

COLLECTIVE AGREEMENT

BETWEEN:

MacCOSHAM CARTAGE CO. LTD
COMMISSION OPERATOR DIVISION
Calgary, Alberta
(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")
OF THE SECOND PART.

THIS AGREEMENT TO COVER EMPLOYEES WORKING AT
C.P. INTERMODAL YARD, CALGARY, ALBERTA

MARCH 1, 2024 – MARCH 31, 2029

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ARTICLE NO. 1 - BARGAINING AGENCY

- 1.1 The Union is recognized as the sole bargaining agency for the purpose of collective bargaining during the life of this Agreement, and thereafter, until such time as the bargaining unit elects another bargaining agent of their choice in accordance with the Labour Act. The Alberta Labour Relations Board has issued Certificate Number C2160-2023 that applies to this Collective Bargaining Agreement.
- 1.2 In the event an entire business or any part thereof is relocated, sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings such business or any part thereof will continue to be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE NO. 2 - POSTING OF AGREEMENT

The Company will provide a bulletin board for the posting of this Agreement, and for such notices as the Union may from time to time wish to post.

ARTICLE NO. 3 - UNION SECURITY

- 3.1 All full-time employees covered by this Agreement, who have been employed for seven (7) calendar days, shall as a condition of employment pay the monthly Union dues as regular Members of the said Union, or the equivalent thereof.
- 3.2 All employees who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

The Employer agrees that when it hires new employees, the Employer shall have such new employees complete the required Union Application for Membership cards prior to commencing work and submit to the Union office by agreed upon means.

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

New Member initiation fee: \$100.00

Monthly Union dues: 2.5x base hourly rate (rounded to nearest whole number) + \$4.00.

Example: \$30.00 / hour x 2.5 = \$75.00 + \$4.00 = \$79.00 / month.

*Rates are subject to change based on the Union's requirements.

The Employer shall deduct the monies from the first two (2) pays of an employee each month and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

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

The Monthly Check-Off list will reference any;

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

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

There shall be no responsibility on the part of the Company with respect to employment of probationary employees should they be laid off or discharged during the probationary period.

- 3.3 When additional regular employees are required, the Company will give consideration to Union Members, recommended by the Union.
- 3.4 Except as otherwise herein provided, all storing and handling of merchandise, or other goods or materials, shall be carried on by employees of the Company, Members of the Union, where such work is under the control of the Company.
- 3.5 Temporary employees will not be used for the purpose of handling merchandise or other material while the Company has regular employees available.
- 3.6 The Company shall have the right to utilize contractors to perform work, provided that no employee on the seniority list is laid off as a result of utilizing contractor services.
- 3.7 a) An employee shall be considered a regular employee of the Company when:
 - i. The employee has completed the probationary period;
 - ii. The employee makes himself/herself available to the Company for full-time employment, or part-time employment, or as the employee may be needed;
 - iii. The employee has fully qualified in regard to the Company-approved physical examination or other normal Company requirements.
- b)
 - i. Full-time employees are defined as those who have a scheduled shift equalling at least sixty (60) hours per pay period;
 - ii. Part-time employees are defined as those who work less than fifty-nine (59) hours per pay period.

- c) A casual employee shall:
 - i. Be hired on an incidental and temporary basis, to provide for additional manpower;
 - ii. Be given first opportunity to qualify as regular employees as openings become available and will then be placed at the bottom of the regular employees' Seniority List, providing they meet all Company qualifications and requirements.
- 3.8
- a) All newly hired regular employees shall be considered as probationary employees for the first ninety (90) calendar days of employment.
 - b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work, or discharged, during the probationary period.
 - c) On completion of ninety (90) days of probationary employment, such employees shall be entitled to all rights and privileges of this Agreement.

ARTICLE NO. 4 - GENERAL

- 4.1
- a) The Parties hereto recognize that all the clauses and stipulations of this Agreement are subject to the Grievance Procedure.
 - b) The Union shall appoint or elect such number of Shop Stewards as the Union deems necessary and shall notify the Company of such appointment or election. Such Shop Stewards shall have twelve (12) months continuous service with the Company. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.
 - c) The Company shall allow time off without pay to any employee who is serving on a Union Committee, or as a Delegate, providing all requests for time off are reasonable, and/or do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.
 - d) Authorized agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to Union contract clauses and shall in no way interrupt the Company's working schedules. Where the company operates on and from another company or customer, property or facility, the Union agrees additional permission from the company will be required before the Union agent can have access. A reasonable amount of time not less than 24 hours is required to arrange for permission and access unless accompanied by a company officer.
 - e) The Company will indicate the amount deducted for Union dues, in the appropriate box on the employees' T-4 Slips.
 - f) The Company and Union shall establish, during the term of this Agreement, a Labour/Management Committee. This committee will be advisory in nature and will meet to discuss and recommend on matters concerning operations. Each Party will endeavour to inform the other, in advance, of the subjects that they wish to discuss at these meetings.

- g) The necessity of the classification of a Lead Hand will be at the discretion of the Company and they will be a regular employee who will direct the work of the others while performing the same work themselves. They will not have the authority to directly hire, fire, suspend or discipline employees.

They will be a Member of the Union.

Seniority in the unit shall prevail for layoff purposes or shift discontinuance.

Where the Company designates that a Lead Hand is required, a bid will be posted, and the position will be filled with a qualified person that applies for the position. An employee who wishes to receive training to qualify for a Lead Hand position can request such training in writing to the Company.

The Company shall have full discretion in the selection of the Lead Hand and full determination whether lead hand is required however, when qualifications are equal in every respect, the most senior employee will be given preference. Such bids for that position will be posted for seven (7) days.

ARTICLE NO. 5 - SENIORITY

- 5.1 Seniority shall be based on the length of continuous service an employee has been on the payroll, subject to Section 5.2 of this Article. Seniority shall be by location within this Agreement.

For employees covered by this Collective Agreement, seniority shall be specific to this bargaining unit, and two (2) separate groups or units for seniority purposes shall be recognized:

Unit #1 - Machine Operators and Yard person/Ground person

Unit #2 - Maintenance Shop Employees

The Company will post and maintain seniority lists. Such up-to-date lists will be posted each month of the year. Copies of current lists will be provided to the Local Union, via email to the affected Business Agent. Any employee wishing to protest seniority must do so within thirty (30) days of the posting of the seniority lists.

Seniority will be maintained in the reduction and restoration of the working force, provided the senior employee is qualified for the remaining job. Any employee wishing to transfer from one unit to another unit will make an application to the Company in writing and will be given preference over a new applicant provided the employee can meet the Company qualifications.

When an employee transfers from one unit/seniority list to another unit/seniority list, they may retain their seniority in their former unit for a maximum of seven (7) calendar days. At the expiry of these seven (7) calendar days, such employee must relinquish their seniority rights within the former unit or revert back to their previous seniority status.

An employee wishing to transfer from one seniority list to another will be afforded the right to do so, as per their Company seniority, but shall not displace/bump another employee in the affected unit/seniority list. Regardless of an employee's place on the seniority list, every employee will always maintain their overall Company seniority.

- 5.2 An employee shall lose all seniority rights for any one or more of the following reasons:
- a) voluntary resignation
 - b) discharge for cause
 - c) failure to return to work after layoff under Section 5.3 of this Article
- 5.3
- a) Seniority shall prevail within the Company in the event of layoffs, with the junior employee covered by this Agreement being laid off first, providing the senior employee is capable of performing the remaining work.
 - b) The Company agrees to rehire laid off employees on a seniority basis, commencing with the last employee laid off. When recalling any employee to work after being laid off, the employee shall be notified by phone, email, or failing the first two (2) options, registered mail, directed to the employee's last known address, and such employee will be allowed seven (7) days to report to work.
- 5.4 Daily call-in Monday through Sunday, will be on a seniority basis. Preference of overtime shall be given to senior employees, but the employee shall have the right to decline; however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

An employee who has worked a total of one (1) shift of overtime in a week, shall not be required to work any further overtime that week, provided the employee notifies the Employer of their intent. The Employer shall post a weekly overtime list. Employees looking for the overtime work shall sign the list indicating the day of preference.

- 5.5
- a) Company-authorized Leave of Absence, for any other reason than ill health, shall be in writing, and will consist of a maximum of thirty (30) days. Any extension of Leave of Absence over thirty (30) days shall be in writing, and agreed upon by the Union, the Company, and the employee concerned.
 - b) In the event that a driver shall suffer revocation of Driver's License, and other employment is not available within the Company, the employee shall be granted a Leave of Absence for the duration of the revocation, providing the reason for revocation did not occur while at work, or driving Company equipment unless by mutual agreement the maximum leave shall be one hundred and twenty (120) days.
- 5.6
- a) Seniority will prevail for the purpose of shift preferential, equipment, new jobs, or vacancies within the Company, providing that the employee is qualified, but there shall be no job bumping privileges. Any new job or vacancy on existing jobs, shall be posted for seven (7) days for bid.
 - b) It is agreed between the Company and the Union that once each year all employees may bid to transfer to other start times within their classification, providing they have the necessary qualifications and seniority.

The bid will be held annually in the month of July and will be posted for seven (7) days commencing on the first (1st) of that month. The bid will show the number of departmental shifts starting times and or special operations. Each employee will be brought into the office in order of seniority to sign the bid at which time the employee must indicate their

preference. The transfer of employees will be affected commencing on the first (1st) Sunday of the month in August. The results of the bid will be posted for at least seven (7) days prior to the annual change and the Local Union's area office concerned will be given copies when completed.

Employees who are away from work will be contacted by the Employer via phone call to confirm their preference.

Employees can only move from dayshift to nightshift or nightshift to dayshift when a vacancy is posted.

- c) In emergency situations where the Employer requires employees to work outside of their bid position, they will only use employees that are qualified for the work. This work would be allocated by seniority, allowing senior employees the option and/or requiring junior employees to work to fulfill the Company needs.

5.7 The Company will post and maintain Seniority Lists. Such up-to-date lists will be posted each month of the year. Copies of current lists will be provided to the Local Union. Any employee wishing to protest seniority must do so within thirty (30) days of the posting of the Seniority Lists.

Seniority Lists will be made up as follows:

A master Seniority List of all employees covered by this Agreement, showing the official date each employee became employed as a regular employee.

- 5.8 a) When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence to take a position within the Company which is beyond the sphere of the bargaining unit, the employee may retain his/her seniority for a maximum of ninety (90) days within the former unit.
- b) At the end of this period of ninety (90) days, the employee must exercise their seniority rights by returning to the former unit or relinquish all such seniority rights.

Other Leave of Absence – When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence to take a position within the Union which is beyond the sphere of the bargaining unit, the employee may retain their seniority for a maximum of one (1) year within the former unit.

ARTICLE NO. 6 - SAFETY CONDITIONS

6.1 It shall be the duty of the employee to report in writing on the appropriate forms of the Company, promptly but not later than the end of their trip or shift, all safety and/or mechanical defects on the equipment which they operated during that shift or trip. If the driver fails to notify the Company of any equipment defects, the employee shall be subject to reprimand. The Company agrees to ensure daily equipment pre-trip inspection reports have the optionality to add external e-mail addresses, in order for the employee to receive a copy for their records.

6.2 It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.

6.3 In the event the repairs cannot be affected, the equipment will be correctly identified and be kept out of service until repaired. In the event a dispute arises as to the safety condition of a unit, the Supervisor will provide the employee a report on the condition of the equipment indicating the unit is safe to operate.

- 6.4 In order to provide adequate vision for any employee operating trucks or heavy equipment, the Company will endeavour to provide proper tools and time to maintain their windows and mirrors.
- 6.5 The Company will endeavour to keep speedometers in proper working order, and all units will be supplied with fire extinguishers.
- 6.6 The Company agrees to maintain clean, sanitary washrooms, having hot and cold running water, with toilet facilities at its main terminals and garages.
- 6.7 The Company shall provide clean and adequate lunchrooms for its employees at its main terminals, where such lunchrooms are used by the employees.
- 6.8 The Company will install fire extinguishers and First Aid kits in all units in compliance with the Workers Compensation Act. The onus will be on the employee to report all shortages to the Lead Hand, Supervisor or Manager.

ARTICLE NO. 7 - HOURS OF WORK

- a) Every employee will be paid one and one-half (1 ½) times the regular rate of pay for all hours worked exceeding their normal scheduled hours for the pay period. Employees who missed days during the pay period will be offered the opportunity to work on their days off at straight time for all hours missed, until they reach their normal scheduled hours for the pay period.
- b) Regular employees reporting for duty on a call-out or call-back basis, inconsistent with their regular scheduled working day or shift, shall be guaranteed a minimum of four (4) hours pay at the appropriate rate of pay.

ARTICLE NO. 8 - CLASSIFICATIONS AND RATES OF PAY

8.1

<u>YARD EMPLOYEES</u>		Day 1 of Ratified CBA	July 15 2024	July 15 2025	July 15 2026	July 15 2027	July 15 2028
		0.00%	2.00%	2.50%	2.50%	2.00%	2.00%
	<u>Groundperson (Laborourer)</u>						
-\$1.50	First 90 days	\$18.50	\$18.90	\$19.41	\$19.93	\$20.36	\$20.80
-\$1.00	91 - 180 days	\$19.00	\$19.40	\$19.91	\$20.43	\$20.86	\$21.30
-\$0.50	181 - 270 days	\$19.50	\$19.90	\$20.41	\$20.93	\$21.36	\$21.80
	Full Rate	\$20.00	\$20.40	\$20.91	\$21.43	\$21.86	\$22.30
	<u>PPS Utilityperson</u>						
-\$1.50	First 90 days	\$20.92	\$21.37	\$21.94	\$22.53	\$23.01	\$23.50
-\$1.00	91 - 180 days	\$21.42	\$21.87	\$22.44	\$23.03	\$23.51	\$24.00
-\$0.50	181 - 270 days	\$21.92	\$22.37	\$22.94	\$23.53	\$24.01	\$24.50
	Full Rate	\$22.42	\$22.87	\$23.44	\$24.03	\$24.51	\$25.00
	<u>Shunt Driver</u>						
-\$1.50	First 90 days	\$23.10	\$23.59	\$24.22	\$24.86	\$25.39	\$25.93
-\$1.00	91 - 180 days	\$23.60	\$24.09	\$24.72	\$25.36	\$25.89	\$26.43
-\$0.50	181 - 270 days	\$24.10	\$24.59	\$25.22	\$25.86	\$26.39	\$26.93
	Full Rate	\$24.60	\$25.09	\$25.72	\$26.36	\$26.89	\$27.43
	<u>Toplift Operator</u>						
-\$1.50	First 90 days	\$26.45	\$27.01	\$27.72	\$28.45	\$29.05	\$29.66
-\$1.00	91 - 180 days	\$26.95	\$27.51	\$28.22	\$28.95	\$29.55	\$30.16
-\$0.50	181 - 270 days	\$27.45	\$28.01	\$28.72	\$29.45	\$30.05	\$30.66
	Full Rate	\$27.95	\$28.51	\$29.22	\$29.95	\$30.55	\$31.16

<u>SHOP EMPLOYEES</u>	Day 1 of Ratified CBA	July 15 2024	July 15 2025	July 15 2026	July 15 2027	July 15 2028
		2.0%	2.5%	2.5%	2.0%	2.0%
<u>Mechanic Helper</u>						
Start	\$20.91	\$21.33	\$21.86	\$22.41	\$22.86	\$23.31
3 months Qualified	\$21.42	\$21.85	\$22.39	\$22.95	\$23.41	\$23.88
6 months Qualified	\$21.93	\$22.37	\$22.93	\$23.50	\$23.97	\$24.45
1 Year Qualified	\$22.44	\$22.89	\$23.46	\$24.05	\$24.53	\$25.02
<u>Tire Technician</u>						
Start	\$20.91	\$21.33	\$21.86	\$22.41	\$22.86	\$23.31
3 months Qualified	\$21.42	\$21.85	\$22.39	\$22.95	\$23.41	\$23.88
6 months Qualified	\$21.93	\$22.37	\$22.93	\$23.50	\$23.97	\$24.45
1 Year Qualified	\$22.44	\$22.89	\$23.46	\$24.05	\$24.53	\$25.02
<u>Apprentice Trailer Technician (TT)</u>						
Applied to TT program	\$23.97	\$24.45	\$25.06	\$25.69	\$26.20	\$26.72
Completed TT Prog, not yet certified	\$24.99	\$25.49	\$26.13	\$26.78	\$27.32	\$27.86
900hrs or 1 yr (add)	\$1.02	\$1.04	\$1.07	\$1.09	\$1.11	\$1.14
900hrs & 1 yr (add)	\$1.53	\$1.56	\$1.60	\$1.64	\$1.67	\$1.71
<u>Certified Trailer Technician</u>						
Upon Certification	\$30.60	\$31.21	\$31.99	\$32.79	\$33.45	\$34.12
6 months Certified	\$32.13	\$32.77	\$33.59	\$34.43	\$35.12	\$35.82
1 year Certified	\$33.66	\$34.33	\$35.19	\$36.07	\$36.79	\$37.53
1.5 year Certified	\$34.68	\$35.37	\$36.26	\$37.16	\$37.91	\$38.67
2 year Certified	\$35.70	\$36.41	\$37.32	\$38.26	\$39.02	\$39.80

- 8.2 First ninety (90) days in a new position - one dollar and fifty cents (\$1.50) per hour less than the classification rate of pay.
- Second ninety (90) days (day 91 - 180) in a new position - one dollar (\$1.00) per hour less than the classification rate of pay.
- Third ninety (90) days (day 181 - 270) in a new position - fifty cents (\$0.50) per hour less than the classification rate of pay.
- The Company may waive the progression rate at the discretion of the Company. At the end of nine (9) months following successful qualification in a new position, the employee shall be at the full rate of pay.
- 8.3 Employees will receive a nine (9) hour rest between scheduled shifts or will be paid overtime rates for all hours worked on the following shift.
- 8.4 Employees whose shift starts between 4:59 p.m. - 3:59 a.m. shall receive a night-shift premium of one dollar and twenty-five cents (\$1.25) per hour for the duration of that shift.
- 8.5 The Lead Hand will receive a three dollar (\$3.00) per hour premium above their hourly rate.
- 8.6 Any employee assigned to train an employee will be compensated a two dollar and thirty cent (\$2.30) per hour training premium for each hour spent training. To be eligible for the training premium, the Trainer must complete a daily training evaluation for and submit to the Company.

ARTICLE NO. 9 - PAYMENT and WORKING CONDITIONS

- 9.1 a) Wages shall be paid bi-weekly on the same day every two (2) weeks by direct deposit.
- The Company shall provide each employee covered by this Agreement with access to an itemized pay statement in respect to all payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the rate applicable, and all deductions made from the gross amount of wages.
- b) If an error occurs in the payroll computation of an employee's paycheck, and the amount is equal to one (1) days' pay or more, the employee shall be entitled on request to receive same within five (5) business days after the request. If an employee improperly completes a timecard or pay claim or does not turn them in immediately on completion of the trip or tour, any pay so affected will be included with the next regular pay period.
- c) Upon termination, either voluntary or discharge, the Company shall remit all money due to the employee as soon as possible and no later than ten (10) consecutive days after the end of the pay period in which termination occurred.
- 9.2 When an employee meets with a personal injury while on duty, which prevents the employee from completing the shift, the employee will be paid a sum equal to the average daily rate earned in the previous five (5) working days.
- 9.3 When an employee goes off work ill, or on Compensation, the Company shall continue to pay the Health and Welfare fees so that at all times the employee shall be protected to the utmost, provided:
- a) The employee reimburses the Company for that portion of such contributions made on their behalf, and is at no time more than three (3) months in arrears, and;

b) The period of such coverage shall not exceed twelve (12) months.

When an employee returns to work, the Company shall deduct from their earnings, any monies the Company has paid out in respect to their contributions.

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

9.4 Any Company or Government-required physical or medical examination, including drivers medical exams for the purpose of their vehicle operator's license, will be promptly complied with by all employees' provided however the Company will pay for all such physical or medical examinations. The Company and the employee will give each other twenty-four (24) hours' notice prior to such examination.

9.5 Any regular full-time employee who is required to perform Jury Duty on a day on which the employee would normally have worked, or attends court in response to a subpoena, only to give evidence as a witness concerning matters occurring during the regular course of employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or witness attendance, and the employee's regular straight time hourly rate of pay, for regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day, or forty (40) hours per week, less pay received for Jury Duty or witness attendance. The employee will be required to furnish proof of jury service or witness attendance, and Jury Duty pay, or witness fee received therefore, and the employee shall be responsible to account to the Company for witness fee received both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or witness attendance shall subject to this provision make themselves available for work before or after being required for such duty, whenever practicable. This clause will have no application for any employee on Leave of Absence, or when receiving benefits under Compensation or as otherwise covered in this Agreement.

9.6 Employees who have been employed by MacCosham for at least ninety (90) days are eligible for three (3) paid days of bereavement leave per calendar year for the death of an immediate family member. If the employee attends a service, the employee will be compensated for their regular hours lost from their regular shift, at their regular hourly rate, on any of the days prior to the service, the day of the service, and the day after the service.

Three (3) paid days per calendar year may be deferred to another time of the employee's choosing within thirty (30) days of the death, unless otherwise mutually agreed to by the Company and employee. In addition, if the service is in excess of two hundred kilometers (200kms) from the Calgary location, two (2) additional unpaid days will be granted for a total of five (5) days. Any employee who requests additional unpaid time off for bereavement will not be unjustly denied.

Employees with less than ninety (90) days of employment or in the event of the death of an extended family member, three (3) days of unpaid bereavement leave will be granted.

Immediate Family Members: Spouse, adult interdependent partner, or common-law partner, children, current or former foster children, current or former wards, parents, stepparents, current or former guardians, current or former foster parents, siblings, half-siblings, stepsiblings, grandchildren, step-grandchildren.

Extended Family Members: Grandparents, step-grandparents, aunts, uncles, step-aunts, step-uncles, nieces, nephews, a person the employee is not related to but considers to like a close relative.

9.7 The Company agrees to pay the full cost of any drivers abstract if required by the Company.

9.8 a) The Company will provide employees with the required personal protective equipment as outlined in policies and procedures specific to the operations and work being conducted.

Employees will be provided with an additional seventy-five-dollar (\$75.00) subsidy paid as reimbursement allowance for the purchase of safety boots meeting the minimum safety requirements outlined in Company and customer rules, policies, and procedures. Subsidies are administered once per year and renewed annually on January 1. New employees will be entitled to submit receipts after the conclusion of their probationary period.

Receipts must be provided to the Company through normal reimbursement procedures. Reimbursements will be administered on the employees' next pay deposit through normal payroll practices.

b) For employees whose regular position requires them to work inside a shop, coveralls and once per week laundry services will be provided and paid for by the Company. Full-time employees will be provided with eight (8) pair of coveralls. Part-time employees will be provided with five (5) pair of coveralls. The employee will be responsible for the care and control of coveralls assigned to them at all times. Any charges for lost or damaged coveralls assessed to the Employer may be passed onto the employee with advance notice.

9.9 All regular employees who have one (1) continuous year of service or more shall thereafter be entitled to three (3) paid sick days per calendar year with an annual renewal date of the employee's date of hire.

i. A day's pay for employees will be eight (8) hours pay at the regular hourly rate for the employees' classification.

ii. It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.

ARTICLE NO. 10 - STATUTORY HOLIDAYS

10.1 a) All regular employees who have completed thirty (30) days of employment and have qualified as regular employees, shall be entitled to the following Statutory Holidays:

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

In the event the Government of Alberta, declares any other holiday as a Statutory Holiday, the such-named holiday will be added to the above list.

- b) i. Employees will be paid for a Statutory Holiday, a sum equal to the average daily rate earned in the previous five (5) working days only.
 - ii. Employees who work on a Statutory Holiday will receive one and one-half (1½) times the rate earned on that day.
- 10.2 Employees shall be entitled to Statutory Holiday pay for the specified holiday, subject to the following qualifications:
- a) An employee shall not be entitled to receive pay for any Statutory Holiday where such holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever, or due to sickness or Compensation is excess of one (1) week.
 - b) Employees absent from duty, other than for proven sickness or Company authorization, on the day before the holiday, and/or the day after the holiday, shall not be paid for the holiday.
- 10.3 In the event any of the above-mentioned holidays fall during an employee's annual vacation, the employee shall receive an extra day off with pay, added to their vacation for each holiday.
- 10.4 In the event any of the above-mentioned holidays fall on an employee's regular day off, the employee shall receive one (1) additional day with pay for the holiday, or another day off with pay in lieu of the holiday. Should an employee work the aforementioned observed day, it shall be paid at the applicable overtime rate of pay. The Company will advise the employee at least five (5) days ahead of the holiday whether the employee will be required to work the holiday, or not.

ARTICLE NO. 11 - ANNUAL VACATIONS

- 11.1 A common anniversary date of January 1st will be set, whereupon the employee vacation entitlement will reset on January 1st of each year. Employee vacation entitlement shall be prorated for the first (1st) year of eligibility and future transition years of the employee vacation.

Every employee is entitled to, and shall be granted, a vacation with pay as follows:

- a) Two (2) weeks' vacation with pay after the completion of each year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the wages of the employee during the year in which the employee qualified for such vacation.
- b) Employees who have completed four (4) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks' vacation, with pay in an amount equal to six percent (6%) of the wages of that employee during the year in which the employee qualified for such vacation.
- c) Employees who have completed ten (10) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks' vacation, with pay in an amount equal to eight percent (8%) of the wages of that employee during the year in which the employee qualified for such vacation.
- d) Employees who have completed fifteen (15) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, five (5) weeks' of vacation, with pay in an amount equal to ten percent (10%) of the wages of that employee during the year in which the employee qualified for such vacation.

- 11.2 The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be determined by seniority, and Vacation Lists shall be posted in December of each year. The most senior fifty percent (50%) of the employees must indicate their choice of time before end of day December 15th, and the remaining employees shall then exercise their choice before end of day December 31st. Once this list is filled out and accepted by the Company, it shall not be changed unless mutually agreed to by the Company and the employee(s) concerned. Any employee not specifying a time of vacation within the above designated periods shall receive vacation at the discretion of the Company and shall be advised of such prior to the end of January.

The Company will allow the following number of employees on vacation at any one (1) time:

YARD - One (1) employee from each classification of day shift, and one employee from each classification from night shift to a maximum of two (2) employees from Days and two (2) employees from Nights, shall be permitted off at any one time. For the purpose of Annual Vacation, the classification of Ground Person and PPS Utility Person shall be considered the same position.

SHOP - One (1) employee from each shift rotation (e.g. Mon-Thu vs weekend rotation) to a maximum of two (2) employees, shall be permitted off at any one time.

- 11.3 An employee laid off, or leaving the Company, before completion of a full year of service, shall be entitled to a pro-rated vacation, with pay computed on the same percentage of wages during the portion of the year worked.
- 11.4 Vacation pay shall be paid out as a normal days' pay for each employees allocated vacation days. When an employee is booked off for vacation, the vacation pay will be paid on the normal direct deposit for the pay period that the vacation days were utilized.

Any surplus of vacation pay from the previous year, over and above the employees allotted days, will be paid out at the employees written request. If no request is made, the Employer will pay out the surplus on the first pay of March in the following year.

ARTICLE NO. 12 - MANAGEMENT RIGHTS

- 12.1 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 shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union and employees.
- 12.2 The Company shall always have the right to hire, and to discipline, demote or discharge employees for proper cause.

ARTICLE NO. 13 - MAINTENANCE OF STANDARDS

- 13.1 Employees temporarily assigned to lower rated positions shall not have their rates reduced. Employees requesting to be placed into a lower paid position, agree to receive the designated wage for said position. Requests may be declined at the discretion of the Company to protect the needs of the business.
- 13.2 Employees temporarily assigned to higher rates positions, exceeding three (3) shifts of continuous employment, shall receive the higher rate of pay.

ARTICLE NO. 14 - UNION CONTROVERSY

Employees shall make a good faith effort to perform their duties where a labour dispute exists. No employee shall be disciplined or discharged if the employee is unable to safely cross a picket line or perform duties, the employee shall contact their direct Supervisor if required.

ARTICLE NO. 15 - DISCIPLINE AND DISMISSAL

15.1 Any employee will receive a copy of any penalty, written reprimand, infraction, or warning letter placed on their file with a copy to the designated Union Representative. The incident causing such written reprimand or warning letter will remain on the employees file for a period of eighteen (18) months, respecting progressive discipline. The incident and noted disciplinary action will remain on the employees file for overall employment history purposes.

All penalties and reprimands must be issued to the employee within ten (10) business days from the time of the infraction(s) became known, or such penalties and reprimands shall become null and void. A written copy of the said reprimand will be forwarded to the Union. Extensions may be requested by the Company pending investigation and such extension will not be unreasonably denied.

15.2 When discussions take place with employees that are of a disciplinary nature, the employee shall be so advised that they have the option of having a Shop Steward or other Union Member present. The Company will only document the process to confirm a Shop Steward or Union Member was offered to the affected Member when representation is refused.

15.3 The Company will not discharge any employee without just cause and shall give at least one (1) warning notice in writing of the complaint against any such employee for discourtesy to customers, abuse of equipment, or any other cause considered sufficient by the Company. No warning notice need be given to any employee before the employee is discharged, if the cause for such discharge results from a of violation of Company drug and alcohol policy, breach of Company confidentiality policy, insubordination, dishonesty, or leaving the job without notice. The incident causing such written reprimand or warning letter will remain on the employees file for a period of eighteen (18) months, respecting progressive discipline. The incident and noted disciplinary action will remain on the employees file for overall employment history purposes.

15.4 Should any discharged employee feel that such dismissal is unjust, the employee may apply for a hearing of their case through the Grievance Procedure within five business (5) days of the date of discharge. Should it be found that an error has been made, the employee shall be reinstated and reimbursed for all time lost. Such reimbursement to be less all monies otherwise earned during the period in question.

15.5 An employee suspended or discharged away from the home terminal shall receive transportation to the home terminal. Additionally, an employee suspected, or in violation of the Company Drug and Alcohol Policy shall be provided transportation home.

ARTICLE NO. 16 - LOSS or DAMAGE

Employees will not be charged for loss or damage except where clear proof of negligence is shown, and if the employee concerned denies negligence the employee shall not be dismissed or laid off for non-payment unless the question of their negligence has been decided by arbitration. In no event will the Company deduct any monies from an employee's earnings unless the employee has signed the proper authorization.

ARTICLE NO. 17- GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustments and settlements shall be as follows:

- 17.1 **Step 1** - Any grievance or an employee shall first be taken up between such employee and the Supervisor. However, such employee will be entitled to representation by a Shop Steward or representative of the Local Union.

Time limit to institute a grievance:

- a) Termination or layoff five (5) business days
- b) All others ten (10) business days

- 17.2 **Step 2** - Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union, or Shop Steward, and the Supervisor. Such grievance shall be in writing and signed by the grieving employee.

- 17.3 **Step 3** - Failing settlement under Step 2, such grievance and any question, dispute, or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative, authorized by the President of the Company.

- 17.4 **Step 4** - If the grievance is not settled at Step 3, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P.) to render a decision. The Parties agree that such decision will be binding however will not set precedent in any future grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties.

Should the Parties not reach a mutual agreement to convene the Canadian Joint Grievance Panel; the matter will advance to Step 5 of the Grievance Procedure.

- 17.5 **Step 5** - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Alberta Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

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

ARTICLE NO. 18 - HEALTH and WELFARE PLAN

The Company will make MacCosham Inc. Employee Benefit Program available for its full-time employees who are Members of the Union and their eligible dependents coming under the jurisdiction of this Agreement.

Any full-time employee who is hired by the Employer after the effective date of the Health & Welfare Plan shall join the plan on the first (1st) day of the month immediately following ninety (90) calendar days from date of employment with the Employer.

The cost of the Plan shall be borne by the Company.

It shall then be the responsibility of the employee to cause such forms to be filled out, and completed by the employee's doctor, so that they can be processed in order.

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.

The Employer has the right to change benefits provider, from time to time and at its discretion, while ensuring that the benefits provided remain consistent and are no less than what was already in place.

ARTICLE NO. 19 - TERMINATION and AMENDMENTS

- 19.1 This Agreement shall remain in full force and effect as of March 1, 2024 and continue in full force and effect through March 31, 2024, and from year to year thereafter as hereinafter provided.
- 19.2 Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to such anniversary date of this Agreement.

SIGNED THIS 22 DAY OF March, 2024

ON BEHALF OF THE COMPANY:
MacCosham Cartage Co. Ltd.
Commission Operation Division



John Bonham
President & General Manager

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



Gary Hulowski
Business Agent



Varinder Chatha
Business Agent

APPENDIX "A"

TEAMSTERS PRAIRIE PROVINCES PENSION PLAN - ALL EMPLOYEES

- a) The Company will contribute ninety cents (\$0.90) per hour for each hour worked for any employee, as of the first of the month following two hundred and seventy (270) calendar days of full-time employment, to the Teamster Prairie Provinces Pension Plan.

This amount shall increase to ninety-three cents (\$0.93) per hour effective July 1, 2024.

This amount shall increase to ninety-six cents (\$0.96) per hour effective July 1, 2025.

This amount shall increase to ninety-nine cents (\$0.99) per hour effective July 1, 2026.

This amount shall increase to one dollar and two cents (\$1.02) per hour effective July 1, 2027.

This amount shall increase to one dollar and five cents (\$1.05) per hour effective July 1, 2028.

All amounts paid, are paid based on total hours worked and all employees are responsible to get the proper paperwork completed, however it is the Company's responsible for providing the paperwork and submitting it to the Teamster Prairie Provinces Pension Plan.

- b) Contributions and remittances referred to in a) above, will be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which will provide full instructions.
- c) Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows;
1. The Union will advise the Company, in writing, of any delinquency.
 2. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sundays and holidays, the Union may then request a meeting with the Company to provide for payment of funds.
 3. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.
- d) All employees who are seventy-one (71) years of age or older, will have pension contributions remitted to the Teamsters Prairie Provinces Pension Plan (T4P) only until December 31st in the year they turn seventy-one (71). Effective January 1st of the year following the year an employee turns seventy-one (71), all pension contributions owed will be directed to the employee by normal payroll process. These contributions will be treated as earnings and will therefore be subject to statutory payroll taxes and deductions.

APPENDIX "B"

Maintenance Shop Employees

SECTION NO. 1

- a) The Employer will provide an insurance plan to cover all Maintenance Shop Employees tools to a maximum of two thousand five hundred dollars (\$2,500.00) per tool. This insurance would cover a typical loss as defined within typical insurance policies such as theft, fire, and natural disaster. Should a claim be required the employee would have to cover the cost of the deductible for the amount of one thousand dollars (\$1,000.00). Upon request the Union will be provided a copy of the plan for review.
- b) The employer shall provide a tool allowance for full-time Maintenance Shop Employees up to a maximum of two hundred and twenty-five dollars (\$225.00) per calendar year. Employees must have completed one (1) full year of employment before becoming eligible for this allowance. Receipts must be provided to the Company through normal reimbursement procedures. Reimbursements will be administered on the employees' next pay deposit through normal payroll practices.
- c) Apprenticeship Bonus - The Employer will pay half of the cost of the fees for the Heavy Equipment Technician - Transport Trailer Mechanic technical training to a maximum of six hundred and twenty-five dollars (\$625.00). Half of this amount will be paid to the employee upon notification of acceptance to the technical training and the remaining half will be paid to the employee upon completion of that technical training. If an employee resigns within one (1) year of completing the technical training, the Company may withhold the full amount previously reimbursed on the final pay. It is further agreed that when an employee requests and enters into the technical training mentioned above, the Employer may assist the employee with payroll advances at the Employers discretion. Such requests will be administered fair and equitably. This program is available effective March 1st, 2024. The Company reserves the right to decline a second apprentice bonus, in the same calendar year for a second employee based on the amount of employees utilizing this request at one time, however the Company will not unreasonably deny such additional request.

SECTION NO. 2

- a) Full-time employees able to produce a valid and current welder's certificate will be paid two dollars and fifty cents (\$2.50) per hour premium.
- b) Any employee fulfilling the Lead Hand responsibilities, temporarily or otherwise, will be paid the Lead Hand premium of three dollars (\$3.00) per hour so long as they continue to manage the responsibilities of the Lead Hand role.