

COLLECTIVE AGREEMENT

BETWEEN:

CANADA DRAYAGE INC.

(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.

December 1, 2021 – December 31, 2023

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ARTICLE NO. 1 - SCOPE

- 1.1 (a) This Agreement shall apply to all employees as enumerated, in ALRB certificate number C1938-2021
- (b) In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.
- 1.2 All employees working for the Company as outlined in Section 2.1(a), and as enumerated in the following Appendices hereunto annexed and forming part of this Agreement.

Appendix "A" covers hours of work, overtime provisions and rates of pay for all employees.

Appendix "B" covers Health and Welfare Plan

ARTICLE NO. 2 - UNION SECURITY

- 2.1 (a) The Company agrees to recognize the Union as the sole collective bargaining agent for employees of the Company for whom it has bargaining right, in the work categories falling within the 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 and pool car industry.
- (d) The Union undertakes that no terms which are more advantageous than those contained herein will be extended to or agreed with any competitor of the Company, without first notifying the Company or its bargaining agent of such terms.
- 2.2 It is agreed that as a condition of employment, each employee shall upon hire become and remain a member in good standing of the Union.
- 2.3 (a) Each new employee, when hired by the Company, will be informed by the Company that he is to sign an authorization card, authorizing the Company to deduct from his earnings Union Initiation Fees, Union Dues and/or other accessorial charges as levied against him by the Union, and so indicated on the monthly check-off lists as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the fifteenth (15th) day of the month following the month in which the deductions were made. Dues will be payable one month in advance.

NOTE* The Initiation Fee may be deducted and remitted over two check-off billings.

- (b) Authorization Cards shall be furnished by the Union, and shall be in accordance with, and as prescribed by, the applicable Labour Relations Act.
- (c) The Company shall furnish to the Union a list of new employees taken into employment by the Company, stating the initial date and location, within fourteen (14) days of their being hired and all such employees will be added to the current check-off list.
- (d) 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.

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

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

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

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

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

The Monthly Check –Off List will reference any;

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

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

- 2.4 **Probationary Period** - All newly hired employees for regular employment shall be considered as probationary employees for the first sixty (60) working days from date of hire.

There shall be no responsibility on the part of the Company respecting employment of 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.

An employee shall be classed as a regular employee of the Company when:

1. he has completed his probationary period,
2. he has made himself available for full-time employment or as he may be needed,
3. he has no other outside employment which will in any manner interfere or reflect upon his employment with the Company,

2.5 Part-time Employees

- (a) All persons employed to supplement the regular hourly work force to provide additional help on an incidental basis to cover peak work periods shall be classified as temporary part-time employees.
- (b) Upon completion of one hundred and twenty-eight (128) hours work within any thirty (30) calendar days, an employee shall become a regular 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 temporary full-time employee may be used to replace an employee on leave of absence, or when performing duties of short duration such as project work of up to six (6) months. The employee shall be entitled to all rights and privileges of this Agreement upon completing their probation period.
- (d) A part-time employee shall:
 - 1. be carried on a part-time Seniority List, and shall be called in to work according to their position on such list.
 - 2. be given first opportunity to qualify as regular employees as openings become available and will then be placed at the bottom of the regular employee Seniority List providing they meet all Company qualifications and requirements.
 - 3. not be called in to work outside an established shift, if regular employees are qualified to perform the necessary work and willing to accept that work for the entirety of the hours required that day.

2.6 **Lead hand** - The necessity of the classification of a lead hand shall be at the discretion of the Company, and he shall be defined as an employee who shall direct the work of others while performing the same work himself. He shall not have the authority to directly hire, fire, suspend or discipline employees.

He shall be a member of the Union.

Seniority in the terminal shall prevail for layoff purposes in excess of seven (7) days.

Where the Company designates that a lead hand is required, a bid will be posted and the position will be filled with a qualified person that applies for the position.

The Company shall have full discretion in the selection of the lead hand, however when qualifications are equal in every respect, the most senior man will be given preference. Such bids for that position will be posted for one (1) week at that location.

2.7 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 except for training purposes, when bargaining unit employees are unavailable for their scheduled shift or in emergency situations.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

3.1 (a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.

- (b) The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- (c) 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

- 4.1
- (a) The Company will provide Bulletin Boards at its 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.
 - (b) An employee will receive a copy of any written Reprimand or Warning Letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if the incidents are unrelated, or if such written reprimands or warning letters are more than twelve (12) months old.
 - (c) An employee who is called into the Company's office for any discussions pertaining to disciplinary or investigative measures, shall be accompanied by a Shop Steward. If a Shop Steward is not readily available, the employee may request another bargaining unit employee accompany him to such meeting.
 - (d) All penalties and reprimands must be issued to the employee within five days (excluding Saturdays, Sundays and General Holidays) from the time the infraction(s) became known, otherwise the penalty or reprimand will be considered null and void. A written copy of said reprimand will be forwarded to the Local Union.
 - (e) The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the grievance procedure except as otherwise provided herein.
 - (f) 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, 2 and 3 of the Grievance Procedure.

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

- (g) Authorized agents of the Union will request and have access to the Company 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.
- (h) 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.

- (i) Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed terminals, plug-in outlets where necessary, and car parking space, will be made available to regular employees.

4.2 **Bereavement Leave** - Regular employees shall have Bereavement Leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request Bereavement Leave of five (5) working days commencing the day of the death to the day after the celebration of life or funeral.

The employee will be compensated at his regular straight time hourly rate for hours lost from his regular schedule for the Bereavement Leave commencing the day of the death to the day after the celebration of life or funeral.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-father, step-mother, step-sons, step-daughters, grandfather, grandmother or the employee's spouse's grandfather or grandmother.

The "spouse" of the employee shall be defined as the spouse on record with the Company's Personnel Department.

Regular employees who are required to travel six hundred (600) kilometers or more (one way), to attend the funeral shall receive one (1) additional day leave, unpaid, for such travel.

PROOF OF DEATH OR TRAVEL MAY BE REQUIRED, IF REQUESTED BY MANAGEMENT.

When death occurs to a member of a part-time employee's immediate family, the employee will be granted, upon request, bereavement leave of three (3) working days with pay at his regular straight time hourly rate, provided he would have worked those days

4.3 **Jury Duty** - Any regular full-time employee who is required to perform Jury Duty, or is required to appear as a witness, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or witness fee, at his regular straight time hourly rate of pay for his regular scheduled hours of work.

Upon notification of being required to appear for Jury Duty or witness attendance, the employee will advise the Company, and arrangements for the employee's absence to attend which are suitable to both the Company and the employee will be made at that time.

It is understood that such reimbursement shall not exceed eight (8) hours per day and shall not exceed forty (40) hours per week for hourly paid employees.

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 practicable.

4.4 **Training** - When, by mutual agreement between the Company and the Union, there is a need to train inexperienced people to fill positions in that Company, such program and compensation shall be by mutual agreement between that Local Union and the Company.

Any Company required training will be done at the workplace and paid at the applicable rate unless mutually agreed upon.

4.5 **Approved Time Off**

An Employee may request a day or days off without pay. Such requests shall be made in writing a minimum of one (1) week in advance of the start time of the shift(s) being requested to be taken off.

The Company may grant such requested time off at the Company's sole discretion. The granting of such leave shall be based on operational requirements, and the availability of replacement Employees.

Where the Company does not grant the leave as outlined above, the Employee making the request shall be expected to report for work as scheduled.

Employees may accrue and bank hours worked on overtime, up to 40 hours per year. This accrued time can be scheduled as time off during the calendar year in which the overtime is worked. The time off can be scheduled when the number of allowable employees away in accordance with Article 10.7 is not fully satisfied.

All unused banked time will be automatically paid out on the first pay period in December.

- 4.6 Any physical or medical examinations requested by the Employer shall be properly complied with by the employee, providing however that the Company shall pay for such physical or medical examination, and for any time lost as a result thereof, during his normal working hours.

ARTICLE NO. 5 - SENIORITY

- 5.1 The principal of seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job.

- 5.2 (a) The Company shall, once each calendar year (March 1), open up all shifts for bid. Such bid shall be by seniority order, and shall be for the duration of the bid period. Such bids may be re-bid between the above dates if the Company suffers a change of operations.

- (b) Vacancies will be posted for seven days (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 shifts by a layoff or shift discontinuance, the senior employees may exercise their seniority over junior employees and be placed on a shift of their choice. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

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

In the event of shift discontinuance, the affected employee may exercise his/her seniority by bumping a junior employee within his/her Department. Departments are defined as dispatch, compliance and office administration.

In the event of layoff which is to exceed seven (7) days, the affected employee may exercise his/her seniority by bumping a junior employee in any Terminal provided he/she has the qualifications to perform the work and will assume the applicable pay rate.

- (c) In all bids referred to in this Section, 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 senior employees.

5.3 Seniority shall be Terminal wide for all employees. There shall be two (2) seniority lists, full-time and part-time. Full-time shall have seniority over part-time.

5.4 Within each terminal the Company will post and maintain Seniority Listings. Such up-to-date listings will be posted as of April 1st of each year. Copies of current lists will be provided to the Local Union and the Company Labour Relations Department upon request.

Any employee wishing to protest his seniority date must do so by formally reducing his protest to writing and submitting same to his supervisor and the Union within thirty (30) days of the posting of the Seniority List on which his name first appears.

5.5 Employees recalled to work following a layoff shall be informed by Registered Mail and will be allowed fourteen (14) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed in writing of any changes of address or telephone number.

5.6 **Termination of Seniority** - Seniority, once established, for an employee shall be forfeited and his employment terminated under the following conditions;

- a)
 - 1. if he voluntarily quits
 - 2. if he is discharged for proper cause
 - 3. if he fails to report for duty after a layoff in accordance with Section 5.6 b) the employee is absent from work without notification or securing a leave of absence for more than three (3) consecutive working days or without an explanation reasonable to the Company.

b) Any employee who has been on lack of work layoff for six (6) months or more shall be removed from the Seniority Lists and will be terminated from the Company's employ. The Company shall be under no further obligation to such employee, except in the case where the layoff is a direct result of a labour dispute involving another company, or when the employee has accrued five (5) years or more seniority in which case seniority will be carried for twelve (12) months and termination of employment will be effective at the expiration.

5.7 **Overtime and Part-Time Work**

(a) Shift overtime shall be allocated wherever possible on the basis of seniority in a voluntary manner provided the man is capable of doing the job.

However, upon reaching the bottom of the list with respect to seniority, the junior employees shall be required to work the overtime.

No employee, working a seven and one half (7 ½) hour shift and thirty-seven and one half (37 ½) hours per week or eight (8) hour shift and forty (40) hour work week or ten (10) hours per day and forty (40) hours per week, shall be required to work overtime in excess of four (4) hours per week total. Employees may volunteer to work overtime in excess of four (4) hours. Employees who have worked the required weekly overtime may decline any additional overtime provided they notify the Company at the commencement of their shift.

Employees working other than a seven and one half (7 ½), eight (8) or ten (10) hour shift per day shall not be required to work overtime in excess of their regularly scheduled shift, however may volunteer to work overtime in excess of their regular shift.

(b) Part-Time employees will not be used for the purpose of depriving full-time employees of their regular hours of work on their regular shifts.

- (c) 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 principal may be advanced on a daily basis.
- (d) Employee shall receive a mandatory one (1) hour notice when overtime is required. Should the one (1) hour notice not be given, the employee shall have the right to refuse such overtime.

5.8 Notice of Termination

Employees laid off because of lack of work or if the company shuts down for any reason, shall receive notice of termination based on one (1) week per full year of service, to a maximum of ten (10) weeks' notice or pay in lieu of written notice.

5.9 Extension of Benefits due to Layoff or Terminal Closures

The Company shall continue Welfare benefits by remitting the contribution defined in this Collective Agreement to the appropriate Health and Welfare Plan for any member who is laid off. Benefits will continue for thirty (30) days following the month of lay off.

ARTICLE NO. 6 - LEAVE OF ABSENCE

- 6.1 (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.
- (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 be accrued and retained during such extension.
- (c) Any employee hereunder on Leave of Absence engaged in gainful employment, without prior written permission from both the Company and the Union, shall forfeit his seniority rights and his name will be stricken from the Seniority List, and he will no longer be considered an employee of the Company.
- (d) An 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 before returning to work. Any violation of this provision will be subject to disciplinary action.
- (e) 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.

ARTICLE NO. 7 – PERSONAL AND FAMILY RESPONSIBILITY DAYS

- 7.1 All employees will have unpaid personal and family responsibility leave to a maximum of five (5) days annually.

ARTICLE NO. 8 - SAFETY CONDITIONS

8.1 Maintenance of Equipment

- (a) All equipment (computers, monitors, phones etc.) will be in working order. It shall be the obligation of the Company to direct and repair as necessary to conform with the safe and efficient operation of that equipment.

In the event that the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.

- (b) Safety meetings will be held, as per the Code, on Company time, and minutes of these meetings will be posted. Safety Committee members and/or alternates who are to attend these meetings, and shall be elected once per calendar year from within the bargaining unit, shall be paid at the straight time hourly rate of pay.
- 8.2
- (a) The Company agrees to maintain at its terminal, clean, sanitary washrooms having hot and cold running water, with toilet facilities available to terminal employees.
 - (b) The Company shall provide clean and adequate lunch rooms, properly ventilated for its employees, at its terminals where such lunch rooms would be used by employees. It shall be the responsibility of the employees using these facilities to leave them in a neat and orderly condition.
- 8.3 The Company shall provide first aid provisions in accordance with the Workers' Compensation Act.

ARTICLE NO. 9 - PAY AND WORK CONDITIONS

- 9.1
- (a) All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.
 - (b) Pay time shall be computed from the time designated when the employee is ordered to report for duty or registers in, whichever is the later, until he is effectively released from duty.
 - (c) The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
 - (d) Hours of work and rates of remuneration are outlined in the separate Appendices hereunto annexed and forming part of this Agreement.
- 9.2
- (a) All regular employees covered by this Agreement shall be paid on a bi-weekly basis, at the end of the shift that starts on Thursday, all wages earned by such employee up to midnight on the previous Saturday.
 - (b) The Company shall provide each employee covered by this Agreement with an electronic or paper itemized statement in respect of all wage payment made to such employees. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, the total wages applicable, and all deductions made from the gross amount of wages.

Documentation will be retained at the employees' place of employment and will be made available for scrutiny in the event of a disagreement in regards to his pay. Explanation of any alterations made will be available on request. All daily time alterations, such as no lunch, early start, etc, approved by the Company will be provided in writing to the employee.

All pay statements will be handed out in sealed envelopes.

- (c) Prior to an employee leaving on annual vacation, he shall receive vacation pay on a separate bank deposit in accordance with Section 9.2 of this Agreement for that period of time that he will be on vacation.

However, if his vacation time is not posted or if he changes his vacation to a time other than that which is posted, it will be required that the employee provide at least three (3) weeks notice prior to leaving on vacation if he is to receive vacation pay in advance. Failing this, he will receive his vacation pay on the first regular pay day following his return to work.

- (d) The Company shall provide each employee with a computation of vacation pay accrued not less than once annually.
- 9.3
- (a) If an error occurs in the payroll computation of an employee's pay cheque, and the amount is equal to eight (8) hours pay or more, he shall be entitled on request to receive same within one business day from the date the error was reported. If an employee improperly completes his time card or pay claim, or does not turn them in immediately, any pay so affected will be included with the next regular pay period.
 - (b) If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to two eight (8) hours pay or more, he shall be entitled, on request, to receive same as soon as practicable, but not later than one (1) business day following the payday on which the error was reported. Failure by the Employer to correct any payroll error, of eight (8) hours or more, within five (5) calendar days, including Saturdays, Sundays and Statutory Holidays of being notified, in writing, will result in a penalty of four (4) hours pay, per day, until the error is paid.
- 9.4 No employee shall be asked nor permitted to make any written or verbal agreements with the Company covering hours of work, wages or conditions, during the term of this Agreement.
- 9.5 When a Regular terminal employee reports for duty on his regular scheduled work day, he shall be guaranteed his full day's pay.
- 9.6 When an employee from a higher rated classification is required to work temporarily or until reclassified at a lower rate classification, he shall continue to be paid at the rate paid for the higher rated classification. When an employee from a lower rated classification is required to work for two (2) hours or more per day in a higher rated classification, he shall be paid for the entire day at the higher rated classification. If the Company adds any new work to an employee outside of the normal scope of any current position the employer will sit down with the Union to discuss proper monetary compensation for the effected position.
- 9.7
- (a) There shall be no "split shifts" and the 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.
 - (b) 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.
 - (c) Shift premium – All shifts that start between 16:59 and 04:59 shall receive a \$0.40 per hour premium effective January 1, 2022. Effective January 1, 2023 this premium will increase to \$0.50 per hour.

9.8 Meal Periods

- (a) Hourly rated employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes. No employee shall be required to take more than a thirty (30) minute meal period.
 - (b) No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3 ½) hours, or after he has been on duty five (5) hours.
- 9.9 **Breaks** - An hourly rated employee shall be entitled to one (1) paid break, not in excess of fifteen (15) minutes, during both the first half and second half of any shift.

When an hourly rated employee is required to work overtime of more than thirty (30) minutes, but less than two (2) hours, that employee shall enjoy the option of, but shall be entitled to, a paid break not in excess of fifteen (15) minutes after completion of the straight-time shift worked, provided the break is taken and that work is performed in the Company's terminal, maintenance shop, yard areas or as otherwise specifically directed by the Company.

When an hourly rated employee is required to work overtime which is to exceed two (2) hours, that employee shall enjoy the option of, but shall be entitled to a paid meal break not in excess of thirty (30) minutes after completion of the straight-time shift worked, provided the break is taken, and that work is performed in the Company's terminal, maintenance shop, yard areas or as otherwise specifically directed by the Company.

- 9.10 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.

ARTICLE NO. 10 - VACATIONS

- 10.1 Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year. The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees.
- 10.2 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 per cent (4%) of the employee's gross earnings in the portion of the year worked.
- 10.3 Employees who have completed one (1) calendar year of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, two (2) weeks, or ten days, vacation with pay in an amount equal to four percent (4%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.4 Employees who have completed three (3) calendar years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks, or fifteen (15) days, vacation with pay in an amount equal to six percent (6%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.5 Employees who have completed eight (8) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, four (4) weeks, or twenty (20) days, vacation with pay in an amount equal to eight percent (8%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.6 Employees who have completed fifteen (15) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks, or twenty-five (25) days, vacation with pay in an amount equal to ten percent (10%) of the employee's gross earnings during the calendar year in which he qualifies for such vacation.
- 10.7 (a) Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before February 28. 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, with the following exception:

An employee subject to the condition listed below, may take a vacation period not previously requested on the above January 2 vacation list, provided a written request is made to his Supervisor, with a minimum of three (3) weeks' notice prior to the commencement of his desired vacation period.

The Company shall post the final vacation schedule by March 15th, and it shall remain posted for the balance of the year. Fifteen percent (15%) in each classification to the nearest employee up or down, with a minimum of one (1) employee in each classification in the terminal.

(b) After April 15th of each year following the selection of one (1) week vacation blocks, employees with four (4) weeks of vacation or more may utilize one (1) week or their vacation in single day blocks.

10.8 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. Any unused vacation or days in lieu will be paid out to the employee on the last pay of each calendar year.

10.9 If an employee fails to designate his choice of vacation by September 1st the employer may schedule, upon providing 2 weeks' notice of this intent, the employee on vacation to ensure all the vacation will be taken prior to December 31st. Should the employer not schedule this time then the employee will be paid for any outstanding days on the second pay in January.

10.10 An employee who accepts gainful employment while on vacation may be terminated.

ARTICLE NO. 11 - GENERAL HOLIDAYS

11.1 All employees who have completed thirty (30) calendar days of employment, shall be entitled to eleven (11) General Holidays. The said General Holidays are:

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

11.2 All hourly rated employees hired prior to the ratification of this agreement will receive eight (8) hours pay at their regular hourly work time job classification rate, and Lead Hand rate, for the General Holidays as listed.

All hourly rated employees hired after the date of the ratification of this agreement will receive seven and one-half (7 ½) hours or eight (8) hours pay at their regular hourly work time job classification rate, and Lead Hand rate, for the General Holidays as listed.

An employee will be paid for the General Holidays when working their full scheduled shift prior to and full scheduled shift after the General Holiday, unless an explanation, satisfactory to the Company, is provided.

Part-time and casual employees will receive pay for the General Holiday based on the average daily wage worked by the employee during the four (4) weeks immediately preceding the General Holiday.

11.3 In the event an 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.

11.4 (a) When a General Holiday falls on an employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday, on either the last working day preceding or the first working day following such General Holiday.

(b) In the event a General Holiday falls during an employee's vacation, the employee will be allowed upon request, and consistent with the efficient operation of the business, a day off without pay in lieu of such Holiday, either immediately preceding or immediately following his vacation period.

ARTICLE NO. 12 - OTHER UNION CONTROVERSY

- 12.1 (a) 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.
- (b) It shall not be a violation of this Agreement, or cause for discharge of any employee in the performance of his duties to refuse to cross a legal picket line recognized by the Union.
- The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.
- (c) During the life of this Agreement, there shall be no lock-out by the Company, or any strike, sit-down, slow-down, or work stoppage or suspension of work either complete or partial for any reason by the Union.
- (d) 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.

ARTICLE NO. 13 - VALIDITY OF ARTICLES

- 13.1 (a) If any Articles of this Agreement or any supplement hereto should be held invalid by operation of Law, or by a 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 or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions in effect prior to certification by the Union and/or the time of the Company and the Union signing the first Collective Agreement covering that Company and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of signing of that Agreement.

ARTICLE NO. 14 - GRIEVANCE PROCEDURE

- 14.1 All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:
- 14.2 **Step 1** - Any grievance of an employee shall first be taken up between such employee and the Company Supervisor. Any grieving employee will be entitled to have such grievance processed during the employee's regular working hours. However, such employee will be entitled to be accompanied by a Shop Steward or Union Representative.

Time Limit to institute a Grievance:

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

The Company has a maximum of 5 days from the incident giving rise to any disciplinary action to issue such reprimand on discipline

14.3 **Step 2** - Failing settlement under Step 1, such grievance shall reduced to writing, and taken up between a representative of the Local Union, or Shop Steward, and the Company Supervisor.

14.4 **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, this grievance shall be referred to and taken up in presentation to a Grievance Board consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by the President of the Company. All members of the Board shall have been duly appointed and authorized so that any settlement arrived at by the Board on a specific grievance shall be final and binding.

Except by written mutual agreement between the Union and the Company, providing for an extension of time, Step 3 must be completed within ten (10) calendar days from the completion of Step 2.

In all such grievance procedures, the Union representative shall act in the capacity of the Chairman of the meetings, and the Company representatives shall act in the capacity of Recording Secretary.

All copies of the minutes of the meetings shall be signed and dated by both the Union and the Company.

14.5 **Grievance Panel** - Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.

The Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.

The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.

The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.

If the Grievance Panel is unable to reach a majority decision pursuant to paragraph 3 above, the grieving party may proceed to an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.

Should the parties agree to proceed to Step 4, they may proceed as outlined in the Rules and Procedures of Step 4.

14.6 **Step 4** - Failing settlement under the above Steps, the matter will be referred to an agreed upon neutral person to act as an Arbitrator, who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator's decision shall be final and binding on the two (2) Parties to the dispute.

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

ARTICLE NO. 16 - TERMINATION

16.1 This Agreement shall be in full force and effect from the 1st day of ratification, 2021 until the thirty first (31st) day of December, 2023, 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 the 31st day of December, 2023, or immediately preceding any succeeding 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.

16.2 Should either Party give written notice to the other Party pursuant to Section 16.1(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 Lock-out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED THIS 23 DAY OF February, 2022

FOR THE COMPANY:

Canada Drayage Inc.



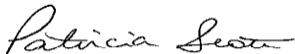
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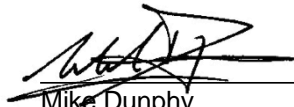
Patricia Scott
Vice President – Human Resources

FOR THE UNION:

General Teamsters, Local Union No. 362



Chance Hrycun
Vice President and Business Agent



Mike Dunphy
Business Agent

APPENDIX "A"

COVERS HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL EMPLOYEES

Section 1 - HOURS OF WORK

(a) **All Employees**

The Company shall construct work schedules in a manner to promote the effective and efficient service to customers.

Employees will notify their supervisor a minimum of one (1) hour before the start of the scheduled shift if unable to report for work.

Based on a thirty-seven and one half (37 ½) or forty (40) hour work week.

The maximum hours of work for all employees shall be at each terminal covered by this Agreement as described below.

Seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week or Eight (8) hours per day and forty (40) hours per week, or ten (10) hours per day and forty (40) hours per week, excluding meal periods as specified in Section 9.8. All employees shall have a minimum of two (2) consecutive days off each week.

(b) The Company shall make every reasonable attempt to ensure that any employees who have not worked their regularly scheduled weekly hours in any configuration, shall be given additional hours to bring their work week as close to their regularly scheduled hours as possible before other employees who have worked their regularly scheduled hours for the week are assigned overtime.

(c) Overtime on a call-out or call-back basis will be allocated by seniority provided the senior man is available and qualified to perform the work.

Regular terminal employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of four (4) hours work, but after completion of the duty he is called for, he may book off with a minimum of two (2) hours pay at overtime rates.

(d) Overtime rates for shift work for all employees:

All time worked before or after the regularly established shift for that employee and which is in excess of seven and a half (7 1/2), eight (8) or ten (10) hours per day, shall be considered overtime and paid at the established overtime rate of time and one-half (1 ½).

(e) Overtime rate for work on designated day of rest or General Holiday:

All hours worked on a call-out or call-back basis on an employee's designated day of rest, or on a General Holiday, will be deemed overtime and the employee performing such work on such day shall be paid at one and one-half (1 ½) times his regular rate of pay.

(f) When an employee is called out to work and his call-out time runs into his regular shift time, such employee shall be allowed reasonable time off with pay to eat, upon completing the work he was called to perform, or at the regular starting time of his regular shift, whichever is later. Such time is not to exceed one-half (1/2) hour.

Section 2 - Rates of Pay

Classification	Top Rate at DOR	2.00% Top Rate July 1/22	1.00% Top Rate Jan 1/23	1.00% Top Rate July 1/23
Dispatch	\$24.00	\$24.48	\$24.73	\$24.97
Dispatch/Compliance/Admin	\$23.00	\$23.46	\$23.69	\$23.93
Compliance	\$21.50	\$21.93	\$22.15	\$22.37
Administration	\$19.50	\$19.89	\$20.09	\$20.29

Employees hired after Date of Ratification will receive:

Year 1 of employment	\$3.00 less than top rate of pay
Year 2 of employment	\$2.00 less than top rate of pay
Year 3 of employment	\$1.00 less than top rate of pay

All lead hand employees shall be paid at the top rate of pay for their classification plus the additional lead hand premium. Premium shall be \$0.50 per hour effective Date of Ratification and \$1.00 per hour effective January 1, 2023. As of signing of this collective agreement the employees who will receive this premium are Kari Dyer, Xiuying (Rachel) Zheng, Christine Bisson, Kaycea Anderson and Kalyn Pocha.

Section 3 - Preferential Hiring

When additional employees are required, within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend preferential hiring consideration to Teamster Union members who meet the Company qualifications and requirements, and who apply for employment.

Section 4 - Part-Time Employees Guarantee

- (a) When a part-time employee is called and reports for duty, he shall be guaranteed a minimum of four (4) hours of work and/or pay.
- (b) Part-time employees shall be entitled to two (2) consecutive days off in each week. Overtime provisions to be applicable on any hours worked on the days in excess of five (5) in a week, for hours in excess of eight (8) hours in a day, and for work on a General Holiday.

Section 5 - Overtime

Work performed outside an employees established shift or Statutory Holiday shall be allocated by seniority on a volunteer basis. Employees who work shall be guaranteed a minimum four (4) hours work or pay that day. Should the employee work more than four (4) hours that day he shall be guaranteed six (6) hours pay. Should he work more than six (6) hours that day he shall be guaranteed eight (8) hours pay.

Section 6 – On-Call

Employees who are scheduled to be available on-call for the week will be paid a premium of fifty dollars (\$50.00).

An employee who works more than three (3) cumulative hours for that week will be paid overtime for the hours worked, subject to management approval of the claim. When overtime is approved, the on-call premium will no longer be payable.

APPENDIX "B"

Health & Welfare Plan

Employees covered under the employer's policy with Industrial Alliance, Policy # 29935, Class 20, will remain in force for the term of this Collective Agreement.

Employees will maintain responsibility for the payment of Long Term Disability premiums until December 31, 2022. These premiums will be deducted from the employee's pay.

Effective January 1, 2023, the employer will assume responsibility for these premiums, in addition to all other costs of this plan, excluding any voluntary coverage to which the employee wishes to enrol.

Employees hired after date of ratification will be covered under this plan upon completion of his probationary period.

Health and Welfare Protection - When an employee goes off work ill, or on Compensation, or a grievance is invoked, 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:

When the employer grants personal Leave of Absences that are not illness in nature or legislative by the Government the employee shall be responsible for one hundred percent (100%) of any payments made on his behalf.

Personal Leaves - The Company shall be responsible for its contributions normally covered by the Health & Welfare Plan for the employee to be on an approved Leave of Absence. Company contributions shall be made upon receiving, written notice from the employee, confirming of their desire to maintain coverage. Any approved leave of absence must be agreed to by all parties (Union, Company and Employee). Government Military Leave, maternity leave, paternity leave, compassionate leave, are all approved leaves of absences.

Any other personal leaves of absence the employee would not be covered under the Health & Welfare Plan.

LETTER OF UNDERSTANDING # 1

BETWEEN: CANADA DRAYAGE INC.
Calgary & Edmonton, AB (The “Company”)

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(The “Union”)

RE: Transition Plan – Dedicated Client Employees (Edmonton)

Prior to and during the collective bargaining process the parties have discussed the customer expectation that the work associated with the dispatch of vehicles is transferred to the Company’s Woodbridge location. The union was advised that the Company become aware of this expectation in 2019 and that the analysis regarding this requirement commenced in 2020.

The parties agree that this transition plan has been agreed upon and resolves any and all outstanding issues related to this matter.

Layoffs will be offered in seniority order, by shift, to employees. Employees will qualify for the “stay bonus” as contained herein.

It is understood that the incumbent Lead Hands (Christine Bisson, Kaycea Anderson and Kalyn Pocha) have specific knowledge so will not be bumped during the transition. This knowledge relates to customer and driver requirements, optimizing balancing requirements to maximize revenue, and knowledge necessary to capture our customer’s (CP’s) data and the data for CP’s customer which is used in the software development underway.

Overview: Transition Plan

- **Preparation for transition commencing approximately November 24, 2021**
 - Edmonton Lead Hands will provide relevant information to Woodbridge dispatchers in order that they obtain required information for the dispatching of Edmonton and Calgary city loads. Edmonton Dispatchers may be requested to assist.
 - Woodbridge dispatchers will commence learning the dispatching for Edmonton and Calgary city loads on all shifts.
 - Edmonton dispatchers will have no change to their regular hours or shifts.
- **Stage 1 of transition – expected completion date January 31, 2022:**
 - Current shifts for dispatchers will continue: Three (3) days on – four (4) days off, four (4) days on – three (3) days off. Twelve (12) hour shifts.
 - When Toronto dispatch team is trained, approximately January 31, 2022, five (5) day shift dispatching positions will be cancelled. Shifts being cancelled are: 5:00-17:00; 6:30-18:30, 6:00-18:00
 - Changes to shift schedules will be posted to allow employees to bid, based on seniority, for the available shifts ensuring the new schedule is in place at the commencement of Stage 2 of the transition.
 - A maximum of five (5) Edmonton dispatchers will be provided with a minimum of four (4) weeks written notice of layoff.
 - Anticipated last day of work: January 31, 2022 or later.
- **Stage 2 of transition – expected completion date March 31, 2022:**
 - For the shift commencing January 17, 2022 the shifts, for lead hands will change to eight (8) hours per day, Monday to Friday. Shifts will be 06:00 – 14:30 hrs, 08:00 – 16:30 hrs and 13:00 – 21:30 hrs.
 - Two (2) night dispatchers will be scheduled on 12 hour **continental shifts:**
 - ✦ 17:00-0500, (3 days on and 4 days off) (4 days on and 3 days off) Sat, Sun and Mon; Fri, Sat, Sun and Mon

LETTER OF UNDERSTANDING # 1 (Continued)

- ★ 17:00-0500 (3 days on and 4 days off) (4 days on and 3 days off) Tues, Wed, and Thurs; Tues, Wed, Thurs, and Fri;
- When Vaughan dispatch team is ready, all remaining dispatchers will be provided with a minimum of four (4) weeks written notice of layoff.
- Anticipated last day of work for all remaining dispatchers: March 31, 2022 or later
- **Stage 3 of transition – expected completion date no sooner than June 30, 2022:**
 - When Vaughan supervisors are updated and ready to assume non-dispatch responsibilities three (3) lead hand employees will be provided with a minimum of four (4) weeks written notice of layoff.
 - Anticipated last day of work: no sooner than end of June 2022

Employees who have outstanding vacation days and/or lieu days may notify the employer, in writing, of their wish to have this money paid to them at any time prior to their last day of employment. Any remaining moneys will be paid to them upon their termination of employment.

It is understood that the written notice of termination provided to employees satisfies the requirements contained in Article 5.8 of this Collective Agreement.

All hours worked outside the employee's regularly scheduled shift for Edmonton dispatchers shall be considered overtime and paid at the established overtime rate of time and one-half (1 ½).

Dedicated client employees will receive a two percent (2%) wage increase effective date of ratification. Any employee remaining on July 1st, 2022 will qualify for any negotiated wage increase as of that date.

Upon receiving a minimum of four (4) weeks written notice of layoff, the employee will be advised that a six (6) week "stay bonus" will be payable to the employee at the end of the notice period if the employee remains until the final day contained in the written notice of layoff. The "stay bonus" is subject to statutory withholdings and the employer will work with employees to structure the payout to ensure eligible tax deductions are identified.

An employee who has received a written notice of layoff and accepts an offer of employment for another position with Canada Drayage Inc will forfeit any portion of the "stay bonus" when commencing the new position within that six (6) week of period of time.

SIGNED THIS 23 DAY OF February, 2022

FOR THE COMPANY:

Canada Drayage Inc.



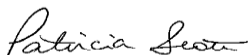
Frank Figliomeni
President – Fastfrate Integrated Logistics



Kersi Jilla
Vice President – CDI/CPR Dedicated Service



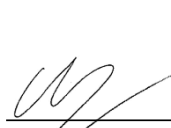
Gerry Chase
General Manager – CDI Prairies



Patricia Scott
Vice President – Human Resources

FOR THE UNION:

General Teamsters, Local Union No. 362



Chance Hrycun
Vice President and Business Agent



Mike Dunphy
Business Agent

LETTER OF UNDERSTANDING # 2

BETWEEN: CANADA DRAYAGE INC.
Calgary & Edmonton, AB (The "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(The "Union")

RE: Rates of Pay for Employees Outside the Schedule

The parties agree that the following employees will be paid outside the normal schedule contained in Appendix A of this Agreement.

Kari Dyer

In March 2020 Ms. Dyer was changed from an hourly paid employee who was paid for overtime hours worked, to a salaried employee whose annual rate of pay included any overtime hours to which she would work as a Dispatch Supervisor. Her annual salary effective January 1, 2021 was \$64,375.

The parties agree that Ms. Dyer's hourly rate of pay of \$33.01 will be red circled and she will not be eligible for any increases to this hourly rate of pay until such time as the top rate of pay for Dispatcher plus Lead Hand premium exceeds \$33.01 per hour.

It is also agreed that Ms. Dyer will not be eligible for any on-call premium identified in Appendix A, Section 6 but will be eligible for overtime pay as provided for therein.

Xiuying (Rachel) Zheng

Ms. Zheng's is Administration Supervisor. Her hourly rate of pay is \$20.61 which exceeds the top rate for the administration classification. She will be red circled and will not be eligible for any increases to this hourly rate of pay until such time as the top rate of pay for the Administration classification exceeds \$20.61 per hour. Ms. Zheng will receive the Lead hand premium for the term of the Agreement.

Kari Marshall

Ms. Marshall is employed in the Compliance classification. Her hourly rate of pay is \$21.78 which exceeds the top rate for the compliance classification. She will be red circled and will not be eligible for an increase to this hourly rate of pay until July 1, 2022 at which time she will be paid \$21.93 per hour.

Emma Sedgwick

Ms. Sedgwick is employed in a hybrid role performing Dispatch, Compliance and Administration responsibilities. It is agreed that her hourly rate of pay will increase from \$19.81 per hour to \$23.00 on date of ratification and she will be entitled to negotiated increases during the term of this Agreement.

Yuan (Wendy) Bai

Ms. Bai is employed as a Dispatcher. Her current hourly rate of pay is \$21.13. Effective date of ratification her rate will increase to \$23.00 per hour and will move to top rate of pay for her classification effective July 1, 2022.

LETTER OF UNDERSTANDING # 2 (Continued)

Qiaochu (Grace) Zhang

Ms. Zhang is employed as Planning & Administration. Her current hourly rate of pay is \$16.90. Effective date of ratification her rate will increase to \$18.25 per hour and will move to top rate of pay for her classification effective July 1, 2022.

SIGNED THIS 23 DAY OF February, 2022

FOR THE COMPANY:

Canada Drayage Inc.



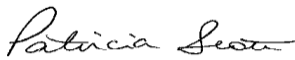
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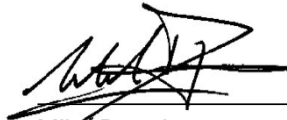
Patricia Scott
Vice President – Human Resources

FOR THE UNION:

General Teamsters, Local Union No. 362



Chance Hrycun
Vice President and Business Agent



Mike Dunphy
Business Agent

LETTER OF UNDERSTANDING #3

BETWEEN: CANADA DRAYAGE INC.
Calgary & Edmonton, AB (The "Company")

AND: GENERAL TEAMSTERS LOCAL UNION NO. 362
(the "Union")

RE: Change of Payroll Processing

The parties have agreed that within thirty (30) days of ratification of this Collective Agreement employees will be transferred from a semi-monthly payroll process to a bi-weekly payroll process. Administration of the bi-weekly payroll requires a one (1) week interval from the time the hours are worked to the day on which the pay is processed.

It is also understood that hourly paid employees accrue vacation time in one calendar year and receive vacation pay for that time in the following year. During the calendar year 2022, employees may, upon providing the employer with three (3) weeks' written notice, receive up to a maximum of one (1) weeks' vacation pay accrual which would have been paid to them during the vacation year commencing in 2023.

Employees who wish to have accrued vacation days and/or lieu time owing to them may be paid this money upon providing the Company with written notification of this request within one (1) week of ratification of this agreement. Any payment not requested will be automatically paid out on the first pay in December 2022.

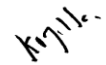
SIGNED THIS 23 DAY OF February, 2022

FOR THE COMPANY:

Canada Drayage Inc.



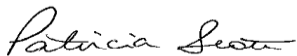
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Gerry Chase
General Manager – CDI Prairies



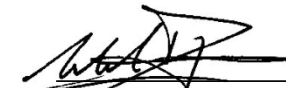
Patricia Scott
Vice President – Human Resources

FOR THE UNION:

General Teamsters, Local Union No. 362



Chance Hrycun
Vice President and Business Agent



Mike Dunphy
Business Agent