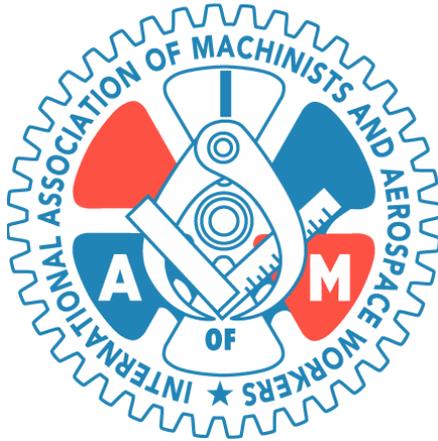


COLLECTIVE AGREEMENT

between



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

and



KAL TIRE

April 1, 2025 to March 31, 2029

Ratified November 2, 2025

TABLE OF CONTENTS

ARTICLE 1 – BARGAINING AGENCY3
 ARTICLE 2 – UNION SECURITY4
 ARTICLE 3 – DUES AND DEDUCTIONS4
 ARTICLE 4 – SENIORITY4
 ARTICLE 5 – VACANCIES, POSTINGS, PROMOTION AND LAY-OFF6
 ARTICLE 6 – HOURS OF WORK AND OVERTIME8
 ARTICLE 7 – PAID HOLIDAYS9
 ARTICLE 8 – VACATION WITH PAY10
 ARTICLE 9 – GENERAL PROVISIONS11
 ARTICLE 10 – NO DISCRIMINATION.....13
 ARTICLE 11 – RATES OF PAY14
 ARTICLE 12 – UNION RECOGNITION OF MANAGEMENT15
 ARTICLE 13 – GROUP INSURANCE, SICKNESS BENEFITS AND BEREAVEMENT LEAVE.....15
 ARTICLE 14 – WORKERS’ COMPENSATION18
 ARTICLE 15 – GRIEVANCE PROCEDURE19
 ARTICLE 16 – STRIKES AND LOCKOUTS20
 ARTICLE 17 – UNION RELATIONSHIPS20
 ARTICLE 18 – BOARD OF ARBITRATION22
 ARTICLE 19 – NEW TECHNOLOGY CHANGE23
 ARTICLE 20 – DURATION OF AGREEMENT24
 ARTICLE 21 – RETIREMENT SAVINGS PLAN.....24
 WAGE SCHEDULES.....25
 Schedule “A” Special Conditions.....29
 Schedule “B” Special Conditions.....29
 Schedule “C” Special Conditions.....30
 Schedule “D” Special Conditions.....30
 Schedule “E” Special Conditions.....30
 Schedule “F” Special Conditions.....31
 LETTER OF UNDERSTANDING – REGIONAL ALLOWANCE.....32
 LETTER OF UNDERSTANDING - KEARL MINE SITE.....33
 LETTER OF UNDERSTANDING - FORT MCKAY STORE LOCATION #322.....35
 LETTER OF UNDERSTANDING – MILDRED LAKE – INVENTORY TECHNICIAN36
 LETTER OF UNDERSTANDING – TOWN STORE – INVENTORY TECHNICIAN37
 LETTER OF UNDERSTANDING – OVERTIME DIRECTIVE38
 LETTER OF UNDERSTANDING – “TOWN STORE – 10-HOUR SHIFTS”39
 LETTER OF UNDERSTANDING – CNRL FIFO OPTION.....40
 LETTER OF UNDERSTANDING – KEARL MINE SITE HOLIDAY FAIRNESS.....42
 LETTER OF UNDERSTANDING – HEALTH & WELLNESS BENEFIT.....43
 ATTENTION ALL MEMBERS44
 NOTES OR CONTRACT PROPOSALS45

For the Contract period April 01, 2025 to March 31, 2029

between

KAL TIRE

Hereinafter referred to as the “Employer” or the “Company”
OF THE FIRST PART

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND, AREOSPACE WORKERS,
LOCAL 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 C-1-2016 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, Kearn Site and Fort McKay Industrial Park except clerical and sales personnel”.

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

ARTICLE 1 – BARGAINING AGENCY

1.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on behalf of the above noted team members at the following locations:

- Fort McMurray Town Store
- Syncrude Plant Sites
- Mildred Lake Tire Shop
- Mildred Lake Section Shop
- Albian Sands Plant Sites
- CNRL Plant Site
- Fort McKay Industrial Park
- Kearn Site

- 1.02 The Employer agrees to deal only with the Executive Officers and/or Business Representative of the Union in matters relating to changes of any terms or conditions of the Agreement.
- 1.03 If a bargaining unit team member is required to perform duties of a team member normally excluded from the bargaining unit for a period of thirty (30) days or longer, that team member shall be excluded as provided for in Article 1.01 until they return to former duties.

ARTICLE 2 – UNION SECURITY

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

ARTICLE 3 – DUES AND DEDUCTIONS

- 3.01 The Employer agrees to deduct from the wages of each team member, upon written authorization from the team member, which the Employer shall submit to the team member for signature at the time of hire, such monthly dues or assessments as are provided therein.
- 3.02 Notification of any change in dues or assessment shall be given by a member of the Union Executive or the Business Representative to the Employer. The money deducted during the month shall be forwarded by the Employer to the Union Office not later than the fifteenth (15th) of the month following the date of deduction, together with a written statement of Name, Location, Employment Date and Termination Date of the team members from whom deductions were made and the amount and purpose of each deduction. Any team members not paying dues in a specific period for reasons of compensation or sick leave shall be so noted.

ARTICLE 4 – SENIORITY

- 4.01 A team member who transfers to a position outside of the bargaining unit shall continue to accumulate Company seniority, but will not continue to accumulate seniority for the purposes of layoff if ever he/she returns to the bargaining unit.

Upon return, layoff seniority would be as of the day they left the bargaining unit.

- 4.02 Seniority may be exercised only in the location where the team member is currently employed. If a team member is transferred to another location by the Employer, his seniority shall be continued without interruption.
- 4.03 New team members, hired after the date of ratification, shall serve a probationary period performing regular duties (the “Probationary Period”) as outlined below. Seniority becomes effective when a team member completes the probationary period and then shall date from the first day of service.
- (a) Town Store – 120 calendar days
 - (b) All other Kal Tire locations – 180 calendar days

It is recognized that probation is a period during which a team member is completing their initial training program and under evaluation by the Employer as to whether they will, in the sole opinion of the Company, become a successful team member and acquire seniority. A team member may accordingly be terminated, without cause, at any time during the Probationary Period at the sole discretion of the Company.

Once a team member has completed 90 days of employment, they are entitled to minimum statutory notice or pay in lieu of minimum statutory notice upon termination.

Team members on probation will receive a wage increase when they have completed 90 days.

- 4.04 Seniority shall be determined by the total period of a team member’s service including vacations, authorized leave, sick leave and layoffs lasting less than one (1) year, except as follows:
- (a) If a team member is absent for more than seven (7) days without permission, or
 - (b) If a team member fails to report to the Employer every thirty (30) days when off duty to sickness or injury, or
 - (c) If a team member fails to return to work with one (1) week of notice requiring them to do so after a layoff. The Employer will notify the Union immediately if a team member cannot be contacted.

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

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

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

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

Copies of every posted vacancy, for locations covered by this C/A, will be provided to the Union office at the same time that they are distributed.

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

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

- 5.03 The Employer agrees to recognize seniority together with training, knowledge, experience, physical fitness, efficiency and ability to perform the work when considering applicants for a posting. Employer reserves the right to restrict transfers based on operational needs when considering applicants for a posting. Should an otherwise suitable candidate be unsuccessful in their transfer due to operational needs, the Employer will, at the team member's request and where possible, make reasonable efforts to improve the operational needs such that the team member's prospect to transfer in a subsequent application may be improved.

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

- 5.04 Temporary Layoffs (60 days or less)

- (a) In the event of a temporary layoff, layoffs will be in reverse order of seniority, which means the least senior team member of the seniority list of a category in the location affected, will be laid off first.

In the event more temporary layoffs occur at the same location within twelve (12) calendar months, team members laid off in the twelve (12) month period will be exempt from further layoff for that one (1) year period except where all other team members have been temporarily laid off as well. Such one (1) year time period will be measured from the commencement of the first layoff to the commencement of the second or

subsequent layoffs. So, if the least senior team member is laid off January 1 for thirty (30) days, if a second layoff occurs on or before December 31 that team member will be exempt from layoff. It is understood and agreed that the operation of seniority to temporary layoffs is subject to operational needs and the team member must have the skills required to complete work competently and efficiently.

A temporary layoff is defined as a layoff that is anticipated to last sixty (60) days or less. In the event a temporary layoff extends beyond sixty (60) days, it shall be deemed to be a permanent layoff and the provisions governing long-term layoff shall be invoked.

Long-Term Layoffs (over 60 days)

(b) For purposes of layoff and recall:

- i. Town Store, Section Shop at Mildred Lake, Warehouse at Mildred Lake, and the Fort McKay Store will have separate department seniority lists.
- ii. Fly-in, fly-out operations will be a department and will have a combined department seniority list.
- iii. All other locations will be a department and shall share a combined seniority list.

(c) In the event of a long-term layoff, layoffs will be in reverse order of seniority, which means the least senior team member on the seniority list in the category will be laid off first.

(d) The categories will be:

- i. E/M & OTR
- ii. Inventory Tech
- iii. Auto Mechanic
- iv. Auto Apprentice
- v. Tire Serviceman

- In the event of layoffs or a branch closure at the Fort McKay Store, the team members will be able to attach their seniority to the combined seniority list described in Article 5.04(b) (iii).

5.05 Recall of laid-off team members will be carried out in order of seniority, with the most senior team member of a category affected being recalled first.

The recall period is one (1) year after layoff but a team member may request that their recall period be abridged and, if approved, the Employer will pay out termination pay pursuant to the provisions of the Alberta Employment Standards

Code or any provincial legislation replacing that statute and the team member's seniority rights will be exhausted.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

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

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

When a team member transfers from another Branch, the team member's accrued overtime from the previous Branch will follow them.

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

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

- 6.07 When overtime work of more than one (1) hour is to be performed, immediately before or after a regular shift, the team member shall be given a fifteen (15) minute rest break.
- 6.08 When overtime work of more than two (2) hours is to be performed immediately before or after a regular shift, the team member is also entitled to a meal allowance of \$20.00 for a meal and beverage, except when a meal is provided.
- 6.09 The regular workweek will be Monday through Friday. However, an exception is made for the scheduling of a Tuesday through Saturday shift to serve the retail tire trade and mechanical business. The number and classification of team members affected by the excepted shift schedule shall be determined by mutual agreement following notice to implement such a shift.
- 6.10 A day shift shall be considered as any shift commencing between the hours of 6:00 a.m. and 11:00 a.m.; an afternoon shift will be any shift commencing between the hours of 11:01 a.m. and 5:00 p.m.; a night shift will be any shift commencing between 5:01 p.m. and 5:59 a.m.
- 6.11 Team members required to be on-call shall be paid one (1) hour at overtime rate each day. Additionally, each call-out shall be paid by at least two (2) hours at overtime rate or overtime rate for actual hours worked, whichever is greater.

ARTICLE 7 – PAID HOLIDAYS

- 7.01 The Employer will recognize the following holidays (the “Holiday”), for which team members will be paid at regular rates for all the Holidays in the Agreement, regardless of which day these may occur. Alternatively, a team member shall receive a paid day off in lieu of the Holiday falling on a day which the team member is not scheduled to work.

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

The Employer agrees to make all reasonable efforts to give the team members a half (1/2) day paid holiday on Christmas Eve.

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

- 7.03 Notwithstanding 7.02, a team member is eligible for this payment provided that a regularly scheduled leave of absence has been approved for the date preceding and/or following the holiday. Such leave must be approved in advance of the Holiday by the Department Manager.
- 7.04 When a team member is required to work on the Holiday, they shall receive one and one-half (1½) times his regular pay for hours worked in addition to regular pay for the holiday.
- 7.05 Where the Employer is under a contractual obligation to a 3rd party to maintain its operations on the Holiday, as listed in Article 7.01, a team member required to work on that Holiday shall in all cases receive one and one half (1½) times his regular rate of pay for hours worked in addition to regular pay for the Holiday.
- 7.06 A team member will be allowed to bank three (3) Holidays per calendar year regardless if the Holiday is worked or not, subject to approval from immediate supervisor. Banked Holidays are intended to fill up a block of vacation. The banked stats are not intended to gain extra vacation.
- Team members working 7-day (7 on and off) shifts will be allowed to bank 4 (four) Holidays, and team members working 6-day (6 on and off) shifts will be allowed to bank three Holidays regardless if the Holiday is worked or not. These banked Holidays are to be used with blocks of vacation and when to take them is subject to supervisor approval per Article 8.02.

ARTICLE 8 – VACATION WITH PAY

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

will be equal to 40 hours.

- 8.05 In accordance with Alberta Labour Regulations a team member is not allowed to work in lieu of taking at least two (2) weeks of annual vacation.
- 8.06 Vacation pay for all hourly workers shall be computed on the basis of one week's regular pay for every week of vacation to which the team member is entitled. Any residual vacation shall be paid out immediately after January 1st annually.
- 8.07 A common anniversary date of January 1st shall be used for the purpose of scheduling annual vacation.
- 8.08 New team members and team members that change vacation weeks, will accrue and be allowed vacation per the formula set out in Employment Standards Code. For team members that have been employed for less than one year, and for team members that have reached one year of employment and change years of vacation allowed per Article 8.04, their accrual and allowance to take vacation will be as per how the Employment Standards Code sets it out even with the Common Anniversary date.

ARTICLE 9 – GENERAL PROVISIONS

- 9.01 It is agreed between the parties hereto that, except as provided herein, time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the 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 \$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 \$1.25 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 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 10 – NO DISCRIMINATION

- 10.01 No team member shall be transferred, dismissed or discriminated against in any way for any lawful Union activity, or for serving in a responsible capacity with the Union, or the administration of or for reporting to the Union any violation of the provisions of this agreement.

10.02 Any team member alleging wrongful transfer, dismissal or discrimination, may place his complaint before Union representatives and may lodge a grievance subject to the Grievance Procedure established in this Agreement.

10.03 This Collective Agreement will include no discrimination for all that is included in the Alberta Human Rights Act.

The Employer and the Union agree there will be no discrimination, intimidation or coercion exercised or practiced by the Employer or by the Union, or by any of the representatives, with respect to any person because of race, colour, religious beliefs, sex, sexual orientation, gender, gender identity, gender expression, age, marital status, family status, ancestry, place of origin of that person, or to a person having a mental or physical handicap.

10.04 The parties agree that harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no team member is subject to harassment in any form. Any complaints will be dealt with through the grievance procedure.

ARTICLE 11 – RATES OF PAY

11.01 The Employer agrees that during such times as this Agreement is in force, it will pay all persons covered by the terms of this Agreement who are hourly team members not less than the rates set forth in Schedule “A” entitled rates of pay, which is attached hereto and made part of this Agreement, and if any team member is receiving a wage rate in excess of the rates herein contained such wage shall not be reduced by reason of the signing of this Agreement.

11.02 It is agreed that in the event a new job classification is instituted, other than those set forth in Schedule “A” attached hereto, the Employer and the Union shall meet and negotiate a rate of pay and job description for such team members.

11.03 All team members covered by this agreement, other than those employed at the Town Store, shall be paid not less than the rates set out in Schedule “B” Special Conditions.

11.04 The Employer agrees to perform annual performance appraisals; the review will consist of a written evaluation, which will be completed by the end of February and will be discussed with the team member.

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 job discussion will involve an evaluation of the team member’s performance and a personal interview with the department supervisor. The supervisor conducting the interview shall state, in writing, the development action required of the team member to progress into the next Class rate. A team member who is not satisfied with the results may have the evaluation or development plan reviewed by the next level up.

11.05 Payday will be every two (2) weeks on Thursday. All earnings accrued in a two (2) week period shall be remitted on the payday of the week following the end of a pay period. Pay stubs will be delivered to the team member within (3) business days.

Any errors or omissions in a pay period that are under \$200 two hundred dollars will be corrected in the following pay cheque. Any errors or omissions, where the Employer was at fault, exceeding \$200 (two hundred dollars) will be corrected within 72 hours after notification of such error. Should a team member be overpaid due to a clerical error the company shall first notify the team member of the over payment and negotiate a reasonable repayment plan.

4% General Increase	Takes effect on the first day of the pay period following ratification and continues thereafter until March 31, 2026
3% General Increase	Effective April 1, 2026
2.5% General Increase	Effective April 1, 2027
2.5% General Increase	Effective April 1, 2028

ARTICLE 12 – UNION RECOGNITION OF MANAGEMENT

12.01 The Union recognizes the right of the Employer to exercise the functions of Management including, without limiting the generality thereof, the right to hire new team members and to direct the working force, to promote and demote, transfer, lay-off due to lack of work, suspend or otherwise discipline or discharge for just cause any team member subject to the right of the team member to lodge a grievance in the manner and to the extent hereinafter provided, and the Employer agrees to give to the Union notice of discharge for cause of any team member within three (3) days of occurrence.

12.02 The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and alter from time to time reasonable rules and regulations to be observed by team members, which shall not be inconsistent with the provisions of this Agreement.

12.03 The Employer agrees to use its authority in a fair and reasonable manner.

12.04 The team members and the Union agree that the foregoing enumeration of Management’s rights shall not be deemed to exclude any other recognized functions of Management not specifically covered in this Agreement.

ARTICLE 13 – GROUP INSURANCE, SICKNESS BENEFITS AND BEREAVEMENT LEAVE

13.01 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

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

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 14 – WORKERS’ COMPENSATION

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

ARTICLE 15 – GRIEVANCE PROCEDURE

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

Step 1

If the complaint or grievance is not satisfactorily resolved in discussion between the team member and/or steward and their immediate supervisor, it shall be set out in writing citing the alleged violation of the Collective Agreement including the Article(s) affected. It shall be submitted in this form to their immediate supervisor within the time limits specified in Article 15.03. A decision will be forwarded to the Union from the supervisor or HR representative within ten (10) working days of receiving the grievance.

Step 2

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

Step 3

If the grievance is not satisfactorily resolved in Step 2, within ten (10) days the Union shall submit to the Regional Manager, a request to hold a meeting between the Union Business Representative, the shop steward, the grievor, the Regional Manager, and

HR representative responsible for the division to hear the grievance. A full hearing of the grievance will be held within ten (10) days of receiving written request to do so. A decision will be forwarded to the Union within ten (10) working days of the hearing.

If the decision is unsatisfactory to the Union, the grievance may be submitted to Arbitration, notice will be given in writing within 10 days of receiving the written reply from the Employer. The parties agree to meet at each step of the grievance process. The grievor may be required to attend at any step without loss of pay.

Upon notification of arbitration, the parties may, by mutual agreement, engage in non-binding mediation.

The expense for the mediator shall be borne equally by the Employer and the Union, unless otherwise provided by law.

In the event the Parties choose to proceed to mediation, the mediation process will be as follows: (i) the parties shall mutually agree on a mediator; (ii) the parties will work with the mediator in good faith to attempt to resolve the matter amicably; (iii) if the dispute is not resolved through grievance mediation, the matter may proceed to arbitration in accordance with the terms specified in Article 18.

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

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

ARTICLE 16 – STRIKES AND LOCKOUTS

- 16.01 There shall be no lockouts by the Employer and no interruption, strike, work stoppage, sit-down or slowdown by a team member or team members during the term of this Agreement.

ARTICLE 17 – UNION RELATIONSHIPS

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

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

- 17.02 Stewards shall be regular full-time team members with the Employer. They must have at least six (6) months service; an exception shall be made where a team member cannot be found with six (6) months service to three (3) months service. Stewards

may be selected in any manner determined by the Union. Management will be informed of the names of the stewards on a regular basis.

17.03 Stewards shall be appointed to represent each department at all locations as may be required from time to time.

17.04 Stewards shall meet with representatives of the Employer quarterly. Monthly if required by either party, in order to discuss problems, which may arise.

If available, stewards will be present when the employer is discussing any discipline or termination of team members.

17.05 Stewards will be allowed a reasonable amount of time per month (up to 2 hours), without loss of pay, to present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their immediate supervisor to leave their work assignment. The steward and the grievor will be granted time off, without pay, to attend Step 3 meetings at the request of the Union Business Representative.

Wherever possible, shop stewards from the grievor's location will be made available to represent during these meetings.

17.06 Team members having grievances shall not discuss them with stewards during working hours unless they have first obtained permission from their immediate supervisor. The Employer agrees such permission will not be unreasonably refused.

17.07 The Employer agrees to permit Union Representatives a reasonable amount of time off, without pay, to attend to the necessary business of the Union.

17.08 Kal Tire will pay a total of 192 hours of team member's regularly scheduled time, to be divided amongst Union Bargaining Committee members, during negotiations.

17.09 Bulletin board space will be reserved for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union. On customer mine sites, subject to customer approval, the company shall supply bulletin board space at each location.

17.10 When a team member is elected to a "Full Time" position in the Union, the company shall grant a Leave of Absence to that team member for the duration of the elected term. Seniority will continue to accumulate for this team member. If the term is three (3) years or less, the team member shall return to their previous position and location. If the term is more than three (3) years then the team member shall return to a position mutually agreed to by the Employer and the Union at the current wage rate.

17.11 INTENTIONALLY OMITTED – Refer to Article 21 – Retirement Savings Plan

- 17.12 Where the Employer requires a team member to attend a disciplinary or termination meeting, such team member shall have the right to Union representation at the meeting. No such meeting shall proceed without a steward present unless the team member expressly waives their right in writing. The team member may request an alternate steward, provided they are reasonably available, and so long as such selection will not unreasonably delay the process or disrupt the course of business. stewards may be required to attend such meetings via phone call or video conference.

ARTICLE 18 – BOARD OF ARBITRATION

- 18.01 The Board of Arbitration shall consist of a single Arbitrator, who shall be one of the persons named in 18.05, and shall be selected as follows:
- a) The person named on the schedule who has the number 1 beside their name shall hear and decide the first arbitration.
 - b) The person named on the Schedule who has the number 2 beside their name shall hear and decide the second arbitration case held after the said date, and so on until the last person named on the Schedule has heard and decided an arbitration case. Thereafter the person who has the number 1 beside their name shall hear and decide the next case, and so on. If an arbitrator is unavailable to hear and decide a case according to the number assigned to them, the arbitrator shall then be the first to be considered for the next case.
 - c) Each arbitrator, when contacted, shall have fourteen (14) days to confirm their ability to act. In the event that the person whose turn it is to be Arbitrator is unwilling or unable to act, or in the event that that such person is directly interested or involved in the outcome of the controversy under consideration, then in any such event that person shall be passed over in favor of the person next named in 18.05.
 - d) In the event that none of the arbitrators identified in 18.05 are available to adjudicate the grievance arbitration, the parties shall mutually agree upon an alternate arbitrator from the designated Grievance Arbitrator Roster.
- 18.02 It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Employer and the Union.
- 18.03 Any grievance submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may however interpret its provisions.

The expense of the arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

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

18.05 Arbitrators:

1. Andrew Robertson
2. Cheryl Yingst Bartel
3. David Jones
4. Mark Asbell
5. James Casey
6. Greg Francis

ARTICLE 19 – NEW TECHNOLOGY CHANGE

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

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

Where a team member needs some skills upgrading to assume another position within the department or location, the Employer and the Union will encourage the team member to participate in the skills upgrading. This may involve attending a course inside or outside the Company. The Employer will assume the cost of any agreed to course, transportation and wages. Transportation will be reimbursed at \$.50 per kilometer. All expenses paid over \$1000 will be in the form of a forgivable loan. The Loan amount will be written off over the period of one year in 4 equal parts after each quarter from the completion date of the course. Failure of the 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.

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

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

ARTICLE 20 – DURATION OF AGREEMENT

20.01 This agreement shall be effective from April 01, 2025 until March 31, 2029 and thereafter to the date when a new Collective Agreement comes into force, or until a strike or lockout occurs, whichever is first.

ARTICLE 21 – RETIREMENT SAVINGS PLAN

21.01 Team members can make voluntary contributions to an RRSP fund from Kal Tire’s provider at any time once hired.

All permanent full-time and part-time team members (who work a minimum of 520 hours in six (6) months of continuous employment) are eligible to participate in the Kal Tire RRSP/DPSP Program after six (6) months of service.

Team members must contribute a minimum of 2% of their regular earnings and Kal Tire will match up to 5% of team member contributions each pay period.

Team members may make additional voluntary contributions at any time.

IN WITNESS WHEREOF 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.

For the Employer:

For the Union:

DocuSigned by: <i>Marnes Maxted</i> 2A69F329C724D Marnes Maxted	1/14/2026	Signed by: <i>Steve Luba</i> 5C3799892F14011 Steve Luba	1/14/2026
DocuSigned by: <i>Bruce Robertson</i> 4B90CF10E69E784 Bruce Robertson	1/13/2026	Signed by: <i>Mike Bryan</i> 49E11163 Mike Bryan	1/19/2026
Signed by: <i>Kyle Macmill</i> 1481A91DF70D186 Kyle Macmill	1/14/2026	Signed by: <i>Jeremiah Barbour</i> B5F68088BFC4CA Jeremiah Barbour	1/14/2026
Signed by: <i>Margarita Plakhotniuk</i> 4D1A992253F42E Margarita Plakhotniuk	1/13/2026	DocuSigned by: <i>James Pattullo</i> 6E52B066784E1591 James Pattullo	1/19/2026
DocuSigned by: <i>Justin Varney</i> C8D816941538149 Justin Varney	1/14/2026	Signed by: <i>Deven Spencer</i> C7973507864D578 Deven Spencer	1/13/2026

WAGE SCHEDULES

Wage Schedule "A" – Town Store

	Current	Commencing date of ratification	Commencing April 1, 2026	Commencing April 1, 2027	Commencing April 1, 2028
		4%	3%	2.5%	2.5%
Categories - Tire Technicians					
T/S Lead Hand	32.70	\$34.01	\$35.03	\$35.90	\$36.80
T/S Tire Tech A	30.66	\$31.89	\$32.84	\$33.66	\$34.51
T/S Tire Tech B	28.37	\$29.50	\$30.39	\$31.15	\$31.93
T/S Tire Tech C	26.23	\$27.28	\$28.10	\$28.80	\$29.52
T/S Tire Tech Prob.	24.27	\$25.24	\$26.00	\$26.65	\$27.31
Categories – Mechanical					
Journeyman Mechanic	47.53	\$49.43	\$50.91	\$52.19	\$53.49
4th Year Apprentice	43.96	\$45.72	\$47.09	\$48.27	\$49.47
3rd Year Apprentice	40.66	\$42.29	\$43.55	\$44.64	\$45.76
2nd Year Apprentice	37.61	\$39.11	\$40.29	\$41.30	\$42.33
1st Year Apprentice	34.79	\$36.18	\$37.27	\$38.20	\$39.15

Wage Schedule “B” - Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albion Sands Plant Sites, and CNRL Plant Site

***E/M – EARTHMOVER TIRE SERVICEMAN**

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

	Current	Commencing date of ratification	Commencing April 1, 2026	Commencing April 1, 2027	Commencing April 1, 2028
		4%	3%	2.5%	2.5%
E/M & OTR Leadhand	51.86	\$53.93	\$55.55	\$56.94	\$58.36
E/M & OTR A	49.78	\$51.77	\$53.32	\$54.66	\$56.02
E/M & OTR B	46.04	\$47.88	\$49.32	\$50.55	\$51.81
E/M & OTR C	42.59	\$44.29	\$45.62	\$46.76	\$47.93
E/M & OTR Probation	39.39	\$40.97	\$42.19	\$43.25	\$44.33

Wage Schedule “C” – Kearl Mine Site

	Current	Commencing date of ratification	Commencing April 1, 2026	Commencing April 1, 2027	Commencing April 1, 2028
		4%	3%	2.5%	2.5%
E/M & OTR A	45.03	\$46.83	\$48.24	\$49.44	\$50.68
E/M & OTR B	41.84	\$43.51	\$44.82	\$45.94	\$47.09
E/M & OTR C	38.88	\$40.44	\$41.65	\$42.69	\$43.76
E/M & OTR Probation	36.15	\$37.60	\$38.72	\$39.69	\$40.68

Wage Schedule “D” – Fort McKay Store 322

Earthmover T/S and OTR Repair Tech Rates

Current		Commencing date of ratification	Commencing April 1, 2026	Commencing April 1, 2027	Commencing April 1, 2028
		4%	3%	2.5%	2.5%
E/M & OTR Leadhand	51.86	\$53.93	\$55.55	\$56.94	\$58.36
E/M & OTR A	49.78	\$51.77	\$53.32	\$54.66	\$56.02
E/M & OTR B	46.04	\$47.88	\$49.32	\$50.55	\$51.81
E/M & OTR C	42.59	\$44.29	\$45.62	\$46.76	\$47.93
E/M & OTR Probation	39.39	\$40.97	\$42.19	\$43.25	\$44.33

Earthmover T/S and OTR Repair Tech Rates – Hired or transferred to after November 17, 2021.

Current		Commencing date of ratification	Commencing April 1, 2026	Commencing April 1, 2027	Commencing April 1, 2028
		4%	3%	2.5%	2.5%
E/M & OTR Leadhand	48.33	\$50.26	\$51.77	\$53.07	\$54.39
E/M & OTR A	44.69	\$46.48	\$47.87	\$49.07	\$50.30
E/M & OTR B	41.34	\$42.99	\$44.28	\$45.39	\$46.53
E/M & OTR C	38.24	\$39.77	\$40.96	\$41.99	\$43.04
E/M & OTR Probation	35.37	\$36.78	\$37.89	\$38.84	\$39.81

Wage Schedule “E” – Mildred Lake Inventory Technician

	Current	Commencing date of ratification	Commencing April 1, 2026	Commencing April 1, 2027	Commencing April 1, 2028
		4%	3%	2.5%	2.5%
Level A	44.13	\$45.90	\$47.27	\$48.45	\$49.67
Level B	41.04	\$42.68	\$43.96	\$45.06	\$46.19
Probation	38.17	\$39.70	\$40.89	\$41.91	\$42.96

Wage Schedule “F” – Town Store Inventory Technician

	Current	Commencing date of ratification	Commencing April 1, 2026	Commencing April 1, 2027	Commencing April 1, 2028
		4%	3%	2.5%	2.5%
Level A	27.81	\$28.92	\$29.79	\$30.53	\$31.30
Level B	25.86	\$26.89	\$27.70	\$28.39	\$29.10
Probation	22.42	\$23.32	\$24.02	\$24.62	\$25.23

SCHEDULE “A” – SPECIAL CONDITIONS

The following special conditions apply to Team members working at the Fort McMurray Town Store:

1. The Employer agrees to pay a 1% premium to a Journeyman Mechanic when mentoring an apprentice.
2. AFTERNOON or NIGHT shift premium; 7% additional to day shift rate above.
3. 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.

WAGE 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, Albion 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, Albion Sands Mine Sites, CNRL Mine Site, and Ft. McKay 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, Albion Sands Plant Sites, or CNRL Plant Site, they 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. Fort McKay Industrial Park wage rates are listed at Schedule ‘D’.

5. Syncrude Mine Sites, Mildred Lake shop, Mildred Lake Section Shop, Albian Sands Plant Sites, and CNRL Plant Site – Wage Rates:
6. 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.
7. 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.

WAGE SCHEDULE “C” SPECIAL CONDITIONS

The following special conditions apply to team members working at the Kearl Mine Site:

1. 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 Kearl Site”.

WAGE SCHEDULE “D” SPECIAL CONDITIONS

The following special conditions apply to team members working at the Fort McKay Store:

1. 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.

WAGE SCHEDULE “E” SPECIAL CONDITIONS

The following special conditions apply to team members working as a Mildred Lake Inventory Technician:

1. 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.

WAGE SCHEDULE "F" SPECIAL CONDITIONS

The following special conditions apply to team members working as a Town Store Inventory Technician Inventory Technician:

1. 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.

LETTER OF UNDERSTANDING – REGIONAL ALLOWANCE

Except as set out herein, Kal Tire will pay each permanent team member currently receiving a northern living allowance, a monthly regional allowance, annualized on each regular pay cheque, as outlined below:

This benefit is limited to team members hired prior to November 28, 2014, 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 team members currently receiving a monthly regional allowance as follows:

- For the period from date of ratification to March 31, 2026, \$600 per month;
- For the period April 1, 2026 to March 31, 2027, \$600 per month;
- For the period April 1, 2027 to March 31, 2028, \$600 per month; and
- For the period April 1, 2028 to March 31, 2029, \$600 per month.

LETTER OF UNDERSTANDING – KEARL MINE SITE

Date: May 28, 2014 REVISED April 9, 2025

Re: Letter of Understanding in respect to Kal Tire team members permanently 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 paid as hours worked per day at straight time. The current expected shift rotation shall be 14 days on and 14 days off or another similar arrangement as required by the customer in an effort to manage their shift change over 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 (Kearnl) is providing the flights for free to permanently posted Kal Tire team members to the Kearnl Site.

- D. Camp rooms and board will be provided free of charge to permanently posted Kal Tire team members by Kearl. Therefore, the “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. The pay rate will be as per Wage Schedule “C” – Kearl Mine Site.
- 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, MTG Team 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).
- G. 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.
- H. If Kearl forces Kal Tire to remove a team member from Kearl Site or will not allow a Kal Tire team member to return to their Site for whatever reason, Kal Tire and IAMAW Local 99 Business Representatives and/or LL 99 Executive will meet to discuss if the company can accommodate that Union member at another Kal Tire Location within this bargaining Unit if the reasons for removal by Kearl were not considered a termination offence by Kal Tire. All rights within the C/A as well as to grieve are afforded to this member as usual.
- I. Kal Tire Union team members at this site must abide by Kearl Site rules, but will always have full rights of the C/A to grieve.
- J. The Employer will provide a T2200 to all team members working at a Fly in Fly Out operation.

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 Kearl Site”.

LETTER OF UNDERSTANDING – FORT MCKAY 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

- 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 in seniority with the required skill set.
- The Wage Schedules for posted Kal Tire team members is listed as Wage 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.

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.

LETTER OF UNDERSTANDING – MILDRED LAKE – INVENTORY TECHNICIAN

December 18, 2014 Revised April 9, 2025

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

The parties agree:

1. The pay rate will be listed as Wage Schedule “E” – Mildred Lake – Inventory Technician.
2. Job description is:
 - a. Prepare orders for delivery 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.

LETTER OF UNDERSTANDING – TOWN STORE – INVENTORY TECHNICIAN

October 25, 2016 Revised April 9, 2025

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 “F” (see below) to the collective agreement. The parties agree:

1. The pay rate will be listed as Wage Schedule “F” – Town Store – Inventory Technician.
2. Job description is:
 - a. Prepare orders for delivery 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 Class “B” rate in any category.

#8 – LETTER OF UNDERSTANDING – OVERTIME DIRECTIVE

Letter of Understanding as follows:

1. This Agreement will supersede Article 6.05 of the Collective Agreement unless cancelled in accordance with Clause 8 or amended by the parties.
2. Team members may indicate their willingness to work overtime by adding their name to the overtime sign up list.
3. Overtime will be distributed at first instance to the team members who have added their names to the overtime list. Team members who have not put their name on the list, provided they would have been solicited to have worked overtime hours, will be deemed to have refused.
4. Overtime shall be distributed to the volunteers equitably and in accordance with Article 6.05.
5. In the event there are insufficient, qualified volunteer team members within a department to cover the Employer's overtime needs, provided the most junior team member is qualified and able to do the work required, the supervisor will inform the team member that overtime is required.
6. A team member will not be required to perform overtime work a further time until such time each team member on the crew on the shift who is qualified and able to perform the work has been required to perform overtime work.
7. Except in the case of an emergency, the Employer will accommodate pre-approved vacation or pre-authorized time off commitments.
8. In the event that an overtime opportunity is improperly distributed, the affected team members redress will be to work another overtime shift of their choice. The team member must exercise this right within 60 days of the incident.
9. The parties will make their best efforts to address unforeseen issues regarding the operation of this Letter of Understanding but in any event, either party may terminate this Letter of Understanding on fourteen (14) days written notice.

LETTER OF UNDERSTANDING – “TOWN STORE – 10-HOUR SHIFTS”

September 7, 2020

Re: Adding “Town Store – 10-hour Shifts” to the Collective Agreement

This letter of understanding will form part of the collective agreement and will expire when this collective agreement expires. The parties agree to add a new ten (10) hour shift for team members working in the position of tire technician or mechanic at the Town Shop.

For team members working the ten (10) hour shift at the Town Shop, the Parties agree as follows:

1. Overtime will be calculated after 10 hours a day or 40 hours per week.
2. The hours of work shall be consecutive with the exception of a fifteen (15) minute rest break during the first five (5) hours of the shift, an unpaid lunch breach not to exceed one half (1/2) hour, and a fifteen (15) minute rest break during the last five (5) hours of the shift.
3. The 10 hours shifts shall run in three different one week shift cycles: one, Monday to Thursday; two, Wednesday to Saturday; and, three, Monday, Tuesday, Friday and Saturday.
4. The shifts shall commence daily at 7:10am and end at 6:00pm.

Sick Time/Pay for team members shall be paid as per Article 13.03.
5. Where the terms of this Letter of Understanding and any other terms of the collective agreement that are not in this Letter of Understanding are in conflict, the terms of this Letter of Understanding shall apply.
6. If there are multiple different shifts (5x2 – 4-10 hours) the Employer agrees to recognize seniority together with training, knowledge, experience, physical fitness, efficiency and ability to perform the work when considering who would fill what shift.

RE: CANADIAN NATURAL RESOURCES MINE SITE FIFO OPTION

The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the addition of the CNRL Fly in Fly Out option for Kal Tire team members permanent posted to Canadian Natural Resources Site (the "**FIFO Option**").

This is seen as an option and does not in any way force current or future team members to utilize it.

All terms and conditions of the current Collective Agreement shall apply to Kal Tire bargaining unit team members posted to the Canadian Natural Resources Site, except where this Letter specifies differences for those members who choose the FIFO Option.

Similarly, team members doing "Field Work" from Mildred Lake or any other Kal Tire facility at Canadian Natural Resources 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 Canadian Natural Resources Site and choose the FIFO option.

1. Special Conditions (Differences than C/A) for permanently posted team members to Canadian Natural Resources site, who choose the FIFO Option.
 - A. This site has the option for fly into site/camp - fly out from site/camp postings, Kal Tire's customer (Canadian Natural Resources) is providing the flights for free to permanently posted Kal Tire team members to the Canadian Natural Resources Site who choose the FIFO Option.
 - B. Wage Schedule for permanently posted Kal Tire team members who choose the FIFO option is attached as Schedule "C".
 - C. Camp rooms and board will be provided by Canadian Natural Resources free of charge to permanently posted Kal Tire team members who choose the FIFO Option. Therefore, and like Kearl Mine Site, the "Northern Living Allowance"
 - D. The Employer will provide a T2200 to all team members who choose the FIFO Option.
 - E. Group Gold Insurance Benefit Coverage who choose the FIFO Option.
 - F. Sick Pay

All team members who choose the FIFO Option shall be entitled to the following sick pay 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,

- 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.

For clarity, and like those employees posted at Kearsarge Mine Site, 13.03 (B) SUB Plan will not apply.

LETTER OF UNDERSTANDING - KEARL MINE SITE HOLIDAY FAIRNESS

Date: March 31, 2023

Re: Letter of Understanding in Respect to Kai Tire team members Permanently Posted to Kearl Site

The purpose of this LOU is to capture the agreement between the parties on the matter of Holiday Shift Schedule Changes for Kai Tire team members posted to the Kearl site.

Effective March 31, 2023, and every two years thereafter, employees will rotate crews. This is intended to provide equity around who is scheduled to work the same holidays year over year.

To implement the change, each crew will work one "short shift" before returning to the regularly scheduled 14x14 rotation

This rotation will be considered part of the regularly scheduled rotation, and employees will not be subject to additional monetary provisions within the Collective Agreement, including but not limited to additional overtime and travel expense claims.

In the event that the bi-annual rotation is no longer offered by the Customer, the Union will be advised immediately of any change to scheduling as a result.

LETTER OF UNDERSTANDING – HEALTH AND WELLNESS BENEFIT

This Letter of Understanding outlines the terms and conditions regarding the Health and Wellness Benefit provided by **Kal Tire** to eligible team members to promote and support the health and well-being of team members. The employer will provide a **Health and Wellness Benefit** in the amount of up to **\$500 per calendar year**.

Eligibility:

- This benefit is available to all full-time team members who have completed their probationary period and does not extend to family members or dependents of team members.

Benefit Details:

- Health and wellness eligible expenses shall include gym memberships, fitness classes, sporting equipment, mental health services, and other related activities or equipment.
- Ineligible expenses include but not limited to footwear, clothing, electronics and other expenses not deemed suitable under the health and wellness benefit.
- The benefit amount is \$500 per calendar year. Any unused benefit amount will not be carried over into the next calendar year.
- 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.
- Unless otherwise specified in the Employers company policy, team members will be required to submit receipts for qualifying expenses to their supervisor for approval and reimbursement. This is a taxable benefit.
- All personal health information disclosed while participating in the Health and Wellness Benefit will be kept confidential.

ATTENTION ALL MEMBERS

Arrears In Dues

Excerpt from the IAM Constitution

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

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

Dues Are Deducted By Payroll Deduction Only When A Member Is Working

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

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

Non-Payments Of Dues

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

Members Off Work Due To Layoff

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

Members Off Work Due To Illness

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

Change Of Address

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

IAMAW Local 99
Suite 107, 10471 – 178 Street, Edmonton, Alberta T5S 1R5
Telephone: 780-414-1499

Local 99 Dues Structure

Monthly working dues	Two and a quarter (2.25) times the hourly rate
Out of work dues	Two (\$2.00) dollars per month
Reinstatement fees	Six (6) times the hourly rate

Index

APPRENTICES, 12	SHIFT CHANGE, 33
BEREAVEMENT, 15, 18	SHIFTS, 8, 10, 29, 33, 35, 39
BOOTS, 12	SHOP STEWARD, 19, 21
CLASSIFACATIONS, 23	SICK LEAVE, 4, 5
DISCRIMINATION, 13, 14	STATUATORY HOLIDAYS, 9, 10
HEALTH & SAFETY, 11	TOOLS, 12, 13
MEAL, 9	TRAVEL, 13, 42
ON-CALL, 9	UNION BOARD, 6
RECALL, 7	VACATION, 10, 11, 38
SENIORITY, 4, 5, 6, 7, 8, 10, 18, 21, 35, 39,	