

COLLECTIVE AGREEMENT

BETWEEN:

CONSOLIDATED FASTFRATE INC.
Calgary, AB
(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.

August 1, 2018 – July 31, 2021

TABLE OF CONTENTS

SCOPE	1
UNION SECURITY.....	1
Probationary Period.....	3
Part-time Employees	3
Lead man (Lead hand).....	4
MANAGEMENT RIGHTS	4
GENERAL	5
Bulletin Boards	5
Reprimand or Warning Letter	5
Shop Stewards.....	5
Access.....	5
Parking Space.....	5
Health and Welfare Protection	5
Bereavement Leave	6
Jury Duty	7
Driver Training.....	7
Physical Examinations	7
Revocation of Licence.....	8
SENIORITY	8
Termination of Seniority	9
Overtime and Part-Time Work	10
Severance Pay	10
LEAVE OF ABSENCE.....	10
SICK DAYS	11
SAFETY CONDITIONS.....	11
Maintenance of Equipment	11
PAY AND WORK CONDITIONS.....	12
Meal Periods	14
Breaks	14
Teamsters' Union Label	14
Uniforms and Protective Clothing.....	14
VACATIONS.....	15
GENERAL HOLIDAYS	16
OTHER UNION CONTROVERSY	17
VALIDITY OF ARTICLES.....	17
GRIEVANCE PROCEDURE	17
Grievance Panel	18

TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND.....	19
TERMINATION	19
APPENDIX "A"	20
Rates of Pay - All P&D, Dock, Mechanical & Short-line Employees	21
Hours of Work	21
Part-Time Employees Guarantee.....	22
Modified Work Week.....	22
Overtime.....	22
APPENDIX "B"	23
Health & Welfare Plan.....	23
APPENDIX "C"	24
Pension Plan	24
LETTER OF UNDERSTANDING #1	25
Temporary Workers / Swampers	25
LETTER OF UNDERSTANDING #2	26
Attendance Incentive Plan.....	26
LETTER OF UNDERSTANDING #3.....	27

ARTICLE NO. 1 - SCOPE

- 1.1 (a) This Agreement shall apply to all employees as enumerated, in ALRB certificate number 53-2006
- (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.
- 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

- 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, in the work categories falling within the jurisdiction of this Agreement.
- (b) 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.
- (c) 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.
- (d) 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.
- 2.2 It is agreed that as a condition of employment, each employee shall within seven (7) days of commencing employment hereunder, become and remain a member in good standing of the Union and the Company.
- 2.3 (a) Each new employee, when hired by the Company, will be informed by the Company that he is to sign an authorization card, authorizing the Company to deduct from his earnings Union Initiation Fees, Union Dues and/or other accessorial charges as levied against him by the Union, and so indicated on the monthly check-off lists as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the fifteenth (15th) day of the month following the month in which the deductions were made. Dues will be payable one month in advance.

NOTE* The Initiation Fee may be deducted and remitted over two check-off billings.

- (b) Authorization Cards shall be furnished by the Union, and shall be in accordance with, and as prescribed by, the applicable Labour Relations Act.
- (c) The Company shall furnish to the Union a list of new employees taken into employment by the Company, stating the initial date and location, within fourteen (14) days of their being hired and all such employees will be added to the current check-off list.

- d) 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, and periodic assessments uniformly required of all Members in the Bargaining Unit.
- e) 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 into the Union office.

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 available 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 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.

It shall be the duty of employees to notify the Employer and the Union promptly of any change of address. If an employee fails to do this, the Employer will not be responsible for failure to reach such employee.

The Monthly Check –Off List will reference any;

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

If an 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.

- 2.4 (a) Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials, including containers, 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.
- (c) Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendix "A", whether owned by or hired by the Company or leased to or by it or howsoever, shall be operated by employees of the Company, members of the Union.

- (d) The Company shall maintain a base fleet ratio of nine (9) power units within the Calgary Branch. Excluding weekends, statutory holidays, peak vacation periods and regular maintenance, if a power unit is not available the affected driver will be provided alternative work. No employee will be laid off as a result of the driver being assigned the alternative work. In the event of extraordinary repair timelines the Company and Union will meet to discuss. Provided the base fleet ratio is complied with, the Company shall be allowed to employ owner-operators, and/or use hired cartage.
- (e) The Company may utilize rented or Dry Lease City Pickup and Delivery equipment provided it is operated by Company employees covered under the conditions of this Agreement, and does not have the effect of reducing the number of P&D equipment at that Terminal. Payment for truck rental or Dry Lease equipment to be paid by separate cheque.

2.5 (a) Provided Article 2.04 is complied with, the Company:

- 1. will not hire outside Cartage or Drayage to commence work unless all Company units are actively at work or have been offered such work. To be eligible, Company drivers must have a minimum of eight (8) hours off between shifts. .
- 2. As provided in 1. the Company will consider Union Carriers or Operators when they are available. List of current Union Carriers to be supplied to the Company annually.

(b) For clarification purposes of Articles 2.04 and 2.05, the Company agrees that they will not contract out any work that is currently being performed by bargaining unit members which would have the effect of causing a lay-off.

2.6 **Probationary Period** - All newly hired employees for regular employment shall be considered as probationary employees for the first forty-five (45) working 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.

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

- 1. he has completed his probationary period,
- 2. he has made himself available for full-time employment or as he may be needed,
- 3. he has no other outside employment which will in any manner interfere or reflect upon his employment with the Company,
- 4. he has fully qualified in regards to the Company-approved physical examination or other normal Company requirements.

2.7 **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. His seniority shall be calculated from the first day of that thirty (30) calendar day period. Hours worked during the following periods shall be excluded from this calculation: last full week of March, May 15 – September 15, December 15 – January 15.

Upon completion of three hundred and eighty-four (384) hours of work within any ninety (90) day period, a Warehouse employee hired after May 3, 2016 shall become a regular employee, and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that ninety (90) calendar day period.

- (c) Where the total hours worked by all part-time employees justifies the addition of a regular employee, the Company shall hire an employee for regular employment in accordance with Article No.2.6 (a) of this Agreement.

The minimum justification for the addition of a regular employee shall be the fact that out of all the hours worked by part-time employees in the thirty (30) calendar days, there are at least one hundred and twenty eight (128) hours which could have been worked by one additional regular employee.

- (d) A part-time employee shall:
1. be carried on a part-time Seniority List, and shall be called in to work according to their position on such list.
 2. 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.
 3. not drive trucks or other mobile equipment except when regular employees are unavailable for a regular, scheduled, shift.
 4. not be called in to work outside an established shift, if regular employees are available and willing to accept that work.

- 2.8 **Lead hand** - The necessity of the classification of a Lead man (lead hand) shall be at the discretion of the Company, and he shall be defined as an employee who shall direct the work of others while performing the same work himself. He shall not have the authority to directly hire, fire, suspend or discipline employees.

He shall be a member of the Union.

Seniority in the unit shall prevail for layoff purposes in excess of three (3) days.

Where the Company designates that a Lead man (lead hand) 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 Lead man (lead hand), however when qualifications are equal in every respect, the most senior man will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

- 2.9 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.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

- 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 - GENERAL

- 4.1
- (a) The Company will provide Bulletin Boards at its terminals on which to post 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.
 - (b) An employee will receive a copy of any written Reprimand or Warning Letter placed on his 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) An employee who is called into the Company's office for any discussions pertaining to disciplinary or investigative measures, shall be accompanied by a Shop Steward. If a Shop Steward is not readily available, the employee may request another bargaining unit employee accompany him to such meeting.
 - (d) All penalties and reprimands must be issued to the employee within seventy-two (72) hours (excluding Saturdays, Sundays and General Holidays) from the time the infraction(s) became known, otherwise the penalty or reprimand will be considered null and void. A written copy of said reprimand will be forwarded to the Local Union.
 - (e) The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the grievance procedure except as otherwise provided herein.
 - (f) 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 on or about each January 1st, 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.

- (g) 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.
- (h) 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.

- (i) 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.

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

1. 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,
2. The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions, and such deductions shall be in the amount of fifty dollars (\$50.00) per week, until the deficit is paid in full. Any additional monies as listed above will be deducted from the employee's vacation pay on termination of employment.

In the event an 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 said amount.

3. When the employer grants personal Leave of Absences that are not illness in nature or legislative by the Government the employee shall be responsible for one hundred percent (100%) of any payments made on his behalf as per Article 4.2 above.

Personal Leaves - The Company shall be responsible for contributions normally covered by the Prairie Teamsters Health & Welfare Plan for the employee to be on an approved Leave of Absence. Any approved leave of absence must be agreed to by all parties (Union, Company and Employee). Government Military Leave, maternity leave, paternity leave, compassionate leave, are all approved leaves of absences.

Any other personal leaves of absence the employee would not be covered under the Prairie Teamsters Health & Welfare Plan.

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 Bereavement Leave of five (5) working days immediately following the day of the death.

In the event the funeral is held on an employee's regular work day other than the five (5) days following the day of the death, the employee will be granted upon request leave on that day to attend the funeral.

The employee will be compensated at his regular straight time hourly rate for hours lost from his regular schedule for the Bereavement Leave in the five (5) work days following the day of death.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-father, step-mother, step-sons, step-daughters, grandfather, grandmother or the employee's spouse's

grandfather or grandmother.

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 immediate family. Such proof will include place, time and date of death.

When death occurs to a member of a part-time employee's immediate family, the employee will be granted, upon request, bereavement leave of three (3) working days with pay at his regular straight time hourly rate, provided he would have worked those days.

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

- 4.5 **Driver Training** - When, by mutual agreement between the Company and the Union, there is a need to train inexperienced people to fill driving positions in that Company, such program and compensation shall be by mutual agreement between that Local Union and the Company.

4.6 **Physical Examinations-**

- (a) If the Company requires that, prior to hiring, job applicants have a physical examination, 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) Drivers who have completed one (1) or more years of employment with the Company, and who are required to take a Government physical examination for the purpose of their Vehicle Operators License will be reimbursed the cost of such physical examination upon the presentation of a receipt showing the driver has paid for such examination, and that the appropriate license for his classification has been renewed.
- (c) 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.
- (d) Any employee who fails to pass a Company physical examination may at his option have his case reviewed in the following manner:
 - 1. He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.
 - 2. 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.

3. 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.

(e) 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.

(f) 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.

(g) If an employee suffers revocation of his driver's license, he will be reclassified provided he is capable and work is available and that such reclassification will not result in the bumping of regular employees. Such reclassified employee shall be placed at the bottom of the seniority list and receive work based on that number. Such reclassification may be authorized only once to an employee who suffers such revocation of his driver's licence. Should no work be available, such employee shall be granted a Leave of Absence not to exceed twelve (12) months.

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

(i) An employee that is assigned to train another employee will be paid a premium of fifteen dollars (\$15.00) for the day.

ARTICLE NO. 5 - SENIORITY

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

5.2 (a) The Company shall, twice each calendar year (March 1 and Sept 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) Vacancies will be posted for seven days (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.

In the event of shift discontinuance, the affected employee may exercise his/her seniority by bumping a junior employee within his/her Department. Departments are defined as LTL and Warehouse.

In the event of layoff which is to exceed seven (7) days, the affected employee may exercise his/her seniority by bumping a junior employee in any Unit provided he/she has the qualifications to perform the work and will assume the applicable pay rate designated for that Unit.

- (c) 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 he returns he will be given an opportunity to bid. If senior bidders are not assigned, the reasons thereto will be given to senior employees.

5.3 Seniority shall be branch wide for all employees. There shall be two (2) seniority lists, full-time and part-time. Full-time shall have seniority over part-time.

5.4 Within each terminal the Company will post and maintain Seniority Listings. Such up-to-date listings will be posted as of April 1st and October 1st of each year. Copies of current lists will be provided to the Local Union and the Company Labour Relations Department.

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

5.5 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. Employees on such call-as-required are only required to be at their contact number from 10:00 a.m. to 12:00 noon, Monday through Friday.

5.6 Employees recalled to work following a layoff shall be informed by Registered Mail and will be allowed fourteen (14) 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.

5.7 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 at straight time.

5.8 **Termination of Seniority** - Seniority, once established, for an employee shall be forfeited and his employment terminated under the following conditions;

- a)
 - 1. if he voluntarily quits
 - 2. if he is discharged for proper cause
 - 3. if he fails to report for duty after a layoff in accordance with Section 5.8 b).
 - 4. the employee is absent from work without notification or securing a leave of absence for more than three (3) consecutive working days or without an explanation reasonable to the Company.

b) Any employee who has been on lack of work layoff for six (6) 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 twelve (12) months and termination of employment will be effective at the expiration.

5.9 Overtime and Part-Time Work

- (a) Shift overtime shall be allocated wherever possible on the basis of seniority in a voluntary manner provided the man 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 total, whether required or voluntary. Employees may volunteer to work overtime in excess of four (4) hours. Employees who have worked the required weekly overtime may decline any additional overtime provided they notify the Company at the commencement of their shift.

- (b) Part-Time employees or hired cartage will not be used for the purpose of depriving full-time employees of their regular hours of work on their regular shifts.
- (c) If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part-time employees worked on his shift on that day he is laid off. This principal may be advanced on a daily basis.
- (d) Employee shall receive a mandatory two (2) hours notice when overtime is required. Should the two hours notice not be given, the employee shall have the right to refuse such overtime.

5.10 Severance Pay

Employees laid off because of lack of work or if the Company shuts down for any reason, shall receive a severance package of one (1) week per year of full service, based on forty (40) hours per week, to a maximum of twenty-six (26) weeks. The severance package shall be calculated based on the employee's seniority and hourly rate of pay on his last day of active employment. This payment is inclusive of any amount due to the employee under legislation.

5.11 Extension of Benefits due to Layoff or Terminal Closures

The Company shall continue Welfare benefits by remitting the contribution defined in this Collective Agreement to the appropriate Health and Welfare Plan for any member who is laid off. Benefits will continue for thirty (30) days following the month of lay off.

ARTICLE NO. 6 - LEAVE OF ABSENCE

- 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 be accrued and retained during such extension.
- (c) Any employee hereunder on Leave of Absence engaged in gainful employment, without prior written permission from both the Company and the Union, shall forfeit his seniority rights and his name will be stricken from the Seniority List, and he 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.

ARTICLE NO. 7 – SICK DAYS

- 7.1 Sick Days – All full time regular employees will have unpaid sick leave days to a maximum of five (5) days annually.

The usage of the sick days listed above will not go against the Attendance Management Program and the incentive program

ARTICLE NO. 8 - SAFETY CONDITIONS

8.1 Maintenance of Equipment

- (a) It is to the mutual advantage of both the Company and the employee that employees shall not operate equipment which are not in a safe operating condition.

The Company will not require employees to operate equipment on public streets or thoroughfares that are not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

Employees shall not be required to operate mobile equipment which is restricted to terminal or terminal yard operations that is in such a state of disrepair as to endanger the operators or other personnel working in the area.

- (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 event that the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.

- (e) All docks shall be equipped with safe, properly anchored loading plates.
- (f) Safety meetings will be held , as per the Code, 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.

- 8.2 (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.

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

ARTICLE NO. 9 - PAY AND WORK CONDITIONS

- 9.1 (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 he 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.

- 9.2 (a) All regular employees covered by this Agreement shall be paid on a bi-weekly basis, at the end of the shift that starts on Thursday, all wages earned by such employee up to midnight on the previous Friday.
- (b) 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 employees. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, 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 his pay. Explanation of any alterations made to said time cards will be attached to the altered time card.

All pay cheque statements will be handed out in sealed envelopes.

- (c) Prior to an employee leaving on annual vacation, he shall receive vacation pay on a separate cheque in accordance with Section 9.2 of this Agreement for that period of time that he will be on vacation.

However, if his vacation time is not posted or if he changes his vacation to a time other than that which is posted, it will be required that the employee provide at least three (3) weeks notice prior to leaving on vacation if he is to receive vacation pay in advance. Failing this, he will receive his vacation pay on the first regular pay day following his return to work.

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

- 9.3 (a) If an error occurs in the payroll computation of an employee's pay cheque, and the amount is equal to eight (8) hours pay or more, he shall be entitled on request to receive same within one business day from the date the error was reported. If an employee improperly completes his 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.
- (b) If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to two eight (8) hours pay or more, he shall be entitled, on request, to receive same as soon as practicable, but not later than one (1) business day following the payday on which the error was reported. Failure by the Employer to correct any payroll error, of eight (8) hours or more, within five (5) calendar days, including Saturdays, Sundays and Statutory Holidays of being notified, in writing, will result in a penalty of four (4) hours pay, per day, until the error is paid.
- 9.4 No employee shall be asked nor permitted to make any written or verbal agreements with the Company covering hours of work, wages or conditions, during the term of this Agreement.
- 9.5 Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular day. Shifts starting Sunday & Monday will only require eight (8) hours' notice.
- 9.6 (a) 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 from his 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 his office once swamping is completed.
- 9.7 When an employee from a higher rated classification is required to work temporarily or until reclassified at a lower rate classification, he 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, he shall be paid for the entire day at the higher rated classification.
- 9.8 (a) 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 work week. An employee shall have the same starting time for each day of the week, except for Saturday and Sunday, however, the employee's shift may be changed during the week only in accordance with the provisions of 8.8(b).
- (b) In the event of rail car delay, the Company will advise the employee eight (8) hours before his starting time of the following shift.
- Shifts starting between 1400 and 1700 shall have four (4) hours' notice. All other shifts shall have eight (8) hours' notice.
- (c) In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following week shall be the same as the current week.
- (d) Employees who voluntarily work five, eight (8) hour shifts on four consecutive days, which must include Saturday and Sunday, shall continue to be offered such work, provided a minimum eight (8) hour rest period is provided between each shift.
- (e) Shift premium – All shifts that start between 11:59pm and 5:59am shall receive a fifty cent (\$0.50) premium per hour.

9.9 **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 his lunch period before he has been on duty three and one-half (3 ½) hours, or after he has been on duty five (5) hours.

9.10 **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.

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

9.12 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 he is 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.

9.13 **Uniforms and 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 his own expense, suitable clothing, shoes, gloves and winter weather protective clothing in order to perform his 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 ninety dollars (\$190.00) effective August 1, 2019; this amount shall increase to two hundred and five dollars (\$205.00) effective August 1 2020. 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.

ARTICLE NO. 10 - VACATIONS

- 10.1 Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.
- 10.2 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 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four per cent (4%) of the employee's gross earnings in the portion of the year worked.
- 10.3 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, or ten (10) days, vacation with pay in an amount equal to four percent (4%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.4 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, or fifteen (15) days, vacation with pay in an amount equal to six percent (6%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.5 Employees who have completed eight (8) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, four (4) weeks, or twenty (20) days, vacation with pay in an amount equal to eight percent (8%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.6 Employees who have completed ten (10) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks, or twenty-five (25) days, vacation with pay in an amount equal to ten percent (10%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.7 Employees who have completed twenty-three (23) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, six (6) weeks, or thirty (30) days, vacation with pay in an amount equal to twelve percent (12%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.8 (a) Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before March 31. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion, with the following exception:

An employee subject to the condition listed below, may take a vacation period not previously requested on the above January 2 vacation list, provided a written request is made to his Supervisor, with a minimum of three (3) weeks' notice prior to the commencement of his desired vacation period.

The Company shall post the final vacation schedule by April 15th, and it shall remain posted for the balance of the year.

- (b) 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%) in each classification to the nearest employee, up or down, with a minimum of one (1) employee in each classification and a maximum of twelve (12) employees in each classification.

The following separate classifications will be recognized for vacation percentages:

- City P&D Drivers
- Dock Workers
- Warehouse

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

- (d) After April 15th of each year following the selection of one (1) week vacation blocks, employees with four (4) weeks of vacation or less may utilize one (1) week or their vacation in single day blocks, employees with (5) weeks of vacation or more may utilize two (2) weeks of their vacation in single day blocks.

10.9 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.

10.10 An employee who accepts gainful employment while on vacation may be terminated.

ARTICLE NO. 11 - GENERAL HOLIDAYS

11.1 All employees who have completed thirty (30) calendar days of employment, shall be entitled to eleven (11) 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	Heritage Day	

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

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

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

11.4 (a) When a General Holiday falls on an 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.

(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 his vacation period.

ARTICLE NO. 12 - OTHER UNION CONTROVERSY

- 12.1 (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. 13 - VALIDITY OF ARTICLES

- 13.1 (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. 14 - GRIEVANCE PROCEDURE

- 14.1 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:
- 14.2 **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. However, such employee will be entitled to be accompanied by a Shop Steward or Union Representative.

Time Limit to institute a Grievance:

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

The Company has a maximum of seventy hours from the incident giving rise to any disciplinary action to issue such reprimand on discipline

14.3 **Step 2** - Failing settlement under Step 1, such grievance shall reduced to writing, and taken up between a representative of the Local Union, or Shop Steward, and the Company Supervisor.

14.4 **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, this grievance shall be referred to and taken up in presentation to a Grievance Board consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by the President of the Company. All members of the Board shall have been duly appointed and authorized so that any settlement arrived at by the Board on a specific grievance shall be final and binding.

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.

In all such grievance procedures, the Union representative shall act in the capacity of the Chairman of the meetings, and the Company representatives shall act in the capacity of Recording Secretary.

All copies of the minutes of the meetings shall be signed and dated by both the Union and the Company.

14.5 **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 Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.

The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.

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.

If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 (copy attached) pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.

Should the parties agree to proceed to Schedule 2, they may proceed as outlined in the Rules and Procedures of Schedule 2.

14.6 **Step 4** - Failing settlement under the above Steps, the matter will 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 will 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. 15 - 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, of the appropriate Teamsters Local, 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. 16 - TERMINATION

16.1 This Agreement shall be in full force and effect from the 1st day of August 1, 2018 until the thirty first (31st) day of July, 2021, 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 March , or immediately preceding any succeeding 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.

16.2 Should either Party give written notice to the other Party pursuant to Section 16.1(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 AT CALGARY, AB THIS ____ DAY OF _____, 2019

FOR THE COMPANY:
Consolidated Fastfrate Inc.

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

Patricia Scott, VP, Human Resources

Michael Dunphy, Business Agent

Richard Rose, VP, Prairie Region

Chance Hrycun, Business Agent

Bill Shupenia, Branch Manager

APPENDIX "A"

COVERS HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL P&D, DOCK, MECHANICAL, AND SHORT-LINE 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 8.9.

All employees shall have two (2) consecutive days off.

- (b) Overtime on a call-out or call-back basis will be allocated by seniority provided the senior man 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 he is called for, he 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). All time worked in excess of fifty (50) hours in the week shall be paid at the rate of double (2) the straight time rate.

- (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 one and one-half (1 ½) times his regular rate of pay.

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

Section 2 - Rates of Pay

	Aug 1/18	Aug 1/19	Feb 1/20	Aug 1/20	Feb 1/21
	2.00%	1.00%	1.00%	1.00%	1.00%
Dockworkers	\$24.80	\$25.05	\$25.30	\$25.55	\$25.81
Drivers	\$24.80	\$25.05	\$25.30	\$25.55	\$25.81
OS&D	\$24.80	\$25.05	\$25.30	\$25.55	\$25.81
Warehouse (hired before May 3/16)	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62
Warehouse (hired after May 3/16)	\$18.68	\$18.87	\$19.06	\$19.25	\$19.44

Warehouse work shall consist of single source, single shipper loads that require warehouse and storage and/or distribution. Any other loads/freight are considered as part of the cross dock operation.

P & D Dock employees hired after May 3, 2016 will receive:

- Year 1 – four dollars (\$4.00) less than full-time rate
- Year 2 – three dollars (\$3.00) less than full-time rate
- Year 3 – two dollars (\$2.00) less than full-time rate
- Year 4 – one dollar (\$1.00) less than full-time rate

Warehouse employees hired after May 3, 2016 will receive:

- Year 1 – one dollar (\$1.00) less than full-time rate

All lead hand employees shall be paid at the Cross dock - P&D base rate plus the additional lead hand premium. Premium shall be one dollar (\$1.00) per hour. Effective August 1, 2017 the premium shall be one dollar and fifty cents (\$1.50) per hour.

Cross Dock and P & D employees hired after May 3, 2016 will receive three dollars (\$3.00) per hour less than the top rate of pay for the first twelve (12) months of employment, and will receive an increase of one dollar (\$1.00) per hour following each twelve (12) months of employment until reaching the full rate of pay for their classification.

Employees will notify their supervisor a minimum of one (1) hour before the start of the scheduled shift if unable to report for work.

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, he shall be guaranteed a minimum of four (4) hours of work and/or pay.
- (b) Part-time employees shall be entitled to two (2) consecutive 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) Part-time employees hired after date of ratification that only work in the warehouse department shall be paid at the rate of sixteen dollars and twenty-one cents (\$16.21) per hour. These employees shall not follow the progression rates. The part-time employees shall be limited to four (4) positions during the term of the agreement. All other provisions within this agreement shall apply.

Section 5 - Modified Work Week

Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4) ten (10) hour days. Overtime at the rate of time and one-half (1 ½) will be payable for hours in excess of ten (10) hours in a day. All time worked in excess of fifty (50) hours in the week shall be paid at the rate of double (2) the straight time rate. Employees working the four day work week on days between Monday and Friday inclusive must have Saturday and Sunday as their regular days off and a third day off as designated by the Company. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the four (4) shifts must run consecutively and the employee shall have three consecutive days off. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the shifts may have different start times for each day, however, there must be not less than eight (8) hours off duty between each shift. Where the ten (10) hour day is agreed to between the parties the ten (10) hour day will be applicable in all daily guarantees provided in this agreement.

Employees working the four (4) ten (10) hour shifts cannot claim any overtime work which will not allow them to have a full eight (8) hours off duty between shifts. All employees working the four (4) ten (10) hour shifts on the weekend Friday through Monday will be regular employees. Call as required employees can be used to replace the regularly assigned or bid employees on these shifts but will not be used to supplement those shifts.

Section 6 - Overtime

Work performed on a Saturday, Sunday or Statutory Holiday shall be allocated by seniority on a volunteer basis. Employees who work shall be guaranteed a minimum four (4) hours work or pay that day. Should the employee work more than four (4) hours that day he shall be guaranteed six (6) hours pay. Should he work more than six (6) hours that day he shall be guaranteed eight (8) hours pay.

APPENDIX "B"

Prairie Teamsters Health & Welfare Plan

The Company shall provide the "Prairie Teamsters Health & Welfare Plan" to all regular employees and eligible dependents coming under the jurisdiction of this Agreement.

Any regular employee who is hired by the Company, after May 3, 2016 shall join the Plan on the first of the month following the completion of six (6) months of employment with the Company.

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

It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.

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.

The cost of the Health Insurance Plan will be paid for by the Company three hundred and seventy dollars (\$370.00) per month for 2019 and a ten dollar (\$10.00) per month per year increase each year of the agreement.

The Company will continue to cover employees who are off ill or on Compensation, for a maximum of twelve (12) months from date of injury or illness.

Health and Welfare Protection - When an employee goes off work ill, or on Compensation for a workplace injury/illness sustained while performing work for the Company, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare fees and Union dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing he will be eligible for a further three (3) months protection. When the employee returns to work, the Company shall deduct from his earnings, any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects, upon demand at his last known address, to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.

The employee shall be notified in writing by the Company when he is three (3) months in arrears.

APPENDIX "C"

Teamsters Prairie Provinces Pension Plan

1. Effective March 1, 2015 – the Company will contribute two dollars and fifty cents (\$2.50) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan.

Effective August 1, 2019– the Company will contribute two dollars and seventy – five cents (\$2.75) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan

Effective August 1, 2020– the Company will contribute three dollars (\$3.00) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan

Any regular employee, who is hired by the Company after May 3, 2016, shall join the Plan on the first of the month following the completion of twenty-four (24) months of employment with the Company. The Company will contribute two dollars (\$2.00) per hour for each hour for which wages are payable to the Teamsters Prairie Provinces Pension Plan.

Effective August 1 2019 the continuation level will go to two dollars and twenty-five cents (\$2.25); Effective August 1 2020 the contribution level will go to two dollars and fifty cents (\$2.50).
2. All newly hired full-time employees hired prior to September 18, 2012 will be eligible for Pension contributions until the first day of the month following completion of six months of employment.

All full-time employees hired after September 18, 2012 will not be eligible for pension contributions until the first day of the month following completion of twelve (12) months of employment.
3. 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.
4. 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: CONSOLIDATED FASTFRATE INC.
Calgary, AB (The "Company")

AND: GENERAL TEAMSTERS LOCAL UNION NO. 362
(the "Union")

RE: Temporary Workers / Swampers

The Parties hereto agree:

The use of temporary manpower shall only be permitted after all laid off or unassigned employees have been offered the work. The Company shall pay fifteen cents (15¢) per hour to the Advancement Fund for each hour worked by temporary employees on Consolidated Fastfrate's property on a monthly basis. The parties shall meet quarterly to determine whether the use of temporary help should be reduced and full time workforce increased. The use of swampers shall only be permitted after all laid off or unassigned employees have been offered the work. The Company shall pay two hundred dollars (\$200.00) per month to the Teamsters Advancement Fund for swamping work done outside of Consolidated Fastfrate's property.

SIGNED AT CALGARY, AB THIS ____ DAY OF _____, 2019

FOR THE COMPANY:
Consolidated Fastfrate Inc.

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

Patricia Scott, VP, Human Resources

Michael Dunphy, Business Agent

Richard Rose, VP, Prairie Region

Chance Hrycun, Business Agent

Bill Shupenia, Branch Manager

LETTER OF UNDERSTANDING #2

BETWEEN: CONSOLIDATED FASTFRATE INC.
Calgary, AB (The "Company")

AND: GENERAL TEAMSTERS LOCAL UNION NO. 362
(the "Union")

RE: Attendance Incentive Plan

The parties agree that an Attendance Incentive Plan will be provided. An incentive payment of four hundred dollars (\$400.00) will be payable to qualified employees within thirty (30) days following the twelve (12) month period ending July 31st.

Employees who have accumulated no more than six (6) points during the twelve (12) month period will qualify for payment. Points will be accumulated as follows:

- 1 point for each day where there is tardiness
- 1 point for each day of absence
- 1 point for each event of absence, supported by a Doctor's note
- 2 points for each day where the employee fails to notify the supervisor a minimum of one hour before the start of the scheduled shift if unable to report for work

For clarification purposes, the following will be exempt from the accumulation of a point:

The employee provides seventy two (72) hours advance notice of a medical appointment and attends work for part of their shift that day with medical support reaffirming their attendance at the appointment.

The employee provides a physician's statement confirming a continual medical treatment plan identifying the scheduled appointments. The employee will be required to provide seventy two (72) hours advance notice of a medical appointment and attends work for part of their shift that day with medical support reaffirming their attendance at the appointment.

Employees with exceptional circumstances can discuss the matter with the employer. The union reserves the right to grieve any dispute regarding the exceptional circumstances.

SIGNED AT CALGARY, AB THIS ____ DAY OF _____, 2019

FOR THE COMPANY:
Consolidated Fastfrate Inc.

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

Patricia Scott, VP, Human Resources

Michael Dunphy, Business Agent

Richard Rose, VP, Prairie Region

Chance Hrycun, Business Agent

Bill Shupenia, Branch Manager

LETTER OF UNDERSTANDING #3

BETWEEN: CONSOLIDATED FASTFRATE INC.
Calgary, AB (The "Company")

AND: GENERAL TEAMSTERS LOCAL UNION NO. 362
(the "Union")

The Company and Union have previously agreed that the fleet of power units would be reduced to nine (9) power units in the Company's base fleet.

The Company shall pay thirty cents (\$0.30) per hour to the Advancement Fund for each hour worked by hired cartage or independent owner operators commencing Date of Ratification. These monies shall be remitted to the Union on a monthly basis.

The Employer will pay Union dues for each dependent Owner Operator who is working in any month. The Union dues will be equivalent to the Union dues of a driver who is employed by the Company. The Union dues payment will be sent monthly on a separate cheque to the Local Union office with a list of all dependent Owner Operators that worked in the month.

SIGNED AT CALGARY, AB THIS ____ DAY OF _____, 2019

FOR THE COMPANY:
Consolidated Fastfrate Inc.

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

Patricia Scott, VP, Human Resources

Michael Dunphy, Business Agent

Richard Rose, VP, Prairie Region

Chance Hrycun, Business Agent

Bill Shupenia, Branch Manager