

COLLECTIVE AGREEMENT

BETWEEN

CORE-MARK INTERNATIONAL INC.
(hereinafter referred to as the “Company”)

AND

UNITED FOOD AND COMMERCIAL WORKERS
CANADA **UNION**, LOCAL **No.** 401

(hereinafter referred to as the “Union”)

Renewal: **August 2014**

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Article 1 - Purpose and Intent

1.01 Purpose

The Company and the Union desire to establish and maintain conditions which will promote a bargaining relationship between the **Company** and the employees covered by the terms of this Agreement, and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

1.02 Non-Discrimination

The provisions of this Agreement will be applied to all employees covered by this Agreement without discrimination on account of race, colour, creed, sexual orientation, sex or national origin. The **Company** and the Union endorse and abide by the principle contained in the ***Alberta Human Rights Act***.

1.03 Singular and Plural/Gender

Where the male gender is referred to in this Agreement, the female gender shall be substituted when necessary.

1.04 Agreement Binding

This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee covered by the terms and conditions contained herein.

Article 2 - Management Rights

- 2.01 (a) Subject to the terms of this Agreement, the Company shall remain vested with the exclusive control of Management and operation of the Company and with the direction and supervision of the working forces, including its right to hire, suspend, **demote**, discipline, or discharge employees for just cause, or to transfer to new duties, or to lay off employees because of lack of work or for other legitimate reasons, or to schedule its operations, or to extend, limit, curtail or reschedule its operations which in its sole discretion it may deem it advisable to do so.
- (b) In the event that the Union claims the Company has exercised its rights in a discriminatory, arbitrary, or unjust manner, then such claim shall be considered a grievance and shall be dealt with in accordance with the terms of the Grievance Procedure as contained in this Agreement.
- (c) The Company may make rules and regulations governing the work environment and conduct of employees, however, such rules and regulations shall not be inconsistent with the terms of this Agreement. The Company shall provide the Union and each employee with a copy of such rules and regulations.

Article 3 - Union Jurisdiction and Security

3.01 Union Jurisdiction

The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement, except office employees, salesmen, persons in a supervisory

capacity with the right to hire and fire and Management personnel.

3.02 Union Membership

It is understood and agreed that employees who are or hereafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

3.03 Union Dues and Assessments

The **Company** agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, assessments and Union dues. The **Company** further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the **Company** with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the **Company** to the President of the Union not later than the last day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a four (4) week basis.

Upon mutual agreement the **Company** may submit the dues electronically in a manner acceptable to both parties.

Initiation fees shall be deducted during the first four (4) weeks of employment in two (2) equal instalments.

The **Company** agrees to have the membership application forms, dues and initiation fee deduction forms signed by the employees at the time of hiring.

The **Company** agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the bargaining unit.

3.04 New Employees

The Company agrees to provide each new employee with a copy of this Agreement.

3.05 The **Company** agrees to allow the Union a fifteen (15) minute presentation that will be included in all new employee orientations. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. A Union official will deliver the Union portion of the orientation or in the event the Union requests, the **Company** will present the same in an audio visual format.

3.06 Union Representatives

An authorized Representative or Executive Officer of the Union upon his/her arrival shall be permitted, after notifying the Warehouse Manager or person in charge of operations in his or her absence, to visit the warehouse for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being observed. The interview shall be carried on in a place provided for and designated by the **Company**. Time taken for such interview will not exceed fifteen (15) minutes on **Company** time.

3.07 No employee outside the bargaining unit shall perform work normally done by employees in the bargaining unit except in case of emergency.

Article 4 - Work Stoppages

4.01 No Strike or Lockout

There shall be no strike, lockout, slow-down, or stoppages of work during the term of this Agreement by either party.

Article 5 - Grievance/Arbitration Procedure

- 5.01 (a) Any complaint, disagreement, or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- (b) All Union and **Company** grievances, not submitted within fifteen (15) calendar days from the date the grievance arose, shall be considered abandoned.
- (c) Before a grievance is filed, the **employee with** his or her Shop Steward **and/or Union Representative** **should attempt to** discuss the issue with his or her Supervisor/Manager to permit an opportunity for **an** early resolution.
- (d) Should the issue not be resolved by the discussion contemplated above, the grievance procedure is as follows:

Step One

The written grievance **containing sufficient particulars regarding the alleged violation and remedy sought** will be submitted by the Union to the Human Resources Manager or Division President, and they will respond to the Union in writing within

fifteen (15) calendar days. In the event the **Company** fails to respond to a written grievance within fifteen (15) calendar days, it shall be deemed to have been settled in accordance with the remedy set out in the written grievance.

Step Two

If the grievance is not resolved at Step One, and if requested by the **Company Representative** or the Union Representative, there must be a meeting to discuss the grievance within thirty (30) **days attended by a Company Representative**, the Union Representative, and any others they determine should attend the meeting. **After the meeting the Company** will provide, in writing, the **Company's** final response to the Union Representative within seven (7) working days of the meeting.

Step Three

If the grievance is not resolved at Step Two, the **Company** or the Union **may** advise the other **party that** the grievance is going to be referred to arbitration. **No grievance may be referred to arbitration by either party after one hundred twenty (120) days from the completion of Step Two.**

- (e) The **Company** shall **bear** the cost and supply the necessary facilities for the grievance meeting for Steps **One** and **Two**. All time spent at grievance meetings shall be considered as time worked.
- (f) Grievances concerning **discharge, policy** grievances **or grievances filed by the Union** may be submitted directly to the Human Resources

Manager or Division President.

- (g) **Company** grievances will be submitted directly to the Union Representative.
- (h) Time limits in this article **are mandatory but** can be extended by mutual written agreement between the **Company** and the Union.

5.02 Arbitration

All grievances that have not been settled or waived in accordance with Article 5.01 of the Agreement shall be submitted to arbitration and all controversies as to the interpretation and application of this Agreement that cannot be settled by the Representatives of the Company and the Union shall be submitted to arbitration and heard by a single arbitrator. The parties will attempt to agree upon a sole arbitrator to hear the grievance. Should the Company and the Union fail to agree upon an arbitrator, the Alberta Department of Mediation Services will be requested to appoint an arbitrator.

Should either the Union or the Company request a Board, then:

The Board shall be composed of:

- ***One Company Representative;***
- ***One Union Representative;***
- ***One person acceptable to both the Company and the Union who shall act as chairman.***

It is agreed that the expenses of the impartial chairman shall be borne, equally, by both the Union and the Company. No person shall serve on this Board of Arbitration if he/she is involved directly in the controversy under local consideration. Grievances taken to arbitration shall be submitted in writing and shall specify clearly the nature of the grievance. It is distinctly understood that neither the Board of Arbitration nor the arbitrator is vested with the power to change, modify or alter this Agreement or any of its parts. The Board or arbitrator may however, interpret the provisions of this Agreement. The findings and decisions of the Board of Arbitration or arbitrator shall be binding and enforceable on all parties.

Article 6 - Seniority

6.01 Probationary Period

New employees must serve a probationary period of sixty-five (65) days worked or six (6) months continuous service whichever comes first. The purpose of the probationary period is to provide the **Company** with an opportunity to assess and determine the employee's suitability for continued employment.

6.02 Definition

Seniority for full-time employees shall be defined as length of continuous service with the **Company** in the bargaining unit as a full-time employee.

Full-time employees are considered senior to part-time employees for all purposes of this Collective Agreement.

The seniority date of a full-time employee who has been reinstated to full-time employment shall be his/her original full-time date unless the employee has voluntarily reduced ***himself/herself*** to part-time or has refused to return to full-time employment due to his/her restrictions in availability.

Seniority for part-time employees shall be defined as length of continuous service with the ***Company*** in the bargaining unit.

All employees shall be scheduled, called in, laid off and recalled by seniority within the bargaining unit.

6.03 Promotion of Part-Time Employees to Full-Time Status

When a part-time employee works the basic work week for twelve (12) consecutive weeks (excluding replacement hours for extended absences of W.C.B., Weekly Indemnity, Long Term Disability, vacation, maternity leave or other approved leave of absence), a full-time position will be deemed to exist.

Promotion of part-time employees to full-time status will be based on:

- (a) Seniority;
- (b) Skill, ability and physical fitness;
- (c) Work performance and attendance;
- (d) Employees shall not be selected under (a) if they are not acceptable under (b) and (c).

A part-time employee, proceeding to full-time employment, will be credited with the number of hours accumulated during the employee's continuous service with the ***Company*** as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours

of a regular full-time employee to establish the appropriate yearly credit for future seniority and vacation entitlement, as provided in the Collective Agreement.

Example: Part-time employee worked twenty (20) hours per week for sixty (60) weeks would be twenty (20) times sixty (60) equals one thousand two hundred ($20 \times 60 = 1,200$) hours divided by the full-time work week of forty (40) hours would give the employee a seniority date of thirty (30) weeks.

6.04 Loss of Seniority

The seniority of an employee will be lost, all rights forfeited and the employee shall be terminated when he or she:

- (a) Voluntarily leaves the employment of the Company or is discharged for just cause, or
- (b) Fails to return to work within ten (10) working days of notice to return to work, or
- (c) Has been laid off for a period of six (6) months or longer.
- (d) Further to the above-mentioned, any unreported absences of two (2) consecutive shift start times shall be considered a voluntary resignation due to job abandonment.

6.05 Order of Layoff

In the event of a reduction of force, such reduction shall be made in the reverse order of seniority, provided the employees to be retained have the ability to perform the work available.

No full-time employee shall have his/her hours reduced on any shift when a part-time employee is working hours in the bargaining unit that could be worked by the full-time employee; in which event, the part-time employee shall have his/her hours reduced. No full-time employee shall have his/her hours reduced where junior full-time employees are working hours in the bargaining unit that could be worked by the senior employee; in which event, the junior employee will have his/her hours reduced.

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

6.06 Recall

- (a) Employees will be ***eligible for*** recall for a period of six (6) months following their last date of layoff. Employees will be recalled in the reverse order of layoff provided they have the ability to perform the work available. When an employee is recalled, the Company will advise the employee by registered letter ***sent*** to his or her last known address, ***with a copy to the Union office.***
- (b) Employees are required to advise the Company of any change in their address and/or telephone number.

6.07 Notice of Layoff

In the event of a layoff, the Company shall provide the affected employees with notice, or pay in lieu of notice, in accordance with the Alberta Employment Standards Code.

6.08 Seniority Lists

- (a) The Company agrees to post and maintain an accurate employee seniority list monthly on the bulletin board. Any discrepancies in the seniority list will be reviewed and adjusted, if needed, upon notification from either an employee or the Union.
- (b) Employees shall be allowed to grieve the accuracy of the seniority list at any time within fourteen (14) days of the list being published.
- (c) The Company will forward a copy of the current seniority list to the Union upon request.

6.09 Technological Change

- (a) The Company agrees to **provide** the Union **with** a minimum of **two (2) months' notice** in advance of implementing any technological change that may result in the displacement of employees covered by this Agreement.
- (b) Where new jobs are created as a result of technological change, preference shall be given to retraining existing employees, where practicable prior to hiring new employees.

6.10 Employee Reprimands

- (a) Reprimands or other discipline in an employee's file that are dated eighteen (18) months or more prior to any current reprimands or discipline shall not be used in support of such current disciplinary action. All reprimands and disciplines after eighteen (18) months will be removed from the file and not used for any purpose. **As an exception to the foregoing,**

reprimands of a serious nature (relating to serious misconduct or workplace violence) shall remain on an employee's file for a period of twenty-four (24) months prior to removal.

- (b) When an employee's work performance, conduct or behaviour may lead to discipline and is ***the*** subject of discussion between the employee and the Company, a ***Shop Steward or Union Representative must*** be present.

In the event a Shop Steward is unavailable, the Company will attempt to contact the Union Representative using the numbers provided to the Company by the Union. If the Union Representative is not able to meet within sixty (60) minutes, the Company may suspend the employee pending the investigation and interview. Any lost time may be the subject of a grievance.

Company discipline or dismissal meted out without compliance with this provision shall be void from the beginning and cannot be re-implemented.

The Company shall give the Union full access to all documents, facts and information relevant to grievances ***in accordance with Article 5.01*** upon request, or shall be deemed to forfeit such grievances.

- (c) The Union will provide the Company in writing with names of all Shop Stewards. The Union will attempt to ensure that a Shop Steward is available on each ***shift***.

6.11 Job Posting

When a job vacancy occurs on the day shift or for any position set out in Appendix "A" of this Agreement, they shall be posted on the bulletin board for a period of seven (7) working days in the warehouses, during which time applications may be made by the employees. The job shall be posted bargaining unit wide, for full-time applicants only. If there are no full-time applicants on that basis then the job shall be posted bargaining unit wide for part-time employees.

Temporary appointments shall be made by the Company pending receipt of applications. If the Company appoints somebody to the position that was posted, the Company will review all applicants and make a decision within twenty (20) working days. If there is not a suitable applicant, the Company may assign or promote an employee from any other department, or hire a person to fill the job.

Should two (2) or more employees apply, the Company in making its decision will be governed by the following factors and in the following order:

- (a) Seniority;
- (b) Skill, ability and physical fitness;
- (c) Work performance and attendance;
- (d) Employees shall not be selected under (a) if they are not acceptable under (b) and (c).

6.12 Warehouse Employees (Full-time Employees Only)

Within four (4) weeks after November 9th, 2005, the **Company** will post the following positions. Receivers

(Shippers/Receivers), Dry Room and Freezer. After this time should one of these positions become open, that position will be the position that is posted.

All warehouse positions will be picked on ***an annual*** basis by seniority and capability. ***This annual*** selection will take place ***by the end of November*** and be ***effective by the first full week of January*** of each calendar year. Only employees with twelve (12) months or more seniority with the Company may bid on such positions on ***an annual*** basis. The following is a list of the warehouse positions that will be ***bid annually***; Candy, P.I.R, Upstairs ***Housewares***, Downstairs ***Housewares***, Tobacco, Cooler, Strapper, Loader, Janitor, Tote Stacker and Bin Fillers.

When an employee selects a position during ***the annual*** selection period, there shall be a trial period of twenty (20) shifts. If the position is unacceptable to the employee or the employee is unable to perform to the required minimum, then the position will be posted and the employee will assume the position that is left open until such time as a new position becomes available.

In the event of absenteeism or vacation, the Company will have the right to fill the position with other employees in areas best suited to their skill and ability.

The Shunter position is considered a ***driver*** position.

6.13 Part-Time Employees

The parties agree that in the event the ***Company*** uses part-time employees, the following shall apply:

- (a) Part-time employees shall be used to supplement the full-time workforce, to provide additional help to cover peak work periods and other such times as necessary

such as vacation relief periods and Statutory Holidays. Part-time employees may also be used to replace other work absences such as: LTD, STD, WCB, maternity leave or other approved leaves.

- (b) The **Company** agrees not to exceed a maximum of fifteen (15%) percent of part-time employment in the bargaining unit with the exception of May, June, July, August and September during which the **Company** will not exceed twenty (20%) percent.
- (c) The **Company** agrees that part-time employees will be used in entry level positions only and that coverage for relief purposes will be offered to current full-time employees first.
- (d) All provisions of the Collective Agreement apply to part-time employees unless specifically excluded.

6.14 License Suspensions

The Company will review the case of a driver who loses his/her license **for the first time, depending** on the seriousness of the **offence**. A driver, whose record merits consideration, may apply for a leave of absence for the duration of the suspension of his/her license or, alternatively, he/she may be assigned non-driving work that is available in the Warehouse.

6.15 Security Companies

The use of security companies, as it pertains to delivery trucks being followed, will only be for the reason of protecting Company property and not for monitoring an employee's work performance.

Article 7 - Wages

7.01 Wage Rate

- (a) The Company shall pay an employee at the wage rate applicable to the job classification that the employee is employed in. The job classifications and wage rates are as contained in Appendix "A" of this Agreement.
- (b) All hours worked by employees between 3:00 p.m. and 8:00 a.m. shall be considered as scheduled "night shift" work and paid for at the applicable straight time or overtime rate plus seventy-five (\$0.75) cents per hour shift premium for each hour worked during this period.

The work week shall commence at 6:00 p.m. Sunday. All hours worked during the twenty-four (24) hour period commencing at 6:00 p.m. on any scheduled work day shall be considered hours worked on the twenty-four (24) hour period.

- (c) Where an employee works in a higher hourly wage classification for two (2) hours or more, such employee shall be paid the higher rate for the hours actually worked in the higher classification.

7.02 Previous Work Experience

The Company may classify a new employee, on completion of the probationary period, based on the employees' proven experience in similar operations. Consideration of such previous experience shall not be applicable for any other reason with respect to other provisions of this Agreement.

Article 8 - Hours of Work and Overtime

8.01 Daily and Weekly

- (a) The regular hours of work for full-time employees shall be based on eight (8) hours per day, five (5) days per week, or ten (10) hours per day, four (4) days per week. Time off between shifts shall be granted to employees in accordance with ***Alberta Employment Standards Code***.

Part-time employees shall not be scheduled less than three (3) hours on any given day. Time off between shifts shall be granted to employees in accordance with ***Alberta Employment Standards Code***.

Available hours within the bargaining unit will be scheduled by seniority.

The Company agrees wherever possible and practical to provide an opportunity to employees to cross train through different types of work.

- (b) If the Company introduces a four (4) day, ten (10) hour shift, employees will be assigned to such shift on a voluntary basis. If, however, sufficient employees do not volunteer, the Company shall assign the shifts to the least senior employees capable of performing the work. The implementation of such shift schedule shall be for the sole purpose of improving the efficiency of the operations.
- (c) The work week shall commence at 6:00 p.m. on Sunday. All hours worked during the twenty-four (24) hour period commencing at 6:00 p.m. on any scheduled work day shall be considered hours worked on the day the twenty-four (24) hour period ends.

- (d) For the purpose of the Agreement, the calculation of time worked shall be rounded up to the next closest quarter ($\frac{1}{4}$) hour for time worked more than eight (8) minutes and rounded down to the next quarter ($\frac{1}{4}$) hour for time worked less than seven (7) minutes.
- (e) The Company has the right to require overtime work either to extend the regular work schedule or on scheduled days off.

When there is overtime to be worked, it will be offered in seniority order to the employees within the department (warehouse and drivers) and shift, and capable of performing the required work. If there are insufficient volunteers, employees within the department and shift, and capable of performing the required work, will be required to work in reverse order of seniority. The **Company** will advise employees required to work overtime as soon as possible. When overtime is required on an employee's regular day off, it will be offered by seniority to the employees who are capable of performing the required work. If there are insufficient volunteers, the **Company** will schedule in reverse order of seniority. Employees may be excused from the requirement to work overtime for bona fide reasons, such as doctor or professional appointments, etc., and pre-arranged personal commitments. The **Company** will not act unreasonably in excusing employees from overtime for bona fide reasons, and employees will limit their requests to be excused to the greatest extent possible.

- (f) It is understood that should the Company require a need to alter the present start and finish times of a work shift, the Company agrees to advise the Union of the change and the reason(s) requiring the change.

8.02 Minimum Pay

Employees shall receive a minimum of four (4) hours pay at their regular hourly rate for reporting to work when no work is available, unless they have been notified a minimum of twenty-four (24) hours before the start of their regular shift not to report to work.

8.03 Overtime

- (a) All time worked by a full-time employee in excess of or outside the employee's regular scheduled work day, on the employee's regular scheduled days off, or on General Holidays shall be considered overtime.

All time worked by a part-time employee in excess of eight (8) hours per day five (5) days per week, or ten (10) hours per day four (4) days per weeks including General Holidays shall be considered overtime and will be paid at the applicable overtime rate of pay.

It is understood that the **Company** will post a weekly part-time schedule no later than Wednesday 6:00 p.m. to cover the following week, but it will not preclude the **Company** from calling additional part-time employees in.

Part-time employees will only be scheduled to work ten (10) hour shifts when they are covering a full-time employee normally working a ten (10) hour shift.

- (b) All overtime rates shall be based on the employee's regular rate of pay and shall be paid as follows:

- (i) Time and one half (1 ½ X) for the first three (3) hours of daily overtime in excess of an employees regular scheduled shift, and for the regular shift hours worked on a Saturday or Sunday that is the employee's regular day off;
- (ii) Double (2X) time for all hours worked in excess of three (3) hours of daily overtime in excess of an employee's regular scheduled shift, for all hours worked in excess of the regular shift hours on a Saturday or Sunday that is the employee's regular day off.
- (c) It is understood and agreed that there shall be no pyramiding of overtime or premium rates as contained in this Agreement.
- (d) When an employee is called in for a shift of overtime, the employee shall receive a minimum of four (4) hours at the applicable overtime rate of pay. If an employee volunteers to go home, the employee will receive pay for the hours they worked.**

8.04 Change of Shift

When a full-time employee is required to change hours of work or shift schedules, he/she will be given a minimum of forty-eight (48) hours' notice of such change, or four (4) hours pay in lieu, except in emergencies. When a part-time employee is required to change hours of work or shift schedules, he/she will be given a minimum of twelve (12) hours' notice of such change, **or four (4) hours pay in lieu**, except in emergencies.

8.05 Payment of Wages

Employees shall be paid bi-weekly on each second (2nd) Friday.

The Company is committed to the early resolution of payroll disputes. If an employee believes they were paid incorrectly, they should bring it to the attention of their Department Manager no later than 12:00 noon on the Monday following the payday.

Missing pay of fifty (\$50.00) dollars or more shall be processed on a manual cheque and provided to the employee as soon as reasonably possible from when the matter was brought to the attention of Management. The monies may also be paid on the next pay period should the employee prefer.

8.06 Rest Periods

An employee working a daily shift of four (4) hours will have one (1) ***paid*** rest period not to exceed fifteen (15) minutes.

All employees working a daily shift of four (4) ***or more hours*** shall be provided two (2) paid fifteen (15) minute rest periods as close to the mid point of each half shift as possible. In addition, employees will be provided a one half (½) hour unpaid lunch period as close to the mid point of each shift as possible.

For employees working ten (10) hour shifts there will be two (2) paid rest periods of twenty (20) minutes daily and they will be scheduled as close to mid shift as possible between start time and lunch break as well as lunch break and finish time.

8.07 Work Assignments

It is understood and agreed that, in accordance with legislated safety standards, no employee shall be assigned work that is considered unsafe where the performance of such work could result in an occupational injury to the employee.

8.08 Restrictions and Availability Forms

Part-time employees will be required to declare their availability upon being hired.

Any part-time employee can change their availability up to six (6X) times per year by obtaining a new Availability Form from their Supervisor and submitting it prior to the following effective dates:

- (a) The first Sunday in September (with a two (2) week leeway before and after);
- (b) Five (5) other times in the calendar year.

Changes in availability must be submitted one (1) week prior to the Sunday of the week of the effective date of the change.

Part-time employees will be required to work according to their most recent declaration.

A part-time employee who fails to provide the **Company** with a completed Availability Form prior to the above dates will be scheduled according to their previous Availability Form.

DECLARATION OF AVAILABILITY
FOR SCHEDULED SHIFTS
(PART-TIME EMPLOYEES)

PART-TIME EMPLOYEES MUST DECLARE THEIR AVAILABILITY FOR SCHEDULED SHIFTS AT THE START OF THEIR EMPLOYMENT AND CAN CHANGE THEIR AVAILABILITY ONLY AS PERMITTED (SEE ARTICLE of the Collective Agreement).

| | | |
|--|-------------|---------------|
| EMPLOYEE NAME: | DEPARTMENT: | SUPERVISOR: |
| EFFECTIVE DATE OF AVAILABILITY CHANGE: | | PHONE NUMBER: |


Complete one section only:

SECTION ONE:

☐ UNRESTRICTED – I AM AVAILABLE FOR SCHEDULED SHIFTS ANYTIME

SECTION TWO (FOR RESTRICTED PART-TIME EMPLOYEES):

☐ RESTRICTED – I AM AVAILABLE FOR SCHEDULED SHIFTS ONLY ON THE FOLLOWING DAYS BETWEEN THE START AND FINISH TIMES NOTED (PLEASE SHOW A.M. OR P.M.):

| | | | | | | | |
|---|--------|--------|---------|-----------|----------|--------|----------|
|  | SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
| Earliest available start time | | | | | | | |
| Latest available finish time | | | | | | | |

EMPLOYEE'S SIGNATURE _____ TODAY'S DATE _____

SUPERVISOR'S SIGNATURE _____

DATE OF SUPERVISOR'S RECEIPT OF THIS FORM _____

THIS FORM IS TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE

8.09 Route Bidding

The Company commits to providing a forum for **semi-**annual route bidding by the drivers. The Company will **post the routes** no later than the last weekend in **October** of each year, **to be effective no later than the last week of November and no later than the last weekend in April, to be effective no later than the last weekend in May. The routes will be posted for seven (7) days. Within forty-eight (48) hours of the expired route posting, a meeting will be held with each driver** that will allow the drivers, in descending seniority order, **to select their routes. This** selection will be referred to as the “Master Schedule”.

These routes will be awarded on either a three **(3), four (4) or five (5)** day per week schedule dependent on:

- (a) Days per week and start times for City drivers, out of town routes by major city/town.** Company expenses to be considered.
- (b) Safety.**
- (c) No routes will be assigned that fall outside the National Safety Code for Motor Carriers or violate applicable legislation.**
- (d) Routes will be removed from those individuals who cannot meet Company productivity standards set out for each route.**
- (e) There will be no “Cascading” of assignment of routes throughout the calendar year.**
- (f) Unassigned routes shall be distributed either on a daily basis or a weekly basis by seniority.**

This route bidding process will remain in effect until the next **semi**-annual route bidding date and only under circumstances of injury, illness, vacation, leave of absence, Statutory Holiday periods (the week or weeks surrounding a Statutory Holiday as covered in Article 9.01 of the Collective Bargaining Agreement), or if the Company determines it's an emergency, or if the Company feels it is not in the best interest of the business, will the schedule be altered. ***In the event of a significant and permanent change in a route, it shall be posted, along with subsequent routes. (A "significant change" shall include examples of changes in start times of more than three (3) hours, changes to days of work, or a permanent change in cubage of "stop/cube/mile" of more than 300 cubes).***

Article 9 - General Holidays

9.01 General Holidays Observed

The following are recognized as General Holidays for all employees:

| | |
|---------------------------------------|-----------------|
| New Years Day | Good Friday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |
| Family Day (third Monday in February) | |

* If the Alberta Government rescinds "Family Day" it will be deemed stricken from the Collective Agreement.

9.02 Eligibility

An employee shall be eligible for holiday pay provided such employee has completed a minimum of thirty (30) days worked and works his/her full scheduled work day immediately prior to and after the holiday observed and on the holiday if required.

To confirm the intent of this article, as discussed in the contract negotiations, the **Company** will give full consideration to an employee for Statutory Holiday pay to those employees who were unable, for bona fide reasons, to work their scheduled day prior to and following the holiday.

9.03 All full-time employees regularly working an eight (8) hour shift shall receive eight (8) hours pay for each General Holiday in a week.

All full-time employees regularly working a ten (10) hour shift shall receive ten (10) hours pay for each General Holiday in a week.

9.04 Paid Holidays – Part-time Employees

After thirty (30) calendar days from date of employment, part-time employees shall be paid for the number of hours they normally would have worked on such a day if it were not a holiday; provided they worked their scheduled working day prior to and following the holiday. The method for determining the normal hours worked shall be computed by averaging the hours worked for the four (4) weeks immediately preceding the holiday.

Calculation Example: Total number of hours worked for the four (4) weeks immediately preceding the holiday divided by twenty (20) days.

9.05 Working on Holiday

- (a) An employee scheduled to work or who is called in and works on any of the General Holidays referred to in this article, shall be paid for authorized work performed at the rate of time and one half ($1 \frac{1}{2} \times$) the employee's regular rate of pay. Such pay shall be in addition to any holiday pay to which the employee may be entitled.
- (b) It is understood and agreed that work performed by an employee on the scheduled night shift, between the hours of 6:00 p.m. and 4:00 a.m. on a General Holiday, shall be deemed to be work performed on the subsequent day and the provisions of sub-section (b) shall not apply to such work.

Article 10 - Annual Vacations

10.01 Vacation Entitlement and Pay

- (a) The annual vacation schedule will be for the period January 1st through December 31st. The employee will be entitled to schedule vacation during the vacation period based upon year(s) of service completed during the vacation period. It is agreed, however, that vacation may not be scheduled or taken before it has been earned.

The Company agrees there shall be no blocking of vacation weeks.

| <u>Entitlement</u> | <u>Vacation Pay</u> | |
|---|------------------------------|------------|
| Less than one (1) year of service – one (1) day per month of completed service to a maximum of ten (10) days. | 4% of gross earnings | 4% |
| | | |
| One (1) full year of service but less than three (3) years of service – two (2) weeks' vacation | 4% of gross earnings | 4% |
| | | |
| Three (3) full years but less than eight (8) years – three (3) weeks' vacation | 6% of gross earnings | 6% |
| | | |
| Eight (8) full years of service but less than sixteen (16) years – four (4) weeks' vacation | 8% of gross earnings | 8% |
| | | |
| *Sixteen (16) full years or more of service – five (5) weeks | 10% of gross earnings | 10% |
| <i>*Fifth week effective upon date of ratification (August 16th, 2012 for Calgary and August 19th, 2012 for Edmonton) and not retroactive.</i> | | |

- (b) Gross earnings shall be defined as the employee's total wages paid during the twelve (12) month period from January 1st to December 31st of each previous

calendar year. (Gross earnings meaning wages, overtime, night premiums, vacation pay and Statutory Holiday pay).

- (c) All entitlement for vacation will be taken as time off.

10.02 Vacation Scheduling

- (a) The Company shall post a vacation schedule prior to December 10th of each calendar year.
- (b) The Company will give preference based upon seniority and business requirements for:
 - (i) Warehouse employees, and separately
 - (ii) Drivers/Shunter Drivers

for vacation scheduling. No employee may schedule vacation for more than two (2) consecutive weeks during the months of June, July and August.

Employees with two (2) or more weeks of vacation entitlement will be able to schedule their vacation consecutively in the months other than June, July or August.

- (c) Any changes in vacation selection made after the vacation is established shall be by mutual agreement between the Company and the employee.
- (d) The vacation schedule for bargaining unit employees shall be separate from non-bargaining unit employees. The allotment for employees to schedule vacation at any one time will be as follows; two (2) employees from day shift, two (2) employees from night shift and one (1) employee from the driver's

schedule.

- (e) Employees may use one (1) week of vacation entitlement to book single vacation days but not until all employees full weeks have been picked.

All other individual days those employees are entitled to will be picked by seniority once the vacation planner is completed and will be granted according to mutual agreement.

Any outstanding days owed after the above will be done on a first come basis by mutual agreement.

10.03 General Holidays

In the event a General Holiday, as referred to in Article 9.01, is observed during an employee's annual vacation, such employees shall receive an additional day off with pay in conjunction with his/her annual vacation in lieu of the holiday.

10.04 Vacation and Vacation Pay for Part-time Employees

Part-time employees shall have the same vacation entitlement as full-time employees for the purposes of time off and pay.

Part-time employees with less than three (3) years of continuous employment with the Company shall receive vacation pay in the amount of not less than four (4%) percent of their total earnings.

Part-time employees with three (3) years or more of continuous employment shall receive six (6%) percent of their total earnings for vacation pay.

Part-time employees with eight (8) or more years of continuous employment shall receive eight (8%) percent of their total earnings as vacation pay.

Effective date of ratification (July 30th, 2009 for Calgary and August 2nd, 2009 for Edmonton), a part-time employee, proceeding to full-time employment, will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee, and provided the employee's service is continuous from part-time to full-time, the credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.

All part-time employees, who have completed one (1) year of continuous employment with the Company, shall have the opportunity to schedule two (2) weeks vacation. All part-time employees shall be entitled to schedule vacation according to their entitlement as per the Collective Agreement. For each two (2%) percent of vacation pay, it shall equal to one (1) week of vacation entitlement.

Such time off will be without pay. Part-time vacation schedules will be completed following the selection by full-time employees.

Part-time employees shall have their vacation pay for the previous January 1st to December 31st provided by February 28th of each year.

Part-time employees that wish to take vacation time off shall submit their vacation preferences thirty (30) days prior to the time requested. The **Company** will make the final determination of assigned dates based on existing conditions, and respond to the employee's request within seven (7) calendar days. No request will be unreasonably

denied.

- 10.5 **All** employees who have completed thirteen (13) years or more service shall receive a one hundred fifty (\$150.00) dollar vacation bonus per year **upon commencement of** the first week of ***vacation***.

Article 11- Leave of Absence

11.01 Personal Leave

- (a) The Company may grant an employee a leave of absence without pay for personal or compassionate reasons dependent on business requirements.
- (b) All requests for leave of absence shall be in writing and submitted to the Company not less than fourteen (14) days in advance of the time the leave is to commence. All leaves shall be approved in writing and set out the reason for and the term of the leave within three (3) days of receiving the request.
- (c) An employee accepting other employment during a leave of absence, without the consent of the Company **may** be terminated ***if it is determined that the employee can no longer fulfil his/her obligations with Core-Mark.***

11.02 Union Business

The Company agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business and to attend negotiations. The Union will give the Company two (2) weeks notice. No request will be unreasonably withheld.

Time spent on Union business by employees, where the Company is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

11.03 Parental Leave

An employee shall, upon written request providing at least six (6) weeks advance notice where possible, be granted parental leave to a maximum of thirty-seven (37) weeks without loss, and with accrual of seniority. The leave must commence no later than fifty-two (52) weeks after the birth of his/her child.

The parental leave shall be without pay. Should an employee wish to continue to be covered by the benefits of the Health & Welfare Benefit Plan during the parental leave, he/she will be responsible for the full cost of the plan for the time that he/she is on leave. Should an employee choose to not remain on the Health & Welfare Benefit plan during the leave period, he/she will have his/her benefits reinstated upon his/her return to work.

An employee will give at least four (4) weeks notice of the date that he/she wishes to return to work. Upon the employee's return to work, he/she shall be reinstated to the same position and rate of pay that he/she had prior to the commencement of his/her leave.

Parental leave may be taken in addition to any maternity leave.

11.04 Maternity Leave

(a) **Pregnant** employees shall be granted voluntary maternity leaves without pay up to a maximum of fifteen (15) weeks upon request without loss and with

accrual of seniority. The employee will submit her request for maternity leave, in writing, at least six (6) weeks prior to the date she intends to commence the leave, unless it is not possible to give the proper six (6) weeks' notice. If an employee is unable to give the proper **six (6)** weeks' notice, she will notify the **Company** of the reasons for not being able to give proper notice as soon as reasonably possible.

- (b) The Company may request a certificate from a qualified medical practitioner, certifying that the employee is pregnant and indicating the estimated date of confinement.
- (c) An employee may request the maternity leave to commence up to twelve (12) weeks prior to the estimated date of confinement. The **Company** shall cover the cost of benefits provided by the Health & Welfare Benefit Plan for the full period of the maternity leave.

11.05 Adoption Leave

- (a) An employee shall, upon written request providing **a minimum of** two (2) weeks advance notice where possible, be granted **an unpaid** adoption leave to a maximum of thirty-seven (37) weeks without loss, and with accrual of seniority. If an employee is unable to give the proper **two (2)** weeks' notice, he/she will notify the **Company** of the reasons for not being able to give proper notice as soon as reasonably possible.

- (b) The **Company** may request that the employee supply documentation confirming the adoption of the child and the expected or actual date of the adoption. The leave must commence no later than fifty-two (52) weeks after the adoption of his/her child.
- (c) **Should** an employee wish to continue to be covered by the benefits of the Health & Welfare Benefit Plan, **during the adoption leave**, he/she will be responsible for the full cost of the plan during the adoption leave. Should an employee choose to not remain on the Health & Welfare Benefit Plan during the leave period, he/she will have his/her benefits reinstated upon his/her return to work.

An employee will give at least four (4) weeks' notice of the date that he/she wishes to return to work. Upon the employee's return to work, he/she shall be reinstated to the same position **or a position of a comparable nature if that position no longer exists at no less than the** rate of pay that he/she had prior to the commencement of his/her leave.

11.06 Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence, with pay, to attend the funeral or to attend to other arrangements, at the time of bereavement, with consideration given to travel time. The length of such absence shall be mutually agreed to and will be dealt with on an individual basis. Requests shall not be unreasonably denied. "Immediate family" shall include: father, mother, legal dependant, sister, brother, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, step-father and step-mother.

11.07 Jury/Witness Service

When an employee is required, on his/her scheduled work day, to serve on jury selection or jury duty, or is required to attend court or hearings, etc., under summons or subpoena as a witness in a matter that does not directly involve the employee, the Company agrees to pay such employee the difference between jury pay or summons/subpoena pay and the employee's regular daily pay. This provision shall only apply provided the employee reports to work when not required for such service.

11.08 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence ***in accordance with the Employment Standards Code***.

The employee shall retain the seniority accumulated to the point of leave and shall accrue seniority during their absence.

The employee's accrued seniority shall permit his/her re-employment.

Article 12 - Insurance Benefits

12.01 Insurance Programs

The Company will arrange coverage for the following plans in respect of each full-time employee, and the employee's dependants, provided the employee has completed the required probationary period, and further provided the employee meets all of the enrolment and eligibility requirements of the individual insurance carrier.

- (a) Basic Health Insurance
- (b) Extended Health Plan
- (c) Dental Plan
- (d) Life Insurance
- (e) Accidental Death and Dismemberment
- (f) Short Term Disability Insurance
- (g) Long Term Disability Insurance
- (h) Vision Care Insurance
- (i) As of September 1st, 2010 the **Company** agrees to supply a prescription drug card with a five (\$5.00) dollar co-pay deductible for each time the card is used.

Effective date of ratification (August 16th, 2012 – Calgary, August 19th, 2012 – Edmonton) the current twenty (20%) percent co-pay on prescription drugs is reduced to ten (10%) percent.

12.02 Part-Time Employees

A part-time employee, who has worked an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks will be eligible for full benefit coverage.

12.03 Premium Contributions

The Company pays the full premium cost to provide the above insurance coverage, excluding Long Term Disability Insurance. The premium cost for the Long Term Disability Plan is paid by the employee and deducted on a monthly basis.

12.04 Plan Details

An outline of the coverage available under each of the insurance plans referred to in Article 12.01 above is contained in a separate document, a copy of which shall be

provided to each employee.

12.05 Plan Text

The **Company** shall within thirty (30) days of the date of ratification (July 30th, 2009 for Calgary and August 2nd, 2009 for Edmonton) provide the Union with accurate copies of the actual insurance plan text for all benefits provided to members of the bargaining unit. Should any of the above plans change through the term of this Collective Agreement, the **Company** shall within thirty (30) days of such changes being implemented, provide the Union with accurate up to date copies of such insurance plans.

12.06 Sick Leave

All full-time employees shall accumulate eight (8) hours of sick leave credit for every three (3) months of completed service to a maximum of **one hundred sixty (160)** hours.

These sick leave credits are intended for the sole purpose of protecting employees against loss of income when they are legitimately ill.

Employees who are absent due to illness on more than three (3) occasions within a twelve (12) month period will be required to provide a doctors certificate verifying the illness or injury for any subsequent absences. (Definition of year is the start date through December, or January through December.)

- 12.07 Should an employee be required to obtain a medical certificate in order to perform his/her duties after two (2) years of seniority by virtue of a regulatory body, the **Company** will pay the full cost to obtain the certificate.

12.08 Core-Mark RRSP Information

- (a) Employees are eligible to enter to RRSP on the first anniversary.
- (b) Participants can contribute up to ten (10%) percent to the RRSP on a pre-tax basis.
- (c) Core-Mark matches fifty (\$0.50) cents for each dollar contributed (only on the first six (6%) percent contributed).
- (d) Both employee and matching contributions are posted biweekly (usually on payday).
- (e) Matching contributions are immediately vested one hundred (100%) percent.

Article 13 - Labour Management Relations

13.01 Joint Consultations

The Company and the Union recognize the mutual value of ongoing joint consultations in matters pertaining to working conditions, supervision, and labour/Management relations generally. Company Representatives, Union **Stewards** and the Union Representative ***if available***, will meet ***at least every two (2) months*** for the purpose of discussing matters of concern and benefit, including matters of safety. ***The Company agrees to notify the Union Representative at least one (1) week in advance of the scheduled meeting.*** Minutes of such meetings are to be forwarded to the Union office.

Article 14 - Notice Board

14.01 Union Notices

The Union will provide a lockable bulletin board at a location designated by the Company, which will be installed by the **Company** which is accessible to all employees. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.

The Union will provide the Company in writing with names of all Shop Stewards.

Article 15 – Safety Boots Allowance

15.01 The Company will reimburse each employee **one hundred sixty (\$160.00)** dollars every year for the purchase of one (1) pair of (CSA) approved Safety boots or shoes upon proof of purchase.

All employees, without exception, shall be required to wear such safety boots or shoes in order to be eligible for work.

New employees, after completion of their probation period, will be eligible for such reimbursement. ***New employees, who resign their employment within the first twelve (12) months, shall be required to repay fifty (50%) percent of their boot allowance from their pay.***

The above one hundred sixty (\$160.00) dollars is effective the date of ratification (August 16th, 2012 for Calgary and August 19th, 2012 for Edmonton).

Article 16 – General

16.01 The Company acknowledges the employee's contribution to its success and agrees to treat all employees in accordance with the Collective Bargaining Agreement. Management will treat employees and employees will treat Management and other employees with dignity and respect.

16.02 Harassment

We are also committed to providing a work environment that is pleasant, conducive to co-operative productivity and characterized by mutual respect. Accordingly, the kind of conduct described as harassment below cannot be tolerated in the work place or in connection with employment, even though off Company premises. In addition, we will endeavor to protect employees, to the extent possible, from harassment by non-employee contractors and vendors in the work place.

Harassment is defined as unwelcome sexual advances, requests for sexual favors, material and comments relating to sexual matters, age, disability, race, colour, religion, gender, national origin, marital status, medical condition or physical contact of a sexual nature which could create an intimidating, hostile or offensive work environment.

An employee who experiences or becomes aware of any form of harassment in the work place is required to report same to his or her supervisor or Division Manager, the Vice President of Employee Services, or any Officer of the Company immediately. Reports of harassment will be investigated by the Vice President of Employee Services or his/her designee. Investigations will be initiated immediately and conducted in a confidential manner as is compatible with a thorough investigation. Should an

investigation determine that harassment has occurred the employee found to have violated this policy will be subject to disciplinary action up to and including termination.

16.03 The Company shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.

16.04 The Safety Committee will have regular meetings according to the **Company's** policy and will be made up of equal representation of members from day shift and night shift. The Union shall appoint the appropriate number of members to participate in these meetings.

16.05 The Company shall allow all employees to carry and access bottled water to be carried in a sport bottle.

16.06 Food Safety

The **Company** and employees shall ensure that food safety is given a very high priority and shall not be compromised.

Article 17 - Term of Agreement

17.01 Term

This Agreement shall be in full force and effective **September 1st, 2011, to August 31st, 2014**, and from year to year thereafter, however either party may not less than sixty (60) days or more than one hundred twenty (120) days before the expiry date give written notice to the other party to terminate or to negotiate revisions to the Agreement.

17.02 Continuation

In the event that either party gives notice to the other party, in accordance with Article 17.01 above, this Agreement shall continue in effect without change until such time as the Union serves notice of strike, or the Company serves notice of lockout, in accordance with the Alberta Labour Relations Code.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by affixing their signatures hereto this _____ day of _____, **2013**.

CORE-MARK INTERNATIONAL
INC.

UNITED FOOD AND
COMMERCIAL WORKERS
CANADA UNION, LOCAL NO.
401

Company Committee:

Joe Wegener
John Carbone
Warren Barclay

Bargaining Committee:

Ronald Fong (Calgary)
Iren LaRouche (Calgary)
Neil Laursen (Calgary)
Smail Sahuric (Calgary)
Stan Sharp (Edmonton)
Vinko Zigart
Lee Clarke

This Agreement was ratified on **August 16th, 2012** in Calgary.
This Agreement was ratified on **August 19th, 2012** in Edmonton.

APPENDIX "A"

Shippers/Receivers/Dry Room/Loaders Premium

Effective date of ratification (August 16th, 2012 for Calgary and August 19th, 2012 for Edmonton) a seventy-five (\$0.75) cent per hour premium will be paid to Shippers/Receivers/Dry Room/Loaders for all hours worked.

Freezer Room Premium

Effective date of ratification (August 16th, 2012 for Calgary and August 19th, 2012 for Edmonton) a one (\$1.00) dollar per hour premium will be paid to employees assigned to the Freezer Room for all hours worked.

Lead Hand Premium

There may be one Lead Hand appointed. A premium of fifty (\$0.50) cents per hour will be paid to the lead hand for all time so appointed.

Service Recognition Premium

All employees that have over ten (10) years seniority shall receive one (1) additional paid holiday after 2009 and one (1) more additional paid holiday after 2010 for each year.

Long-Term Service Premium

The Company will provide an increase of twenty-five (\$0.25) cents to bring this premium to fifty (\$0.50) cents upon ratification (August 16th, 2012 for Calgary and August 19th, 2012 for Edmonton) to eligible employees.

Wages

Appendix A

| Warehouse | <i>Date of Ratification Aug 16/12 (Cal) Aug 19/12 (Edm)</i> | <i>September 1st, 2012</i> | <i>September 1st, 2013</i> |
|-----------|--|--|--|
| 12 months | \$18.59 | \$19.19 | \$20.29 |
| 36 months | \$22.55 | \$23.15 | \$24.25 |

Tier 2 (Employees hired after ***June 22nd, 2009***)

| Warehouse | <i>Date of Ratification Aug 16/12 (Cal) Aug 19/12 (Edm)</i> | <i>September 1st, 2012</i> | <i>September 1st, 2013</i> |
|-----------|--|--|--|
| Start | \$16.45 | \$17.45 | \$18.45 |
| 3 months | \$16.85 | \$17.85 | \$18.85 |
| 12 months | \$17.35 | \$18.35 | \$19.35 |
| 24 months | \$17.85 | \$18.85 | \$19.85 |
| 36 months | \$18.35 | \$19.35 | \$20.35 |
| 48 months | \$18.85 | \$19.85 | \$20.85 |
| 60 months | \$19.35 | \$20.35 | \$21.35 |

Part-time (Employees hired after ***June 22nd, 2009***)

| Warehouse | <i>Date of Ratification Aug 16/12 (Cal) Aug 19/12 (Edm)</i> | <i>September 1st, 2012</i> | <i>September 1st, 2013</i> |
|-----------|--|--|--|
| Start | \$15.40 | \$16.40 | \$17.40 |
| 3 months | \$16.00 | \$17.00 | \$18.00 |
| 12 months | \$16.85 | \$17.85 | \$18.85 |

Drivers:

| Class 1 Drivers | <i>Date of Ratification Aug 16/12 (Cal) Aug 19/12 (Edm)</i> | <i>September 1st, 2012</i> | <i>September 1st, 2013</i> |
|----------------------------|--|--|--|
| Start | \$21.95 | \$22.55 | \$23.65 |
| 3 months | \$23.25 | \$23.85 | \$24.95 |
| 12 months | \$23.60 | \$24.20 | \$25.30 |
| 36 months | \$24.60 | \$25.20 | \$26.30 |
| 48 months | \$25.10 | \$25.70 | \$26.80 |
| 60 months | \$25.45 | \$26.05 | \$27.15 |

| Class 3/5 Drivers | <i>Date of Ratification Aug 16/12 (Cal) Aug 19/12 (Edm)</i> | <i>September 1st, 2012</i> | <i>September 1st, 2013</i> |
|------------------------------|--|--|--|
| Start | \$18.55 | \$19.55 | \$20.55 |
| 3 months | \$19.60 | \$20.60 | \$21.60 |
| 12 months | \$20.00 | \$21.00 | \$22.00 |
| 36 months | \$20.95 | \$21.95 | \$22.95 |
| 48 months | \$21.60 | \$22.60 | \$23.60 |
| 60 months | \$22.15 | \$23.15 | \$24.15 |

Retro Bonus

The above year one increases are to current employees at date of ratification (August 16th, 2012 – Calgary, August 19th, 2012 – Edmonton), and will be paid only on regular hours worked from September 1st, 2011 to ratification.

In addition to this increase, a three hundred (\$300.00) dollar retro bonus will be paid to all employees on staff on the date of ratification (August 16th, 2012 – Calgary, August 19th, 2012 – Edmonton), to offset any overtime hours worked by employees from September 1st, 2011.

Letters of Understanding

Letter of Understanding #1 - Work Clothes

As per our discussion in the contract negotiations, the **Company** has and will continue to provide without cost to the employee, wearing apparel where it is required to those employees who make application for the above-mentioned.

Letter of Understanding #2 -Temporary Employees

Such employee who is hired due to the need to temporarily replace a permanent employee who is absent due to vacation, illness, injury or temporary warehouse and driver requirements, shall be excluded from the seniority weekly guarantee and health and welfare provisions of the Agreement, (6.02, 6.03, 6.04, 6.05, 6.06, 6.08, 6.09, 8.02, 9, 10, 11 and 12) unless statutorily required.

Employees that make themselves available and prove their job worthiness, shall upon written application to the **Company** (copy to the Union) be given full consideration for any full-time (warehouse employee) position that becomes available.

All employees upon proceeding from a temporary to a regular (full-time) position shall immediately receive a credit for previous hours worked on a temporary status.

The Company may continue to use individuals obtained from a staffing service to perform work not normally performed by bargaining unit employees. Examples of such work include sweeping, unloading trucks, painting, etc.

Furthermore, the parties agree that the recent policy on vacation schedules will be reviewed and upon temporary employees being hired, the vacation schedule will be reviewed in order to accommodate employees' vacation selections.

An employee hired as a temporary employee shall be advised at the time of his/her hiring of his/her temporary status and the estimated duration of his/her employment. A copy shall also be sent to the Union. It is understood that the hiring of a temporary employee under the conditions set forth in this article does not create a new position or vacancy if such employment is for less than one hundred thirty (130) working days in duration. Therefore, temporary employees will not be used to fill a position or vacancy for which the Company needs a full-time employee on a permanent basis. Rather, such a full-time position will be posted in accordance with the job posting provisions of this Agreement. The Company or the temporary employee may terminate employment without notice.

Letter of Understanding #3 - Filling Warehouse Positions

To confirm the intent of Article 6.11 - Job Posting, as discussed in the contract negotiations, the **Company** will fill these positions in accordance with the above-mentioned article of the Collective Bargaining Agreement excluding temporary employees.

Letter of Understanding #4 – Vacation for Dependant Care

Upon an employee's request and where the employee has sufficient earned vacation and where the employee has not been subjected to an attendance related disciplinary action within the preceding twelve (12) months, the Company will provide vacation pay where the employee's absence from work is reported in advance and necessitated by illness to a legal dependent. The Company may at its sole discretion require medical verification.

Letter of Understanding #5 – Vacation Pay

The Company commits to establishing a capability to accumulate each employee's gross earnings as defined in Article 10.01 (b) and to pay each employee's vacation pay effective May 1st, 2000, in accordance with the payroll accumulation.

In the interim, the Company will continue to manually calculate each employee's gross earnings for the upcoming vacation year.

Letter of Understanding #6 – Red Circled Part-time Employees

As of July 30th, 2009 in **Calgary, the current part-time** employee will be red circled and not be adversely affected by the new language dealing with part-time employees hired after these dates. **That person** will continue to be afforded all rights and benefits that they currently enjoy.

Letter of Understanding #7 - One Collective Agreement

Edmonton and Calgary shall be negotiated and operate under the same Collective Agreement with any exceptions to either location as stipulated in the body of the Collective Agreement.

Edmonton and Calgary facilities will be under separate certificates and will vote independently.

Letter of Understanding #8 - Team Drivers

Letter of Understanding: Team Drivers

The Company wishes to restructure the Trucking Departments in both the Edmonton and Calgary warehouses. The Company and the Union agree to the following terms to facilitate the restructuring of the trucking departments.

- (1) The Company will post all driving positions, as per the Collective Bargaining Agreement, in both Calgary and Edmonton including new Team Routes.**
- (2) Replacements for Team Routes; for vacation, WCB, WI etc., will be chosen from the City drivers by seniority from their respective cities. If no senior driver volunteers it will be assigned by reverse seniority.**
- (3) Drivers posted into a Team Route will not have the opportunity to replace other Team Drivers as per point 4.**
- (4) Point 5 does not prevent a Team Driver from bidding on any posted position, as per Article 6.11 of the Collective Bargaining Agreement that may come up in the normal course of the year.**
- (5) Team Drivers will be paid under the Stop, Cube, Mile pay system as out lined below.**
- (6) Except where exempt in this Letter of Understanding, it is understood that all articles of the Collective Bargaining Agreement shall apply to Team Drivers.**
- (7) Any driver, who has passed probation and does not have the seniority for a posted position, will be offered a severance package consisting of one and a half (1.5) weeks pay per year of service. Payment of partial years will be pro-rated.**
- (8) The year and any pro-rated portion of the years, for the purpose of severance pay, will consist of uninterrupted**

service where an employee was on full duties. Any employee who was on WCB, WI, LOA or any other authorized leave, will not have that time counted towards the severance pay.

- (9) Any employee currently on WCB, WI or any other authorized leave will have the right to bid on any position when they return back to full duties.***
- (10) Any employee, who cannot return to full duties, as per point 11, will have the option of accepting the severance package as outlined in this Letter of Understanding.***
- (11) The severance will be calculated on Gross Earnings as defined in Article 10.01(b) of the Collective Bargaining Agreement.***
- (12) Conflicts arising between drivers in a team shall be addressed in the following manner:***
 - (i) Individual submits a written statement to the Company and the Company shall forward a copy of the statement to the Union immediately.***
 - (ii) Union and Company would investigate the claims.***
 - (iii) Once investigation is complete a meeting shall be scheduled to discuss the results of the investigation and any possible resolutions if necessary.***

The following pay (Stop, Cube, Mile) structure will be applicable for all team driving positions.

Rate of Pay:

The rate of pay, or composite hourly rate, is calculated in the following manner. You take the current employees hourly rate of pay, as per the Collective Bargaining Agreement and multiply it by ten (10) hours. Then add one (1) hour of regular overtime to the total. Take this total and divide it by eleven (11) hours. This is now the employee's base composite rate of pay, which factors into the: trips, stops, cubes and kilometers.

- ***\$26.05 x 10 = \$260.50 + \$39.08 = \$299.58
divided by 11 = \$27.23.***

***** The current top rate (Sept 2012) of pay was used for these calculation purposes. *****

Trips:

Each twenty-four (24) hour period away from the facility is paid out as a trip. Items making up the trip are: Pre Trip DVIR for thirty (30) minutes, Post Trip DVIR for thirty (30) minutes, two (2), fifteen (15) minute breaks totaling thirty (30) minutes and fueling for fifteen (15) minutes. These items total one hundred five (105) minutes. Take these one hundred five (105) minutes and divide them by sixty (60) minutes in an hour. Take this time total and multiply it by the employee's base composite rate of pay.

105 divided by 60 = 1.75. \$27.23 x 1.75 = \$47.65

The trip(s) are paid out to each driver of the team.

Stops:

The stop is made up of two (2) functions. Parking the truck and trailer at the customer's location. The time allotted is five (5) minutes. Completing the paperwork corresponding with the stop. The time allotted is eight (8) minutes. These two (2) functions total thirteen (13) minutes. Take these thirteen (13) minutes and divide them by sixty (60) minutes in an hour. Take this time total and multiply it by the employee's base composite rate of pay.

13 divided by 60 = 0.22. \$27.23 x 0.22 = \$5.99

The total stops for the route are split equally between the 2 team drivers.

Cubes:

Each cube delivered is paid out utilizing our productivity standard of seventy-five (75) cubes delivered in an hour. Take the employee's base composite rate of pay and divide it by the seventy-five (75) cubes per hour.

\$27.23 divided by 75 = 0.363 per cube.

The total cubes for the route are split equally between the two (2) team drivers.

Kilometers:

The kilometers are paid out in the following manner. The first one hundred (100) kilometers are assumed to be mostly city driving with an average speed of forty (40) kilometers per hour. These kilometers are paid by taking the employee's base composite rate of pay and dividing it by forty (40) kilometers per hour. The second one hundred (100) kilometers are assumed that there will be a portion of them driven rurally with an average speed of sixty-five (65) kilometers per hour. These kilometers are paid by taking the employee's base composite rate of pay and dividing it by sixty-five (65)kilometers per hour. All other kilometers are assumed that the greatest portion of them will be highway driven at an average speed of eighty-nine (89) kilometers per hour. These kilometers are paid by taking the employee's base composite rate of pay and dividing it by eighty-nine (89) kilometers per hour.

\$27.23 divided by 40 = 0.681

\$27.23 divided by 65 = 0.419

\$27.23 divided by 89 = 0.306

The total kilometers for the route are split equally between the two (2) team drivers. The only exception would be if a route starts in Calgary and is required to pick up their running partner in Edmonton, the Calgary driver would get all of the monies for the kilometers driven from Calgary to Edmonton, and back from Edmonton to Calgary.

Per Diems:

Per diems are paid out to the drivers when they are away from the facilities. Per diems will be paid out in the following manner. Drivers away for sixteen (16) to twenty-four (24) hours will be paid twenty (\$20.00) dollars for dinner. Away for twenty-four (24) to thirty (30) hours will be paid thirty (\$30.00) dollars for a dinner and then breakfast. Away for thirty (30) to thirty-six (36) hours will be paid forty-five (\$45.00) dollars for a dinner, breakfast and lunch. Away for thirty-six (36) to forty-two (42) hours will be paid sixty-five (\$65.00) dollars for a dinner, breakfast, lunch and dinner.

- **Each per diem is paid out to each driver of the team.**

Shift Premium:

For paying our team drivers the shift premium, currently from 3:00 p.m. till 8:00 a.m. (0.75/hour), as discussed, below is how it will be calculated:

12:00 a.m. to 8:00 a.m. = 8 hours. 3:00 p.m. to 12:00 a.m. = 9 hours. Total hours = 17 hours. 17 hours x 0.75 = \$12.75.

\$12.75 divided by 2 = \$6.375 (Split between both drivers). Both drivers would receive \$6.375 for every twenty-four

(24) hours away from the facility. For every twenty-four (24) hours away from the facility, each team driver will be entitled to \$6.375 of shift premium.

Downtime:

Downtime will be paid out for anything that is not associated with the route. Such instances would be: mechanical breakdowns, backhauls and excessive wait time to fuel. All downtime must be reported in at the time of delay by the driver and approved by the Supervisor. Downtime is paid out by the actual hourly rate of the employee, not the base composite rate.

***** Downtime will be paid at the current Collective Bargaining Agreement hourly rate of pay. Downtime will pay up to ten (10) hours per day, at the employee's straight time rate. If due to unforeseen circumstances the downtime exceeds eight (8) hours, the drivers will be put up in a hotel until the route can be resumed. Drivers will be paid up to ten (10) hours a day for downtime for each day of downtime, plus any earned per diems; i.e. if a driver is down for two (2) full days, they will be paid up to ten (10) hours a day for a total of twenty (20) hours.***

Vacation and Sick Days:

Vacation will be paid out as per Article 10 of the Collective Bargaining Agreement.

Sick days will be paid out as per Article 12.06. of the Collective Bargaining Agreement. Currently drivers will be paid out ten (10) hours per day, at straight time, as long as they have the sick leave credits to do so.

Statutory Pay:

When a team driver works on a recognized Statutory Holiday, the drivers composite rate of pay will be calculated as follows: You take the current employees hourly rate of pay, as per the Collective Bargaining Agreement, and multiply it by one and a half (1.5). This is now the employee's base composite rate of pay, which factors into the: trips, stops, cubes and kilometers. This calculation/pay will be for the day of the Statutory Holiday only.

- **$\$26.05 \times 1.5 = \39.08**

Signed this _____ day of _____,
2013.

CORE-MARK INTERNATIONAL
INC.

UNITED FOOD AND
COMMERCIAL WORKERS
CANADA UNION, LOCAL NO.
401

Company Committee:

Joe Wegener
John Carbone
Warren Barclay

Bargaining Committee:

Ronald Fong (Calgary)
Iren LaRouche (Calgary)
Neil Laursen (Calgary)
Smail Sahuric (Calgary)
Stan Sharp (Edmonton)
Vinko Zigart
Lee Clarke

This Agreement was ratified on **August 16th, 2012** in Calgary.
This Agreement was ratified on **August 19th, 2012** in Edmonton.