

THIS AGREEMENT ENTERED INTO THIS 18th DAY OF JULY, 2017

BETWEEN:

GRIMSHAW TRUCKING LTD.
OFFICE AGREEMENT
(hereinafter referred to as the "Employer")
OF THE FIRST PART

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART

August 1, 2017 – July 31, 2021

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ARTICLE NO. 1 - PURPOSE

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay, and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and, to promote the mutual interest of the Employer and employees, and in recognition whereof, the Parties hereto covenant and agree as follows:
- 1.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matter of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, colour, creed, national origin, age, sex, or marital status.

ARTICLE NO. 2 - UNION SECURITY and RECOGNITION

- 2.1 a) This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Canada Labour Code, and shall be binding on the Employer and the Union, and their respective successors and assigns.
- 2.2 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.
- 2.3 Any Employee of the Company transferring into the bargaining unit will be considered as a new employee and will be added to the bottom of the seniority list in the classification to which they're transferring. The seniority date will be the date of the transfer into the unit.

ARTICLE NO. 3 - UNION REPRESENTATION

- 3.1 The Employer shall recognize the Office Steward(s) elected or appointed by the Union, and shall not discharge, discipline, or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Office Steward(s).
- 3.2 The Office Steward(s) may within reason, investigate and process grievances on Company premises, or confer with the representative(s) of the Union on Company premises, during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes, and such permission will not be unreasonably denied.
- 3.3 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.

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 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 ten (10) 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.

Upon successful completion of the Probationary Period as outlined in Article 5.1, recognized Stewards or Business Agents will be permitted a period not to exceed thirty (30) minutes, within the first two (2) weeks of employment of newly hired employees for the purpose of familiarizing them with the Collective Agreement.

ARTICLE NO. 4 - THE RIGHTS of the EMPLOYER

- 4.1 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.
- 4.2 The Company shall always have the right to hire and to discipline, demote or discharge Employees for proper cause.

ARTICLE NO. 5 - DEFINITION of EMPLOYEES

- 5.1 **Probationary Period** - All new employees, except temporary employees, will be considered probationary for the first fifty (50) days worked of employment. After fifty (50) days worked of employment, an employee will become regular. Temporary employees transferred to, or attaining, regular status shall have their temporary period of employment included in their probationary period.
- 5.2 **Full-time Regular Employees** - An employee hired to work on a full-time basis in a regular continuing position.

5.3 **Part-time Employee** - A part-time employee shall:

- a) be hired on an incidental or temporary basis, or for the purpose of performing such peak period work loads on a regular part-time basis, as is common to the Motor Carrier Industry.
- b) at the option of the employee, be covered under the provisions of the Health and Welfare Plan as provided in this Agreement, except for the employees of the Edmonton terminal. Such employees must be regularly scheduled part-time employees with a minimum of one (1) year continuous service. Employees must exercise this option within ninety (90) days from the completion of the employee's one (1) year continuous service.
- c) After thirty (30) days service, they will receive Statutory Holiday pay on a pro rata basis, consistent with the proportion of hours normally worked in weeks not containing a holiday.
- d) receive vacation pay as provided in Article No. 8. Vacation pay will be calculated on the same percentage basis as a full-time employee with the same calendar service.
- e) Any part-time employee who averages one hundred and thirty (130) hours per month over a calendar quarter, in the Edmonton location, will be considered full-time employees.
- f) Part-time employees will be guaranteed four (4) hours work and/or pay.

5.4 **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/her name placed on the part-time employee roster, in accordance with their last day of hire. When such an employee is laid off, during or at the end of the vacation season, 12.4, 12.5, 12.6, 12.7 and 15.1 will not take effect.

Said employees 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.

ARTICLE NO. 6 - HOURS of WORK, OVERTIME, and SHIFT PREMIUM

- 6.1
- a) The basic work day for full-time employees shall be eight (8) hours, and the basic work week shall be forty (40) hours, Monday to Friday inclusive. Flextime shall continue as per the Letter of Understanding appended hereto, and forming part of this Agreement.
 - b) The basic work week for a full-time employee hired after the date of ratification shall be any five (5) consecutive days in seven. Flextime shall continue as per the Letter of Understanding appended hereto, and forming part of this Agreement.
 - c) It is understood that no current employee, hired prior to August 3, 2005, will be required to work Saturday or Sunday as part of their regular schedule. No employee will suffer work reduction or work loss as a result of the Company expanding its operations to include a Saturday or Sunday shift.

- 6.2 **FULL-TIME EMPLOYEES** - All full time employees shall receive and must take a one half (1/2) unpaid hour lunch period which must be taken within the two (2) hours which occur in the middle of the shift.

In addition to the one half (1/2) hour unpaid lunch provided to all employees, employees shall also receive two (2) fifteen (15) minute paid breaks which shall occur in the first (1st) and second (2nd) half of each shift.

6.3 **PART-TIME EMPLOYEES** – Part-time employees who work four (4) hours or less shall receive a fifteen (15) minute break to be taken in the middle of their shift.

Part-time employees who work or are scheduled for more than (4) hours but less than six (6) hours shall receive in addition to the fifteen (15) minute break a thirty (30) minute unpaid lunch break.

All shifts of more than six (6) hours shall have breaks provided as per Article 6.2

6.4 **Overtime Premiums** - All time worked in excess of eight (8) hours per day, during a scheduled day of work, not to be inconsistent with 6.1 above, shall be considered overtime, and be paid for at the rate of time and one-half (1 ½) for the first two (2) hours, and double (2) time thereafter.

6.5 a) All time worked on Saturday and/or Sunday shall be considered as overtime, and paid at the rate of two (2) times the employee's hourly rate of pay.

b) Any employee who makes Saturday and/or Sunday part of their regular work week, not to be inconsistent with 6.1 above, shall be paid at the rate of two (2) times the employee's hourly rate of pay for their two (2) consecutive scheduled days of rest for any work performed.

6.6 An employee called back to work after completing a regular day's work, or from a regular day off, shall be paid overtime rates for a minimum of four (4) hours, or for time worked, whichever is greater.

6.7 Employees may decline overtime on a seniority basis, providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

6.8 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

6.9 **Shift Premium** - Effective first full pay period after date of ratification, employees working any shift commencing between the hours of 14:59 and 04:59 shall receive a premium of one dollar and fifty cents (\$1.50) per hour.

Full-time employees who commence work between the hours of 13:59 on Friday, and 06:59 on Monday, will receive a shift differential of one dollar (\$1.00) per hour over and above the job classification rate.

6.10 Employees using their personal vehicles for Company business shall receive reimbursement for all kilometers driven, consistent with Company policy.

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

ARTICLE NO. 7 - GENERAL HOLIDAYS

7.1 The Employer agrees to provide all employees with the following General Holidays, with pay:

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

and any other day that may be stated a legal holiday by the Federal Government.

Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off with pay, to be taken at a time mutually agreed with the Employer.

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.

- 7.2 No work shall be performed by employees on the above mentioned holidays, except in unforeseen circumstances. Work performed on such occasions will be paid for at the rate of double (2) the employee's regular rate.
- 7.3 In the event any of the holidays enumerated in Section 7.1 above occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE NO. 8 - ANNUAL VACATIONS

8.1 All regular full-time employees shall receive:

- a) ten (10) working days vacation with pay after the completion of each year of continuous service with the Employer.

Pay for such vacation shall be at current salary, or four percent (4%) of gross earnings for the period in which the vacation was earned, whichever is greater, OR

- b) Effective January 1, 2008, fifteen (15) working days vacation with pay after the completion of three (3) years of continuous service with the Employer, and annually thereafter.

Pay for such vacation shall be at current salary, or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater, OR

- c) twenty (20) working days vacation with pay after the completion of nine (9) years of continuous service with the Employer, and annually thereafter.

Pay for such vacation shall be at current salary, or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater, OR

- d) twenty-five (25) working days vacation with pay after the completion of fifteen (15) years of continuous service with the Employer, and annually thereafter.

Pay for such vacation shall be at current salary, or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater OR

- e) thirty (30) working day of vacation with pay after the completion of twenty-four (24) years of continuous service with the Employer, and annually thereafter.

Pay for such vacation shall be at current salary, or twelve percent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.2 Employees shall select their vacation periods in order of seniority as defined in this Agreement, however only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second (2nd) vacation period, and again for subsequent periods until all periods are chosen.

- 8.3 During the months of June, July and August, all employees shall be restricted by seniority to using a maximum of three weeks vacation time. Once all employees have indicated their preference for vacation during June, July, and August, employees who desire in excess of three weeks during this period, shall then be eligible by seniority to bid any available vacant weeks.

ARTICLE NO. 9 - LEAVE of ABSENCE

- 9.1 An employee on approved leave of absence without pay, will accrue seniority for periods not exceeding three (3) calendar months, except as provided in Article No. 9, Section 9.6.

Except for specific provisions within this Agreement, an employee on approved Leave of Absence without pay, will accrue seniority for periods not exceeding three (3) calendar months. Such Leave may only be extended by mutual agreement between the Employer and the Union.

An employee on leave of absence on Union business, under Article No. 9, Section 9.1, or on sick leave and extended sick leave under Article No. 10, will continue to accrue seniority.

- 9.2 **Union Business** - Leave of Absence without pay will be granted to employees for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks notice in writing.

- 9.3 **Bereavement Leave** - All employees shall be entitled to Bereavement Leave entitlement as follows: When a death occurs to a member of the 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 within the thirty (30) day period, 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 rate of pay for hours lost from his regular schedule, for Bereavement Leave.

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 rate of pay, for hours lost from their regular schedule on the day of the funeral.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, step-sons, and step-daughters. Step-father and stepmother will be recognized provided such step-father or step-mother has the status of the employee's father or mother.

In the event of the death of the employee's grandfather or grandmother, or the employees spouses 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 the spouse on record with the Employer's personnel department.

The Employer 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.

- 9.4 **Funeral Leave** - Upon application to the department head, an amount of time up to a maximum of one-half (1/2) day leave of absence without deduction of pay, to attend a funeral as pallbearer or mourner may be granted.

- 9.5 **Special Leave Without Pay** - An employee may be granted leave of absence of up to three (3) months without pay, for personal reasons, upon written application. It is understood that such leave shall not interfere with the operation of the department concerned.
- 9.6 **Jury Duty** - Employees who are required by law to serve as jurors or witnesses in any court, shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the Employer any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.
- 9.7 **Maternity/Paternity Leave** - Leave of absence without pay in case of pregnancy shall be granted in accordance with the provisions of the Canada Labour Code. Such leave will not affect annual vacation entitlements, seniority, or sick leave, and may be extended up to an additional three (3) months on approval by the Employer. All benefit premium costs shall be paid by the employee during maternity leave.
- 9.8 **Temporary Absence** - When there is a temporary absence of an employee on a regular shift, for reasons other than vacation, 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 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.

- 9.9 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.
- 9.10 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.

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 of one hundred and twenty (120) calendar days prior to exercising that privilege again.

- 9.11 **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.
- 9.12 **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. 10 - SICK LEAVE, WELFARE PLAN

10.1 **Sick Days** - All full time regular employees who have completed their probationary period, shall thereafter accumulate paid sick leave at the rate of one half (1/2) day per employed month, to a maximum of six (6) days annually. The employees shall be allowed to bank three (3) days into the next year to a maximum of nine (9) days in the bank.

The employee shall begin accumulation of sick leave at the start of the pay period immediately following the date he/she completes the probationary period.

The employee must be paid for not less than one hundred and twenty-eight (128) hours, including vacation and General Holidays, in a four (4) week period to be credited for one half (1/2) day in the month.

Employees absent from work due to Leave of Absence for any reason, or sickness and Compensation, will not accumulate sick leave during this absence.

10.2 **Health and Welfare Plan** - The Company shall establish and operate a Health and Welfare Plan covering members of the Union, from time to time employed by the Company, subject to the conditions as to part-time employees contained herein, and to the following eligibility conditions:

- a) Any member of the Union who is in the employ of the Company on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- b) Any employee who is hired by the Employer after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following the completion of three (3) months employment with the Employer, except whereby Company policy requires that an employee join the Plan at an earlier date.
- c) Notwithstanding the provision of Sub-section b) of this Section, any employee who is hired by the Employer 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) days period he was a participant in the comparable Health and Welfare Plan of another Employer, which is party to an identical agreement to this Agreement.

10.3 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:
- b) **Life insurance** coverage in the sum of thirty five thousand dollars (\$35,000.00) covering death from any cause.
Effective July 1, 2014 life insurance coverage increases to fifty thousand dollars (\$50,000.00) covering death from any cause.
- c) **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	\$35,000.00
Effective July 1, 2014	\$50,000.00
Loss of both hands or both feet, or sight of both eyes	\$30,000.00
Loss of one hand and one foot.....	\$30,000.00
Loss of one hand and sight of one eye	\$30,000.00
Loss of one foot and sight of one eye	\$30,000.00
Loss of one hand or one foot, or sight of one eye	\$12,500.00

- 10.4 a) **Non-occupational Weekly Indemnity** - equal to current Employment Insurance (EI) rates per week, commencing on the first day of necessary absence from work due to accident, and on the fourth day of necessary absence from work due to sickness, continuing for a maximum of twenty-six (26) weeks during any period of disability. Periods of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Employer for at least one (1) full week.
- b) **Long Term Disability** - If the employee is disabled beyond the period as specified in Section 10.4(a), Long Term Disability benefits shall be provided at a minimum of one thousand dollars (\$1,000.00) per month for a further period of up to two (2) years. If, after this two (2) year period, the affected individual is unable to perform the duties of any occupation for which he/she is reasonably suited by education, training, or experience, the Plan will continue in effect as long as that person is disabled, up to his/her sixty-fifth (65th) birthday.
- If the employee is disabled beyond the period as specified in Section 10.4 a), Long Term Disability benefits shall be provided at a minimum of one thousand two hundred dollars (\$1,200.00) per month for a further period of up to two (2) years. If, after this two (2) year period the affected individual is unable to perform the duties of any occupation for which he/she is reasonably suited by education, training, or experience, the Plan will continue in effect as long as that person is disabled, up to his/her sixty-fifth (65th) birthday.
- c) It shall be the responsibility of the Employer to provide to the employees the necessary Health and Welfare forms.
- d) It shall then be the responsibility of the employee to cause such forms to be filled out and completed by his/her doctor in order they can be processed.
- e) The Employer shall cause the Insurance Carrier to remit payments due the employee not less frequently than his/her normal pay periods.
- 10.5 a) **Medical, Surgical, and Obstetrical Coverage** in accordance with the Standard Plan of Service, provided by Medicare in the province in which the employee is domiciled, and extended Health Benefits equivalent to Blue Cross, covering members of the Union and their eligible dependants.
- b) **Major Medical Coverage** to include a maximum deductible of twenty-five dollars (\$25.00) per family per year, and reimbursement of one hundred percent (100%) of expenses to a higher lifetime maximum of twenty-five thousand dollars (\$25,000.00).
- c) **Dental** care not subject to a deductible and providing for reimbursement of:
- Ninety percent (90%) **Plan A** - three thousand dollars (\$3,000.00) per person, including dependants
- Seventy percent (70%) **Plan B** - one thousand dollars (\$1,000.00) per person, including dependants
- Fifty percent (50%) **Plan C** - two thousand dollars (\$2,000.00) per person, including dependants
- d) **Vision Care** subject to a maximum deductible of twenty-five dollars (\$25.00) per family, per year, only if the Major Medical deductible has not been satisfied; and reimbursement of one hundred percent (100%) of eligible expenses up to a limitation of two hundred and fifty dollars (\$250.00) in any two (2) year period, for frames/lenses, and up to two hundred and twenty-five dollars (\$225.00) for certain major expenses.

Effective July 1, 2014 - Vision Care subject to a maximum deductible of twenty-five dollars (\$25.00) per family, per year, only if the Major Medical deductible has not been satisfied; and reimbursement of one hundred percent (100%) of eligible expenses up to a limitation of three hundred dollars (\$300.00) in any two (2) year period, for frames/lenses, and up to three hundred dollars (\$300.00) for certain major expenses, and up to one hundred (\$100.00) dollars for eye examinations.

10.6 The cost of the Plan as provided, including Alberta Health Care, shall be borne as follows:

All the Health and Welfare Coverage including Alberta Health Care, shall be borne as follows:

Eighty percent (80%) by the Employer, and
Twenty percent (20%) by the participating member.

10.7 Any full-time employee who, as a result of downsizing, changes status to a part-time employee will remain on the Health and Welfare Benefit Plan.

10.8 It is understood that no employee shall suffer loss of seniority under this Article.

10.9 Coverage for benefits under the Health and Welfare Plan will terminate on the last day of the employee's employment.

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. 11 - WAGES

11.1 Employees will be paid not less than the wage specified for their job classification, as set forth in Appendix "A" of this Agreement. It is agreed the wage contained in Appendix "A" are minimum wage

11.2 Any new positions which may be established during the life of this Agreement, or reclassification of existing positions, shall be subject to negotiation and agreement between the Employer and the Union, with respect to grading and wage. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles No. 16 and 17 of this Agreement.

11.3 **Promotional Increases** - An employee who is promoted to a higher position shall be paid a wage of five percent (5%) less than the grade wage for the new position during the trial period specified in Article No. 12, Section 12.3.

11.4 When an employee is required to do work coming under more than one (1) job classification, for two (2) hours or more per day, the wage scale for the higher job classification shall prevail for the entire day.

ARTICLE NO. 12 - HIRING, PROMOTION, LAYOFF, and RECALL

12.1 **Job Vacancies** - The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications or the proven ability required to learn and perform the work consistent with 12.3 below. Each vacancy shall be posted on the bulletin boards on the Employer's premises for at least three (3) working days, with a copy to the Chief Office Steward, outlining job title, group classification, and salary range. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shifts by a layoff or shift discontinuance, the senior employees may exercise their seniority over junior employees and be placed on a shift of their choice. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

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

12.2 **Qualifications** - The minimum qualifications and job descriptions for each classification contained within this Collective Agreement shall be kept in a binder, with a copy to the Union hall. Any changes in requirements will be subject to the technological change legislation of the Canada Labor Code. All employees with qualifications which are beyond the minimum qualification for their required job description, shall have these qualifications indicted on their personnel file, with a copy going to the employee. Any discrepancies or disagreements are subject to the Grievance Procedure.

12.3 **Promotion** - Promotion shall be made on the basis of seniority and ability to do the job. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.

The Union and the Company shall meet once annually to review job descriptions and certification.

12.4 An employee promoted to a higher rated position shall be on trial for the first sixty (60) calendar days. If, during the first sixty (60) days the employee is considered to be unsuitable, or if the employee so chooses, the employee shall be returned to his former position or one of equal rank, and shall be paid their former wages plus any increments to which they may have become entitled to, had they not been promoted.

12.5 **Layoff** - If a reduction of office staff is necessary, the following procedure shall be adopted -

The employee with the least amount of seniority in any classification will be the first (1st) laid off from that job, but they may displace an employee in the same or lower classification with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job, and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

12.6 All time that is to be banked shall be in no less than one quarter (1/4) hour increments for accrual.

12.7 Full time employees who are laid off may elect to take the layoff or revert to the senior part time position. If full time employees voluntarily bid into the part time position such full time employee shall then become the most junior part time employee for shift preferential, postings and bids.

12.8 All regular (i.e. permanent) employees shall be given two (2) weeks notice of layoff, or two (2) weeks wages in lieu of notice.

12.9 A regular employee laid off for lack of work, or reduction in forces, shall be placed on a recall list in accordance with the following schedule:

- a) Employees who have completed their probationary period to five (5) years seniority - twelve (12) months
- b) Employees with five (5) or more years seniority - eighteen (18) months.

12.10 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 5.105, 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 an employee 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 an employee who has 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.

- 12.11 **Recall** - Employees on the recall list shall have the right to return to a vacancy in their former job classification, or to a similar classification for which they are qualified.
- 12.12 Notice of recall to an employee who has been laid off shall be made by Registered Mail, to the last known address of the employee. The employee must respond to such notice within seven (7) days of receiving it, or possibly lose rights of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control, shall not lose rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.
- 12.13 **Wage Policy on Recalls and Demotions** -
- a) Employees recalled to their former position, or to a position having the same wage, shall receive the current wage for such position.
 - b) Employees recalled to a position having a wage which is lower than for their former position, shall be paid the current wage for the position to which they are recalled.

ARTICLE NO. 13 - SENIORITY

- 13.1 **Full-time Employees** - Seniority shall mean the length of full-time continuous service, with the Employer, as an employee in the bargaining unit. Credit shall be given for all continuous service prior to certification of the bargaining unit.
- 13.2 An employee who leaves the bargaining unit, and subsequently returns, will be considered a new employee from the date of re-entering the unit, for the purpose of determining seniority credit.
- 13.3 **Part-time Employees** - Part-time employees will be carried on a part-time employee's separate seniority list. Such employees will be given first opportunity to qualify as a regular employee as openings become available, and will then be placed at the bottom of the regular employees' seniority list.
- In cases of layoff, regular employees will have the privilege of taking their seniority position at the top of the part-time employees' seniority list, or taking full layoff, subject to the recall provisions of this Agreement. The employee must notify the Union and the Employer in writing, by Registered Mail, of his intention and request. Failing to do so, he will automatically be placed on full layoff, subject to the recall provisions of this Agreement.
- 13.4 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE NO. 14 - GENERAL

- 14.1 Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.
- 14.2 Working conditions, wages, and benefits at present in force which are not specifically mentioned in this Agreement, and are not contrary to its intention, shall continue in full force and effect.
- 14.3
- a) No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement, shall be sub-contracted by the Employer to any agency or person outside the bargaining unit.
 - b) It is understood that at small and/or remote company-maintained terminals, the Employer may utilize a worker manager, provided:

1. He shall be an employee of the Company:
2. The Company shall not employ more than four (4) employees in all classifications, not including the working manager; and
3. He shall be a member of the Union, but otherwise excluded under the terms and condition 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.

Prior to any layoff, the employer and Union shall meet and discuss the reasons for such layoff, and any possible solutions.

14.4 **Picket Lines** - It shall not be a violation of this Agreement or cause for discipline or 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 Employer as soon as possible of the existence of such recognized picket lines.

14.5 **Bulletin Boards** will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All Union notices are to be approved by an official of the Union.

14.6 **Labour/Management Committee** - A Labour/Management Committee shall be established, consisting of representatives of the Union, and the Employer. There shall be two (2) members of the bargaining unit members, and two (2) representatives from management.

The Joint Committee shall meet either on a regular basis, or at such time when either side has items to place on the agenda. Time spend whilst meeting shall be considered as time worked, and paid for as such. The function of the Committee shall be to discuss and attempt to overcome problems arising from the administration and interpretation of the Collective Agreement.

14.7 If a regular employee fails to report for duty for three (3) consecutive shifts without any contact with the Company, such employee will be subject to discipline up to and including termination.

ARTICLE NO. 15 - GRIEVANCE PROCEDURE

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

- 15.2 **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

- 15.3 **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.

- 15.4 **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.

15.5 **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:

- a) 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.
- b) 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.
- c) The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.
- d) 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
- e) 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.
- f) Should the parties agree to proceed to Schedule 2, they may proceed as outlined in the Rules and Procedures of Schedule 2.
- g) 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.

15.6 **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 - DURATION

16.1 This Agreement will be in full force and effect on and after the first (1st) day of August 2017 to and including the thirty first (31st) day of July, 2021, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the thirty first (31st) day of July, 2021, or sixty (60) days prior to the thirty first (31st) day of July, 2021 in any year subsequent thereto.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking Ltd.

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

Gary Leddy, Vice President &
General Manager

Ryan Adams, Business Agent

Tom Hanna, Director of HSE and
Equipment

APPENDIX "A"

JOB CLASSIFICATION and HOURLY WAGE

The following classifications are examples of skill levels in relation to the applicable hourly wages.

Grade A - Entry	Receptionist General Office Clerk Part time Employees
Grade B - Clerical	Customer Service Billing Clerk Call Takers Accounts Receivable Clerk Accounts Payable Clerk Human Resources Assistant Service Centre Clerks Payroll Clerk OS & D Clerk
Grade C - Administrative	Operations Assistant Audit Clerk Interline Payables Customer Service Specialist
Grade D - Executive	Accounts Receivable and Accounts Payable Specialist Audit/Payroll Specialist Claims Specialist Safety Administration Specialist Audit Specialist

Hourly Wages

	<u>Current</u>	<u>August 1/18</u>	<u>August 1/19</u>	<u>August 1/20</u>
Grade A	\$19.10	\$19.25	\$19.40	\$19.60
Grade B	\$21.50	\$21.65	\$21.80	\$22.00
Grade C	\$23.05	\$23.20	\$23.35	\$23.55
Grade D	\$24.20	\$24.35	\$24.50	\$24.70

- a) All Terminals with three (3) or less office employees will be paid at a Grade B rate of pay.
- b) All employees being paid in excess of the applicable grade scale shall continue to enjoy an equivalent premium over the applicable scale rates of pay.
- c) All rate increases are payable commencing the nearest pay period, before or after, to the first of the month in the year in which they are due.

Newly Hired Employees - Hired after August 15, 2003

- a) For the first (1st) year of employment each employee will be paid two dollars (\$2.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- b) For the second (2nd) year of employment each employee will be paid one dollar (\$1.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- c) For the third (3rd) year of employment each employee will be paid the regular rate as stipulated in this agreement.

- d) Employees currently in a wage progression, shall remain in such progression until such time as they reach the full rate of pay.

Lead Hand

The necessity of the classification of a Lead Hand shall be at the discretion of the Employer. Where the Employer designates that a Lead Hand is required, a bid will be posted and the position will be filled with a qualified person who applies for the position.

The Employer shall have full discretion in the selection of the Lead Hand, however, when qualifications are equal, the most senior person will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

A Lead Hand shall be:

1. An employee who shall direct the work of others while performing the same work themselves. The Lead Hand shall not have the authority to directly hire, fire, suspend or discipline employees,
2. A member of the Union, and
3. Paid a premium of one dollar and fifty cents (\$1.50) per hour.

Seniority in the unit shall prevail for the purpose of layoff.

Northern Allowance

Union office personnel in the areas of Fort McMurray, AB, High Level, AB, Yellowknife, NWT, and Hay River, NWT, will receive a Northern Allowance of sixty dollars (\$60.00) per month on top of the rates listed above.

Personal Days

All full-time employees with ten (10) or more years' service shall receive three (3) personal days yearly. Such days are not accumulative and must be taken in complete days.

APPENDIX "B"

TEAMSTERS PRAIRIE PROVINCES PENSION PLAN – Full Time Employees

- a) Effective June 1, 2017, the Employer shall contribute three dollars and five cents (\$3.05) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan.
- b) Effective August 1, 2018, the Employer shall contribute three dollars and twenty cents (\$3.20) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan.
- c) Effective August 1, 2019, the Employer shall contribute three dollars and thirty-five cents (\$3.35) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan.
- d) Effective August 1, 2020, the Employer shall contribute three dollars and fifty-five cents (\$3.55) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan.
- e) Contributions and remittances referred to in A and B above, shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the by the Union, which shall provide full instructions.
- f) Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows;
 - i The Union will advise the Company, in writing, of any delinquency.
 - ii If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
 - iii 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.

Pension increases shall be calculated from the nearest complete pay period.

** Retroactivity applies to all hourly rates and pension contributions **

LETTER OF UNDERSTANDING #1

BETWEEN: **GRIMSHAW TRUCKING LTD. - OFFICE AGREEMENT**
(hereinafter referred to as the "Employer")
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

RE: **FLEXTIME HOURS OF WORK**

The following Letter of Understanding is attached to and shall form part of the Collective Agreement. This letter shall continue in full force and effect, from year to year, until terminated by agreement of the Parties.

The Parties agree as follows:

1. Flexitime shall continue to operate for the term of the Collective Agreement as set out hereafter.
2. All flexitime must be approved by the employee's Supervisor/Manager.
3. Core hours are 9:30 a.m. to 3:00 p.m.. All employees must be working during these hours, with the exception of sickness, holidays, lunch and coffee breaks. Any other time off must be arranged with their Manager.
4. The maximum lunch hour will be two (2) hours in length, the minimum lunch hour will be one-half (1/2) hour in length. This flexible lunch break must be taken within the hours of 11:30 a.m. to 1:30 p.m. Any deviation from the regular shift schedule must be recorded in the time management system.
5. Time recording will be the responsibility of each employee, and will be maintained in the time management system.
6. The maximum number of credit hours that can be carried forward, from one pay period to the next, is sixteen (16) hours. These credit hours can be carried forward indefinitely.
7. The maximum number of debit hours that can be carried forward, from one pay period to the next, is sixteen (16) hours. Any debit hours must be made up in the next pay period.
8. Requested overtime after core time is optional for paid overtime or credit time.
9. All time that is to be accrued shall be in increments of no less than one quarter (1/4) hour blocks. Time to be used from the flex-time bank shall be in increments of one quarter (1/4) hour blocks.

Flex time shall not be accrued for any time provided for coffee or lunch periods as provided in Article 6.2/6.3.
10. Certain departments will require coverage for the normal business day (8:30 - 4:30). These departments will be named by the corresponding managers of the departments.

LETTER OF UNDERSTANDING #1 (Continued)

REMINDER - Each person must work co-operatively with his fellow employees, to ensure that no serious problems occur with regard to outside service, and inter-office services. i.e. At 3:00 p.m. everyone in the Accounts Department leaves for the day. Therefore customers that phone in after this time are left with "I'm sorry but everyone in Accounts has left for the day", which has a bad reflection on the Company.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking Ltd.

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

Gary Leddy, Vice President &
General Manager

Ryan Adams, Business Agent

Tom Hanna, Director of HSE and
Equipment

LETTER OF UNDERSTANDING #2

BETWEEN: **GRIMSHAW TRUCKING LTD. - OFFICE AGREEMENT**
(hereinafter referred to as the "Employer")
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

RE: **UNION/INDUSTRY ADVANCEMENT FUND**

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

The Company shall continue to 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 Teamsters Local 362, 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 Ltd.

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

Gary Leddy, Vice President &
General Manager

Ryan Adams, Business Agent

Tom Hanna, Director of HSE and
Equipment

LETTER OF UNDERSTANDING #3

BETWEEN: **GRIMSHAW TRUCKING LTD. - OFFICE AGREEMENT**
(hereinafter referred to as the "Employer")
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

RE: **WORK WEEK CONSISTING OF FOUR (4) TEN (10) HOUR DAYS**

Where there is a mutual agreement between the Company, the Union, and the Employee. 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 twenty five cents (\$0.25) 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 in 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 shifts may have different start times for each day, however there must be no less than ten (10) hours rest (off duty) between each shift. Where the ten (10) hour day is agreed between the Parties, the ten (10) hour day will be applicable in all daily guarantees provided in this Agreement.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking Ltd.

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

Gary Leddy, Vice President &
General Manager

Ryan Adams, Business Agent

Tom Hanna, Director of HSE and
Equipment

LETTER OF UNDERSTANDING #4

BETWEEN: **GRIMSHAW TRUCKING LTD. - OFFICE AGREEMENT**
(hereinafter referred to as the "Employer")
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

RE: **BILLING FROM HOME**

The following language will apply to Members of the Bargaining unit engaged in the Companies "Billing from Home" program.

- All employees engaged in the "Billing from Home" program will be subject to all terms and conditions of the Collective Agreement.
- The Company will guarantee a minimum of eight (8) hours pay per shift for full time employees and four (4) hours pay per shift for part time employees.
- Should the Company provide any equipment to the Employee, the Employee will be required to sign for receipt of said equipment.
- The Company will provide, upon request, a letter to support the Employees claim for any tax exemptions. (ie. Internet connection etc.)

The following conditions outlined in this Letter of Understanding will be in effect until November 1, 2009 at which time the conditions will be subject for review.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Grimshaw Trucking Ltd.

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

Gary Leddy, Vice President &
General Manager

Ryan Adams, Business Agent

Tom Hanna, Director of HSE and
Equipment

LETTER OF UNDERSTANDING #5

BETWEEN: **GRIMSHAW TRUCKING LTD. - OFFICE AGREEMENT**
(hereinafter referred to as the "Employer")
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

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 Ltd.

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

Gary Leddy, Vice President &
General Manager

Ryan Adams, Business Agent

Tom Hanna, Director of HSE and
Equipment

