, or peak workload conditions.
- 9.05** The Employer agrees to make reasonable provisions for the maintenance of acceptable health and safety standards in the workplace and shall comply with the Occupational Health and Safety Act.
- 9.06** The Employer agrees to supply sufficient coveralls to Employees, as required, free of charge. The Employer agrees to supply winter clothing for Employees working outside.
- 9.07** Banking of overtime hours will be available as agreed between the Employer and the Employee.
- 9.08** Discipline notices older than one (1) year will be null and void provided there is no further discipline imposed during that period
- 9.09** A Safety Boot Allowance will be paid to each Employee once per calendar year within 4 weeks of employee submitting receipt. The boot allowance amount will be to a maximum of \$250.00 to all permanent employees, supported by Itemized receipts. This will include all boot related Accessories. Receipts will be accumulative and must be submitted all at once. All receipts will also

be submitted for the calendar year to which the purchase was made. There will be no carry overs.

9.10 A Tool Allowance will be paid to mechanics and/or apprentices of 3% or \$0.75 per hour, whichever is greater, based on proof of purchase for new or replacement tools required to perform their duties.

9.11 Employees called for Jury Duty or as a Crown Witness will receive their normal pay for work days missed.

9.12 Kal Tire will provide financial support for employees who seek to further their education in the following areas:

Kal Tire will provide financial support for approved employees who seek to further their education in the following areas:

1. Apprenticeship programs in Automotive Mechanics
2. Enrollment in Government of Canada (SUB Program) to 95%. Kal Tire will pay for tuition and books upon successful completion of yearly course work. All payments (amounts in excess of SUB Program payback, books and tuition) will be in the form of a forgivable loan cumulative over the four year course. The loan amount will be written off in 4 equal parts each after 6 months of employment after the employee has achieved journeyman status. Failure of the employee to remain employed with Kal Tire will result in the outstanding loan balance to be repaid immediately upon

termination or resignation. This will not apply to a permanent layoff or termination without cause. The company agrees to provide a statement of this amount annually.

3. The Company agrees to pay a maximum of one thousand dollars per apprenticeship year for approved housing with a valid receipt. The cumulative amount will be added to the forgivable loan as defined in 9.12.2
4. Apprentices will receive their next classification level upon completion of schooling and hours (hours will be cumulative throughout the whole apprenticeship program). The next level of pay will be retroactive to the date of return from school and upon certification of a pass mark and completion of required hours.

9.13 Persons not covered by this Agreement, except in cases of emergency job training purposes, shall not perform work that is normally performed by Employees covered by this agreement, except in abnormal peak workload conditions.

9.14 Any "Substance/Drug" policy that is to be implemented by the Employer will be negotiated between the parties, and if agreement cannot be reached in 60 days, or the Company is required by its customers as a condition of contract continuance, then the Company shall implement a substance drug policy that is in the best interest of all concerned.

9.15 The Tool Insurance coverage paid by Kal Tire will be increased to \$40,000 for losses suffered by the Employee that are directly related to a theft that

is the subject of a proper police investigation or through fire to the Kal Tire premises. This will not cover tools lost or misplaced during regular business hours. The Employee is personally responsible to provide digital images of their tools and to agree with the Immediate Supervisor on what tools are acceptable to have on location. The Employee is solely responsible for the \$200 deductible portion on any insurance claims.

9.16 In the event of the serious illness of a member of the immediate family of an Employee as such members are described in Article 13.04, then the Employee may apply to his Supervisor for a permitted temporary absence on compassionate grounds to assist and support such family member. The decision as to whether such temporary absence will be permitted and the conditions thereof, including the length and whether with or without pay, will be determined at the sole discretion of the immediate supervisor. The granting of any such temporary absence or refusal thereof, shall not at any time be deemed to be an established precedent or accepted past practice as regards the possible granting or refusal of any other employees' similar application including any conditions thereof, (e.g. However, any Employee being refused their application may request that the next level of Management review such decision).

9.17 If an employee is required to travel outside of the Municipality of Wood Buffalo on a regularly scheduled work day for medical reasons, then he/she will receive one (1) day's pay at the applicable

wage rates once per calendar year. The employee will supply a doctor's note verifying the appointment and/or visit.

ARTICLE 10 – NO DISCRIMINATION

- 10.01** No Employee shall be transferred, dismissed or discriminated against in any way for any lawful Union activity, or for serving in a responsible capacity with the Union, or the administration of or for reporting to the Union any violation of the provisions of this agreement.
- 10.02** Any Employee alleging wrongful transfer, dismissal or discrimination, may place his complaint before Union representatives and may lodge a grievance subject to the Grievance Procedure established in this Agreement.
- 10.03** This Collective agreement will include no discrimination for all that is included in the individual Rights Protection Act of Alberta.

The Company and the Union agree there will be no discrimination, intimidation or coercion exercised or practiced by the Company or by the Union, or by any of the representatives, with respect to any person because of race, colour, religious beliefs, sex, age, marital status, ancestry, or place of origin of that person, or to a person having a mental or physical handicap. The parties agree that harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no employee is subject to harassment in any form. Any complaints will be dealt with through the grievance procedure.

ARTICLE 11 – RATES OF PAY

- 11.01** The Employer agrees that during such times as this Agreement is in force, it will pay all persons covered by the terms of this Agreement who are hourly Employees not less than the rates set forth in Schedule “A” entitled rates of pay, which is attached hereto and made part of this Agreement, and if any Employee is receiving a wage rate in excess of the rates herein contained such wage shall not be reduced by reason of the signing of this Agreement.
- 11.02** It is agreed that in the event a new job classification is instituted, other than those set forth in Schedule “A” attached hereto, the Employer and the Union shall meet and negotiate a rate of pay and job description for such Employees.
- 11.03** All employees covered by this agreement, other than those employed at the Town Store, shall be paid not less than the rates set out in Schedule “B” Special Conditions.
- 11.04** The Employer agrees to perform annual performance appraisals; the review will consist of a written evaluation, which will be discussed with the Employee.
- 11.05** Payday will be every two (2) weeks on Thursday. All earnings accrued in a two (2) week period shall be remitted on the payday of the week following the end of a pay period. Pay stubs will be delivered to the employee within (3) business days.
- Any errors or omissions in a pay period that are under \$200 two hundred dollars will be corrected in

the following pay cheque. Any errors or omissions, where the employer was at fault, exceeding \$200 (two hundred dollars) will be corrected within 72 hours after notification of such error.

Should an employee be overpaid due to a clerical error the company shall first notify the employee of the over payment and negotiate a reasonable repayment plan.

- 11.06** The employer agrees to hold job discussions twice annually prior to January 1st and July 1st for all employees who are covered by this agreement and are either class "C" or class "B" rate in any category.

ARTICLE 12 – UNION RECOGNITION OF MANAGEMENT

- 12.01** The Union recognizes the right of the Employer to exercise the functions of Management including, without limiting the generality thereof, the right to hire new Employees and to direct the working force, to promote and demote, transfer, lay-off due to lack of work, suspend or otherwise discipline or discharge for just cause any Employee subject to the right of the Employee to lodge a grievance in the manner and to the extent hereinafter provided, and the Employer agrees to give to the Union notice of discharge for cause of any Employee within three (3) days of occurrence.
- 12.02** The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and alter from time to time reasonable rules

and regulations to be observed by Employees, which shall not be inconsistent with the provisions of this Agreement.

- 12.03** The Employer agrees to use its authority in a fair and reasonable manner.
- 12.04** The Employees and the Union agree that the foregoing enumeration of Management's rights shall not be deemed to exclude any other recognized functions of Management not specifically covered in this Agreement.

**ARTICLE 13 – GROUP INSURANCE, SICKNESS
BENEFITS AND BEREAVEMENT
LEAVE**

- 13.01** Employees shall pay one hundred (100) percent of Alberta Health Care insurance costs.

The Employer agrees to maintain a Life Insurance and a supplementary Health Insurance plan. The Employer agrees to maintain a benefits program providing coverage with limits set forth in the plan for group coverage. A permanent Employee shall become a member of this plan three (3) months after the date of hire. The Employer agrees to pay one hundred (100) percent of the premium costs of the Kal Tire Silver Plan for each Employee commencing one year after the date of hire. Any Employee that chooses to upgrade to the Gold plan will pay the cost difference from Silver. A booklet describing benefits under the plan will be provided to Employees and the Union Office from the Employer.

The Employer agrees to maintain a long-term salary continuance plan and the Employees agree to pay the full premium cost thereof. The benefit will be 66 2/3% up to a maximum of \$5,000 per month

For Employees who require corrective lenses, Kal Tire will pay the costs of one pair of safety lenses and frames excluding any expenses thereof for any photo grading or tinting of such lenses or any non-standard frames. Kal Tire will also pay the costs of an Employee's eye examination and any replacement lenses for such safety glasses if the examination is reasonably required because of an Employee's astigmatism changing during a period less than 2 years. Kal Tire will not be responsible to pay the costs of repairing or replacing such safety glasses unless such relates to extraordinary damage related to any Employee's work and not to an Employee's negligence. An Employee must obtain their Supervisor's approval for these safety glasses and examination costs beforehand and submit proper receipts thereafter.

13.02 Dental benefits as per Kal Tire Silver Plan

13.03 SHORT TERM SICKNESS AND DISABILITY BENEFITS

All Employees covered by this Agreement shall be entitled to benefits subject to the following conditions:

An employee must report to their Immediate Supervisor and claims will be calculated from the time a report was made; telephone or personal contact must be maintained on a weekly basis; the sickness must not be self-inflicted through

misuse of drugs, alcohol. Sickness or disability lasting two (2) days or more must be substantiated with a letter from a qualified Medical Practitioner to the effect that the Employee is unable to work due to sickness.

The benefit schedule applies each time a sick-pay claim is made and covers sixty-four (64) working days for eight (8) hour shift employees and forty three (43) working days for a twelve (12) hour shift employees in a calendar year period

Sick Pay (STD) for Kal Tire employees working 8-hour shifts at the Town Shop shall be paid as per the 8-hour table in clause 13.03.

8 – Hour Shifts		
Length of Service	100%	75%
0–3 months	–	–
3 m+1d – 1 year	0	9
1 year – 3 years	12	15
3 years – 6 years	15	21
6 years – 9 years	18	27
9+ years	21	43
64 x 8 hour shifts = 512 hours of coverage		

12 – Hour Shifts		
Length of Service	100%	75%
0–3 months	-	-
3 m+1d – 1 year	0	6
1 year – 3 years	8	10
3 years – 6 years	10	14
6 years – 9 years	12	18
9+ years	14	29
43 x 12 hour shifts = 516 hours of coverage		

13.03B Serious Physical Illness/Injury

Additionally, the Employer agrees that in the event an employee, with more than one (1) year service, is diagnosed or hospitalized due to a serious physical illness/injury, the company will cover the maximum benefit period of (43) forty three days (12 hour shifts) or (64) sixty four days (8 hour shifts), at 100% of the employee's wage or until their return to work, whichever is shorter.

A serious physical illness/injury will be defined by one or more qualified medical practitioners as an acute or chronic illness or injury that requires either or both immediate hospitalization for major surgery or long term treatment and recuperation in hospital or elsewhere. The Employee, with doctor's permission will be required to return to work on modified duties when made available by the company. All STD benefits claims are subject to a review by an Employer appointed third party disability management provider and reasons for denial will be provided to the Employee and the Union within 7 calendar days.

Sickness or disability cases exceeding ninety (90) calendar days will be submitted to the Long Term Disability benefits program.

13.04 BEREAVEMENT LEAVE

Bereavement leave without loss of pay will be provided upon the death of a member of an Employee's immediate family. The maximum amount of bereavement leave with pay allowed will be three (3) days. Immediate family is defined as an Employee's spouse, parents, grandparents,

mother-in-law, father-in-law, brother-in-law, sister-in-law, plus sons, daughters, brothers, sisters, or their spouses, nieces, nephews and step-children. Additional days without pay can be requested for bereavement needs as agreed by both parties.

- 13.05** The Employer at his discretion shall grant Leave of Absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause. Leave of Absence applications must be made one (1) month in advance of leave, in writing. The Employer will render a decision within thirty (30) days of receipt of the application for leave.

ARTICLE 14 – WORKERS’ COMPENSATION

- 14.01** Any Employee entitled to receive Workers’ Compensation benefits as the result of an injury or illness suffered must notify their Department Manager and complete an accident report as required by the Workers’ Compensation Act. The amount of benefit shall be as determined by the Workers’ Compensation Act, and is payable from the Workers’ Compensation Board directly to the Employee.

ARTICLE 15 – GRIEVANCE PROCEDURE

- 15.01** The Employer and the Union both agree that the settlement of any complaint or grievance arising out of the terms of this agreement should, so far as possible, be arranged between Employee and the Immediate Supervisor.
- 15.02** A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy grievance. Any policy grievance will be processed by the Executive of the Union and shall be submitted to the Employer under Step 2 of the Grievance Procedure.
- 15.03** Unless a grievance of an Employee or a policy grievance is presented to the Employer within ten (10) working days of the grievor, from the date when the grievance first arose, or in the case of dismissal within ten (10) working days of the grievor's notification to the Union, the grievance is waived and the Employee or the Union shall not be permitted to present the same to the Employer thereafter.
- 15.04** Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation, or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:
- Step 1** If the complaint or grievance is not satisfactorily resolved in discussion between the Employee and the immediate Supervisor, it shall be set out in writing citing the alleged violation of the Collec-

tive Agreement including the Article(s) affected. It shall be submitted in this form to the Immediate Supervisor within the time limits specified in Article 15.03. A decision will be forwarded to the Union within ten (10) working days of receiving the grievance.

Step 2 If the grievance is not resolved in Step 1, within ten (10) days the Union shall submit the grievance to the Area Manager or Zone Manager in writing clearly stating the alleged violation of the Collective Agreement including the Article(s) which were allegedly violated. This submission must be made within ten (10) working days of receiving the Step 1 response. The Area Manager or Zone Manager, responsible for the division will make the decision known to the Union and Shop Steward who filed the grievance within ten (10) working days of receiving the grievance.

Step 3 If the grievance is not satisfactorily resolved in Step 2, within ten (10) days the Union shall submit to the General Manager or Senior Zone Manager, a request to hold a meeting between the Union Business Representative, the Shop Steward, the grievor and the General Manager or Senior Zone Manager, responsible for the division to hear the grievance. A full hearing of the grievance will be held within ten (10) days of receiving written request to do so. A decision will be forwarded to the Union within ten (10) working days of the hearing. If the decision is unsatisfactory to the Union, the grievance may be submitted to Arbitration, notice will be given in writing within 10 days of receiving the written reply from the Employer.

The parties agree to meet at each step of the grievance process.

- 15.05** The time limits expressed in the foregoing shall exclude Saturdays, Sundays, designated Holidays and normal time off.

It is understood and agreed that the time limits specified in Steps 1, 2 or 3 may be altered by mutual agreement between the Employer and the Union.

ARTICLE 16 – STRIKES AND LOCKOUTS

- 16.01** There shall be no lockouts by the Employer and no interruption, strike, work stoppage, sit-down or slowdown by an Employee or Employees during the term of this Agreement.

ARTICLE 17 – UNION RELATIONSHIPS

- 17.01** The Company shall keep the Union advised in writing with an up to date list of names of those persons authorized to act on the behalf of the Companies various business divisions with the Union. The Union agrees to recognize those representatives whose names have been submitted in writing.

The Union shall keep the Employer advised in writing with up to date lists of names of Executive Officers and Stewards who are authorized to act on behalf of the Union with the Employer. The Employer agrees to recognize only those representatives whose names have been submitted in writing.

- 17.02** Stewards shall be regular full-time Employees with the Employer. They must have at least six (6) months service; an exception shall be made where an employee cannot be found with six (6) months service to three (3) months service. Stewards may be selected in any manner determined by the Union. Management will be informed of the names of the Stewards on a regular basis.
- 17.03** Stewards shall be appointed to represent each department at all locations as may be required from time to time.
- 17.04** Stewards shall meet with representatives of the Employer quarterly. Monthly if required by either party, in order to discuss problems, which may arise. If available, stewards will be present when the employer is discussing any discipline or termination of employees.
- 17.05** Stewards will be allowed a reasonable amount of time per month (up to 2 hours), without loss of pay, to present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their Immediate Supervisor to leave their work assignment. The Steward and the grievor will be granted time off, without pay, to attend Step Three meetings at the request of the Union Business Representative
- 17.06** Employees having grievances shall not discuss them with Stewards during working hours unless they have first obtained permission from their Immediate Supervisor. The Employer agrees such permission will not be unreasonably refused.

- 17.07** The Employer agrees to permit Union Representatives a reasonable amount of time off, without pay, to attend to the necessary business of the Union.
- 17.08** Kal Tire will pay a total of 192 hours of Employee's regularly scheduled time, to be divided amongst Union Bargaining Committee members, during negotiations.
- 17.09** Bulletin board space will be reserved for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union. On customer mine sites, subject to customer approval, the company shall supply bulletin board space at each location.
- 17.10** When an Employee is elected to a "Full Time" position in the Union, the company shall grant to a Leave of Absence to that employee for the duration of the elected term. Seniority will continue to accumulate for this Employee. If the term is three (3) years or less, the employee shall return to his/her previous position and location. If the term is more than three (3) years then the employee shall return to a position mutually agreed to by the employer and the Union at the current wage rate.
- 17.11** The Union and Kal Tire have agreed to include Kal Tire's "Base Plan" as part of the Collective Agreement.

The Base Plan as outlined in the Kal Team Handbook Version 2.0 and in a letter to the Union from Ken Finch dated June 24, 1996 will apply to all members of this Collective Agreement.

Specific information is contained in the Kal Team Handbook and the Ken Finch letter.

Generally, the Base Plan is funded with 2% Employee contributions of gross pay deducted from each pay cheque and from profit sharing contributions made annually which are 15% of total profits from all stores after concessions, which are lumped together in an R.R.S.P. with Canada Life in the Employee's name.

Kal Tire will pay once annually, 5% of employee's annual earnings or the standard percentage (%) on "Stores Division" profits, whichever is greater, into each employee's Base Plan Accounts.

(Note: Each employee has an RRSP account with Canada Life Insurance)

ARTICLE 18 – BOARD OF ARBITRATION

18.01 The Board of Arbitration shall consist of a single Arbitrator, who shall be one of the persons named in 18.05, and shall be selected as follows:

- a) The person named on the schedule who has the number 1 beside his name shall hear and decide the first arbitration.
- b) The person named on the Schedule who has the number 2 beside his name shall hear and decide the second arbitration case held after the said date, and so on until the last person named on the Schedule has heard and decided an arbitration case. Thereafter the person who has the number 1 beside his name shall hear and decide the next case, and so on.

c) In the event that the person whose turn it is to be Arbitrator is unwilling or unable to hear and decide the case within thirty (30) days after he is contacted, or in the event that that such person is directly interested or involved in the outcome of the controversy under consideration, then in any such event that person shall be passed over in favor of the person next named in 18.05.

18.02 It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Employer and the Union.

18.03 Any grievance submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may however interpret its provisions. The expense of the arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

18.04 The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge shall be entitled to substitute lesser disciplinary penalty than was imposed by the Employer.

18.05 Arbitrators: 1. Andrew Simms
2. Bill McFetridge

ARTICLE 19 – NEW TECHNOLOGY CHANGE

19.01 Both the Employer and the Union agree that it is important to discuss the introduction and implications of technological change in the workplace where that change will affect Employees. Where the Employer intends to introduce technological or procedural change in the workplace, it will meet with the Union to discuss the implications of the change 90 days prior to implementation.

Technological change will be considered the introduction of new or modified equipment and/or processes, which will displace any Employees in a Location. The Employer will provide information about the new technology and the impact on the Employees.

Where an Employee needs some skills upgrading to assume another position within the department or location, the Employer and the Union will encourage the Employee to participate in the skills upgrading. This may involve attending a course inside or outside the Company. The Employer will assume the cost of any agreed to course, transportation and wages. Transportation will be reimbursed at \$.50 per kilometer. All expenses paid over \$1000 will be in the form of a forgivable loan. The Loan amount will be written off over the period of one year in 4 equal parts after each quarter from the completion date of the course. Failure of the employee to remain employed with Kal Tire will result in the outstanding loan balance to be repaid immediately upon termination or resignation. This will not apply to a permanent

layoff or termination without cause.

If any Employee is not able to be placed in a suitable position, the severance pay provisions of the Agreement will apply.

Any changes to wage categories, rates or layoff classifications necessitated by the introduction of the change will be negotiated by the Union and the Employer.

ARTICLE 20 – DURATION OF AGREEMENT

20.01 This agreement shall be effective from April 01, 2014 until March 31, 2017 and thereafter to the date when a new Collective Agreement comes into force, or until a strike or lockout occurs, whichever is first. Wages will be retroactive from April 1st (including April 1st) to the date of ratification (up to and including November 28, 2014)

ARTICLE 21 – LAYOFF PAY IN LIEU OF NOTICE

21.01 Layoff pay is to be paid in lieu of notice per the following schedule:

- a) One week, if the employee has been employed by the employer for more than 3 months but less than 2 years.
- b) 2 weeks, if the employee has been employed by the employer for 2 years or more but less than 4 years.
- c) 4 weeks, if the employee has been employed by the employer for 4 years or more but less than 6 years.

- d) 5 weeks, if the employee has been employed by the employer for 6 years or more but less than 8 years,
- e) 6 weeks, if the employee has been employed by the employer for 8 years or more but less than 10 years, or
- f) 8 weeks, if the employee has been employed by the employer for 10 years or more.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed on the day and year first above written.

Justin Varney
Area Manager - Mining
Kai Tire - Pt. McMurray

Andrew Bolton
Wholesale dealer development
Kai Tire - Edmonton

Jim Hayward
I.A.M.A.W. Local Lodge 99 Representative

John Walsh
I.A.M.A.W. Local Lodge 99 Representative

James Houghtaling
I.A.M.A.W. Local Lodge 99 Representative

Dan Uchacz
Business Representative
I.A.M.A.W. Local Lodge 99
District 14

Schedule "A"

Store – Current		2013	2014	2015	2016
			2.0%	2.0%	2.5%
T/S Leadhand		28.76	29.34	29.92	30.67
T/S Tire Tech A		26.96	27.50	28.05	28.75
T/S Tire Tech B		25.69	26.20	26.73	27.40
T/S Tire Tech C		24.19	24.67	25.17	25.80
T/S Tire Tech Prob.		21.81	22.25	22.69	23.26
Store – After April 1, 2014					
	% of TS-A		2%	2.0%	2.5%
T/S Tire Tech A	100%	26.96	27.50	28.05	28.75
T/S Tire Tech B	93%	24.94	25.44	25.95	26.59
T/S Tire Tech C	86%	23.07	23.53	24.00	24.60
T/S Tire Tech Prob.	79%	21.34	21.76	22.20	22.75
*T/S – Tire serviceman					

Schedule "A" – Wage Categories, Fort McMurray
Town Store Mechanics

		2013	New base wage	2014	2015	2016
				2.0%	2.00%	2.50%
Journeyman Mechanic	Of J/M Rate	35.37	41.79	42.63	43.48	44.57
4th Year Apprentice	92.50%	33.57	38.66	39.43	40.22	41.22
3rd Year Apprentice	85.60%	30.06	35.77	36.47	37.20	38.13
2nd Year Apprentice	79.10%	26.83	33.06	33.74	34.41	35.27
1st Year Apprentice	73.20%	22.99	30.59	31.21	31.83	32.63

The company agrees to pay a 1% premium to a Journeyman Mechanic when mentoring an apprentice.

AFTERNOON or NIGHT shift premium –7% additional to day shift rate above.

As of March 9, 2005 all employees currently holding a valid first aid certificate will be grandfathered and will be eligible for the 2% honorarium for the duration of the agreement provided the certificate is kept current.

SCHEDULE "B" – SPECIAL CONDITIONS

The following special conditions apply to Employees working at the Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site, Fort MacKay Industrial Park and Fort McMurray town shop:

1. With the exception of transportation to and from the Town Store, the Employer agrees to provide to these Employees transportation to and from the worksite without charge.

With the exception of those employees who have been banned from Company provided transportation for whatever reason – effective April 1, 2011, the Employer agrees to notify the Union and discuss the circumstances related to the "banning" prior to removing this benefit.

2. Shift scheduling at Mildred Lake, Mildred Lake Section Shop, Syncrude Mine Sites, Albian Sands Mine Sites, CNRL Mine Site, Ft. MacKay Industrial Park will be based on 12 hour shifts and will be paid based on 12 hours at straight time.
3. For the purpose of job postings the Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site and Fort MacKay Industrial Park will be considered as one Operation separate from the town store. In case of lay-off all 6 Fort McMurray area shops will be combined and overall seniority applies
4. Where an Employee from the Town Store is temporarily assigned to work at the Syncrude Mine Sites, Mildred Lake Shop, Mildred Lake Section

Shop, Albian Sands Plant Sites, CNRL Plant Site or Fort MacKay Industrial Park, he will be paid at the wage rate listed below.

5. Sick Pay (STD) for Kal Tire Employees working twelve (12) hour shifts at Syncrude plant sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site and Fort MacKay Industrial Park will be calculated based on 12 hours of straight time per day, the same amount as normally paid for a day's work as per the 12 hour table in Article 13.03.

Sick Pay (STD) for Kal Tire employees working 8-hour shifts at the Town Shop shall be paid as per the 8-hour table in Article 13.03.

6. **Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site and Fort MacKay Industrial Park – Wage Rates:**

Earthmover T/S and OTR Repair Tech Rates				
Category	2013	2014	2015	2016
			2.00%	2.00%
E/M & OTR Leadhand	45.60	46.51	47.44	48.63
E/M & OTR A	43.77	44.65	45.54	46.68
E/M & OTR B	42.41	43.26	44.12	45.23
E/M & OTR C	40.69	41.50	42.33	43.39
E/M & OTR Probation	38.81	39.59	40.38	41.39

Earthmover T/S and OTR Tech Rates * Hired after April 1, 2014					
Category	% of A	Adj. Base 2013	2014	2015	2016
			2.00%	2.00%	2.50%
E/M & OTR Leadhand		45.60	46.51	47.44	48.63
E/M & OTR A	100%	43.77	44.65	45.54	46.68
E/M & OTR B	92.50%	40.49	41.29	42.12	43.17
E/M & OTR C	85.60%	37.45	38.20	38.96	39.94
E/M & OTR Probation	79.10%	34.64	35.33	36.04	36.94
*E/M – EARTHMOVER TIRE SERVICEMAN *O.T.R. – OFF THE ROAD TIRE REPAIRMAN					

Night shift premium for employees working 6x6, 7x7 (days and nights) in schedules A and B will be 7% this will be included in the relevant LOU'S.

This appendix of the current Agreement remains in force unless amended by mutual agreement between the Employer and the Union at the expiration of the contract for service work between the employer and Syncrude.

LETTER OF UNDERSTANDING – HOUSING SUBSIDY

Kal Tire will pay each permanent Employee a cost of living subsidy monthly, annualized on each regular pay cheque, as outlined below;

This benefit is limited to employees covered by this C/A and those on Short Term Disability only.

Monthly Subsidy

Kal Tire agrees to continue to pay all current employees \$1200 a month housing subsidy and any Employee hired after ratification of this agreement (November 28, 2014) will receive \$1200 a month housing subsidy to a maximum of (60) sixty months.

LETTER OF UNDERSTANDING – INCONVENIENCE PAY

Effective April 1, 2013, Kal Tire will pay each eligible Employee \$40.00 per shift as inconvenience pay.

The letter of understanding will be modified to include employees scheduled to work at Syncrude Aurora, Albian Sands Plant Sites, CNRL Plant Site or Ft. McKay Industrial Park.

Kal Tire agrees to review the amount paid annually to ensure that it is consistent with the amount being paid by the Oil Sands Producers.

LETTER OF UNDERSTANDING – MINE SITE TRAINEES

The Employer agrees to negotiate with the Union to create an LOU for “Minesite Trainees” including timeframe (ie: 90 days per mine site) and distribution of Over Time (consistent with 6.05 as part of the Mildred Lake group).”

LETTER OF UNDERSTANDING
BETWEEN
KAL TIRE
AND
The IAMAW, LODGE 99

Date: May 28, 2014

Re: Letter of Understanding in respect to Kal Tire Employees permanent posted to Kearn Site.

This Letter of Understanding replaces the Letter of Understanding in the Collective Agreement of June 17, 2008, Re: Letter of Understanding, "Kearn Project Unionized Employees – Terms and Conditions" signed June 18, 2011.

All terms and conditions of the current Collective Agreement shall apply to Kal Tire bargaining unit employees posted to the Kearn Site, except where this Letter specifies differences.

Similarly, employees doing "Field Work" from Mildred Lake or any other Kal Tire facility at Kearn Site, will be covered by the current Kal Tire Collective Agreement terms and conditions including appropriate rates of pay and benefits and shall not be affected by the specific terms and conditions contained in this Letter of Understanding applicable only to employees accepting a permanent posting to the Kearn Site.

- 1) The Kearn Site will be added to Article 1.01 as a site wherein Kal Tire Employees are covered by the Collective Agreement.
- 2) The parties herein agree, the Union will make application to amend the Alberta Labour Board Certificate #272-93 to include Kearn Site as a site covered within

our labour certificate for these employees, ensuring Kearn Site – Kal Tire Employees fall within the Collective Agreement between the parties. All Employees hired to work at this site will become members of the Union as all other sites and as per the C/A. The Employer will support the Union’s application.

- 3) Special Conditions (Differences than C/A) for Permanently Posted Employees to Kearn / Site;
 - A) The Shift Schedule (number of days on and off work) will be as designated by Kearn, shifts will be scheduled as 120 hours per cycle, paid as hours worked per day at straight time. The current expected shift rotation shall be 10.5 day on and 9.5 days off or another similar arrangement as required by the customer in an effort to manage their shift changeover in the most effective manner; this rotation is subject to change by the customer. The Union will receive appropriate notice of changes to the shift rotations.
 - B) All hours worked above 12 hours per day or on days off will be paid as per the applicable overtime rates within the C/A.
 - C) This site is a fly in to site /camp – fly out from site/camp posting, Kal Tire’s customer (Kearn) is providing the flights for free to permanently posted Kal Tire Employees to the Kearn Site. Therefore no “inconvenience Pay” will be paid to these permanently posted Kal Tire Employees to Kearn Site.
 - D) Camp rooms and board will be provided free of charge to permanently posted Kal Tire employees by Kearn. Therefore, the “Housing Allowance” provided within the collective agreement will not

apply and will not be paid to Kal Tire employees permanently posted to the Kearl Site.

- E) Wage Schedule for permanently posted Kal Tire Employees is attached as Schedule "C";
- F) Group Gold Insurance Benefit Coverage as per the CA as currently being used.

STD – Coverage and payment thereof will be as per the Kal Tire, Alberta Employees Hand book.

LTD – Will be as per C/A -LTD will start after 90 calendar days (starts the 91st day off work) as per the C/A, and payments terms and coverage will be as per the C/A coverage and Insurance Plan for LTD (nothing changes from C/A on LTD start and coverage)

All other Group Insurance Benefits provided for in the C/A other than these listed above will as well apply to these Employees as per the C/A including Accidental Death and Dismemberment and Life.

- G) If Kearl forces Kal Tire to remove an Employee from Kearl Site or will not allow a Kal Tire employee to return to their Site for whatever reason, Kal Tire and IAMAW Lodge 99 Business Representatives and/or LL 99 Executive will meet to discuss if the company can accommodate that Union member at another Kal Tire Location within this bargaining Unit if the reasons for removal by Kearl were not considered a termination offence by Kal Tire.

All rights within the C/A as well as to grieve are afforded to this member as usual.

- H) Kal Tire Union Employees at this site must abide by Kearl Site rules, but will always have full rights of the C/A to grieve.

- I) In the event of a layoff within the Fort McMurray Sites, Kearn will be considered a separate entity and outside of the other sites listed in the CA. In the event that a layoff is necessary at Kearn, the employee will not be able to bump into Fort McMurray and likewise, in the event of a layoff in Fort McMurray the employee would not be able to bump into Kearn.

SCHEDULE "C"

Wage Schedule

Applies to C/A posting procedure "Permanently posted to Kearn Site" Employees.

Kearn LOU

Kearn – Current		2013	ADJ	2014	2015	2016
			\$2.15	2%	2.0%	2.5%
E/M & OTR A		37.45	39.60	40.39	41.20	42.23
E/M & OTR B		36.29	38.44	39.21	39.99	40.99
E/M & OTR C		34.81	36.96	37.70	38.45	39.41
E/M & OTR Probation		33.21	35.36	36.07	36.79	37.71
Kearn – After April 1, 2014	% of "A"	2013	ADJ	2014	2015	2016
			\$2.15	2%	2.0%	2.5%
E/M & OTR A		37.45	39.60	40.39	41.20	42.23
E/M & OTR B	93%	34.64	36.79	37.53	38.28	39.23
E/M & OTR C	86%	32.04	34.19	34.87	35.57	36.46
E/M & OTR Probation	80%	29.64	31.79	32.42	33.07	33.90

All Collective Agreement provisions and rights within the C/A apply, as well as these changes listed herein which modify the C/A for “Permanently Posted Kal Tire Employees to the Kearn Site.”

This letter is effective as of the date of signatures.

LETTER OF UNDERSTANDING
BETWEEN
KAL TIRE
AND
The IAMAW, LODGE 99

December 18, 2014

Re: Adding “Mildred Lake – Inventory Technicians” to the Collective Agreement

This letter of understanding will form part of the collective agreement and be in effect for the duration of the agreement. The parties agree to add a new role (Inventory Technician) and Wage Schedule “C” (see below) to the Collective Agreement.

The parties agree:

1. The pay rate schedule is as follows:

Rate	Inventory Tech 2013	2014 2%	2015 2%	2016 2.5%
Level A	38.81	39.58	40.37	41.30
Level B	36.09	36.81	37.55	38.49
Probation	33.57	34.24	34.92	35.79

Note: probation as per the CBA will be applied to new employees only. Probation as applied to current employees electing to move into or out of (to another position in the company) this position will reflect only for the suitability of the position. All other terms and conditions of the Collective Agreement will apply while on probation.

2. Job description is:
 - a. Prepare orders for deliver or pickup according to shipper.
 - b. Receive delivered products.
 - c. Operate and maintain company vehicles and equipment.
 - i. this includes washing, top up levels, fueling, pre and post trip inspections.
 - ii. will **NOT** include mechanical maintenance or tire repair.
 - d. Complete deliveries by driving truck, van, and Pilot truck to and from sites.
 - e. Perform Inventory counts as requested.
 - f. Clean, sweep and organize the warehouse/yard and maintain a safe working environment.
 - g. Communicate and cooperate with supervisors and coworkers.
 - h. Follow standards and comply with procedures, rules and regulations.
 - i. Required to have a class 3 Q driver's licence and keep clean driver's abstract as required by Kal Tire Insurance.
3. Inventory Technicians will be in their own layoff classification and own wage category (as defined above), separate from other position. In the event of an overall layoff, they will fall under the EM/OTR position/persons and seniority will apply. Any EM/OTR bumping into this position will be posted at the wage defined in the category.

All other Terms and Conditions of the current Collective Agreement shall apply.

For Kal Tire  Date Dec 18, 2014
Justin Varney, Mining Area Manager

For the Union  Date Dec 18, 2014
Dan Uchacz, Business Representative/ Organizer

ATTENTION ALL MEMBERS

ARREARS IN DUES

Excerpt from the IAM Constitution

Quote: *"As used in this "Constitution, delinquency is defined as the failure of a member to pay his/her dues..."*

"Delinquency for 2 months in the payment of dues shall automatically cancel membership and all rights, privileges and benefits incident thereto."
Unquote.

DUES ARE DEDUCTED BY PAYROLL DEDUCTION ONLY WHEN A MEMBER IS WORKING

If a member is not working, for any reason, it is the member's responsibility to make sure that his/her own dues are kept up to date.

NOTE: *There have been errors in dues check-off remittances to the Union, and with the member's cooperation in advising the Union office, errors or non-remittance can be rectified.*

NON-PAYMENTS OF DUES

When a member is laid off, or leaves the Employer for any reason, or simply forgets about his/her unemployed dues, the member is subject to a **PENALTY REINSTATEMENT FEE** of six (6) times the current hourly rate when called back to work.

MEMBERS OFF WORK DUE TO LAYOFF

Please notify the Union office immediately. The member will then be entitled to an out of work stamp, for which he/she must remit \$2.00 (two) per month.

MEMBERS OFF WORK DUE TO ILLNESS

Please notify the Union office immediately if you are off anytime during the last two (2) weeks of the month or longer. This is to ensure that member's dues are kept up to date.

CHANGE OF ADDRESS

All members must notify the Union office of any change in address.

**International Association of Machinists
and Aerospace Workers
Local Lodge 99
Suite 101, 10471 – 178 Street
Edmonton, Alberta T5S 1R5
Telephone: 780-414-1499**

LODGE 99 DUES STRUCTURE

Monthly working dues	Two (2) times hourly rate
Out of work dues	Two (\$2.00) dollars per month
Reinstatement fees	Six (6) times the hourly rate

2014																					
JANUARY							FEBRUARY							MARCH							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1							1	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	
26	27	28	29	30	31	23	24	25	26	27	28	23	24	25	26	27	28	29			
														30	31						
APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
27	28	29	30	25	26	27	28	29	30	31	29	30									
JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5						1	2	1	2	3	4	5	6		
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
27	28	29	30	31	24	25	26	27	28	29	30	28	29	30							
							31														
OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1	1	2	3	4	5	6		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	
26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31					
							30														

2015																													
JANUARY							FEBRUARY							MARCH															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7									
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14									
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21									
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28									
25	26	27	28	29	30	31								29	30	31													
APRIL							MAY							JUNE															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
			1	2	3	4						1	2	1	2	3	4	5	6										
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13									
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20									
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27									
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30													
							31																						
JULY							AUGUST							SEPTEMBER															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
			1	2	3	4							1	1	2	3	4	5											
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12									
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19									
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26									
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30												
							30	31																					
OCTOBER							NOVEMBER							DECEMBER															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5											
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12									
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19									
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26									
25	26	27	28	29	30	31	29	30						27	28	29	30	31											

2016

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6			1	2	3	4	5	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29						27	28	29	30	31		
31																				
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
31																				
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6					1	2	3	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

2017																				
JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

NOTES OR CONTRACT PROPOSALS
