

COLLECTIVE AGREEMENT

This Agreement entered into this 16th day of June, 2017,
shall be in force and effect as hereinafter particularly specified.

BETWEEN

GRIMSHAW TRUCKING L. P.
Edmonton, Alberta
(hereinafter referred to as the "COMPANY")
OF THE FIRST PART

AND

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

May 1, 2017 – April 30, 2021

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ARTICLE NO. 1.01 - SCOPE OF THIS AGREEMENT

This Agreement shall apply to all employees as enumerated. 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.

ARTICLE NO. 1.02

All employees working for the Company, as outlined in Article No. 2.01 A. and as enumerated in the following appendices, hereunto annexed and forming part of this Agreement.

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| APPENDIX "A" | Covers Rates of Pay for all Single-Man and Sleeper-Cab Drivers. |
| APPENDIX "B" | Covers Hours of Work, Overtime Provisions and Rates of Pay for all Short-Line, City Pickup and Delivery Drivers, Dockmen, Mechanics and Maintenance Shop Crews in Alberta and the Northwest Territories. |
| APPENDIX "C" | Covers Health and Welfare Plan - Alberta and the Northwest Territories. |
| APPENDIX "D" | Prairie Teamsters Pension Plan. |
| APPENDIX "E" | New Hires only after May 7, 1987. |

ARTICLE NO. 1.03

- A. 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.
- B. It is understood by this Section that the Parties hereto shall not use any leasing device to a third party to evade this Collective Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc, of the operation covered by this Agreement or any part thereof.

ARTICLE NO. 2.01 - UNION SECURITY

- A. The Company agrees to recognize the Union as the sole Collective Bargaining Agent for employees of the Company for whom it has bargaining rights or for whom it has been granted voluntary recognition in the work categories falling within the area 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 cooperate 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 Industry.
- D. The Union and the Company will cooperate and participate in the implementation of the employment equity act.

ARTICLE NO. 2.02

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.

ARTICLE NO. 2.03

- A. All Employees and Owner-Operators who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.
- B. 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.
- C. The Company shall furnish to the Union a list of new employees and Owner-Operators taken into employment by the Company stating the initial date and location, within fourteen (14) days of their being hired and all such employees and Owner-Operators will be added to the current Check-off List. Owner-Operators will be identified on such list.

The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office

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

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union 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.

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).
- 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.

ARTICLE NO. 2.04 - OWNER OPERATORS

Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendices "A" and "B", 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, unless:

- A. Such Owner (Lease) Operator becomes and remains a member of the Union in good standing and be bound by all Company rules and regulations the same as if he were a Company employee, and

- B. Receives equivalent wages and benefits, as provided herein, to employees of the Company. The Company shall also pay an agreed upon equipment rental as arranged between the Owner-Operator and the Company. The above provision may be paid in a composite mileage rate.

For the purpose of providing Truckload and Flat Deck services, the following two (2) classifications of work performed will be recognized in regards to the use of Owner Operators.

- a. LTL Division: Includes enclosed van, deck or open top trailers.
- b. Flat Deck Division: Defined as units employed in the pickup and/or delivery of exclusive Flat Deck Division freight on deck or open top trailers.

NOTE: (Whenever the term "Owner (Lease) Operator" is used in this Article, it means an Owner-Operator who drives his own equipment.)

- C. In no event shall there be more than one Owner-Operator on a truck in either division.
- D. In no event shall the number of Linehaul Owner-operated power units exceed a ratio of two hundred percent (200%) of the Company's Linehaul power units domiciled at each Branch. These percentages exclude Owner-operators employed as per Article 2.04 G. Exception being when the increase of equipment is on a short term basis of not more than three (3) months duration. The Company will advise the Union of such short Term Lease. This Term Lease may be extended as agreed between the Parties.

The Company will maintain a minimum Company Linehaul Driver fleet of seventeen (17) power units. A minimum of forty percent (40%) of the Company Linehaul Driver fleet will be designated to service critical terminals (Grande Prairie, Peace River, Grimshaw Scale, Fort McMurray) and switch points. The remainder of the fleet will be dispatched to remaining terminals and switch points prior to any Linehaul Owner-Operators.

In the event a reduction of the current Company Linehaul Driver fleet (twenty one (21) power units at time of ratification) results in a displacement of a Linehaul Driver, such driver will have the option to apply their seniority system wide at any Branch, in any classification, to retain employment at which they are qualified (with the exception of regular required training requirements) to perform or accept a severance package of two (2) weeks per year of service with the Employer.

The Company agrees to provide Linehaul Driver employment for twenty-one (21) drivers until such time as through natural attrition (e.g. retirement, relocation, or leaving the Company to pursue other opportunities at another Company or in another industry) until such time as the ratio conforms with the above Linehaul Driver fleet of power units.

In the event the Company reduces the number of highway units within a Branch, the Owner-Operator units shall be the first laid off.

Where Owner-Operators and Company Linehaul Drivers work out of the same terminal the Company Linehaul Driver will receive the most favourable run and be dispatched in accordance with written local agreed Dispatch Rules. Company drivers trips will not be infringed upon by the extension of Owner-Operator trips beyond the original dispatch point unless there are no Company employees available. However, the Owner-Operator may be turned back to his origin point after his proper rest period.

Owner-Operators will not be used in a manner that will cause a layoff of Company equipment and/or Company Line Drivers.

The "Branch" as referred to in this Article shall mean within the Local Union's jurisdiction.

E. Replacing of over-the-road equipment, for any reason, will be guided by the principle that a Company unit will be replaced by a Company Unit and a Lease Unit may be replaced by another Lease Unit, or at the Company's option, a Company unit.

F. The Company will not use Owner-Operators in City P & D work where the Company maintains an established Terminal excluding Owner-Operators employed as per 2.04 G.

However, 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.

This clause will not apply to agency points where the volume of freight will not maintain Terminal services.

G. Flat Deck division Owner Operators in the City of Edmonton may begin work between 0701 hrs. to 2400 hrs. Provided all Company Flat Deck Division drivers are actively at work.

Flat Deck Division Owner Operators shall not exceed two hundred percent (200%) of the total Company Flat Deck Division fleet.

These Owner Operator units shall not perform any duties defined as LTL Division pickup and delivery which also includes enclosed van, deck or open top trailers until the conditions as outlined in Article 2.05 are met.

If the Company Flat Deck Division fleet falls below three (3) trucks no Flat Deck Division Owner Operators shall be allowed.

Hired Cartage may not perform any work in the Companies Flat Deck Division unless all Company Flat Deck Division drivers are actively at work.

Use of Hired Cartage will be subject to Article No. 2.05, Section A. ii.

ARTICLE NO. 2.05

A. Provided Article No. 2.04 is complied with, the Company may use:

i. Single Trip Lease.

ii. The Company will not hire outside cartage or drayage to commence work between 00:01 hours and 09:00 hours at those locations where the Company maintains a Terminal and a City P & D fleet.

iii. Equipment or men they deem necessary in retrieving wrecks, road failures or road tests.

iv. As provided in i. and ii., the Company will give preference to Union Carriers or operators when they are available. List of current Union Carriers to be supplied to the Company annually.

B. 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.

The Company agrees that it will not contract out, or have performed by other means or facilities, any bargaining unit work that is currently being performed by bargaining unit members, which would result in layoff of any such member(s). Temporary contracts may be requested by the Company, with request to the Union which will not be unduly withheld, to perform work for a specific allotted time.

Shipments transported as "Shippers Load and Count" shall not be considered as work under control of the Company where -

The shipment is from one Shipper, at one point of origin, loaded into one vehicle or container, consigned to one Consignee, at one destination, moving on one Bill of Lading that does not provide for split pickup or split delivery. Shipper to count, load, brace, block, seal vehicle or container and record seal numbers on the Bill of Lading, assume all liability for the count and stowing of the shipment or any damages resulting therefrom except in case of fire or wreck while in transit. The Consignee or its duly authorized agent to break the seal on the vehicle or container and record the seal number on the delivery receipt copy of the Freight Bill and Consignee to off-load at his own expense.

- C. In the event the Company introduces or extends piggyback operations over those presently in effect, it is agreed that none of the Line Drivers employed by the Company in the area affected will be laid off from the Linehaul operations as a direct result of the introduction of extension of piggyback operations.
- D. The Company shall not sell or lease equipment which has the effect of evading the terms of this Agreement.
- E. The Company agrees to pay Union dues for all Edmonton Hired Cartage who within the first four (4) weeks of each month work a minimum of one hundred and twenty-eight (128) hours.

The Union would require a signed Union card for their internal clerical use.

For clarity purposes only, Article No. 2.05 Section E only applies to the Hired Cartage personnel who own and operate the motor vehicle and who the Company uses on a frequent basis. This does not apply to the Hired Cartage personnel that the Company utilizes on an incidental basis (Sonic, Ecco, Etc.).

ARTICLE NO. 2.06 - PROBATIONARY PERIOD

All newly hired employees for regular employment shall be considered as probationary employees for the first forty-five (45) days worked.

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 employee 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 -

- a. He has completed his probationary period.
- b. He makes himself available for full time employment or as he may be needed.
- c. He has no other outside employment which will, in any manner, interfere or reflect upon his employment with the Company.
- d. He has fully qualified in regards to the Company approved physical examination or other normal Company requirements.

ARTICLE NO. 2.07 - 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.

C. A Part-time Employee shall:

- i. be carried on a Part-time Roster and where practicable shall be called into work according to their position on the roster.

Where an employee has outside gainful employment, he shall not be carried on the Part-time Roster ahead of an employee who has no outside gainful employment.

- 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 Employees Seniority List, providing they meet all Company qualifications and requirements.
- iii. not drive trucks.
- iv. not be called in to work outside an established shift if regular employees are available and willing to accept that work.

ARTICLE NO. 2.08 - WORKING AGENTS

A Working Agent at small and/or remote Company maintained Terminals shall be considered as such:

- a. he shall be an employee of the Company.
- b. he shall be used by the Company only at such small and/or remote locations where the Company's volume will not support, and the Company does not employ more than four (4) employees, including the Working Agent.
- c. he shall be a member of the Union, but otherwise excluded under the terms and conditions of this Agreement, except that the monthly or annual remuneration or benefits to him by the Company shall be in an amount resulting in not less than he would otherwise receive under the terms of this Agreement.

ARTICLE NO. 2.09

At points where the Company does not have a Terminal, the Company may utilize the services of an agency to handle freight at those points.

Any such agency that is established or any such agency that is replaced after January 1, 1981, the Company will give preference to a member of the Teamsters Union or a company whose employees are members of the Teamsters Union, where such member or company is available to act as an agency at that point.

ARTICLE NO. 2.10

The necessity of the classification of a Lead Hand (Chargehand) shall be at the discretion of the Company and he shall be defined as -

- A Regular 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.
- Where the Company designates that a Lead Hand (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 Lead Hand (Chargehand), 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.
- The Company shall not remove a Lead Hand designation without cause.

ARTICLE NO. 2.11

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. 3.01 - MANAGEMENT RIGHTS

- 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 or redomiciling of a Linehaul Driver unit.

ARTICLE NO. 4.01 - GENERAL

- A. The Company will provide bulletin boards at its Terminals on which to post changes in Company Rules and Regulations and on which the Union may post necessary notices to its Members. The Union will be provided with a lockable bulletin board at the Edmonton terminal, with keys provided to the Business Agent and Chief 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 penalty, written reprimand, infraction 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.

All penalties and reprimands must be issued to the employee within seven (7) days (excluding Saturdays, Sundays and General Holidays) from the time the Infraction(s) became known, or such penalties and reprimands shall become null and void. A written copy of the said reprimand will be forwarded to the Union. Extensions may be requested by the Company pending investigation and such extension will not be unreasonably denied.

- C. The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to Grievance Procedure, except as otherwise provided herein.
- D. When discussions take place with employees that are of a disciplinary nature, the employee shall be so advised that he has the option of having a Shop Steward or other Union Member present. Failure to abide by the above will result in any discipline resulting from said discussions null and void.
- E. Authorized agents of the Union will request and have access to the Company's 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. 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.

ARTICLE NO. 4.02 - CONSTRUCTION SITE EMPLOYMENT

In the event that the Company should require any employee covered by this Agreement to engage in work on construction in the confines of a construction site coming within the jurisdiction of another Agreement, which has established more favourable wage rates than those herein contained, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged.

ARTICLE NO. 4.03 - HEALTH AND WELFARE PROTECTION

When an employee goes off work ill or on compensation or grievance is invoked on his discharge, the Company shall continue to pay his Welfare Fees and Union Dues for a maximum of three (3) months, so that at all times the employee is protected to the utmost. At the end of three (3) months, the affected employee must clear up his deficit, upon so doing he will be eligible for a further three (3) months protection. When an 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 on 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 when he is three (3) months in arrears and the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.

ARTICLE NO. 4.04 - BEREAVEMENT LEAVE

Regular Employees shall have Bereavement Leave entitlement as follows:

When a death occurs to a member of a Regular Employee's immediate family, the employee will be granted, upon request, bereavement leave for the three (3) working days within a thirty (30) day period following the day of death.

In the event the funeral is held on an employee's regular work day other than the three (3) days immediately following the day of 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 three (3) work days following the day of death.

Provided the employee attends the funeral and that day is one other than one of the three (3) days immediately following the day of death, the employee shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day of the funeral.

Members of employee's immediate family are defined as the employee's spouse, mother, step-mother, father, step-father, grandfathers, grandmothers, son, daughter, sister, brother, mother-in-law, father-in-law, step-sons, step-daughters and grandchildren.

In the event of the death of the employee's grandfather or grandmother or the employee's spouse's grandfather or grandmother, the conditions of this Article will apply only if the employee attends the funeral.

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

Subject to the foregoing, Line Drivers shall be compensated for hours lost at the Work Time rate. This shall not exceed ten (10) hours per day.

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.

ARTICLE NO. 4.05 - JURY DUTY

Any Regular Full-time Employee who is required to perform Jury Duty, will be reimbursed by the Company for the difference between the pay received for Jury Duty, at his regular straight time hourly rate of pay for his regular scheduled hours work.

Any Regular Employee, who is subpoenaed as a witness in a court action, will be reimbursed by the Company for the difference between the pay received for Witness Fee, at his regular straight time hourly rate of pay for his regular scheduled hours work to a maximum of two (2) days.

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 is 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. Regular full-time Line Drivers will be reimbursed by the Company based on the number of missed trips resulting from the Jury Duty or court action. The maximum reimbursement shall not exceed ten (10) hours per day and shall not exceed fifty (50) hours per week.

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.

ARTICLE NO. 4.06 - DRIVER TRAINING

When, by mutual agreement between the Company and a 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.

ARTICLE NO. 4.07 - PHYSICAL EXAMINATION

- A. If a 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. Drivers who have completed one (1) or more years of employment with the Company and who are required to take Government Physical for the purpose of their Vehicle Operator's License, will be reimbursed for the physical upon providing a copy of the receipt and a copy of the renewed licence.
- 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. The Company may require any employee who has been absent from work for an extended period of time due to serious injury or illness, to obtain clearance to return to work from a medical practitioner of the employees choice, prior to the employee's anticipated return to work date. In the event that the employee is returning to work under modified duties the employee will be provided with a form upon which the doctor will outline only the physical restrictions and not the diagnosis.

The Company, where reasonable circumstances exist, may require medical information. The employer will inform the employee of this reasonable need for additional information and allow the employee to respond with further information from the medical practitioner of the employee's choice. This medical information will also be limited to an outline of the physical restrictions and not the diagnosis.

In the event the Company, where reasonable circumstances exist, requests an independent evaluation of the employee's fitness to return to work, the Company and the employee's doctor will select a medical practitioner to examine the employee in regards to the employee's fitness to return to work. The findings of this medical practitioner shall be final. This medical practitioner will be advised that the medical information will be limited to an outline of physical restrictions and not the diagnosis.

Employees will be compensated for all lost time at the employee's regular straight time rate for the time required to obtain medical information referred to in this clause.

If a medical examination is scheduled outside of the employee's normal working hours, the employee shall be paid two (2) hours at the employee's regular straight time rate of pay.

The cost of all requested medical information will be paid by the Company.

An employee absent due to illness or injury shall update the Company as to the employee's return to work status, including the next scheduled doctor's appointment and/or possible return to work date and any work limitations if applicable, but not the diagnosis.

- 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. For Line Drivers, the compensation shall be at the rate of ten (10) hours per day with a maximum of fifty (50) 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.
 - i. If the Company requests the driver to upgrade his License, the appropriate equipment will be provided for test purposes and the driver will receive his regular rate of pay during the test period.
 - ii. If a Driver requests appropriate equipment for test purposes to upgrade his license or for license renewal, it shall be provided by the Company if and when available.

ARTICLE NO. 5.01 - SENIORITY

- A. Seniority shall be based on the length of continuous service an employee has been on the payroll within the Bargaining Unit, subject to Article 5.07.

The principle 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.

- B. Any employee wishing to transfer from one unit to another unit will make application to the Company in writing and will be given preference over a new applicant provided he can meet the Company qualifications.

When an employee transfers from one unit to another unit, he may retain his seniority in his former unit for a maximum of thirty (30) calendar days.

In the event the specific job that the employee transfers to is discontinued within one hundred-eighty (180) calendar days and there is no alternate work in the unit for such employee, he may return to his former unit and maintain his previous seniority status in that unit. This provision does not apply to a layoff for lack of work and is restricted specifically to a job discontinuance.

ARTICLE NO. 5.02

- A. Job postings will be electronically forwarded to each Service Centre, and posted at each centre. Postings will be available for viewing on the Company's web site. On the Linehaul, seniority shall prevail for the purpose of bidding, but there shall be no job bumping privileges, except as provided in ii. immediately following.

- i. All new runs or vacancies on existing runs are subject to seniority and shall be posted in a conspicuous place for seven (7) days for bids.
- ii. In the event the Company discontinues a bid run or curtails the number of power units on a bid run for an indefinite period of time, the driver reduction on such run will be by seniority order with the least senior driver being the first affected. The drivers laid off their bid run may, under this condition, bump an employee with less seniority off another bid run within the "Terminal".

In the event the bid run discontinuance or curtailment is for a period of less than sixty (60) calendar days, the drivers shall return to their original runs as work becomes available. If the discontinuance or curtailment is for a period in excess of sixty (60) calendar days, the runs shall be considered as new runs and subject to the bidding procedures as they become available.

- B. In the city or Maintenance Shop work, all vacancies will be posted for three (3) working days (excluding weekends and general holidays) for bids. Bids are to commence five (5) working days (excluding weekends and general holidays) from the date of bid closing. 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 in the same unit 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.

- C. In all bids referred to in this Article, 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 such senior employees.
- D. Where there is a temporary absence of an employee for reasons other than vacation on a regular shift and it is known that this absence will be in excess of fifteen (15) working days, the Company will post this shift for bid, as a temporary absence.

When the absent employee returns to work, all the employees that changed position due to the bidding process created by the temporary absence will return to the position held prior to the bidding process. In the event the absent employee does not return to work, the position bid and awarded shall be considered permanent.

ARTICLE NO. 5.03

In all Provinces and Territories, seniority shall be Terminal-wide and three (3) separate groups or units for seniority purposes shall be recognized:

- Unit #1 - Line Drivers who work on a mileage basis.
- Unit #2 - Hourly paid workers such as Short-Line, City Pickup and Delivery Drivers, established Hostlers, Dockmen and Helpers. The seniority for City Pickup and Delivery Drivers that are used to supplement the Linehaul shall remain in the Terminal seniority group.
- Unit #3 - Mechanics and Shop Employees.

ARTICLE NO. 5.04

- A. Within each Terminal, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of April 1 and October 1 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.

The Seniority List will contain the name of the employee and the official date he became employed as a Regular Employee of that unit.

ARTICLE 5.05 - LAYOFF PROCEDURE

- A. Junior Regular City P & D and/or Dock employees may work on a "call as required" basis to supplement established shifts within their seniority unit. Such employee shall not be subject to the regular shift proviso as outlined in Article 8.08 of this Agreement, but shall be subject to all other conditions provided in this Agreement for Regular Employees. The number of employees subject to this "call as required" proviso shall not exceed fifteen percent (15%) of the most junior of employees within the seniority unit not on layoff, rounded to the nearest whole number. Employees designated as "call as required" will be posted as such.

The following classifications will be recognized as separate groups for determining "call as required" employee percentages.

- i. Dockmen*
- ii. Pickup and Delivery Drivers*

Terminals with five (5) or less employees will have one employee on the "call as required" basis.

In the event such employee is called and reports for work, he shall be guaranteed a minimum of four (4) hours work, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours work, and if he works in excess of six (6) hours, he shall be guaranteed eight (8) hours work. In the event a regular employee working on a "call as required" basis in accordance with Article 5.05 A works only four (4) hours in a shift, he will then be offered additional work, if available, in the same day ahead of Junior "call as required" and part-time employees in order to complete an eight (8) hours day. There will be no call-in guarantee in addition to the second (2nd) four (4) hours for such employee if he accepts the additional work, and such employee will be entitled to overtime pay after a total of eight (8) hours work in a day.

There must be an eight (8) hour break after the completion of the shift worked before his next shift commences.

"Call as Required" employees who are to report for work between 0800 and 1600 will be notified between the hours 0630 and 0930 and those employees required to report for work between 1600 and 0800 will be notified between 1430 and 1600, or as agreed between the parties.

"Call as Required" employees who do not wish to accept calls to work outside of the above stated call times must indicate this, in writing, to their supervisor. "Call as Required" employees must be available for the above call times at their normal telephone or alternate number. An answering machine is not an acceptable alternative.

Provided the above call times have been adhered to, "Call as Required" work shall be allocated on the basis of seniority and capability (first turn down based on seniority), however, upon reaching the bottom of the "Call as Required" list, the junior employee(s) shall be required to perform the work.

- B. When an employee is laid off for lack of work, then according to seniority, he will have the right to fill, if qualified, any position which is open in one of the other two (2) classifications of employees (units). However, he must return to his initial unit when work is there available. Each employee filling such position shall take seniority position in the new unit as if he were newly hired.

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 rate of pay.

- C. Any employee who has been on lack of work layoff for twelve (12) months or more shall be removed from the Seniority List 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 of the eighteen (18) months for those employees.
- D. Employees re-called to work following a layoff shall be informed by double registered mail and he 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.
- E. In the event of a terminal closure, partial closure, or the expiration of a recall period that results in the termination of the employment of an employee, the Company agrees to pay such employee, regardless of age, severance as stipulated in Section 235(1) (a) and (b) of the Canada Labor Code.

Prior to layoff of employees, the Company shall first advise all the employees of such layoff. If senior employees desire to at this time, they may take a Leave of Absence of not less than thirty (30) days or more than one hundred twenty (120) days which shall eliminate the need for the junior employees immediate layoff. At the expiration of the leave the senior employee shall return to their position.

- F. By mutual agreement, the Parties may implement a Voluntary Layoff process to minimize financial hardship to employees with minimal seniority within the Bargaining Unit facing a layoff position. All requests and agreements within this clause between the Parties must be in writing.

The Employer will notify the Local Union of how many positions are being considered, the names of the effected Members, as well as the expected date for any layoffs.

The Employer will post a notice to the employees of the pending layoffs. The notice will ask for Employees, otherwise unaffected by the layoff, to volunteer to accept a layoff outside of the seniority order. Under no circumstances will the ratio exceed that of one (1) volunteer for one (1) employee facing a layoff. A copy of this notice will be provided to the Local Union.

Should an Employee accept a Voluntary Layoff, the Employer will be required to do the following at the time of layoff:

- The Employer will issue a written notification of recall to the Member, with a copy to the Local Union, with a recall date of no greater length than six (6) months from the date of the layoff.
- The Employee will confirm all contact information with the Employer prior to leaving on the layoff.
- The Employer will provide a R.O.E. coded "A" Laid Off.

Should a recall of Members commence, the following will take place:

- The senior Member on Voluntary Layoff will be recalled first.

- After voluntary members are recalled based on seniority, the normal process of recall will apply to non-voluntary laid off employees.

Recall of any Member on Voluntary Layoff, or laid off under Article 5.05, will be by Registered Mail and telephone.

Under no circumstances will the Voluntary Layoff period of an Employee exceed six (6) months. An Employee may only elect to take a Voluntary Layoff once every calendar year.

In the event of a driver who accepts a voluntary layoff and intends to leave the Country during their voluntary layoff, the employee must declare their intention to leave the country to the Company at the time of the layoff. In such circumstances the recall date stipulated in their recall notice, issued at the time of the voluntary layoff, will be honored and not subject to recall that occurs earlier based on the Company's need. Should the Company need to recall earlier they will move to the next person on the recall list based on Seniority as stipulated in the recall process.

Should a driver who declared their intention to leave the country at the time of voluntary layoff re-establish residency in Canada during the voluntary layoff they must notify the Company and update their contact information immediately.

ARTICLE NO. 5.06 - TRANSFER DUE TO HEALTH REASONS

If an employee, because of health reasons, must seek work in another seniority unit, and if qualified for such work in the new unit, he shall be allowed to use his seniority in his present unit to bump into the new unit. Such employee, who has been medically certified unable to work in his present seniority, and has bumped into another seniority unit, shall be given seniority status in the new unit from his last date of hire in the Company.

An employee may only exercise such bumping option, as outlined above, once in the employee's history with the Company.

ARTICLE NO. 5.07 - TERMINATION OF SENIORITY

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

- i. if he voluntarily quits
- ii. if he is discharged for proper cause.
- iii. if he fails to report for duty after a layoff in accordance with Article 5.05 C.
- iv. in accordance with Article 5.05 D.
- v. if he fails to report for duty for three (3) consecutive shifts without any contact with the Company

ARTICLE NO. 5.08 - OVERTIME AND PART-TIME WORK

A. Shift overtime shall be allocated, wherever possible, on the basis of seniority on 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.

- B. Part-time Employees or hired cartage 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 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 principle may be advanced on a daily basis.
- D. Any Regular Employee who is not required on his regular shift on a daily basis shall be given the opportunity of performing available part-time work, for which he is qualified, and shall be entitled to eight (8) hours work and/or pay, except as provided in Article 5.05 A.

ARTICLE NO. 6.01 - LEAVE OF ABSENCE

- A. When the requirements of the Company's services 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 extensions.
- 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.
- F. An employee who goes to work for the Local Union, that represents the employees in the bargaining unit may apply for a leave of absence from the Company for a period not to exceed ninety (90) days. Such leave will not be unduly withheld and when granted the Company will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such leave. At the expiration of the ninety (90) calendar days the employee must return to his former position or relinquish all seniority rights with the Company.
- G. Marriage Leave - The Employer shall grant, upon written request, up to five (5) consecutive unpaid days off for an employee to attend his/her own wedding.
- H. Special Medical Leave - where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant such unpaid time off, providing the employee has requested such time off at least seven (7) calendar days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellation, and without undo inconvenience to normal operations.

ARTICLE NO. 6.02

- 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, he may retain his 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 his seniority rights by returning to his former unit or relinquish all such Seniority rights.

Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred twenty (120) calendar days prior to exercising that privilege again.

ARTICLE NO. 7.01 - SAFETY CONDITIONS

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 orientation, 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 that 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. The Company will provide its employees with the necessary training and P.P.E. required to perform their duties.

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

- A. Maintenance of equipment
- i. It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition.
 - ii. The Company will not require employees to operate equipment on public streets or thoroughfares that is 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).
 - iii. 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 of the Company promptly, but no later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour. 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 the repair as necessary to conform with the safe and efficient operation of that equipment.

In the event the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.
- E. It shall be the duty of the Maintenance Shop Employees to perform their duties efficiently and as instructed in such a manner that repairs having been made do correct the safety and/or mechanical defect.
- F. In order to provide adequate vision front and rear, trucks and tractors will be equipped with heater and mirrors. Said mirrors to be of a size not less than six inches by twelve inches (6" X 12") or the equivalent. All newly purchased highway tractors will have heated mirrors. All newly purchased trucks and tractors shall have heated defrosters.
- G. Bunks in new tractors for use in Sleeper-Cab operation and ordered by the Company after the signing date of this Agreement, will be not less than twenty-eight inches (28") wide.
- H. The Company shall not require employees to double deck trailers at night in an area without proper lighting. At Terminal installations there shall be not less than two (2) employees involved when -
 - i. Double decking trailers.
 - ii. Tarping the top side of a set-up stake and rack trailer.
 - iii. When an employee requires assistance for setting up a stake and rack trailer.
- I. Drivers will be held responsible to insure that the proper equipment is used when towing another vehicle. Such equipment will be made available by the Company.
- J. All rear-end steering dolly equipment shall have communications to the operator on the tractor and be equipped with heaters.
- K. All Linehaul power shall have a compartment for storing tools in a safe location on that equipment.
- L. The Company will not use gasoline powered forklifts inside it Terminals or into enclosed trailers.
- M. All Terminal docks shall be equipped with safe, properly anchored loading plates.
- N. Truck and trailer bodies shall have installed steps or devices to allow reasonable access to the body. (I.C.C. rear bumpers and stirrup steps for side doors on over-the-road line equipment shall be considered as reasonable access).

ARTICLE NO. 7.02

- A. Wherever possible, the Company agrees to maintain at its Terminal or Maintenance Shops clean, sanitary washrooms having hot and cold running water with toilet facilities available to Terminal and Shop Employees and Line Drivers.
- B. The Company shall provide clean and adequate lunch rooms properly ventilated for its employees at its Terminals where such lunchrooms 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.

ARTICLE NO. 7.03

The Company shall provide First Aid provisions in accordance with the Occupational Health and Safety Act.

ARTICLE NO. 8.01 - PAY AND WORK CONDITIONS

- 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.

ARTICLE NO. 8.02

- A. All Regular Employees covered by this Agreement shall be paid not less frequently than on every other Thursday at the end of the shift which starts on that day, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment.
- B. The Company shall provide each employee covered by this Agreement with Web access to view or print an itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, the total overtime hours worked, the total wages applicable and all deductions made from the gross amount of wages. Employees T4's will be available to them using this Web access. In the event that the employee's employment is terminated, T4's will be mailed to their last known address.

Web access will be provided for Line Drivers to view or print their pay statements with explanation of any alterations. Copies of hourly paid employee's time records will be available to the employee using Web access and will be made available for scrutiny in the event of a disagreement in regard to his pay. Explanation of any alterations made to said time cards will be attached to the altered card.

- C. An employee leaving on annual vacation, shall receive vacation pay in accordance with Article 9.02 of this Agreement for that period of time that he will be on vacation, provided that he takes his vacation at the time stipulated as per Article 9.03. 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 two (2) weeks notice prior to leaving on vacation.

An employee on annual vacation shall receive their vacation pay as part of the regular Company pay cycle, in accordance with Article No. 8.02 A. of this Agreement.

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

ARTICLE NO. 8.03

If an error occurs in the payroll computation of an employee's pay and the amount is equal to one day's pay or more, he 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 his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period.

ARTICLE NO. 8.04

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.

ARTICLE NO. 8.05

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

ARTICLE NO. 8.06

When a Regular Terminal or Maintenance Shop 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, except as provided in Article 5.05 A.

ARTICLE NO. 8.07

When an employee from a higher rated classification is required to work temporarily or until re-classified at a lower rated 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.

ARTICLE NO. 8.08

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, however the employee's shift may be changed during the week only in accordance with the provisions of Article 5.05 A.

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. Any hours worked prior to his regular starting time or after his regular quitting time shall be paid for at the overtime rate in excess of eight (8) hours in that day.

ARTICLE NO. 8.09 - 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, nor more than one (1) hour in any one (1) day. No employee shall be required to take more than a thirty (30) minute meal period except when instructed to take one (1) hour between the hours of 12:00 noon and 1:00 p.m.

When a City Pickup and Delivery Driver is instructed to stay with his equipment in a lineup waiting to load or unload during his lunch period. Such time shall not be deducted from his total hours worked in that day.

- 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. Employees working a compressed work week, four (4) ten (10) hour days, shall not be compelled to take his lunch period before he has been on duty four and one half (4 ½) hours or after he has been on duty six (6) hours.

ARTICLE NO. 8.10 - BREAKS

An hourly rated employee shall be entitled to one (1) 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, OR

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.

ARTICLE NO. 8.11

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.

ARTICLE NO. 8.12 - 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" X 4"). Said label may be attached to the glass area, provided the Company's safety department agrees it will not obstruct vision.

ARTICLE 8.13 - 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 and either coveralls or smocks as deemed appropriate and safe for the handling of the specific commodity.
- 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. When an employee is required to handle sides or quarters of beef or pork of a size that cannot be safely handled by one man, he shall be supplied necessary assistance which shall be arranged prior to his departure from the Terminal.
- E. Maintenance Shop Employees and Company established Hostlers when required, shall be provided with five (5) pair of clean coveralls per week. The cost of these coveralls shall be borne by the Company.

The Company will provide a raincoat at each Company Maintenance Shop and at each Terminal where the Company maintains established Hostlers.
- F. The Company will provide insulated coveralls and raincoats for all yard employees.
- G. Effective January 1, 2014 The Company shall reimburse all regular employees after one (1) year of continuous service and every twelve (12) months, thereafter, one hundred and twenty five dollars (\$125.00), towards the purchase of CSA approved safety shoes or boots, upon the written submission with proof of purchase by the employee. To purchase a higher quality boot, any employee may combine two (2) years of safety footwear allowance.

ARTICLE NO. 9.01

All employees shall receive:

- A. Two (2) weeks vacation with pay after the completion of each calendar year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- B. 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 wages paid that employee during the year in which he qualifies for such vacation, or
- C. Who have completed nine (9) calendar years of continuous service with the Company 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 wages paid that employee during the year in which he qualifies for such vacation, or
- D. Who have completed fifteen (15) calendar years of continuous service with the Company shall receive in the next succeeding year and each year thereafter, five (5) weeks vacation with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- E. Who have completed twenty-five (25) calendar years of continuous service will the Company shall receive in the next succeeding year, and each year thereafter, six (6) weeks vacation with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which he qualifies for such vacation. Such vacation must be taken between November 1 and April 1.

ARTICLE NO. 9.02

- 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. Senior employees shall not unreasonably hold of booking their vacations in order that less senior employees have the opportunity to plan and book vacations in this time frame.

- B. Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before February 28. 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. The Company shall post the final vacation schedule by April 1, and shall remain posted for the balance of the year.

Effective July 1, 2011 – Employees with three (3) or more weeks vacation entitlement, shall have the option, when approved by the Company, of taking one (1) week of their vacation on a daily basis. The choice of such employees to exercise this option will not have any effect on the established percentages as outlined in Article 9.02 C. Employees selecting their one (1) day options may only do so after such time as all employees have selected their full weeks vacation as outlined in Article 9.01. Daily options are excluded during weeks where a statutory holiday occurs as per Article 10.01.

- 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%) in each classification to the nearest employee, up or down with a minimum of one (1) employee in each classification and a maximum of ten (10) employees in each classification.

- D. The following classifications will be recognized as separate groups for determining allocation of vacation:

- i. Dockmen
- ii. Pickup and Delivery Drivers
- iii. Linehaul Drivers
- iv. Maintenance Shop Employees

- E. The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1 of each year.

ARTICLE NO. 9.03

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.

ARTICLE NO. 9.04

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

ARTICLE NO. 10.01 - GENERAL HOLIDAYS

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	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Family Day		

Effective 2017, Northwest Territories Aboriginal Day will be included in the list of General Holidays. It is understood that employees in the Northwest Territories will only observe the Aboriginal Day and not the Alberta Family Day and vice versa.

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.

ARTICLE NO. 10.02

Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the General Holidays as listed.

Line Drivers will receive ten (10) hours pay.

ARTICLE NO. 10.03

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, or is absent on Weekly Indemnity or compensation.
- B. Employees who have been laid off for lack of 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.

ARTICLE NO. 10.04

In the event a Regular 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.

ARTICLE NO. 10.05

- 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 other than Victoria Day, Canada Day, the Provincial or Territorial August General Holiday, or Labour Day falls during an employee's vacation, the employee will be allowed a day off without pay in lieu of such General Holiday either immediately preceding or immediately following his vacation period. Such day off without pay in lieu of a General Holiday will be designated on the final vacation schedule.

In the event Victoria Day, Canada Day, the Provincial or Territorial August General Holiday or Labour Day fall during an employee's vacation, the employee will be allowed the following options:

- 1. Be paid for the General Holiday at the time vacation is taken and not take a day in lieu for the General Holiday.

2. Take a day in lieu of the General Holiday in the period between October 1st and February 28th, which day shall be scheduled on a day mutually agreed on by the Company and the employee. If this option is chosen, the General Holiday pay will be paid at the time the General Holiday happens.

The option chosen must be requested in writing at the time the employee's vacation is booked.

**ARTICLE NO. 11.01 - COVERS ALL EMPLOYEES ENGAGED IN OVER-THE-ROAD OPERATIONS
- SINGLE AND SLEEPER CAB**

- A. All employees engaged in over-the-road operations, Single and Sleeper-Cab shall be subject to all the terms and conditions provided by this Agreement, save as herein expressly provided.
- B. Local Terminal work and city pickup and delivery service are not subject to the terms and conditions of this Article, but are subject to Pickup and Delivery Appendix hereunto annexed and forming part of this Agreement.
- C. In respect to drivers making pickups and/or deliveries at Terminals, drivers engaged in over-the-road operations, including operators of lease equipment and Contract Haulers, shall not be asked to load or unload freight or perform any other duties at a place where the Company maintains a Terminal. Drivers may however, be permitted to load or unload freight where such loading or unloading is made outside the normal hours when the Terminal is operated or when contractual Terminal employees are not in the Terminal.
- D. Job applicants for the position of Line Driver hired from sources outside the Company on trial trips and/or instructional trips and employees of the Company that have completed the training program for the position of Line Driver as agreed between the Company and a Local Union and who have been recommended for that position, will be paid for the final instructional trips at a rate of five cents (5¢) per mile less than the Single-Man rates as specified in this Agreement. Such trips to be made with qualified drivers and/or trainers and will not exceed a total of two thousand (2000) miles on Single-Man operation. Line Drivers will be paid five cents (5¢) per mile above the Single-Man rate as specified in this Agreement on trips when he performs the function of trainer or instructor under this Article.

ARTICLE NO. 11.02 - LINE DRIVERS CALL TIME

- A. Employees shall be given at least two (2) hours notice when ordered to report for duty at both the home Terminal and at the end of the run where he has been effectively released from duty by the Company.
- B. When an employee has been called for duty and has begun his trip or tour, he shall be guaranteed a minimum of eight (8) hours work and/or pay at the hourly Work Time rate for the trip or any portion thereof.
- C. When an employee reports for work after being called and no work is available, he shall receive a minimum of ten (10) hours pay at the Work Time rate.
- D. When an employee reports in accordance with an established reporting time and no work is provided, he will receive a minimum number of hours pay (ten (10) hours) UNLESS he has been notified at least two (2) hours ahead of the regular reporting time that no work is available. Any employee who has an established reporting time and is unable to report for duty as required for any reason, will advise the Company representative at least two (2) hours ahead of his reporting time.

ARTICLE NO. 11.03

- A. The Company will notify all drivers between the hours of 17:00 and 19:00 who are off duty at their home Terminal and endeavour to advise them if they are to report for duty between the hours of 19:00 and 07:00. If the driver will not be at his normal residence, he will notify the Duty Dispatcher of an alternate contact number.
- B. In the event a driver will not be available at his contact point after his rest period has expired, he will notify the dispatcher.
- C. Drivers who are off duty at their home Terminal before 12:00 hours on a Saturday and who are to be called to work prior to 24:00 hours Sunday, shall be notified on Saturday for a time of dispatch. It will be the driver's responsibility to contact the dispatcher by 12:00 hours Saturday or prior thereto if he will not be available for call at his normal contact point at that time.

ARTICLE NO. 11.04 - WORK TIME

Work Time shall include, but not be limited to loading, unloading, repairs of equipment, chaining, unchaining, time spent on ferries or boats and when drivers are required to stay with the equipment. When the driver performs the function, of fuelling at Company pumps and key pumps, hooking up, unhooking, switching or complete interchange of equipment, including the equipment check prior to a trip or tour or at intermediate points in a trip or tour when equipment is switched, and/or a complete interchange of equipment is made will be included as Work Time. Checking of equipment en route is included in the composite mileage rate as laid out in Article No. 11.08.

ARTICLE NO. 11.05 - DEAD HEAD

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

- A. All hours travelling on public transportation from the point dead head commenced to the destination point designated by the Company, shall be paid for at his regular straight time hourly rate plus the subsistence allowance if applicable and the cost of such transportation.
- B. Each employee who is covered by this Agreement and who is required by the Company to ride on Company equipment in a dead head manner, will be paid the regular straight time hourly rate for all hours spent in riding such equipment.
- C. The Company shall bear the moral obligation for the proper attention, care of an appropriate transportation home, if required, to an employee who is injured or becomes ill while away from his home Terminal.

ARTICLE NO. 11.06 - WAIT TIME

- A. For all time waiting to load or unload, waiting for equipment to be repaired, waiting for roads to be cleared and waiting at turnaround points on Single-man operations where there are public facilities and conditions available (i.e. restaurants, coffee shops, motels, etc.) to make it safe and possible that the driver does not have to remain in the equipment, will be paid Wait Time with a maximum of ten (10) hours pay for waiting time in each twenty (20) hour period.

Wait Time is clarified as follows: Wait Time is not accumulative. For the purpose of determining Wait Time pay, each stop shall be considered a separate waiting period.

In no event shall Wait Time exceed ten (10) hours for each stop in any twenty (20) hour period. When a driver is held more than one (1) day, he shall receive pay for the first ten (10) hours of each twenty (20) hour period.

- B. All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial, City or State regulations, shall be paid for at regular applicable Wait Time rate in this Agreement. To the best of his ability, it shall be the duty of the employee to ascertain that he is not hauling an overload, and to ascertain that he has all the necessary and required licenses, certificates and permits before leaving the Company Terminal, provided however, that the Company shall arrange for all permits to be made available to its employees.

ARTICLE NO. 11.07 - LAYOVER

- A. In the event that drivers are required to layover during any one round trip or tour away from their home Terminals, they shall be compensated for layover time as follows, it being understood that layover time shall not be accumulative, but shall mean only one layover on such round trip or tour, save and except in the case of accident or breakdown whereby the layover point may be extended to a point beyond the original designated layover point.

For the first twelve (12) hours of each layover - no pay [See Appendix "E" Section (h)].

For the next ten (10) hours rates as stipulated in this Agreement.

For the next ten (10) hours - no pay.

For the next ten (10) hours, rates as stipulated in this Agreement and continuing on the same basis for each twenty (20) hour period. [See Appendix "E", Section (h)].

- B. The layover point is to be designated on a driver's original orders prior to his dispatch from home Terminal, save and except in the case of accident or breakdown, whereby the layover point may be extended to a point beyond the original designated layover point.
- C. When drivers arrive at a layover point and are to be placed on layover, they will be so advised on arrival or otherwise placed on Wait Time, save and except where the drivers have been previously instructed on their driver's orders.

If the Driver Team is released from duty and when required to return to work within four (4) hours, they shall be paid Wait Time for the hours booked off.

ARTICLE NO. 11.08 - COMPOSITE MILEAGE

- A. Mileage rates are laid out by areas and will be paid for as such and they are composite mileage rates to compensate for duties performed in normal operations which include driving, checking equipment en route and reports.
- B. The official Provincial, Territorial and/or State Mileage will be used as a guide to determine the number of miles driven. The authority to determine the number of miles driven shall be the Department of Highways of the various Provinces, Territories and/or States.
- C. In the event of a discrepancy between the miles as provided by "B" above and the actual miles driven, the designated representatives of the parties will meet to resolve the discrepancy. In the event of a failure to resolve the discrepancy, the designated representatives will, together, measure the disputed mileage within fourteen (14) days following such meeting. Such measured mileage will be implemented at the start of the pay period immediately following the measurement.

Driving of a tractor without trailer shall be paid for on the same basis as driving Tractor-Trailer.

ARTICLE 11.09 - OFF-HIGHWAY MILES AND OVER DIMENSION LOADS

- A. All trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the applicable mileage rate provides less than the hourly rate for the total driving time on a particular trip. The onus is upon the driver to question the rates of pay by marking his trip or tour pay claim accordingly.

If a Sleeper Team is used on a load that is restricted to a speed of thirty-five (35) miles per hour or less by conditions of a Government issued Permit for oversize and/or overweight loads, the Driver Team shall receive one and one-half (1 ½) time the domicile Work Time rate equally divided between the drivers for that portion of the tour which is so restricted. It shall be the responsibility of the drivers to claim such hourly rate by marking their pay claim accordingly.

- B. Runs which include both the highway miles and off-line bush miles, will be paid for in the following manner:

Mileage rates for main highway miles and hourly rates for bush miles.

ARTICLE NO. 11.10 - DISPATCH RULES

- A. All drivers and operators of equipment shall be dispatched according to agreed upon and posted Local Dispatch Rules. Failure to agree on such dispatch rules, such rules then shall be referred to the Grievance Procedure. The Company and the Union will meet once annually to review the dispatch rules.
- B. Time lost when a driver is available but not dispatched in proper order under agreed upon Local Dispatch Rules between the Company and the Union - he shall be paid at the hourly rate from the time he should have been dispatched until actual time of departure on a trip and/or tour, with a maximum of ten (10) hours at the applicable Work Time rate for the initial twenty-four (24) hours and continuing on the basis of the first ten (10) hours in each twenty-four (24) hour period thereafter at the applicable Wait Time rate.

In no event shall the penalty pay provided herein exceed the amount of earnings the employee would have received for that trip or tour for which he is claiming runaround.

ARTICLE NO. 11.11 - SINGLE-MAN TRIP

- A. For definition purposes, the word "trip" will be used when referring to Single-Man operation. A Single-Man trip is considered from point of dispatch to point of rest, layover or book-off.
- B. The regular hours of work for employees engaged on Single-Man operations shall be ten (10) hour per trip. The Company shall pay for all time driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the layover and Wait Time but is calculated on the driving and Work Time only. Overtime rate after ten (10) hours work and driving will be one-half (1/2) the domicile rate PLUS the mileage rate.
- C. No Single-Man Driver shall be called for dispatch until he has been off duty eight (8) hours excluding call time after completing a trip. Single-Man Drivers are obligated to take the full off duty time for rest as provided in this Article when effectively released from duty or when and where instructed to take a rest period.

Drivers held and/or waiting at a point other than the home Terminal or layover point in excess of the eight (8) hour rest period and two (2) hour call time, will be paid Wait Time for hours in excess of the full ten (10) hours allowed, as stipulated in the Wait Time clause. If a driver is called before he has completed his eight (8) hours rest period, he shall receive Wait Time pay for those hours he was booked off.

- D. Single-Man Drivers when required and authorized to purchase hotel or motel accommodations at points where the Company does not maintain a Terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At Terminal points where Single-Man Drivers are placed on layover or rest, the Company reserves the right to designate hotel or motel accommodations and will provide transportation to and from such accommodation. Cost of such accommodation will be borne by the Company.

ARTICLE NO. 11.12 - SLEEPER-CAB TOUR

- A. For definition purposes, the word 'tour' will be used when referring to Sleeper-Cab operation.
- B. Sleeper-Cab operation shall be performed by two (2) drivers. The Company shall designate the home Terminal of each Driver Team and designate the routes to be travelled on each tour from home Terminal to destination and return to home Terminal and each driver shall be paid for driving one-half (1/2) the mileage the vehicle travelled in making the tour.
- C. Once Driver Teams are established, it is understood that they are not to be separated unless mutually agreed to by the Company, the Union and the Driver Teams involved, except in case of emergency or reduction in forces or temporary training.
- D. Only two (2) men shall be permitted in Sleeper-Cab equipment at any time except in case of emergency, or where new type equipment is put into operation. In no event shall a Driver Supervisor or other authorized personnel be in the cab in addition to the two (2) drivers for more than three hundred (300) miles.
- E. No driver under this Agreement shall be placed on layover if routed on any tour with outbound mileage under five hundred (500) miles.
- F. The Company may use a Sleeper-Cab Driver or Team to effect a Single-Man operation but will not do this when it adversely affects the Single-Man Board or when it creates excessive layover time for Sleeper-Cab Drivers.
- G. Except in cases of emergency, Sleeper-Cab Drivers shall be entitled to have a minimum of four (4) hours off duty excluding call time after completion of their tour.
- H. No Sleeper-Cab Driver shall be allowed to take a Single-Man trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty. Rest time does not include time in the Sleeper-Cab bunk.
- I. Sleeper Teams, when required and authorized to purchase hotel or motel accommodations at points where the Company does not maintain a Terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At Terminal points where Sleeper Teams are placed on layover or are required to wait for schedules that require them to have sleeping accommodation, the Company reserves the right to designate hotel or motel accommodations and will provide transportation to and from such accommodation.

Costs of such accommodation will be borne by the Company.

ARTICLE NO. 11.13 - TERMINAL CLOSURE

- A. When a Terminal is closed or partially closed and the work of the Terminal is transferred to another Terminal in whole or in part, an over-the-road driver at the closed or partially closed down Terminal shall have the right to transfer at the Company's expense to the Terminal into which the work was transferred if work is there available.

Payment is conditional upon completion of ninety (90) calendar days of continuous service at the new location. Fifty percent (50%) of the expense will be paid upon completion of transfer and the balance upon completion of ninety (90) calendar days service with the Company from the date the move is completed.

- B. Such employees within a Local Union jurisdiction will be dove-tailed into the seniority lists as of the dates they first become employees in their classification.
- C. When the work is transferred from one Local Union's jurisdiction to another Local Union's jurisdiction, those Local Unions and the Company shall meet to determine the seniority rights position of the employee or employees.
- D. Whenever a man is transferred at the request of the Company his reasonable moving expense shall be borne by the Company.
- E. For the purpose of this Article, "expense" is defined to mean the cost of moving normal household goods and chattels up to a maximum of one thousand (1,000) cubic feet.
- F. When the Company contributes to the cost of moving, it shall have entitlement to select the mover.

ARTICLE NO. 12.01 - OTHER UNION CONTROVERSY

- 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 program 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. 13.01 - VALIDITY OF ARTICLES

- A. If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law or by any 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. 14.01 – SHOP STEWARDS

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 advise the Company, in writing, of the names of the Shop Stewards who shall be employees who have completed their probationary period, at the time of signing of the Agreement, and within five (5) days of any change of employees selected to so act during the term of this Agreement.

Shop Stewards shall be permitted to take up grievances during work hours, without loss of pay. The Employer agrees to recognize Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and/or grievances to the Manager.

The Employer agrees to make available Shop Stewards, to the Union, upon request, for the purpose of negotiating the Collective Agreement. The Company and the Local Union will share this cost equally.

The Company will recognize the Shop Stewards as the representatives of the employees, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

Alternative Stewards - The Company agrees to recognize any employees, selected by the Union to act as Alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work.

If the Company disciplines or discharges the Shop Steward, the Union shall be advised prior to such discipline or discharge, and the Steward shall have the right to representation from his Chief Steward or Union Business Agent.

ARTICLE NO. 15.01 - GRIEVANCE PROCEDURE

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

“Grievance” means a complaint or claim concerning improper discipline or discharge or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of Employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.

Policy Grievances

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of the Agreement.

A "Policy Grievance" will be signed by a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their Representative.

Any grievance referred to above will identify:

- i) The facts giving rise to the grievance;
- ii) The section or sections of the agreement claimed to be violated;
- iii) The relief requested; and
- iv) Where practical, will be signed by the Employee or Employees involved unless it is a policy grievance.

All the time limits referred to in the grievance procedure herein contained will be deemed to mean work days. A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such unilateral declaration from where they left off at the last step filed by either Party, the Parties may agree in writing to extend the time limits at any time.

No Employee will have a grievance until the Employee has discussed the complaint with their on duty Supervisor. An Employee covered by this Agreement may informally discuss a problem with their Supervisor at any time. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union Representative. The resolution of a problem reached by the Employer and an Employee shall not be binding on the Union. If the Employer does not promptly settle the matter to the Employee's satisfaction; an Employee's proper grievance may be processed as follows:

The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition beyond the below referenced time limits, after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the Parties hereto relating to the interpretation, application or administration of this Agreement.

STEP 1 - It is understood and agreed that an employee does not have a grievance until the employee has discussed the matter with the Manager or the other Supervisory Personnel acting in this capacity, and given the Manager an opportunity of dealing with the complaint. The Manager's decision shall be made known to said employee within twenty-four (24) hours.

Time limit to institute grievance:

- | | | |
|----|-----------------------|------------------|
| a. | Termination or layoff | Ten (10) days |
| b. | All others | Thirty (30) days |

STEP 2- Failing settlement under Step 1, such grievance shall be taken up between the Company Supervisor and a Shop Steward or Local Union representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

STEP 3 - Failing settlement under Step 2, such grievance and any question or controversy that is not of a kind that is subject to Steps 1 and 2 the grieving party shall reduce the grievance to writing and it will be referred to and taken up in a presentation to a Grievance Board, hereinafter referred to as the "Board". Such Board shall consist of two (2) Union representatives appointed by the Secretary-Treasurer or higher authority of the Union and two (2) representatives of the Company appointed by an officer of the Company.

Appointments to the Board by the parties shall be in writing. All members of the Board shall have been duly appointed and so authorized, 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 Employer providing for an extension of time in setting a firm meeting date, Step 3 must be completed within ten (10) calendar days from the completion date of Step 2.

In all such Grievance Procedures, the Union representative shall act in the capacity of Chairman of the meetings, and the representative of the Company shall act in the capacity of Recording Secretary.

All copies of all Minutes shall be signed and dated by both the Union and the Company.

STEP 4 - Grievance Panel - Whereas the Company and the Union have agreed to a grievance procedure as provided in Article No. 13 of the Collective Agreement, and

Whereas the Company and the Union wish to institute an additional procedure for the resolution of grievances

Therefore, the Company and the Union agree as follows:

- 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.
- The Grievance Panel shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications as set out in Schedule 1 and Schedule 2, hereto attached.

STEP 5 - 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 shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding on the two Parties to the dispute.

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

ARTICLE NO. 16.01 – MENTAL HEALTH AWARENESS

The Employer agrees to participate in the promotion of Mental Health Awareness of Employees in the workplace. The Employer agrees to participate in cost sharing of the CMHA “Safe and Sound” seminar to the maximum expenditure of one thousand five hundred dollars (\$1500.00) once in the term of the Agreement.

ARTICLE NO. 17.01 - TERMINATION

This Agreement shall be in full force and effect from the first (1st) day of May 2017 until the thirtieth (30th) day of April 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 thirtieth (30th) day of April 2021, or immediately preceding any succeeding thirtieth (30th) day of April 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 sub-Section 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 ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

APPENDIX "A"

COVERS RATES OF PAY FOR ALL SINGLE-MAN AND SLEEPER-CAB DRIVERS

SECTION 1. MILEAGE RATES (CENTS PER MILE)

Classification	Current
Linehaul Single Driver - cents per mile	58.93
Subsistence Single Driver - cents per mile	2.25
Linehaul Double Team - cents per mile	65.93
Subsistence Double Team - cents per mile	3.00

When operating units with more than five (5) axles, the mileage rate in (a) and (b) above will be increased by one cent (1¢) per axle for each additional axle over and above the fifth axle.

**May 1, 2018 of this Agreement will be subject to the following formula;

- (i) If "Oil Price" is less than sixty-five dollars (\$65.00) no wage increase,
- (ii) If "Oil Price" is sixty-five dollars (\$65.00) or greater but less than eighty-five dollars (\$85.00), one-half (1/2) of the total CPI Change multiplied by the Class 1 P & D gross hourly wage rate stipulated in the Collective Agreement with mileage rates calculated accordingly.
- (iii) If "Oil Price" is eighty-five dollars (\$85.00) or greater but less than one hundred and five dollars (\$105.00), one-half (1/2) of the total CPI Change and two percent (2%), multiplied by the Class 1 P & D gross hourly wage rate stipulated in the Collective Agreement with mileage rates calculated accordingly.
- (iv) If "Oil Price" is one hundred and five dollars (\$105.00) or greater, one-half (1/2) of the total CPI Change and three percent (3%) multiplied by the Class 1 P & D gross hourly wage rate stipulated in the Collective Agreement with mileage rates calculated accordingly.

SECTION 2. RATES OF PAY (HOURLY) WORK TIME, WAIT TIME & LAYOVER (DOMICILE RATE)

Classification	Current
Work Time	\$25.58
Wait time	\$24.19

Definitions and Applications

- a) "CPI Change" shall be the average percentage change in the Alberta All Items Consumer Price Index, over the calendar year prior to the year of a calculation, as posted on Statistics Canada. The index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/cpis01j-eng.htm>
- b) "Oil Price" shall be the average of the daily prices posted for West Texas Intermediate, in current \$US, over the months of *February through April for a May adjustment calculation. The prices to be used will be those published on Independent Statistics & Analysis / U.S. Energy Information Administration www.eia.gov

SECTION 3 - HOTEL ACCOMMODATIONS

The Company shall supply, at no cost to the employees, suitable accommodations for all drivers required to rest or layover away from their home Terminal.

APPENDIX "B"

COVERS HOURS OF WORK, OVERTIME PROVISIONS AND RATES OF PAY FOR ALL SHORT-LINE, CITY PICKUP AND DELIVERY DRIVERS, DOCKMEN, MECHANICS AND MAINTENANCE SHOP CREWS IN ALBERTA AND THE NORTHWEST TERRITORIES

SECTION 1. HOURS OF WORK

- (a) Alberta and the Northwest Territories. Based on a forty (40) hour work week.

The maximum hours of work for all Short-Line Drivers, Dockmen, Mechanics and Maintenance Shop Crews 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 Article No. 8.09 for any five (5) consecutive days.

Except employees who work a swing shift, at swing time, such employees shall be excluded from the following provision:

Two (2) consecutive days off.

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. Employees working such schedule between Monday and Friday will be subject to a twenty-five cent (25¢) per hour premium. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours in a day. Employees working the four (4) days work week on days between Monday and Friday inclusive, must have Saturday and Sunday as their regular days off, and a third (3rd) 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 (3) 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.

- (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 or Maintenance Shop 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 Rate 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 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 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.

All hours worked on a call-out or call-back basis 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 and at the regular starting time of his regular shift, whichever is later. Such time is not to exceed one (1) hour.

(f) Employees unavailable for their established shift must contact the Company within two (2) hours of the shift start time.

SECTION 2. RATES OF PAY - ALBERTA AND NORTHWEST TERRITORIES

(a)

Classification	Current
Class 1 P & D Drivers – full time	\$25.53
Class 3 & 5 P & D Drivers and Dockworkers – full time	\$24.51
Drivers and Dockworkers - part time	\$16.80

** See May 1, 2018 possible wage increase;

(b) **Maintenance Shop Crews**

Classification	Current
Mechanics and Welders with trade cards (HET)	\$33.51
Trailer Mechanics with trade cards	\$30.61
Tiremen and non-licensed Servicemen	\$23.15

** See May 1, 2018 possible wage increase;

Term / Wages & Earnings

Definitions and Applications

a) "CPI Change" shall be the average percentage change in the Alberta All Items Consumer Price Index, over the calendar year prior to the year of a calculation, as posted on Statistics Canada. The index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/cpis01j-eng.htm>

b) "Oil Price" shall be the average of the daily prices posted for West Texas Intermediate, in current \$US, over the months of *February through April for a May adjustment calculation. The prices to be used will be those published on Independent Statistics & Analysis / U.S. Energy Information Administration www.eia.gov

** May 1, 2018 of this Agreement will be subject to the following formula;

- (i) If "Oil Price" is less than \$65, no wage increase.
- (ii) If "Oil Price" is \$65 or greater, but less than \$85, one-half (1/2) of the total CPI Change multiplied by the Class 1 P&D gross hourly wage rate stipulated in the Collective Agreement.
- (iii) If "Oil Price" is \$85 or greater, but less than \$105, one-half (1/2) of the total CPI Change and two percent (2%), multiplied by the Class 1 P&D gross hourly wage rate stipulated in the Collective Agreement.
- (iv) If "Oil Price" is \$105 or greater, one-half (1/2) of the total CPI Change and three percent (3%), multiplied by the Class 1 P&D gross hourly wage rate stipulated in the Collective Agreement.

Any Heavy Duty Mechanic that holds a valid Commercial Vehicle Inspection Certificate shall be entitled to a two dollar (\$2.00) per hour premium over and above the regular hourly rate as outlined within this appendices.

Any Trailer Mechanic that holds a valid Commercial Vehicle Inspection Certificate shall be entitled to a one dollar (\$1.00) per hour premium over and above the regular hourly rates as outlined within this appendices.

Washperson will be paid the same rates as full-time dock and driver employees.

Apprentice Mechanics - All areas

- 1st year Apprentice - 60% of rate for Mechanic with Trade Card.
- 2nd year Apprentice - 70% of rate for Mechanic with Trade Card.
- 3rd year Apprentice - 80% of rate for Mechanic with Trade Card.
- 4th year Apprentice - 90% of rate for Mechanic with Trade Card.

Must attend and eventually graduate from an accredited Vocational or Apprentice Program under Provincial (or Federal) Government jurisdiction in order to qualify as a Mechanic with Trade Card.

All apprentices with a minimum of one (1) year of service in the Maintenance Department who must attend school for the purpose of qualifying under their apprenticeship shall be allowed a Leave of Absence from the Company for this time (excluding periods between November 1st and February 28th/29th). Such Employee on Leave of Absence shall first be compensated by having the affected employee file for Employment Insurance. Upon successful completion of each term, the Company shall top the EI payments to reflect forty (40) hours per week at their normal rate of pay and the addition of Health and Welfare and Pension contributions.

The maximum number of Apprentices to be employed in any one Shop will be two (2) Apprentices for every one (1) Journeyman.

(c) Night time Differential for Dock, Pickup and Delivery, and Maintenance Shop Crews

For all shifts commencing between the hours of 14:59 and 04:59, a night time differential over and above the job classification will be paid to those regular Dock and City Pickup and Delivery Drivers and Maintenance Shop Employees who work such shifts at one dollar and twenty-five cents (\$1.25) per hour.

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

- (d) Rate of Pay for Lead Man (Chargehand) shall be one dollar and fifty cents (\$1.50) per hour over and above the classification of employees for which he is Leadman.

SECTION 3. MECHANICS TOOL INSURANCE

The Company agrees to provide a maximum of five thousand dollars (\$5,000.00) tool insurance per Mechanic to cover loss of tools due to:

- (a) Fire on Company premises.
- (b) Theft resulting from break-in to the Company premises and/or the Mechanic's tool box.

To be eligible, the Mechanic must supply the Company with an inventory of his tools and their cost, on or before January 1, in each year.

New employees must supply an inventory within thirty (30) days of commencement of employment and each January 1, thereafter.

SECTION 4. 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's qualifications, requirements and who apply for employment.

SECTION 5. PART-TIME EMPLOYEES GUARANTEE

- (a) When a Part-time Terminal or Maintenance Shop Employee is called and reports for duty he shall be guaranteed a minimum of four (4) hours work and/or pay.
- (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) There shall be no more than two (2) posted starting periods per day in each Terminal for Part-time Employees. The starting periods shall be negotiated at Terminal level and will cover a time span of two (2) hours each.
- (d) Work performed on Saturdays and Sundays shall be on a ratio not to exceed two (2) Part-time Employees to one (1) regular Employee.

SECTION 6. VACATION RELIEF EMPLOYEES

All employees who are hired for vacation relief during the vacation season (May 1st to October 31st), shall be regular employees classified as vacation relief employees. However, any such laid off vacation relief employee shall be given the opportunity to have his name placed on the part-time employee roster, in accordance with his last date of hire. When such an employee is laid off, during or at the end of the vacation season, Article 5.05, 5.07 and 5.08 will not take effect.

Said employee will not be eligible for the terms and conditions of the Health and Welfare benefits. However, the start date of their vacation relief shall be used when determining the eligibility period should the employee advance to full-time status.

The Company may hire "vacation relief" employees during the vacation season, (May1 to October 31) to supplement the linehaul drivers' work force.

APPENDIX "C"

COVERS HEALTH AND WELFARE PLAN, ALBERTA AND THE NORTHWEST TERRITORIES

SECTION 1.

The Company shall establish and operate a Health and Welfare Plan covering members of the Union, from time to time employed by the Company, and subject to the conditions contained herein and to the following eligibility conditions.

- (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 from that date.
- (b) Any employee who is hired by the Company for regular full time employment, after the effective date of the Health and Welfare Plan shall join the Plan on the first day of the month immediately following completion of ninety (90) days employment with the Company.
- (c) Notwithstanding the provisions of Sub-Section (b) of this Section 1, any employee who is hired by the Company for regular full time employment after the effective date of the Health and Welfare Plan shall join the Plan the day he is so hired, provided that within the previous thirty (30) day period he was a participant in the comparable Health and Welfare Plan of another Company, which is a party to an identical agreement to this Agreement, provided he so advises the Company at time of hiring.

SECTION 2.

The Plan shall provide the following benefits:

- (a) Group Insurance with a life insurance company licensed to operate in Canada providing the following minimum coverage for members who join:
 - i. Life Insurance Coverage, covering death from any cause, in the amount of \$40,000.00. Effective July 1, 2014 this amount increases to \$50,000.00
 - ii. Accidental Death and Dismemberment Coverage for loss, within ninety (90) days of an accident, of life, limb or sight, according to the following schedule:

Loss of life	\$40,000.00 (July 1/14 \$50,000.00)
Loss of both hands or both feet or sight of both eyes	\$25,000.00
Loss of one hand and one foot	\$25,000.00
Loss of one hand and sight of one eye	\$25,000.00
Loss of one foot and sight of one eye	\$25,000.00
Loss of one hand or one foot or sight of one eye	\$12,500.00

- iii. Non-occupational Weekly Indemnity Coverage equal to current Employment Insurance (EI) rates, per week, commencing on the first (1st) day of necessary absence from work due to accident and on the fourth (4th) day of necessary absence from work due to sickness, continuing for a maximum of twenty-six (26) weeks during any period of disability. Period of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least one (1) full week.
- iv.
 - a) It shall be the responsibility of the Company to provide the employee the necessary Health and Welfare forms.
 - b) It shall then be the responsibility of the employee to cause such forms to be filled out and completed by his doctor in order they can be processed in order.
 - c) The Company shall cause the insurance carrier to remit payments due the employee not less frequently than his normal pay periods.
- (b) Medical, Surgical and Obstetrical coverage in accordance with the standard plan of service in the Province or Territory in which the employee is domiciled.
- (c) Major Medical or Extended Health Benefits Coverage for expenses resulting from illness or injury which may not be covered under the basic Provincial or Territorial Medical or Hospital Plans.

This coverage has a twenty-five dollar (\$25.00) deductible after which there is one hundred percent (100%) reimbursement of eligible expenses. Effective July 1, 2014 Vision Care Benefits are included under the Plan to a maximum of three hundred dollars (\$300.00) in any twenty-four (24) month period for the employee or for any registered dependent of the employee.

Dependent children to age seventeen (17) years will have coverage to a maximum of three hundred dollars (\$300.00) provided a letter is provided from a certified eye specialist advising of a special problem with visual acuity. This amount will include replacement of frames only when the old frames cannot be adapted to the new lens.

SECTION 3. DENTAL COVERAGE

A Dental Plan shall be provided under the following provisions:

- (a) ninety percent (90%) coverage for basic dentistry for the employee, his spouse and dependent children, ages one (1) to eighteen (18) years, inclusive.
- (b) seventy percent (70%) coverage for Prosthetic and Restorative Benefits for the employee, his spouse and dependent children, ages one (1) to eighteen (18) years inclusive, to a maximum of one thousand dollars (\$1,000.00) per patient per calendar year.
- (c) 50% coverage for Orthodontics for dependent children to age seventeen (17) years. Lifetime maximum per patient is two thousand dollars (\$2000.00). Appliances lost or broken will not be replaced under the Plan.
- (d) Coverage for dependent children to age twenty-five (25) under the schedules outlined in (a) and (b) above shall remain in effect provided the dependent child is attending a recognized educational institution or is mentally infirmed.

SECTION 4. LONG TERM DISABILITY

- (a) If at the expiration of twenty-six (26) weeks allowable for Weekly Indemnity, the employee is considered to remain disabled from work, the employee may then qualify for Employment Insurance benefits (EI), as provided under prevailing government legislation and regulations, to a maximum benefit period of fifteen (15) weeks, or as provided in the regulations.

Where an employee in the fifteen (15) weeks Employment Insurance period, does not qualify for the maximum Employment Insurance (EI) weekly benefit, the benefit will be topped-up, not to exceed the maximum weekly Employment Insurance benefit prevailing at the commencement of the disability.

- (b) **Total Disability** - An employee shall be deemed to be totally disabled, or total disability shall be deemed to exist when the employee is suffering from such a state of bodily or mental incapacity resulting from injury or disease as would,
- i. During the elimination period and during the next twenty-four (24) months prevent the employee from performing any and every duty pertaining to his employment.
 - ii. If total disability has continued during such elimination period and during the next twenty-four (24) months, then, thereafter during the continuance of such disability as would wholly prevent such employee from engaging in any employment for which the employee is reasonably qualified by education, training or experience, the employee shall have entitlement to Long Term Disability Benefits.

It is provided however, that an employee shall be deemed not to be totally disabled or total disability shall not be deemed to exist if the employee is engaged in any employment for compensation or profit.

- (c) In the case of Long Term Disability, as outlined above, payment during such disablement shall be in the amount of one thousand dollars (\$1,000.00) per month non-integrated, until such time as the employee is deemed not to be totally disabled or reaches age sixty-five (65), whichever occurs first.

Effective on all new claims which occur after July 1, 2014:

In the case of Long Term Disability, as outlined above, payment during such disablement shall be in the amount of one thousand two hundred dollars (\$1,200.00) per month non-integrated, until such time as the employee is deemed not to be totally disabled or reaches age sixty-five (65), whichever occurs first.

SECTION 5.

- (a) Effective the first month following ratification, the cost of the Plan as provided shall be borne as follows:
- EIGHTY percent (80%) by the Company
TWENTY percent (20%) by the employee
- (b) Coverage for benefits under the Health and Welfare Program will terminate on the last day of the employees employment.
- (c) The Company shall notify the employee at the time of layoff of the date of expiry of the employee's Health and Welfare Plan Coverage.

SECTION 6.

Part-time Employees shall not be covered under the provisions of the Health and Welfare Program.

SECTION 7 - Medical Forms

Any cost incurred by the employee for the completion of medical forms which have been requested by the Company, will be reimbursed providing the employees provides such forms and the paid receipt.

APPENDIX "D"

PRAIRIE TEAMSTERS PENSION PLAN

(a) **Regular Hourly Rated Employees**

Effective May 1, 2017 - the Company will contribute two dollars and ninety cents (\$2.90) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full-time employment to the Prairie Teamsters Pension Plan.

Effective May 1, 2019 - the Company will contribute three dollars and forty cents (\$3.40) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full-time employment to the Prairie Teamsters Pension Plan.

Effective May 1, 2020 - the Company will contribute three dollars and ninety cents (\$3.90) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full-time employment to the Prairie Teamsters Pension Plan.

(b) **Line-Haul Drivers**

Effective May 1, 2017 - The Company will contribute six point four zero one cents (6.401¢) per mile for each mile paid for as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and ninety cents (\$2.90) per hour for each hour paid for over and above the mileage contribution as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

Effective May 1, 2019 - The Company will contribute seven point five one two cents (7.512¢) per mile for each mile paid for as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute three dollars and forty cents (\$3.40) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

Effective May 1, 2020 - The Company will contribute eight point six two three cents (8.623¢) per mile for each mile paid for as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute three dollars and ninety cents (\$3.90) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

- (c) Contributions and remittances referred to in A and B shall be remitted monthly by the 15th day of the month following that month to which they refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.
- (d) Timely payment of contributions to the Trust Fund 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:
- (e) The Union will advise the Company, in writing, of any delinquency.
- (f) 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 funds.
- (g) In the case of failure of the Company to contribute into the funds on the due date, the Trustees, in their joint names, may take legal action against the Company for recovery of the amount due.

APPENDIX "E"

SECTION 1.

NEW HIRED DRIVERS AFTER MAY 7th, 1987

- (a) For the first (1st) year of employment each employee will be paid three dollars (\$3.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by \$0.0666.
- (b) For the second (2nd) year of employment each employee will be paid two dollars less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by \$0.0444.
- (c) For the third (3rd) year of employment each employee will be paid one dollar less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by \$0.0222.
- (d) For the fourth (4th) year of employment each employee will be paid the regular rate as stipulated in this agreement.
- (e) Employees covered by this Appendix will not be entitled to pension contributions until the first (1st) of the month following completion of nine (9) months of employment.
- (f) New Hires currently under the existing New Hire Progression, shall remain in such progression until such time as they reach the full rate of pay.

SECTION 2.

NEW FULL TIME DOCK EMPLOYEES HIRED AFTER DATE OF RATIFICATION

- (a) For the first (1st) year of employment each Dock employee will be paid four dollars and fifty cents (\$4.50) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- (b) For the second (2nd) year of employment each Dock employee will be paid three dollars (\$3.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- (c) For the third (3rd) year of employment each Dock employee will be paid one dollar and fifty cents (\$1.50) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- (d) For the fourth (4th) year of employment each employee will be paid the regular rate as stipulated in this agreement.
- (e) Employees covered by this Appendix will not be entitled to pension contributions until the first (1st) of the month following completion of nine (9) months of employment.
- (f) New Hires currently under the existing New Hire Progression, shall remain in such progression until such time as they reach the full rate of pay.

LETTER OF UNDERSTANDING #1

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **NORTHERN LIVING ALLOWANCE**

Those employees who currently receive Northern Allowance will continue to do so. All regular employees of the Company, who reside in the Northwest Territories, will be entitled to receive the Northern Allowance in the amount of sixty dollars (\$60.00) per month.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **UNION / INDUSTRY ADVANCEMENT FUND**

The Teamsters Union/Industry Advancement Fund shall be used for the enhancement of all persons dependent upon the LTL freight and other industries represented by the Teamsters.

Effective October 1, 1998 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 appropriate Teamsters Local 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 appropriate Locals.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING #3

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Owner Operators**

In the event that the Company has need to lease additional Owner Operator units beyond the three (3) month period for a specific purpose and or need, the Parties agree to meet and agree on such need and/or requirement as well as time frame.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING #4

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Fort McMurray Pay Rates**

The Fort McMurray pay rate as listed below will be subject to an annual review by the Company and the Union.

Current Rate
\$ 31.67

Increases will reflect Appendix B Section 2

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING # 5

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Dues Remittance for Hired Cartage**

It is understood the Hired Cartage will not be represented by the General Teamsters, Local Union No. 362, unless they acquire bargaining rights on their own pursuant to the Canada Labour Code. It is further understood that Hired Cartage will have no rights under the Collective Agreement or be covered by any Article or Clause within the Collective Agreement.

It is not the Union's intention to organize the Hired Cartage and as such the language is written in a manner and understood between the parties so someone wouldn't be able to say they were denied the right to organize.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING # 6

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Training and Certification**

By Mutual agreement between the parties, the following provisions can be agreed upon in order to allow the Members of the Bargaining Unit the opportunity to attain the necessary training or certification(s) related to advancement or the bidding process.

- Type of training or certification in question.
- Length of time required.
- Plan summary of training/mentoring program.
- Impact to seniority provisions of the Collective Agreement.

The parties agree that each request will be treated individually and at no time set precedent for any future requests.

All discussions will include the Member in question, as well as the applicable Steward (if available).

Should a mutual agreement be reached, the details of the provisions will be posted on the Union's bulletin board. Any Members wishing to contest the agreement may do so within three (3) days from date of posting.

The above Letter of Understanding may be nullified by either of the parties, without prejudice or recourse, with thirty (30) days written notice to either party.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING # 7

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Ft. St. John, British Columbia Terminal**

The Ft. St. John, British Columbia Terminal shall be covered under the terms of the General Teamsters, Local Union No. 362 Collective Agreement.

However, the employee shall become a member of Teamsters, Local Union No. 31 with all applicable union dues and pension contributions to be forwarded to Teamsters, Local Union No. 31.

The Parties further agree that this shall be for a trial basis until the end of the term of this Collective Agreement.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING # 8

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Hinton Pay Rates**

The Parties agree to the following:

Until the end of the present term of the Collective Agreement all Hinton domicile Class 1 P & D Drivers shall receive a pay rate stipulated below.

Current Rate
\$ 29.64

Increases will reflect Appendix B Section 2

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING # 9

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Owner Operator – Second Driver**

Currently the Collective Bargaining Agreement provides that there shall be no more than one (1) Owner Operator per truck. To permit the Company to move Yellowknife destined freight efficiently the Company may operate one (1) Owner Operator double team. Such operation shall not displace or otherwise affect Company drivers. The second (2nd) driver shall be a Co-Owner-Operator of double team truck and shall be a Member of the Union.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING # 10

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Retention Bonus**

All employees north of the 60th parallel shall receive a retention bonus of three dollars (\$3.00) per hour for all hours paid. Such retention bonus shall be paid quarterly for all hours in the previous quarter. The first quarter that such bonus is applicable to shall be ratification date / March 31, 2014.

Any employee who terminates their employment during any three (3) month quarter shall not be entitled to such retention payments.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Wayne Garner, Vice President &
Business Agent

Gary Leddy
Vice President & General Manager

Ryan Adams
Business Agent

LETTER OF UNDERSTANDING # 11

BETWEEN: **GRIMSHAW TRUCKING**
(hereinafter referred to as the "Company")
OF THE FIRST PART,

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

RE: **Peace River Retention Bonus**

All employees of Peace River shall receive a retention bonus of two dollars (\$2.00) per hour for all hours paid. Such retention bonus shall be paid quarterly for all hours in the previous quarter. The first payment will be paid in the first pay period of September for hours worked from the signing date of this LOU.

Any employee who terminates their employment during any three (3) month quarter shall not be entitled to such retention payments.

SIGNED THIS 8th DAY OF AUGUST, 2019

ON BEHALF OF THE COMPANY:
Grimshaw Trucking

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

Thomas Hanna
Director of Equipment and H.S.E.

Chance Hrycun
Business Agent