

THIS AGREEMENT entered into this 24th day of November, 2018 shall be in force and effect as hereinafter particularly specified.

BETWEEN:

McMILLAN TRANSPORT LIMITED
MEDICINE HAT, ALBERTA
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART.

November 24, 2018 – October 31, 2020

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ARTICLE NO. 1 - SCOPE AND PURPOSE OF THIS AGREEMENT

Section 1.1 - This Agreement shall apply to employees of the Company classified as follows: **Highway Drivers, City Drivers.**

Section 1.2 - All employees working for the Company as outlined in Section 1.1, and as enumerated in the following Appendices:

Appendix "A" - Covers rates of pay for all Single-man drivers.

Appendix "B" - Covers hours of work, overtime provisions, and rates of pay, for all City drivers.

Appendix "C" - Covers Health and Welfare Plan for all Union employees hereunto annexed and forming part of this Agreement.

ARTICLE NO. 2 - UNION SECURITY

Section 2.1

- A. It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully co-operate, individually and collectively, for the advancement of conditions.
- B. The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interest of the trucking industry, and the Company.
- C. In the event the Company introduces, or extends, Leased Operator Operations over those presently in effect, it is agreed that none of the highway drivers employed by the Company in the area affected, will be laid off from the Highway Department as a direct result of the introduction or extension of Leased Operator Operations.
- D. The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union Office.
- E. It is agreed that as a condition of employment, each employee shall within fifteen (15) days, of commencing employment hereunder, become and remain, a Member in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union Dues, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial charges, as levied against him by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

Section 2.2

The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union by means of electronic funds transfer (EFT) on or before the twenty-fifth (25th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference any:

- i. New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- ii. Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- iii. Any current address change to be updated as well as name changes (i.e. marriage).
- iv. If a Regular Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

Section 2.3 - The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing after the ninety (90) day probationary period of employment until the Local Union Initiation is fully paid.

Section 2.4 - Regular Employees - A regular employee shall be considered as such an employee of the Company when:

- i. he has completed his probationary period
- ii. he makes himself available to the Company for full-time employment.
- iii. he recognizes the Company as his sole employer.
- iv. he has fully qualified in regard to the Company-approved physical examinations or other normal Company requirements.

Section 2.5 - Part-time Employees - A Part -time hourly employee shall:

- i. be hired on an incidental and temporary basis to provide for additional manpower.
- ii. be carried on a Regular Part-time Employee separate Seniority List in the Branch or Division.
- iii. be given first opportunity to qualify as Regular employees as openings become available, and will then be placed at the bottom of the Regular Employees Seniority List, providing they meet all Company qualifications and requirements.
- iv. All part time employees shall be covered by all terms and conditions of this Agreement, with the exception of the Health and Welfare Plan, and shall become Union members in accordance with Article No. 2, Section 2.1 E.

Section 2.6 - All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days of employment.

Employees who are subject to the ninety (90) day probation period contained in Article 2.6 shall not file or have any access to the grievance procedure contained in Article 12 of this Collective Agreement.

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work, or discharged, during the probationary period.

Section 2.7 - On completion of ninety (90) days of probationary employment, such employee shall be entitled to all rights and privileges of this Agreement.

ARTICLE NO. 3 - GENERAL

Section 3.1 - Management Rights

- A. The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- B. The Company shall always have the right to hire and to discipline, demote and discharge, employees for proper cause.
- C. The Company will provide bulletin boards at its terminals on which to post changes in Company rules and regulations, and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.
- D. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its plants, properties or any of its parts thereof.
- E. All drivers and operators of equipment shall be dispatched according to Local Dispatching Rules.

Section 3.2

- A. The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the Grievance Procedure.
- B. The Union shall appoint or elect Shop Stewards and shall notify the Company, in writing, of such appointment or election. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful Union activities. The Company will notify the Union prior to the dismissal of a Shop Steward.
- C. The Company shall allow time off without pay to any man who is serving on a Union committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Company by the Union specifying the length of time off.
- D. Authorized agents of the Union will request, and have, access to the Company's establishments, during working hours, for the purpose of investigating conditions related to the Union contract clauses, and shall in no way interrupt the Company's working schedule.
- E. Supervisors, and other employees of the Company outside the scope of this Agreement, shall not perform the duties of employees within the bargaining unit, except in extenuating circumstances.

ARTICLE NO. 4 - SENIORITY

Section 4.1

- A. Seniority shall be by the length of continuous service an employee has been on the payroll, subject to Section 4.1(d) of this Article.
- B. After ninety (90) calendar days from the date of employment, the employee shall be placed on the Seniority List, dated according to the date of his last commencement of employment.
- C. The Seniority List shall be posted by the Company, at each terminal location, at the beginning of January of each year, with a copy to the Local Union. Such list shall indicate the date of hire of each employee. A Shop Steward and the local Company official shall be responsible for keeping the list current.
- D. Seniority, once established for any employee, shall be forfeited under the following conditions:
 - i. if he voluntarily quits,
 - ii. if he is discharged for proper cause,
 - iii. if he fails to report for duty after layoff.

Section 4.2 - Seniority shall apply within the departments. The departments shall be:

- i. over-the-road drivers on a Company-wide basis
 - ii. city drivers on a Terminal-wide basis.
- A. Seniority shall prevail in the event of layoffs, with the junior employees being laid off first, providing the senior man is capable of performing the remaining work.
 - B. When an employee is laid off for lack of work, his name shall remain on the Seniority List for six (6) months, and in the event of any job opening he shall be recalled from layoff. Such notice of re-call shall be given verbally to the employee, or by single registered letter to his last known address if unavailable by telephone.

A re-called employee shall be allowed a maximum of three (3) days to report to work from the date of verbal notice to him, or five (5) days from the posting of registered letter to his last known address. The Company shall have the right to fill any vacancy in an emergency.
 - C. All regular employees must be working on a trip (or offered work) prior to a part time employee being called in. Weekend work will be offered in seniority order with available log book hours being the deciding factor on awarding the extra work. Refusal of work may result in the employee being off until there is an available trip or equipment at the domicile location.

Section 4.3 - Leave of Absence

- A. When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence in writing (with a copy to the Union), for a period of thirty (30) days. Under such leave, the employee shall retain and accrue seniority.
- B. Such leave may be extended for additional periods of thirty (30) days when approved by both the Company and the Union (in writing), and seniority will accrue.

ARTICLE NO. 5 - SAFETY CONDITIONS

Section 5.1 - Maintenance of Equipment

- A. The Company shall not require employees to take out on the street or highways, any vehicle that is not in safe operating condition or equipped with safety appliances as required by law. Each truck shall be equipped with hard hats, and reflective vests, to ensure that all drivers shall have the proper required safety equipment necessary to load in restricted areas. It shall not be a violation of this Agreement when an employee refuses to operate such equipment, unless such refusal is unjustified. The decision as to the condition of the equipment shall rest with the senior qualified Company representative on the premises.

Such representative shall give his decision to the driver, in writing. In the event the repairs cannot be effected, the equipment will be correctly identified and be kept out of service until repaired.

- B. It shall be the duty of the employee to report, in writing, on the appropriate forms of the Company, promptly, but not later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip and/or tour.
- C. It shall be the obligation of the Company to so inform the employees as to which Supervisor to whom such reports on such equipment will be made in each terminal.
- D. It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.
- E. It shall be the duty of the Maintenance Shop Employees to perform their duties efficiently and as instructed, in such a manner that repairs, having been made, do correct the safety and/or mechanical defect.

ARTICLE NO. 6 - PAY AND WORK CONDITIONS

Section 6.1

- A. All employees covered by this Agreement shall be paid in accordance with the terms and conditions of this Agreement, except if the employee is on modified duties.
- B. Pay time for drivers shall be computed from the time that the employee is ordered to report for duty and registers in, whichever is later, until he is effectively released from duty.
- C. Hours of work and rates of remuneration are outlined in the separate Appendices hereunto annexed and forming part of this Agreement.

Section 6.2

- A. All employees covered by this Agreement shall be paid by direct deposit not less than twice a month. For accounting purposes, the Company may defer payment of not more than ten (10) calendar days of earnings.
- B. Upon discharge, the Company shall pay as soon as possible, all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the payday in the week following such quitting.

- C. The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay per, the total hours worked or paid for, the total miles driven, the total overtime hours worked - time and one-half (1 ½) the rate of wages applicable, and all deductions made from the gross amount of wages.

Copies of processed pay claims for line drivers will be supplied to the line drivers with their pay, with full explanation of any changes.

- D. Vacation pay shall be made available to each employee one (1) pay period following the anniversary of their date of hire.

Section 6.3 - When an employee meets with a personal injury while on duty, which prevents him from completing his shift, he will be paid for only the hours actually worked, except that if the injury is of a nature requiring hospitalization or immediate care by a medical physician, the employee will be compensated for the full shift on that day.

Section 6.4 - No employee shall be asked to make a verbal or written agreement with the Company covering hours of work, wages, or conditions during the term of this Agreement.

Section 6.5 - Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular work day. If a regular employee is informed before his quitting time that there is no work available for him on his next shift (book off), there shall be no part-time employees worked on the day he is so booked off.

Section 6.6 - When a regular terminal employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay.

Section 6.7 - There shall be no "split shifts", and the hourly paid regular employee's work week must be designated to him on the last day of the preceding week.

Section 6.8 - The employee shall, except by mutual agreement between Parties hereto, take at least one (1) continuous unpaid period for meals of not less than thirty (30) minutes, nor more than one (1) hour in any one (1) day.

No employee shall be compelled to take more than one (1) continuous hour during such period, nor compelled to take any part of such continuous hour before he has been on duty three and one-half (3 ½) hour, or after he has been on duty five (5) hours.

Section 6.9 - An employee shall be entitled to one (1) break, not in excess of fifteen (15) minutes, during both the first half (1/2) and second half (1/2) of any shift, and if an employee is required to work overtime, he shall be given an additional break prior to commencing overtime.

Section 6.10 - When an employee goes off work, ill or on compensation, or a grievance is invoked on his discharge, the Company shall continue to pay for a twenty-six (26) week period, both his Health and Welfare Fees and Union dues, so that at all times the employee shall be protected to the utmost. When an employee returns to work the Company shall deduct from his earnings any monies the Company has paid on the employee's behalf.

In the event the employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for the said amount.

Section 6.11 - When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate Leave of Absence, and if he attends the funeral he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, for a maximum of three (3) days. Members of the employee's family are defined as the employee's spouse, common-law spouse, mother, father, sons, daughters, step children, sisters, brothers, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchildren.

Further to the foregoing, Line Drivers shall be compensated for hours lost at the work time rate, this shall not exceed eight (8) hours per day.

Section 6.12 - The Company agrees to supply each employee with a uniform, up to the cost of two hundred and fifty dollars (\$250.00) once per year.

Section 6.13 - After five (5) years of service, any Company or Government body required physical or medical examination shall be promptly complied with by all employees, provided however the Company shall pay for all such physical or medical examinations, and for any time lost as a result thereof during working hours.

The Company shall give the employees twenty-four (24) hours notice prior to such examination.

The Company shall supply the necessary equipment required in obtaining an Operator's License, and the test shall be taken during working hours.

ARTICLE NO. 7 - STATUTORY HOLIDAYS

Section 7.1 - All regular employees who have completed thirty (30) days of employment, and have qualified as regular employees, shall be entitled to the following Statutory Holidays:

New Year's Day	Civic Day (August)
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

If the Federal or Provincial Governments declare any additional Statutory Holiday excluding Family Day, the Company agrees to pay according to Article No. 7, Section 7.2.

Section 7.2 - All Employees - All employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the Statutory Holidays as listed.

Section 7.3 - All employees shall be entitled to Statutory Holiday pay for the specified Holiday, subject to the following qualifications:

- A. Employees absent from work other than for proven sickness and/or Company authorization excluding Leave of Absence on the day before and/or the day after such Statutory Holiday shall not be paid for this Holiday.
- B. In the event a regular employee is requested to work on his Statutory Holiday, he shall receive one and one half times (1.5x) the rate of pay as stipulated in this Agreement in addition to the rate of pay as prescribed for the Statutory Holiday.
- C. In the event any of the above named Holidays fall during an employee's annual vacation, he shall receive an extra day off with pay added to his vacation for each Holiday.

ARTICLE NO. 8 - ANNUAL VACATIONS WITH PAY

Section 8.1 - All employees shall receive two (2) consecutive weeks vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in an amount equal to four percent (4%) of the gross wages of the employee during the year in which he qualified for such vacation.

Section 8.2 - All employees who have completed five (5) or more years of continuous service with the Company shall receive three (3) consecutive weeks vacation with pay.

Payment for such vacation shall be in an amount equal to six percent (6%) of the gross wages earned by the employee during the year in which he qualified for such vacation.

Section 8.3 - All employees who have completed nine (9) years continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks vacation with pay.

Payment for such vacation shall be in an amount equal to eight percent (8%) of the gross wages earned by the employee during the year in which he qualified for such vacation.

Section 8.4 - All employees who have completed fifteen (15) years continuous service with the Company shall receive in the next ensuing year of employment and each year thereafter, five (5) weeks vacation with pay.

Section 8.5 - The time of the vacation shall be fixed by the Company consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees. Vacation lists will be posted in Calgary and Medicine Hat.

All vacation pay will be paid on the first pay period after their anniversary date, at the beginning of the next month. For example - hired February 15/02, vacation paid March 10/03.

Section 8.6 - An employee laid off, or leaving the Company, before completion of a full year of service, shall be entitled to a pro-rated vacation with pay, computed on the same percentage of his gross wages during that portion of the year worked.

ARTICLE NO. 9 - COVERS ALL EMPLOYEES ENGAGED IN OVER-THE-ROAD OPERATION, SINGLE, ON FREIGHT RUNS.

Section 9.1

- A. All employees engaged in over-the-road operations, single, shall be subject to all the terms and conditions provided by this Agreement, save as herein expressly provided.
- B. Local work, and city pickup and delivery service, are not subject to the terms and conditions of this Article, but are subject to the pickup and delivery Appendix, hereunto annexed and forming part of this Agreement.
- C. Except where loading and unloading is performed in conjunction with the line drivers, regular trip drivers will not be required to load or unload freight at a place where the Company maintains a terminal. Drivers may however be permitted to load or unload freight where such loading or unloading is made outside the normal hours when the terminal is operated.
- D. **Cellular Telephones** - Employees shall be allowed, but not compelled, to carry cellular telephones., the Company shall pay a flat rate of fifty dollars (\$50.00) per month towards the cost of such cellular telephone. Employees shall follow the Company policy regarding distractive driving.

Section 9.2

- A.
- i. Employees shall be given at least two (2) hours notice when ordered to report for duty, at both the home terminal, and at the end of the run where he has been effectively released from duty by the Company.
 - ii. When an employee has been called for duty and has begun his trip, he shall be guaranteed a minimum of eight (8) hours work and/or pay for the trip, or any portion thereof.
 - iii. When an employee reports for work after being called and no work is available, he shall receive a minimum of four (4) hours pay at the work time rate.
 - iv. When an employee reports in accordance with an established reporting time, and no work is provided, he will receive a minimum of four (4) hours pay, unless he has been notified at least two (2) hours ahead of the regular reporting time that no work is available.
- B. The Company will notify all drivers, who are off duty at their home terminal, between the hours of 17:00 and 19:00, if they are expected to report for duty between the hours of 19:00 and 07:00, provided further that drivers, who are off duty at their home terminal before 12:00 hours on Saturday, who are to be called to work prior to 24:00 hours Sunday, shall be notified by 12:00 hours Saturday for time of dispatch.
- C. The official state, territorial and/or provincial mileages will be used as a guide to determine the number of miles driven. The authority to determine the number of miles driven shall be the Department of Highways of the various provinces, territories and/or states.

Section 9.3 - Work Time - Work time shall include, but not be limited to, loading, unloading, repair of equipment, chaining and unchaining, and when drivers are required on breakdown to stay with equipment.

Section 9.4 - Deadhead - Every employee covered under this Agreement, when required to travel by any other mode of transportation than Company equipment, shall be paid in the following manner:

- A. All hours travelling on public transportation from the point deadhead commenced to the destination point designated by the Company, shall be paid for at his regular straight time hourly rate, plus the subsistence allowance if applicable, and the cost of such transportation.
- B. Each employee, who is covered by this Agreement, and who is required by the Company to ride on Company equipment in a deadhead manner, will be paid the regular straight time hourly rate for all hours spent in riding such equipment.

Section 9.5 - Wait Time

- A. All time lost due to delays as a result of the drivers error when loading_overloads or certificate violations involving Federal, State, Provincial or City regulations, shall not be paid for at the regular applicable waiting time hourly rate in this Agreement.

Section 9.6 - In the event that drivers are required to lay over, during any one (1) round trip, away from their home terminal, they shall be compensated for layover time as follows, it being understood that layover time shall not be accumulative, but shall mean only one (1) layover per trip.

The layover point is to be designated on the man's original orders prior to dispatch from point of origin of trip.

- For the first fourteen (14) hours of each layover period - no pay.
- For the next eight (8) hours - rates as stipulated in the area.
- For the next fourteen (14) hours - no pay.
- For the next eight (8) hours - rates as stipulated in the area, and continuing on the same basis for each twenty-two (22) hour period of continuing layover.

Section 9.7 - Bobtail - Driving tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

Section 9.8 - Hourly Rates - Trips of less than one hundred and fifty (150) miles shall be paid on the regular hourly rates. Trips that are off the highway shall be paid regular hourly rates for the portion that is off the highway. The driver shall word his trip report accordingly.

Section 9.9 - Single-man Operation

- A. The regular hours of work for all employees in Single-man operation shall be as per the Federal Hour of Service.
- B. Drivers shall have a minimum of eight (8) hours off duty excluding call time spent after completion of their tour of duty. If a driver is called to work before the eight (8) hour rest break is completed, he shall receive the overtime rate as stipulated in this Agreement, until he has received an eight (8) hour rest period.

Section 9.10 - Hotel Accommodation - The Company shall supply, at no cost to the employees, suitable accommodation for all drivers required to rest or layover away from their home terminal.

ARTICLE NO. 10 - OTHER UNION CONTROVERSY

Section 10.1 - The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work, or slow-down program, while the controversy is being settled.

Section 10.2 - It shall not be a violation of this Agreement, or cause for discharge, for any employee in the performance of this duties to refuse to cross a legal picket line recognized by the Union.

Section 10.3 - During the life of this Agreement, there shall be no lock-out by the Company, or any strike, sit-down, work stoppage, or suspension of work either complete or partial, for any reason, by the Union.

ARTICLE NO. 11 - VALIDITY OF ARTICLES

In the event of legislation being enacted subsequent to the signing of this Agreement, invalidating the application of any Article or Appendix hereto, the relevant Section only of this Agreement shall be nullified.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

All questions, disputes, and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Section 12.1 - Step 1 - Any grievance of an employee shall first be taken up between such employee and the Company Supervisor.

Time limit to institute a grievance:

Termination or layoff	five (5) days
All others	fifteen (15) days

However, such employee will be entitled to representation by a Shop Steward or a Union representative.

Section 12.2 - Step 2 - Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union, or Shop Steward, and the Company Supervisor.

Section 12.3 - Step 3 - Failing settlement under Step 2, such grievance and any question, dispute, or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce his grievance to writing, and it will be referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Local Union, and the Company's representative authorized by the President of the Company. Such written notice must be made within the time limitations as indicated under Step 1.

Section 12.4 - Step 4 - Failing settlement under Step 3, the matter will be taken up in presentation to a Board, consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by the President of the Company.

Section 12.5 - Step 5 - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator's decisions will be final and binding, and shall be applied forthwith.

The cost of the Arbitrator will be borne equally by the Union and the Company.

Under Steps 3 and 4, the Company will act as Recording Secretary and will furnish the Union with a copy of any such minutes. All copies of minutes will be signed by both the Company and the Union.

Under Step 4, the meeting chairman will be rotated between the Company and the Union.

ARTICLE NO. 13 - TERMINATION

- A. This Agreement shall be in full force and effective, as of the twenty-fourth (24th) day of November, 2018, and continue in full force and effective through the thirty-first day of October 2020, and from year to year thereafter except as hereinafter provided.
- B. Either Party may terminate, or by mutual consent amend, this Agreement on the thirty-first day of October 2020 by notice in writing to the other Party, not less than ninety (90) days prior to such date.
- C. If notice to negotiate, following any notice to terminate, has been given by either Party prior to such termination, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said expiry date.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:
McMillan Transport Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Jamie McMillan, C.E.O.

Alan Porter,
Secretary-Treasurer & Business Agent

Richard Bergman, Business Agent

APPENDIX "A"

COVERS RATES OF PAY FOR ALL SINGLE-MAN DRIVERS ON FREIGHT RUNS, MILEAGE RATES

MILEAGE RATES - cents per mile

	<u>NOV 24, 2018 - OCT 31, 2019</u>	<u>NOV 1, 2019 - OCT 31, 2020</u>
Section 1 - Single-man operation	.37	.38
Section 2 - Hourly Rates for Work Time, Wait Time, Layover	\$20.50	\$20.75

Section 3 -

A. A flat rate of one-half (1/2) hour shall be paid for all spotting of trailers and an additional flat rate of one-half (1/2) hour shall be paid for picking up trailers at customer locations. If picking up a trailer(s) at customer locations requires tarping, a flat rate of one and one-half (1 1/2) shall be paid for tarping.

B. A flat rate of three (3) hours shall be paid for any load of 82, 000 pounds or more, on a Super B, that has to be tarped or untarped, pickup or delivery, for first drop or pickup.

A flat rate of two (2) hours shall be paid for any Van Load or Deck Load tarped and untarped, upon pickup or delivery.

A flat rate of two (2) hours shall be paid for any load that is delivered or picked up and does not require tarp work. This shall also include van loads.

A flat rate of two (2) hours shall be paid for the first drop or first pickup of any van load.

A flat rate of one (1) hour shall be paid for the second and subsequent drop(s) of any load.

Section 4 - Any miles driven in BC will be paid an additional five cents (5¢) per mile.

APPENDIX "B"

COVERS HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL SHORT-LINE, CITY PICKUP AND DELIVERY DRIVERS

Section 1 - Hours of Work

A. The maximum hours of work shall be as follows:

Eight (8) hours per day, and forty (40) hours per week, for five (5) consecutive days, with two (2) consecutive days off.

B. All hours worked in excess of the daily maximum will be deemed overtime, and paid for at one and one-half (1 ½) times the employee's regular rates of pay.

All hours worked on the employee's designated day of rest, or on a Statutory Holiday, will be deemed overtime, and paid for at one and one-half (1 ½) times his regular rate of pay.

Section 2 - City Pickup and Delivery Drivers

	<u>NOV 24, 2018 - OCT 31, 2019</u>	<u>NOV 1, 2019 - OCT 31, 2020</u>
Hourly Rate of Pay	\$23.00	\$23.50

Section 3 - Part-time Employee Guarantee - When a part-time terminal or maintenance shop employee is called, and reports for duty, he shall be guaranteed a minimum of four (4) hours work and/or pay.

APPENDIX "C"

HEALTH AND WELFARE

Section 1 - The Company shall establish and operate a Health and Welfare Plan covering members of the Union, from time to time employed by the Company, subject to the following eligibility conditions:

- A. Any member of the Union who is in the employ of the Company on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- B. Any employee who is hired by the Company after the effective date of the Health and Welfare Plan shall join the Plan on the first day of the month immediately following completion of three (3) months employment with the Company, except whereby the Company policy requires that an employee join the Plan at an earlier date.
- C. Notwithstanding the provision of Section 1, Sub-section B, any employee who is hired by the Company after the effective date of the Health and Welfare Plan shall join the Plan the day after he is so hired, provided that within the previous thirty (30) day period he was a participant in the comparable Health and Welfare Plan of any other Company which is a party to an identical Agreement as this Agreement.

Section 2 - The Plan shall provide the following benefits:

- A. Group Insurance with a Life Insurance Company licensed to operate in Canada, providing the following minimum coverage for members who join:
 - i. Life Insurance coverage in the sum of \$20,000.00 covering death from any cause.
 - ii. Accidental Death and Dismemberment coverage for loss within ninety (90) days of an accident, of life, limb or sight, according to the following schedule:

Loss of life	\$20,000.00
Loss of both hands, or both feet, or sight of both eyes	\$20,000.00
Loss of one hand and one foot.....	\$20,000.00
Loss of one hand and sight of one eye	\$20,000.00
Loss of one foot and sight of one eye	\$20,000.00
Loss of one hand or one foot or sight of one eye.....	\$10,000.00
- B. Non-occupational Weekly Indemnity coverage of four hundred and twenty-seven dollars (\$427.00) per week, commencing on the first (1st) day of necessary absence from work due to accident, and on the eighth (8th) day of necessary absence from work due to sickness, continuing for a maximum of twenty-six (26) weeks during any period of disability. Periods of disability from the same cause, shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least one (1) full week.

In the event the amount of four hundred and twenty-seven dollars (\$427.00) per week does not coincide with the Unemployment Insurance Commission reduced rates, we may amend this portion (Weekly Indemnity) of the Health and Welfare Plan.

- C.
 - i. It shall be the responsibility of the Company to provide the employee with the necessary Health and Welfare forms.
 - ii. It shall then be the responsibility of the employee to cause such forms to be filled out and completed by his doctor, in order that they can be processed in order.
 - iii. The Company shall then cause the Insurance Carrier to remit payments due the employee, not less frequently than his normal pay period.
- D. Medical, Surgical, and Obstetrical coverage in accordance with the Standard Plan of Service provided by the Alberta Medicare Health Plan, and covering members of the Union, and their eligible dependents.
- E. The Plan shall also include coverage for hospital and other benefits, payable to the Company, excluding dental coverage which is payable by the employee.

Section 3 - The cost of the Plan shall be borne by the Company.