

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CONSOLIDATED FASTFRATE INC.**  
Edmonton, AB  
(hereinafter referred to as the "Company")  
**OF THE FIRST PART,**

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
affiliated with the  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
(hereinafter referred to as the "Union")  
**OF THE SECOND PART.**

August 1, 2021 – July 31, 2025

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## ARTICLE NO. 1 - SCOPE

- 1.1 This Agreement shall apply to all Union employees as enumerated.
- 1.2 All Union employees working for the Company as outlined in Section 2.1(a), and as enumerated in the following Appendices, hereunto annexed and forming part of this Agreement. All references to regular employees in this Agreement shall mean Union employees specific to their terminal.

Appendix "A" covers hours of work, overtime provisions, and rates of pay for all short line, city pick-up and delivery drivers, and dockmen.

Appendix "B" covers the Health and Welfare Plan

Appendix "C" covers the Pension Plan

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

## ARTICLE NO. 2 - UNION SECURITY

- 2.1 (a) The Company agrees to recognize the Union as the sole collective bargaining agent for the Union employees of the Company for whom it has bargaining rights, and for whom it has been granted voluntary recognition in the work categories falling within the jurisdiction of this Agreement. The Alberta Labour Board Certificate Number 12-95 applies to this Collective Bargaining Agreement.
- (b) It is recognized by this Agreement to be the duty of the Company, and of the Union, and of the Union employees, to fully co-operate individually, and collectively, for the advancement of conditions.
- (c) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the trucking and pool car industry.
- (d) The Union undertakes that no terms which are more advantageous than those contained herein will be extended to, or agreed with any competitor of the Company, without first notifying the Company or its bargaining agent of terms.
- 2.2 It is agreed that as a condition of employment, each employee shall upon hire, become and remain a member in good standing of the Union.
- 2.3 (a) Each new employee and owner operator, when hired by the Company, will be informed by the Company that he is to sign an authorization card, authorizing the Company to deduct from his earnings, Union Initiation Fees, Union Dues, and other accessorial charges as levied against him by the Union, and so indicated on the monthly check-off lists as provided by the Union.
- The Company shall remit all such deductions to the Union prior to the last business day of the month following the month in which the deductions were made. Dues will be payable one (1) month in advance.
- (b) Authorization cards shall be furnished by the Union, and shall be in accordance and as prescribed by the applicable Labour Relations Act.

- (c) The Company shall furnish to the Union a list of new employees and owner operators taken into employment by the Company, stating the initial date and location, within fourteen (14) days of their being hired, and all such employees and owner operators will be added to the current check-off list. Owner operators will be identified on such list.
- d) For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.
- e) The Employer agrees that when it hires new employees, the Employer shall have such new employees fill in the required Union Application for Membership cards prior to commencing work and mail same into the Union office.

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

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

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

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

The Monthly Check-Off List will reference any;

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

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

- 2.4 (a) The Company will not hire outside cartage or drayage to commence work between 0001 hours and 0900 hours, at those locations where the Company maintains a terminal and a city P&D fleet, or until such time as all Company employees have been dispatched.
- (b) Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials, including containers, shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company.

- (c) The Company shall not sell or lease equipment which has the effect of evading the terms of this Agreement.
- (d) Except as otherwise herein provided, all clerical and office functions shall be carried out by Union employees of the Company, members of the Union.

2.5 Provided that Section 2.4 is complied with, the Company may use:

- i. Single Trip Lease, and/or
- ii. Company Owner Operators,
- iii. The Company may use temporary manpower only after all employees have been offered the work. The Company shall pay twenty-five cents (25¢) per hour to the Advancement Fund for each hour worked by temporary employees on a quarterly basis. The parties shall meet quarterly to determine whether the use of temporary help should be reduced and full time workforce increased.

provided that:

- a) Such Owner (lease) Operator becomes and remains a member of the Union, in good standing, and be bound by all Company rules and regulations, the same as if he were a Company employee, and
- b) Whenever the term "Owner Lease Operator" is use, it means an Owner Operator who drives his own equipment.
- c) In no event shall there be more than one (1) Owner Operator on a truck.
- d) The Company shall maintain a base fleet ratio of sixteen (16) power units within the Branch. Provided the base fleet ratio is complied with, the Company shall be allowed to employ owner-operators, and/or use hired cartage. The power unit reduction to sixteen (16) power units will be in accordance with Letter of Understanding #4.
- e) The Company shall post a daily dispatch sheet outlining the area and amount of work performed in each area.

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

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

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

- a. he has completed his probationary period,
- b. he has made himself available for full-time employment, or as he may be needed,
- c. he has no other outside employment which will in any matter interfere or reflect upon his employment with the Company, and

- d. he has fully qualified in regards to the Company-approved physical examination, or other normal Company requirements.

2.7 **Part-time Union Employees**

- (a) All persons employed to supplement the regular hourly work force, to provide additional help on an incidental basis, to cover peak work periods, shall be classified as part-time employees.
- (b) Upon completion of one hundred and twenty-eight (128) hours of work within any thirty (30) calendar days, an employee shall become a regular employee, and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that thirty (30) calendar day period.

Upon completion of three hundred and eighty-four (384) hours of work within any ninety (90) day period, a Warehouse employee hired after the 2016 date of ratification shall become a regular employee, and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that ninety (90) calendar day period.

- (c) A part-time Union employee shall:
  - i. be carried on a part-time roster and, where practicable shall be called into work according to their position on the roster.  

Where an employee has outside gainful employment, he shall not be carried on the part-time roster ahead of an employee who has no outside gainful employment.
  - 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.
  - iii. not drive trucks or other mobile equipment, except when regular employees are unavailable for duty.
  - iv. not be called into work outside an established shift.

2.8 The necessity of the classification of a Leadman (Chargehand) shall be at the discretion of the Company, and he shall be defined as:

An employee who shall direct the work of the others, while performing the same work himself. He shall not have the authority to directly hire, fire, suspend, or discipline employees.

He shall be a member of the Union.

Seniority in the unit shall prevail for layoff purposes.

Where the Company designates that a Leadman (Chargehand) is required, a bid will be posted, and the position will be filled with a qualified person who applies for the position.

The Company shall have full discretion in the selection of the Leadman (Chargehand), however when qualifications are equal in every respect, the most senior man will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

- 2.9 Supervisors, and other employees of the Company outside the scope of this Agreement, shall not perform the regular duties of employees within the bargaining unit.

### **ARTICLE NO. 3 - MANAGEMENT RIGHTS**

- 3.1 (a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- (b) The Company shall always have the right to hire, and to discipline, demote, or discharge employees for proper cause.
- (c) Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, operations, properties, or any part of its parts thereof. However, the Company will provide thirty (30) days advance notice, if possible, to the directly affected employees and the Union, of a terminal closure.

### **ARTICLE NO. 4 - GENERAL MATTERS**

- 4.1 (a) The Company will provide bulletin boards at its terminals on which to post changes in Company rules and regulations, and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.
- (b) An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history, however the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee, if the incidents are unrelated, or if such written reprimands or warning letters are more than twelve (12) months old.

All penalties and reprimands must be issued to the employee within five (5) days (excluding Saturdays, Sundays, and General Holidays or when the employee is on vacation) from the time the infraction(s) became known, or such penalties and reprimands shall become null and void. A written copy of the reprimand will be forwarded to the Union. Extensions may be requested by the Company pending investigation and such extension will not be unreasonably denied. Any suspensions will be served consecutively starting on the next regular scheduled shift for the affected employee.

- (c) The Parties hereto recognize that all Clauses and stipulations of this Agreement are subject to the Grievance Procedure, except as otherwise provided herein.
- (d) Time spent by employees in Government or Company-directed training or instruction shall be paid for at the straight-time rate.
- (e) Wherever possible, grievances shall be processed during the normal working hours of the Shop Steward. A Shop Steward shall receive his regular hourly rate of pay when grievances or pending grievances are processed with the Company, on Company property, or at any other place which is mutually agreed upon by both the Union and the Company.
- (f) The payment of the Shop Steward for time spent processing a grievance shall not exceed his regular hourly rate of pay, and shall not be extended beyond the Branch Manager's Step of the Grievance Procedure.



- (g) The Union will inform the Company in writing of the name of the Shop Steward, and any subsequent change in the name of the Shop Steward. The Company shall not be asked to recognize any Shop Steward until such notification from the Union has been received.
- (h) The Company will notify the Union prior to the dismissal of any Shop Steward.
- (i) For the purpose of processing specific grievances or disputes, business representatives and Shop Stewards shall have relevant time cards and personnel disciplinary records made available to them, on request, at the terminal, during the office hours of the Company.
- (j) This Agreement shall be binding upon the Parties hereto, or their successors, administrators, executors, and assigns. In the event an entire business, or any part thereof, is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business or any part thereof shall, without recourse to the vending Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (k) Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed terminals, plug-in outlets, where necessary, and car parking space, will be made available to regular employees.
- (l) The Company shall pay the regular hourly rate of pay to each employee compelled to attend a Company meeting.

4.2 **Health and Welfare Protection** - When an Union employee goes off work ill, or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay both his Health and Welfare Fees and Union Dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of the three (3) months, the affected employee must clear up his deficit, upon so doing he will be eligible for a further three (3) months protection. When an employee returns to work, the Company shall deduct from his earnings, any monies the employee would normally have paid. In the event an employee does not return to work, any money owing will be deducted from the employee's vacation pay on termination of employment. Should insufficient funds be available, and the employee refuses or neglects on demand at his last known address to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.

The employee shall be notified when he is three (3) months in arrears, and the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

4.3 **Bereavement Leave** - Regular Union employees shall have bereavement leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, bereavement leave on any of his normal working days that occur during the five (5) days immediately following the day of death.

In the event the funeral is held on an employee's regular work day other than the five (5) days immediately following the day of death, the employee will be granted, upon request, leave on that day to attend the funeral.

The employee will be compensated at his regular straight-time hourly rate for hours lost from his regular schedule for the bereavement leave in the five (5) working days immediately following the day of death.

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

Step-father and step-mother will be recognized, provided such step-father or step-mother had the status of the employee's father or mother.

In the event of the death of the employee's grandfather or grandmother, or the employee's spouse's grandfather or grandmother, the conditions of this Article will apply only if the employee attends the funeral.

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

The Company may require an employee to provide proof of death of a member of the immediate family. Such proof will include place, time and date of death.

Employees who must travel beyond one hundred (100) miles to attend the funeral shall be entitled to one additional day's pay provided they attend such funeral.

- 4.4 **Jury Duty** - Any regular full-time Union employee who is required to perform Jury Duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or Witness Fee, at his regular straight-time hourly rate of pay for his regular scheduled hours of work.

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

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

The employee will be required to furnish proof of Jury Service, or Witness Attendance, and Jury Duty pay or Witness Fee received. Any employee on Jury Duty, or called as a witness, shall subject to this provisions make himself available for work before or after being required for such duty, whenever practicable.

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

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

#### 4.6 Physical Examinations

- (a) If the Company requires that job applicants have a physical examination prior to hiring, such examination shall be made by the doctor chosen by the Company, and the cost of such examination shall be borne by the Company.
- (b) Drivers that have completed one (1) or more years of employment with the Company, and who are required to take a Government physical or I.C.C. medical examination for the purpose of their vehicle operator's license, will, upon receipt of their Doctor's report, make it available to the Company for copying. The Company will then reimburse the driver the cost of such physical examination, upon presentation of a receipt showing the driver has paid for such examination.
- (c) Any Company-requested physical or medical examinations after the date of employment shall be properly complied with by all employees, providing however that the Company shall pay for such physical or medical examination, and for any time lost as a result thereof, during his normal working hours.
- (d) Any employee who fails to pass a Company physical examination may, at his option, have his case reviewed in the following manner:
  - i. He may employ a qualified medical examiner of his own choosing, and at his own expense, for the purpose of obtaining a second physical examination report.
  - ii. A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
  - iii. In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, agree upon and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee.
- (e) The decision of the medical specialist shall be final and binding on the Parties involved, and the employee shall not suffer loss of wages if the decision of the medical specialist is in favor of the employee, and the employee is fit to return to his former classification.

Hourly paid employees shall be compensated at the rate of eight (8) hours per day, with a maximum of forty (40) hours per week.
- (f) The expense of employing a disinterested medical examiner shall be borne half (1/2) by the Union, and half (1/2) by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.
- (g) If the Company requests the employee to upgrade his license, the appropriate equipment will be provided for test purposes, and the employee will receive his regular rate of pay during the test period.

If an employee requests appropriate equipment for test purposes to upgrade his license, or for license renewal, it shall be provided by the Company if and when available.

Should a driver lose their licence, or have it suspended they shall report it to the Company immediately. A regular employee driver will not be discharged as a result of the first loss or suspension of their drivers' license. If a driver loses their license, they will be able to apply their seniority and bump into another position that they qualify for. In such a case, when the employee regains their license, they will resume their former driving duties, seniority and shift.

However, such reclassification may be authorized only once to an employee who suffers such revocation of his drivers' license.

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

4.8 (a) In the city, all vacancies will be posted for forty-eight (48) hours for bids. Seniority shall prevail for shift preferential, new jobs, or vacancies, provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shifts by a layoff or shift discontinuance or as per Article 4.6 (g). The senior employees may exercise their seniority over junior employees, and be placed on a shift of their choice. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

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

(b) In all bids referred to in this Section, the Company will designate the successful bidder or bidders, except when the employee is on vacation, or on days off, or otherwise prevented from bidding, and when he returns he will be given an opportunity to bid. If senior bidders are not assigned, the reasons thereto will be given to such senior employees.

(c) Where there is temporary absence of an employee, for reasons other than vacation, on a regular shift, and it is known that this absence will be in excess of fifteen (15) working days, the Company will post this shift for bid as a temporary absence.

When the absent employee returns to work, all the employees that changed position due to the bidding process created by the temporary absence will return to the position held prior to the bidding process. In the event the absent employee does not return to work, the position bid and awarded shall be considered permanent.

4.9 If the Company requests employees to take additional training, such training shall be paid by the Company. All time taken for such training shall be paid at the employees' applicable rate of pay.

#### 4.10 Clerical Staff

The Parties agree that the effective and efficient service to customers is of primary importance and that overtime may be required to accomplish this objective.

1. Management will be attentive to employees who may be performing work prior to their shift, during scheduled break times, or at the end of their regular shift. Management will speak with the employee to determine if overtime is required or whether the outstanding tasks can be held over until the employee's next shift. Employees are not expected to perform work without being compensated.

2. Employees who anticipate they may not be able to fulfill their daily tasks are encouraged to advise management to determine whether overtime is required or whether the outstanding tasks can be held over until their next shift.
3. Should a vacant position require recruitment, Management will attempt to fill the position as soon as possible.
4. The parties shall meet when required to discuss any unresolved issues regarding the scheduling of staff or the recruitment for vacant positions.

#### **ARTICLE NO. 5 - SENIORITY**

- 5.1 (a) Within each terminal, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of April 1st and October 1st of each year. Copies of the current lists will be provided to the Local Union, and the Company Labour Relations Department.

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

The Company will open up all shifts for bid on January 2<sup>nd</sup> of each year and when operationally required. Such bid shall be by seniority order, and shall be for the duration of the bid period.

In the event of a temporary reduction of company equipment due to mechanical failure the affected driver will have the option, on the following day, of being assigned another piece of equipment or applying their seniority to another position.

In the event of shift discontinuance, the affected employee may exercise his/her seniority by bumping a junior employee within his/her Unit in accordance with 5.1 (b).

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

Each seniority list will contain the name of the employee, and the official date he became employed as a regular employee of that unit.

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

Employees recalled to work following a layoff shall be informed by Double Registered Mail, and will be allowed seven (7) consecutive days from receipt, or attempted delivery date, to report for work. The company shall be kept informed in writing of any changes of address or telephone number.

- (b) Seniority shall be by terminal unit, and three (3) separate groups or units for seniority purposes shall be recognized:

Unit 1 - P & D and Dock employees  
Unit 2 - Office and clerical employees  
Unit 3 - Warehouse employees

5.2 **Termination of Union Seniority** - Seniority, once established for a Union employee, shall be forfeited and his employment terminated under the following conditions:

- i. If he voluntarily quits,
- ii. If he is discharged for proper cause,
- iii. If he fails to report for duty after a layoff, in accordance with Section 5.1.
- iv. The employee has reached the age of mandatory retirement.
- v. The employee is absent from work without securing a leave of absence for more than three (3) consecutive working days without an explanation reasonable to the Company.
- vi. The employee is laid off and accepts his severance pay.

5.3 **Overtime and Part-time Work**

- (a) Shift overtime shall be allocated wherever possible, on the basis of seniority, in a voluntary manner, provided the employee is capable of doing the job. However, upon reaching the bottom of the list with respect to seniority, the junior employees shall be required to work the overtime.

No employee shall be required to work overtime in excess of four (4) hours per week and two (2) hours per day. Employees may volunteer to work overtime in excess of four (4) hours. Employees who have worked the required weekly overtime may decline any additional overtime provided they notify the Company at the commencement of their shift.

- (b) Part-time employees or hired cartage, will not be used for the purpose of depriving regular employees of their hours of work. All work performed pre or post shift or on a regular shift or on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of work shall be by seniority and shall be assigned by the employer.
- (c) If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part-time employee worked on his shift on the day he is laid off. This principle may be advanced on a daily basis.

5.4 **Severance Pay for Union Employees**

Employees laid off because of lack of work or if the Company shuts down for any reason, shall receive a severance package of one (1) week per year of full service, based on forty (40) hours per week, to a maximum of twenty-six (26) weeks. The severance package shall be calculated based on the employee's seniority and hourly rate of pay on his last day of active employment. This payment is inclusive of any amount due to the employee under legislation.

## ARTICLE NO. 6 - LEAVE OF ABSENCE

- 6.1 (a) When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may if approved by the Company be granted a leave of absence, in writing with a copy to the Union, for a period of thirty (30) calendar days. Under such leave, the employee shall retain and accrue seniority only.
- (b) Such leave may be extended for an additional period of thirty (30) calendar days, when approved by both the Company and the Union, in writing, and seniority will accrue during such extension.
- (c) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union, shall forfeit his seniority rights and his name will be stricken from the seniority list, and he will no longer be considered an employee of the Company.
- (d) An employee requesting a leave of absence for compassionate reasons will be given special consideration, and may be required to substantiate the reason for such leave before returning to work. Any violation of this provision will result in the forfeiture of the individual's seniority rights, his/her name will be stricken from the seniority list, and he/she will no longer be considered an employee of the Company.
- (e) The Company shall allow time off without pay to any employee who is serving on a Union committee, or as a delegate, providing all requests for time off are reasonable, and do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.
- 6.2 (a) When an employee within the bargaining unit covered by this Agreement receives a leave of absence in writing, with a copy to the Union, to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of one hundred and eighty (180) calendar days within the former unit.
- Employees who have been granted such leave of absence must remain a member of the Union, and be covered by the Health and Welfare Plan provided in this Agreement for the duration of such leave.
- When an employee receives such leave of absence, a notice will be posted on the terminal bulletin board, advising the effective dates of such leave.
- (b) At the end of this period of one hundred and eighty (180) calendar days, the employee must exercise his seniority rights by returning to his former unit, or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit, for any reason, he must remain within the unit for a minimum period of two hundred and forty (240) calendar days prior to exercising that privilege again.
- 6.3 Leave of Absence without pay, in case of pregnancy, shall be granted in accordance with the provisions of the Canada Labour Code. Such leave will not affect annual vacation entitlements, seniority, or sick leave, and may be extended up to an additional three (3) months on the approval of the Company and the Union.

## ARTICLE NO. 7 - SAFETY CONDITIONS

### 7.1 Maintenance of Equipment

- (a) It is to the mutual advantage of both the Company and the employee, that employees shall not operate vehicles which are not in a safe operating condition.

The Company will not require employees to operate equipment on public streets or thoroughfares that are not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

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

- (b) It shall be the duty of the employee to report in writing on the appropriate forms of the Company, promptly but not later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.

A copy of the aforesaid report will be made available to the employee on request.

- (c) It shall be the obligation of the Company to so inform the employee as to which supervisor to whom such reports on such equipment will be made in the branch, division or area of operation.

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

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

- (e) Employees who have a bonafide safety concern, in which they believe they are endangered, may refuse to perform such task and/or duty until the safety concern is dealt with.

- (f) It shall be the duty of the maintenance shop employees to perform their duties efficiently, and as instructed, in such a manner that repairs having been made, do correct the safety and/or mechanical defect.

- (g) In order to provide adequate vision, front and rear, trucks and tractors will be equipped with heater and mirrors, said mirrors to be of a size not less than six inches by twelve inches (6" x 12"), or the equivalent. All newly purchased highway tractors will have heated mirrors. All newly purchased trucks and tractors shall have heated defrosters.

- (h) The Company shall not require employees to double deck trailers at night in an area without proper lighting. At terminal installations, there shall be not less than two (2) employees involved when:

- i. double decking trailers
- ii. tarping the top side of a set up stake and rack trailer.
- iii. an employee requires assistance for setting up a stake and rack trailer.



- (i) Drivers will be held responsible to ensure that the proper equipment is used when towing another vehicle. Such equipment will be made available by the Company.
  - (j) The Company will not use gasoline powered forklifts inside its terminals or in enclosed trailers.
  - (k) All terminal docks shall be equipped with safe, properly anchored loading plates.
  - (l) Truck and trailer bodies shall have installed steps or devices to allow reasonable access to the body. (I.C.C. rear bumpers and stirrup steps for side doors, on over-the-road line equipment shall be considered as reasonable access.)
  - (m) The Company will provide and maintain two (2) power jacks for pick up and delivery use, for Company employees only. Power jack use will be at the Company's discretion.
- 7.2
- (a) The Company will maintain at its terminal or maintenance shops, clean, sanitary washrooms having hot and cold running water, with toilet facilities available to terminal employees.
  - (b) The Company shall provide clean and adequate lunchrooms, properly ventilated, for its employees at its terminal where such lunchrooms would be used by the employees. It shall be the responsibility of the employees using these facilities to leave them in a neat and orderly condition.
  - (c) All new terminal constructed after the effective date of this Agreement will have all inside work areas heated.
  - (d) The Company will form a Safety Committee which will meet no less frequently than required under the legislation. All minutes of these meetings will be posted.
  - (e) If the Company cancels the safety meeting, and the member/alternates are requested to attend such meeting on their days off, they will be paid four (4) hours at the overtime rate of pay to attend such meeting.
- 7.3 The Company shall provide first aid provisions in accordance with the Workers' Compensation Act.

**ARTICLE NO. 8 - PAY and WORK CONDITIONS**

- 8.1
- (a) All Union employees covered by this Agreement shall be paid for all time spent in the employment of the Company.
  - (b) Pay time shall be computed from the time designated when the employee is ordered to report for duty, or registers in, whichever is the later, until he is effectively released from duty.
  - (c) The rates of remuneration, as listed in this Agreement, are considered as minimum rates, and shall not preclude payment of premium rates at the discretion of the Company.
  - (d) Hours of work, and rates of remuneration, are outlined in the separate Appendices hereunto annexed and forming part of this Agreement.

- 8.2 (a) All regular employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, at the end of the shift which starts on Thursday, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment.
- (b) The Company shall provide each employee covered by this Agreement with an electronic or paper itemized statement, in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, the total wages applicable, hours for which pension is payable during the pay period and year-to-date, and all deductions made from the gross amount of wages.
- Documentation will be retained at the employee's place of employment and will be made available for scrutiny in the event of a disagreement in regard to his pay. Explanation of any alterations made will be available on request. All daily time alterations, such as no lunch, early start, early departures, etc, approved by the Company will be provided in writing to the employee.
- (c) Prior to an employee leaving on annual vacation, he shall receive vacation pay on a separate bank deposit in accordance with Section 9.2 of this Agreement, for that period of time that he will be on vacation, provided that he takes his vacation at the time stipulated as per Section 9.3. However, if his vacation time is not posted, or if he changes his vacation to a time other than that which is posted, it will be required that the employee provide at least three (3) weeks notice prior to leaving on vacation if he is to receive vacation pay in advance. Failing this, he will receive his vacation pay on the first regular payday following his return to work.
- (d) The Company shall provide each employee with a computation of vacation pay accrued, not less than once annually.
- 8.3 (a) If an error occurs in the payroll computation of an employee's pay, and the amount is equal to eight (8) hours or more, he shall be entitled on request to receive same as soon as practical, but not later than the week following the payday on which the error was reported. If an employee does not swipe in or improperly completes the required documentation, or does not turn them in immediately, any pay so affected will be included with the next regular pay period.
- (b) Failure by the Employer to correct any payroll error, of eight (8) hours or more, within five (5) calendar days, including Saturdays, Sundays and Statutory Holidays of being notified, in writing, will result in a penalty of four (4) hours pay, per day, until the error is paid.
- 8.4 No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages, or conditions, during the term of this Agreement.
- 8.5 Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular day, except in the event of unavoidable delay as in Section 8.8(c).
- 8.6 When a regular terminal employee is called, and reports for duty, on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay from his regular scheduled starting time, except in the event of unavoidable delay as in Section 8.8(c).
- 8.7 When an employee from a higher rated classification is required to work temporarily or until reclassified at a lower rated classification, he shall continue to be paid at the rate paid for the higher rated classification. When an employee from a lower rated classification is required to work for two (2) hours or more per day in a higher rated classification, he shall be paid for the entire day at the higher rated classification.

- 8.8 (a) There shall be no "split shifts", and the hourly paid regular employee's work week must be designated to him on the last day of the preceding work week.
- (b) An employee shall have the same starting time for each day of the week,, however the employee's shift may be changed during the week only in accordance with the provisions of Section 8.8(c). The work week shall be defined as five (5) consecutive days of work.
- (c) In the event of railcar delay, the Company will advise the employee at least ten (10) hours prior to the starting times of the next shift.
- Shifts that start between 1600 hours and 2200 hours shall have a eight (8) hour notice prior to the start of the shift.
- (d) In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following week shall be the same as the current week. Any hours worked prior to his regular starting time, or after his regular quitting time, in excess of eight (8) hours in that day, shall be paid for at the overtime rate.
- (e) Employees who receive less than five (5) shifts in one (1) week, due to lack of work, may be offered work on additional established shifts, if available, on their sixth (6th) and/or seventh (7th) day, at straight time.

8.9 **Meal Periods**

- (a) Hourly rated employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes. No employee shall be required to take more than a thirty (30) minute meal period.

When a city pick-up and delivery driver is instructed to stay with his equipment in a line-up, waiting to load or unload during his lunch period, such time shall not be deducted from his total hours worked in that day.

- (b) No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3 ½) hours, or after he has been on duty five (5) hours.

- 8.10 **Breaks** - An hourly rated employee shall be entitled to one (1) break not in excess of fifteen (15) minutes, during both the first half and second half of any shift. When an hourly rated employee is required to work overtime of more than thirty (30) minutes but less than two (2) hours, that employee shall enjoy the option of, but shall be entitled to, a paid break not in excess of fifteen (15) minutes after completion of the straight time shift worked, provided the break is taken and that work is performed in the Company's terminal, maintenance shop, yard areas, or as otherwise specifically directed by the Company.

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

- 8.11 When an employee meets with a personal injury while on duty, which prevents him from completing his shift, and the injury requires medical care, the employee will be compensated for the full shift on that day.

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

8.13 **Uniforms and Protective Clothing**

- (a) The Company agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished and maintained free of charge by the Company.

However, the employee must furnish at his own expense suitable clothing, shoes, gloves, and winter weather protective clothing, in order to perform his job efficiently and safely.

Effective on the ratification of this Agreement, regular employees will receive a clothing allowance and/or footwear allowance that meets C.S.A approval of two hundred and fifty dollars (\$250.00) per year. The Company shall supply safety glasses, safety vests, hard hats, ear protection, and dusk masks when required, at no cost to the employee.

- (b) Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun glass, lampblack, barbed wire, acids, dirty oil drums, or ore concentrates in bulk, shall be provided with gloves, rubber or leather aprons, and either coveralls or smocks, as deemed appropriate and safe for the handling of the specific commodity.
- (c) Any employee who is exposed to a hazard, by reasons of handling toxic or noxious chemicals, shall be provided with adequate protective clothing and safety equipment as required by Workers' Compensation Board regulations, and shall wear such as necessary while handling these commodities.
- (d) When an employee is required to handle sides or quarters of beef or pork, of a size that cannot be safely handled by one man, he shall be supplied necessary assistance, which shall be arranged prior to his departure from the terminal.

**ARTICLE NO. 9 - VACATION**

9.1 The vacation year shall be defined as January 1 to December 31 of each year. All employees shall receive:

- (a) two (2) weeks vacation with pay after the completion of each calendar year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the wages paid that employee during the year in which he qualifies for such vacation, OR

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

- (d) Employees who have completed ten (10) calendar years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks vacation, with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation.
- (e) Effective January 1, 2007, employees who have completed twenty-one (21) calendar years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, six (6) weeks vacation, with pay in the amount equal to twelve percent (12%) of the wages paid that employee during the year in which he qualifies for such vacation.

9.2 (a) The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees in accordance with Section 9.2(b).

(b) Vacation lists shall be posted on January 2 of each year. Employees shall designate their choice of vacation time prior to February 28. If an employee fails to designate his choice of vacation on such list while posted, such employee may, with a minimum of two (2) weeks notice, book any unused vacation periods on a first request basis, which may not exceed the allowed amounts contained in 9.2(c). The Company shall post the final vacation list by April 1, and it shall remain posted for the balance of the year.

(c) During the Company's prime season, June 15<sup>th</sup> to September 15<sup>th</sup> and from December 15<sup>th</sup> to January 15<sup>th</sup>, the Company will use the following formula for determination of the number of employees allowed on vacation at any one time, at each Company terminal location:

Seventeen percent (17%) in each classification to the nearest employee up or down, with a minimum of one (1) employee in each classification. The remainder of the year shall be no restrictions.

(d) The following classifications will be recognized as separate groups for determining allocation of vacation:

- i. dockmen
- ii. pick-up and delivery drivers
- iii. maintenance shop employees
- iv. office and clerical employees
- iv. Warehouse employees

(e) The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1st of each year.

(f) Employees with four (4) or more weeks' vacation entitlement, shall have the option, when approved by the Company, of taking one (1) week of their vacation daily. Employees selecting their one (1) day options may only do so after such time as all employees have selected their full weeks' vacation as outlined in Article 9.2 (b)

9.3 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 paid that employee during the portion of the year worked.

## ARTICLE NO. 10 - GENERAL HOLIDAYS

10.1 All employees who have completed thirty (30) calendar days, and have qualified as regular employees, shall be entitled to ten (10) General Holidays. The said General Holidays are:

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

In addition to the foregoing, employees shall be entitled to one (1) Provincial wide or territorial holiday, declared by civic governments, and recognized at the date thereof.

In the event that Alberta Family Day is rescinded by ruling of the Provincial government, this holiday will be replaced with a floating holiday to be taken at the employee's convenience, in the calendar year in which it falls, by mutual agreement with management, with a minimum of two (2) weeks notice by said employee. This applies only to those employees classified as regular employees.

In no event shall any employee be entitled to more than eleven (11) paid General Holidays annually.

10.2 Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the General Holiday as listed.

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

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

(a) An employee shall not be entitled to receive pay for any General or Civic holiday where such holiday falls while the employee is on expressed leave of absence for any reason whatsoever. The employee will be entitled to such holiday pay if absence is due to sickness or Compensation up to a maximum of twenty-six (26) weeks in any calendar year.

(b) Employees who have been laid off, and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday UNLESS they terminate employment within thirty (30) days of their return to work.

10.4 In the event a regular employee is requested to work on his General Holiday, he shall receive the rate of pay as stipulated in this Agreement, in addition to the rate as prescribed for the General Holiday.

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

The Company will designate the day to be granted as the day in lieu, and such day will be without pay.

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

## **ARTICLE NO. 11 - OTHER UNION CONTROVERSY**

- 11.1 (a) The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work, or slow-down program, while the controversy is being settled.
- (b) It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his duties to refuse to cross a legal picket line recognized by the Union.
- The Union shall notify the Company as soon as possible of the existence of such recognized picket line.
- (c) During the life of this Agreement, there shall be no lockout by the Company, nor any strike, sit-down, slow-down or work stoppage, or suspension of work either complete or partial, for any reason, by the Union.
- (d) If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a Company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet, with the objective of arriving at a mutually satisfactory solution.

## **ARTICLE NO. 12 - VALIDITY of ARTICLES**

- 12.1 (a) If any Articles of this Agreement or any supplements hereto should be held invalid by operation of law by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any supplement thereto, or the application of such Articles to person or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions in effect prior to certification by the Union and/or the time of the Company and Union signing the first collective agreement covering that company and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of signing of that Agreement.

## **ARTICLE NO. 13 - GRIEVANCE PROCEDURE**

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

**STEP 1** - Any grievance of an employee shall first be taken up between such employee and the employee's supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

The time limit to institute a grievance shall be seven (7) days.

**STEP 2** - Failing settlement under Step 1, such grievance shall be taken up between the employee's supervisor, or higher authority, and a Shop Steward, or Local Union representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

**STEP 3** - Failing settlement under Step 2, such grievance and any question or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce the grievance to writing, and it will be referred to and taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union representatives, appointed by the Secretary-Treasurer or higher authority of the Union, and two (2) representatives of the Company, appointed by an officer of the Company. Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized, that any settlement arrived at by the Board on a specific grievance shall be final and binding.

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

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

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

**STEP 4** - Grievance Panel - Whereas the Company and the Union have agreed to a grievance procedure, as provided in Article No. 13 of the Collective Agreement, and whereas the Company and the Union wish to institute an additional procedure for the resolution of grievances, therefore the Company and the Union agree as follows;

1. Prior to proceeding to Arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel, established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.
2. The Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company, and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected by the Company and one (1) by the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.
3. The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.
4. The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.
5. If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 (copy attached) pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.
6. Should the parties agree to proceed to Schedule 2, they may proceed as outlined in the Rules and Procedures of Schedule 2.
7. The Grievance Panel shall be governed by the Rules of Procedure and the Conduct of Proceedings, established for the Panel, with necessary modifications as set out in Schedule 1 and Schedule 2, hereto attached.



**STEP 5** - Failing settlement under the above steps, the matter may be referred to an agreed upon neutral person to act as an Arbitrator, who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing, and his decision shall be final and binding on the two (2) Parties to the dispute.

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

**ARTICLE NO. 14 - TERMINATION**

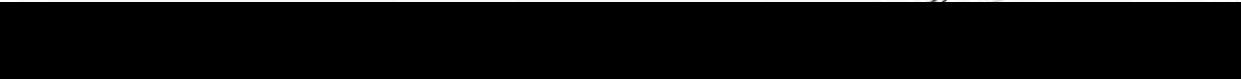
14.1 This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of August 2021 until the thirty-first (31<sup>st</sup>) day of July 2025, and shall remain in full force and effect from year to year thereafter, provided that either Party may, not less than ninety (90) days immediately preceding the thirty-first (31<sup>st</sup>) day of July 2025, or immediately preceding any succeeding thirty-first (31<sup>st</sup>) day of July thereafter, by written notice to the other Party:

- (a) require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- (b) terminate the Agreement on the next succeeding anniversary date thereof, and require the other Party to commence collective bargaining with the view aforesaid.
- (c) terminate the Agreement on the next succeeding anniversary date thereof. Should either Party give written notice to the other Party, pursuant to Section 14.1(a) hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.

SIGNED THIS 10 DAY OF Sept, 2021

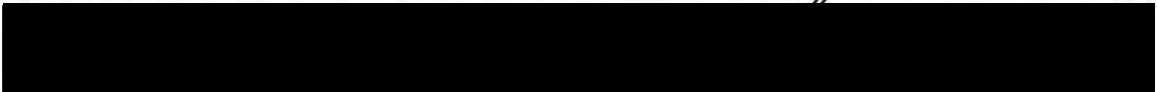
**ON BEHALF OF THE COMPANY:**  
Consolidated FASTFRATE Inc.

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



Patricia Scott, Vice President Human Resource

Chance Hrycun, Vice President & Business Agent



Bill Shupenia, Vice President Operations  
Western Canada

Mike Dunphy, Business Agent



Richard Rose, Vice President, Prairie Region

## APPENDIX "A"

### COVERS HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL UNION EMPLOYEES IN EDMONTON

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#### Section 1 - Hours of Work

- (a) Edmonton - based on a forty (40) hour work week.

The maximum hours of work for all short line drivers and dockmen at each terminal covered by this Agreement shall be as described below:

Eight (8) hours per day, and forty (40) hours per week, excluding meal periods as specified in Article No. 8, Section 8.9, or

Ten (10) hour shifts shall be worked in four (4) consecutive days per week to a maximum of forty (40) hours per week, excluding meal periods as specified in Article No. 8, Section 8.9. No differential will be paid for hours worked on these shifts. Overtime will be paid at the rate of two (2) times the applicable hourly rate for all hours worked after fifty (50) hours in the week.

All Union employees shall have two (2) consecutive days off.

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

- (b) Overtime on a call-out or call-back basis will be allocated by seniority, provided the senior man is available and qualified to perform the work. Regular terminal employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of four (4) hours work, but after completion of the duty he is called for, he may book off with a minimum of two (2) hours pay at overtime rates.
- (c) **Overtime Rate** - All time worked before or after the regularly established shift for that employee, and which is in excess of eight (8) hours per day, shall be considered overtime, and paid at the established overtime rate of time and one-half (1 ½) and two times (2X) after fifty (50) hours worked in the week.
- (d) **Overtime for work on designated day of rest or General Holidays** - All hours worked on a call-out or call-back basis on an employee's designated day of rest, or on a General Holiday, will be paid at the rate of time and one-half (1 ½) the employees regular rate of pay and two times (2X) after fifty (50) hours worked in the week.
- (e) When an employee is called out to work, and his call-out time runs into his regular shift time, such employee shall be allowed a reasonable time off with pay to eat, upon completing the work he was called in to perform, or at the regular starting time of his regular shift, whichever is later. Such time is not to exceed one-half (1/2) hour.
- (f) **Shift Premium** - All shifts that start between 9:59 p.m. and 5:59 a.m. shall receive a one dollar and twenty-five cent (\$1.25) premium per hour.
- (g) When overtime is required, dock and clerical employees will be given as much notice as possible, however, the minimum amount of notice required will be no less than one (1) hour. If no notice is given to the affected dock and clerical employee, the Company cannot force employees to work such overtime.

For drivers who have completed their scheduled shift and will be required to take out an additional load, the minimum amount of notice required will be no less than one (1) hour. If no notice is given to the affected employee, the Company cannot force employees to work such overtime.

- (h) Any employee assigned to train another employee, in excess of one (1) hour in a shift, will be paid an additional fifteen dollars (\$15.00) premium per day of training.

**Section 2 - Rates of Pay**

- (a)

	Aug 1/21	Aug 1/22	Feb 1/23	Aug 1/23	Feb 1/24	Aug 1/24
	2.00%	1.00%	1.00%	1.00%	1.00%	2.00%
Dockworkers	\$26.33	\$26.59	\$26.86	\$27.13	\$27.40	\$27.95
Drivers	\$26.33	\$26.59	\$26.86	\$27.13	\$27.40	\$27.95
Warehouse (hired before May 3/16)	\$23.07	\$23.30	\$23.53	\$23.77	\$24.01	\$24.49
Warehouse (hired after May 3/16)	\$19.83	\$20.03	\$20.23	\$20.43	\$20.63	\$21.04
Clerical	\$22.09	\$22.31	\$22.53	\$22.76	\$22.99	\$23.45
Mechanic (without trade card)	\$29.43	\$29.72	\$30.02	\$30.32	\$30.62	\$31.23
Mechanic (with trade card)	\$41.82	\$42.24	\$42.66	\$43.09	\$43.52	\$44.39

Employees hired after May 3, 2016:

P & D and Dock employees will receive:

- Year 1 – four dollars (\$4.00) less than full-time rate
- Year 2 – three dollars (\$3.00) less than full-time rate
- Year 3 – two dollars (\$2.00) less than full-time rate
- Year 4 – one dollar (\$1.00) less than full-time rate

Warehouse employees will receive:

- Year 1 – one dollar (\$1.00) less than full-time rate

- (b) Office and Clerical employees only –

New employees hired shall be paid in the first year of employment, one dollar (\$1.00) less than full-time rate.

The basic work day for full-time employees shall be eight (8) hours, and the basic work week shall be forty (40) hours, Monday to Friday inclusive.

All time worked on Saturday and/or Sunday shall be paid a premium of one dollar (\$1.00) per hour over and above the regular or overtime rate of pay, whichever is in effect.

- (c) On Statutory Holidays, no work shall be performed by the employees except in unforeseen circumstances. Work performed on Statutory Holidays will be paid for at the rate of time and one-half (1 ½) the employees regular rate of pay and two times (2X) after fifty (50) hours worked in the week.
- (d) All lead hand employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour.
- (e) The Mechanic position will require for the Mechanic to provide their own tools although the Company will purchase larger tools and equipment at their discretion.

Warehouse work shall consist of single source, single shipper loads that require warehouse and storage and/or distribution. Any other loads/freight are considered as part of the cross dock operation.

### **Section 3 - Preferential Hiring**

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

### **Section 4 - Vacation Relief Employees**

All hourly paid employees who are hired for vacation relief during the vacation season (May 1st to October 31st), shall be classified, and posted, as "Vacation Relief Employees". Such employees shall be regular employees subject to all the conditions provided in this agreement for regular employees, except when such employee is laid off, during or at the end of the vacation season, Article No. 5, Section 5.1 will not take effect. As well, Article No. 2.6 Appendix B and Appendix C will not apply. However, any such laid off vacation relief employee shall be given the opportunity to have his name placed on the part-time employees' roster in accordance with his last date of hire.

Part time employees who choose to bid to vacation relief positions from each year, shall be used to replace full time employee's who are on vacation. Vacation relief shall be used as a one (1) for one (1) replacement to full time employee's on vacation. Vacation relief employees shall not utilize 2.7 (b) during this time provided they are replacing full time employees.

## APPENDIX "B"

### Health and Welfare for Union Employees

#### Section 1:

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

Any regular employee who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following the completion of three (3) months of employment with the Company. Weekly indemnity (short and long term disability) will be provided after six (6) months of employment with the Company.

It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.

It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.

The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.

The cost of the Health Insurance Plan will be paid for by the Company, three hundred and eighty dollars (\$380.00) per month for 2021 and a ten dollar (\$10.00) per month per year increase each year of the agreement. The parties that increases over and above the negotiated rate shall be borne by the employee and shall be made by a payroll deduction. Upon request the Union will advise the Company of the cost of the Health Insurance Plan for coverage excluding Weekly Indemnity (short and long term disability).

The Company will continue to cover employees who are off ill or on Compensation for a workplace injury/illness sustained while performing work for the Company.

**Health and Welfare Protection** - When an employee goes off work ill, or on Compensation from a workplace injury/illness sustained while performing work for the Company, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare fees and Union dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing he will be eligible for a further three (3) months protection. When the employee returns to work, the Company shall deduct from his earnings, any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects, upon demand at his last known address, to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.

The employee shall be notified in writing by the Company when he is three (3) months in arrears.

#### Section 2:

#### **Sick Days/Personal Days -**

All employees will have unpaid personal and family responsibility leave and or sick leave to a maximum of five (5) days annually. The usage of the personal and family responsibility and or sick leave, and Company approved early departure days will not be included in the Attendance Management Program and the Incentive Program.

## APPENDIX "C"

### PENSION PLAN - all Union employees.

- A. The Company will contribute two dollars and fifty cents (\$2.50) per hour for each hour for which wages are paid, as of the first (1<sup>st</sup>) of the month following twelve (12) months of full time employment, to the Teamsters Prairie Provinces Pension Plan for employees hired after Date of Ratification.

Effective August 1, 2020 – the Company will contribute three dollars (\$3.00) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan.

Effective August 1, 2022 – the Company will contribute three dollars and ten cents (\$3.10) per hour for each hour for each wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan. Effective August 1, 2023 – the Company will contribute three dollars and twenty cents (\$3.20) per hour for each hour for each wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan.

Any regular employee, who is hired by the Company after the 2016 ratification of this Agreement, shall join the Plan on the first of the month following the completion of twenty-four (24) months of employment with the Company.

Effective August 1, 2020 – the Company will contribute two dollars and fifty cents (\$2.50) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan.

Effective August 1, 2022 – the Company will contribute two dollars and sixty cents (\$2.60) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan. Effective August 1, 2023 – the Company will contribute two dollars and seventy cents (\$2.70) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan.

- B. Contributions and remittances referred to in A and B above, shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.
- 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;
- i. The Union will advise the Company, in writing, of any delinquency.
  - ii. 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.
  - iii. 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.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**           **CONSOLIDATED FASTFRATE INC**  
**Edmonton, Alberta**  
(hereinafter referred to as the "Company")

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

**RE:**                 **REDUCTION OF POWER UNITS**

The Parties hereto agree that should the Company suffer a reduction of the number of Company power units within the branch due to the introduction of Owner Operators, the employees so affected shall have the option of assuming a dock position, or of being laid off and paid a severance package based on one (1) week pay for each year of service, or portion thereof.

SIGNED THIS 10 DAY OF Sept, 2021

**ON BEHALF OF THE COMPANY:**  
Consolidated FASTFRATE Inc.

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

[Redacted signature area]

Patricia Scott, Vice President Human Resource

Chance Hycun, Vice President & Business Agent

[Redacted signature area]

Bill Shupenia, Vice President Operations  
Western Canada

Mike Dunphy, Business Agent

[Redacted signature area]

Richard Rose, Vice President, Prairie Region



LETTER OF UNDERSTANDING #2

**BETWEEN:** CONSOLIDATED FASTFRATE INC  
Edmonton, Alberta  
(hereinafter referred to as the "Company")

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

**RE:** TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Company agrees to contribute to the General Teamsters Local Union No. 362 Union/Industry Advancement Fund.

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the appropriate Locals.

SIGNED THIS 10 DAY OF Sept, 2021

**ON BEHALF OF THE COMPANY:**  
Consolidated FASTFRATE Inc.

[Redacted signature]

Patricia Scott, Vice President Human Resource

[Redacted signature]

Bill Shupenia, Vice President Operations  
Western Canada

[Redacted signature]

Richard Rose, Vice President, Prairie Region

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

[Redacted signature]

Chance Hryciun, Vice President & Business Agent

[Redacted signature]

Mike Dunphy, Business Agent



### LETTER OF UNDERSTANDING #3

**BETWEEN:**           **CONSOLIDATED FASTFRATE INC**  
**Edmonton, Alberta**  
(hereinafter referred to as the "Company")

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

**RE:**                 **ATTENDANCE INCENTIVE PLAN**

The parties agree that an Attendance Incentive Plan will be provided. An incentive payment of six hundred dollars (\$600.00) will be payable to qualified employees within thirty (30) days following the twelve (12) month period ending July 31<sup>st</sup>.

Employees who have accumulated no more than six (6) points during the twelve (12) month period will qualify for payment. Points will be accumulated as follows:

- 1 point for each day where there is tardiness
- 1 point for each day of absence
- 1 point for each event of absence, supported by a Doctor's note
- 2 points for each day where the employee fails to notify the supervisor a minimum of one hour before the start of the scheduled shift if unable to report for work

For clarification purposes, the following will be exempt from the accumulation of a point:

The employee provides seventy two (72) hours advance notice of a medical appointment and attends work for part of their shift that day with medical support reaffirming their attendance at the appointment.

The employee provides a physician's statement confirming a continual medical treatment plan identifying the scheduled appointments. The employee will be required to provide seventy two (72) hours advance notice of a medical appointment and attends work for part of their shift that day with medical support reaffirming their attendance at the appointment.

All employees will have unpaid personal and family responsibility leave and or sick leave to a maximum of five (5) days annually. The usage of the personal and family responsibility and or sick leave, and Company approved early departure days will not be included in the Attendance Management Program and the Incentive Program.


Employees with exceptional circumstances can discuss the matter with the employer. The union reserves the right to grieve any dispute regarding the exceptional circumstances.


LETTER OF UNDERSTANDING #3 (Continued)


SIGNED THIS 10 DAY OF Sept, 2021


**ON BEHALF OF THE COMPANY:**  
Consolidated FASTFRATE Inc.

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

  
Patricia Scott, Vice President Human Resource

  
Chance Brycun, Vice President & Business Agent

  
Bill Shupenia, Vice President Operations  
Western Canada

  
Mike Dunphy, Business Agent

  
Richard Rose, Vice President, Prairie Region

LETTER OF UNDERSTANDING # 4

**BETWEEN:** CONSOLIDATED FASTFRATE INC.  
Edmonton, Alberta  
(hereinafter referred to as the "Company")

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

The Company and Union have previously agreed that the fleet of power units would be reduced to sixteen (16) power units in the Company's base fleet.

1. The parties agree that the power units may be slip-seated by Company drivers.
2. The Company shall pay thirty cents (\$0.30) per hour to the Advancement Fund for each hour worked by hired cartage or independent owner operators commencing Date of Ratification. These monies shall be remitted to the Union on a monthly basis.
3. The Employer will pay union dues for each dependent Owner Operator who is working in any month. The union dues will be equivalent to the Union Dues of a driver who is employed by the Company. The union dues payment will be sent monthly on a separate cheque to the local union office with a list of all dependent Owner Operators that worked in the month.

SIGNED THIS 10 DAY OF Sept, 2021

**ON BEHALF OF THE COMPANY:**  
Consolidated FASTFRATE Inc.

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

[Redacted signature]

Patricia Scott, Vice President Human Resource

[Redacted signature]

Chance Hrycun, Vice President & Business Agent

[Redacted signature]

Bill Shupenia, Vice President Operations  
Western Canada

Mike Dunphy, Business Agent

[Redacted signature]

Richard Rose, Vice President, Prairie Region

## LETTER OF UNDERSTANDING # 5

**BETWEEN:**           **CONSOLIDATED FASTFRATE INC.**  
**Edmonton, Alberta**  
(hereinafter referred to as the "Company")

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

The parties agree that the Company will extend a discretionary voluntary separation package to Dockworkers as follows:

1. One (1) full-time dockworker, actively employed at the time of the offer will be accepted, based on seniority, for the Voluntary Separation Package. For clarification, employees who have been on a leave of absence (such as weekly indemnity, long term disability, maternity leave, parental leave, etc.) for more than two (2) weeks at the time of the offer will not be eligible to apply. At the Company's sole discretion additional dockworkers may be accepted for the Voluntary Separation Package.
2. The Voluntary Separation Offer will be extended on September 30 of each year of the current collective agreement. It will be offered by seniority and posted for at least two weeks prior to selection. The employee's last day of employment will be within two (2) weeks of acceptance for the Voluntary Separation Package or such other date as mutually agreed.
3. Once an employee has signed off on a Voluntary Separation Package and the employee's Voluntary Separation Package payments have commenced the employee's seniority rights will be lost and the employee ceases employment with the Company.
4. The voluntary separation package will be calculated as follows for regular full-time employees:
  - a. Five (5) days' pay for each completed year of service, based on eight (8) hours per day at the employee's regular hourly rate of pay, to a maximum payout of ten thousand dollars (\$10,000.00).
  - b. These payments will be made through regular bi-weekly direct bank deposits, or through a lump sum payment, at the employee's discretion.
5. The Company will work with employees to structure the payout to ensure eligible tax deductions are identified.
6. The employee agrees not to, within one year after the last day of employment, solicit or attempt to solicit or accept any business from, sell to or attempt to contract with any person or organization who is or was a customer, client, employee, prospective customer or prospective client of the Company during the employee's employment with the Company.
7. Should the terms of the Voluntary Separation Package not be met, the employee or former employee who accepted a Voluntary Separation Package will have access to the grievance procedure until the Voluntary Separation Package conditions have been satisfied.

LETTER OF UNDERSTANDING # 5 (Continued)

SIGNED THIS 10 DAY OF Sept, 2021

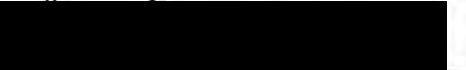
**ON BEHALF OF THE COMPANY:**  
Consolidated FASTFRATE Inc.

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

  
Patricia Scott, Vice President Human Resource

  
Chance Hrycun, Vice President & Business Agent

  
Bill Shupenia, Vice President Operations  
Western Canada

  
Mike Dunphy, Business Agent

  
Richard Rose, Vice President, Prairie Region