

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**FL CARRIERS LTD.**  
Edmonton, Alberta  
(hereinafter referred to as the "Company")  
**OF THE FIRST PART**

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
**OF THE SECOND PART**

**AUGUST 1, 2022 – JULY 31, 2023**

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## **ARTICLE NO. 1 – BARGAINING AGENT**

- a) The Company recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Collective Agreement, of all employees of FL Carriers Ltd., the Province of Alberta classified as Drivers excluding the General Manager, Office and Clerical staff, the Dispatcher, Mechanics, and Wash Bay Attendants as per Canadian Industrial Relations Board Certificate Number 11557-U (the "Certificate").
- b) The term "Employee" as used in this Collective Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Collective Agreement and is a Member of this Bargaining Unit.
- c) Should an additional Category become necessary, or a Job Classification need to be created that is not contained in this Collective Agreement, the Union and the Company shall commence negotiations to amend this Collective Agreement, and add a Letter of Understanding. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Collective Agreement.
- d) All work within the Bargaining Unit shall be performed only by those employees coming within the Bargaining Unit who are Members of the Union, as prescribed herein, or who are eligible to become Members herein, except in the case of training, to maintain required certifications, or in the event of unforeseen emergency circumstances beyond the control of the Company, providing it does not deprive Members of the Bargaining Unit of ongoing work.

## **ARTICLE NO.2 – DURATION OF COLLECTIVE AGREEMENT (TERM TO BE NEGOTIATED)**

- a) This Collective Agreement shall be in full force and effect from and including the Date of Ratification up to and including one year from the date of signing the "Expiration Date", and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the Expiration Date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement, or a new collective agreement.
- b) Should either Party give written notice to the other Party pursuant to Article 2(a), this Collective Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Company shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of this Collective Agreement, or a new collective agreement.
- c) This Collective Agreement shall be deemed to be terminated in its entirety on 23:59 of the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Company.

## **ARTICLE NO. 3 – UNION SECURITY**

- a) The Union recognizes the right of the Company to hire whomever they choose, subject to the seniority provisions contained herein. It is further understood and agreed that where the Company seeks additional staffing, they will advise the Union of such, to allow for the Union to forward potential candidates.
- b) The Union will supply the Company, upon request, with application forms for Union Membership and dues deductions. The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union application for Membership cards prior to commencing work and mail same to the Local Union Office, without delay.

- c) It is agreed that as a condition of employment, each employee shall become, and remain, a Member in good standing of the Union.
- d) For the purpose of this Collective Agreement, the sole definition of Membership in good standing means that each employee must pay in accordance with the provisions of this Collective Agreement, the monthly Union Dues, assessments, and Initiation Fees required to be paid by all Members of the Union, and so indicated on the monthly Check-Off List as provided by the Union to the Company.
- e) Authorized Agents of the Union shall have access to the Facility/ies for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Collective Agreement is being adhered to. Agents of the Union will only enter Company premises with authorization and knowledge of Company representatives and will be accompanied by a Company representative at all times while on the premises. It is further understood and agreed that where the Agent/s are on site and are requested or required to talk to an employee, the Company will allow for a private conversation.

#### **ARTICLE NO. 4 – DEDUCTION OF UNION DUES**

- a) The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union Dues and Initiation Fees and assessments which may be levied in accordance with the Union By-laws, owing by said employees hereunder to the Union. It is understood and agreed that it is the Company's responsibility to deduct and remit dues/fees for every month that an employee works. With that in mind, the Company will bear the onus of paying dues/fees for the month/s in question, at their own expense, should they not deduct and remit as prescribed herein.
- b) The Company shall deduct the monies from the first pay of an employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (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).
- c) Should the schedule of monthly Union Dues and/or Initiation Fees be changed, the Secretary-Treasurer of the Union shall inform the Company in writing sixty (60) calendar days in advance of such change. Such altered schedule shall become part of this Collective Agreement.
- d) The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing Statement showing all monthly dues submitted for each employee along with current address, postal code, and date of hire.
- e) The Monthly Check-off List will reference any;
  - i. new Members to be listed in alphabetical order with current address, postal code, date of hire.
  - ii. terminations or resignations are to be clearly identified with current address, postal code, and date of termination or resignation; and
  - iii. any current address changes to be updated as well as name changes (e.g. marriage).
- f) If an employee works anytime during a month, the Company 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 Office. This shall include Probationary employees.

- g) Upon the first paycheque after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union Check-Off List, before same is mailed to the Union. The Company will deduct the Initiation Fee from the employee within the first ninety (90) calendar days of employment. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month until the Initiation Fee is fully paid.
- h) All employees referred to above, will be required to sign an authorization form for deductions and remittances billed by the Local Union Office.
- i) The Union shall forward all authorization forms to the Company, upon request.
- j) On the date of hire, the Company shall provide a schedule to all employees detailing the pay periods in which Union Dues shall be deducted.

#### **ARTICLE NO. 5 – MANAGEMENT RIGHTS**

- a) Unless expressly limited or addressed by this Collective Agreement, the Company retains the right to manage all aspects of the operation including but not limited to, direct the working force, the operations, hire, promote, demote, discipline and terminate employees for just cause and consistent with this Agreement. It is understood and agreed that where the Company sees it fit to discipline an employee, they will utilize progressive discipline, and further agrees to compound that discipline for "same or similar" incidents/infractions.
- b) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations will not be inconsistent with this Agreement. The Company agrees to provide to the Union, a copy of all Company Policies and Practices. The Company will post notices of changes to policies and procedures at least seven (7) calendar days prior to implementation, and agrees to provide a copy of such to the Business Agent.
- c) The Union recognizes the Company's requirement to utilize Third Parties/Outside Vendors/Owner Operators from time to time. It is understood that non-bargaining unit employees will not be used to replace Union employees, or as a tool to attempt to evade any terms of this Collective Agreement. Further to this, the Company will not use the purchase or sale of equipment as a tool to attempt to evade any terms of this Collective Agreement.

#### **ARTICLE NO. 6 – LEAVES OF ABSENCE**

- a) Unless otherwise specified, employees requesting a leave of absence must submit written request including the start and end dates of the leave, to the Company at least ten (10) calendar days prior to the beginning of the leave. Special consideration will be given for emergency situations where this notice cannot be provided. The Company further agrees that no request for any Leaves of Absences referred to in this Article will be unreasonably denied. Prior to taking any unpaid leave of absence, employees may be required to first exhaust any accrued paid vacation time.
- b) For requested leaves that are longer than five (5) calendar days in duration, said written request will include relevant contact information for the duration of the leave if different than what is on file at the Company.
- c) The Company must reply to said written request within ten (10) calendar days, or it will be deemed granted.

- d) Where specified, leaves require written approval from the Company. The Company shall notify the Union of any approved leaves for longer than thirty (30) calendar days in duration. The Union may deny a leave longer than 30 calendar days with just cause.
- e) Any employee hereunder on an unpaid leave of absence engaged in gainful employment, without prior written permission from both the Company and the Union, shall forfeit their seniority rights and their name will be stricken from the Seniority List, and they shall no longer be considered an employee of the Company.

#### **ARTICLE NO. 6.1 – JOB PROTECTED LEAVES**

- a) Employees are eligible for a variety of Job Protected Leaves as defined in the applicable Federal/Provincial Code on the Date of Ratification plus any additional Job Protected Leaves subsequently added to the Code/s. Employees may be asked to provide proof of eligibility for the requested Job Protected Leave, and such proof will be furnished to the Company upon request, provided that the Company reimburse the employee for any costs associated with this request. Employees on a Leave of Absence will maintain and continue to accrue seniority. Special consideration will also be given for Members of the military reserve to take unpaid leave related to their military service.

#### **ARTICLE NO. 6.2 – PAID BEREAVEMENT LEAVE**

- a) An employee is entitled to a reasonable amount of time for grieving the loss of an immediate or extended family member. Immediate or extended family member is defined as spouse (including common-law and same-sex), parent, foster parent, step-parent, brother, step-brother, sister, nieces and nephews, aunts and uncles, step-sister, brother-in-law, sister-in-law, child, foster child, step-child, grandchild, grandparent, father-in-law and mother-in-law, or any relative of the employee who resides permanently with the employee, or with whom the employee permanently resides, a person under the guardianship or care of the employee or the employee's spouse or common-law partner, a person who is entirely or substantially dependant on the employee or the employee's spouse or common-law partner for ongoing care and attention. The Company will provide a reasonable leave of absence to grieve, and/or attend a funeral, and/or take care of matters relating to the death. The Company further agrees to provide the employee with three (3) days of pay for such leave. The Company further agrees that it will not deny any employee a reasonable amount of time for grieving the loss of anyone not included as immediate or extended family, as above, but the Parties agree that no bereavement pay will be paid under these circumstances.
- b) An employee must give the Company notice as soon as is reasonable before taking their bereavement leave.
- c) In the event an employee is notified of a death while working, they will be relieved from duty and paid for the balance of their shift. This portion of paid leave shall be in addition to the entitlements above.

#### **ARTICLE NO. 6.3 – COMPASSIONATE CARE LEAVE**

- a) An employee requesting unpaid compassionate care leave will be given special consideration, and may be required to substantiate the reason for such leave prior to returning to work. Any violation of this provision will be subject to disciplinary action.

#### **ARTICLE NO. 6.4 – JURY DUTY LEAVE**

- a) Employees will be provided job-protected leave in the event that an employee is subpoenaed for jury duty, or as a witness. The Company further agrees to top up an employee's wages to eight (8) hours per day, to a maximum of thirty (30) calendar days.

- b) Once an employee is released from jury duty or as a witness, they will be returned to the Job Classification and pay rate they were on, prior to such duty. The employee must be returned to their regular assignment that they were on prior to being summoned or subpoenaed, either during a break in the Court proceeding, or on the completion thereof. No employee's work or shift will be changed to avoid payment as set out above.
- c) In the event an employee is subpoenaed to attend Court on behalf of the Company, the Company will pay for travel to and from, plus the time spent in Court at the employee's Straight Time rate of pay, and any associated costs.

**ARTICLE NO. 6.5 – UNION BUSINESS LEAVE**

- a) The Company shall allow time off work, without pay, to employees serving as Union delegates to related training, conferences or functions, provided all requests for time off are submitted in writing by the Local Union Office with as much advance notice as possible, or as soon as reasonably practicable. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- b) An employee or employees participating in the Bargaining Committee for Collective Bargaining will be paid by the Company, their scheduled hours of work at their regular rate of pay for all days. Members of the Bargaining Committee will not be required to report to work on days spent in the process of Collective Bargaining.

**ARTICLE NO. 6.6 – ABSENTEEISM**

An employee's absence will be considered excused if covered by one of the leaves defined above.

**ARTICLE NO. 6.7 – ABANDONMENT OF POSITION**

Any employee who fails to report for work and does not notify the Company within three (3) shifts, and who cannot give an acceptable reason for their absence, will be considered as having abandoned their position and may be disciplined up to and including termination.

**ARTICLE NO. 7 – SHOP STEWARDS**

- a) The Union will appoint or elect Shop Stewards from employees who have completed their Probationary Period and will notify the Company in writing of the appointment or election. The Company will only recognize such Shop Stewards when notified in writing by the Union, and will not discriminate against them for lawful Union activity.
- b) The Company will utilize Shop Stewards as the Union Representative for discipline meetings, during the Grievance Procedure, and for any meeting or conversation between an employee and the Company in which discipline could result. A failure of this clause shall constitute all discipline resulting from said meeting, null and void. In the absence of a Shop Steward, the Company is required to allow the employee the choice of either a Business Agent of the affected local Union (if available), or another Member of the Union of that Member's choice. Should any employee refuse representation, the Company will request the affected employee to sign a form stating their refusal for representation.
- c) The Union will advise the Company, in writing, a list of the employees acting as Shop Stewards, when requested.
- d) Shop Stewards will suffer no loss of pay when processing Grievances under the Grievance Procedure, or while acting in any of the duties of Shop Steward. Shop Steward representation will be capped at one representative per grievance.



- e) The Company will notify the Local Union Office, at least twenty-four (24) hours or as soon as reasonable possible prior to the discipline or dismissal of any Shop Steward unless severity of violation or negligence warrants immediate removal from the Company.

#### **ARTICLE NO. 8 – UNIFORMS AND MISCELLANEOUS**

- a) It is agreed by all parties that all Personal Protective Equipment requirements shall be consistent with the rules and regulations of the Alberta Workers' Compensation Board ("WCB"). In addition to this, the Company agrees to supply each employee with a Safety Footwear/Clothing Allowance of seven hundred and twenty-five dollars (\$725.00) one (1) time per year. It is understood that the allowance will be for Safety Footwear, Safety Clothing (coveralls, gloves, etc.), and to offset Drivers for their medical exams to obtain their Class 1 licence. Due to this clause, every employee is expected to wear all required Personal Protective Equipment, when required by the Company or its customer.

Upon ratification or within three (3) weeks, the Company will pay five hundred dollars (\$500.00) towards this safety allowance, and effective January 1, 2022 and every year thereafter, the Company will pay seven hundred and twenty-five dollars (\$725.00).

For new employees, the Company may hold back this Safety Clothing Allowance until the end of their probation. It is further understood and agreed that the Company may pro-rate this entitlement for a new employee, based on their hire date, as it relates to the payment date of January 1.

- b) Where the Company operates a facility, it is agreed that they will provide a clean and adequate space for breaks, with a three (3) foot by three (3) foot bulletin board provided by the Company for the Union to post notices to the employees.

In addition to the above, the Company agrees to continue the practice of allowing employees to park their personal vehicles, as practiced prior to this Agreement, where reasonable.

#### **ARTICLE NO. 9 – CONFLICTING AGREEMENT**

- a) The Company agrees not to enter into any verbal or written agreement or contract with the employees covered by this Collective Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Collective Agreement or any statute of the Province of Alberta, or the country of Canada. Any such agreement will be null and void.

#### **ARTICLE NO. 10 – TRANSFER OF TITLE OR INTEREST**

- a) This Collective Agreement will be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation will continue to be subject to the terms and conditions of this Collective Agreement for the life thereof.
- b) It is understood by this Article that the Parties here to will not use any leasing device to a third party to evade this Collective Agreement. The Company will give notice of the existence of this Collective Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Collective Agreement or any part thereof. Such notice will be in writing, with copy to the Local Union Office, not later than the effective date of sale.

## ARTICLE NO. 11 – GRIEVANCE PROCEDURE

- a) All differences arising with respect to the interpretation, application or operation of this Collective Agreement, or a contravention or alleged contravention of this Collective Agreement, collectively referred to herein as a "Grievance", will be settled within the terms and conditions as set forth in this Collective Agreement in the manner provided by this Article, unless otherwise expressly provided in this Collective Agreement. It is further understood and agreed that an employee wishing to initiate a grievance, will attempt to do so while they are not on working hours, where possible. The procedure for settlement will be as follows:
- b) **STEP 1:** Any Grievance initiated by an employee must first be made in writing by the employee with reference to the disputed Article of this Collective Agreement and must be initiated within thirty (30) calendar days of the knowledge of the event giving rise to the difference.
- c) After receipt of the written Grievance, the employee and/or an available Shop Steward of the employee's choice, and an appropriate representative of the Company will endeavour to resolve the Grievance within seven (7) calendar days.
- d) **STEP 2:** Failing settlement under Step 1, the Grievance will be taken up between an appropriate representative of the Company and a Local Union Representative and a Shop Steward of the Union's choosing if the Union so chooses to include a Shop Steward.
- e) **STEP 3:** Failing settlement under Step 2, the Grievance may be referred to and taken up between two (2) Local Union Representatives, with a maximum of one (1) Shop Steward, selected by the Union and two (2) Company representatives.
- f) **STEP 4:** Failing settlement under Step 3, the Company and the Union may, if mutually agreed, request that the Grievance be referred to a Grievance Panel
- g) The Grievance Panel shall meet to hear and determine the Grievance, and render a decision after hearing the matter brought before it.
- h) The majority decision of the Grievance Panel on the disposition of a Grievance will be final and binding upon all Parties, and will have the same effect as a decision rendered by an Arbitrator but will not be used as precedent. The cost of the Grievance Panel will be borne equally by the Union and the Company.
- i) **STEP 5:** Failing settlement under Step 3 or Step 4, the matter may be referred to an Arbitrator who will meet with the Parties to the Grievance to hear both sides of the Grievance.
- j) The Arbitrator shall be requested to hand down a decision as soon as reasonable, following completion of the hearing. The decision will be final and binding on all Parties to the Grievance.
- k) The cost of the Arbitrator will be borne equally by the Union and the Company.
- l) Grievances under this Article may be initiated by any employee, a group of employees, the Union, or the Company. In the event the Company initiates a Grievance, the steps laid out above shall apply, but in the corresponding perspective.
- m) It is agreed that any grievance proceedings between the Union and the Company will only be settled between a Company Official and a Union Official, or an Arbitrator or similar, as appointed by the Board. The Grievor may be included in any of the Steps indicated above. The intent of the Parties is not to include any outside groups or individuals not associated with the grievance to participate in these proceedings, except as required by the Code or the Laws of Alberta or Canada.

## **ARTICLE NO. 12 - DISCIPLINE**

- a) When an employee is suspended by the Company because of an investigation, the Company may do so for a maximum of five (5) working days until such time as the Company makes a decision as to the appropriate discipline. The Company may request from the Union, additional time to conduct or conclude their investigation. Such request will not be unreasonably withheld. If it is decided by the Company that a suspension should result, the Company will notify the employee and Union at the conclusion of the investigation. It is further agreed that upon notification of a grievance on the matter, any discipline or suspension will be postponed until the Grievance Procedure has been exhausted. In order for an employee or group of employees to postpone a suspension using this clause, such employee (or Steward on behalf of the employee) will indicate their intent to file a grievance within two (2) workdays, or as soon as possible, where reasonable.
- b) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the employee is entitled to have their choice of an available Shop Steward, Representative of the Union, or another Member of their own choice in attendance. The employee and the Union Representative will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the employee will be given the opportunity to provide a full explanation as part of the investigation hearing.
- c) Discipline older than two (2) years will be removed from every employee's file and will not be relied upon in future discipline.
- d) An employee will receive a copy of any disciplinary record placed on their Personnel File, including reprimands, with a copy to the Local Union Office. Upon request, employees will be permitted to review their Personnel File.
- e) The Parties embrace the principles of progressive discipline, and the Company agrees to add additional steps where warranted. Disagreement between the Parties shall be settled per the Grievance Procedure.
- f) Incidents of theft, illegal activity, substance abuse, or other serious infractions of Company Policy may result in immediate termination.
- g) As professional drivers, the use of cell phone while driving is strictly prohibited and will be subject to the above disciplinary action. The use of hands-free devices, headsets, or other alternatives may be used subject to applicable law.

## **ARTICLE NO. 13 – PAYDAY AND PAY STATEMENTS**

- a) Payday shall be each second Friday. Should a change be required, the Company shall inform the Secretary- Treasurer or Bargaining Agent in writing sixty (60) calendar days in advance of such change.
- b) The Company will provide every employee covered by this Collective Agreement with an itemized statement in respect of all wage payments made to such employee and all deductions made from the gross amount of wages. Such payment details will be available to any employee in a separate and printable statement.
- c) Payment of wages will be made by direct deposit.

**ARTICLE NO. 14 – ANNUAL VACATIONS**

- a) The vacation year shall be the calendar year be from January 1 to December 31.
- b) Employees shall accrue vacation pay and vacation time-off entitlements based on the number of continuous years of service with the Company.
- c) Vacation pay is earned during the year prior to the year of vacation entitlement.

| <b>Continuous Yrs. of Service</b> | <b>Vacation Time</b> | <b>Vacation Pay</b>   |
|-----------------------------------|----------------------|---|
| Less than one (1) year            | N/A                  | 4% of annual gross earning of the year in which it was earned   |
| One (1) year                      | Two (2) weeks        | 4% of annual gross earnings of the year in which it was earned  |
| Five (5) years                    | Three (3) weeks      | 6% of annual gross earnings of the year in which it was earned  |
| Ten (10) years                    | Four (4) weeks       | 8% of annual gross earnings of the year in which it was earned  |
| Fifteen (15) years                | Five (5) weeks       | 10% of annual gross earnings of the year in which it was earned |
| Twenty (20) years                 | Five (5) weeks       | 11% of annual gross earnings of the year in which it was earned |

- d) Vacation pay will accrue every pay period.
- e) The Company will pay vacation pay through pay roll deposit on the regular payday as if the employee had worked. Alternatively, the employee may request vacation pay be paid on the regular payday immediately preceding the commencement of the vacation, with at least two (2) weeks written notice to the Company prior to such payday.
- f) Employees will be required to use a minimum of two (2) weeks of entitled vacation each calendar year. Unused vacation entitlements will be paid out twice each year on the last pay period in June and the last pay period in December.
- g) The maximum number of employees permitted on vacation at any given time will be ten (10%) of the group for vacation purposes, rounded up to the nearest whole number.
- h) A vacation list will be created by the Company and will be posted on the first day of November for the upcoming vacation calendar year. Employees will designate their choice of vacation, in order of seniority, by the Bid Deadline that shall be the first day of December of the same year.
- i) In the event an employee fails to designate their choice of vacation by the Bid Deadline, vacation time for said employee may be allocated at the discretion of the Company. The Company will post the completed vacation schedule by December 31<sup>st</sup> and it will remain posted for the entire vacation year.

- j) Employees, at their option, have the right to split their vacation into separate periods consisting of a minimum of one (1) week at a time, but it is agreed that full week requests will be granted prior to partial weeks.
- k) Employees who have three (3) weeks or more of vacation entitlement, may use up to one (1) week of vacation in single day increments after the final vacation schedule has been posted. Approval of single vacation days are at the discretion of the Company.
- l) Employees will have the ability to cancel their vacation choice after the close of the bidding period, with a written request at least seven (7) calendar days in advance of the scheduled vacation week. The re-schedule of the cancelled vacation choice must be requested in writing at least fourteen (14) calendar days in advance of the requested vacation week. Changes to holidays after December 31<sup>st</sup> when the vacation schedule is posted will be done completely at the Company's discretion.
- m) The Company will do its utmost to co-operate with any employee's vacation requirements in extenuating circumstances. If issues of overlap arise, they will be identified at the time of booking vacation.
- n) Vacation weeks that become available for whatever reason after the bids close, will be posted for employee selection, and will be awarded in seniority order to employees who have a written vacation change request on file with the Company at the time said weeks become available.
- o) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation week will be considered seven consecutive (7) calendar days according to the employees work schedule.
- p) If an employee books vacation on a General Holiday, the employee will be paid for the General Holiday per Article No. 5. The vacation day will remain available to the employee for future use.

**ARTICLE NO. 15 – GENERAL HOLIDAYS**

- a) The following and all additional days as may be declared by the Federal and/or Provincial Governments will be recognized as General Holidays:

|                              |                  |
|------------------------------|------------------|
| New Year's Day               | Labour Day       |
| Truth and Reconciliation Day | Thanksgiving Day |
| Good Friday                  | Remembrance Day  |
| Victoria Day                 | Christmas Day    |
| Canada Day                   | Boxing Day       |

- b) Statutory Holiday Pay will be paid out to each employee as per Federal regulations, at 1/20 of the wages earned during the four (4) complete weeks of pay before the week of the holiday.
- c) In addition to the above pay, employees working on any General Holiday shall be compensated for their shift at time and one half (1.5x) their straight time rate. It is further understood that any employee who is not at home for the Statutory Holiday, through no choice of their own, will be compensated as above.
- d) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria will be that all hours actually worked on the General Holiday, between 00:00 and 23:59, will be considered as worked on a General Holiday for each individual employee.
- e) In the event that Provincial or Federal Government creates a new Statutory Holiday, such will be added to the list above, and paid for in the same fashion. Further to this, the Company reserves the right to remove one of the non-statutory days, should a Statutory Holiday be added, as above.

In the event that the Federal or Provincial Government eliminates any one or more of the above Statutory Holidays, the day/s will revert back to a regular working day, and the rates will be at the applicable rate of pay.

- f) Drivers shall not be paid for a holiday if 1) the employee has been employed less than thirty (30) days prior to such holiday, 2) the employee missed their regularly scheduled shift before or after the holiday, or 3) they are on a leave of absence.

#### **ARTICLE NO. 16 – SENIORITY AND PROMOTIONS**

- a) For the purpose of this Collective Agreement, the Company will recognize the existing seniority of each employee for the purposes of job/run bidding (where distance and location are equal), reduction and restoration of Employment (Lay-off and recall), and vacation entitlement selection, and any other items associated with seniority.

At the completion of any load, an employee may request if there are additional hours or short trips to complete or fill out their day. All additional trips/hours will be distributed using the principal of seniority.

- b) The Parties recognize there are three (3) main Home Locations. When a position/run becomes available, the Company will post the position/run for seven (7) calendar days, including all information about the work for the Membership's selection, seniority being the determining factor. It is understood that employees who sign up for that piece of work, may be required to relocate within a reasonable amount of time. Where a new Home Location is identified, the Parties will meet as soon as possible or within two (2) weeks, to discuss and mutually agree to the terms and conditions. The three (3) main Home Locations are: Edmonton Calgary Lethbridge
- c) Seniority shall be based from the first day on payroll with the Company, within this Bargaining Unit.
- d) After the first Collective Bargaining Agreement and subsequent Date of Ratification in 2022, current employees who share the same start date will be given the opportunity to agree to their seniority position. Should no agreement happen, the decision will be made by random draw, which will be completed with the Business Agent, Shop Steward and a Company official. This will be a one-time decision and will be final and binding.
- e) The Company shall provide the Union with a separate Seniority List for Full-Time employees and Part-Time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this Collective Agreement and each three (3) months after that, and shall also post a copy of the Seniority List at the Facility. The Company shall add any new employees and delete those whose employment is terminated.
- f) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the Seniority Lists in which their name first appears.
- g) Due to the nature of the Company's business, new employees will be required to serve a Probationary Period during which time the Company will have the right to determine the suitability of the employee for continued employment. The Probationary Period will continue for up to ninety (90) calendar days. It is understood and agreed that no employee will be requested or required to serve more than one Probation Period.
- h) Part-time seniority shall not be credited towards full-time seniority.

- i) Any employee promoted to any position outside the Bargaining Unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to their former position without loss of seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion. At the end of this one hundred and eighty (180) day period, such employee must exercise their seniority right to return to the Bargaining Unit, or relinquish such seniority rights.
- j) The Company will continue deducting and remitting Dues to the Local Union Office on behalf of the employee during this period.
- k) Any employee who utilises this Article to return to the Bargaining Unit, for whatever reason, will be restricted from applying for a position outside the Bargaining Unit for a period of one year (1).
- l) Promotion to a Team Leader, Lead Hand, or any other similar position within the Bargaining Unit—should such a position become available—will be filled on the basis of seniority, qualification, and merit.

**ARTICLE NO. 17 – HOURS OF WORK AND OVERTIME**

- a) Overtime will be calculated as time and one half (1.5x) the regular hourly rate of pay, for any hours in excess of sixty (60) hours in any week. During a week in which a Statutory Holiday is present and paid, overtime will be paid in hours in excess of fifty (50) hours per week, as per Federal Employment Standards.
- b) A minimum total of thirty (30) minutes of paid breaks will be allowed each day in fifteen (15) minute increments. One in the first half of the shift, and the other in the latter part of the shift.
- c) In addition to the above, one half (1/2) hour unpaid meal break will be allowed each day on all shifts.
- d) Any employee, who reports to work on a scheduled work day, and does not commence their shift for reasons outside of the employee's control, shall be paid two (2) hours pay at the applicable rate. Any employee who reports to work on a scheduled work day to commence their run, will be guaranteed a minimum of five (5) hours work or pay.
- e) Overtime will be paid by the minute.
- f) If additional labour requirements cannot be met voluntarily, employees may be required to work overtime, and such overtime shall be scheduled by the Company as required. The Company will offer that work to all available employees on a voluntary basis first, from the top of the seniority list down, and mandatorily from the bottom up. The Company agrees to pay these hours at the appropriate overtime rate.
- g) Overtime shall first be offered to the employee(s) operating the particular equipment during the shift preceding the overtime requirement. If said employee(s) choose to pass on the overtime opportunity, the Company will continue to offer it in on the basis of seniority, provided the employee(s) are capable of the work. If employee(s) pass on the overtime opportunity, or the number of employees is insufficient to the requirement, the Company will select employees by way of reverse seniority, provided the employee(s) are capable of the work.
- h) No employees time card will be adjusted without knowledge of the affected employee.

#### **ARTICLE NO. 18 – PART-TIME EMPLOYEES**

- a) The parties recognize that Part-time employees are currently not employed by the Company. The parties further agree that should the use of Part-time employees become necessary, they will meet in a timely fashion to negotiate all terms and conditions surrounding that. Should the parties fail to come to understanding within an appropriate timeframe, the parties will endeavour to utilize a third party (Federal Conciliation or Mediation) to settle the dispute.

#### **ARTICLE NO. 19 - HEALTH AND WELFARE PLAN**

- a) Effective August 1, 2022, the Company will provide the Prairie Teamsters Health and Welfare Plan to all current employees or Members of the Union and eligible dependents coming under the jurisdiction of Local Union No. 362.
- b) All current Members of the Union who are employed by the Company after the ratification date, shall join the Plan immediately, so as the Member is not without benefits for any month.
- c) Newly hired employees after the date of ratification, shall qualify for Health and Welfare benefits at the completion of their ninety (90) day probationary period.
- d) It shall be the Union's responsibility to supply all necessary enrolment forms to the Company, upon request.
- e) The cost of the Prairie Teamsters Health and Welfare Plan shall be borne by the Company with the exception of Short Term and Long Term Disability premiums which will be paid by the employee. (As of August 1<sup>st</sup> 2022 the STD and LTD premiums paid by the employee amount to \$102.64 but will increase by a small amount each year). 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 the applicable carriers.
- f) It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf, and on the due date, that being the tenth (10<sup>th</sup>) day of each month and will forward all enrolment and claim forms completed by employees.

#### **ARTICLE NO. 20 – RRSP / PENSION PLAN**

- a) Every pay cycle, the Company will contribute four percent (4%) to the individual employee RRSP fund. RRSP funds can be withdrawn with authorization of a Company representative; however, these funds can only be withdrawn in January of each calendar year. RRSP funds outside this timeframe cannot be withdrawn and will not be authorized. Company contributions will be made bi-weekly in correspondence with payroll. Employees may also voluntarily contribute to this RRSP. \*See also Letter of Understanding #1\*.

#### **ARTICLE NO. 21 – WAGE RATES**

- a) All wage rates will be compensated on an hourly rate of pay for each hour spent working, inclusive of highway driving, city driving, loading, unloading, and any other working hours. Employees will receive thirty two dollars (\$32.00) per hour for all working hours and will be eligible for overtime pay as outline in Article No. 17. New employees hired after August 1<sup>st</sup> 2022 will receive a reduced rate of twenty-nine dollars and fifty cents (\$29.50) per hour for all working hours during their probation period and will be eligible for overtime pay as outline in Article No. 17. At the completion of their probation period their rate will increase to thirty two dollars (\$32.00) per hour.
- b) Effective August 1<sup>st</sup>, 2022, the rate of pay shall increase to thirty two dollars (\$32.00) per hour.



#### **ARTICLE NO. 22 – SEPARATION OF EMPLOYMENT**

- a) If an employee is terminated, discharged, or resigns, the employee shall receive their final paycheque including all monies owing to them, within five (5) calendar days.
- b) Should the Company decide that it will not continue to operate in this jurisdiction, the Parties agree that they will meet and discuss the orderly and efficient payout of severance package, that are at least equal to minimum standards and applicable law.

#### **ARTICLE NO. 23 – EXTRA SKILLS OR REQUIREMENTS**

- a) When the Company requests or requires any employee to take any courses, online training, first aid training, or a course/certification of any other type, the actual time spent taking such course shall be deemed to be work time, and shall be paid at the straight time rate of pay, regardless of hours worked on the day or during the week. In addition to the above, where mandatory meetings, training, certification are called by the Company, such time will be considered work time, and paid for as outlined above.

#### **ARTICLE NO. 24 – SAVING CLAUSE**

- a) If any Articles of this Collective 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 Collective 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. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in the Grievance Procedure herein.

#### **ARTICLE NO. 25 – STRIKES AND PICKET LINES**

- a) There shall be no strikes, work stoppages, job action or lockouts, or intimidation under this Collective Agreement, excepting those strikes as provided under the Alberta Labour Relations Code or Federal Code. All disputes and Grievances of either Party shall be settled as quickly as possible under the Grievance Procedures.
- b) In the event of a strike, by a labour group other than those covered by this Collective Agreement, involving the Company's property or operations, the employees will remain on the job in accordance with their obligations under the Alberta Labour Relations Code or Federal Code, unless to do so would endanger the life of the employee.

#### **ARTICLE NO. 26 – HEALTH AND SAFETY**

- a) The Company and the Union recognize the rights of employees to work in an environment of mutual respect, free from discrimination, harassment and violence. The Company is committed to providing a workplace that supports the dignity, self-esteem and contribution of all employees.
- b) The Company agrees to participate in the promotion of mental health awareness of employees in the workplace.

- c) The Company and the Union recognize the benefits derived from adherence to the appropriate Provincial and Federal Occupational Health and Safety regulations, policies, practices and procedures, all of which promote and maintain a safe and healthy workplace. Through the policies and procedures, the Company will make reasonable provisions for the health and safety of the employees during the hours they are actively at work.
- d) A Health and Safety Committee shall be maintained by the Company.
- e) The Company will be responsible to print and post Health and Safety Committee meeting minutes with a copy forwarded to the Local Union Office.
- f) The Company reserves the right to post and select employees within the Bargaining Unit to train as first aid attendants, to satisfy required numbers and level of coverage specified in Provincial and/or Federal Legislation. Selection shall be based upon merit and ability, and where possible, the senior Union employee will be selected.

**ARTICLE NO. 27 – LAYOFF AND RECALL**

- a) In the event it becomes necessary for the Company to reduce the number of employees, the following procedures will apply.
- b) The Company shall first notify the Union of its intent to reduce the number of employees with as much notice as possible prior to implementing the measures outlined below and will meet with the Local Union to discuss possible mitigation of the surplus.
- c) The Company will then post a notice to all employees, stating the expected number of Lay-Offs and projected time-frame. Employees wishing to take the place of a junior employee being laid off (be it partial or otherwise) will be required to sign a document with the Company and Union acknowledging all related terms of the Lay-Off. It is understood and agreed that employees wishing to accept this Voluntary Lay-Off will not be entitled to Employment Insurance (EI) benefits for the time they have accepted it.
- d) Affected Full-Time employees and Part-Time employees shall receive at least fourteen (14) calendar days' written notice of any layoff.
- e) Escalating steps to reduce the number of employees shall be as follows:
  1. posting from Company about potential Lay-Off coming up, and when;
  2. an invitation to alter vacation schedules will be extended (unpaid vacation offered);
  3. voluntary lay-off offered to most senior employees in order of seniority;
  4. Part-Time employee hours will be reduced;
  5. Part-Time employees will be laid off in reverse order of seniority;
  6. Full-Time employees will be laid off in reverse order of seniority;
- f) Employees laid off will remain on the Seniority List and eligible for recall for a period of sixteen (16) months following the date of layoff. If after sixteen (16) months the employee has not been recalled, their name will be permanently removed from the Seniority List and "in lieu of notice pay" will be issued.
- g) The employee is responsible to ensure the Company is kept notified of any change of contact information during layoff.
- h) Recall of employees from lay off shall be in reverse order of the above fashion.

- i) A Notice of Recall by the Company may first be issued and confirmed by personal contact to the employee and if not confirmed by personal contact with the employee then by Registered Mail to the address last filed by the employee with the Company. At this time the Company will also notify the Business Agent of the recall, and lack of response to the request.
- j) An employee must respond to a Notice of Recall, once received, within ten (10) business days and must be available to report for work no later than fourteen (14) calendar days following notification. This time frame may be extended in cases that warrant such extension, provided all Parties have received such request.
- k) If an employee fails to respond to the received Notice of Recall within ten (10) business days, the employee shall be deemed to have resigned and will be removed from the Seniority List.
- l) The Company will copy the Union on the status of all employees regarding layoff and recall via email and on the monthly Check-Off List.

#### **ARTICLE NO. 28 - MISCELLANEOUS**

- a) **Wait Time:**  
Wait time shall be paid for all time spent waiting to load or unload, waiting for equipment to be repaired, road delays, and the like, and will be included as hours worked in the overtime pay calculations.
- b) **Training Pay:**  
Drivers who carry out additional and various duties of training of personnel will be compensated an additional three dollars (\$3.00) per hour while actively training other persons.
- c) It is mutually agreed that the pay rates and classifications set forth in this section shall form part of this Agreement throughout the whole of its term. Rates will be paid at no less than shown herein and shall thereby be considered minimum rates of pay.
- d) If a difference arises between the Company and any employee concerning the allocation of work, the Shop Steward will contact the Company within fifteen (15) calendar days to arrange a meeting with senior management to investigate the employee's concern. The investigation will include reviewing all relevant documentation.
- e) In printing the cheque stub, the Company agrees to highlight all changes with the appropriate column so as to signify that the driver's claim has been adjusted. If an error occurs in the payroll computation of an employee's paycheque, and the amount is equivalent to one hundred dollars (\$100.00) or more, the employee shall be entitled upon request to receive the amount (minus applicable deductions) within the next business day.
- f) Employees using their own cell phone for Company requested business shall be provided a cell phone allowance of fifty dollars (\$50) per month or be provided a Company provided cell phone for business use.
- g) Where sleeping accommodations are required or requested by an employee, the Company agrees to reimburse a portion of the cost of that accommodation to each employee on their next pay cycle. Such reimbursement will be up to one hundred dollars (\$100.00) in Canada, and one hundred and twenty-five dollars (\$125.00) in USA. As per past practice, it is understood and agreed that where a mechanical breakdown, or any other event that causes such employee to require a hotel room or sleeping accommodations, the Company will book and pay for the accommodations, (or in rare circumstances, the employee will book and pay for), and the Company will reimburse the employee for the full cost, upon receipt.

**ARTICLE NO. 29 – TECHNOLOGY AND “DRIVE CAMS”**

The Company may employ technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transportation industry, in order to help ensure the safety of the employees and general public, in compliance with all Federal, Provincial and local rules and regulations.

Any recording resulting from such technology may be used as an investigative tool in response to events such as confirmed written complaints, collisions or accidents. Union representatives shall be provided with joint access to review original recordings, which shall be provided prior to any meeting held with an employee at which discipline is being imposed.

**ARTICLE NO. 30 – AMENDMENTS AND TERMINATIONS**

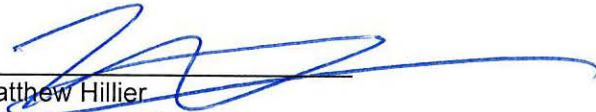
This Agreement shall remain in full force and effect from August 1<sup>st</sup> 2022 and continue in effect until July 31<sup>st</sup> 2023, and from year to year thereafter, except as hereinafter provided. If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing such amendments shall give notice in writing to the other Party, not less than sixty (60) days, and not more than one hundred and twenty (120) days immediately prior to the expiry date of this Agreement.


SIGNED THIS 29 DAY OF August, 2022

**ON BEHALF OF THE COMPANY:**  
FL Carriers Ltd.

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

  
\_\_\_\_\_  
Brian Hill  
HR Manager

  
\_\_\_\_\_  
Matthew Hillier  
Business Agent

  
\_\_\_\_\_  
Shaun Quaghebeur  
Business Agent

LETTER OF UNDERSTANDING #1

**BETWEEN: FL CARRIERS LTD.**  
(hereinafter referred to as the "Company")

**AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")

**RE: RRSP - Employees over the age of 71**

All employees who are 71 years of age or older, will have RRSP contributions paid on their behalf only until December 31 in the year they turn 71. Effective January 1<sup>st</sup> of the year following the year an employee turns 71, all RRSP contributions, as outlined in Article 20, will be directed to the employee's GSP (General Savings Plan), keeping with the current practice. These contributions will be treated as earnings and will therefore be subject to statutory payroll taxes and deductions.

Employees can make arrangements with the Company regarding their ongoing access to these funds, per past practice and per Article 20.

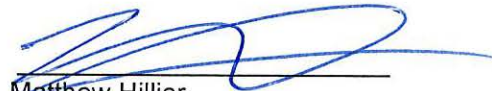
This Letter of Understanding expires one year from the date of signing below, or with one (1) weeks written notice by either party.

SIGNED THIS 29 DAY OF August, 2022

**ON BEHALF OF THE COMPANY:**  
FL Carriers Ltd.

  
\_\_\_\_\_  
Brian Hill  
HR Manager

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

  
\_\_\_\_\_  
Matthew Hillier  
Business Agent

  
\_\_\_\_\_  
Shaun Quaghebeur  
Business Agent