

WITHOUT PREJUDICE

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AREOSPACE WORKERS,
LOCAL LODGE 99 (the “Union”)
-and-
KAL TIRE (the “Employer”)**

The parties agree the following terms and conditions shall form the basis of their Collective Agreement subject to ratification by their respective principals.

Both parties agree to unanimously recommend the terms and conditions for ratification to their respective principals.

For the Contract period April 01, **2021** to March 31, **2025**

between

KAL TIRE

Hereinafter referred to as the “Employer”

OF THE FIRST PART

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND, AREOSPACE 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:

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 Team Members in order to maintain a harmonious relationship between the Employer and Team Members 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; All Team Members (which refers to bargaining unit employees throughout this Agreement) of Fort McMurray, Mildred Lake, Mildred Lake Section Shop, Albian Sands Plant Sites, Syncrude Canada Limited plant sites, CNRL, Kearl Site and Fort MacKay Industrial Park except clerical and sales personnel”.

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

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 Team Member 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 Team Member.
- 9.03 It is agreed that Part-time Team Members shall not displace or replace any Permanent Team Member.
- 9.04 Supervisors and other Team Members 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 Team Members, as required, free of charge. The Employer agrees to supply winter clothing for Team Members working outside. Team Members requisitioning replacement winter clothing will be required to present their current coveralls or clothing for inspection.
- 9.07 Banking of overtime hours will be available as agreed between the Employer and the Team Member.
- 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 Team Members will be reimbursed for reasonable expenses for the pre-approved purchase of Safety Boots and boot related accessories up to a maximum of ~~\$250.00~~ **\$350.00** per calendar year. Team Members wishing to replace their existing boots will present their current boots for inspection and approval of the purchase of new boots. 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 Team Members 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 Team Members who seek to further their education in the following areas:

Kal Tire will provide financial support for approved Team Members 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 Team Member has achieved journeyman status. Failure of the Team Member 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 Employer agrees to provide a statement of this amount annually.
3. The Employer 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 Team Members 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 Employer is required by its customers as a condition of contract continuance, then the Employer 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 Team Member 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 Team Member 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 Team Member 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 a Team Member as such members are described in Article 13.04, then the Team Member 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 Team Members’ similar application including any conditions thereof, (e.g. However, any Team Member being refused their application may request that the next level of Management review such decision).
- 9.17 If a Team Member is required to travel outside of the Municipality of Wood Buffalo on a regularly scheduled workday for medical reasons, then he/she will receive one (1) day’s pay at the applicable wage rates once per calendar year. The Team Member will supply a doctor’s note verifying the appointment and/or visit.

ARTICLE 13 – GROUP INSURANCE, SICKNESS BENEFITS AND BEREAVEMENT LEAVE

13.01 Team Members 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 Team Member 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 Bronze Plan for each Team Member commencing one year after the date of hire. Any Team Member that chooses to upgrade their plan will pay the cost difference from Bronze. A booklet describing benefits under the plan will be provided to Team Members and the Union Office from the Employer.

The Employer agrees to maintain a long-term salary continuance plan and the Team Members 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 Team Members 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 a Team Member's eye examination and any replacement lenses for such safety glasses if the examination is reasonably required because of a Team Member'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 Team Member's work and not to a Team Member's negligence. A Team Member 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 Bronze plan.

13.03 (A) Short Term Sickness and Disability Benefits

For the period up to and including December 31, 2022:

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

A Team Member 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 Team Member 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 Team Members and forty three (43) working days for a twelve (12) hour shift Team Members in a calendar year period.

Sick Pay (STD) for Kal Tire Team Members 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	Days paid at	Days paid at
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 (if your seniority entitles you to less than 64 days of coverage, the remaining days can be supplemented with I.E.)		

12 - Hour Shifts		
Length of Service	Days paid at	Days paid at
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 (if your seniority entitles you to less than 43 days of coverage, the remaining days can be supplemented with I.E.)		

Beginning January 1, 2023, the above-noted benefit will end, and will be replaced with the following:

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

A Team Member must report to the Team Member's Immediate Supervisor; claims will be calculated from the time the report is made to the Team Member's Immediate Supervisor; telephone or personal contact must be maintained on a weekly basis between the Team Member and the Immediate Supervisor; and the illness must not be self-inflicted through misuse of drugs or alcohol. Illnesses lasting two (2) days or more must be substantiated with a letter from a qualified Medical Practitioner that states the Team Member is unable to work due to illness.

In the event of illness, Kal Tire will pay the Team Member's Sick Time/Pay as follows, as per the Kal Tire MTG Team Handbook:

- i. Team Members will accrue up to 8 hours of Sick Time per month of full-time employment, to a maximum total of 96 hours of accrued Sick Time.**
- ii. Team Members may only use 96 hours of sick time per calendar year.**
- iii. Sick Time will be paid based on a Team Member's base rate of pay.**
- iv. Sick Time will not be paid out.**

13.03 (B) SUB Plan

Kal Tire shall apply to enroll a registered Supplementary Unemployment Benefits (SUB) plan with the Government of Canada. The plan application will include the following terms:

- i. The SUB Plan benefit would cover Team Members with more than three (3) months of continuous service with Kal Tire.**
- ii. The SUB Plan benefit would cover a period of unemployment caused by illness or injury.**

- iii. A Team Member covered by the SUB Plan shall be eligible for the SUB Plan benefit if, with respect to the period for which the SUB Plan benefit is sought to be paid, the Team Member:
- a. Is on an approved illness or injury leave, as approved by Kal Tire's designated third-party provider;
 - b. Received an Employment Insurance medical benefit for the period for which the SUB Plan benefit is sought;
 - c. Exhausted their Sick Time; and
 - d. Has been on an approved illness or injury leave from Kal Tire for a period of at least one (1) week.
- iv. The SUB Plan benefit will not be payable during the Employment Insurance waiting period.
- v. The SUB Plan benefit payable to an eligible Team Member from Kal Tire shall be a top up to the weekly amount the Team Member received in an Employment Insurance medical benefit. The amount that the eligible Team Member may receive in a weekly Employment Insurance medical benefit and the SUB Plan benefit top up from Kal Tire shall, when the two amounts are added together, total no more than 75% of 42 hours of the Team Member's base rate of pay for Team Members assigned to a 12 hour shift at the time of the illness or injury that gave rise to the Employment Insurance medical benefit and the SUB Plan benefit top up, and 40 hours of the Team Member's base rate of pay for Team Members assigned to an 8 hour shift at the time of the illness or injury that gave rise to the Employment Insurance medical benefit and the SUB Plan benefit top up. The maximum number of weeks that the Team Member may receive the SUB Plan benefit in a calendar year is set out in the following grid.

All Shift Schedules	
Length of Service	Maximum Number of Weeks Payable
0 - 3 months	0
3+ months - 1 year	3
1+ year - 3 years	5
3+ years - 6 years	8

6+ years - 9 years	10
9+ years	13

~~13.03 (B) Serious Physical Illness/Injury~~

~~Additionally, the Employer agrees that in the event a Team Member, 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 Team Member'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. This provision is intended to govern serious conditions like heart attacks, strokes, cancer and other such similar maladies. The Team Member, 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 Team Member 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 a Team Member's immediate family. The maximum amount of bereavement leave with pay allowed will be three (3) days. Immediate family is defined as a Team Member'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.

Proof of death may be required at the discretion of the Employer. If proof of death is required, the Team Member will have thirty (30) days to provide proof of death to the Employer. The Team Member will receive bereavement pay in the next pay period after having provided proof of death.

13.05 The Employer, at his discretion, shall grant Leave of Absence without pay and without loss of seniority to any Team Member 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 20 – DURATION OF AGREEMENT

20.01 This agreement shall be effective from **April 1, 2021 until March 31, 2025** and thereafter to the date when a new Collective Agreement comes into force, or until a strike or lockout occurs, whichever is first.

Schedule "A" – Town Store

Wage Schedule

	Current	Commencing date of ratification	Commencing April 1, 2022	Commencing April 1, 2023	Commencing April 1, 2024
		2.5%	2.5%	2%	2%
Categories - Tire Technicians					
T/S Lead Hand	29.92	30.67	31.43	32.06	32.70
T/S Tire Tech A	28.05	28.75	29.47	30.06	30.66
T/S Tire Tech B	25.95	26.60	27.26	27.81	28.37
T/S Tire Tech C	24.00	24.60	25.22	25.72	26.23
T/S Tire Tech Prob.	22.20	22.76	23.32	23.79	24.27
Categories – Mechanical					
Journeyman Mechanic	43.48	44.57	45.68	46.59	47.53
4th Year Apprentice	40.22	41.23	42.26	43.10	43.96
3rd Year Apprentice	37.20	38.13	39.08	39.86	40.66
2nd Year Apprentice	34.41	35.27	36.15	36.88	37.61
1st Year Apprentice	31.83	32.63	33.44	34.11	34.79

The Employer agrees to pay a 1% premium to a Journeymen Mechanic when mentoring an apprentice.

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

As of March 9, 2005 all Team Members 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 Team Members working at the Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, CNRL Plant Site, Fort McKay 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 Team Members transportation to and from the worksite without charge.

With the exception of those Team Members 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, and Ft. MacKay Industrial Park will be based on 12 hour shifts and will be paid based on 12 hours at straight time.

3. Where a Team Member 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, **or** CNRL Plant Site **or Fort McKay Industrial Park**, he will be paid at the wage rate listed below. **In the case of Fort McKay Industrial Park, they will be paid at the applicable wage rate listed in Schedule ‘D’.**

4. **For the period up to and including December 31, 2022**, Sick Pay (STD) for Kal Tire Team Members 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 McKay 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.

For the period up to and including December 31, 2022, Sick Pay (STD) for Kal Tire Team Members working 8-hour shifts at the Town Shop shall be paid as per the 8-hour table in Article 13.03.

For the period beginning January 1, 2023, Sick Time/Pay for Team Members shall be paid as per Article 13.03.

5. Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, ~~and CNRL Plant Site and Fort McKay Industrial Park~~ – Wage Rates:

Wage Schedule

	Current	Date of ratification	Commencing April 1, 2022	Commencing April 1, 2023	Commencing April 1, 2024
		2.5%	2.5%	2%	2%
E/M & OTR Leadhand	47.44	48.63	49.84	50.84	51.86
E/M & OTR A	45.54	46.68	47.85	48.80	49.78
E/M & OTR B	42.12	43.17	44.25	45.14	46.04
E/M & OTR C	38.96	39.93	40.93	41.75	42.59
E/M & OTR Probation	36.04	36.94	37.86	38.62	39.39

***E/M – EARTHMOVER TIRE SERVICEMAN**

***O.T.R. – OFF THE ROAD TIRE REPAIRMAN**

Night shift premium for Team Members 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.

The following Letters of Understanding (LOU) will be renewed without amendments to March 31, 2025:

- **LOU #8** - **Overtime Directive**
- **LOU #10** - **Town Store 4 x 10h shift**

The following LOUs will not be renewed:

- **LOU #2** - **Inconvenience Pay**
- **LOU #3** - **Mine Site Trainee**
- **LOU #9** - **Syncrude Autoshop Technician**

#1 - LETTER OF UNDERSTANDING - ~~HOUSING-SUBSIDY~~ NORTHERN LIVING ALLOWANCE

Except as set out herein, Kal Tire will pay each permanent Team Member a **monthly northern ~~cost-of~~ living subsidy allowance monthly**, annualized on each regular pay cheque, as outlined below:

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

Monthly Subsidy

Except as set out herein, Kal Tire agrees to continue to pay all current Team Members a monthly **northern living allowance ~~housing subsidy~~** as follows:

- ~~• For the period April 1, 2017 to September 30, 2017, \$1200 per month;~~
- ~~• For the period October 1, 2017 to March 31 2018, 2018, \$900 per month;~~
- ~~• For the period April 1, 2018 to March 31, 2019, \$800 per month;~~
- ~~• For the period April 1, 2019 to March 31, 2020, \$600 per month;~~
- ~~• For the period April 1, 2020 to March 31, 2021, \$600 per month.~~
- For the period from date of ratification to March 31, 2022, \$600 per month;
- For the period April 1, 2022 to March 31, 2023, \$600 per month;
- For the period April 1, 2023 to March 31, 2024, \$600 per month; and
- For the period April 1, 2024 to March 31, 2025, \$600 per month.

Any Team Member hired after November 28, 2014 and before March 31, 2017 will receive the **northern living allowance ~~housing subsidy~~** to a maximum of sixty (60) months. **For clarity, the sixty (60) months is calculated inclusive of housing subsidy already provided.**

Team Members hired on or after April 1, 2017, will not receive a **housing northern living** allowance.

#4 LETTER OF UNDERSTANDING – KEARL MINE SITE

Date: May 28, 2014

Re: Letter of Understanding in respect to Kal Tire Team Members permanent posted to Kearnl Site.

This Letter of Understanding replaces the Letter of Understanding in the Collective Agreement of June 17, 2008, Re: Letter of Understanding, “Kearnl Project Unionized Team Members – Terms and Conditions” signed June 18, 2011.

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

Similarly, Team Members doing “Field Work” from Mildred Lake or any other Kal Tire facility at Kearnl 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 Team Members accepting a permanent posting to the Kearnl Site.

1) The Kearnl Site will be added to Article 1.01 as a site wherein Kal Tire Team Members 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 Kearnl Site as a site covered within our labour certificate for these Team Members, ensuring Kearnl Site - Kal Tire Team Members fall within the Collective Agreement between the parties. All Team Members 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 Team Members to Kearnl / Site;

A) The Shift Schedule (number of days on and off work) will be as designated by Kearnl, 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 ~~14 10.5~~ day on and ~~14 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 (Kearl) is providing the flights for free to permanently posted Kal Tire Team Members to the Kearl Site. ~~Therefore no "inconvenience Pay" will be paid to these permanently posted Kal Tire Team Members to Kearl Site.~~
- D) Camp rooms and board will be provided free of charge to permanently posted Kal Tire Team Members by Kearl. Therefore, the ~~"Housing Allowance"~~ ~~"Northern Living Allowance"~~ provided within the collective agreement will not apply and will not be paid to Kal Tire Team Members permanently posted to the Kearl Site.
- E) Wage Schedule for permanently posted Kal Tire Team Members 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 MTG Team Members Handbook.**

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 Team Members as per the C/A including Accidental Death and Dismemberment and Life.

G) If Kearl forces Kal Tire to remove a Team Member from Kearn Site or will not allow a Kal Tire Team Member 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 Kearn 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 Team Members at this site must abide by Kearn Site rules, but will always have full rights of the C/A to grieve.

I) The Employer will provide a T2200 to all Team Members working in a Fly in Fly Out operation.

Wage Schedule “C”

	Current	Commencing date of ratification	Commencing April 1, 2022	Commencing April 1, 2023	Commencing April 1, 2024
		2.5%	2.5%	2%	2%
E/M & OTR A	41.20	42.23	43.29	44.15	45.03
E/M & OTR B	38.28	39.24	40.22	41.02	41.84
E/M & OTR C	35.57	36.46	37.37	38.12	38.88
E/M & OTR Probation	33.07	33.90	34.74	35.44	36.15

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 Team Members to the Kearn Site”.

#5 – LETTER OF UNDERSTANDING – FORT MACKAY STORE LOCATION #322

This letter of understanding is without prejudice or precedent basis and is specific to the Fort McKay store location #322 for Kal Tire only. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified here in. The purpose of this letter of understanding is to summarize the agreed to conditions pertaining to the company's desire to alter the current shift at Fort McKay (which is currently a 7x7, 12 hour per day continuous shift structure) to the proposed 8.5 hour per day Monday to Friday and Tuesday to Saturday structure, **and to outline the wage schedule for Team Members working at this location under any shift schedule.** The reason for the change is to assist the company in dealing with the current economic conditions.

Conditions

Team Members will be required to work new shift structure and these positions and any future positions at #322 will be posted. The shifts will consist of a split shift as described below:

- Monday to Friday and Tuesday to Saturday
- 7:30am to 4:30pm or 9:00am to 6:00pm start times

In Addition

- ~~Kal Tire will provide a third vehicle to enable their compliance to the LOU "Inconvenience Pay".~~
- Overtime in the #322 location will be offered to the Team Members of #322 first before going outside the branch.
- If a Team Member must be transferred to #322, other than for an accommodation or site access restriction issue, the company will first seek out volunteers from the common seniority list who have the required skill set, then, if finding none, will transfer the most junior Team Member is seniority with the require skill set.
- **The Wage Schedules for posted Kal Tire Team Members is attached as Schedule "D".**

This letter and its guiding principles will be in effect for the duration of this Collective Agreement. The parties agree to meet as required to discuss any issues with respect to these principles. This letter of understanding will expire at the end of this current Collective Agreement.

Schedule “D” – Wage Schedule

Earthmover T/S and OTR Repair Tech Rates

Current		Commencing date of ratification	Commencing April 1, 2022	Commencing April 1, 2023	Commencing April 1, 2024
		2.5%	2.5%	2%	2%
E/M & OTR Leadhand	47.44	48.63	49.84	50.84	51.86
E/M & OTR A	45.54	46.68	47.85	48.80	49.78
E/M & OTR B	42.12	43.17	44.25	45.14	46.04
E/M & OTR C	38.96	39.93	40.93	41.75	42.59
E/M & OTR Probation	36.04	36.94	37.86	38.62	39.39

Regardless of when they were hired or transferred, any Team Member that Kal Tire assigns to work as a Crane Truck Operator will be paid for hours worked operating the Crane Truck based on the above rate for E/M & OTR Leadhand.

Earthmover T/S and OTR Repair Tech Rates – Hired or transferred to after date of ratification.

Current		Commencing date of ratification	Commencing April 1, 2022	Commencing April 1, 2023	Commencing April 1, 2024
		0%	0%	1.5%	2.0%
E/M & OTR Leadhand	-	46.68	46.68	47.38	48.33
E/M & OTR A	-	43.17	43.17	43.82	44.69
E/M & OTR B	-	39.93	39.93	40.53	41.34
E/M & OTR C	-	36.94	36.94	37.49	38.24
E/M & OTR Probation	-	34.16	34.16	34.67	35.37

#6 – LETTER OF UNDERSTANDING – MILDRED LAKE – INVENTORY TECHNICIAN

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 ~~“D”~~ “E” (see below) to the Collective Agreement.

The parties agree:

1. The pay rate schedule is as follows:**Wage Schedule “E”**

	Current	Commencing date of ratification	Commencing April 1, 2022	Commencing April 1, 2023	Commencing April 1, 2024
		2.5%	2.5%	2%	2%
Level A	40.37	41.38	42.41	43.26	44.13
Level B	37.55	38.49	39.45	40.24	41.04
Probation	34.92	35.79	36.69	37.42	38.17

Note: probation as per the CBA will be applied to newly hired Team Members only. Probation as applied to current Team Members 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, and 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 license 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 all other positions. In the event of layoff Article 5.04 and 5.05 will be adhered to.

#7 – LETTER OF UNDERSTANDING – TOWN STORE – INVENTORY TECHNICIAN

October 25, 2016

Re: Adding “Town Store – 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 “**E F**” (see below) to the collective agreement. The parties agree:

The pay rate schedule is as follows ~~from April 1, 2017 to March 31, 2021~~

Wage Schedule “F”

	Current	Commencing date of ratification	Commencing April 1, 2022	Commencing April 1, 2023	Commencing April 1, 2024
		2.5%	2.5%	2%	2%
Level A	25.44	26.08	26.73	27.26	27.81
Level B	23.66	24.25	24.86	25.35	25.86
Probation	20.51	21.02	21.55	21.98	22.42

Note: probation as per the CBA will be applied to newly hired Team Members only. Probation as applied to current Team Members 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.

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, including but not limited to washing, top up levels, fueling, pre and post trip inspections.
- 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 license 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 all other positions. In the event of layoff Article 5.04 and 5.05 will be adhered to.

4. As per clause 11.04, The Employer agrees to hold annual job discussions prior to July 1 for all Team Members who are covered by this Agreement and are ~~either Class “C” or~~ Class “B” rate in any category.

The following language does not form part of the Collective Agreement:

- i) The Parties commit to meet and discuss the implementation of a part time town store tire technician LOU following ratification.
- ii) All non-probationary Team Members who are employed with the Employer as of April 1, 2021 shall be entitled to a one-time lump sum payment of \$500.00, which shall be paid by the Employer within a month of ratification of this agreement. For clarity, a Team Member who is still in their probationary period as of April 1, 2021 will not be entitled to this lump sum payment.
- iii) All non-probationary Team Members who are permanently posted at Kearl Mine as of April 1, 2021 shall be entitled to a further one-time lump sum payment of \$500.00, which shall be paid by the Employer within a month of ratification of this agreement. For clarity, a Team Member who is still in their probationary period as of April 1, 2021 will not be entitled to this lump sum payment.
- iv) On January 1, 2023, all Team Members who have completed a year of service will receive a one-time preloading of 96 hours of accrued Sick Time. Team Members with less than a year of service will receive a one-time preloading of a pro-rated amount of Sick Time, based on the number of months they have worked as of January 1, 2023.
- v) The employer will organize up to five (5) town halls for Team Members regarding the changes to Article 13.03 and the SUB Plan. The union will be invited to attend these town halls.

The union and employer agree to withdraw previous proposals outside of what is contained herein on a without prejudice/precedent basis. All agreed to amendments are effective date of ratification and are not retroactive. No other amendments to the current agreement.

Signed at _____, Alberta this _____ day of September, 2021.

For the Employer

For the Union

Gabriel Joshee-Arnal

Matthew Barnable

Bruce Robertson

Mike Bryan

Kyle Madill

Wilson Brown

Marnee Maxted

James Pattullo

Michelle Quigley

Nathan Taylor