COLLECTIVE AGREEMENT

BETWEEN:

CLARKE TRANSPORT INC.
Calgary and Edmonton
(hereinafter referred to as the "Company")

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

January 1, 2020 – December 31, 2023

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ARTICLE NO. 1 - SCOPE

Section 1.1

(a) This Agreement shall apply to all employees as enumerated.

(b) In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

Section 1.2

All employees working for the Company as outlined in Section 2.1(a), and as enumerated in the following Appendices hereunto annexed and forming part of this Agreement.

Appendix "A" covers hours of work, overtime provisions and rates of pay for all employees.

Appendix "B" covers the Health and Welfare Plan

Appendix "C" covers the Pension Plan

ARTICLE NO. 2 - UNION SECURITY

Section 2.1

(a) The Company agrees to recognize the Union as the sole collective bargaining agent for employees of the Company for whom it has bargaining right, and for whom it has been granted voluntary recognition in the work categories falling within the jurisdiction of this Agreement.

(b) The Union and the Company agree that all persons hired to perform swamping work shall be employed outside the scope of the Collective Agreement, and that no Section or sub-Section of this Collective Agreement shall be interpreted to restrict the Company's ability to hire or use swampers. Swampers are persons who are utilized to store and handle merchandise and other goods and materials at various customer locations other than the Company terminal. The goods so affected must be destined for the particular customer.

(c) 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.

(d) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the trucking and pool car industry.

(e) The Union undertakes that no terms which are more advantageous than those contained herein will be extended to or agreed with any competitor of the Company, without first notifying the Company or its bargaining agent of such terms.

Section 2.2

The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Company agrees that when it hires new employees, the Company 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.

It is agreed that as a condition of employment, each employee shall 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 the employee by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

The Company 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 Company shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) 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 Company 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.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire;
- Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).

If an employee works anytime during a month, the Company 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

(a) Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company.

(b) The Company shall not sell or lease equipment which has the effect of evading the terms of this Agreement.

Section 2.4 - Probationary Period

All newly hired employees for regular employment shall be considered as probationary employees for the first ninety (90) calendar days from date of hire.

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period. However, such employees will not be laid off or discharged for the purpose of forcing an additional probationary period.

An employee shall be classed as a regular employee of the Company when:

i. they have completed their probationary period,

ii. they have made themselves available for full-time employment or as they may be needed,

iii. they have no other outside employment which will in any manner interfere or reflect upon their employment with the Company,

iv. they have fully qualified in regards to the Company-approved physical examination or other normal Company requirements.

Section 2.5 - Part-time Employees

(a) All persons employed to supplement the regular hourly work force to provide additional help on an incidental basis to cover peak work periods shall be classified as part-time employees.

(b) Upon completion of one hundred and twenty-eight (128) hours work within any thirty (30) calendar days, an employee shall become a regular employee and shall be entitled to all rights and privileges of this Agreement. Their seniority shall be calculated from the first day of that thirty (30) calendar day period.

(c) A part-time employee shall:

i. be carried on a part-time Seniority List, and shall be called in to work according to their position on such list.

ii. be given first opportunity to qualify as regular employees as openings become available and will then be placed at the bottom of the regular employee Seniority List providing they meet all Company qualifications and requirements.

iii. Will be allowed to drive mobile equipment, provided they are licensed to do so.

iv. not be called in to work outside an established shift, if regular employees are available and willing to accept that work.

(d) The one hundred and twenty-eight (128) hours shall not be applicable to part-time hours which are worked as replacement hours for a regular employee who is absent (and replaced according to Article No. 4.8) due to Leave of Absence, Workers' Compensation, or Weekly Indemnity, however such part-time employee shall receive the new-hire full-time rate of pay for all such hours.

Once the regular employee returns to work, the part-time employee will revert back to part-time status.

Section 2.6

The necessity of the classification of a Leadman (Chargehand) shall be at the discretion of the Company, and they shall be defined as:

An employee who shall direct the work of others while performing the same work themselves shall not have the authority to directly hire, fire, suspend or discipline employees.

The employee shall be a member of the Union.

Seniority in the unit shall prevail for layoff purposes.

Where the Company designates that a Leadman (Chargehand) is required, a bid will be posted and the position will be filled with a qualified person that applies for the position.

The Company shall have full discretion in the selection of the Leadman (Chargehand), however when qualifications are equal in every respect, the most senior employee will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

Section 2.7

Supervisors and other employees of the Company, outside the scope of this Agreement, shall not perform the regular duties of employees within the bargaining unit except for training purposes.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

Section 3.1

(a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, and 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 or discharge employees for proper cause.

(c) Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, operations, properties or any of its parts thereof. However, the Company will provide thirty (30) days advance notice if possible to the directly affected employees and the Union of a terminal closure.

ARTICLE NO. 4

Section 4.1 - GENERAL

(a) The Company will provide lockable bulletin boards at its terminals on which the Union may post necessary notices to the members. Keys for the said bulletin boards shall be provided to the Local Union as well as the senior Steward. All Union notices are to be dated and signed by an official of the Union.

(b) An employee will receive a copy of any written reprimand or warning letter placed on their file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if the incidents are unrelated, or if such written reprimands or warning letters are more than twelve (12) months old.

(c) The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the grievance procedure except as otherwise provided herein.

(d) The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period, and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.

The Union shall supply the Company Labour Relations Department a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.

Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

The Company will notify the Union prior to the dismissal of any Shop Steward.

(e) Authorized agents of the Union will request and have access to the Company establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement, and shall in no way interrupt the Company's working schedule.

(f) This Agreement shall be binding upon the Parties hereto or their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall, without recourse to the vending company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

(g) Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed terminals, plug-in outlets where necessary, and car parking space, will be made available to regular employees.

(h) The Union and the Company agree to form a joint Union/Management Committee. This Committee shall be composed of an equal number from each side. Meetings of this Committee shall occur as required.

Section 4.2 - Health and Welfare Protection

When an employee goes off work ill, or on Compensation, or a grievance is invoked on the employees' discharge, the Company shall continue to pay both the employees' Health & Welfare fees and Union dues, so that the employee shall be protected to the utmost, provided:

i. The employee reimburses the Company for such contributions normally paid by said employee, and is at no time more than three (3) months in arrears; and,

ii. The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

In the event of an employee grievance being rejected, all monies paid by the Company under this Section, including the total premium, shall be paid to the Company by the employee.

When an employee returns to work, the Company shall deduct from their earnings any monies the Company has paid out in respect of their contributions, and such deductions shall be in the amount of twenty-five dollars ($25.00) per week, until the deficit is paid in full.

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

Section 4.3 - Bereavement Leave

Regular Employees shall have Bereavement Leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request:

1) Bereavement Leave for a maximum of three (3) working days immediately following the day of death, OR

2) Bereavement Leave for a maximum of three (3) working days within a fourteen (14) calendar day period following the day of death in order to attend the funeral.

Provided the employee attend the funeral and that day is one other than one (1) of the three (3) days immediately following the day of death, the employee shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule on the day of the funeral. Employees who must travel out of town beyond six hundred (600) miles round trip shall be entitled to one (1) days' pay and time for such travel. The maximum bereavement leave shall not exceed four (4) days regardless of option 1 or 2.

Employee's family members:

Spouse, adult interdependent partner or common-law partner, Children (and their partner/spouse), Current or former foster children (and their partner/spouse), Current or former wards, Parents, step-parents and/or current or former guardians (and their partner/spouse), Current or former foster parents, Siblings, half-siblings, step-siblings (and their partner/spouse), Grandchildren, step-grandchildren (and their partner/spouse), Grandparents, step-grandparents, Aunts, uncles, step-aunts, step-uncles (and their partner/spouse), Nieces, nephews (and their partner/spouse), and a person the employee isn't related to but considers to be like a close relative

Family members of employee's spouse, common-law or adult interdependent partner:

Children (and their partner/spouse), Current or former wards, Parents, step-parents, foster parents, Sibling, half-sibling, step-sibling, Grandparents, Grandchildren, Aunts, uncles, Nieces, and nephews

Note: (The "spouse" of the employee shall be defined as the spouse on record with the Company's Personnel Department.)

The Company may require an employee to provide proof of death of a member of the employee's family for which they are claiming Bereavement Leave. Such proof will include place, time and date of death.

Section 4.4 - Jury Duty

Any regular full-time employee who is required to perform Jury Duty, or is required to appear as a Crown witness, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or witness fee, at their regular straight time hourly rate of pay for their regular scheduled hours of work.

Upon notification of being required to appear for Jury Duty or witness attendance, the employee will advise the Company, and arrangements for the employee's absence to attend which are suitable to both the Company and the employee will be made at that time.

It is understood that such reimbursement shall not exceed eight (8) hours per day and shall not exceed forty (40) hours per week for hourly paid employees.

The employee will be required to furnish proof of Jury Service or witness attendance and Jury Duty pay or witness fee received. Any employee on Jury Duty, or called as a witness shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

Section 4.5 - Physical Examinations

(a) If the Company requires that job applicants have a physical examination prior to hiring, such examination shall be made by the doctor chosen by the Company and the cost of such examination shall be borne by the Company.

(b) Any Company-requested physical or medical examinations after the date of employment shall be properly complied with by all employees, providing however that the Company shall pay for such physical or medical examination and for any time lost as a result thereof during his normal working hours.

(c) Any employee who fails to pass a Company physical examination may at their option have their case reviewed in the following manner:

i. The employee may employ a qualified medical examiner of their own choosing and at their own expense for the purpose of obtaining a second physical examination report.

ii. A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.

iii. In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will at the written request of the employee agree upon and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claims, for the purpose of making a further medical examination of the employee.

(d) The decision of the medical specialist shall be final and binding on the Parties involved and the employee shall not suffer loss of wages if the decision of the medical specialist is in favour of the employee and the employee is fit to return to his former classification.

Hourly paid employees shall be compensated at the rate of eight (8) hours per day, with a maximum of forty (40) hours per week.

(e) The expense of employing a disinterested medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.

(f) Any doctor's note for any illness, requested by the Company, shall be paid for by the Company.

(g) Any employee filing a WCB claim must make themselves available for modified work in whatever that modified work shall entail.

(h) Depending on the severity and circumstances of an accident, the Company reserves the right to send the employee for post-accident drug and alcohol testing.

Section 4.6 - Seniority

The principal of seniority shall be maintained in the reduction and restoration of the working force, providing the senior employee is capable of performing the remaining job.

Should the Company purchase and /or amalgamate their operations with another pool and/or trucking company whose employees are not covered by a collective agreement with any Local of the International Brotherhood of Teamsters , then those employees shall be placed on the Seniority List, behind all Teamster members (employees of the Company) (end tail).

Section 4.7

(a) The Company shall, twice each calender year (March 1 and September 1), open up all shifts for bid. Such bid shall be by seniority order, and shall be for the duration of the bid period. Such bids may be re-bid between the above dates if the Company suffers a change of operations or due to a rail-car schedule change.

(b) Where there is a temporary absence of an employee, for reasons other than vacation, on a regular shift, and the Company is advised in writing by the employee or their doctor that the absence will be in excess of fifteen (15) consecutive working days, or whereby fifteen (15) consecutive working days of absence have occurred, the Company will then post this shift for bid as a temporary absence. There shall be only one (1) movement allowed to fill such temporary vacancy.

When the absent employee returns to work, the employees who changed position due to the bidding process created by the temporary absence, will return to the position held prior to the bidding process.

(c) Vacancies will be posted for seven (7) days for bids. Seniority shall prevail for shift preferential, new jobs or vacancies provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shifts by a layoff or shift discontinuance, the senior employees may exercise their seniority over junior employees and be placed on a shift of their choice. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

In the event the layoff or shift discontinuance is for a period of less than thirty (30) calendar days, the employees affected must resume their normal shifts as work becomes available. However, if the layoff or shift discontinuance is for a period in excess of thirty (30) calendar days, the shift openings shall be considered new jobs as they become available, and subject to posting and bidding as provided herein.

(d) In all bids referred to in this Section, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding, and when the employee returns they will be given an opportunity to bid. If senior bidders are not assigned, the reasons thereto will be given to senior employees.

(e) There will be up to three (3) shift options during the work week as follows:

1. Sunday to Thursday inclusive – Friday and Saturday become the sixth (6th) and seventh (7th) shift.

2. Monday to Friday inclusive – Saturday and Sunday become the sixth (6th) and seventh (7th) shift.

3. Tuesday to Saturday inclusive – Sunday and Monday become the sixth (6th) and seventh (7th) shift.

Section 4.8

Seniority shall be branch wide for all employees.

ARTICLE NO. 5

Section 5.1

Within each terminal the Company will post and maintain Seniority Listings. Such up-to-date listings will be posted each month, or as a change occurs. Copies of current lists will be provided to the Local Union and the Company Labour Relations Department.

Any employee wishing to protest their seniority date must do so by formally reducing their protest to writing and submitting same to their supervisor and the Union within thirty (30) days of the posting of the Seniority List on which their name first appears.

(a) When work available will not support a full-time crew on regular shifts, the junior regular employees not laid off may be placed on a "Call as Required" basis and not subject to the regular shift provision as outlined in Section 8.8 of this Agreement. The number of employees that may be subject to this "Call as Required" provision shall not exceed fifteen percent (15%) of the employees in the terminal.

(b) Any employee who has been on lack of work layoff for twelve (12) months or more shall be removed from the Seniority Lists and will be terminated from the Company's employ. The Company shall be under no further obligation to such employee, except in the case where the layoff is a direct result of a labour dispute involving another company, or when the employee has accrued five (5) years or more seniority in which case seniority will be carried for an additional twelve (12) months and termination of employment will be effective at the expiration of eighteen (18) months for those employees.

(c) Employees recalled to work following a layoff shall be informed by Single Registered Mail and will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed in writing of any changes of address or telephone number.

(d) Regular employees not on "Call as Required" shall, if they receive less than five (5) shifts in a week due to lack of work, be offered work on additional established shifts, if available, on their sixth (6th) or seventh (7th) day of straight time.

Section 5.2 - Termination of Employment

Seniority, once established, for an employee shall be forfeited and their employment terminated under the following conditions;

i. if the employee voluntarily quits
ii. if the employee is discharged for proper cause
iii. if the employee fails to report for duty after a layoff in accordance with Section 5.1 (b).

Section 5.3 - Overtime and Part-Time Work

(a) Shift overtime shall be allocated wherever possible on the basis of seniority in a voluntary manner provided the employee is capable of doing the job.

However, upon reaching the bottom of the list with respect to seniority, the junior employees shall be required to work the overtime.

No employee shall be required to work overtime in excess of four (4) hours per week.

(b) Part-Time employees will not be used for the purpose of depriving regular employees of their regular hours of work on their regular shifts.

(c) If a regular employee is informed before their quitting time that there is no work available for them on their next shift, there shall be no part-time employee worked on their shift on that day the employee is laid off. This principal may be advanced on a daily basis.

(d) Every effort shall be made to give an employee as much notice as possible but not less than two (2) hours notice when overtime is required.

Section 5.4 – Banked Overtime

1. All full-time hourly employees will be allowed to bank their overtime for the purpose of taking additional time off during the following calendar year. The following conditions will apply:

a) Where an employee wishes to bank their overtime, they must advise the Company in writing by January 31st of each year.

- An employee will be allowed to accumulate hours to a maximum bank equivalent to eighty (80) hours straight time pay in each calendar year.

- Banked overtime shall be credited in terms of hours, and when taken as time off, shall be paid at the same hourly rate as accumulated.

Example of banked overtime accumulation -

Overtime Worked	Hours Accumulated
1 hour at time and one-half	1 ½ hours banked
1 hour at double time	2 hours banked

- for terminated or laid off employees, all accumulated hours in the employee's bank shall be paid out in total on their final pay.

2. Employees will be allowed to book their accumulated banked time under the following conditions:

a) all banked overtime earned as at December 31 each year must be taken between January 1st and December 31st of the following year. Any accumulated banked overtime from the prior year not taken by December 31st of the following year will be paid out to the employee.

b) employees who have accumulated forty (40) hours banked overtime shall be entitled to utilize the time in no less than single day increments. Employees who have accumulated eighty (80) hours of banked overtime shall be required to utilize a minimum of forty (40) hours in a block of one (1) week and their remaining forty (40) hours banked may be utilized in no less than single day increments.

c) all requests for banked overtime days must be submitted in writing with twenty-one (21) days prior notice.

(d) Time off requests will be approved provided the vacation percentage contained in Article 9.2 is not exceeded and operational requirements can be met.

ARTICLE NO. 6 - LEAVE OF ABSENCE

Section 6.1

(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) calendar days. Under such Leave, the employee shall retain and accrue seniority only.

(b) Such Leave may be extended for an additional period of thirty (30) calendar days when approved by both the Company and the Union (in writing) and seniority will accrue during such extension.

(c) Any employee hereunder on Leave of Absence, weekly indemnity, or Workers Compensation, engaged in gainful employment, without prior written permission from both the Company and the Union, shall forfeit their seniority and their name will be stricken from the Seniority List, and they will no longer be considered an employee of the Company.

(d) An employee requesting a Leave of Absence for compassionate reasons will be given special consideration, and may be required to substantiate the reason for such Leave before returning to work. Any violation of this provision will be subject to disciplinary action.

(e) The Company shall allow time off without pay to any employee who is serving on a Union Committee, or as a delegate, providing all requests for time off are reasonable, and 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.

Section 6.2

(a) When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence, in writing with a copy to the Union, to take a position within the Company which is beyond the sphere of the bargaining unit, they may retain their seniority for a maximum of ninety (90) calendar days within the former unit.

Employees who have been granted such Leave of Absence must remain a member of the Union and be covered by the Health and Welfare Plan provided in this Agreement for the duration of such Leave.

When an employee receives such Leave of Absence, a notice will be posted on the Terminal Bulletin Board advising the effective dates of such Leave.

(b) At the end of this period of ninety (90) calendar days, the employee must exercise their seniority rights by returning to their former unit, or relinquish all such seniority rights. Should the employee return, or be returned to the bargaining unit for any reason, they must remain within the unit for a minimum period of one (1) calendar year prior to exercising that privilege again.

ARTICLE NO. 7 - SAFETY CONDITIONS

Section 7.1 - Maintenance of Equipment

(a) The Company and employees have a duty and obligation to meet or exceed all safety standards and regulations. This will be achieved through the co-operation of employees at all times.

No employee shall be discriminated against for reporting any observed safety hazard or for exercising their right to refuse unsafe work procedures or the operation of unsafe equipment. It shall be the responsibility of each employee to report any observed or potential safety hazards promptly to their Supervisor in the manner prescribed by the Company.

It is to the advantage of the Company and employees, and it shall be a requirement to participate in orientations, training and ongoing initiatives, and to fully co-operate with supervisory checks and third party audits that are carried out to determine compliance to safety standards. It is mutually agreed the Company and employees will focus on education and the elimination of potential hazards associated with all activities and that safety and the environment will remain a priority above all else.

Employees are required to keep their work area and equipment clean and orderly at all ties, including ensuring items are properly stowed and secured.

(b) It shall be the duty of the employee to report in writing on the appropriate forms to the Company promptly but no later than the end of their shift, all safety and/or mechanical defects on the equipment which they have operated during that shift.
A copy of the aforesaid report will be made available to the employee on request.

(c) It shall be the obligation of the Company to so inform the employee as to which Supervisor to whom such reports on such equipment will be made in the branch, division or area of operation.

(d) It shall be the obligation of the Company to direct and repair as necessary to conform with the safe and efficient operation of that equipment.

In the even the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.

(e) All terminal docks shall be equipped with safe, properly anchored loading plates.

(f) Safety meetings will be held on a monthly basis, on Company time, and minutes of these meetings will be posted. Safety Committee members and/or alternates who are to attend these meetings, and shall be elected once per calendar year from within the bargaining unit, shall be paid at the straight time hourly rate of pay.

Section 7.2

(a) Wherever possible, the Company agrees to maintain at its terminal, clean, sanitary washrooms having hot and cold running water, with toilet facilities available to terminal employees.

(b) The Company shall provide clean and adequate lunch rooms, properly ventilated for its employees, at its terminals where such lunch rooms would be used by employees. It shall be the responsibility of the employees using these facilities to leave them in a neat and orderly condition.

(c) All new terminals constructed after the effective date of this Agreement will have all inside work areas heated.

Section 7.3

The Company shall provide first aid provisions in accordance with the Workers' Compensation Act.

ARTICLE NO. 8 - PAY AND WORK CONDITIONS

Section 8.1

(a) All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.

(b) Pay time shall be computed from the time designated when the employee is ordered to report for duty or registers in, whichever is the later, until the employee is effectively released from duty.

(c) The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.

(d) Hours of work and rates of remuneration are outlined in the separate Appendices hereunto annexed and forming part of this Agreement.

Section 8.2

(a) All regular employees covered by this Agreement shall be paid not less frequently than on every Thursday, at the end of the shift which starts on that day, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment.

(b) The Company shall provide each employee covered by this Agreement a log in for online itemized statement in respect of all wage payment made to such employees. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, the total year to date accrued vacation pay, the total wages applicable and all deductions made from the gross amount of wages.

Copies of hourly paid employees' time cards will be retained at the employees' place of employment and will be made available for scrutiny in the event of a disagreement in regards to their pay. Explanation of any alterations made to said time cards will be attached to the altered time card.

Employees will have the option of choosing printed statements or having access to their online log in at the workplace. For printed statements they will be provided in sealed envelopes.

(c) Prior to an employee leaving on annual vacation, they shall receive vacation pay on a separate cheque in accordance with Section 9.2 of this Agreement for that period of time that they will be on vacation, provided that the employee takes their vacation at the time stipulated as per Section 9.3.

However, if their vacation time is not posted or if the employee changes their vacation to a time other than that which is posted, it will be required that the employee provide at least two (2) weeks' notice prior to leaving on vacation if the employee is to receive vacation pay in advance. Failing this, they will receive their vacation pay on the first regular pay day following their return to work.

(d) The Company shall provide each employee with a computation of vacation pay accrued not less than once annually.

Section 8.3

If an error occurs in the payroll computation of an employee's pay cheque, and the amount is equal to one (1) day's pay or more, the employee shall be entitled on request to receive same as soon as practicable but not later than the week following the pay day on which the error was reported. If an employee improperly completes their time card or pay claim, or does not turn them in immediately, any pay so affected will be included with the next regular pay period.

Section 8.4

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

Section 8.5

Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular day.

Section 8.6

Full time employees who have less than forty (40) hours of work will be offered extra hours in order of seniority, prior to offering overtime.

Section 8.7

(a) When a Regular terminal employee is called and reports for duty on their regular scheduled work day, they shall be guaranteed a minimum of eight (8) hours work and/or pay from their regular scheduled starting time.

(b) Employees, in accordance with the provision of Section 5.1 (a), sent out to do swamping are guaranteed four (4), six (6), or eight (8) hours on the basis of more than four (4) equals six (6) and more than six (6) equals eight(8). It is the responsibility of the employee to notify their office once swamping is completed.

Section 8.8

When an employee from a higher rated classification is required to work temporarily or until re-classified at a lower rate classification, they shall continue to be paid at the rate paid for the higher rated classification. When an employee from a lower rated classification is required to work for two (2) hours or more per day in a higher rated classification, they shall be paid for the entire day at the higher rated classification.

Section 8.9

(a) There shall be no "split shifts" and the hourly paid regular employee's work week must be designated to them on the last day of the preceding work week. An employee shall have the same starting time for each day of the week, however, the employee's shift may be changed during the week only in accordance with the provisions of Section 5.1 (a) and Section 8.8 (b).

(b) In the event of rail delay, the Company will advise the employee by two (2) hours before their starting time of the following shift.

(c) In the event of failure to post or give such notice, it shall be presumed that the time of their shift for the following week shall be the same as the current week.

(d) If an employee's shift is suspended due to rail delay, the employee has the option of foregoing their guarantee pay as outlined in Section 8.7 (a), and coming to work to complete the remainder of their shift versus being cancelled for the day.

Section 8.10 - Meal Periods

(a) Hourly rated employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes. No employee shall be required to take more than a thirty (30) minute meal period.

(b) No employee shall be compelled to take their lunch period before they have been on duty three and one-half (3 ½) hours, or after they have been on duty five (5) hours.

Section 8.11 - Breaks

An hourly rated employee shall be entitled to one (1) paid break, not in excess of fifteen (15) minutes, during both the first half and second half of any shift.

When an hourly rated employee is required to work overtime of more than thirty (30) minutes, but less than two (2) hours, that employee shall enjoy the option of, but shall be entitled to, a paid break not in excess of fifteen (15) minutes after completion of the straight-time shift worked, provided the break is taken and that work is performed in the Company's terminal, maintenance shop, yard areas or as otherwise specifically directed by the Company.

When an hourly rated employee is required to work overtime which is to exceed two (2) hours, that employee shall enjoy the option of, but shall be entitled to a paid meal break not in excess of thirty (30) minutes after completion of the straight-time shift worked, provided the break is taken, and that work is performed in the Company's terminal, maintenance shop, yard areas or as otherwise specifically directed by the Company.

Section 8.12

When an employee meets with a personal injury while on duty which prevents them from completing their shift, and the injury requires medical care, the employee will be compensated for the full shift on that day.

Section 8.13 - Teamsters' Union Label

It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place in the cab of the vehicle or equipment they are operating, the said label to be of a size not in excess of three inches by four inches (3"x4"). Said label is not to be attached to any glass area.

Section 8.14 - Protective Clothing

(a) The Company agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniforms shall be furnished and maintained free of charge by the Company.

However the employee must furnish at their own expense, suitable clothing, shoes, gloves and winter weather protective clothing in order to perform their job efficiently and safely.

(b) Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun glass, lamp black, barbed wire, acids, dirty oil drums, or ore concentrates in bulk, shall be provided with gloves, rubber or leather aprons, either coveralls or smocks as deemed appropriate and safe, for handling of the specific commodity. The Company shall also make hearing protection available to all employees.

(c) Any employee who is exposed to a hazard by reasons of handling toxic or noxious chemicals shall be provided with adequate protective clothing and safety equipment as required by Workers' Compensation Board Regulations, and shall wear such as necessary while handling these commodities.

(d) Once each calendar year, regular employees shall receive a safety clothing allowance of one hundred and seventy five dollars ($175.00). Such allowance is to be used for the purchase of CSA-approved safety boots, and any excess may be used to purchase gloves, coveralls, or any other personal work gear that may be required, provided sales receipts are supplied to the Company.

The employee will be allowed to carry over the one hundred and seventy five dollar ($175.00) credit for a maximum of two (2) years.

The wearing of safety footwear is mandatory for all dock personnel.

(e) The Company will supply coveralls and/or insulated coveralls for employees required to work outside of the building, within the yard.

ARTICLE NO. 9 - VACATIONS

Section 9.1

(a) Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1st to December 31st of the following year.

i. Employees in the employ of the Company prior to May 1996 will have as their anniversary date for vacation purposes, January 1 in the year in which employment commenced.

ii. Employees commencing employment with the Company between the dates of May 1 and October 31 in 1996 and between the dates of May 1 and October 31 each year thereafter, will have January 1st in the year in which employment commenced as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.

iii. Employees commencing employment with the Company between the dates of November 1, 1995 and April 30, 1996 and between the dates of November 1 and April 30 each year thereafter will have January 1st following commencement of employment as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.

iv. In the first year of employment, employees will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the period between January 1st and December 31st in the calendar year following the commencement of employment. Vacation pay will be four percent (4%) of the wages paid that employee in the portion of the year worked.

(b) Employees who have completed one (1) calendar year of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, two (2) weeks' vacation with pay in an amount equal to four percent (4%) of the gross wages paid that employee during the calendar year in which the employee qualifies for such vacation.

(c) Employees who have completed three (3) calendar years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks' vacation with pay in an amount equal to six percent (6%) of the gross wages paid that employee during the calendar year in which the employee qualifies for such vacation.

(d) Employees who have completed nine (9) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, four (4) weeks' vacation with pay in an amount equal to eight percent (8%) of the gross wages paid that employee during the calendar year in which the employee qualifies for such vacation.

(e) Employees who have completed fifteen (15) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks' vacation with pay in an amount equal to ten percent (10%) of the gross wages paid that employee during the calendar year in which the employee qualifies for such vacation.

(f) Effective January 1, 2015 Employees who have completed twenty-five (25) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, six (6) weeks' vacation with pay in an amount equal to twelve percent (12%) of the gross wages paid that employee during the calendar year in which the employee qualifies for such vacation.

Section 9.2

(a) The time of 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 in accordance with Section 9.2 (b) below.

(b) Vacation Lists shall be posted on January 2nd of each year, and employees shall designate their choice of vacation time before April 28th. If an employee fails to designate their choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by May 1st and it shall remain posted for the balance of the year. The company will notify all employees of conflicting holidays prior to posting the final schedule.

(c) The Company will use the following formula for determination of the number of employees allowed on vacation at any one time, at each Company terminal location.

Twenty percent (20%) to the nearest employee, up or down, with a minimum of one (1) employee in each classification.

(d) The number of employees for application of the allocation of the vacation formula will be the number of active employees as of March 1st of each year.

(e) Employees shall be allowed to book one week of their vacation in increments of one (1) day. Such vacation may only be booked after all other employees who desire full vacation weeks. This vacation may only be taken when mutually agreed between the Company and the employee.

(f) Vacation weeks applied for after May 1st will be awarded on a first come first serve basis in conjunction with the formula above.

Section 9.3

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 wages paid that employee during the portion of the year worked.

Section 9.4

An employee who accepts gainful employment while on vacation, without the express permission of the Company, may be terminated.

ARTICLE NO. 10 - GENERAL HOLIDAYS

Section 10.1

All employees who have completed their probationary period of thirty (30) calendar days and have qualified as regular employees, shall be entitled to ten (10) General Holidays. The said General Holidays are:

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

In order to receive payment for the above-noted General Holidays, an employee must be present at work for their scheduled shift on the day prior to the General Holiday.

In addition to the foregoing, employees shall be entitled to one (1) Provincial-wide or Territorial Holiday declared by Civic Governments and recognized at the date thereof.

In no event shall any employee be entitled to more than eleven (11) paid General Holidays annually.

In the event the Alberta Government rescinds Alberta Family Day as a Statutory Holiday, the above section will be amended to reduce the number of paid General Holidays by one (1), and reference to Alberta Family Day will be deleted.

Section 10.2

Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate, and shift premium (differential) and Lead Hand rate, for the General Holidays as listed.

Part-time employees will receive four (4) hours pay at their regular hourly work time classification rate or what the Alberta Labour Code provides, whichever is greater.

For part-time employees, the actual day of the General Holiday shall be recognized for the payment of overtime on such Stat day.

Section 10.3

Regular employees shall be entitled to General Holiday pay for the specified holiday subject to the following qualifications;

(a) An employee shall not be entitled to receive pay for any General or Civic Holiday where such holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever. The employee will be entitled to such Holiday pay if absence is due to sickness or Compensation up to a maximum of twenty-six (26) weeks in any calendar year.

(b) Employees who have been laid off work, and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday, UNLESS they terminate employment within thirty (30) days of their return to duty.

Section 10.4

In the event an employee is requested to work on their General Holiday, they shall receive the rate of pay as stipulated in this Agreement, in addition to the rate as prescribed for the General Holiday.

Section 10.5

(a) When a General Holiday falls on a regular employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday, on either the last working day preceding or the first working day following such General Holiday.

The Company will designate the day to be granted as the day in lieu and such day will be without pay.

(b) In the event a General Holiday falls during an employee's vacation, the employee will be allowed upon request, and consistent with the efficient operation of the business, a day off without pay in lieu of such Holiday, either immediately preceding or immediately following the employees' vacation period.

(c) General Holidays may be moved to any day other than the recognized General Holiday, provided the majority of employees and the Company agree to such change.

ARTICLE NO. 11. - OTHER UNION CONTROVERSY

Section 11.1

(a) 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 programme while the controversy is being settled.

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

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.

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

(d) If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a Company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet, with the objective of arriving at a mutually satisfactory solution.

ARTICLE NO. 12 - VALIDITY OF ARTICLES

Section 12.1

(a) If any Articles of this Agreement or any supplement hereto should be held invalid by operation of Law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions in effect prior to certification by the Union and/or the time of the Company and the Union signing the first Collective Agreement covering that Company and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of signing of that Agreement.

ARTICLE NO. 13 - GRIEVANCE PROCEDURE

Section 13.1

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:

Step 1 - Any grievance of an employee shall first be taken up between such employee and the Company Supervisor. Any grieving employee will be entitled to have such grievance processed during the employee's regular working hours. The employee will be entitled to be accompanied by a Shop Steward or Union Representative.

Time Limit to institute a Grievance:

Termination or layoff - ten (10) days
All others - twenty (20) days

Step 2 - Failing settlement under Step I, 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 their grievance to writing and it will be referred to and taken up between the Bargaining Representative of the Union and the Company's representative authorized by an officer of the Company.

Step 3 - Failing settlement under Step 2, the grievance shall be taken up between two (2) Union Representatives selected by the Union, and up to two (2) Company Representatives.

Except by written mutual agreement between the Union and the Company providing for an extension of time, Step 3 must be completed within ten (10) calendar days from the completion of Step 2.

Grievance Panel - Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.

The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.

Step 4 - Failing settlement under the above Steps, the matter may be referred to an agreed upon neutral person to act as an Arbitrator, who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour may be requested to appoint a neutral Arbitrator.

The Arbitrator's decision shall be final and binding on the two (2) Parties to the dispute.

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

ARTICLE NO. 14 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the Teamsters Union.

ARTICLE NO. 15 - TERMINATION

Section 15.1

This Agreement shall be in full force and effect from the 1st day of January 2020 until the 31st day of December 2023, and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either Party may, not less than ninety (90) days immediately preceding the 31st day of December 2023, or immediately preceding any succeeding 31st day of December thereafter, by written notice to the other Party:

(a) require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

(b) terminate the Agreement on the next succeeding anniversary date thereof, and require the other Party to commence collective bargaining with the view aforesaid.

(c) terminate the Agreement on the next succeeding anniversary date thereof.

Should either Party give written notice to the other Party pursuant to Section 15.1(a), hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, or the Company shall give notice of Lock-out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED THIS 19 DAY OF May, 2020

FOR THE COMPANY:
Clarke Transport Inc.

Kim Glenn
Director of Human Resources

Gerry Katrick, Terminal Manager

Russell Riavitz, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362

Chance Hryciun, Business Agent

Richard Brown, Business Agent

APPENDIX "A"

COVERS HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL EMPLOYEES.

Section 1 - HOURS OF WORK

(a) Based on a forty (40) hour work week.

The maximum hours of work for all employees shall be at each terminal covered by this Agreement as described below.

Eight (8) hours per day and forty (40) hours per week, excluding meal periods as specified in Section 8.10.

All employees shall have two (2) days off.

(b) Overtime on a call-out or call-back basis will be allocated by seniority provided the senior employee is available and qualified to perform the work.

Regular terminal employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of four (4) hours work, but after completion of the duty the employee is called for, they may book off with a minimum of two (2) hours pay at overtime rates.

(c) Overtime rates for shift work:

All time worked before or after the regularly established shift for that employee and which is in excess of eight (8) hours per day, shall be considered overtime and paid at the established overtime rate of time and one-half (1 ½) for the first two (2) hours and double (2) the straight time rate thereafter.

(d) Overtime rate for work on designated day of rest or General Holiday:

All hours worked on a call-out or call-back basis on an employee's designated day of rest, or on a General Holiday, will be deemed overtime and the employee performing such work on such day shall be paid at double (2) their regular rate of pay.

(e) When an employee is called out to work and their call-out time runs into their regular shift time, such employee shall be allowed reasonable time off with pay to eat, upon completing the work the employee was called to perform, or at the regular starting time of their regular shift, whichever is later. Such time is not to exceed one-half (1/2) hour.

Section 2 - RATES OF PAY

(a)

Classification	Jan 1/19	Jan 1/20	Jan 1/21	Jan 1/22	Jan 1/23
F/T Dock Personnel	$23.55/hr	$24.05/hr	$24.55/hr	$25.05/hr	$25.65/hr
P/T Dock Personnel	$19.80/hr	$20.30/hr	$20.80/hr	$21.30/hr	$21.90/hr

(b) Night time differential for employees

For all shifts commencing between the hours of 1359 and 0459, a night time differential over and above the job classification will be paid to those employees who work such shifts at:

One dollar ($1.00) per hour.

Such premium pay for shifts and/or night time differential, is not applicable to part-time hourly employees.

(c) Rate of Pay for Leadhand shall be one dollar and twenty five cents ($1.25) per hour over and above the classification of employees for which they are Leadhand.

(d) Regular full-time employees hired after April 1, 2010 will be paid:

1st Year	Each employee will be paid three dollars ($3.00) per hour less than the appropriate regular hourly rate as stipulated in this Agreement.
2nd Year	Each employee will be paid two dollars ($2.00) per hour less than the appropriate regular hourly rate as stipulated in this Agreement.
3rd Year	Each employee will be paid one dollar ($1.00) per hour less than the appropriate regular hourly rate as stipulated in this Agreement.
4th Year	The employee will receive the regular hourly rate per hour as stipulated in this Agreement

Section 3 - Preferential Hiring

When additional employees are required, within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend preferential hiring consideration to Teamster Union members who meet the Company qualifications and requirements, and who apply for employment.

Section 4 - Part-Time Employees Guarantee

(a) When a part-time employee is called and reports for duty, they shall be guaranteed a minimum of four (4) hours of work and/or pay.

(b) Part-time employees shall be entitled to two (2) days off in each week. Overtime provisions to be applicable on any hours worked on the days in excess of five (5) in a week, for hours in excess of eight (8) hours in a day, and for work on a General Holiday.

(c) Work performed on Saturdays and Sundays shall be on a ration not to exceed three (3) part-time employees to one (1) regular employee.

Section 5 - Vacation Relief Employees

All part-time employees who are employed during the vacation season (June 1 - Oct 31) of each year, shall be considered as "vacation relief employees".

During the vacation season, Article 2.5(b) shall not apply to the calculation of hours which result from the absence of regular employees on approved vacation breaks which have been awarded as per Article No. 9, Section 9.2.

All hours which are in excess of actual vacation replacement hours shall be credited to the senior part-time employees for this calculation of hours as envisioned under Article No. 2, Section 2.5(b).

APPENDIX "B"

HEALTH & WELFARE PLAN

Section 1

The Employer shall provide the Prairie Teamsters Health and Welfare Plan to all employees or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.

(a) Any member of the Union who is in the employ of the Company on a regular full-time basis on the effective date of the Health and Welfare Plan, shall join the Plan immediately.

(b) Any regular employee or member of the Union 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 ninety (90) calendar days from the date of employment with the Company.

(c) It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf. Failure by the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) of each month, to the Trustees will cause the Company to be liable for any claims arising thereof.

(d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.

(e) The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.

(f) Medical, Surgical and Obstetrical coverage in accordance with the Standard Plan of Service provided by Medicare in the province in which the employee is domiciled.

(g) The cost of the Health and Welfare Plan and Provincial Medical Plan shall be borne one hundred percent (100%) by the Company.

(h) Part-time employees shall not be covered under the provisions of the Health and Welfare Plan if covered elsewhere, until such time as they are transferred to the regular employees' Seniority List.

(i) Part-time employees shall not be eligible for the following provisions of the Health and Welfare Plan in any event:

1. Weekly Indemnity
2. Sick Leave
3. Dental Plan
4. Long Term Disability

APPENDIX "C"

PENSION PLAN

(a) All newly hired full-time employees will not be eligible for Pension contributions until the first day of the month following completion of twelve (12) months employment.

The Company will contribute three dollars and twenty-five cents ($3.25) per hour for each hour for which wages are payable for all full-time employees to the Prairie Teamsters Pension Plan. The Company will continue to contribute to the Calgary RRSP plan for members who are currently enrolled.

(b) The contributions and remittances referred to in (a) above shall be remitted monthly by the fifteenth (15th) day of the month following the month to which they refer, together with a form supplied to the Company by the Union which shall provide full instructions.

(c) Timely payment of contributions to the Trust provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

i. The Union will advise the Company of the delinquency. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and holidays, the Union may then request a meeting with the Company to provide for payment of the funds.

ii. In the case of failure of the Company to contribute into the Fund on the due date, the Trustees, in their joint names, may take legal action against the Company for the recovery of the amount due.

LETTER OF UNDERSTANDING #1

BETWEEN: **CLARKE TRANSPORT INC**
Calgary & Edmonton
(hereinafter referred to as the "Company")

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**
(hereinafter referred to as the "Union")

RE: **FOUR-TEN WORK WEEK**

The Company and the Union agree that if a four/ten work week becomes necessary, the Parties will meet to work out suitable language

SIGNED THIS 19 DAY OF May, 2020

FOR THE COMPANY:
Clarke Transport Inc.

Kim Glenn
Director of Human Resources

Gerry Katrick, Terminal Manager

Russell Riavitz, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362

Chance Hrycun, Business Agent

Richard Brown, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: **CLARKE TRANSPORT INC**
Calgary & Edmonton
(hereinafter referred to as the "Company")

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**
(hereinafter referred to as the "Union")

The Company agrees to pay Union dues for the Calgary & Edmonton owner operators.

The rate paid for dues shall be forty-five dollars ($45.00) for all Owner Operators per month. The maximum Owner Operator/truck count will be twenty (20). Any Owner Operators/trucks hired above the current count of thirty two (32) will increase the cap accordingly at a one (1) for one (1) ratio.

If there is a rate increase in Union dues for Company employees then the same rate increase shall apply to the Owner Operators rate.

SIGNED THIS 19 DAY OF May, 2020

FOR THE COMPANY:
Clarke Transport Inc.

Kim Glenn
Director of Human Resources

Gerry Katrick, Terminal Manager

Russell Riavitz, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362

Chance Hryciun, Business Agent

Richard Brown, Business Agent

LETTER OF UNDERSTANDING #3

BETWEEN: **CLARKE TRANSPORT INC**
Calgary & Edmonton
(hereinafter referred to as the "Company")

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**
(hereinafter referred to as the "Union")

RE: **LABOUR MANAGEMENT MEETINGS**

In the 2019 round of bargaining several maintenance and health and safety issues where discussed. The Company and the Union agree to meet on an as needed basis to hold Labour Management Meetings to deal with these issues.

SIGNED THIS 19 DAY OF May, 2020

FOR THE COMPANY:
Clarke Transport Inc.

Kim Glenn
Director of Human Resources

Gerry Katrick, Terminal Manager

Russell Riavitz, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362

Chance Hrycun, Business Agent

Richard Brown, Business Agent

LETTER OF UNDERSTANDING #4

BETWEEN: **CLARKE TRANSPORT INC**
Calgary & Edmonton
(hereinafter referred to as the "Company")

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**
(hereinafter referred to as the "Union")

RE: **EDMONTON WEEKEND SHIFT**

The current Friday to Tuesday shift that is in effect in Edmonton will remain in effect until such time it is dissolved by the Company.

SIGNED THIS 19 DAY OF May, 2020

FOR THE COMPANY:
Clarke Transport Inc.

Kim Glenn
Director of Human Resources

Gerry Katrick, Terminal Manager

Russell Riavitz, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362

Chance Hrycun, Business Agent

Richard Brown, Business Agent

LETTER OF UNDERSTANDING #5

BETWEEN: **CLARKE TRANSPORT INC**
Calgary & Edmonton
(hereinafter referred to as the "Company")

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**
(hereinafter referred to as the "Union")

RE: **AGENCY WORKERS - EDMONTON**

During the months of June, July, August, September and December the Company may employ additional workers to supplement the workforce on established shifts. The use of these Agency Workers shall not reduce the overtime opportunities and shall not be permitted when any employee is laid off. Such additional workers shall be used to provide vacation coverage, coverage for swamping for short term peak requirements.

The workers identified above shall not be considered employees of the Company and are not entitled to any benefit or requirements contained within the Collective Agreement.

SIGNED THIS 19 DAY OF May, 2020

FOR THE COMPANY:
Clarke Transport Inc.

Kim Glenn
Director of Human Resources

Gerry Katrick, Terminal Manager

Russell Riavitz, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362

Chance Hrycun, Business Agent

Richard Brown, Business Agent