

COLLECTIVE AGREEMENT
ENTERED INTO OCTOBER 22, 2020

BETWEEN

YRC FREIGHT CANADA COMPANY
Edmonton, AB
(hereinafter referred to as the "Company")
Of the First Part

AND

GENERAL TEAMSTERS LOCAL UNION NO.362
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
Of the Second Part

January 1, 2021 – December 31, 2025

TABLE OF CONTENTS

| | |
|--|----|
| SCOPE | 1 |
| UNION SECURITY | 1 |
| Union Recognition | 1 |
| General | 1 |
| Business Agents | 2 |
| Union Membership | 2 |
| Union Labels | 2 |
| Dues Check-Off | 2 |
| MANAGEMENT RIGHTS | 3 |
| GENERAL | 3 |
| Shop Stewards | 4 |
| Uniforms | 4 |
| Bulletin Boards | 4 |
| Reprimands | 5 |
| Safety Shoes or Boots | 5 |
| Health & Welfare Protection | 5 |
| Medical Examinations | 5 |
| SENIORITY | 7 |
| Seniority List | 7 |
| Transfer | 7 |
| Job Bids | 7 |
| Layoff | 8 |
| Short Hours / Layoff | 8 |
| Termination of Seniority | 9 |
| Sale, Lease, or Transfer | 9 |
| Probation | 9 |
| Regular Full-time Employee | 9 |
| Leadhand | 9 |
| Part-time Employees | 9 |
| LEAVE OF ABSENCE | 11 |
| General Leave of Absence | 11 |
| Compassionate | 11 |
| Promotions Outside the Bargaining Unit | 11 |
| Bereavement | 11 |
| Jury/Witness Duty | 12 |
| SAFETY CONDITIONS | 12 |
| Maintenance of Equipment | 12 |
| PAYROLL CONDITIONS | 13 |
| Pay Periods | 13 |
| Pay Statement | 13 |
| Payroll Error | 14 |
| Day of Injury | 14 |

| | |
|--|----|
| Reporting Guarantee | 14 |
| Shift Notification..... | 14 |
| Classification Change..... | 14 |
| Split Shifts..... | 14 |
| Hours of Work | 14 |
| Compressed Work Week..... | 15 |
| Overtime Conditions | 16 |
| Call-as-Required..... | 16 |
| Meal Period..... | 17 |
| Banked Overtime..... | 17 |
| VACATIONS..... | 18 |
| GENERAL HOLIDAYS | 20 |
| VALIDITY OF ARTICLES | 21 |
| PERSONAL LEAVE..... | 21 |
| GRIEVANCE PROCEDURE..... | 21 |
| STRIKES, LOCKOUTS, PICKET LINES..... | 22 |
| Union Activity | 22 |
| Picket Lines | 22 |
| No Strike/Lockout | 22 |
| TECHNOLOGICAL CHANGE/OPERATION CHANGE..... | 23 |
| TERMINATION..... | 23 |
| APPENDIX "A" | 24 |
| Wages | 24 |
| New Hire Rates - Full time Employees | 24 |
| Night Allowance | 24 |
| Lead Hand | 24 |
| APPENDIX "B"..... | 25 |
| Health and Welfare Plan..... | 25 |
| APPENDIX "C" | 26 |
| Pension Plan..... | 26 |
| APPENDIX "D" | 27 |
| Advancement Fund | 27 |
| LETTER OF UNDERSTANDING #1 | 28 |
| Appendix "D" Union/Industry Advancement Fund | 28 |

ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT & LIST OF APPENDIX

This Agreement shall apply to all employees as enumerated.

All employees working for the Company as outlined in Article 2.01 A. and as enumerated in the following Appendices hereunto annexed and forming part of this Agreement:

APPENDIX "A" - covers Rates of Pay for all City Pickup & Delivery Drivers, and Dockmen in Edmonton Alberta.

APPENDIX "B" - covers Prairie Teamsters Health and Welfare Plan.

APPENDIX "C" - covers Prairie Teamsters Pension Plan.

APPENDIX "D" - covers Teamsters Union / Industry Advancement Fund

ARTICLE NO. 2 - UNION SECURITY

2.01 Union Recognition

- a) The Company agrees to recognize the Union as the sole Collective Bargaining Agent for employees of the Company for whom it has bargaining rights or for whom it has been granted voluntary recognition in the work categories falling within the area jurisdiction of this Agreement.
- b) It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully co-operate individually and collectively for the advancement of conditions.
- c) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Trucking Industry.
- d) Supervisors and other employees of the Company outside the scope of this Agreement shall not perform the regular duties of employees within the Bargaining Unit.
- e) 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.
- f) This Agreement shall be binding upon the Parties hereto or their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof, shall without recourse to the vending Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

2.02 General

- a) Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendix "A", whether owned by or hired by the Company or leased to or by it, shall be operated by employees of the Company, Members of the Union.

- b) The Company will not use Owner-Operators (except hired cartage) in City P&D work where the Company maintains an established Terminal. However, the Company may utilize rented or dry lease city pickup and delivery equipment provided it is operated by Company employees covered under the conditions of this Agreement, and does not have the effect of reducing the number of P&D equipment at the terminal.
- c) Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials, including containers, shall be carried on by employees of the Company, Members of the Union where such work is under the control of the Company.
- d) The Company shall not sell or lease equipment, which has the effect of evading the terms of this Agreement.
- e) Part time employees or hired cartage will not be used for the purpose of depriving regular employees of the conditions of this Agreement.
- f) The Company agrees that it will not contract out, or have performed by other means or facilities, any bargaining unit work that is currently being performed by bargaining unit member, which would result in layoff of any such member(s).

2.03 **Business Agents** - Authorized Agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Company's working schedule.

2.04 **Union Membership** - It is agreed that as a condition of employment, each employee shall, within seven (7) days of commencing employment hereunder, become and remain, a member in good standing of the Union.

2.05 **Union Labels** - It shall not be a violation of this Agreement for an employee to post the Teamster's Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label to be of a size not in excess of three inches by four inches (3" x 4"). Said label not to be attached to any glass area.

2.06 **Dues Check-Off**

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 pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off List as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code and date of hire.

The Monthly Check -Off List will reference any;

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

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.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in full 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. All rules shall be posted and a copy of all rules and regulations will be sent to the Local Union office.
- 3.02 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- 3.03 Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, operations, properties or any of its parts thereof. However, the Company will provide thirty (30) days advance notice, if possible, to the directly affected employees and the Union, of a terminal closure.

ARTICLE NO. 4 - GENERAL

- 4.01 The Parties hereto recognize that all of the clauses and stipulations of this Agreement are subject to the Grievance Procedure, except as otherwise provided herein.

When discussions take place with employees that are of a disciplinary or investigative nature, the employee shall be advised that he has the option of having a Shop Steward or other Union member present. Failure to abide by the above will result in any discipline resulting from said discussions or investigations null and void.

- 4.02 **Shop Stewards** - The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

The Company will notify the Union prior to the dismissal of any Shop Steward.

4.03 **Uniforms**

- a) All P&D drivers, once placed on the Seniority List, may be required to wear a uniform at a standard required by the Company. If the Company requires a driver(s) to wear a uniform, the Company will pay the full cost of the said uniform. If the employee is discharged, or terminates his employment, within ninety (90) days from the date of receipt of the uniform, the employee will be held responsible for the full cost of the uniform and it is agreed that the Company may deduct that cost from the final pay of the employee.
- b) A uniform shall consist of one (1) jacket, three (3) shirts, and two (2) pairs of trousers. A Company cap may also be purchased as part of the uniform. Only Company caps may be worn as part of the uniform.
- c) Summer short sleeved shirts may be purchased in lieu of long sleeved winter shirts, at the option of the driver.
- d) A winter parka may be purchased in lieu of a uniform, and replaced as necessary, but not more frequently than once in each three (3) year period of time.
- e) Uniforms or portion thereof may be replaced as required with a limit of one (1) uniform per year.
- f) The Company and the Union agree that employees will report for work clean-shaven and/or in general neat appearance.
- g) All dockmen, once placed on the Seniority List, shall be required to wear coveralls at a standard required by the Company. In the first year of this contract, the Company will pay the full cost for three (3) pairs of coveralls per dockman.

The Company will replace the coveralls during the second year of the Agreement as required, with a maximum of two pairs of coveralls per dockman in the second year of this Agreement.
- h) Employees are responsible for the regular maintenance and cleaning of their uniforms and coveralls.
- i) Employees handling hazardous materials shall be supplied by the Company with all the necessary safety equipment (rubber clothing, goggles, etc.) to protect the employee=s person.

- 4.04 **Bulletin Boards** - The Company will provide bulletin boards at its terminal on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its members. All Union Notices are to be dated and signed by an official of the Union, (any meeting or notice posted by the Shop Steward and election material concerning properly identified Teamster Candidates).

4.05 Reprimands

- a) All penalties and reprimands must be issued to the employee within five (5) days, (Saturdays, Sundays, and General holidays excluded) from the time the infraction became known, with a copy to the Local Union office. The Union will not unreasonably withhold a request to extend the time limits.
- b) An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union office. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any written reprimand or warning letter in excess of eighteen (18) months will not be used to compound disciplinary action against the employee. No written reprimand is to be issued to an employee unless a Shop Steward is present.
- c) Employees shall be expected to sign for the receipt of an incident report or disciplinary letter, and may be accompanied by a Steward. Should the employee refuse to sign, this refusal will be noted on the report or letter, and the Steward in attendance shall sign to indicate that the employee has received the letter or report. Reprimands for safety infractions shall remain on the employee's file.

- 4.06 The Company shall reimburse all employees one hundred dollars (\$100.00) per calendar year towards the purchase of CSA approved safety shoes or boots, upon written submission by the employee, with proof of purchase.

To purchase a higher quality boot, an employee may combine two (2) years of safety footwear allowance providing the cost does not exceed two hundred dollars (\$200.00) in any two (2) year period.

- 4.07 **Health & Welfare Protection** - When an employee goes off work ill or on compensation the Company shall continue to pay both his Health & Welfare fees, and Union Dues, so that the Employee shall be protected to the utmost, provided:

- a) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than three (3) months in arrears, and,
- b) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.
- c) When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect to his contributions.

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

4.08 Medical Examinations

- a) Any Company requested physical or medical examinations, after the date of employment, shall be properly complied with by all employees, provided however that the Company shall pay for all such physical or medical examinations and for any time lost as a result thereof during his normal working hours. Any employee taking a physical or medical examination outside his normal hours of work will be compensated with two (2) hours pay.

- b) Medical requirements applied by the Company shall not exceed those applied by the Licensing Department of each Province as it relates to the driver's license.
- c) Drivers who have completed one (1) or more years of employment with the Company and who are required to take Government physical or medical examinations for the purpose of their Vehicle Operator's License, will be reimbursed the full cost of such physical examination upon presentation of a receipt showing that the driver has paid for such examination. The Company shall be responsible for any costs incurred by the employee associated with maintaining his vehicle operator's license in relation to medical surcharges or examinations.
- d) Any employee who fails to pass a Company physical examination, may, at his option have his case reviewed in the following manner:
 - 1. He may employ a qualified medical examiner of his own choosing, and at his own expense, for the purpose of obtaining a second physical examination report.
 - 2. A copy of the findings of the medical examiner, chosen by the employee, shall be furnished to the Company and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
 - 3. In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, agree upon and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee.
- e) The decision of the medical specialist shall be final and binding on the parties involved and the employee shall not suffer loss of wages if the decision of the medical specialist is in favour of the employee and the employee is fit to return to his former classification.
- f) The expense of employing a disinterested medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.
- g) If an employee employed in a classification requiring a drivers license, suffers the revocation of his drivers license, he will be reclassified provided he is capable and work is available and such work will not result in the bumping of regular employees. If such employee cannot be reclassified, the Company will grant a leave of absence to such an employee who has suffered a revocation of his drivers license of up to twelve (12) months duration, in writing, with a copy to the Union. The employee may only take advantage of this section once while in the employ of the Company.
- h) If a regular employee, for certified health reasons, is unable to perform the work in his regular job, he will be re-classified according to his seniority and capability to perform work in another classification, if it exists within the Company. The employee must provide a valid medical opinion in accordance with the provisions of this Agreement as it relates to Company required medical examinations.

ARTICLE NO. 5 - SENIORITY

5.01 a) The Company shall accept the principle of seniority. The purpose of the seniority regulations is to provide a policy governing the layoff and recall of the working force provided the employee is available and qualified to perform the work.

b) Seniority for regular full-time employees shall be determined by the date on which such employee became a regular full-time employee.

Part-time employees shall be placed on a Part-time roster by date of hire.

5.02 Seniority List

a) The Company will post and maintain the Seniority List. The up-to-date list will be posted on the bulletin board every three (3) months. Copies of the current list will be provided to the Local Union and the Company Labour Relations Department.

b) Any employee wishing to protest his seniority must do so by formally reducing his protests to writing, and submitting same to his supervisor and the Union within thirty (30) days of the posting of the said seniority list.

5.03 **Transfer** - Any employee wishing to transfer from one classification to another classification, must make application to the Company in writing, and will be given preference over a new applicant, provided he can meet the Company qualifications. If more than one employee wishes to transfer to fill an opening, all other things being equal, the employee with the most seniority will be given the position.

5.04 Job Bids

a) All vacancies will be posted for seven (7) days for bids. Seniority shall prevail for shift preferential, new jobs or vacancies, provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shift by lay-off or shift discontinuance. Senior employees may exercise their seniority over junior employees in the same unit and be placed on a shift of their choice. The senior employee may only exercise this preference once in each case of layoff or shift discontinuance. Where an employee is on vacation, the successful bidder shall hold the posting only for the length of the vacation.

b) Where there is a temporary absence of Regular Full-time employees, for reasons other than vacation, on a regular shift, and it is known that this absence will be in excess of fifteen (15) working days, the Company will post this shift for bid as a temporary absence. In the event the employee who is absent doesn't return to work the temporary posting shall be re-posted as a permanent posting. Any employee working a temporary posting cannot bid on any other temporary posting but if he bids onto a permanent posting, then the temporary posting shall be re-posted.

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

- d) In all bids as referred to in this Article, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding and when he returns, he will be given an opportunity to bid. If senior bidders are not assigned, the reasons thereto will be given to such senior employees.
- e) Where there is mutual agreement, the Company will conduct an annual job bid subject to the following terms and conditions:

It is agreed between the Company and the Union that once each year all employees may bid to transfer to other start times providing they have the necessary qualifications and seniority.

The bid shall be held annually in the month of February and will be posted for seven (7) days commencing on the first Monday 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 he must indicate his preference. The transfer of employees will be affected commencing on the first Sunday of the month of March. The results of the job 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 on a planned absence will provide a contact number prior to the annual bid where they can be reached. If employees are not available at the number provided and do not return the call within thirty (30) minutes, they will be assigned an available bid. Employees who are off on WI and/or WCT will be contacted by the Company to bid.

5.05 Layoff - A regular full-time employee's seniority and rates of pay shall be protected for the purposes of recall in accordance with the following:

- a) A regular employee who is laid off due to a lack of work and who has less than five (5) years continuous service, shall retain recall rights for twelve (12) months.
- b) A regular employee who is laid off due to a lack of work and who has more than five (5) years of continuous service, shall retain recall rights for eighteen (18) months.
- c) The Company shall be under no further obligation to a laid off employee who has exhausted his recall rights as stated above, and as such, he shall be removed from the seniority list when his recall rights have expired.
- d) Employees recalled to work following a lay off shall be informed by Registered Mail or Courier, and will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed, in writing, of any changes in address or telephone number.

5.06 Employees who have qualified for and have worked as regular full-time employees, and are subsequently working short hours, shall be offered part-time work ahead of regular part-time personnel and be paid for such work at his regular full-time rate of pay.

5.07 Short Hours / Layoff - It is understood that the Company shall not utilize hired cartage on days when there are regular full time drivers on layoff or working short hours. Further, it is understood that no part time employee will be called to work if any regular employees on layoff or working short hours are available.

5.08 **Termination of Seniority** - Seniority, once established for an employee, shall be forfeited under the following conditions:

- a) If he voluntarily quits
- b) If he is discharged for proper cause
- c) If he fails to report for duty after a lay off subject to Article 5.05 (d)
- d) If an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days.

If any employee is eligible for severance pay under the Canada Labour Code, he will not be exempted as a result of his age.

5.09 **Sale, Lease, or Transfer** - In any instance where a merger takes place, or the Company purchases the operating rights of another Company, the Company will meet with the Local Union to discuss and agree upon the transfer and seniority rights of any employees who may be transferred. Such meeting must take place within thirty (30) days of the announcement of the merger.

5.10 **Probation** - All newly hired employees for regular employment shall be considered as probationary employees for the first sixty (60) calendar days from date of hire.

There shall be no responsibility on the part of the Company respecting employment of the probationary employees should they be laid off or discharged during the probationary period. However, such employees will not be laid off or discharged for the purpose of forcing an additional probationary period.

5.11 **Regular Full-time Employee** - An employee shall be classed as a regular full-time employee of the Company when:

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

5.12 **Leadhand** - A Leadhand shall be defined as a member of the Union who shall direct the work of other employees while performing the same himself. He shall not have the authority to directly hire, fire, suspend or discipline employees. When Leadhands are required, a bid will be posted and the Leadhand will be selected according to the qualifications and job description as determined by the Company and seniority. When qualifications are equal, the senior applicant will be given preference. Seniority in the unit shall prevail for the purpose of layoff. Where none of the applicants are qualified, the Company will provide training for the senior applicant.

5.13 **Part-time Employees**

- a) All persons employed to supplement the regular full-time hourly work force to provide additional help to cover peak work periods, shall be classified as regular part-time employees.

- b) Upon completion of one hundred and twenty eight (128) hours within any thirty (30) calendar days, an employee shall become a regular full time employee and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that thirty (30) calendar day period.
- c) A part-time employee shall:
 - 1. Be carried on a part time roster and, where practicable, shall be offered part time work according to their position on the part time roster.
 - 2. According to their position on the roster, part-time employees will be given first opportunity to qualify as regular full time employees as openings become available. If successful, they will then be placed at the bottom on the regular full time employee seniority list, providing they meet the Company's qualifications.
 - 3. Not drive trucks or mobile equipment, excluding Forklift except when regular full time employees are unavailable for duty on their normal shifts or additional qualified people are required and not available.
 - 4. Not be called into work outside an established fulltime shift if regular full time employees are available and willing to accept that work.

When a regular part-time hourly employee is called and reports for duty he shall be guaranteed a minimum of four (4) hours.

There shall be no more than two (2) posted starting periods per day, in each Terminal, for part-time employees. The starting periods shall be negotiated at Terminal level, and will cover a time span of two (2) hours each.

Regular part time employees will be advised, whenever possible, of the start time for their shift, at least eight (8) hours before the shift commences.

Work performed on Saturdays and Sundays shall be on ratio not to exceed three (3) part time employee to each regular posted full time employee.

For the purpose of the vacation formula in Article 9.04, part time employees are considered to be a separate classification.

- d) The one hundred and twenty eight (128) hours shall not be applicable to part-time hours which are worked as replacement hours for a regular employee who is absent (and replaced according to Article 5.13) due to a leave of absence, workers compensation, or weekly indemnity, however, such part-time employee shall receive the new hire full-time rate of pay for all such hours. Once the regular employee returns to work, the part-time employee will revert back to part-time status.

5.14 Provided Article 2.02 (b) is complied with, the Company may use Hired Cartage consistent with the following;

- a) Hired cartage will not be used for the purpose of depriving regular employees of their regular hours of work, on their regular shifts.

- b) The Company will not hire outside cartage to commence work between 00:01 hours and 09:00 hours. However, where all drivers commence work prior to 09:00 hours, or where eighty percent (80%) of drivers are actively at work, hired drayage or cartage may commence work at the same time as the last driver commences his driving duties.
- c) Hired Cartage may be used to retrieve wrecks or road failures.

ARTICLE NO. 6 - LEAVE OF ABSENCE

6.01 General Leave of Absence

- a) When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leave, the employee shall retain and accrue seniority only. Leaves of absence will not be denied solely because of the time of year.
- b) Such leave may be extended for an additional period of thirty (30) calendar days when approved by both the Company and the Union (in writing) and seniority will accrue during such extension.
- c) Any employee requesting a leave of absence for compassionate reasons will be given special consideration and may be required to substantiate the reason for such leave. Any violation of this provision will be subject to disciplinary action.
- d) The Company shall allow time off without pay to any employee who is serving on a Union Committee or as a delegate, providing all requests for time off are reasonable and do not interfere with the proper operation of the business and provided forty-eight (48) hours written notice is given to the Company, by the Union, specifying the length of time off. Employees of the Company who become employed by a Local Union shall retain seniority with the Company.

6.02 Promotions Outside the Bargaining Unit

- a) When an employee within the bargaining unit covered by this Agreement receives a leave of absence, in writing, with a copy to the Union, to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit. The starting date of such an appointment shall be posted in the Terminal. During this leave of absence, such employee shall continue to be covered by the Health & Welfare and the Pension Plan as provided in this Agreement.
- b) At the end of this period of ninety (90) calendar days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit, for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

6.03 Bereavement

- a) When a death occurs in a regular employee's immediate family, such employee will be granted, upon request, a period of time off for bereavement.

- b) Such leave shall be any of his normal working days that occur during the three (3) working days immediately following the day of death. A working day lost shall not be more than eight (8) hours for hourly employees.
- c) Provided the employee attends the funeral and that day is one other than one of the days above, the employee shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day of the funeral.
- d) A regular employee's immediate family is defined as an employee's spouse, mother, father, sons and stepsons, daughters and stepdaughters, brothers and sisters, mother-in-law, father-in-law, grandfather and grandmother, which will also include his spouse's grandparents. Stepfather and stepmother will be recognized provided such stepfather or stepmother had the status of the employee's father or mother.

Should the Canada Labour Code identify additional "immediate family members", they shall be considered eligible under this provision.

6.04 **Jury/Witness Duty**

- a) Any regular full time employee who is required to perform Jury Duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for the Jury Duty, or witness fee, and his regular straight time hourly rate of pay for his regular scheduled hours of work.
- b) An employee on any shift other than a day shift, shall be given sufficient time, either before or after court, to have reasonable time for rest or to prepare himself for work or court appearance. Employees shall be compensated for such time at his regular rate of pay.
- c) 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 fee, whichever applies.
- d) The employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness fee received. Any employee on jury duty or called as a witness, shall, subject to this provision, make himself available for work before or after being required for such duty, whenever possible.

ARTICLE NO. 7 - SAFETY CONDITIONS

- 7.01 **Maintenance of Equipment** - It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles that are not in a safe operating condition and the Company shall supply tags to take equipment out of service.

The Company will not require employees to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment). In areas where testing of vehicles is mandatory, it will be within the driver's right to refuse to drive a vehicle without an up-to-date tested sticker attached.

Employees shall not be required to operate mobile equipment which is restricted to terminal or terminal yard operations that is in such a state of disrepair as to endanger the operator or other personnel working in the area.

- 7.02 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 shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.
- 7.03 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.
- 7.04 It is agreed between the Company and the Union, having regard for the safety and drivers health factor, that all units shall have adequate heaters, windshield wipers and defrosters installed.
- 7.05 The Company shall not compel any driver to operate a vehicle in excess of the legal load limits.
- 7.06 In the event essential repairs cannot be affected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and the employee shall not be subject to disciplinary action should he refuse to operate such identified equipment.
- 7.07 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.
- 7.08 The Company shall provide first aid provisions in accordance with the applicable Occupational Health and Safety Act.
- 7.09 The Company shall pay the cost of First Aid training and any required renewals for any interested dock employees, to a maximum of five (5) employees. The designated employees shall suffer no loss in regular earnings while attending such training.
- 7.10 Should an employee be working on the dock alone and requests the use of a two way radio to communicate with other employees on shift, he will be provided use of the radio.

ARTICLE NO. 8 - PAYROLL CONDITIONS

8.01 Pay Periods

- a) All employees covered by this Agreement shall be paid for all time spent in the employment of the Company. Where an employee voluntarily attends a meeting (i.e. Company sponsored initiatives/committees) they shall receive the appropriate straight time hourly rate.
- b) Pay time shall be computed from the time designated when the employee is ordered to report for duty or registers in, whichever is later, until he is effectively released from duty.
- c) The Company shall be responsible for all associated costs for certificates (i.e. dangerous goods, forklift) and any other certificates required by the Company and/or by Municipal, Provincial, or Federal governments.
- d) All regular employees covered by this Agreement shall be paid not less frequently than on every other Thursday, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment.
- e) **Pay Statement** - The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.

- f) **Payroll Error** - If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to one day's pay or more, he shall be entitled, on request, to receive same as soon as practicable but not later than the week following the pay day on which the error was reported. If an employee improperly completes his time card or pay claim or does not turn them in immediately on completion of his shift, any pay so affected will be included with the next regular pay period. Such payment to be deemed as wages and taxed accordingly.
- g) **Day of Injury** - When an employee meets with a personal injury while on duty which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for the full shift on that day.

8.02 **Reporting Guarantee** - When a regular terminal employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay from his regular scheduled starting time.

8.03 **Shift Notification** - Except in the event of extraordinary circumstances caused by severe weather, road closures, or train derailment, regular hourly paid employees shall be notified at the conclusion of their shift if they are not required to work their next regular shift. Consistent with the above, it is understood the Company shall notify all effected employees a minimum of four (4) hours prior to their start time.

In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following week shall be the same as the current week. Any hours worked prior to his regular starting time or after his regular quitting time shall be paid for at the overtime rate in excess of eight (8) hours in that day, provided the employee completes his regular shift.

8.04 **Classification Change**

- a) When an employee from a higher classification is requested to work temporarily or until permanently reclassified at a lower rated classification, he shall continue to be paid at the rate paid for the higher rated classification.
- b) When an employee from a lower rated classification is requested to work in a higher rated classification, for one (1) hour or more, he shall be paid for the entire shift at the higher rate.

8.05 **Split Shifts** - There shall be no split shifts and the hourly paid regular employee's work week must be designated to him on the last day of the preceding work week. An employee shall have the same starting time for each day of the week, Monday through Friday, however, the employee's shift may be changed during the week due to lay off or shortage of work on shift.

8.06 **Hours of Work**

- a) **Regular Hours**
 - 1. Except as hereinafter provided, the regular workweek shall consist of eight (8) consecutive hours of work per day and forty (40) hours of work per week, excluding meal periods, in five (5) consecutive days or less. It is understood all employees shall enjoy a minimum of two (2) consecutive days off.

2. Any employee who is called in to work on his sixth (6th) or seventh (7th) shift or an overtime day shall be guaranteed four (4) hours and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours. For hours worked in excess of six (6) hours, he shall be paid for time worked.
3. Regular employees shall, if they receive less than five (5) shifts in a week due to lack of work, be offered work on additional established shifts, if available, on their sixth (6th) or seventh (7th) day at straight time. It is understood no employee on a posted shift will be negatively affected by this Article.
4. If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part-time employees worked on his shift on that day he is laid off. This principle may be advanced on a daily basis.
5. Any hourly rated employee who is called in or called back and reports for duty as called in or called back, inconsistent with his regular shift, shall be guaranteed a minimum of four (4) hours work and/or pay.
6. For the purpose of interpretation as applicable to all hourly rated employees, there must be a rest period of not less than eight (8) hours between shifts, to be considered as a shift break.

b) **Compressed Work Week**

1. Where there is mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4), ten (10) hour days. Employees working such schedule will be subject to a twenty-five cent (\$0.25) per hour premium.
2. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours in a day. Employees working the four (4) day work week, on days between Monday and Friday inclusive, must have Saturday and Sunday as their regular days off, and a third day off as designated by the Company.
3. Where the four (4), ten (10) hour shifts include Saturday and Sunday, the four (4) shifts must run consecutively and the employee shall have three (3) consecutive days off. Where the four (4), ten (10) hour shifts include Saturday and/or Sunday, the shifts may have different start times for each day, however, there must be not less than eight (8) hours off duty between each shift.
4. Employees who work the four (4), ten (10) hour shifts on Friday to Monday will receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked on those shifts. The one dollar and fifty cents (\$1.50) per hour paid shall be inclusive of all other premiums and shift differentials contained herein, with the exception of overtime.
5. The weekend four (4), ten (10) hour shifts shall be guaranteed forty (40) hours.
6. When the ten (10) hour day is agreed to between the Parties, the ten (10) hour day will be applicable in all daily guarantees provided in this Agreement.
7. "Call as required" employees can be used to replace the regularly assigned or bid employees on these shifts but will not be used to supplement those shifts.

- 8.07 **Overtime Conditions** - Shift overtime shall be allocated wherever possible on the basis of seniority, in a voluntary manner, provided the employee is capable of doing the job.

The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- a) All time over and above eight (8) hours per day on any shift shall be deemed overtime, until a break of eight (8) hours occurs.
- b) Overtime calculated in accordance with this Article will be based on the employees' regular hourly rate of pay.
- c) For the first four (4) hours after the completion of the first eight (8) hours work at straight time, the overtime rate shall be one and one-half (1 ½) times the regular rate of pay for time worked per shift.

For overtime in excess of four (4) hours work, on a normal work day, the overtime rate will be two (2) times the regular rate for time worked per shift.
- d) Double time requirements shall apply to hours worked in excess of twelve (12) hours or after four (4) consecutive hours of time and one half (1 ½).
- e) For the purpose of this Section, the work week shall be from 0001 hours Sunday to 2400 hours Saturday.
- f) Overtime shall normally be allocated to the senior qualified person who is available and willing to perform the work. If no one volunteers, the Company may assign the overtime in reverse order of seniority.
- g) No employee shall be required to work overtime in excess of six (6) hours per week.
- h) The Company will attempt to equalize the daily overtime available to drivers subject to the service requirements of the customers, the efficient operation of the business and the cooperation of the employees.

8.08 **Call-as-Required**

- a) Junior regular city P&D and/or Dock employees may work on a "call as required" basis, to supplement established shifts within their seniority unit. Such employee shall not be subject to the regular shift provision as outlined in Article 8.06 of this Agreement, but shall be subject to all other conditions provided in this Agreement for regular employees. The number of employees subject to this "call as required" provision shall not exceed fifteen percent (15%) of the number of employees within the seniority unit not on layoff, rounded to the nearest whole number. Employees designated as "call as required" will be posted as such. When the call list is posted, on a first come - first served basis, employees will be offered the opportunity to book off.
- b) In the event such employee is called and reports for work, he shall be guaranteed a minimum of four (4) hours work. If he works in excess of four (4) hours, he shall be guaranteed six (6) hours work. If he works in excess of six (6) hours, he shall be guaranteed eight (8) hours work. For such employees, there must be a rest period of not less than eight (8) hours between shifts, and they shall not be required to work more than one (1) shift in a twenty-four (24) hour period. In the event that all regular employees have been called for the work that is available, and more manpower is required, part-time employees may provide the required manpower, however, part-time employees working on the same shift as "call as required" employees will be the first booked off the shift as the requirement for manpower reduces.

- c) In the event a regular employee, working on a "call as required" basis, works only four (4) hours in a shift, he will then be offered additional work, if available in the same day, ahead of junior "call as required" and part-time employees, in order to complete an eight (8) hour day. There will be no call-in guarantee in addition to the second (2nd) four (4) hours for such employee if he accepts the additional work and such employee will be entitled to overtime pay after a total of eight (8) hours work in a day.
- d) There must be an eight (8) hour break after the completion of the shift worked before his next shift commences.

8.9 Meal Period

- a) Hourly-rated employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous unpaid meal period of not less than thirty (30) minutes.
- b) When a city pickup and delivery driver is instructed to stay with his equipment in a lineup, waiting to load or unload, during his lunch period, such time shall not be deducted from his total hours worked in that day.
- c) No employees shall be compelled to take his lunch period before he has been on duty four (4) hours or after he has been on duty five (5) hours.
- d) An hourly-rated employee shall be entitled to one (1) paid break, not in excess of ten (10) minutes, during the first half and second half of any shift. Hourly-rated employees working the four (4), ten(10)hour shift schedule, shall be entitled to one (1) paid break, not in excess of twenty (20) minutes, during both the first half and second half of such shift.
- e) When an hourly-rated employee is required to work overtime of more than thirty (30) minutes, that employee shall enjoy a paid break, not in excess of fifteen (15) minutes, after completion of the straight-time shift worked.

8.10 Banked Overtime

Effective date of ratification, all full-time hourly employees will be allowed to bank their overtime for the purpose of taking additional time off during the following calendar year.

The following conditions will apply:

- a) Where an employee wishes to bank their overtime for the following year, they must advise the Company in writing within a two (2) week period from December 1 – December 15 of the current year. Once declared, the arrangement will remain in effect for the duration of the following year.

Banked overtime will be accumulated as follows:

An employee will be allowed to accumulate hours to a maximum bank equivalent to forty (40) hours straight time pay in each calendar year.

Banked overtime shall be credited in terms of hours, and when taken as time off, shall be paid at the same hourly rate as accumulated.

Example of banked overtime accumulation:

| <u>Overtime worked</u> | <u>Hours accumulated</u> |
|---|-------------------------------------|
| One (1) hour at time and one half (1 ½) | One and one half (1 ½) hours banked |
| One (1) hour at double time (2) | Two (2) hours banked |

For terminated or laid off employees, all accumulated hours in the employees bank shall be paid out in total on their final pay.

Employees will be allowed to book their accumulated banked time under the following conditions.

All banked overtime earned as at December 31st each year must be taken within the first three (3) months of the following year. Any accumulated banked overtime from the prior year not taken by March 31st of the following year will be paid out to the employee.

Employees who have accumulated banked overtime shall be entitled to utilize the time in no less than single day increments.

All requests for banked overtime days must be submitted in writing with twenty-one (21) days prior notice.

Time off requests will be approved at the Company's discretion.

ARTICLE NO. 9 - VACATIONS

9.01 All hourly paid employees shall receive:

- 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 wages paid that employee during the year in which he qualifies for such vacation OR,
- b) Employees who have completed three (3) years of continuous service with the Company shall receive, in the next succeeding year of employment and each year thereafter, three (3) weeks vacation with pay in an amount equal to six percent (6%) of the wages paid that employee during the year in which he qualifies for such vacation, OR
- c) Employees who have completed ten (10) years of continuous service with the Company shall receive, in the next succeeding year of employment and each year thereafter, four (4) weeks vacation with pay in an amount equal to eight percent (8%) of the wages paid that employee during the year in which he qualifies for such vacation, OR
- d) 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 vacation with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation, OR
- e) Employees who have completed twenty-five (25) years of continuous service with the Company shall receive, in the next succeeding year of employment and each year thereafter, six (6) weeks vacation with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which he qualifies for such vacation.

Entitlement of four (4) or more weeks that were earned and accrued in 2010 will be provided in 2011. The ensuing reduction will occur in 2011 and continue until the employee earns an additional week of vacation

- 9.02 In any year where an employee has not qualified for a full vacation as a result of accident or illness he will still be credited with a year of service to determine future vacations.
- 9.03
- a) A calendar year will be from January 1 to December 31 of each year. In the first year of employment, employees will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four percent (4%) of the wages paid that employee in the portion of the year worked.
 - b) Once vacation periods are established, the time shall not be changed except where mutually agreed between the employee and the Company.
 - c) The vacation period is to start on completion of the employee's normal work week and end on the first day of his normal work week on the completion of his vacation. This does not include a General Holiday.
- 9.04
- a) Preference of vacation time shall be given to senior employees.
 - b) Vacation lists shall be posted on January 10th of each year, and employees shall designate their choice of vacation time before February 28th. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by April 1st and it shall remain posted for the balance of the year.
 - c) During the Employer's prime season, June 1st to Labour Day, the Company will use the following formula for determination of the minimum number of employees allowed on vacation at any one time:

Twenty percent (20%) in each classification to the nearest employee, up or down, with a minimum of one (1) employee in each classification.
 - d) The number of employees in each group for application of the vacation formula will be the number employed as of March 1st of each year.
 - e) An employee laid off or leaving the Company before completion of a full year of service shall be entitled to a pro-rated vacation, with pay, computed on the same percentage of wages paid that employee during the portion of the year worked.
 - f) An employee, who accepts gainful employment while on vacation may be terminated.
- 9.05 The following classifications will be recognized as separate groups for determining allocation of vacation:
- a) dockmen
 - b) pickup and delivery drivers
- 9.06 Employees who have been away from work due to extenuating circumstances, such as Workers Compensation or Long Term Disability, in excess of six (6) months, shall be allowed to take off less than their allotted vacation time during that calendar year without loss of accrued vacation pay.

ARTICLE NO. 10 - GENERAL HOLIDAYS

10.01 All employees who have been employed in excess of thirty (30) calendar days, shall be entitled to these General Holidays:

| | | |
|------------------|-----------------|---------------|
| New Years' Day | Good Friday | Victoria Day |
| Canada Day | Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day | Christmas Day |
| Boxing Day | Family Day | |

- a) In the event a General Holiday is proclaimed by the Federal Government, such holiday shall be observed as a General Holiday and be paid for as such.
- b) Regular hourly-rated employees on eight (8) hour shifts will receive eight (8) hours pay at their regular hourly classification rate for the General Holidays as listed.
- c) In the event a regular employee is requested to work on his General Holiday, he shall receive the rate of pay as stipulated in this Agreement, in addition to the rate as prescribed for the General Holiday.

10.02 Regular employees shall be entitled to the General Holiday with pay for the specified holiday, subject to the following qualifications:

- a) An employee shall not be entitled to receive pay for any General or Civic Holiday where such holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever.
- b) Employees who have been laid off for lack of work and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday UNLESS they terminate employment within thirty (30) days of their return to duty.

10.03 In the event that a General Holiday falls on an employee's regular day off, the following provisions shall apply:

- a) For employees working on a Monday to Friday work week, the employees will be allowed, upon request, a day off without pay, in lieu of such Holiday, in the work week preceding or the work week following the General Holiday.
- b) For employees working any other work week, the employee will be allowed, upon request, either the last working day preceding or the first working day following the General Holiday. Such day will be without pay.

10.04 In the event a General Holiday falls during an employee's vacation, the employee will be allowed, upon request, a day off without pay in lieu of such Holiday, either immediately preceding or immediately following his vacation period.

ARTICLE NO. 11 - VALIDITY OF ARTICLES

If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or, if compliance with, or enforcement of, any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplement thereto, or the application of such Article to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 12 - PERSONAL LEAVE

- 12.01 a) All employees will be granted five (5) personal days per year to be used according to this article and for reasons stipulated in the Canada Labour Code. Employees who have completed their probationary period will be paid eight (8) hours pay for each of the first three of the five personal days per year. The employer may, in writing and no later than fifteen (15) days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- b) The request for leave must be given to the employer as soon as practicable and must advise the employer of the period or expected period of the leave.
- c) Any outstanding days will be paid out by January 31st as a payroll direct deposit.

ARTICLE NO. 13 - 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 adjustment and settlement shall be as follows:

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union Representative.

Time limit to institute Grievance:

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

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

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce his grievance to writing and it will be referred to and taken up between the Secretary-Treasurer or other Bargaining Representative of the Union, and the Company's Representative, authorized by an Officer of the Company. Such written notice and meeting must take place within ten (10) calendar days from the completion of Step 2.

Step 4: Failing settlement under Step 3, the grievance shall be taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board", consisting of two (2) Union Representatives selected by the Union, and two (2) Company Representatives appointed in writing by an Officer of the Company.

All members of this Board shall have been duly appointed and so authorized, that any settlement arrived at by this Board on a specific grievance shall be final and binding.

Except by written mutual agreement, between the Union and the Company, providing for an extension of time, Step 4 must be completed within ten (10) calendar days from the completion of Step 3.

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

Step 5: Failing settlement under the above Steps, the matter may be referred to an agreed upon neutral person to act as an Arbitrator, who will meet with the Parties to hear both sides of the case.

Failing to agree upon a neutral person, the Federal Department of Labour will be requested to appoint a neutral arbitrator.

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

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

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

All monetary settlements shall be paid through the Local Union's office, in the employee's name.

ARTICLE NO. 14 - STRIKES, LOCKOUTS, PICKET LINES

14.01 **Union Activity** - The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slow-down program while the controversy is being settled.

14.02 **Picket Lines** - It shall not be a violation of this Agreement or cause for discharge of an employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.

If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

14.03 **No Strike/Lockout** - During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, or work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE NO. 15 - TECHNOLOGICAL CHANGE/OPERATION CHANGE

The provisions of this Article are intended, through training, to assist senior employees affected by a significant technological change. The Parties have a direct responsibility to participate in reasonable training on the basis of seniority, prior to hiring from outside the classification.

ARTICLE NO. 16 - TERMINATION

This Agreement shall be in full force and effect from January 1, 2021 until December 31, 2025 and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either Party may, not less than ninety (90) days immediately preceding December 31, 2025, or immediately preceding any succeeding December 31st thereafter, by written notice to the other Party:

- a) Require the other Party to commence collective bargaining, with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective agreement;
- b) Terminate the Agreement on the next succeeding anniversary date thereof, and require the other Party to commence collective bargaining with the view aforesaid;
- c) Terminate the Agreement on the next succeeding anniversary date thereof.

Should either Party give written notice to the other Party pursuant to Sub-Section (a), hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, or the Company shall give notice of Lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

Signed this 6th day of November, 2020

For the Company:

YRC Freight Canada Company




Michael McCarthy
Area Manager of Labour, Compliance and Safety

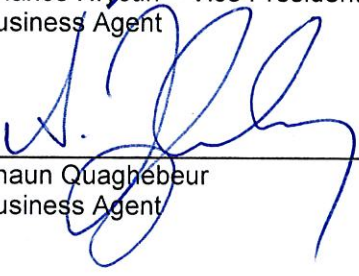
Jim Cockburn
Labour Relations

For the Union:

General Teamsters, Local Union No. 362



Chance Hryciun – Vice President &
Business Agent



Shaun Quaghebeur
Business Agent

APPENDIX "A"

A. Wages

First full pay period following January 1:

| Classification | Jan 1/ 2021 | Jan 1/ 2022 | Dec 31/ 2023 | Dec 30/ 2024 | Dec 29/ 2025 |
|--------------------|----------------|----------------|-----------------|-----------------|-----------------|
| P&D Driver | \$24.96 | \$25.54 | \$26.11 | \$26.73 | \$27.34 |
| Dockmen | \$24.06 | \$24.64 | \$25.21 | \$25.83 | \$26.44 |
| Part Time / Casual | \$17.64 | \$19.12 | \$19.69 | \$20.31 | \$20.92 |

Year 1

Every regular full time employee on the seniority list on the date of ratification will be paid a ratification bonus of one thousand dollars (\$1,000.00) on the first pay period following date of ratification.

B. New Hire Rates - Full time Employees

Drivers -

- First six months of regular full-time employment - full rates less \$2.00 per hour
- Second six months of regular full-time employment - full rates less \$1.50 per hour
- Third six months of regular full-time employment - full rates less \$1.00 per hour
- Fourth six months of regular full-time employment - full rates less \$0.50 per hour
- Two years and thereafter - regular rate

Dockmen -

- First six months of regular full-time employment - full rates less \$2.00 per hour
- Second six months of regular full-time employment - full rates less \$1.50 per hour
- Third six months of regular full-time employment - full rates less \$1.00 per hour
- Fourth six months of regular full-time employment - full rates less \$0.50 per hour
- Two years and thereafter - regular rate

C. Night Allowance

All full-time employees beginning their shift between the hours of 1600 and 0559 will be paid a premium of seventy-five cents (\$0.75) per hour for all hours worked on that shift. This premium is not applicable to part-time employees.

D. Lead Hand

It is understood that the differential in wages for Leadhands shall be a minimum of one dollar (\$1.00) per hour in excess of the top driver rate of pay. Any employee who works a portion of his work week on a regular scheduled shift, as a Leadhand, shall receive the Leadhand rate for the entire week. Leadhands are also entitled to a night allowance as per this Appendix.

When a Driver is assigned to train another Driver, the driver performing the training will be paid this lead hand premium for the hours spent training.

APPENDIX "B"

Health and Welfare Plan

The Company shall provide the Prairie Teamsters Health and Welfare Plan to all regular full-time employees and eligible dependents coming under the jurisdiction of this Collective Agreement.

1. Any regular full-time 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 ninety (90) calendar days from the date of employment with the Company.
2. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.
3. It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
4. The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
5. Medical, Surgical and Obstetrical coverage in accordance with the standard Plan of Service provided by medicare in the Province of Alberta.
6. The cost of the Health Insurance Plan will be as per premium rates in the Province.

The Company will pay one hundred percent (100%) of the cost of the Plan.
7. The Company shall pay one hundred percent (100%) of the cost of Alberta Health and Wellness coverage.
8. The parties agree to cap the annual increases at ten dollars (\$10.00) per month per employee in each contract year for the term of the agreement.
9. Where the employee's hours fall below one hundred and eight (108) hours in a month, he shall, in the following month, no longer be eligible for Health & Welfare participation until such time as he again works one hundred and eight (108) hours in one (1) month.

Should the employee work one hundred and eight (108) hours in a subsequent month, his benefits shall be reinstated the first of the month following the month in which he works one hundred and eight (108) hours.

APPENDIX "C"

Teamsters Prairie Provinces Pension Plan

- A. Effective December 29, 2019 - The Company will contribute three dollars and twenty-five cents (\$3.25) per hour for each hour for which wages are payable as of the first of the month following three (3) calendar months of full time employment, to the Teamsters Prairie Provinces Pension Plan.
- B. Effective January 1, 2022 - The Company will contribute three dollars and thirty-five cents (\$3.35) per hour for each hour for which wages are payable as of the first of the month following three (3) calendar months of full time employment, to the Teamsters Prairie Provinces Pension Plan.
- C. Effective January 1, 2023 - The Company will contribute three dollars and forty-five cents (\$3.45) per hour for each hour for which wages are payable as of the first of the month following three (3) calendar months of full time employment, to the Teamsters Prairie Provinces Pension Plan.
- D. Effective January 1, 2024 - The Company will contribute three dollars and fifty-five cents (\$3.55) per hour for each hour for which wages are payable as of the first of the month following three (3) calendar months of full time employment, to the Teamsters Prairie Provinces Pension Plan.
- E. Effective January 1, 2025 - The Company will contribute three dollars and seventy cents (\$3.70) per hour for each hour for which wages are payable as of the first of the month following three (3) calendar months of full time employment, to the Teamsters Prairie Provinces Pension Plan.
- F. Contributions and remittances referred to above shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.
- G. Timely payment of contributions to the Trust Fund provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

The Union will advise the Company, in writing, of any delinquency.

If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.

In the case of failure of the Company to contribute into the funds on the due date, the Trustees, in their joint names, may take legal action against the Company for recovery of the amount due.

APPENDIX "D"

Union / Industry Advancement Fund

The General Teamsters, Local Union No. 362 Industry Advancement Fund shall be for the enhancement of all persons dependent upon an industry represented by General Teamsters, Local Union No. 362.

Effective December 31, 2015, the Employer shall make contributions of five cents (\$0.05) per hour for which regular wages are payable hereunder for each regular full-time employee covered by this Collective Agreement.

Payment of said funds shall be made to the General Teamsters, Local Union No. 362 Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to General Teamsters Local Union No. 362.

LETTER OF UNDERSTANDING # 1

BETWEEN: YRC FREIGHT CANADA COMPANY
Edmonton, Alberta
(hereinafter referred to as the "Company")

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

RE: Lead Hand Premium

All Lead Hands working for the Company as of October 6, 2020 will be paid a Lead Hand premium of two dollars (\$2.00) per hour for all hours worked in the Lead Hand role or until the premium in APPENDIX "A" Section D. exceeds this rate.

Signed this 6th day of November, 2020


For the Company:
YRC Freight Canada Company



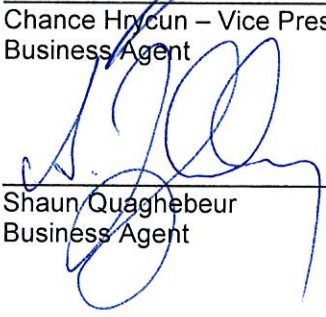
Michael McCarthy
Area Manager of Labour, Compliance and Safety

Jim Cockburn
Labour Relations

For the Union:
General Teamsters, Local Union No. 362



Chance Hryciun – Vice President &
Business Agent



Shaun Quaghebeur
Business Agent