

AGREEMENT

BETWEEN:

KLEYSEN GROUP LTD.
Winnipeg, Manitoba
(hereinafter referred to as "The Company"),

OF THE FIRST PART,

-and-

WESTERN CANADA COUNCIL OF TEAMSTERS

Affiliated with the
International Brotherhood of Teamsters,
and Teamsters Canada
(hereinafter referred to as "The Union"),

OF THE SECOND PART.

NOVEMBER 1ST, 2021 TO OCTOBER 31, 2024

Date Ratified: November 13, 2021

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Witnesseth that the parties hereto and the employees covered by this Agreement agree as hereinafter follows:

ARTICLE 1 - PURPOSE

- 1.01 The mutual interest of employer and employees is recognized by this Agreement for the operation of Company properties under methods that will promote to the fullest extent, safety to the employee, economy of operation, quality and quantity of output and the protection of property; and it is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively for the advancement of these conditions.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit set forth in the Certification Order issued by the Canada Labour Relations Board on the 8th day of January, 1976.
- 2.02 This Agreement applies exclusively to the employees in the bargaining unit comprising of all truck drivers employed by Kleysen Group Ltd, excluding owner operators, drivers for owner operators, yardmen who may move trucks within the company yard and excluding truck drivers working in and out of Esterhazy, Saskatchewan, who are covered under a certificate granted to Local 9-892 Oil, Chemical and Atomic Workers and excluding all other employees of the Company.
- 2.03 Supervisory personnel shall not perform work regularly performed by employees in the bargaining unit except under the following circumstances:
- a) For testing or inspecting equipment.
 - b) For instruction or training.
 - c) In experimentation with respect to the performance of equipment.
 - d) In cases of emergency affecting the safety of employees, damage to equipment or adversely affecting operations for such time as is necessary to overcome the emergency.

ARTICLE 3 - RESPONSIBILITIES OF PARTIES

- 3.01 The Union, its officers and representatives at all levels and all employees are bound to observe the provisions of this Agreement. The Company, its officials and representatives at all levels, are bound to observe the provisions of this Agreement.
- 3.02 All notification required to be given with respect to this Agreement, unless otherwise specified therein, shall be given to the Company at their specified local office in Winnipeg, Manitoba.

ARTICLE 4 - RESERVATION(S) OF MANAGEMENT FUNCTION

- 4.01 It is the exclusive right of the Company to operate and manage the affairs in which it is engaged and to direct its working forces. These rights shall not in any way be abridged except by specific restriction as set forth in this Agreement.
- 4.02 Such rights, without limiting the foregoing, include, but are not limited to; the right to hire, determine the job qualifications of employees, classify, promote, demote, transfer, lay off, recall, test; to discipline, suspend or discharge for just cause, to determine the number of employees to perform the work; to control and regulate the use of all equipment and to schedule the work; to contract and sub-contract work, to determine the equipment, trucks, tools, machinery and products to be used; to determine the utilization of all equipment, trucks, machinery, tools and products; to determine or establish new or improved operating methods, equipment or facilities, including technological changes; to make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees except as expressly specifically limited by the terms of this Agreement. The Company shall endeavour to employ all KGL Company employees and owner-operators prior to sub-contracting additional work.
- 4.03 The foregoing enumeration of Management's rights shall not be deemed to exclude other rights of Management not specifically set forth. The Company therefore retains all rights not otherwise specifically covered by this Agreement irrespective of whether the same have been hereto exercised.

ARTICLE 5 - OTHER UNION CONTROVERSY

- 5.01 During the life of this Agreement, there shall be no lock-out by the Company or any strike, sit-down, slow-down, work stoppage, or suspension of work either complete or partial for any reason by the Employees.
- 5.02 It shall not be a violation of this Agreement or cause to discipline any employee, if in the performance of his duties, the employee refuses to cross a legal active picket line.

ARTICLE 6 - UNION SECURITY

- 6.01 Regular employees covered by this Agreement must as a condition of employment become and remain members in good standing with the union for the duration of this Agreement.
- 6.02 The Company agrees to deduct from the last pay cheque of each month, the monthly dues, initiations fees (after probationary period) and assessments. In no case will monthly dues be deducted from any employee who has less than ten (10) days earnings in the first calendar month of employment.

The Company shall deduct five dollars (\$5.00) per pay period in which the employee works and remit same to the appropriate Local Union for placement in the respective Union's Industry Advancement Fund.

- 6.03 The Union shall supply the Company with application forms and each employee must complete these forms within fourteen (14) days of commencement of employment and remit to Union.
- 6.04 Monies deducted along with a list of names from whom such a deduction was made shall be remitted to the Union not later than the fifteenth (15th) day of the following month.
- 6.05 The Union agrees to indemnify the Company and save it harmless from any and all claims which may be made against it, for the amounts deducted from the wages of employees under this Article.
- 6.06 There shall be no Union activity during Company time other than that specifically provided for in this Agreement.
- 6.07 The Company will indicate the amount deducted for Union Dues in the appropriate box on the employee's T-4 slip.

ARTICLE 7 - TECHNOLOGICAL CHANGE

- 7.01 In recognition of the spirit and intent of the Technological Change Section of the Canada Labour Code, the Parties hereto are providing through the format of this Agreement, an orderly procedure which is intended to assist employee(s) affected by any technological change to adjust to the effects of the technological change.
- 7.02 Accordingly, Section 52, 54 and 55 of the Canada Labour Code dealing with Technological change do not apply during the term of this Agreement.

ARTICLE 8 - STEWARDS AND UNION COMMITTEES

- 8.01 The Company agrees to recognize **two (2)** Union Steward for each terminal.
- 8.02 If the Company's operations are such that they cannot be covered by these Stewards, additional Stewards may be appointed by the Union.
- 8.03 The Steward may process grievances. The Steward's duty shall in no way conflict with his duties to the Company or the duties of other employees and he shall be held responsible for the same quantity and quality of work, as are other employees.
- 8.04 Union Stewards shall report to their foremen or supervisor and request permission before leaving their jobs for the purpose of Union business. The Company reserves the right to establish the time limits to perform such Union business. The Company shall not be responsible for payment of time used by an employee in the investigation of a grievance.

- 8.05 The Union shall inform the Company in writing of the name of the Stewards and of any subsequent change in the names of the Stewards. The Company will not recognize any steward until such notification from the Union has been received.
- 8.06 Authorized agents of the Union shall request access to the Company's establishments or property. Such authorization shall be on appointment basis only.
- 8.07 Shop Stewards will be compensated at their applicable hourly rate of pay when meeting with the Company for any matters pertaining to grievances, disciplinary, investigations or any other matters requested by the Company.**

ARTICLE 9 - GRIEVANCE PROCEDURE

- a) All headings and sub-headings in the present Collective Agreement are utilized for reference purposes only and have no bearing whatsoever on the interpretation of the Agreement.
- b) A grievance shall be defined as a dispute as to the application or interpretation of the provisions of this Agreement. All such grievances shall be adjusted and settled within the terms and conditions of this Agreement in the manner provided in the Agreement. The procedure for such adjustment and settlement shall be as follows:

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

STEP 2 Failing settlement under Step 1, the employee must present his grievance in writing to the Local Union. The Local Union shall present the written grievance to the employee's Manager or Designate within the time limits described below.

Such grievance shall be taken up between the representative of the Local Union and the employee's Manager or Designate.

TIME LIMITS TO INSTITUTE A GRIEVANCE AT STEP 2

- a) Termination or layoff - ten (10) calendar days from the date of termination or layoff.
- b) All others – **fifteen (15)** calendar days from the date that the employee has been made aware of the incident.
- c) All grievances shall be irrevocably denied during the term and after the termination of this Agreement not presented within the time limits as shown in paragraphs a) and b) of the foregoing.

STEP 3 Failing settlement under Step 2, the matter shall be taken up in presentation to a board consisting of two (2) Union members selected by the Union and two (2) Company employees selected by the Company. All members of this Board shall have been duly appointed and so authorized, that any settlement arrived at by this Board of a specific grievance shall be final and binding.

- 9.02 The Company or the Union may submit a grievance in writing at Step 2 of the grievance procedure provided that the grievance is within the time limits detailed under Step 2.
- 9.03 Any grievance when submitted in writing must state specifically which provision(s) of the Agreement is alleged to have caused the violation and the redress demanded.
- 9.04 There shall be no change made in the content of the grievance as originally filed in writing during the subsequent steps of the grievance procedure. New evidence may be submitted at any time during the grievance procedure by either party.
- 9.05 It shall be the responsibility of the party desiring arbitration to inform the other party in writing no later than 30 days after either the last discussion or the end of mediation.
- 9.06 In cases where a grievance settlement involves a payment to an employee, the Company shall forward appropriate documentation to the Local Union offices (generally copies of the employee pay summary indicating grievance payment) confirming payment to the employee as agreed upon.

ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01 The Arbitration procedure shall extend only to those issues which are arbitrable under this Agreement and only if the grievance was properly and timely filed and meets the requirements as set out in Article 9 of this Agreement.
- 10.02 Failing settlement in Step 3 of the grievance procedure, the matter shall be referred to an agreed upon neutral Arbitrator. Failing agreement, the Department of Labour shall be requested to appoint a neutral Arbitrator.
- 10.03 After the Arbitrator has been chosen by the foregoing procedure, he shall meet and hear the evidence of both parties, as soon as possible. The decision of the Arbitrator shall be final and binding on the parties and upon any employee(s) affected by it.
- 10.04 The Union and the Company will equally share the cost incurred by the Arbitrator.
- 10.05 Each party shall be responsible for the cost of its witness in accordance with the arrangement it has made with its witnesses.
- 10.06 Each Arbitrator shall not deal with more than one (1) grievance without the mutual consent of the Company and the Union.

- 10.07 The Arbitrator shall not have the power to add to, subtract from or modify in any way the terms of this Agreement. The Arbitrator may consider only the particular issue or issues presented to him and his decision must be based solely on the interpretation of the provisions of this Agreement.

ARTICLE 11 - SENIORITY

- 11.01 New employee's shall be considered probationary employee until they have been employed for ninety (90) calendar days. During this period, there shall be no responsibility for re-employment, if they are discharged or laid off for any reason whatsoever.
- 11.02 At the completion of the probationary period, each employee shall have his name added to the seniority list of the terminal within the division in which he is employed. Such employee shall receive credit to the first day of employment.
- 11.03 Seniority shall be defined as an employee's period of continuous service with the Company since his last date of hire. Such seniority rights are restricted to the terminal of the Company that the employee is employed.
- 11.04 The Company shall post terminal seniority lists by the various divisions of the Company, based on the company's records, every three (3) months. The employee's position on the list shall establish their terminal seniority in relation to each other. A Steward and local Company official will be responsible for keeping each list current. A copy of the seniority lists will be supplied to the Union upon request.
- 11.05 Seniority is the total length of continuous service by an employee in the employ of the Company covered by this Collective Agreement. The purpose of seniority is to provide the order of work preference, layoffs, recalls and vacation selection, subject to Article 11.06; however, there shall be no job bumping except as follows:

If a designated run is eliminated, or an employee is bumped, such employee so affected may bump a junior employee holding a designated run. Such option must be exercised within seven (7) days of the elimination or bump.

Work preference for highway drivers is based on the principal of first in first out.

Example: 3 drivers at dispatch and two loads available, Balmertown and a Calgary load. Driver 1 chooses the Calgary load, Driver 2 exercises work preference and does not take the next available load, Driver 3 must take the Balmertown as there is no other driver available below him to take the load. Driver 2 then becomes the next available driver and must take the subsequent load that day or until another driver (s) becomes available and has sufficient hours to complete the assignment.

Other than in instances where multiple dispatches occur in the absence of pre-plan, employees shall, not while exercising work preference, have the right to turn down an assignment

11.06 In recognition of the responsibility of Management for the efficient operation of its terminals, trucks, etc., it is understood that in cases of promotion, transfer, layoff for lack of work and recall to work for employees so laid off, the following factors will apply:

- a) Demonstrated ability to perform the work.
- b) Seniority.

11.07 When a designated run is created or a permanent vacancy exists, the Company will post the job for 14 days. An employee may apply for this job on a form furnished by the Company within this 14 day period. The Company will post the name of the employee selected, if any, within 5 days following the posting period and such employee shall be placed in the position as soon as possible. In determining the successful applicant, seniority will be recognized in accordance with Article 11.06.

A designated run, shift or assignment will be posted outlining the details of the run/shift/assignment with the timelines, training, certifications, qualifications and operational requirements.

11.08 Temporary vacancies not exceeding thirty (30) days, shall be filled at the discretion of the Company.

11.09 Any employee laid off shall retain and accrue seniority for a period of one (1) year or the length of his employment, whichever is the lesser. Employees recalled in accordance with Article 11.15 will be contacted by telephone, however in the event the employee cannot be reached by telephone the company shall inform the employee by registered mail and he/she will be allowed seven (7) consecutive days from receipt or attempted delivery to report for work. The company shall be kept informed in writing of any changes of address or telephone number.

11.10 No employee shall lose seniority rights while on an approved leave of absence, but shall not accrue seniority rights during the time of the leave of absence if the leave of absence is for more than thirty (30) calendar days.

11.11 The Company shall not be obligated during any leave of absence or any layoff period to pay any fringe benefits covered by this Agreement.

11.12 Employees affected by short term layoffs of ten (10) working days or less, shall not displace other employees junior to them in Terminal seniority.

11.13 Employees who are transferred to positions outside of the bargaining unit shall continue to accrue seniority and have the right to return to their former classification provided such election to return is made within ninety (90) calendar days of their transfer.

11.14 An employee shall lose seniority and employment rights for any of the following reasons:

- a) Voluntary resignation or retirement.
- b) Dismissal for just cause or violation of such Company rules or regulations specifying dismissal. Such Company rules and regulations are to be documented and communicated in a fashion deemed cost effective by management. Documented rules and regulations shall in no way represent a limitation on management functions reserved in Article 4 of this Agreement.
- c) Failure to return to work in accordance with recall notice.
- d) Failure to return to work at the expiration of a leave of absence.
- e) Absence for three (3) or more consecutive working days without notifying the Company or furnishing an acceptable reason for the absence to the Company.
- f) Layoff for a period equal to the employee's seniority or one (1) year, whichever is the lesser.
- g) Sick leave for a period equal to the employee's seniority or one (1) year, whichever is the lesser.
- h) Discontinuance of the operation of the Terminal for a period in excess of six (6) months.

11.15 Any employee on layoff is not required to accept a recall unless there is a minimum of two (2) weeks work at the Terminal.

11.16 Where the Company employs part time employees on an incidental basis to supplement the regular work force, they shall be carried on a regular part time roster in the Terminal of their employment, be given first opportunity to qualify as a regular employee, be paid the standard rates of pay as provided in this Agreement, but shall not otherwise be covered by the terms of this Agreement.

11.17 The Company agrees to operate no less than five (5) Company owned power units driven by bargaining unit employees, who have seniority at the Winnipeg Terminal.

ARTICLE 12 - SAFETY AND HEALTH

12.01 The Company shall not require employees to take out, on the streets or highways, any vehicle that is not in a safe operating condition or not equipped with safety appliances as required by law. If a driver alleged that the equipment is unsafe, the final decision as to the condition of the equipment shall rest with the designated Senior Company representative on the premises. Such representative shall give his decision to the driver

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

12.02 Each employee shall report in writing on the appropriate forms promptly but not later than the end of his shift all safety and/or mechanical defects on the equipment that he has operated during that shift. It is the driver's responsibility to report all defects on vehicles and equipment and it shall be the duty of the Company to attend to any reported defects.

12.03 Each employee shall wear any safety apparel that the Company requires them to wear. Each employee will supply and pay for approved boots, coveralls, parkas, gloves (non specialized cloth or leather), prescription safety glasses and safety shirts as a requirement of their employment. On an annual basis the Company will pay up to **six hundred and fifty dollars (\$650.00)** effective **January 1, 2022** towards this equipment to **all company drivers**. The Company will supply and pay for all other safety apparel requirements which shall include but not limited to: hard hat, ear protection, safety glasses and/ or goggles, respirators, reflective vests and reflective cuffs, harnesses, rubberized gloves, commodity specific safety apparel, disposable coveralls, etc. All such Company provided apparel must be returned to the Company upon request. The Company in the interests of the safety of employees requires that safety apparel be worn as required (provided training has been given to inform the employee) and may apply progressive discipline. **Unused allowance can be carried over to a maximum of \$100.00 per calendar year.**

A new employee will receive **an allowance of seven hundred and fifty dollars (\$750.00)** at the time of employment and in the event the employee is terminated **at the start of their employment up to six (6) months** of his initial employment such employee shall reimburse the Company up to **50% of the allowance paid.**

Any safety allowance spent one (1) month prior to a driver's resignation will be reimbursed 100% to the Company and all such monies shall be deducted from their final pay and/or outstanding vacation pay.

12.04 When an employee meets with a personal injury while on duty which prevents him from completing his shift, he will be paid for the full shift on that day, less any amount that he may receive from any other source. Any such loss of time shall require substantiation by the furnishing of a doctor's certificate.

12.05 Any medical examinations requested by the Company or by the Government shall be promptly complied with by all employees.

The Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician. In the event the Company chooses to select their own medical examiner the employee shall be notified and the Company shall make such arrangements as are necessary for the employee to attend.

For any government requested medical examinations eg (license, ICC, etc), in the event the employee advises the Company that he does not wish to attend the medical examiner chosen by the Company, the employee shall be permitted to attend the medical examiner of their choice and at their own expense. Any delays caused by the employees choosing this option shall be at no expense to the Company.

For the purposes of D.O.T. Drug and alcohol testing the company shall pay the employee at the work time rate for actual time spent travelling to and from the testing facility as well as time spent fulfilling test requirements.

- 12.06 The Company shall supply proper equipment at all terminal locations to ensure the safety of all employees.

ARTICLE 13 - FUNERAL AND BEREAVEMENT LEAVE

- 13.01 In the case of death of a member of the immediate family of an employee, the Company when requested in advance, will grant a maximum of three (3) work days paid funeral leave **(& two (2) additional unpaid days) that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which funeral, burial or memorial service of that immediate family member occurs.**

Proof of death may be required, if requested by management.

- 13.02 For the purposes of this section, "immediate family" shall include the employee's spouse **or common-law partner**, children, **step-children, the employees grandchildren**, mother, father, brother, sister, mother and father-in-law, grandparents of husband or wife, and step-father or step-mother, provided that they have the status of the employee's mother or father.
- 13.03 Special consideration will be given to leave of absence without pay in the event of death of other relatives, associates or friends.
- 13.04 The employee will not be entitled to funeral leave pay when the employee is absent from work due to injury, illness or leave of absence.
- 13.05 Employees eligible to receive pay shall be paid eight (8) **hours for city** or ten (10) **hours for highway or for those on a designated shift, their regular shift schedule hours** at straight time pay at the rate of **their** assigned job classification.
- 13.06 In case of the death of a member of the immediate family of an employee whose residence is outside of their Home province, the Company will grant a maximum of five (5) days paid funeral leave. It is understood that such paid leave will not be granted in instances where the employee otherwise eligible does not attend the funeral. **Each of the five days will be paid as per 13.05.**

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Upon request of any employee for good reason, the Company may grant a leave of absence without pay for a period not exceeding thirty (30) calendar days. Any such request shall be applied for in writing.
- 14.02 When such leave is granted, the employee shall retain and accrue seniority rights. However, should he engage in other employment while on this leave of absence, he shall lose his seniority rights.
- 14.03 Any extension of a leave of absence will be considered and may be granted providing such request is made in writing by the employee, with a copy to the Union, prior to the expiration of the original period of such leave. The Company is not obligated during a leave of absence without pay, to continue to pay any fringe benefits as covered by this Agreement.
- 14.04 All requests for a leave of absence shall require advance notice in writing of at least five (5) working days. The request shall state the reason and length of leave of absence.
- 14.05 Any employee who fails to return to work upon the expiration of any leave of absence shall be considered to have terminated his services and shall lose all seniority rights.

ARTICLE 15 - JURY OR CROWN WITNESS DUTY

- 15.01 Any employee called to serve on any Jury or to act as a witness for the Crown shall be excused from work on such days as required to fulfill his obligations.
- 15.02 During the actual working days that he so serves, he shall receive from the Company, payment based on his regular straight time wages for eight (8) hours per day. The employee will assign to the Company any jury duty or witness fees received.
- 15.03 An employee called to serve on a Jury or to act as a Crown Witness, shall be required to furnish proof of such requirement to the Company.

ARTICLE 16 - GENERAL HOLIDAYS

- 16.01 All employees who have been employed with the Company at least thirty (30) days prior to the holiday and who have worked at least one (1) day of the four (4) week period immediately preceding the week in which the general holiday occurs shall receive payment for such holiday as outlined in Article 16.03.
- 16.02 Should a general holiday enumerated herein fall on a non-working day or should an employee be required to work on a general holiday, such employee shall be provided at the employee's option with a day off without pay at a time to be mutually agreed upon. In addition where an employee works on the general holiday the employee shall be paid at time and one half (1.5 x the regular hourly work time rate for all hours worked) in addition to the general holiday pay.

16.03 Highway drivers eligible for payment on any of these general holidays shall receive the greater of ten (10) hours pay at their regular work time rate or 1/20th of their regular pay in the previous two pay periods. City drivers shall receive eight (8) hours pay at their regular hourly rate. Regular pay does not include overtime wages.

16.04 For the purposes of this Article, General Holidays are:

New Year's Day	Louis Riel Day (MB	Family Day (AB
Good Friday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
National Day for Truth and Reconciliation		

ARTICLE 17 - VACATIONS WITH PAY

17.01 Each employee shall have granted to him vacation with pay depending on the length of service with the Company.

17.02 In the first year of employment, employees will be credited with one (1) day of vacation for each full month of employment to a maximum of ten (10) days during that fiscal year. Such vacation to be taken in the period between May 1 and April 30 in the fiscal year following the commencement of employment. Vacation pay will be four percent (4%) of the wages paid that employee in the portion of the year worked.

17.03 Employees who have completed one (1) year's service at April 30th, but less than four (4) year's continuous service shall receive two (2) week's vacation with payment at four (4) percent of their earnings.

17.04 Employees who have completed four (4) year's service at April 30th shall receive three (3) week's vacation with payment at six (6) percent of their earnings.

17.05 Employees who have completed **ten (10)** year's service at April 30th shall receive four (4) week's vacation with payment at eight (8) percent of their earnings.

17.06 Vacation pay shall be calculated from May 1 to April 30th of the previous year.

17.07 Vacation pay shall be issued to the employee on the pay day immediately preceding his vacation and included with his regular pay on direct deposit. Taxes will be adjusted to reflect the additional period of earning and detail will be provided to identify the vacation earnings being paid and the percentage of vacation pay.

17.08 Vacation lists will be posted on February 15th. Employees must post their preference for vacation dates prior to March 15th. The Vacation Lists shall be finalized prior to April 15th.

17.09 Each vacation list will detail the number of employees permitted to be on vacation at any time within the respective terminal. The Company shall allow a minimum of 10% of the employees in each division to be off on vacation at one time. For the purposes of this article "division" shall include but not be limited to Van Operations, Flatdeck and Bulk Operations and City P & D.

ARTICLE 18 - EMPLOYEE WELFARE BENEFITS

18.01 The Company will provide the Prairie Teamsters Administration Services Health and Welfare Plan for all Company drivers as of the 1st day of the month following a thirty-day period after the date of ratification. The payment of the monthly premium will be a 60/40 split between the Company and the drivers.

Subject to the above, the employer shall provide the "*Prairie Teamsters Health and Welfare Plan*" to all employees or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.

- a) any member of the Union who is in the employ of the Company on a regular full time basis on the effective date of the Health and Welfare Plan shall join the Plan immediately.
- b) Any member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first (1st) day of the month, immediately following completion of the probationary period.
- c) It will be the responsibility of the employer to ensure that all employees are enrolled in the Health and Welfare Plan and for making premium remittances on their behalf. Failure to the employer to enrol employees, forward completed forms and / or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees will cause the employer to be liable for any claims arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrolment forms to the employer.
- e) The cost of the plan including any increases in the premiums during the term of this Agreement shall be funded as follows:

Plan implementation (Month after date of ratification)

60% by the Company

40% by the Employee

Should premiums be increased during the term of the Agreement, the Union will notify the Company in writing and the Company will adjust its remittance accordingly.

The employer shall remit the premiums to the administrator, as designated by the Teamsters of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable carriers.

f) Layoff Coverage

For employees who are laid off, the employee may arrange with the Company for lay-off coverage, which is the current benefit plan excluding Dental coverage, Short Term Disability and Long Term Disability. The employee is responsible to supply the company with post-dated cheques (22nd of each month) or authorization to deduct from earned vacation pay. The company will remit the premiums to the Plan.

The Lay-Off Coverage Provision shall take effect on the first day of the month following the month in which the Employee was laid-off.

g) Personal Leave

A driver that has completed 3 months of employment will be entitled each calendar year to five (5) days of personal leave of which 3 are paid.

Company will calculate personal leave to be at the applicable 8 hours for city or 10 hours for highway or for those on a designated shift their regular shift schedule. Drivers that receive Province of AB City Premium Deck, AB Multi-classification premium & AB City Designated Night shift premiums will be paid such premiums for Personal Leave.

The use of personal days shall be as follows:

- treating their illness or injury;
- carrying out responsibilities related to the health or care of any of their family members;
- carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- addressing any urgent matter concerning themselves or their family members;
- attending their citizenship ceremony under the Citizenship Act; and
- any other reason prescribed by regulation.

The personal time off will be taken in no less than 30-minute increments.

The employer may request that the employee provide documentation to support the reasons for the leave.

All unused personal days will be paid out by the end of the calendar year (which may be paid on the first pay period in the new calendar year.)

ARTICLE 19 - RETIREMENT PLAN

19.01 The Company shall offer a pension program and details of this retirement plan are available in booklet form. Booklets regarding same shall be given to the Union. Eligible employees will be allowed to contribute up to four percent (4%) of gross wages matched by the Company.

19.02 Details of the Retirement Plan are available in booklet form.

ARTICLE 20 - HOURS OF WORK

20.01 A workday shall be defined as a twenty-four (24) hour period commencing with the start of the employee's shift.

20.02 The Company agrees to post dispatch rules not forming part of this Collective Agreement document and attached to this Memorandum for reference.

20.03 Nothing contained herein shall be construed as a guarantee of hours of work per day or per week.

20.04 The basic work week for city drivers shall be eight (8) hours per day and forty (40) hours per week.

20.05 The basic work week for highway drivers shall be sixty (60) hours per week.

20.06 All overtime required to be worked by hourly employees shall require prior approval by their respective Operations Manager.

ARTICLE 21 - GENERAL WORKING CONDITIONS - ALL DRIVERS

SECTION I ALL DRIVERS

21.01 All employees covered by this Agreement shall be paid not less frequently than every other Friday, by direct bank deposit, all wages earned by that employee to the day not more than fourteen (14) days prior to the day of payment as is currently the practise. The pay period shall commence each Sunday at 00:01 a.m. The Company shall send an electronic statement or provide access at the terminal to the electronic statements with the itemized statement in respect of all wages payments made to such employees. Such statement shall set forth the dated pay period, the total hours worked, the total miles driven or paid for, the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages. If the amount of wages

claimed on a Trip Report are changed by the Company, the employee concerned will be notified in writing.

If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to one day's pay or more, he shall be entitled on request to receive same as soon as practicable but not later than the week following the day on which the error was reported. If an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his tour, any pay so affected will be included with the next regular pay period.

21.02 All employees covered by this Agreement shall be dispatched according to current dispatch rules which shall be posted. Any amendments to dispatch rules will be forwarded in writing to the Union thirty (30) calendar days prior to posting. The Company will maintain the principle of first in, first out in any amendments to the dispatch rules.

21.03 The Company shall supply all employees with forms and it shall be the duty of the employees to properly complete, check and process these forms. At the completion of a tour, the employee must turn in to the Company, all completed trip sheets and other information as required by the Company. Such information shall be processed and the employee notified in writing of any changes made to the trip sheets and the reasons therefore. Notice of changes shall be made available to the employee at the completion of his tour at his place of domicile providing that the completion of the tour is during normal terminal office hours, otherwise such information shall be made available on the next business day.

21.04 a) All employees are required to familiarize themselves and comply with all Company rules and regulations, violation of which may result in corrective action and/or dismissal. A corrective action measure becomes null and void twelve (12) months after the date of the imposition of the corrective action. At fault accidents with a supporting corrective action measure becomes null and void eighteen (18) months after the date of imposition of the corrective action. **All corrective actions** shall be issued to employees as soon as possible and not after fifteen (15) days have expired from the time the Company became aware of the offence. **Extensions may be requested by the company pending investigation and such extension will not be unreasonably denied.**

b) A written confirmation of corrective action addressed to the employee concerned must state the reasons for the corrective action. A copy of any corrective action issued to an employee will be transmitted to the Local Union offices.

Moreover, the employee concerned must sign a statement attesting receipt of said confirmation of which signature does not constitute an acceptance of the corrective action, but only receipt of written confirmation.

When discussions take place with employees that may result in suspension or termination, the employee shall be so advised that the driver has the option of having a Shop Steward or other Union Member present.

Authorized agents of the Union will request access to the Company's establishment during working hours for the purpose of conducting Union business related to drivers covered under the collective agreement. The request will not be unreasonably denied.

- 21.05 Wages shall be paid to all employees in accordance with the schedules outlined in Appendix A attached to and forming part of this Agreement.
- 21.06 The rates of remuneration as listed in this Agreement are considered minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- 21.07 All time for which pay is claimed shall be accounted for by the employee on a form or on their logs provided by the Company. All such time must be substantiated by the Satellite and/or Authorized by the Operations Manager or his designate. The driver will be responsible to claim on the trip report all off route mileage driven as well as any additional mileage as a result of load or weight restrictions.
- 21.08 Employees on lay-over away from their home Terminal, shall be given preference on first return loads.
- 21.09 Where the Company does not provide sleeping accommodation, employees will be reimbursed for the cost of hotel rooms when authorized. Employees will be reimbursed for such hotel rooms upon return to their home terminal and submitting a receipt. The Company reserves the right to designate a suitable hotel when accommodation is required and will provide transportation to and from such accommodation. Drivers may be asked but not required to rest and / or lay-over in tractors.
- 21.10 When a branch, terminal, division or operation is closed or partially closed and the work of that branch, terminal, division or operation is transferred, an employee at the closed or partially closed branch, terminal, division or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was transferred if work there is available.

Such employees shall be dovetailed into the seniority list according to their Company seniority.

21.11 When an employee is transferred at the request of the Company, his reasonable moving expenses shall be borne by the Company.

For the purpose of this section "expense" is defined to mean the moving expense of normal household goods and chattels.

21.12 All requests for book off shall be made during the period Monday through Friday (excluding Statutory Holidays) during terminal hours of 08:00 - 17:00 (Winnipeg time). Such requests must be made a minimum of two (2) days (Monday through Friday, excluding statutory holidays) in advance of the time off requested. Once under dispatch on a highway load a driver must give a minimum of five (5) days notice for such request unless a lesser amount of time is agreed to by the parties.

Highway drivers when required to be away from their domicile terminal for five (5) days shall be entitled to up to one (1) day off with proper notice, in excess of five (5) days but less than ten (10) days up to two (2) days off with proper notice, in excess of ten (10) days up to four (4) days off with proper notice. Such time off shall begin at the end of the employees tour of duty.

This shall not preclude employees from making additional reasonable requests for book off in order to attend appointments such as doctors, lawyers, etc. Proof of such appointment attendance may be required by the Company.

SECTION II HIGHWAY DRIVERS

21.13 (a) City drivers are not subject to the terms and conditions of this Section, but are subject to the terms and conditions of the Working Conditions - City Article 24 of this Agreement.

(b) Where a driver performs both Highway and City work/trip in a given day (a calendar day) daily overtime will be calculated after 8 hours. The daily overtime hours paid will be counted towards the calculation of weekly overtime hours so that such hours worked are not paid overtime twice. For drivers who work both highway and city trips weekly overtime will be calculated after 60 hours. Drivers shall remit such request on their trip jacket and must ensure that the applicable logs accompany the trip jacket at the time of the request as verification of the overtime worked.

Example: Highway driver begins his day out of town. Arrives in Winnipeg and has been working/driving for 9 hours. The driver works an additional 3 hours in the city for a total of 12 hours on the day. The driver in this case will be paid for 4 hours x one half (1/2) the work time rate.

21.14 All Highway drivers required to pay costs incurred on behalf of the Company shall receive a **four** hundred dollar (\$400.00) cash advance in order to pay all normal costs (such as tolls, hotel rooms) incurred on behalf of the Company. Receipts for such costs may be turned in with trip envelopes at any Company terminal location during normal

business hours. The driver shall receive from the designated Company official a signed receipt noting the total amount of receipts turned in. Thereafter said employees next pay deposit shall be credited in the amount of receipts turned in, so that the employees **four hundred dollars (\$400.00)** advance shall remain constant. Upon termination of employment with the Company, the Company shall deduct from the employee's final wages the above noted **four hundred dollar (\$400.00)** cash advance.

Note: (1) The exchange rate shall be deemed to be the purchase rate of exchange plus one percent (1%) as set by the Company's normal banking institution. Such rates shall be adjusted where circumstances dictate twice monthly on the fifteenth and thirtieth of each month.

Exceptional or large cost items (in excess of fifty dollars [\$50.00]), such as tires and equipment repairs shall require consent of a Company supervisor or designate. **Wherever possible, the Company shall attempt to arrange for payment of such costs with the vendor at time of purchase. If not feasible, the driver will be reimbursed for such costs & associated costs (i.e. credit card u.s. exchange rate) and can submit such receipts immediately for reimbursement through Accounts Payable for the same day or next day electronic transfer of funds to reimburse for costs incurred. If not all costs are known at that time, any remaining receipts can be submitted at the end of the tour. The employee may request for reimbursement to be deposited into their US bank account.**

21.15 The Company shall supply all Government required regulatory forms, (i.e. log books), or electronic versions to the employees.

It is the driver's responsibility to fill out and complete all such regulatory documentation correctly. Such documentation shall be turned in to the Company within seven (7) days from the completion of each trip or tour of duty. Further the driver shall turn in the bills of lading at the completion of a trip or tour of duty. Failure to turn in said documentation may result in corrective action.

Trips shall be assigned and a driver may complete more than one trip per tour of duty. A tour of duty begins and ends at the home terminal of the employee.

A trip is defined by the origin of the dispatch of the truck and the conclusion of the dispatch of the truck.

21.16 Driving tractor without trailer shall be paid for on the same basis as driving tractor trailers.

21.17 All time driven or worked in excess of sixty (60) hours per week shall be paid for at one half ($\frac{1}{2}$) the work time rate in addition to the applicable mileage or work time rate. Drivers shall remit such request on their trip jacket and must ensure that the applicable

logs accompany the trip jacket at the time of the request as verification of the overtime worked.

21.18 Mileage shall be calculated from the point of dispatch of the truck to the conclusion of the dispatch of the truck, the Company shall include waypoints when routing the driver.

21.19 a) Composite mileage rates include such duties performed in normal operations such as legalizing, driving, fuelling, checking equipment, hook up and unhook, pre-trip and post trip inspection, processing of related documents and forms and satellite related work. For the purposes of this Article legalizing shall be defined only as the moving of 5th wheels and axles.

b) The authority to determine the number of miles driven shall be the **Trimble TruckMate Transportation Management Software and the Trimble PC Miler** software in the version as updated from time to time.

c) In the event of a discrepancy between the miles as provided by (b) above and the actual miles driven, the employee shall notify the Company and the Company shall take such actions as are necessary to correct any error.

21.20 All trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the mileage rate provided is less than the hourly rate for the actual driving time on a particular trip. The onus is upon the driver to question the rate of pay by marking his trip and pay report accordingly. Off line bush miles will be paid at hourly work time rate. Where the hourly work time rate is applied, the miles travelled will be deducted from the trip miles.

21.21 a) Employees shall be given at least two (2) hours notice of departure time. Wait time will be paid commencing one (1) hour after the scheduled departure time if work is not available as scheduled. Any employee who has an established reporting time and is unable to report for work shall give the Company four (4) hours notice unless a satisfactory reason is given.

b) It shall be the responsibility of the employee to ascertain that he is not hauling an overload and to ascertain that he has all the necessary and required licenses, certificates and permits before leaving the Company Terminal, provided however, that the Company shall arrange for all such information to be made available to the employee.

All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial, City or State regulations for which the employee is not responsible shall be paid at the applicable wait time rate in this agreement. Additionally, all time lost due to permit restriction which restrict the driver's ability to operate a minimum of ten (10) hours per day shall be paid at the work time rate up to ten (10) hours per day.

21.22 When an employee reports to work after having been called and no work is available, he shall receive a minimum of four (4) hours pay at the work time rate.

21.23 When an employee has been called for duty and has begun his trip, he shall be guaranteed the equivalent of four (4) hours pay at the work time rate.

21.24 When authorized by the Company, employees repairing equipment on the road due to mechanical failure will be paid, for actual time worked at the work time rate.

21.25 Employees required to travel on Company equipment or by other mode of transportation shall be paid for the first ten (10) hours so travelled in any twenty-four (24) hour period at the wait time rate.

21.26 a) Employees required to:

i. Wait because of road conditions will be paid at the wait time rate as follows:

For the first ten (10) - wait time. For the next fourteen (14) hours - no pay and continuing on that basis for each successive twenty-four (24) hour period.

ii. Wait because of a mechanical breakdown will be paid at the work time rate for all time where the driver is required to remain with the equipment. Once relieved of the requirement to remain with the equipment the wait time rate shall apply as outlined herein above

b) Lay-over at the completion of a trip away from their home terminal, will be paid at the wait time rate as follows:

for the first twelve (12) hours - no pay. For the next eight (8) hours - wait time and continuing on the same for each twenty (20) hour period of the continuing lay-over.

21.27 The Company and the Union agree that in the event that more than one lay-over becomes necessary on an employee's tour of duty no driver shall be placed on any additional lay-over until such single driver has been in the employ of the Company for at least eight (8) hours or until a double team has been in the employ of the Company sixteen (16) hours from the point of the departure from the previous lay over.

21.28 Employees shall be paid work time as follows:

Work time shall include, but not be limited to legalizing, loading and unloading, repairs of equipment, tarping, chaining and unchaining, and when drivers are required to stay with equipment. When the Company requires the team to take a split break, only the driver required to remain with the equipment shall be paid at the work time rate. Such team required to take split breaks shall be notified prior to the commencement of such

trip. For the purposes of this article work time for the purposes of legalizing is restricted to the actual physical requirement to move freight.

- 21.29 a)** In cases of multiple pick-ups a payment (as described in Appendix "A") will be made for the second and each subsequent pick-up.

A pick-up is defined as the placing of freight into a trailer.

- b)** In cases of multiple deliveries a payment (as described in Appendix "A") will be made for the second and each subsequent delivery.

A delivery is defined as the removal of freight from a trailer.

- c)** If a pick-up and delivery occur at the same location only the delivery will be considered

- 21.30** No driver **that is running single** shall be called for dispatch until **they have** been off duty for eight (8) hours after completing a shift, or as per hour of service regulations, whichever is longer.

SECTION III - DOUBLE HIGHWAY DRIVERS

- 21.31** The Company shall designate the home terminal of each driver team. Mileage, pick-up or delivery, and trailer exchange payments are split between the drivers. Wait time is not split between the team.

- 21.32** On occasion the Company may request both drivers to perform work on an hourly basis. On those occasions both drivers will be paid the work time rate for all hours worked.

- 21.33** Once driver teams are established in writing by the Company it is understood that they are not to be separated unless either driver indicates his desire to break up the team in writing to the Company, except in cases of emergency, reduction in forces, or temporary training. Teams may consist of more than two (2) people. Driver team members may not refuse scheduled work due to their partners unavailability for work due to illness, vacations etc. Teams shall be rematched if separated as soon as is operationally possible but in no event longer that a two (2) week period after both team members make themselves available for work.

- 21.34** Except in cases of emergency, sleeper cab drivers shall be entitled to have a minimum of four (4) hours off duty excluding call time after completion of their tour.

- 21.35** No sleeper cab driver shall be allowed to take a solo trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty.

- 21.36** The provisions of Article 22.01 shall apply to Bulk and Deck Operations in cases which are not otherwise covered in this Collective Agreement.

In the event the company implements team drivers, the parties agree to meet and negotiate mileage rates of pay.

ARTICLE 22 - GENERAL WORKING CONDITIONS - FLATDECK & BULK DRIVERS

- 22.01** a) Employees required to load, tarp, chain or legalize a load at a terminal will be paid at the work time rate for actual time worked.
- b) Employees required to unload, untarp, unchain, or legalize a load at a terminal will be paid at the work time rate for actual time worked.
- 22.02** a) Employees required to load other than at a terminal shall be paid three (3) hours at the work time rate per load. This payment covers actual loading time, **strapping**, tarping, chaining and legalizing of load.
- b) Employees required to unload other than at a Terminal shall be paid three (3) hours at the work time rate. This payment covers actual unloading time, equipment check, waiting time, etc.
- c) On mileage paid over - dimensional loads requiring permits, employees shall be paid eight cents (0.08) per mile on date of ratification in addition to the applicable mileage rate. Over-dimensional loads over twelve (12) feet six (6) inches and/or those requiring a pilot car(s) shall be paid at twelve cents (\$0.12) per mile in addition to the applicable mileage rate.

Note: The daily minimum when hauling loads as described above is addressed in Collective Agreement Article 21.21 (b)

- 22.03** a) Employees shall be paid one (1) hour to load hydraulic dump trains **and liquid Super B trains for highway loads**.
- b) Employees shall be paid one and one half (1½) hours to unload hydraulic dump trains **and liquid Super B trains for highway loads**. When unloading into a "Gravmatic" an additional one and one half hours (1½) for unloading will be paid.
- 22.04** a) On mileage paid pneumatic trips, payment shall be one (1) hour at the work time rate for loading.
- b) On mileage paid pneumatic trips, payment shall be one (1) hour at the work time rate for unloading. For unloading trains an additional one (1) hour at the work time rate shall be paid.

On mileage paid pneumatic trips where customers facilities have unique / excessive time requirements for loading / unloading, additional work time shall be paid.

- 22.05** a) Employees required to untarp, poly, load and tarp side dump trailers shall be paid one (1) hour at the work time rate.
- b) Employees required to untarp, unload, remove poly and tarp side dump trailers shall be paid one (1) hour at the work time rate.
- c) On mileage side dump trips where customers' facilities have unique excessive time requirements for loading/unloading, additional work time shall be paid provided the driver requests such payment and provides an acceptable explanation with his request.
- 22.06** For the purpose of this Article work time is not split between the driver.
- 22.07** When the Company encounters special projects the Union agrees to review rates of pay etc. with the Company in order to attempt to secure the business.
- 22.08** Where the Company has drivers meeting at switch points the Company will pay for the first half (½) hour from the scheduled arrival time at the work time rate. All time spent waiting beyond the first half (½) hour will be paid at the wait time rate.
- 22.09** The Company will advise drivers of customer specific safety policies & practices. For a driver to be dispatched and assigned such work the driver will be required to comply with such requirements i.e. clean shaven, respiratory fit test, etc. If relates to safety apparel requirements refer to Article 12.03.

ARTICLE 23 - WORKING CONDITIONS - CITY DRIVERS

- 23.01 (a)** Highway drivers are not subject to the terms and conditions of this Article, but are subject to the terms and condition of the Working Conditions Highway Article of this Agreement. A one hundred and fifty (150) mile radius of Winnipeg city center shall be considered city work for drivers working in this classification and a one hundred mile (100) radius of Calgary and Edmonton shall be considered city work for drivers working in those locations.
- (b) Where a driver performs both Highway and City work/trip in a given day (a calendar day) daily overtime will be calculated after 8 hours. The daily overtime hours paid will be counted towards the calculation of weekly overtime hours so that such hours worked are not paid overtime twice. For drivers who work both highway and city trips weekly overtime will be calculated after 60 hours. Drivers shall remit such request on their trip jacket and must ensure that the applicable logs accompany the trip jacket at the time of the request as verification of the overtime worked."

Example: City driver works for 3 hours delivering in the City. City driver then takes a highway load and works for 10 hours completing the highway load. Driver has

worked 13 total hours. The hours in excess of 8 hours on the day will be paid for 5 hours x one half (1/2) the work time rate.

- 23.02 Employees shall be paid one and one-half (1 1/2) their hourly rate for all time worked in excess of eight (8) hours per day or forty (40) hours per week.
- 23.03 The hours of work shall be reduced by eight (8) hours in any given week in which a statutory holiday occurs.
- 23.04 When reporting for work, drivers shall sign or punch in at the authorized location of each Terminal at the time that they are required to report to work.
- 23.05 Upon completion of a shift, employees shall sign or punch out at the authorized location of each Terminal.
- 23.06 When an employee reports to work after having been notified to do so, he will be guaranteed a minimum of four (4) hours work and or pay from his scheduled starting time.
- 23.07 Employees reporting for duty on a call-back basis shall be guaranteed a minimum of four (4) hours work, but after the completion of the duty he was called for, he may book off work with a minimum of two (2) hours pay. All work so performed shall be paid for at one and one half (1 1/2) the regular hourly rate.
- 23.08 Employees shall observe a thirty minute unpaid meal period. No employee shall be required to take such a meal period until he has been on duty for three and one half (3 1/2) hours or after he has been on duty five (5) hours.
- 23.09 Employees shall be granted a fifteen (15) minute paid rest period in the first and second half of each shift at times suitably spaced to employees and production requirements.
Breaks must be taken during the drivers shift and while at work.
- 23.10 Employees working full three (3) hours on overtime will comply with a fifteen (15) minute paid rest period at the completion of the regular shift.

ARTICLE 24 - VALIDITY OF AGREEMENT

- 24.01 The provisions of the Canada Labour Code and the regulations and rules of procedure made from time to time thereunder shall apply in all respects to this Agreement.
- 24.02 Any clause or provision of this Agreement declared illegal or in any way conflicts with the above law shall automatically be amended to comply with such law.
- 24.03 The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

24.04 Where any words in this Agreement impart the masculine gender, such words shall include and mean the feminine gender where the sense dictates.

24.05 It is agreed that this Agreement contains the complete understanding between the parties and supersedes any and all other benefits which may have been provided prior to the effective date of this Agreement.

ARTICLE 25 - DURATION AND RENEWAL OF AGREEMENT

25.01 This Agreement shall take effect and be binding upon the parties from the 1st day of November 2021, until the 31st day of October, 2024 and shall continue in effect from year to year thereafter, unless notice of termination or revision thereof is given by either party in writing by Registered Mail, at least sixty (60) days and not more than ninety (90) days prior to the natural expiration date or any subsequent anniversary date. Such notice may require the other party to enter into negotiations for renewal of the Agreement on ten (10) clear days notice and shall contain an itemized list of all requested changes to the Agreement and these shall be the only items which shall be considered; and all other provisions shall remain as set forth herein. If no Agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time a subsequent Agreement is reached.

Signed this 17TH day of December, 2021.



Les Kauk, Vice President/Business Agent
General Teamsters Local Union 979
WCCT Delegate



Clint Campbell, Business Agent
General Teamsters Local Union 362



Brent Hildebrandt
Vice-President, Bulk Division
Kleysen Group Ltd



Christiane Devlin
Manager, Human Resources
Kleysen Group Ltd

APPENDIX "A" Wage Rates

RATE	Nov 1, 2020 (current rates)	2% Effective November 7/21	2.25% Start of first pay period after Nov 1/22	2.5% Start of first pay period after Nov 1/23
Multiple Pick-up Multiple Delivery	\$36.15	\$36.87	\$37.70	\$38.64
Trailer Exchange	\$18.23	\$18.59	\$19.01	\$19.49
Wheel Torque	\$16.00	\$16.32	\$16.69	\$17.11
Border Crossing	\$16.00	\$16.32	\$16.69	\$17.11
Work/City	\$24.09	\$24.57	\$25.12	\$25.75
Wait time/layover	\$19.25	\$19.64	\$20.08	\$20.58
All Provinces				
5 & 6 Axle	0.5155	0.5258	0.5376	0.5510
7, 8 & 9 Axle	0.5444	0.5553	0.5678	0.5820

Border Crossing paid when loaded or empty and in addition to other pay for crossing as outlined in the Collective Agreement.

Deliveries to New York City - \$400.00/ drop – Date of Ratification

Loads in & out of BC will be paid an additional 2.5 cents per mile for all miles travelled in BC. **Effective first pay period after November 1, 2022 will increase to 3.0 cents per mile.**

On mileage paid trips to / from the U.S.A., employees will be paid an additional 2.5 cents per mile. **Effective first pay period after November 1, 2022 will increase to 3.0 cents per mile.**

A **thirty two dollar (\$32)** premium will be paid for each return trip originating from Winnipeg and destined for one of the following destinations in Ontario: Balmertown, Red Lake and/or Ear Falls. This premium will be in effect for trips commencing **November 07, 2021.**

Province of Alberta City Premium- Deck - In addition to the wages outlined herein, drivers performing city work in Alberta shall receive a \$2.95 per hour premium for all work performed at the work time rate. Work within the Province of Alberta shall be defined as a trip that has both an Origin and Destination within the Province of Alberta. This premium shall be applicable for City trips completed at the work time rate as well as those where mileage rates apply. This sum shall be paid to the nearest ¼ hour. **This premium will be added to the Edmonton base rate of pay for the purpose of calculation of overtime.**

Province of Alberta Night Shift Premium

AB Drivers that are on a designated evening/night shift will receive a Two Dollars per hour (\$2.00/hr) premium in addition to all other premiums received. The premium is not payable for relief coverage for three (3) shifts or less. If the coverage of three (3) is surpassed the premium will be paid for all evening/night shifts while on the designated shift.

Allocation of evening/night designated shift coverage shall be on the basis of seniority in a voluntary manner. Each employee, in order of seniority shall be asked to volunteer and the employee shall provide an immediate response. However, if upon reaching the bottom of the seniority list and sufficient employees have not volunteered, junior employees, where qualified in reverse order of seniority shall be required to work the evening/night designated shift coverage.

The current designated evening/night shifts commence at or after 2 pm.

Letter of Understanding 1

Between

Kleysen Group Ltd

And

Teamsters Local 362/395/979

RE: Chalk River Ontario

- A premium will be paid for all Chalk River loads from Nuclear Plant in Pinawa based on the current departure and delivery schedule (Friday & Monday, or Monday & Thursday)
- A premium of One Hundred and sixty dollars (\$160.00) per trip which includes all wait/layover pay once arrived to delivery destination in Chalk River and scheduled morning unload.
- Any unloading delay in the morning as a result of the Chalk River facility or Breakdown will be paid at the applicable rates as per the Collective Agreement.
- The premium will be paid retroactive for all loads hauled since the commencement of the Chalk River contract less any wait/work time pay that may have been previously paid from the time of arrival through to the scheduled unloading/appointment time.
- If there are any changes to the current delivery and departure schedule the parties agree to meet and make changes or amendments necessary to the Letter of Understanding. If a mutual agreement cannot be reached between the parties the matter will be subject to the grievance procedure as per the Collective Agreement.

RE: Departure and Delivery Changes

- Due to COVID 19 the departure and delivery dates above have changed.
- A premium will not be paid for all Chalk River loads from Nuclear Plant in Pinawa based on the revised departure and delivery schedule (Monday & Wednesday)
- A premium of \$240.00 in addition to the \$160.00 premium above will be paid for all Chalk River loads from Nuclear Plant in Pinawa based on the revised departure and delivery schedule (Thursday & Monday)
- The premium will be paid retroactive for all loads hauled since the implementation of the Departure and Delivery changes of the Chalk River

contract less any wait/work time pay that may have been previously paid from the time of arrival through to the scheduled unloading/appointment time.

Signed this 17TH day of December, 2021.



Les Kauk, Vice President/Business Agent
General Teamsters Local Union 979
WCCT Delegate



Clint Campbell, Business Agent
General Teamsters Local Union 362



Brent Hildebrandt
Vice-President, Bulk Division
Kleysen Group Ltd



Christiane Devlin
Manager, Human Resources
Kleysen Group Ltd

Letter of Understanding 2

Between

Kleysen Group Ltd

And

Teamsters Local 362/395/979

Edmonton Dispatch Principles and Multi-Classification Premiums

The following represents the dispatch principles and premiums that will apply for **the term of this Collective Agreement** and the parties agree to meet within 30 days of expiry and any changes, renewal and /or extension must be by mutual agreement between the parties.

Effective **November 7, 2021** the premiums below are in place for the duration of the Collective Agreement and not subject to any increases.

The following dispatch principles will not affect the designated runs.

KLEYSEN EDMONTON DISPATCH PRINCIPLES

The Kleysen dispatch rules are based on the principles of respecting driver seniority, dispatching loads fairly and providing sufficient flexibility to deal with unique driver and customer situations, which may arise from time to time.

Our goal is to create a dispatch system, which optimizes driver, customer, operational needs, and the various training and certification requirements in handling a variety of deck, liquid and granular products.

1. Edmonton based drivers in order of seniority shall be offered available daily start times provided they are qualified, and certified to perform the work. Where specialized training & certifications are required for certain loads a senior driver may be required to be assigned that load if other drivers are not available.

The Company will provide training and certification opportunities based on customer volumes to all Edmonton based drivers who agree to regularly perform the various assignments.

2. After the original dispatch of the day, subsequent loads shall be dispatched in rotation, based on availability.

Note: Availability is defined as the driver being empty at destination and having dispatch establish an estimated time of arrival at Edmonton yard or at the next load assignment.

3. The Company shall assign overtime hours whenever possible in order of seniority. The Company maintains the right to limit overtime whenever possible.

Applicable to Edmonton based drivers

Drivers or Stewards who have an issue or complaint relating to the application of the dispatch rules shall upon request be afforded the opportunity to review the dispatch and ask questions of the Company representative designated by management, this does not include photocopying and removing the records from Company premises by the driver or steward. The purpose of this is to establish positioning for first in first out. The Company shall maintain available at the terminal the dispatch records for the most recent sixty (60) calendar days.

Alberta Deck – Multi-classification premium (Deck Division)

A Deck driver working in Alberta who is trained and can and does regularly perform a variety of liquid and deck work assignments will be paid the applicable premium for all work assigned in Alberta. A driver who refuses/unable to perform any such work will not receive the premium until the driver resumes multi-commodity assignments. The Company shall prepare and post a list of drivers that are trained, certified and eligible for the premiums below:

Multi-Classification Premiums;

1. AB Driver trained on one category only = current rate of pay.
 2. AB Driver with 2 Categories/classifications = \$1.00 per hour premium. Mileage paid trips will have a \$0.02 per mile premium
 3. AB Driver with 3 or more Categories/Classifications = \$2.00 per hour premium. Mileage paid trips will receive a \$0.04 per mile premium
- Premiums paid only on the miles and hours of work with Alberta, with exception of Meadow Lake, **Lloydminster and Saskatoon**, SK and any new destinations that would be mutually agreed to by both parties.
 - AB Driver must be fully trained on all products within the category or classification and be competency tested as such before receiving the Multi-Category premium.
 - The AB Driver must maintain his competency and certifications as needed to continue with premium.
 - AB Driver must agree to additional product training in each category/classification as products are added to the category.

Classifications are inclusive but not limited to the following products;

- Deck = All products that can be hauled on any open deck configuration including but not limited to all axle combinations and deck differentials (example: flat-deck, step-deck, double-drop, trombone, super-B, etc.), etc.
- Dry = products that cannot be hauled on a Deck only, Petroleum coke, Grain, Salt, Soda Ash, plastic pellets and or powder, wood pellets, sand, gravel, lime, magnesium-oxide, etc.
- Liquid = All Class 3 Petroleum products, Class 5 Oxidizers, class 8 Corrosives, Hydrogen Peroxide, Non-regulated liquids, etc.

Signed this 17TH day of December, 2021.



Les Kauk, Vice President/Business Agent
General Teamsters Local Union 979
WCCT Delegate



Clint Campbell, Business Agent
General Teamsters Local Union 362



Brent Hildebrandt
Vice-President, Bulk Division
Kleysen Group Ltd



Christiane Devlin
Manager, Human Resources
Kleysen Group Ltd

Letter of Understanding 3

Between

Kleysen Group Ltd

And

Teamsters Local 362/395/979

Training Premiums

The following premiums will be paid to the designated trainers within Bulk, Deck Linehaul and AB Regional. The Company will designate the number of trainers and the trainer qualification requirements, and the following are the guidelines & criteria:

- Trainers will have the necessary certifications and qualifications to train on various equipment, commodities, and have demonstrated a strong approach to Safety, compliance, and customer requirements.
- Kleysen will designate the total number of Trainers and that may change from time to time.
- The Company shall post the available Trainer opportunities and any driver interested shall provide written notice of their interest to be considered a Trainer.
- Once designated a Trainer, the Trainer agrees to adhere to training guidelines & train the trainee(s) assigned.
- If a Trainer wishes to resign from training duties and/or is removed as a designated Trainer, the Company and the Trainer agree to provide 2 weeks' written notice. The training allowance will be removed as per the Trainer's last day of notice and the subsequent bi-weekly allowance will not be paid.

Due to the nature of the various training needs by business unit and/or terminal. The following training allowance shall apply:

- Deck linehaul & AB Regional Edmonton - the training allowance will be \$300/month/\$138.46 bi-weekly and shall be paid on a bi-weekly basis.
- Bulk - a Trainer allowance of \$55.00 per day for each day of training.

The above is in effect for duration of this Agreement.

Signed this 17TH day of December, 2021.



Les Kauk, Vice President/Business Agent
General Teamsters Local Union 979
WCCT Delegate



Clint Campbell, Business Agent
General Teamsters Local Union 362



Brent Hildebrandt
Vice-President, Bulk Division
Kleysen Group Ltd



Christiane Devlin
Manager, Human Resources
Kleysen Group Ltd

KLEYSEN HIGHWAY DISPATCH PRINCIPLES

The Kleysen dispatch rules are based on the principles of respecting driver seniority, dispatching loads fairly and providing sufficient flexibility to deal with unique driver and customer situations, which may arise from time to time.

Our goal is to create a dispatch system, which optimizes driver, customer and operational needs.

1. Drivers shall be dispatched on a first in first out basis (FIFO), provided the driver has the necessary qualifications to perform the work, and sufficient hours of service to complete the assignment

(FIFO) dispatch is based on a planned time of availability (PTA), or based on the mileage from the delivery point or the loading point to the destination point divided by fifty-two miles per hour (52mph) or such later time as reported to dispatch by the driver. The PTA shall not be used to circumvent the regular book-off provisions of the Collective Agreement. Example: A return based on the PTA is ten (10) hours and the Employee suggests a PTA which is not consistent with the mileage PTA calculation by more than four (4) hours, other than instances of hours of service, road closures or issues beyond the employee's control.

2. Where drivers are booked off or on vacation they will notify their DSR of the date and time they will be available for dispatch. This date and time will serve as their ETA, and they will be dispatched according to FIFO principles.
3. Drivers away from their domiciled location shall be dispatched first in order of rotation amongst other non-domiciled drivers.
4.
 - a) Where a driver is available and either requests or agrees to provide service on trips in another division such driver shall remain in the original position in the driver's own division provided that such driver does not exceed 750 miles driving. It is understood and agreed that a driver from another division will not be dispatched until the employees in the division have been given first opportunity for the work.
 - b) Where a driver is available and either requests or agrees to provide service on short trips within his own division, such driver shall remain in his original position in his division provided that such driver does not exceed 500 miles driving.

FIFO dispatch will be posted on a daily basis Monday through Friday in a place mutually agreed by the parties that is accessible to drivers at all times.

KLEYSEN CITY DISPATCH PRINCIPLES

The Kleysen dispatch rules are based on the principles of respecting driver seniority, dispatching loads fairly and providing sufficient flexibility to deal with unique driver and customer situations, which may arise from time to time.

Our goal is to create a dispatch system, which optimizes driver, customer and operational needs.

1. City Drivers in order of seniority shall be offered available daily start times provided they are qualified to perform the work.
2. After the original dispatch of the day, subsequent loads shall be dispatched in rotation, based on availability.

Note: Availability is defined as the driver being empty at destination and having dispatch establish an estimated time of arrival at the Kleysen Group Ltd., or at the next load assignment.

3. The Company shall assign overtime hours whenever possible in order of seniority. The Company maintains the right to limit overtime whenever possible.

Applicable to both Highway and City Dispatch Principles

Drivers or Stewards who have an issue or complaint relating to the application of the dispatch rules shall upon request be afforded the opportunity to review the dispatch and ask questions of the Company representative designated by management, this does not include photocopying and removing the records from Company premises by the driver or steward. The purpose of this is to establish positioning for first in first out. The Company shall maintain available at the terminal the dispatch records for the most recent 60 calendar days.