

THIS AGREEMENT ENTERED INTO THIS 18th DAY OF MARCH, 2019

BETWEEN:

MacCOSHAM CARTAGE CO. LTD
COMMISSION OPERATOR DIVISION
Edmonton, Alberta
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

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

THIS AGREEMENT TO COVER EMPLOYEES WORKING AT
C.P. INTERMODAL YARD, EDMONTON, ALBERTA

April 1, 2019 – March 31, 2023

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THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE NO. 1 - INTENT AND PURPOSE

Whereas the Company and the Union desire to co-operate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Company and the employees covered by this Agreement, and to provide methods for a fair and peaceable adjustment of all disputes which may arise between them, so as to secure full stabilization of employment and industry.

ARTICLE NO. 2 - BARGAINING AGENCY

The Union is recognized as the sole bargaining agency for the purpose of collective bargaining during the life of this Agreement, and thereafter, until such time as the bargaining unit elects another bargaining agent of their choice in accordance with the Labour Act.

ARTICLE NO. 3 - POSTING OF AGREEMENT

The Company will provide a bulletin board for the posting of this Agreement, and for such notices as the Union may from time to time wish to post.

ARTICLE NO. 4 - UNION SECURITY

- 4.1 All full-time employees covered by this Agreement, who have been employed for seven (7) calendar days, shall as a condition of employment pay the monthly Union dues as regular members of the said Union, or the equivalent thereof.
- 4.2 All employees who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.

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.

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 two (2) pays 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.

There shall be no responsibility on the part of the Company with respect to employment of probationary employees should they be laid off or discharged during the probationary period.

- 4.3 When additional regular employees are required, the Company will give consideration to Union members, recommended by the Union.
- 4.4 Except as otherwise herein provided, all storing and handling of merchandise, or other goods or materials, shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company.
- 4.5 Temporary employees will not be used for the purpose of handling merchandise or other material while the Company has regular employees available.
- 4.6 The Company shall have the right to utilize contractors to perform work, provided that no employee on the seniority list is laid off as a result of utilizing contractor services.
- 4.7 a) A regular employee shall be considered as such employee of the Company when:
- i. the employee has completed the probationary period,
 - ii. the employee makes himself/herself available to the Company for full-time employment, or as the employee may be needed,
 - iii. the employee has fully qualified in regard to the Company-approved physical examination or other normal Company requirements.
- b) A casual employee shall:
- i. be hired on an incidental and temporary basis, to provide for additional manpower.
 - ii. be given first opportunity to qualify as regular employees as openings become available, and will then be placed at the bottom of the regular employees' Seniority List, providing they meet all Company qualifications and requirements.

- 4.8 a) All newly hired regular employees shall be considered as probationary employees for the first ninety (90) calendar days of employment.
- b) 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.
- c) On completion of ninety (90) days of probationary employment, such employees shall be entitled to all rights and privileges of this Agreement.

ARTICLE NO. 5 - GENERAL

- 5.1 a) 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. A copy of all rules and regulations shall be given to the Union and employees.
- b) The Company shall always have the right to hire, and to discipline, demote or discharge employees for proper cause.
- 5.2 a) The Parties hereto recognize that all the clauses and stipulations of this Agreement are subject to the Grievance Procedure.
- b) The Union shall appoint or elect such number of Shop Stewards as the Union deems necessary, and shall notify the Company of such appointment or election. Such Shop Stewards shall have twelve (12) months continuous service with the Company. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.
- c) The Company shall allow time off without pay to any employee who is serving on a Union Committee, or as a Delegate, providing all requests for time off are reasonable, and/or do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.
- d) Authorized agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to Union contract clauses, and shall in no way interrupt the Company's working schedules.
- e) This Agreement shall be binding upon the Parties hereto, or their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business or any part thereof shall, without recourse to the Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.
- f) The Company will indicate the amount deducted for Union dues, in the appropriate box on the employees' T-4 Slips.
- g) The Company and Union shall establish, during the term of this Agreement, a Labour/Management Committee. This committee will be advisory in nature, and will meet to discuss and recommend on matters concerning operations. Each Party will endeavour to inform the other, in advance, of the subjects that they wish to discuss at these meetings.

- h) The necessity of the classification of a Lead Hand will be at the discretion of the Company and they will be a regular employee who will direct the work of the others while performing the same work themselves. They will not have the authority to directly hire, fire, suspend or discipline employees.

They will be a Member of the Union.

Seniority in the unit shall prevail for layoff purposes or shift discontinuance.

Where the Company designates that a Lead Hand is required, a bid will be posted and the position will be filled with a qualified person that applies for the position. An employee who wishes to receive training to qualify for a Lead Hand position can request such training in writing to the Company.

The Company shall have full discretion in the selection of the Lead Hand and full determination whether lead hand is required however, when qualifications are equal in every respect, the most senior employee will be given preference. Such bids for that position will be posted for seven (7) days.

The Lead Hand will receive a three dollar (\$3.00) per hour premium above their regular hourly rate.

- i) The Employer agrees to not incorporate driverless power unit (truck and or lift) technology within the bargaining unit, however should the Employer introduce technological change by altering methods, procedures or processes and if such change will displace employees in the bargaining unit, the Employer will notify the Union.

ARTICLE NO. 6 - SENIORITY

- 6.1 Seniority shall be based on the length of continuous service an employee has been on the payroll, subject to Section 6.2 of this Article. Seniority shall be by location within this agreement.
- 6.2 An employee shall lose all seniority rights for any one or more of the following reasons:
 - a) voluntary resignation
 - b) discharge for cause
 - c) failure to return to work after layoff under Section 6.3 of this Article.
- 6.3
 - a) Seniority shall prevail within the Company in the event of layoffs, with the junior employee covered by this Agreement being laid off first, providing the senior employee is capable of performing the remaining work.
 - b) The Company agrees to rehire laid off employees on a seniority basis, commencing with the last employee laid off. When recalling any employee to work after being laid off, the employee shall be notified by Registered mail, directed to the employee's last known address, and such employee will be allowed seven (7) days to report to work.
- 6.4 Daily call-in Monday through Sunday, will be on a seniority basis. Preference of overtime shall be given to senior employees, but the employee shall have the right to decline; however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

An employee who has worked a total of eight (8) hours overtime in a week, shall not be required to work any further overtime that week, provided the employee notifies the Employer of his intent. The Employer shall post a weekly overtime list. Employees looking for the overtime work shall sign the list indicating the day of preference.

- 6.5 a) Company-authorized Leave of Absence, for any other reason than ill health, shall be in writing, and will consist of a maximum of thirty (30) days. Any extension of Leave of Absence over thirty (30) days shall be in writing, and agreed upon by the Union, the Company, and the employee concerned.
- b) In the event that a driver shall suffer revocation of Driver's License, and other employment is not available within the Company, the employee shall be granted a Leave of Absence for the duration of the revocation, providing the reason for revocation did not occur while at work, or driving Company equipment unless by mutual agreement the maximum leave shall be one hundred and twenty (120) days.

- 6.6 a) Seniority will prevail for the purpose of promotions, shift preferential, equipment, new jobs, or vacancies within the Company, providing that the employee is qualified, but there shall be no job bumping privileges. Any new job or vacancy on existing jobs, shall be posted for seven (7) days for bid.
- b) It is agreed between the Company and the Union that once each year all employees may bid to transfer to other start times within their classification, providing they have the necessary qualifications and seniority.

The bid will be held annually in the month of March and will be posted for seven (7) days commencing on the first of that month. The bid will show the number of departmental shift starting times and or special operations. Each employee will be brought into the office in order of seniority to sign the bid at which time the employee must indicate their preference. The transfer of employees will be affected commencing on the first Sunday of the month in April. The results of the bid will be posted for at least seven (7) days prior to the annual change and the Local Union's area office concerned will be given copies when completed. Employees who are away from work will be contacted by the employer via phone call to confirm their preference.

Employees can only move from dayshift to nightshift or nightshift to dayshift when a vacancy is posted.

- 6.7 The Company will post and maintain Seniority Lists. Such up-to-date Lists will be posted each month of the year. Copies of current Lists will be provided to the Local Union. Any employee wishing to protest seniority must do so within thirty (30) days of the posting of the Seniority Lists.

Seniority Lists will be made up as follows:

A master Seniority List of all employees covered by this Agreement, showing the official date each employee became employed as a regular employee.

- 6.8 a) **Promotion** - When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence to take a position within the Company which is beyond the sphere of the bargaining unit, the employee may retain his/her seniority for a maximum of ninety (90) days within the former unit.

- b) At the end of this period of ninety (90) days, the employee must exercise his/her seniority rights by returning to the former unit, or relinquish all such seniority rights.

Other Leave of Absence – When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence to take a position within the Union which is beyond the sphere of the bargaining unit, the employee may retain his/her seniority for a maximum of one (1) year within the former unit.

ARTICLE NO. 7 - SAFETY CONDITIONS

- 7.1 **Maintenance of Equipment** - It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition.
- 7.2 It shall be the duty of the employee to report in writing on the appropriate forms of the Company, promptly but not later than the end of their trip or shift, all safety and/or mechanical defects on the equipment which they operated during that shift or trip. If the driver fails to notify the Company of any equipment defects, the employee shall be subject to reprimand.
- The Company agrees that a management employee will sign, acknowledging the employee's report indicating any defect(s) that existed relating to the safe operation of the vehicle, and that the defect will be corrected in a timely manner.
- 7.3 It shall be the obligation of the Company to so inform the employees as to which Supervisor to whom such reports on such equipment will be made in the Branch, Division, or area of operation.
- 7.4 It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.
- 7.5 It shall be the duty of the Maintenance Shop employees to perform their duties efficiently and as instructed, in such manner that repairs, having been made, do correct the safety and/or mechanical defect.
- 7.6 In the event the repairs cannot be effected, the equipment will be correctly identified and be kept out of service until repaired. In the event a dispute arises as to the safety condition of a unit, the Supervisor will be required to sign that this unit is safe to operate.
- 7.7 In order to provide adequate vision, front and rear, the Company shall install heaters, heated defrosters, and mirrors with convex mirrors on all trucks and powered equipment. The said mirrors on all new or renewed equipment shall be of an adequate size, six inches by twelve inches (6" x 12"), and they shall be properly supported.
- 7.8 The Company will endeavour to keep speedometers in proper working order, and all units will be supplied with fire extinguishers.
- 7.9 Drivers will not be required to tow units for any reason.
- 7.10 The Company agrees to maintain clean, sanitary washrooms, having hot and cold running water, with toilet facilities at its main terminals and garages.
- 7.11 The Company shall provide clean and adequate lunchrooms for its employees at its main terminals, where such lunchrooms are used by the employees.

- 7.12 The Company will install fire extinguishers and First Aid kits in all units in compliance with the Workers Compensation Act. The onus will be on the employee to report all shortages to the Foreman, Dispatcher, or Operations Manager.
- 7.13 The Company will supply windshield washer fluid for the months of October through April, on condition drivers keep windows, headlights, and taillights clean.

ARTICLE NO. 8 - HOURS OF WORK

- 8.1 When possible, the Company will establish the work week to be Monday through Friday, with the day shift commencing between 6:00 a.m. and 10:00 a.m. However, the Company, at its discretion, may establish work weeks and starting times as it deems necessary.
- 8.2
 - a) Every employee will be paid one and one-half (1 ½) times the regular rate of pay for all hours worked on their designated days of rest. However, employees who missed days during the week, and volunteer to work on their scheduled days off, will be paid at straight time. Employees who are required to work on a mandatory basis will be paid at one and one-half (1 ½) times their base rate.
 - b) Regular employees who, due to shortage of work, are short on hours in their work week, shall be given first opportunity to work on the sixty (6th) or seventh (7th) shift in their work week, at the straight time rate, on the basis of seniority and classification, subject to Article 8.3(a). When all employees have forty (40) hours in a given work week, they shall be called by seniority and classification.
- 8.3
 - a) When a regular employee is called in, and reports for duty, on a regularly scheduled work day, the employee shall be guaranteed a minimum of four (4) hours pay.
 - b) Regular employees reporting for duty on a call-out or call-back basis, inconsistent with their regular scheduled working day or shift, shall be guaranteed a minimum of four (4) hours pay at the appropriate rate of pay. If the employee works four (4) hours and fifteen (15) minutes, he shall be guaranteed six (6) hours pay, and if the employee works six (6) hours and fifteen (15) minutes, he shall be guaranteed eight (8) hours pay.
- 8.4 Employees whose normal work shift is ten (10) hours, shall receive ten (10) hours pay for Statutory Holidays as per Article No. 11.
- 8.5 Rates of Pay per Hour, effective:

CLASSIFICATION	APRIL 1/18	APRIL 1/19	APRIL 1/20	APRIL 1/21	APRIL 1/22
Yardmen / Groundmen	\$23.60	\$24.02	\$24.50	\$24.99	\$25.49
Tractor Drivers - in CP Yard	\$24.00	\$24.43	\$24.92	\$25.42	\$25.93
Machine Operators	\$25.80	\$26.27	\$26.80	\$27.34	\$27.89

8.6 New Hired Rate

- a) First ninety (90) days of employment - one dollar and fifty cents (\$1.50) per hour less than the classification rate of pay. On the ninety-first (91st) day of employment – one dollar (\$1.00) per hour less than the classification rate of pay. The Company may waive the progression rate at the discretion of the Company. At the end of nine (9) months of employment, the employee shall be at the full rate of pay.

8.7 Employees will receive a nine (9) hour rest between scheduled shifts, or will be paid overtime rates for all hours worked on the following shift.

8.8 The RRSP Direct Deposit program will apply to all full-time employees in the Commission Operators Division. The program will come into effect on the ninety first (91st) day for all new employees. Payments will be made based on four (4) week work intervals and in turn paid into the individual accounts four (4) weeks later. All employees are responsible to get the proper paperwork filled out and submitted to the designated financial institution. The Company will provide direction to employee. Payments will be made only to individual RRSP programs within the financial institution currently designated by the Company (Investors Group). All amounts paid are paid base on total hours worked. An employee working overtime will be paid wages at overtime rates, but the RRSP will be paid at the same rate for both overtime and regular hours. This single rate is defined in this Section. No benefits or holiday pay will be applied to the RRSP amount. The funds will be paid to the individual accounts. The employee will be responsible for any taxes owed upon withdrawal. The Company will not be held liable for any monies owed the Government of Canada or Alberta by employee. The funds will be paid to two (2) distinct groups made up as follows:

Machine Operators - to a maximum of fourteen (14) employees

Tractor Drivers - in CP Yard, Yardmen/Groundmen - balance of employees.

CLASSIFICATION	CURRENT
Yardmen / Groundmen Truck Drivers – in CP Yard	\$3.00
Machine Operators	\$4.00

8.9 Employees required to move from day shift to night shift or from night shift to day shift to cover short term vacancies shall receive a shift premium of two dollars (\$2.00) per hour to accommodate the life style change.

ARTICLE NO. 9 - PAY and WORKING CONDITIONS

9.1 a) Wages shall be paid on every second Friday by direct deposit.

The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed, itemized statement in respect to all payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the rate applicable, and all deductions made from the gross amount of wages.

- b) If an error occurs in the payroll computation of an employee's paycheque, and the amount is equal to one (1) days' pay or more, the employee shall be entitled on request to receive same within two (2) business days after the request. If an employee improperly completes a time card or pay claim, or does not turn them in immediately on completion of the trip or tour, any pay so affected will be included with the next regular pay period.
 - c) Upon discharge, the Company shall pay as soon as possible, all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the payday in the week following such quitting.
- 9.2 When a commission employee meets with a personal injury while on duty, which prevents the employee from completing the shift, the employee will be paid a sum equal to the average daily rate earned in the previous five (5) working days.
- 9.3 No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages, or conditions, during the term of this Agreement.
- 9.4 When an employee goes off work ill, or on Compensation, the Company shall continue to pay both the Health and Welfare fees and Union dues so that at all times the employee shall be protected to the utmost, provided:
- a) The employee reimburses the Company for that portion of such contributions made on their behalf, and is at no time more than five (5) months in arrears, and
 - b) the period of such coverage shall not exceed twelve (12) months.

When an employee returns to work, the Company shall deduct from their earnings, any monies the Company has paid out in respect to their contributions.

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

- 9.5 Any Company or Government-required physical or medical examination, including drivers medical exams for the purpose of their vehicle operator's license, will be promptly complied with by all employees; provided however the Company will pay for all such physical or medical examinations. The Company and the employee will give each other twenty-four (24) hours' notice prior to such examination.
- 9.6 An employee who has been absent from work because of illness or accident, shall not suffer a reduction in regular wages only because the Company requires a medical examination prior to the employee resuming work.
- 9.7 If an opening is available in any other department, any employee whose health has been certified by a medical doctor to be such that he or she must change jobs, he or she shall be given work in another unit or classification. A reasonable length of time will be given, not to exceed ten (10) working days, to qualify for the job provided.

- 9.8 Any regular full-time employee who is required to perform Jury Duty on a day on which the employee would normally have worked, or attends court in response to a subpoena, only to give evidence as a witness concerning matters occurring during the regular course of employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or witness attendance, and the employee's regular straight time hourly rate of pay, for regularly scheduled hours of work. 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, less pay received for Jury Duty or witness attendance. The employee will be required to furnish proof of jury service or witness attendance, and jury duty pay or witness fee received therefor, and the employee shall be responsible to account to the Company for witness fee received both with a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall subject to this provision make himself or herself available for work before or after being required for such duty, whenever practicable. This clause will have no application for any employee on Leave of Absence, or when receiving benefits under Compensation or as otherwise covered in this Agreement.
- 9.9 When a death occurs to an employee's immediate family, the employee will be granted, upon request, an appropriate Leave of Absence, and if the employee attends a service, the employee will be compensated for their regular hours lost from their regular shift, at their regular hourly rate, on any of the days prior to the service, the day of the service, and the day after the service, for a total of three (3) paid days. In addition if the service is in excess of two hundred kilometers (200kms) from the Edmonton location, two (2) additional unpaid days will be granted for a total of five (5) days. Any employee who requests additional unpaid time off for bereavement will not be unjustly denied. Members of the employee's family are defined as the employee's spouse, or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
- 9.10 The Company agrees to pay the full cost of any drivers abstract required by the Company.
- 9.11 The Company shall provide commissioned employees, upon request, reimbursement to a maximum of three hundred dollars (\$300.00) every twelve (12) months for the purchase of safety equipment (PPE), coveralls, rain gear, gloves or steel toed boots. Receipts must be provided to the Company and all items must be CSA approved and meet all CPR yard requirements. Reimbursement will be by cheque and will be paid in no more than ten (10) business days from the Company receiving the receipts.

Effective April 1, 2020 – reimbursement to a maximum of three hundred and twenty-five dollars (\$325.00).

Effective April 1, 2021 – reimbursement to a maximum of three hundred and fifty dollars (\$350.00).

Effective April 1, 2022 – reimbursement to a maximum of three hundred and seventy-five dollars (\$375.00)

New hires shall receive this allowance upon date of hire. Should these employees leave prior to twelve (12) months from date of hire, said employee shall be responsible for the above cost.

- 9.12 All regular employees who have one (1) continuous year of service or more shall thereafter accumulate paid sick leave at the rate of one quarter (1/4) day per employed month to a maximum of three (3) annual days. The accumulation of said sick leave is to be based on the following provisions:
- i. The employee will begin accumulation of sick leave on the start of the pay period immediately following the date they complete one (1) year of continuous employment.
 - ii. The employee must be paid for not less than one hundred and twenty-eight (128) hours in the calendar month to be credited for one-quarter (1/4) day in that month including vacation and General Holidays.
 - iii. Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.
 - iv. Any unused sick days will be paid out on the first pay period in the month of December.
 - v. A day's pay for employees will be eight (8) hours pay at the regular hourly rate for the employees classification.
 - vi. It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.

ARTICLE NO. 10 - STATUTORY HOLIDAYS

- 10.1 a) All regular employees who have completed thirty (30) days of employment and have qualified as regular employees, shall be entitled to the following Statutory Holidays:

New Years Day	Labour Day
Family Day	Civic Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

In the event the Government of Canada, or the Government of Alberta, declares any other holiday as a Statutory Holiday, the such-named holiday will be added to the above list.

- b)
 - i. Employees will be paid for a Statutory Holiday, a sum equal to the average daily rate earned in the previous five (5) working days.
 - ii. Employees who work on a Statutory Holiday will receive one and one-half (1 ½) times the rate earned on that day.
 - iii. Employees will be paid two (2) times the rate for working Christmas Day.
- 10.2 Employees shall be entitled to Statutory Holiday pay for the specified Holiday, subject to the following qualifications:
- a) An employee shall not be entitled to receive pay for any Statutory Holiday where such Holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever, or due to sickness or Compensation is excess of one (1) week.
 - b) Employees absent from duty, other than for proven sickness or Company authorization, on the day before the Holiday, and/or the day after the Holiday, shall not be paid for the Holiday.

- 10.3 In the event any of the above-mentioned Holidays fall during an employee's annual vacation, the employee shall receive an extra day off with pay, added to his vacation for each Holiday.
- 10.4 In the event any of the above-mentioned Holidays fall on an employee's regular day off, the next regular work day shall be observed.

ARTICLE NO. 11 - ANNUAL VACATIONS

- 11.1 Every employee is entitled to, and shall be granted, a vacation with pay as follows:
- a) Two (2) weeks vacation with pay after the completion of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages of the employee during the year in which the employee qualified for such vacation.
 - b) Employees who have completed five (5) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks vacation, with pay in an amount equal to six percent (6%) of the gross wages of that employee during the year in which the employee qualified for such vacation.
 - c) Employees who have completed nine (9) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks vacation, with pay in an amount equal to eight percent (8%) of the gross wages of that employee during the year in which the employee qualified for such vacation.
 - d) Employees who have completed fifteen (15) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, five (5) weeks of vacation, with pay in an amount equal to ten percent (10%) of the gross wages of that employee during the year in which the employee qualified for such vacation.
 - e) Employees who have completed twenty (20) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, six (6) weeks of vacation, with pay in an amount equal to twelve percent (12%) of the gross wages of that employee during the year in which the employee qualified for such vacation.
 - f) Payment for all vacations shall be based on prior year's gross earnings as shown on the employee's T-4 Slip, and set up as a payable for the following year's vacation.

EXAMPLE:

Starting Date	October 1, 1979
Completion of five (5) years	October 1, 1984

Vacation in 1985 - pay as set up from T-4 Slip as follows:

Gross earnings:

January 1, 1984 - September 30, 1984	- 4%
October 1, 1984 - December 31, 1984	- 6%

- 11.2 The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be determined by seniority, and Vacation Lists shall be posted in January and February of each year. The most senior fifty percent (50%) of the employees must indicate their choice of time prior to the end of January, and the remaining employees shall then exercise their choice prior to the end of February. Once this list is filled out and accepted by the Company, it shall not be changed unless mutually agreed to by the Company and the employee(s) concerned. Any employee not specifying a time of vacation within the above designated periods shall receive vacation at the discretion of the Company.

The Company will allow the following number of employees on vacation at any one (1) time;

ten percent (10%) of each classification off at any one time, to a minimum of one person from each classification

- 11.3 An employee laid off, or leaving the Company, before completion of a full year of service, shall be entitled to a pro-rated vacation, with pay computed on the same percentage of gross wages during the portion of the year worked.
- 11.4 An employee shall receive the total vacation pay on a separate cheque, fourteen (14) days prior to commencing holidays. Vacation pay will be paid when holidays are taken and to a maximum of two (2) payments per year.

ARTICLE NO. 12 - MAINTENANCE OF STANDARDS

- 12.1 All conditions not mentioned in this Agreement shall remain in effect as though they were part of this Agreement.
- 12.2 Employees temporarily assigned to lower rated positions shall not have their rates reduced.
- 12.3 Employees temporarily assigned to higher rates positions, exceeding three (3) days of continuous employment, shall receive the higher rate of pay, except those defined as Charge Hands.

ARTICLE NO. 13 - UNION CONTROVERSY

Employees shall make a good faith effort to perform their duties where a labour dispute exists. If the employee is unable to safely cross a picket line or perform duties, the employee shall contact the Dispatcher. It shall not be a violation of this Agreement, or cause for discharge of any employee in the performance of his or her duties, to refuse to cross a picket line, if the steps listed above have been followed.

ARTICLE NO. 14 - DISMISSAL

- 14.1 The Company will not discharge any employee without just cause, and shall give at least one (1) warning notice in writing of the complaint against any such employee for discourtesy to customers, abuse of equipment, or any other cause considered sufficient by the Company. The Company will give the Shop Steward a copy of such warning notice. No warning notice need be given to any employee before the employee is discharged, if the cause for such discharge is drinking while on duty or during meal periods, dishonesty, or leaving the job without notice. All warning letters shall be removed from the employee's file after one (1) year has expired.
- 14.2 Should any discharged employee feel that such dismissal is unjust, the employee may apply for a hearing of his or her case through the Grievance Procedure within five (5) days of the date of discharge. Should it be found that an error has been made, the employee shall be reinstated and reimbursed for all time lost. Such reimbursement to be less all monies otherwise earned during the period in question.

- 14.3 A driver suspended or discharged away from the home terminal shall receive transportation to the home terminal.

ARTICLE NO. 15 - LOSS or DAMAGE

Employees will not be charged for loss or damage except where clear proof of negligence is shown, and if the employee concerned denies negligence the employee shall not be dismissed or laid off for non-payment unless the question of his negligence has been decided by Arbitration under the Arbitration Act. In no event will the Company deduct any monies from an employee's earnings unless the employee has signed the proper authorization.

ARTICLE NO. 16 - GRIEVANCE PROCEDURE

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

- 16.1 **Step 1** - Any grievance or an employee shall first be taken up between such employee and the Supervisor. However, such employee will be entitled to representation by a Shop Steward or representative of the Local Union.

Time limit to institute a grievance:

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

- 16.2 **Step 2** - Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union, or Shop Steward, and the Supervisor. Such grievance shall be in writing and signed by the grieving employee.

- 16.3 **Step 3** - Failing settlement under Step 2, such grievance and any question, dispute, or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative, authorized by the President of the Company.

- 16.4 **Step 4** - If the grievance is not settled at Step 3, 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 5 of the Grievance Procedure.

- 16.5 **Step 5** - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Alberta Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

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

ARTICLE NO. 17 - HEALTH and WELFARE PLAN

- 17.1 a) The Company shall establish and maintain a Health & Welfare (Group Insurance Plan) similar to that of the current Prairie Teamsters Health & Welfare Plan the benefits incorporated therein being equivalent. The Union will advise the Company of any changes in benefit levels of the Prairie Teamsters Health and Welfare Plan.
- b) Any member of the Union who is in the employ of the Company shall as a condition of employment join the Health and Welfare Plan.
- c) Any employee who is hired by the Company after the effective date of the Health and Welfare Plan, shall as a condition of employment, join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.
- d) This Health and Welfare Plan shall not be effective until the employee completes all necessary forms.
- 17.2 a) It shall be the responsibility of the Company to provide to the employees all necessary Health and Welfare forms.
- b) It shall then be the responsibility of the employee to cause such forms to be filled out, and completed by the employee's doctor, so that they can be processed in order.
- c) The Company shall cause the Insurance Carrier to remit payment due the employee not less frequently than the employee's normal pay period.
- 17.3 a) The effective date for changes to the Health and Welfare Plan shall be August 1, each year.
- b) It shall be the responsibility of the Company to provide to the employee, in booklet form, detailed information outlining the level of benefits available under the Plan.
- c) The cost of the Plan to the employee, as provided, shall not exceed the cost of the Prairie Teamsters Plan.
- d) The cost of the Plan as provided, and the Alberta Medicare Plan shall be borne as follows on the first (1st) of April of each year:
- One hundred percent (100%) by the Company

ARTICLE NO. 18 – MAINTENANCE OF ACTIVITIES

Presently effective local customs or practices, written or verbal, which are not specifically covered by provisions of this Agreement and which are not in conflict with its provisions, shall remain in effect during the term of this Agreement. Presently effective local customs or practices, written or verbal, which provide benefits in excess of the specific benefits provided for through the provisions of this Agreement shall be continued for the term of this Agreement unless altered by mutual agreement.

ARTICLE NO. 19 – MENTAL HEALTH AWARENESS

The Employer agrees to participate in the promotion of Mental Health Awareness of Employees in the workplace. The Employer agrees to participate in cost sharing of the CMHA "Safe and Sound" seminar to the maximum expenditure of one thousand five hundred dollars (\$1,500.00) once in the term of the Agreement.

ARTICLE NO. 20 – TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- a) The Teamsters Union/Industry Advance Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.
- b) The Employer shall make contributions of five cents (\$0.05) per regular hour worked for each employee covered by this Collective Agreement.
- c) Payment of said funds shall be made to the Teamsters Union/Industry Advance Fund by the fifteenth (15th) of the month following that to which they refer.
- d) This payment will be independent and separate from any other payment made to the Teamsters Union.

ARTICLE NO. 21 - EFFECTIVE DATE of AGREEMENT

The terms and conditions of this Agreement shall become effective on the first (1st) day of April 2019, and any negotiated renewal shall take effect on the first (1st) day of April 2023.

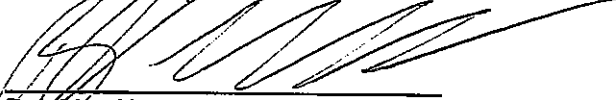
ARTICLE NO. 22 - TERMINATION and AMENDMENTS

- 19.1 This Agreement shall remain in full force and effect as of the first (1st) day of April 2019, and continue in full force and effect through the thirty-first (31st) day of March 2023, and from year to year thereafter as hereinafter provided.
- 19.2 Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to such anniversary date of this Agreement.

SIGNED THIS 10 DAY OF APRIL, 2019

ON BEHALF OF THE COMPANY:


MacCosham Cartage Co. Ltd
Commission Operator Division



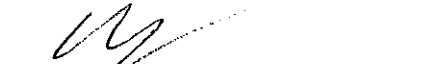
Bob Van Norman
Vice President & General Manager

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Mary Snyder, Business Agent



Chance Hrycun, Business Agent

APPENDIX "A"

TEAMSTERS PRAIRIE PROVINCES PENSION PLAN – ALL EMPLOYEES

- A. All Employees hired after April 1, 2019 – The Company will contribute three dollars (\$3.00) per hour for each hour worked for any employee, in the yardmen/groundmen and truck drivers classifications, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamster Prairie Provinces Pension Plan.

All Employees hired after April 1, 2019 – The Company will contribute four dollars (\$4.00) per hour for each hour worked for any employee, in the Machine Operator classification, as of the first of the month following ninety (90) calendar days of employment, to the Teamster Prairie Provinces Pension Plan.

All amounts paid are paid based on total hours worked and all employees are responsible to get the proper paperwork filled out and submitted to the Teamster Prairie Provinces Pension Plan.

- B. Contributions and remittances referred to in A above, will 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 Union, which will provide full instructions.
- C. 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;
1. The Union will advise the Company, in writing, of any delinquency.
 2. 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.
 3. 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.
- D. After April 1, 2019, the Company will offer all employees the opportunity to participate in the Teamsters Prairie Provinces Pension Plan, however an employee hired prior to April 1, 2019 may elect to stay in the Company provided RRSP program indefinitely. All new employees hired on or after April 1, 2019, upon reaching the eligibility requirements (following ninety (90) calendar days of employment) will all be enrolled in the respective Teamsters Prairie Provinces Pension Plan.

Should an Employee elect to participate in the Teamster Prairie Provinces Pension Plan they may do so any time after April 1, 2019 and may do so one (1) time only. The Employee must indicate this choice to the Company in writing with a copy sent to the Local Union Office. Once an employee has elected to participate in the Teamsters Prairie Provinces Pension Plan they cannot revert back to the Company provided RRSP program.

LETTER OF UNDERSTANDING #1

BETWEEN: MacCOSHAM CARTAGE CO. LTD.
Commission Operators Division
Edmonton, Alberta
(hereinafter referred to as "the Company")

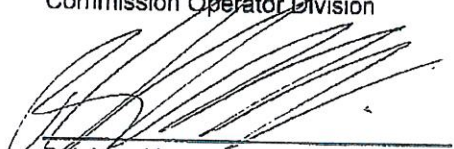
AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as "the Union")

RE: Clarifying Claiming Paid Sick Leave Referenced In 9.12

In addition to the language in 9.12 of the Collective Bargaining Agreement, it is agreed that all sick leave accumulation for the current year will be banked and available for claim in the following year to a maximum of three (3) paid days of sick leave per year. Any accredited sick leave from the prior year may be claimed in accordance with 9.12 VI. Any unclaimed sick leave will then be paid out on the first pay period of December as per 9.12 IV.

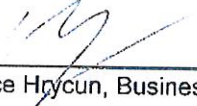
SIGNED THIS 23 DAY OF APRIL, 2019

ON BEHALF OF THE COMPANY:
MacCosham Cartage Co. Ltd.
Commission Operator Division



Bob Van Norman,
Vice President & General Manager

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



Chance Hrycun, Business Agent