

THIS AGREEMENT ENTERED INTO THIS 5<sup>th</sup> DAY OF FEBRUARY, 2019

BETWEEN:

**NORTHERN INDUSTRIAL CARRIERS LTD.**  
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.

January 1, 2019 – December 31, 2023

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## **ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT**

The Company agrees to recognize the Union as the collective bargaining agent for all employees classed as truck drivers, falling within the jurisdiction of this Agreement.

## **ARTICLE NO. 2 - INTENT AND PURPOSE**

- a) It is the intent and purpose of the Parties hereto that this Agreement shall promote and improve harmonious labour relations, and facilitate the peaceful adjustment of differences between the Company and the employees covered by the terms of the Agreement, and to set forth herein the Agreement, terms covering the rate of pay, hours of work, and working conditions to be observed.
- b) The Union, as well as the members thereof, agree at all times, as fully as it may be within their power to further the interests of the Company, and of the trucking industry.

## **ARTICLE NO. 3 - UNION RECOGNITION**

- a) It is recognized by this Agreement to be the duty of the Company, the Union, and the employees to fully co-operate individually and collectively for the advancement of conditions.
- b) The Company will provide a bulletin board at each of its terminals, on which the Union may post necessary notices to its members.
- c) The Union shall appoint or elect Shop Stewards, and will notify the Company in writing of such appointments or elections, within fifteen (15) days thereafter. The Company shall recognize Shop Stewards and will not discriminate against them for lawful Union activity.
- d) Authorized agents for the Union will on each occasion, request access to the Company's establishment for the purpose of investigating conditions related to Union contract clauses, which will not be unreasonably refused.

## **ARTICLE NO. 4 - UNION SECURITY**

It is agreed that as a condition of employment each employee not now a member of the Union, and each new employee must make application upon commencement of employment, and shall become and remain a member in good standing of the Union, within thirty (30) days of his commencement with the Company.

All Employees who are presently employed by the Company 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.

The Company agrees that when it hires new Employees, the Company 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 Company 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 Company 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 Company 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 provided by the Union 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 the date of termination or resignation;
  - Any current address change to be updated as well as name changes (i.e. marriage.)
- a) The Union recognizes the right of the Company to hire whomever they choose and at any time they choose, subject to the seniority provisions contained herein.
- b) 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. Owner-Operators shall be permitted to load, transport or unload their own loads.
- c) The Union recognizes the right of the Company to use vehicles other than its own during the normal course of its business, and in doing so therefore recognizes the Company as the "Carrier", and any other vehicle owner as a "Contractor", by the virtue of an agreement made between the "Carrier" and any such "Contractor".
- d) The Company shall where practical, use its own vehicles in preference to those of any "Contractor", however should the usual course of business necessitate the continued use of any "Contractor(s)", such "Contractor" shall become a member of the Union, and shall remain a member in good standing throughout the life of his contract and during the term of this Agreement.
- e) The Company, as the Carrier, agrees to contract only to those that are an Owner-Driver Contractor.
- f) The Company, as the Carrier, agrees for the duration of this Agreement to deduct from the Contractor and/or remit the monthly dues of any Contractor being a party to an agreement with the Carrier.
- g) Monies deducted and/or remittance for the month, along with a written statement of the names of each Contractor, and the amount of the deduction and/or remittance, shall be forwarded by the Company to the Secretary-Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) day of the following month.

#### **ARTICLE NO. 5 - MANAGEMENT AND GENERAL**

- a) The management, operation, and development, including the right to direct, plan and control operations, and introduce new or improved methods or facilities, is vested in the Company.
- b) The Union recognizes the right of the Company to manage and direct the Company's business in all and every respect in accordance with its commitments, and to alter from time to time any rules and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with this Agreement.

- c) The direction of employees, including the right to hire, demote, promote, transfer, suspend, or discharge for just cause, is the function of management.
- d) In the event of the business, or part thereof, being sold, leased, or transferred, the purchaser, lessee or transferee shall be bound by all the proceedings under this Agreement before the date of sale, lease, or transfer, and the proceedings continue as if no such change has occurred provided however, the Company will not be liable for payment of any kind to be made to the employee of the Union hereunder for any damages by reason of breach of any of the terms and conditions herein contained, by the purchaser, lessee, or transferee.
- e) The contents of this Agreement will not, in any way or under any circumstances, deem to obligate the Company to continue to operate any of its terminals, any of its properties, or any of its parts thereto.

**ARTICLE NO. 6 - DEFINITIONS - Reference to Road Drivers Only**

- a) Driving Time - Time spent driving on either a mileage basis or hourly basis
- b) Work Time - shall include, but not be limited to, loading or unloading.
  - 1. Work time shall mean actual time loading or unloading, tarping and tying down of loads, and time spent on boats or ferries.
  - 2. Time in excess of sixty (60) minutes for pre-trip or post-trip inspection when on a mileage basis.
- c) Wait Time
  - 1. In the event an employee is requested to wait an extended period of time, each twenty-four (24) hour period shall be calculated as follows:
    - For the first eight (8) hours - pay as stipulated in Appendix "A"
    - For the next sixteen (16) hours - there shall be no pay, and thereafter continuing on the same basis for each successive twenty-four (24) hour period.
  - 2. In the event an employee is requested by the Company to wait in excess of two (2) hours at any Company terminal, he shall be paid for such Wait Time at the rate as stipulated in Appendix "A".
  - 3. Wait time at any other point shall not be a consideration unless it is in excess of two (2) hours.
- d) Layover Time - Applicable to Sleeper Cab Operation ONLY
  - 1. Time spent by a driver for the first sixteen (16) hours of each layover - no pay. For the next eight (8) hours - rates as stipulated in this Agreement. For the next sixteen (16) hours - no pay. For the next eight (8) hours - pay as stipulated in this Agreement, and continuing on the same basis for each twenty-four (24) hour period of continued layover. There may be only one (1) layover per trip, providing such trip is one thousand three hundred (1300) miles or less, however and providing further, that trips are inordinately longer, a layover may be requested during each succeeding one thousand three hundred (1300) miles.
  - 2. Layover in Vancouver - Drivers required to layover in Vancouver after the unit is unloaded, and calling in to dispatcher, will be allowed a reasonable travel time to report to the terminal. Layover time, if applicable, will start at the time of the phone call to the dispatcher.

e) Rest Period - Applicable to Single Man Operation ONLY

After a duty period of driving for ten (10) hours, the driver shall be compelled to take a minimum rest period of not less than eight (8) hours before he begins another duty period. When circumstances necessitate a longer rest period in excess of sixteen (16) hours, other than a longer voluntary period, or the Company has requested the driver to wait for further instructions or orders, the driver shall be paid for the first eight (8) hours of waiting at the Wait Time rate as stipulated in Appendix "A", the following sixteen (16) hours shall be without pay, the next eight (8) hours shall be paid, and continuing on the same basis for each complete twenty-four (24) hour period of waiting.

f) Sleeper Cab Operation

When two (2) drivers are assigned to a truck with a Sleeper Cab.

g) Single Man Operation

When one (1) man is assigned to any truck.

h) Breakdown Time

See Work Time for work performed. If not working and not required to be on duty, Wait Time or Layover Time may be applicable.

i) Bobtail

Time spent by drivers taking a tractor, or empty truck only, from one location to another without trailer attached.

j) Deadhead

Non-driving time spent by a driver, going from one location to another, or returning to home terminal.

k) Mileage Rates

The rate of pay applicable for each trip in excess of one hundred (100) outbound miles and paid for on a per mile basis of miles driven. The mileage rate paid compensated for all duties performed in reporting for duty, hooking up, chaining down loads, fuelling truck and checking equipment from original point of departure through to unhooking and tie up at destination or back at original point of departure, and includes the immediate completion of the driver's trip report and the driver's log book when such log book is a necessary part of any driver's report procedure. Miles driven shall be calculated from an official Provincial Mileage Guide.

l) Trips of less than one hundred (100) outbound miles, shall be paid regular hourly rates. Trips that are off the highway shall be paid at the regular hourly rates for the portion that is off the highway. The onus for this is on the driver, and he shall work his trip report accordingly.

m) Off Highway Roads - shall mean all roads that are not maintained or sub-contracted by a Federal, Provincial or Municipal body, dirt roads, and known bush roads, and shall be paid in accordance with Article No. 6 (i).

n) Call-out Time

A minimum amount of four (4) hours pay at work time rate when a driver is called out and reports to work, and he is not given four (4) or more hours work which he might normally be required to do as a driver, or mileage trip in excess of one hundred (100) miles.

o) Premium Pay - payment made over and above pay to which the driver would have been entitled.

p) Accommodation

When a driver is booked off away from his home terminal, the Company will pay reasonable room accommodation upon presentation of a bona fide hotel or motel receipt.

q) Work Week and Work Day

1. A work week shall commence at 12:01 a.m. Sunday, and terminate at 11:59 p.m. on the succeeding Saturday. A day shall be from reporting for duty and starting work, and any succeeding twenty-four (24) hour period.

2. Hours of Work

Driving - daily maximum - thirteen (13) hours.  
- weekly maximum - seventy (70) hours.

r) Sleeper Operation

Two (2) men shall be a Sleeper Team, and no more than two (2) men shall be allowed in a Sleeper unit unless by an act of God, or where new or strange equipment is put into operation, and then only on a trip of less than three hundred (300) miles.

1. Sleeper teams shall not be placed on layover pay when the trip is less than five hundred (500) miles outbound from home terminal or last layover point, but shall go on Wait Time or Work Time whichever is applicable.

2. Where a Sleeper Cab operation is in effect, and only the driver on duty is required to load or unload, either enroute from one terminal to another, or at any terminal point, only the driver on duty shall be paid for his work time. However, should the second driver remain with the truck unit, and after one (1) hour work time has elapsed, he shall be paid wait time for the balance of the work time involved.

3. On Sleeper Teams, only the mileage rate shall be split. All other rates shall be paid where they apply.

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

a) Seniority of an employee will be considered broken, all rights forfeited, and the Company shall not be under any obligation to rehire any employee when he:

1. voluntarily leaves the service of the Company
2. is terminated, or
3. is absent without leave for more than three (3) days.

b) Part-time employees will not be used to deprive any of the regular employees of the conditions of this Agreement.

c) The principle of seniority in each classification, shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job. There shall be no job bumping at any time during the term of this Agreement. The following will apply to all the foregoing parts of this Article.

- d) Seniority shall be by terminal, and three (3) separate classifications for seniority purposes will be recognized, as follows:
  - Class 1 - road drivers that work a "Single" operation
  - Class 2 - road drivers that work a "Sleeper Cab" operation
  - Class 3 - city pickup and delivery drivers working on an hourly basis.
- e) Within each terminal, the Company shall post and maintain Seniority Lists. Such up-to-date lists will be posted as of May 1 and November 1 of each year. Separate lists shall be prepared for each classification for each terminal.
- f) Seniority as used herein will mean an employee's length of service since the last day of hire at the terminal of such hiring.
- g) Any employee wishing to protest his seniority must do so by formally reducing his protest to writing, and submitting this protest to his supervisor and to the Union within thirty (30) days of the posting of the Seniority List.
- h) A probationary period of ninety (90) calendar days shall apply in the case of each new employee, during which time seniority will not apply, and such employee may be terminated without reference to seniority. After ninety (90) calendar days, the employee will be entitled to the rank of seniority as of the date the employee entered the employment of the Company.
- i) All drivers shall have the right to bid for a job in any classification, other than that in which they are employed, providing no job bumping shall occur, and providing further that the man is competent and qualified, and the provisions of seniority are applied.
- j) All new job vacancies shall be posted for seven (7) days for existing employees consideration under the provisions of Article No. 7 - Seniority.

#### **ARTICLE NO. 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

- a) All questions, disputes, and controversies arising under this Agreement, or any supplement thereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

**STEP 1** - Any grievance of an employee will first be taken up between such employee and his immediate supervisor, however he may attend with his appointed Shop Steward.

Time limit to institute a grievance:

- a) Termination or layoff - five (5) days from date of termination or layoff
- b) All others - fifteen (15) days from the date the grievance became known.
- c) All other grievances will be irrevocably denied during the term of and after termination of the Agreement, if not presented within the time limits in (a) and (b) of the foregoing.

**STEP 2** - Failing settlement under Step 1, the employee must present his grievance in writing to the Local Union, and such grievance shall be taken up between the representative of the Local Union and the employee's supervisor.



**STEP 3** - Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Step 1 and Step 2, the grieving party will reduce his grievance to writing, and it shall be referred to and be taken up between two (2) Union Representatives selected by the Local Union, and two (2) Company members, appointed by the President of the Company. Such written notice must be made within the limitations as indicated under Step 1. The responding party will notify the grieving Party of their decision in writing within ten (10) work days of such meeting.

**STEP 4** - Failing settlement under Step 3, the matter shall be referred to an agreed upon neutral Edmonton Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding on both Parties.

Failing agreement upon the selection of a neutral Arbitrator, the Department of Labour shall be requested to appoint a neutral Arbitrator who, subject to the foregoing provisions of this section, will decide the issues between the Parties, and whose decision will be final and binding.

The Arbitrator will not have the authority or power to add to, delete from, or amend any of the terms of this Agreement.

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

#### **ARTICLE NO. 9 - RATES OF PAY AND JOB CLASSIFICATIONS**

- a) Regular employees and probation employees working in the classification of Sleeper Cab operation, or Single Man operation, will be paid in accordance with Appendix "A-1" and "A-2", attached hereto, and by this reference made a part thereof.
- b) Regular employees and probationary employees engaged in driving trucks within the area of the cities in which the Company maintains terminal offices, will be paid in accordance with Appendix "A-1" and "A-2", attached hereto, and by this reference made a part thereof.

#### **ARTICLE NO. 10 - SAFETY AND HEALTH**

- a) The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company shall pay the cost of such examination.
- b) The Company agrees that no vehicle accident shall be classified preventable without first making a complete and impartial investigation.
- c) It is to the mutual advantage of both the Company and the employee, that employees shall not operate vehicles which are not in safe operating condition. It shall not be a cause for discipline if a driver refuses to operate any vehicle that he believes is not safe. It will be the duty of the employee to report promptly in writing to the Company, all defects in equipment. However, the determination in regards to the condition of the equipment will rest with the Company.
- d) When an employee meets with a personal injury while on duty which prevents him from completing his shift, he will be paid for only the hours actually worked.

#### **ARTICLE NO. 11 - STATUTORY HOLIDAYS**

- a) Every employee shall be granted holiday pay of eight (8) hours at his regular work time rate for each of the following Statutory Holidays:

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

- b) An employee that has not been employed for a period of thirty (30) calendar days shall not be entitled to pay for any of the above noted Statutory Holidays, however he shall be paid at one and one-half (1 ½) times his regular rate for hours worked on a Statutory Holiday.
- c) An employee is not entitled to be paid for a Statutory Holiday on which he does not work, when he is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the Statutory Holiday.

When a driver is required to work on a Statutory Holiday, and when practical, he will be notified before 3:30 p.m. on the day preceding, except in the case of an emergency.

#### **ARTICLE NO. 12 - ANNUAL VACATION WITH PAY**

- a) All employees shall receive two (2) weeks vacation with pay after completion of each year of continuous service with the Company. Payment for such vacation will be in the amount equal to four percent (4%) of the wages of the employee during the year in which he qualified for such vacation, or
- b) Each employee, upon completing five (5) years of continuous service with the Company, shall be granted three (3) weeks vacation with pay. Payment for such vacation will be in the amount equal to six percent (6%) of the wages of the employee for each succeeding year in which he qualified for such vacation, or
- c) Each employee, upon completing ten (10) years of continuous service with the Company, shall be granted four (4) weeks vacation with pay. Payment for such vacation will be in the amount equal to eight percent (8%) of the wages of the employee for each succeeding year in which he qualified for such vacation.
- d) Each employee, upon completing fifteen (15) years of continuous service with the Company, shall be granted five (5) weeks vacation with pay. Payment for such vacation will be in the amount equal to ten percent (10%) of the wages of the employee for each succeeding year in which he qualified for such vacation
- e) Vacation schedules shall be prepared by the Company as far in advance as practicable. All legitimate employee requests for vacation shall be recognized if operating conditions allow. Vacations otherwise will be granted on the basis of seniority.
- f) 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 his regular wages during the portion of the year worked.

#### **ARTICLE NO. 13 - HOURS OF WORK and SCHEDULES**

- a) The Union recognizes the right of the Company to schedule work and assign drivers. The Company agrees that unless operating conditions require otherwise, schedules of trips and days (hours in the case of hourly employees) shall be provided to the employees as early in advance as possible.
- b) All employees shall have a designated home terminal, and the designation will not be changed without reasonable prior notice.
- c) The Company agrees that whenever possible and practical, driving for all Single man operations will be a maximum of ten (10) hours per day, and that each driver shall have thereafter a minimum of eight (8) hours rest before commencing a new work shift.

#### **ARTICLE NO. 14 - PREMIUM PAY**

Premium Pay shall be paid for work performed:

- a) On Statutory Holidays outlined in Article No. 11 (a)
- b) When required to work on an overtime basis.

#### **ARTICLE NO. 15 - EMPLOYEE BENEFITS**

- a) Appendix "B" covers Health and Welfare Program, and forms part of this Agreement.
- b) When an employee meets with a personal injury while on duty, which prevents him from completing his shift, he will be paid for only the actual hours worked, providing however if a doctor confirms by way of a report or certificate that the injury is such as to prevent the employee from completing his shift, then he will be paid for the entire shift, providing further that he is not in receipt of Workers' Compensation for that day and that he was not working on an overtime pay rate.
- c) When a member of an employee's immediate family dies, the employee is entitled to leave on any normal working day that falls within the three (3) day period immediately following the day the death occurred. Bereavement Leave covers only Scheduled working days; with up to three (3) days paid, provided the Employee has been continuously employed for three (3) consecutive months. Employees without the necessary continuous employment are entitled to leave without pay. Bereavement Leave is as per the Canada Labour Code. Should the Company request a copy of the Death Certificate, then the Employee will be required to provide such.
- d) The employee's immediate family shall be defined as per the Canada Labour Code.

#### **ARTICLE NO. 16 - GENERAL**

- a) When an employee starts his work shift at the regular rate, he shall not be paid less than the regular rate for the completed day, excluding area rate changes.
- b) Overtime shall be distributed as evenly as possible, with consideration of seniority.
- c) The Company will provide every employee with a statement of earnings for each pay period, showing all hours worked at regular and overtime, the rate for each, and the total amount earned, together with all deductions and net pay.

On mileage pay, the statement will show the number of miles driven, the rate per mile, area rate change if any, and the total amount earned together with all deductions and the net pay.

1. All employees covered by this Agreement, shall be paid twice in any calendar month. Cut-off dates for computation of pay shall be the fifteenth (15th) day and the last day of any calendar month. Payday shall be on the sixteenth (16th) day and the thirty-first (31st) day of any month, and the Company will be allowed a sixteen (16) day holdback for purposes of processing the pay records.
  2. In the event of a Statutory Holiday falling on any day that is deemed to be payday, then such payday will become the day following the regular payday.
- d) All units hauling authorized, legal, indivisible, loads, with a gross weight in excess of one hundred ten thousand (110,000) pounds, shall turn in tach cards when tach cards are provided, to support any additional hours claimed because of probable slow down in mileage travelled on a mileage pay trip. Such trip shall then be considered on mileage pay for the highway haul, plus any additional time. Consideration shall be at the regular hourly work time rate.

- e) At the discretion of the dispatchers, special commodity loads will be dispatched on an hourly driving basis. Hours must be substantiated by tach cards.
- f) Application for a leave of absence without pay may be requested verbally to the employee's immediate supervisor, for a maximum of three (3) days. All other requests should be in writing, and may be granted at the discretion of the Company.
- g) If an employee uses a leave of absence for purposes of taking employment elsewhere, then he will be considered to have terminated his employment with the Company.
- h) No Union activity will take place on the part of any employee during his working hours, or on Company time, providing however that the Company representatives make themselves available at reasonable times after working hours, to discuss Union matters.
- i) The Company will supply, at its main terminal, adequate parking facilities.
- j) When Mandatory Chain Up is enforced by Law Enforcement or enforced by a Site Policy one (1) hour will be paid at the Regular Hourly Rate.
- k) Should the Company introduce technological change which incorporates driverless power units the Company will notify the Union.

**ARTICLE NO. 17 - EFFICIENCY BONUS**

Efficiency bonuses will be paid out June 12 for miles driven between December 1 and May 31, and December 12 for miles driven between June 1 and November 30 of each year. Direct costs of preventable incidents will be deducted from the efficiency bonus.

Preventable incidents include - preventable accidents, preventable cargo claims, preventable fines, and failing to return the old tire when a new tire is purchased on the road.

In the case of a discrepancy, the incident will be personally reviewed with the driver, and a driver or the Shop Steward, or the respective terminal manager, to determine the preventability. Incidents which occur in one bonus period shall only affect that bonus payable, and no cost shall be carried forward into the next bonus period. In the event of a NSC violation, the driver will lose his safety bonus in addition to any other consequences.

**ARTICLE NO. 18 - VALIDITY OF ARTICLES**

- a) If any article or section of this Agreement or any appendix hereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determinations as to its validity, the remainder of this Agreement and of any appendix hereto shall not be affected thereby.
- b) The provisions of Appendices "A-1", "A-2", "A-3" and "B", attached hereto shall deem to be contained in, and form part of, this Agreement.

**ARTICLE NO. 19 - NO STRIKE AND NO LOCKOUT**

- a) During the life of this Agreement, there will be no lockout by the Company, or any strike, sit-down, slow-down, work stoppage, or suspension of work either complete or partial, for any reason by the Union or the employees that are members thereof.
- b) It shall not be a violation of this Agreement, or cause to discipline any employee, if in the performance of his duties the employee refuses to cross a legal picket line.

**ARTICLE NO. 20 - TERMINATION AND AMENDMENT**

- a) This agreement shall be in full force and effect as of the first (1st) day of January, 2019 and remain in effect until the thirty-first (31st) day of December, 2023, and from year to year thereafter, except as hereinafter provided.
- b) Either Party may terminate this Agreement on any anniversary date by notice in writing to the other Party not less than ninety (90) days prior to such anniversary date.
- c) 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                      DAY OF                      , 2019

**ON BEHALF OF THE COMPANY:**  
Northern Industrial Carriers Ltd.

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

\_\_\_\_\_  
Simon Sochatsky, President

\_\_\_\_\_  
Mary Snyder, Business Agent

\_\_\_\_\_  
Nicolas Sochatsky

\_\_\_\_\_  
Chance Hrycun, Business Agent

## APPENDIX "A-1"

The following rates apply for drivers, hired after ratification of this agreement, and with less than two (2) years of consecutive service. (New Hires)

### SECTION I - Mileage Rates (cents per mile)

	<u>less than 1 year service</u>	<u>1 - 2 years of service</u>
a) <u>Sleeper Team</u>		
Alberta	42	44
B.C.	42	44
North of Mile 300	42	44
N.W.T.	42	44
Saskatchewan	42	44

Rate split between drivers

b) <u>Single Man operation</u>		
Alberta	38	39
B.C.	38	39
North of Mile 300	38	39
N.W.T.	38	39
Saskatchewan	38	39

c) Lowboys with Booster & Jeep configuration, hauling heavy equipment:

An additional one cent (1¢) per mile above the base rate will be paid when pulling these units. A further one cent (1¢) per mile will be paid when pulling these units north of Mile 300.

d) Super B-Trains

Two cents (2¢) per mile above the base rate will be paid to all drivers when pulling these units.

e) Efficiency Bonus

Included in the mileage rates, is five cent (\$0.05) efficiency bonus.

### SECTION II - Work Time (per hour) and Hourly Driving

a) Sleeper Teams	\$20.00/hr
b) Single Man Operations	\$20.00/hr

### SECTION III - Layover Time and Wait Time

a) Layover time	\$15.00/hr
b) Wait time	\$15.00/hr

#### SECTION IV - Loading and Unloading

A flat rate shall be paid for loading and unloading of all loads at twenty-two dollars (\$22.00) per load, except as herein noted.

1. Stringing of pipe and unloading of prills shall be paid on an hourly basis.
2. Excessive loading or unloading time signed for where Northern Industrial Carriers Ltd. can charge back to the customer, shall be paid on an hourly basis.
3. Tarping of loads shall be paid on an hourly basis.
4. B-Trains, and Lowboys with Jeep & Booster configuration hauling heavy equipment will be paid on an hourly basis.

#### SECTION V - Terms and Conditions

a) Deadhead Pay

Work time rate for ten (10) hours in any twenty-four (24) hour period.

b) Holidays

The nine (9) holidays named in Article No. 11 (a) - work time rate for eight (8) hours at the regular hourly rate of pay.

c) Bobtail Pay

1. Regular rate per mile if applicable (highway).
2. Regular rate per hour if applicable (off highway).

d) Premium Pay

1. Regular hourly pay plus fifty percent (50%) of regular hourly work time rate.
2. Any overtime driving will be based on pay additional to mileage of fifty percent (50%) of the work time rate, and must be verified by the presentation of tachometer cards for such time claimed.

**APPENDIX "A-2"**

The following rates apply to drivers with two (2) years of consecutive service.

**SECTION 1 - MILEAGE RATES (Cents per mile)**

a) Sleeper Team

	Date of Ratification 2019	Jan 1/2020	Jan 1/2021	Jan 1/2022	Jan 1/2023
Alberta	47	47.5	48	48.5	49
B.C.	47	47.5	48	48.5	49
North of Mile 300	47	47.5	48	48.5	49
N.W.T.	47	47.5	48	48.5	49
Saskatchewan	47	47.5	48	48.5	49

Efficiency Bonus of four cent (\$0.04) per mile is included in the above rates

b) Single Man Operation

	Date of Ratification 2019	Jan 1/2020	Jan 1/2021	Jan 1/2022	Jan 1/2023
Alberta	40.5	41	41.5	42	42.5
B.C.	40.5	41	41.5	42	42.5
North of Mile 300	40.5	41	41.5	42	42.5
N.W.T.	40.5	41	41.5	42	42.5
Saskatchewan	40.5	41	41.5	42	42.5

Efficiency Bonus of four cents (\$0.04) is included in the above rates.

c) Lowboy with Jeep & Booster configuration, hauling heavy equipment

An additional two cents (2¢) per mile above the base rate will be paid when pulling these units.

d) Super B-Trains

Two cents (2¢) per mile above the base rate will be paid to all drivers when pulling these units.

**SECTION II - Work Time Rate (per hour) and Hourly Driving**

a) Highway Drivers

Sleeper Teams           \$22.00/hr

Single Man               \$22.00/hr



SECTION III - Layover Time and Wait Time

- a) Layover time           \$15.00/hr
- b) Wait time               \$15.00/hr

SECTION IV - Loading and Unloading

A flat rate shall be paid for loading and unloading of all loads at twenty-three dollars (\$23.00). After the initial one (1) hour, if there is more than one (1) hour wait time, the additional hours thereafter will be paid at twenty-two dollars (\$22.00) per hour.

SECTION V - Terms and Conditions

a) Deadhead Pay

Work time rate for ten (10) hours in any twenty-four (24) hour period.

b) Holidays

The nine (9) holidays named in Article No. 11 (a), work time rate for eight (8) hours at the regular hourly rate of pay.

c) Bobtail Pay

- 1. Regular rate per mile if applicable (highway).
- 2. Regular rate per hour if applicable (off highway).

d) Premium Pay

- 1. Regular hourly pay plus fifty percent (50%) of regular hourly work time rate.
- 2. Any overtime driving will be based on pay additional to mileage at fifty percent (50%) of the work time rate, and must be verified by the presentation of tachometer cards for such time claimed.

SECTION VI - Full Time Town Drivers

	Date of Ratification				
	<u>2019</u>	<u>Jan1/20</u>	<u>Jan 1/21</u>	<u>Jan 1/22</u>	<u>Jan 1/23</u>
a) <u>Work time rate per hour</u>	\$22.00	\$22.00	\$22.00	\$22.50	\$23.00

Hourly rate includes two dollars (\$2.00) per hour Efficiency Bonus

b) Hours of Work

- 1. Hours of work Monday through Friday - nine (9) hours maximum
- 2. All hours worked in excess of the daily, or on Saturday or Sunday, will be deemed overtime and paid for as such. All overtime hours will be paid at the rate of one and one-half (1 ½) times the regular rate of pay.
- 3. When an employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours pay for which eight (8) hours of work shall be required.

4. Employees reporting for duty on call-out or call-back basis, inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of two (2) hours pay.

SECTION VII - Tarping

- a) Full tarping of Super B loads of lumber, or multi-tiered Super B loads - \$30.00
- b) Full tarping of tandem and tridem trailers - \$25.00

SECTION VIII - Hauling of Oversize Loads

Hauling of oversize loads, which require a pilot car, will be paid at four cents (4¢) above the base rate.

**APPENDIX “A-3”**

This Appendix applies to drivers with five (5) or more years of consecutive service.

**SECTION I - Mileage Rates (cents per mile)**

a) Sleeper Team

	Date of Ratification 2019	Jan 1/2020	Jan 1/2021	Jan 1/2022	Jan 1/2023
Alberta	48	48	49	50	51
B.C.	48	48	49	50	51
North of Mile 300	48	48	49	50	51
N.W.T.	48	48	49	50	51
Saskatchewan	48	48	49	50	51

Rate split between drivers

Efficiency Bonus of four cents (\$0.04) per mile is included in the above rates.

b) Single Man Operation

	Date of Ratification 2019	Jan 1/2020	Jan 1/2021	Jan 1/2022	Jan 1/2023
Alberta	44.5	45	45.5	45.5	45.5
B.C.	44.5	45	45.5	45.5	45.5
North of Mile 300	44.5	45	45.5	45.5	45.5
N.W.T.	44.5	45	45.5	45.5	45.5
Saskatchewan	44.5	45	45.5	45.5	45.5

NOTE - An Efficiency Bonus of four cent (\$0.04) per mile is included in the above rate.

c) Lowboy with Jeep & Booster configuration, hauling heavy equipment

An additional two cents (2¢) per mile above the base rate will be paid when pulling these units.

d) Super B-Trains

Two cents (2¢) per mile above the base rate will be paid to all drivers when pulling these units.

**SECTION II - Work Time Rate (per hour) and Hourly Driving**

a) Highway Drivers

Sleeper Teams           \$23.00/hr

Single Man               \$23.00/hr

SECTION III - Layover Time and Wait Time

- a) Layover time                 \$16.00/hr
- b) Wait time                     \$16.00/hr

SECTION IV - Loading and Unloading

A flat rate shall be paid for loading and unloading of all loads at twenty-five dollars (\$25.00). After the initial one (1) hour, if there is more than one (1) hour wait time, the additional hours thereafter will be paid at twenty-three dollars (\$23.00) per hour.

SECTION V - Terms and Conditions

a) Deadhead Pay

Work time rate for ten (10) hours in any twenty-four (24) hour period.

b) Holidays

The nine (9) holidays named in Article No. 11 (a), work time rate for eight (8) hours at the regular hourly rate of pay.

c) Bobtail Pay

- 1. Regular rate per mile if applicable (highway).
- 2. Regular rate per hour if applicable (off highway).

d) Premium Pay

- 1. Regular hourly pay plus fifty percent (50%) of regular hourly work time rate.
- 2. Any overtime driving will be based on pay additional to mileage at fifty percent (50%) of the work time rate, and must be verified by the presentation of tachometer cards for such time claimed.

SECTION VI - Full Time Town Drivers

	Date of Ratification				
	<u>2019</u>	<u>Jan 1/20</u>	<u>Jan 1/21</u>	<u>Jan 1/22</u>	<u>Jan 1/23</u>
a) <u>Work time rate per hour</u>	\$26.25	\$26.50	\$26.75	\$26.75	\$26.75

Hourly rate includes two dollars (\$2.00) per hour Efficiency Bonus

b) Hours of Work

- 1. Hours of work Monday through Friday - nine (9) hours maximum.
- 2. All hours worked in excess of the daily, or on Saturday or Sunday, will be deemed overtime and paid for as such. All overtime hours will be paid at the rate of one and one-half (1½) times the regular rate of pay.

3. When an employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours pay for which eight (8) hours of work shall be required.
4. Employees reporting for duty on call-out or call-back basis, inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of two (2) hours pay.

#### SECTION VII - Tarping

- a) Full tarping of Super B loads of lumber, or multi-tiered Super B loads - \$30.00
- b) Full tarping of tandem and tridem trailers - \$25.00

#### SECTION VIII - Hauling of Oversize Loads

Hauling of oversize loads, which require a pilot car, will be paid at four cents (4¢) above the base rate.

**APPENDIX "B"**

**SECTION I - HEALTH AND WELFARE**

The Company will establish and operate a Health and Welfare Plan, covering members of the Union from time to time employed by the Company, subject 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 Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following completion of six (6) months employment with the Company, except whereby Company policy requires that an employee join the Plan at an earlier date.
- c) Notwithstanding the provision of sub-section b) above, any employee who is hired by the Company after the effective date of the Health and Welfare Plan shall join the plan on the day he was so hired, provided that within the previous thirty (30) day period, he was a participant in a Plan which is Party to an identical agreement to this Agreement.

**SECTION II**

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:
  - 1. Life insurance coverage in the sum of ten thousand dollars (\$10,000.00), covering death from any cause.
  - 2. Accidental death and dismemberment coverage of loss within ninety (90) days of an accident of life, limb, or sight, according to the following schedule.

Loss of life .....	\$10,000.00
Loss of both hands or both feet, or sight of both eyes .....	\$10,000.00
Loss of one foot and sight of one eye.....	\$10,000.00
Loss of one hand, one foot, or sight of one eye.....	\$5,000.00
  - 3. Non-occupational weekly indemnity coverage:
    - i) Drivers with less than two (2) consecutive years of service:

Weekly Indemnity coverage subject to the Unemployment Insurance Commission maximum.

- ii) Divers with more than two (2) consecutive years of service:

Sixty-six and two-thirds percent (66 2/3%) of earnings, rounded to the nearest dollar to a maximum of four hundred and twenty-seven dollars (\$427.00) 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. Period of disability from the same cause shall be considered as separate by a return to active employment with the Company for at least one (1) full week.

- 4. Dental - Routine Treatment: Payment according to the current Alberta Dental Association Schedule of Fees when expense incurred.

Calendar year deductible for employees on the Plan after date of ratification

Single - fifty dollars (\$50.00)  
Married - fifty dollars (\$50.00)

Co-insurance eighty percent (80%) to a maximum of one thousand five hundred dollars (\$1,500.00).

- 5. a) It shall be the responsibility of the Company to provide to the employee, the necessary Health and Welfare forms.
- b) It shall be the responsibility of the employee to cause such forms to be filled out and completed by his doctor, in order that they can be processed in order.
- c) The Company shall cause the insurance carriers to remit payments due to employee not less frequently than his normal pay period.
- d) 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. Where major medical benefits are not provided within the Provincial Medicare Plan, coverage shall be provided with benefits that are basically equal to those benefits within the Alberta Blue Cross Plan.

### SECTION III

- a) The cost of the Plan shall be paid for as follows, by the Company and the participating members.

Fifty percent (50%) by the Company  
Fifty percent (50%) by the participating member

- b) Payroll deductions shall be made once monthly from the first pay period of each month. Coverage shall remain in force for the whole of any month during which the regular deductions have been made from a member's pay, whether or not the member remains in the employ of the Company for the whole of such month.