# **COLLECTIVE AGREEMENT BETWEEN**

JACK COOPER CANADA LP1
Office Employees
Edmonton, AB
(hereinafter referred to as the "Company")
OF THE FIRST PART

# AND

GENERAL TEAMSTERS LOCAL UNION NO. 362

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(hereinafter referred to as the "Union")

OF THE SECOND PART

# **EFFECTIVE**

July 1, 2018 – June 30, 2022

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#### ARTICLE NO. 1 - INTENT AND PURPOSE

- 1.1 The Company and the Union agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer to promote efficiency and service, and set forth herein the basic Agreement controlling rates of pay, hours of work, dispute procedures and conditions of employment.
- 1.2 There shall be no effort by either signatory to misinterpret, read into or delete from any of the provisions of this Agreement.
- 1.3 Therefore, this Agreement between the Union and the Company signed by the accredited officials of both parties, has been mutually agreed upon and the terms as laid out shall be carried out in letter and spirit by both Parties.

#### **ARTICLE NO. 2 - RECOGNITION**

#### Section A

- The Company agrees to recognize Teamsters Local 362 as the sole Bargaining Agent. (per cert.)
- It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully co-operate individually and collectively for the advancement of conditions.
- 3. The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interest of the Trucking Industry and of the Company.

#### **Section B**

- All employees will be informed by the Company that they are to sign an authorization card, authorizing the Company to deduct from their earnings, Union Initiation Fees, Union Dues and/or other accessorial charges as levied against them by the Union. The Company will remit same to the Union.
- 2. It is agreed that as a condition of employment, each employee will become and remain a member in good standing of the Union.
- 3. Authorization cards will be furnished by the Union and shall be in accordance with, and as prescribed by, the applicable Labour Relations Code.
- 4. The Company shall furnish to the Union at least once annually a seniority list.

#### **Section C**

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

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

#### **ARTICLE NO. 3 – UNION SECURITY**

- 3.1 (a) 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.
  - (b) The Employer agrees that when it hires new employees, the Employer shall have such new employees fill in the required Union Application for Membership cards prior to commencing work and mail same into the Union office.

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

The Employer shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) 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, and date of hire.

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

The Monthly Check-Off List will reference any:

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

If an employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary employees included.

#### **ARTICLE NO. 4 - MANAGEMENT FUNCTIONS & GENERAL CLAUSES**

- 4.1 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- 4.2 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.

- 4.3 Any employee who accepts gainful employment that may be considered a conflict of interest, or in any way affects his employment obligations with the Company, while on vacations, may be terminated unless agreed to by the Company and the Union.
- 4.4 Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its plants, properties or any of its parts hereto.

#### **ARTICLE NO. 5 - SHOP STEWARD**

- 5.1 The Union shall appoint or elect a Shop Steward, and shall notify the Company in writing of such appointment or election. At no time shall the Shop Steward be discriminated against for his Union activities.
- 5.2 It shall be the Steward's duty to process grievances as outlined in Article No. 5 of this Agreement. The Shop Steward shall be held responsible for the same quality and quality of work as the other employees. The Shop Steward (only one) will be paid for time spent attending meetings requested by the Company upon mutual agreement.
- 5.3 The Union will inform the Company in writing of the name of the Shop Steward and of subsequent change in the name of the Shop Steward. The Company will not be asked to recognize any Shop Steward until such notification from the Union has been received.
- 5.4 Shop Stewards shall have no authority to take strike action or any other actions interrupting the Company's business, except as authorized by official action of the Union.
- 5.5 Should there be cause to suspend or discharge the Shop Steward, the Employer shall in every case, promptly notify the Local Union in writing.

# **ARTICLE NO. 6 - GRIEVANCE PROCEDURE AND ARBITRATION**

- All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:
  - **STEP 1** Any grievance of any employee shall first be taken up between such employee and his immediate supervisor. The employee will be entitled to representation at his stage by a Shop Steward, or a Union representative.

Time limits to institute a Grievance are:

a) Termination or layoff

five (5) working days

b) All others

Fifteen (15) working days.

- **STEP 2** Failing settlement under Step 1, the grieving party will reduce his grievance to writing and it will be referred to and taken up between the President or other bargaining representative of the Union, and the Company's representative. Such written notice will be made within five (5) days from the completion of Step 1.
- **STEP 3** If the grievance is not settled at Step 2, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P) to render a decision. The Parties agree that such decision will be binding however will not set precedent in any future grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties.

Should the Parties not reach a mutual agreement to convene the Canadian Joint Grievance Panel; the matter will advance to Step 4 of the Grievance Procedure.

- **STEP 4** Failing settlement under the above steps, the matter may be referred to an agreed upon neutral person to act as an Arbitrator, who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour may be requested to appoint a neutral Arbitrator.
- 6.2 The Arbitrator's decision will be final and binding, and shall be applied forthwith.
- 6.3 The cost of the Arbitrator will be borne equally by the Union and the Company.
- All grievances shall be resolved in accordance with the terms of this Article, without stoppage of work, cessation of work, refusal to work or refusal to continue to work or slow-down or lock-out.

#### **ARTICLE NO. 7 - SENIORITY**

- 7.1 The purpose of seniority regulations is to provide a policy governing layoffs and rehiring. In the event of a reduction of the working force, the Company shall apply the principle of "last on first off" insofar as it is consistent with management's obligation to maintain an efficient work force. Following a layoff, rehiring shall be executed conversely to the outlined layoff procedure.
- 7.2 a) Seniority shall prevail in the event of layoffs, with the junior employee in each work classification covered by this Agreement being laid off first, providing the senior employee is qualified and capable of performing the available work.
- 7.3 Employees shall be considered probationary until placed on the Seniority List. A probationary period of ninety (90) calendar days shall apply in the case of each new employee, during which time seniority shall not apply, and an employee during that time may be laid off with reference to seniority and the Employer shall be obligated to recall such an employee. Upon completion of the probationary period, seniority shall be from the latest date hiring.
- 7.4 Those promoted to supervisory positions, or those positions not subject to this Agreement, will retain their seniority for a period of ninety (90) days after a promotion, and if demoted for any reason, or if they voluntarily request reinstatement to their former position in the Bargaining Unit within ninety (90) calendar days, the transfer will be made and the time served in supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should they be subsequently discharged from such a position beyond the jurisdiction of the Agreement.
- 7.5 Seniority shall be lost if any employee:
  - a) voluntarily leaves the employ of the Employer, or
  - b) is discharged for cause, or
  - c) after a recall from layoff, fails to report for work after seven (7) days, or
  - d) is absent without authorization for three (3) consecutive working days without legitimate reason, or
  - e) is on continuous layoff for twelve (12 months subject to an employee having achieved six (6) months seniority.

#### **ARTICLE NO. 8 - STRIKE OR LOCKOUT**

During the term of this Agreement, there shall be no lockout by the Company, or any strike, sit-down, work shortage, slow-down or suspension of work, either partial or complete, for any reason by the employee.

### ARTICLE NO. 9 - HOURS OF WORK AND OVERTIME

9.1 The standard work week shall be forty (40) hours per week.

All hours worked in excess of forty (40) hours in a one week shall be paid at the rate of time and one-half the regular hourly rate.

The call-in guarantee for dispatchers and clerks shall be four (4) hours. If any employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness.

On call pay will be eight (8) hours at time and one half (1 ½) the dispatchers regular hourly rate per week.

Any employee required to work on their sixth  $(6^{th})$  or seventh  $(7^{th})$  will be paid at time and one half  $(1 \frac{1}{2})$  for all hours worked.

9.2 General Office Employees shall be allowed a fifteen (15) minute paid rest period in the first half of their shift and fifteen (15) minute paid rest period in the second half of their shift. Unless otherwise agreed by the parties these employees shall be allowed on half hour without pay for lunch which shall be taken between the third and fifth hour of their shift.

#### **ARTICLE NO. 10 - GENERAL HOLIDAYS**

10.1 The following General Holidays will be observed:

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

Effective January 1, 2020, sick days and floater days will be combined for a total of five (5) unpaid days per year.

Float holidays will be considered vacation time for the purpose of Article 11.9 a). There will be five (5) float holidays per contract year. The employee shall give one weeks' notice prior to when he/she wishes to take the float holiday. The opportunity to take float holidays shall be open for the full year. All unused float holidays shall be paid out on the last payroll of the year.

- 10.2 a) All employees who have completed a least ten (10) days working during the thirty (30) calendar day period immediately preceding the holiday, will receive eight (8) hours pay at the regular rate, provided they are available for the shift preceding and following the holiday, unless prior arrangements have been made with the Employer for one (1) or both of these days off.
  - b) In the event that a General Holiday fall during an employee's vacation, the employee will be allowed upon request and consistent with the efficient operation of the business, one (1) day off without pay in lieu of such holiday, either immediately preceding or immediately following the vacation period.
- When a General Holiday falls on an employee's regular day off, the employee will be entitled to General Holiday pay for that day or arrange to take some other day off with pay.
- 10.4 Employees required by the Company to work on a General Holiday, shall be paid at the rate of two times (2X) his regular rate of pay in addition to the holiday pay set out above.
- An employee shall not be entitled to pay for a General Holiday until completion of the probationary period, except as required by the code.

#### **ARTICLE NO. 11 - VACATIONS WITH PAY**

- 11.1 All employees with less than one (1) year of employment who are discharged or discontinued their employment with the Company shall be paid according to Federal statutes.
- All employees, who have completed one (1) year of continuous employment, based on their seniority date, shall receive two (2) weeks of vacation with pay calculated at four percent (4%) of their total earnings to June 30.
- 11.3 All employees, who have completed three (3) years of continuous employment, based on their seniority date, shall receive three (3) weeks' vacation with pay, calculated at six percent (6%) of their previous year's earnings to June 30.
- All employees, who have completed ten (10) years of continuous employment, based on their seniority date, shall receive four (4) weeks of vacation with pay, calculated at eight percent (8%) of their previous year's earnings to June 30.
- 11.5 All employees, who have completed fifteen (15) years of continuous employment, based on their seniority date, shall receive five (5) weeks' vacation with pay, calculated at ten percent (10%) of their previous year's earnings to June 30.
- All employees, who have completed twenty (20) years of continuous employment, based on their seniority date, shall receive six (6) weeks' vacation with pay, calculated at twelve percent (12%) of their previous year's earnings to June 30.
- All employees, who have completed twenty-five (25) years of continuous employment, based on their seniority date, shall receive seven (7) weeks' vacation with pay, calculated at fourteen percent (14%) of their previous year's earnings to June 30.
- All employees enjoying two (2) weeks' vacation will receive pay at four percent (4%) of the previous year's earnings, three (3) weeks will be at six percent (6%), four (4) weeks will be at eight percent (8%), five (5) weeks will be at ten percent (10%), six weeks will be at twelve percent (12%), and seven weeks will be at fourteen percent (14%) of their previous year's earnings to June 30.
- 11.9 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.
  - b) Vacation lists shall be posted on January 2 of each year, and employees shall designate their choice of vacation time before March 31. If an employee fails to designate his choice of vacation on such listing, while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final Vacation Schedule by May 1, and it shall remain posted for the balance of the year. Once posted, this vacation schedule will not be altered unless mutually agreed to between the Company and the employee concerned.
- 11.10 Vacation must be taken in the year in which it accrues. Vacation pay will be accrued to June 30<sup>th</sup> each year, and paid to employees no later than July 15<sup>th</sup> each year. Employees taking vacation prior to July 15<sup>th</sup> shall receive a pro-rated vacation pay.

#### **ARTICLE NO. 12 - BEREAVEMENT**

12.1 When death occurs to a member of a Regular Full-time employee's immediate family, the employee will upon request, be granted an appropriate Leave of Absence and will be compensated at their regular straight time hourly rate for the time lost from their regular work schedule, to a maximum of three (3) days from the time of death through the day following the day on which the service is held.

Members of an employee's immediate family are defined as the employee's spouse/common law, mother, father, step mother, step father, grandparents, sons and daughters, brothers and sisters, mother-in-law, father-in-law and grandchildren.

One (1) day off with pay will be granted for the purpose of attending the service of the employee's sisters-in-law and brothers-in-law. It is understood that to qualify for this provision, the funeral must fall on one of the employee's regular work days, and the employee must attend the funeral.

#### ARTICLE NO. 13 - JURY DUTY

Any regular full-time employee who is required to perform Jury Duty, and/or is subpoenaed as a crown witness, on a day on which he normally would have worked, or attends court in response to a subpoena only to give evidence as a witness concerning matters resulting from an incident which directly involved the employee and/or the Company, occurring during the regular course of his employment with the Company, will be reimbursed by the Company for the difference between honorarium received and their regular straight time hourly rate of pay for their regular scheduled hours.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day, or forty (40) hours per week, for hourly paid employees, less pay received for Jury Duty. The employee will be required to furnish proof of Jury Duty pay or Witness Fee received therefore, and the employee shall be responsible for accounting to the Company for Witness Fee received, both with a subpoena and subsequently for service thereof. Any employee on Jury Duty or witness attendance shall, subject to this provision, make themselves available for work before and after being required for such duty whenever practicable.

This Clause shall have no application for an employee on Leave of Absence, or when receiving benefits under the Health and Welfare Program, annual vacations, Workers' Compensation or as otherwise covered by this Agreement.

#### ARTICLE NO. 14 - PENSION

Effective ratification the Company will contribute two dollars and twenty-five cents (\$2.25) per hour to the Prairie Teamsters Pension Plan. In order to determine the number of hours to be credited, the employee's gross earnings are to be divided by his hourly rate. Vacation pay is to be considered part of gross earnings.

- 14.1 Contributions and remittances referred to in Section 11.1 above, shall be remitted monthly by the fifteenth (15<sup>th</sup>) 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.
- 14.2 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.
- 14.3 The Union will advise the Company in writing of any delinquency.

- 14.4 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.
- 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 the recovery of the amount due.

### **ARTICLE NO. 15 - HEALTH AND WELFARE**

#### 1. Eligibility

- a) The Company shall establish and operate the JACK COOPER CANADA LP1 COMPANY HEALTH AND WELFARE PLAN, to provide benefits for every full-time regular employee covered by this Agreement, who wishes to be covered, and who has completed ninety (90) calendar days of employment with the Company.
- b) Notwithstanding the provision of the previous Sub-section (a), any employee who is hired by the Company 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 a comparable Health and Welfare Plan of any other Company having a contract with any Teamster Local Union.
- c) There will be no eligibility waiting period for current regular full-time employees for benefits added to the Health and Welfare Plan.
- 2. **Group Insurance** with a Life Insurance Company licensed to operate in Canada will be provided for members who join with the following minimum coverage:
  - a) Life Insurance Coverage in the amount of thirty thousand dollars (\$30,000.00) covering death from any cause. Effective January 1, 2005 this amount will increase to forty thousand dollars (\$40,000.00).
  - b) Non-occupational Accidental Death and Dismemberment coverage for loss within ninety (90) days of the accident of life, limb, or sight according to the following schedule:

Loss of Life	.\$30,000.00
Loss of both hand 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	.\$30,000.00

Effective January 1, 2005 these amounts will increase to \$40,000.00

c) A survivor's income benefit will be provided in addition to the Life Insurance for the employee's beneficiary in the amount of one hundred dollars (\$100.00) per month, guaranteed for ten (10) years.

- 3. **Non-occupational Weekly Indemnity Coverage** will be increased to four hundred and twenty-six dollars (\$426.00) a week, commencing on the first (1<sup>st</sup>) day of necessary absence for work due to accident, and on the fourth (4<sup>th</sup>) day of necessary absence from work during any period of disability, continuing for a maximum of fifty-two (52) weeks during any period of disability.
  - a) Periods of disability from the same cause shall be considered as separate periods of disability, provided they are separated by a return to active employment with the Company for at least one full week. Weekly indemnity payments under this Sub-section will not exceed seventy-five percent (75%) of any employee's normal earnings.
  - b) If, after expiry of the fifty-two (52) weeks, an employee remains under disability, he shall be paid the sum of one thousand dollars (\$1000.00) per month by way of long term disability benefits, during the period of his disability, to age sixty-five (65) (non-integrated).

Effective January 1, 2003 this amount will increase to one thousand one hundred dollars (\$1,100.00) per month.

Effective January 1, 2005 this amount will increase to one thousand two hundred dollars (\$1,200.00) per month.

4. The Employer shall provide a Dental Plan covering the employee, his spouse and unemployment dependent children to age twenty-one (21), with coverage as follows:

- 5. a) The applicable Provincial Health Medical Plan will provided to all employees covered by this contract.
  - b) 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.
- 6. The Company will provide an Extended Health Plan, which will assist payment for certain medically necessary services and supplies which are not covered under a Provincial Hospital Insurance Act, and a Provincial Medicare Act. This will include, but not be limited to, local ambulance service, medical supplies, aids (including hearing aids) and appliances, drugs and medication, vision care benefits and services of medical technicians.

  Extended coverage will include:
  - a) two hundred and fifty dollars (\$250.00) for glasses coverage per twenty-four months and one (1) eye exam per year.
  - b) three hundred and fifty dollars (\$350.00) per calendar year for massage.
  - c) three hundred and fifty dollars (\$350.00) per calendar year for physiotherapy.
- 7. The cost of the Health and Welfare Plan will be shared, with the Company paying seventy-five percent (75%) and the employee paying twenty-five percent (25%).

8. When an employee goes off work, ill or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare fees and Union dues, for a maximum of three (3) months, so that at all times the employee shall be protected too the utmost.

At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing, he will be eligible for a further three (3) months protection, to a maximum of twelve (12) months coverage. When an employee returns to work, the Company shall deduct from his earnings any monies the employee would normally be 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.

- 9. Part-time employees shall not be covered under the provisions of this Health and Welfare Plan.
- 10. Coverage for benefits under the Health and Welfare Plan will remain in force for the whole of any month in which the employee works a portion, whether or not the member remains in the employ of the Company for the whole of such month.

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.

#### **ARTICLE NO. 16 - DURATION**

16.1 This Agreement shall become effective July 1, 2018 and remain in full force and effect to the thirtieth (30<sup>th</sup>) day of June, 2022, and from year to year thereafter, unless written notice of a desire to amend this Agreement or negotiate a new Agreement is given by either Party by registered mail, not more than one hundred and twenty (120) days and not less than sixty (60) days prior to expiry date in any year.

In the event that such notice is given, this Agreement shall remain in full force and effect until a new Agreement is reached or a strike or lockout occurs.

SIGNED THIS 20 DAY OF DECEMBER ON BEHALF OF THE COMPANY ON BEHALF OF THE UNION Jack Cooper Canada LP1 General Teamsters Local Union No. 362 Darren Craswell Chance Hrycun, Director of Labour Relations Business Agent Grant Bertrand Bernie Haggarty, Terminal Manager Business Agent Richard Brown, Terminal Manager Business Agent

#### **APPENDIX "A"**

#### **WAGE RATES**

CLASSIFICATION	Current	Ratification	July 2021
Dispatch	\$24.80	\$25.30	\$25.50
Clerical	\$22.45	\$22.90	\$23.20

#### **COLA CLAUSE**

In the interest of addressing the unique economic situation in Alberta, and it's potential effects on Saskatchewan and Manitoba, a cost of living adjustment will be applied to all full-time employees covered by this Agreement.

The cost of living adjustment will be triggered once the respective annual "All Items" Provincial consumer price index (CPI) as published by Stats Canada surpasses three percent (3%).

For each .05 per cent increase in the respective annual "All Items" Provincial CPI over and above three percent (3%), a one cent (\$.01) per hour lump sum payment will be made once annually based on the previous years CPI.

Payment of the cost of living adjustment will be made the month following the release of the annual AAII Items@ Provincial CPI.

The lump sum payments will be based upon the following time periods...

- 1)
- Calendar year 2006 Jan 1, 2006 through Dec 31, 2006 Calendar year 2007 Jan 1, 2007 through Dec 31, 2007 2)
- 3) Calendar year 2008 - Jan 1, 2008 through Dec 31, 2008

#### Calculation example

Annual gross salary -	\$75,000
Hourly rate (rate at time of calculation	\$21.84
CPI	4%

75000/21.84=3434 hrs.

4% - 3% = 1% / .05 = 20 cents per hour

3434 hrs. x .20 cents = \$686.80 (lump sum payment)

## **LETTER OF UNDERSTANDING #1**

**BETWEEN:** 

JACK COOPER CANADA LP1

(Hereinafter referred to as the COMPANY)

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362** 

(hereinafter referred to as "the Union")

RE:

Clerical Wage Rate Adjustment

The Company has agreed to adjust the rate of pay for the Clerical position. Effective August 13, 2020 the employer will compensate the employees as per the below wage table.

#### **APPENDIX "A"**

#### **WAGE RATES**

CLASSIFICATION	Current	Ratification	July 2021
Dispatch	\$24.80	\$25.30	\$25.50
Clerical	\$24.80	\$25.30	\$25.50

SIGNED THIS TO DAY OF AVGUST 2020

ON BEHALF OF THE COMPANY Jack Cooper Canada LP1	ON BEHALF OF THE UNION General Teamsters Local Union No. 362
_//Millians	
Darren Craswell	Chance Hoveup
Director of Labour Relations	Business Agent
Grant Bertrand	Bernje Haggarty,
Terminal Manager	Business Agent
Glen Likness	The state of the s
Terminal Manager	Richard Brown,
remmarader	Business Agent