

COLLECTIVE AGREEMENT

Between

**CANADA CARTAGE SYSTEM
(Winnipeg Division)**

and



AND ITS LOCAL 4209

May 14, 2019 – May 13, 2023

08938 (10)

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PREAMBLE

WHEREAS it is the declared policy of the Company to establish in its Trucking business, the best possible working conditions with a wage scale as high and employment as continuous as general business conditions and competitions permit, in the belief that such policy is conducive to the best interest of both the Company and its employees; and

WHEREAS certain of the Company's employees are members of the Union and have authorized the Union to negotiate on their behalf with the Company regarding rates of pay, hours of service and working conditions; and

WHEREAS the Union as representing the employees, declares as its objective through the best amicable relations, to strive for the most satisfactory relationships between Company and employees.

DEFINITIONS:

1. "The Company" shall mean and refer to Direct General Partner Corporation on behalf of Direct Limited Partnership operating as Canada Cartage System (Winnipeg Division).
2. "The Union" shall mean and refer to Unifor Canada and its Local 4209.
3. "The Bargaining Committee" shall mean and refer to members in a ratio of one (1) member for every thirty (30) employees.
4. "Driver" or "Drivers" shall mean and refer to an employee who is in charge of and operates a motor vehicle such as a truck, semi-trailer, tractor for hauling trailers, etc.
5. "Bargaining Unit" shall refer to all employees/agents covered by the governing certificate or specifically included in the Agreement.
6. "A week" is defined as the period between 0001h Sunday and 2359h on the immediately following Saturday unless otherwise indicated.
7. "A common-law spouse" shall mean a person, who although not legally married to the other person, cohabits with that other person as the spouse of that other person, or lives with that other person as a spouse and has the general reputation as such in the community in which they live.
8. "A contract position" shall refer to all work where a Driver is dedicated to a single customer or multiple customers for not less than twenty-five (25) hours per week (on average in a two (2) month period) or pay equivalent to twenty-five (25) hours at the regular hourly rate. The Company will review Spareboard work on a regular basis and establish contract positions where appropriate. Copies of all contracts under this article will be sent to the Local Union Office every six (6) months and updated copies will be sent to the Local Union if there are any changes within the six (6) month period.

An employee in a “contract position”, who does not receive full daily nine (9) hours or weekly forty (40) hours, has the option to go to the Spareboard to make up the remaining hours in that week in accordance with their seniority and the Spareboard Rules. In calculating whether forty (40) hours are attained in a week, for the purpose of this article, all anticipated run times and actual hours paid by the hour will be counted towards a Driver’s weekly hours.

To exercise this option, it is the Drivers’ responsibility to advise Dispatch that they are:

- (a) available for any additional work/hours that day/week, or
 - (b) available for additional hours in their contract position only.
9. “A Spareboard Driver” is an employee who is not working a contract position under a posting or on the basis of a temporary vacancy.
10. A “Restricted Spareboard Driver” (“Restricted Driver”) shall be an employee who gives written notice to the Company and the Union that;
- (a) he is not available for full time/regular employment;
 - (b) he is limiting his availability to either a particular shift or shifts or a number of days per week, and
 - (c) he is waiving all the rights of a Spareboard employee except those specifically reserved for Restricted Drivers under Appendix I.
11. “A peddle run” shall mean a highway run without a layover outside the City of Winnipeg (beyond a radius of forty (40) miles) which:
- (a) when calculated on the basis of an average run at the applicable mileage rate, and the hourly rate, is such that the hourly pay for an average run is higher, or
 - (b) has a return trip mileage of less than 325 miles except those runs specifically excluded in this Agreement.
12. “Straight Truck” shall refer to a single axle truck used by a Driver, requiring a Class 5 license.
13. “Tractor and Tandem Axle Straight Truck” shall refer to trucks used by Drivers which require a Class 1 license with air endorsement to operate.

ARTICLE 1 – SCOPE

- 1.01 This Agreement shall cover rates of pay, hours of service and working conditions governing the employment by the Company of employees in the bargaining unit.
- 1.02 New classifications and wage scales may be added to the bargaining unit from time to time when mutually agreed upon by the Company and the Union.

- 1.03 The Company will not use employees from third party driver services firms to drive Company vehicles without the consent of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 (a) The direction of the workforce, including the right to: plan, direct and control operations; maintain discipline and efficiency; require employees to observe Company rules and regulations; hire; promote; demote; transfer; discipline and discharge for just and sufficient cause, assign working hours; generally manage the enterprise in which the Company is engaged, and, without limiting the generality of the foregoing, determine the number of employees required, and the methods, procedures, materials and equipment to be used, and all other matters concerning the administration and operation of the business not otherwise dealt with elsewhere in this agreement, shall be solely vested in the Company, except where specifically taken away by the terms of this Agreement.
- (b) In administering the Collective Agreement the Company agrees to act reasonably, fairly and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 - PROMOTION AND SENIORITY

- 3.01 An employee shall serve a probationary period of five (5) months from date of hire. The employee shall not attain seniority until the expiration of the probationary period when his seniority shall be effective from the original date of employment.
- 3.02 If found unsuitable a probationary employee may be dismissed and will have the right to grieve the dismissal only if it is arbitrary, discriminatory or in bad faith.
- 3.03 The seniority list shall be prepared covering the employees in the bargaining unit. The seniority list shall contain the names and hiring dates of each of the employees, along with their respective work classifications. The seniority list shall be posted on the bulletin board as of January 1st, May 1st and September 1st of each year and copies sent to the Local Union Office. Any errors in the posted list may be corrected by mutual agreement in writing between the Company and the Local Union President or designate.
- 3.04 Seniority earned in the employment of the Company shall be the governing factor in matters of promotion, non-disciplinary demotions, transfers, layoffs, recall after a layoff, and in filling vacancies or new positions, provided the employee, as determined by the Company, has the necessary qualifications to perform the work required.
- 3.05 (a) An employee whose contract position is abolished shall be entitled to exercise his rights to any position to which his seniority would entitle him. The employee whom he displaces shall be entitled to exercise his seniority rights to a position held by the junior employee in a contract position. That employee must exercise his seniority rights to the Spareboard.
- (b) Employees exercising their seniority rights to a contract position with a customer where the employee has never had a contract position in accordance with this article

will be subject to a fifteen (15) working day probation period. During this time, the employee, with reasonable cause, may request removal from the position and the Company with reasonable cause (including written customer requests) may remove the employee from the position. Upon removal the Company shall provide the Local Union Office with reasons in writing as well as any relevant documentation. The Union may appeal the decision in accordance with Article 5 of the Collective Agreement.

- (c) The employee so removed will be placed on the Spareboard in accordance with his seniority and the position will be posted in accordance with Article 3.06 (a).
- (d) Where the successful employee has had a contract position with the customer, there will be no probation period, unless the difference between the new position and the prior position(s) is highway vs. city work, or vice versa, or such other significant difference that can be demonstrated by the Company.
- (e)
 - (i) Where an employee successfully completes the trial period, and requests a removal from the position, he shall be placed on the Spareboard and precluded from posting into vacant contract positions for a period of six (6) months, unless there are no other applicants.
 - (ii) Where an employee successfully completes the probation period, in the event there is a “material change” in the contract position, he may request removal to the Spareboard, without penalty. For the purposes of this Article, a “material change” shall be not less than a ten percent (10%) change in total daily/weekly remuneration or hours of work.
 - (iii) An employee who successfully completes the probation period, or holds a contract position, shall be permitted to post into a vacancy not more than three (3) times in a calendar year, unless there are no other applicants.

- 3.06 (a) Vacancies in existing and new contract positions covered by this Agreement shall be bulletined for a period of twenty (20) calendar days. The posting will include a brief description of the duties of the position, the approximate hours and days of work, and the specific method and rate of pay which will be consistent with Schedule “A” including the hours of work as they relate to overtime.

If a vacancy occurs in a contract that has two (2) or more drivers assigned to that customer, the employees assigned to that contract will be asked in seniority order if they would like to move to the vacant position. This process would be continued until all the employees have filled any resultant vacancies. The vacancy that remains after such an internal shuffle will be the vacancy that is posted.

- (b) Employees desiring to transfer to such positions shall file their application with the Company representative designated in the bulletin within the said twenty (20) calendar days, and the results of the bulletin shall be posted within seven (7) calendar days of the closing date for applications. Such vacancies and awards will

be posted on a Bulletin Board in the Driver Room. Copies of all bulletins and awards shall be sent to the Local Union Office.

- (c) An employee on leave may apply for a posted vacancy provided on the date of such application the employee can verify (by providing such reasonable evidence as the Company may require) that:
 - (i) he will be available to commence work in the position on the expected start date, and;
 - (ii) he will be fit to perform the duties of the position.
- (d) The successful employee who is awarded a position with a customer where the employee has never had a contract position must demonstrate his ability to perform the work in a satisfactory manner within a probation period of fifteen (15) working days. During this time period, with reasonable cause the employee, at his request, may return, or at the direction of the Company with reasonable cause (including written customer requests) will be returned to his previous contract position or to the Spareboard if he was not in a contract position. Upon removal the Company shall provide the Local Union Office with the reasons in writing as well as any relevant documentation. The Union has the right to appeal the decision in accordance with Article 5.
- (e) In either case, the employee will not be permitted to apply for a posting with that customer for a period of one (1) year.
- (f) Where the successful employee has had a contract position with the customer, there will be no probation period, unless the difference between the new position and the prior position(s) is highway vs. city work, or vice versa, or such other significant difference that can be demonstrated by the Company
- (g) In the event an employee is removed from a position within the fifteen (15) working day probation period the position will be awarded to the next senior employee who applied for the posting. If there are no other applicants the position will be re-posted in accordance with Article 3.06 (a).
- (h) (i) Where an employee successfully completes the probation period, the Company is not required to accept a request for removal from the position, unless the employee has successfully posted into another vacant contract position. If the Company permits the employee to transfer to the Spareboard, he shall be precluded from posting into a vacant contract position for a period of six (6) months, unless there are no other applicants.
 - (ii) Where an employee successfully completes the probation period, in the event there is a “material change” in the contract position, he may request removal to the Spareboard, without penalty. For the purposes of this Article, a “material change” shall be not less than a ten percent (10%) change in total daily/weekly remuneration or hours of work.

- (iii) An employee who successfully completes the probation period, or holds a contract position, shall be permitted to post into a vacancy not more than three (3) times in a calendar year, unless there are no other applicants.
- (i). (i) The Company shall have the right to fill any vacant position for up to thirty (30) calendar days from the Spareboard according to the Spareboard rules attached in Appendix 1.
- (ii) The junior available qualified employee must accept the vacant position if he is so assigned.
- (iii) The thirty (30) calendar day period may be extended with the consent of the Union in writing. Such consent will not be unreasonably withheld.
- (iv) When the Company requests an extension under (iii), the Company shall re-post the vacant position for a further twenty (20) calendar day period in accordance with Article 3.06 (1). If, at the conclusion of this further period there has been no successful applicant posted into the position, the Company shall have the right to assign the position to the most junior qualified employee from the Spareboard who must accept the position unless there is a mutual agreement between the Local Union President and the Company.
- (j) Temporary vacancies of greater than thirty (30) calendar days will be posted in accordance with Article 3.06(a) as term/temporary vacancies, stating that the term is indefinite, or, where the information is known, an expected expiry date for the vacancy.
 - (i) Where the vacancy is filled by a Spareboard employee, at the expiry of the term, the employee will return to the Spareboard by seniority.
 - (ii) Where the vacancy is filled by an employee in a contract position, at the expiry of the term, the employee will return to that contract position.
 - (iii) In the event that during the term position, the contract position has been abolished, or the employee is displaced by another employee pursuant to Article 3.05, the employee will have bumping rights under Article 3.05, which can be exercised at the expiry of the term position.

While in a term position, an employee may apply for any other available postings.

- 3.07 If an employee is removed from a contract position for disciplinary reasons, he shall be placed on the Spareboard in accordance with his seniority. He will be entitled to grieve the discipline in accordance with Article 5 of the Collective Agreement.

- 3.08 Seniority shall accumulate during such periods as the employee is employed by the Company, including employees who are on a bona fide leave of absence or Workers' Compensation.
- 3.09 In the instances of staff reduction, fourteen (14) calendar days' notice in writing will be given to an employee whose position is abolished. The Local Union Office will be supplied with a copy of such written notice.
- 3.10 An employee shall lose all his seniority, shall be removed from the seniority list and cease to be an employee for the following reasons:
- (a) If the employee quits.
 - (b) If the employee is discharged and not reinstated through the grievance or arbitration procedure.
 - (c) If the employee retires.
 - (d) If the employee is placed on layoff and not recalled within one (1) year.
 - (e) If the employee fails to return to work within seven (7) calendar days of a recall notice sent by registered mail or courier,
 - (f) If the employee fails to return to work immediately following the expiration of an authorized leave of absence without providing a satisfactory explanation to the Company.
 - (g) If the employee accepts a position outside the bargaining unit for a period of more than three (3) months.
- 3.11 When an employee receives an upgrade in classification from Straight Truck to Tractor, the employee will be subject to a training period of three (3) months. During the training period, the employee will receive regular updates on his progress.

ARTICLE 4 - DISCIPLINE AND DISCHARGE

- 4.01 An employee who has completed his probationary period will not be disciplined or discharged without just cause and shall have the right to appeal the discipline through the grievance procedure.
- 4.02 Prior to issuing discipline other than a verbal reprimand, the Company will convene a disciplinary interview with respect to the alleged incident giving rise to the discipline. The interview shall be convened within fourteen (14) calendar days from the date on which the Company could reasonably have become aware of the alleged incident.
- 4.03 Prior to convening a disciplinary interview, the Company shall provide the affected employee with reasonable advance notice of the meeting in writing with a copy to the Local Union Office, setting out the nature of the matter to be discussed. If possible, the notice will be personally delivered to the employee who will sign for receipt of the notice. If this

is not possible, the Company will send the letter by mail or courier and will follow up with a telephone call to the employee to ensure receipt of the notice.

Where the Company deems it necessary to impose an immediate suspension of an employee pending further investigation, the letter of suspension can be issued concurrent with the required notice of interview. A copy of the letter of suspension will be provided to both the employee and the Local Union Office.

- 4.04 The disciplinary interview will not be convened unless the employee has Union representation at the meeting. If the Local Union Office is notified and unable to provide representation at the interview within a twenty-four (24) hour period, the Company may proceed without Union representation provided the employee is afforded the opportunity of having an employee of their choice attend. If the affected employee does not attend the interview, the Company may make a decision on the incident without interviewing said employee.

Prior to the commencement of the interview, the Union representative will be advised of the nature of the infraction and provided with a copy of any available evidence relevant to the matter under discussion.

- 4.05 A copy of any decision of the Company regarding discipline will be provided in writing to the employee and the Local Union Office within fourteen (14) calendar days of the date of the interview. When an employee is to be suspended the suspension will take place on the day(s) immediately following the date on which the Company notifies the employee of the suspension.
- 4.06 The parties shall, upon request, exchange copies of all relevant information and evidence pertaining to the case.
- 4.07 Any discipline on an employee's file will not be taken into account in future disciplinary actions as soon as the employee has worked for a further continuous period of eighteen (18) months without receiving additional discipline. For the purpose of this Article time worked shall not include time on leave of absence or Workers' Compensation that is less than sixty (60) days.
- 4.08 Time limits under this Article may only be extended by mutual agreement between the parties.

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

- 5.01 A grievance shall consist of a controversy or dispute between the Company and the Union concerning the interpretation, application, meaning, operation or alleged violation of the Agreement including complaints regarding discipline. This includes the question of whether a matter of grievance is arbitrable or not. The parties to the Agreement shall settle the matter as herein provided.
- 5.02 **Step 1** - Within fourteen (14) calendar days from the date of the incident or from the date that the alleged incident became known, the Local Chairperson or designate shall present

the grievance in writing to the Driver Operations Manager or designate who shall endeavour to settle the grievance and render a decision in writing within seven (7) calendar days of receipt of the grievance.

Step 2 - Failing settlement at Step 1, within fourteen (14) calendar days of receiving the Step 1 decision the Local Union President or designate shall submit the grievance to the designated Company representative who shall render a decision within seven (7) calendar days of the receipt of the grievance.

The parties shall, upon request, exchange copies of all relevant information and evidence pertaining to the case.

Failing settlement at Step 2 and upon the request of either party, the matter will be referred to a Labour Management meeting prior to referring the matter to Arbitration in accordance with Article 5.03.

Upon mutual agreement between the Company and the Local Union President or designate, the parties may elect to attempt to resolve the dispute through mediation prior to proceeding to arbitration.

5.03 Should the parties fail to reach a satisfactory settlement in the preceding steps, the matter may be referred by either party to a single arbitrator for final settlement. It shall be the responsibility of the party desiring arbitration to so inform the other party in writing within fourteen (14) calendar days after the completion of Step 2 of the grievance procedure outlined in Article 5.02. In the case of a Union grievance a copy of the referral will be sent to the Human Resources Representative as designated by the Company.

5.04 The following persons shall act as arbitrators to hear grievances:

1. Tom Hodges
2. Arne Peltz

In the event any of the above-listed arbitrators ceases to be available, the parties shall agree to a replacement. In the event an agreement cannot be reached on a replacement, the Minister of Labour shall appoint a replacement. Until the Arbitrator is replaced, the remaining arbitrators shall be utilized to hear grievances.

5.05 The decision of the Arbitrator shall be final and binding upon both parties hereto.

5.06 The cost of the Arbitrator shall be shared equally between the Company and the Union.

5.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement. Grievances submitted shall not involve the determination of a subject matter not covered by this agreement. The Arbitrator has the right to determine whether the matter of a grievance is arbitrable or not.

5.08 Company Grievance

- (a) The Company may bring forward to the Union any grievance with respect to alleged violation or misinterpretation of the provisions of the Agreement. The Company shall state the nature of its complaint in writing and submit a signed copy of same to the Union requesting a meeting thereon within three (3) calendar days.
- (b) If settlement cannot be reached at the aforesaid meeting with the Union or any subsequent meeting which might be mutually agreed upon at the time, either party to this Agreement may request that the matter be submitted to arbitration. Such request must be made within seven (7) calendar days of the last meeting of the parties.
- (c) The procedure to be followed in arbitration is the same as previously set forth in accordance with Article 5.02.

5.09 Where a grievance is not progressed by the Union within the time limits and manner as outlined, the grievance will be considered to have been abandoned. Where a decision is not rendered by the Company within the time limits, and manner as outlined, the grievance may be progressed to the next step within the above time limits.

5.10 The time limits set out in this Article shall be observed. It is understood, however, that the parties may mutually agree to extend and/or waive any of the time limits imposed on either of them.

ARTICLE 6 - LEAVE OF ABSENCE

6.01 Employees may be granted leave of absence without pay to attend their Union meetings and conventions, but such leave will only be granted when it will not interfere with requirements of the Company as determined by the Company and provided the Company is not put to any additional expense.

6.02 Application for leave of absence for personal reasons shall be made in writing at least ten (10) calendar days prior to the projected first day of absence and shall set out the reasons for same. The Company, in its sole discretion, may grant a leave of absence without pay to a maximum of three (3) months to an employee requesting same in writing. This leave may be extended upon application in writing at the sole discretion of the Company. Leave of absence under this rule shall not be available or permitted for the purpose of engaging in work outside the Company except in exceptional circumstances. Copies of all requests for leaves of absence and Company responses will be provided to the Local Union Office.

6.03 Upon ten (10) calendar days written notice, employees who are elected to serve as Union representatives or delegates, will be granted time off without pay to attend to Union business, to a maximum of one (1) representative for each twenty-five (25) employees in the bargaining unit, provided, no more than two (2) employees per contract are off at one time. Without ten (10) calendar days' notice two (2) employees will be granted leave with additional employees being granted leave at the Company's discretion. For the purposes of weekly overtime entitlement, these employees will be credited with the applicable hours of work per day as defined in Article 9.02 to a maximum of two (2) days in any week.

- 6.04 (a) If an employee is temporarily medically unfit to perform his regular duties but is not totally disabled, the Company may provide the employee with a physician's certificate (Functional Abilities Form) to be completed by a doctor attesting to his medical restrictions. Upon presentation of the completed form, subject to the Company's duty of reasonable accommodation and the availability of suitable work/positions, the employee will be placed in a position within his restrictions.
- (b) If the employee, on a permanent or long-term basis, requires accommodation due to medical restrictions and has submitted a duly completed Functional Abilities Form (or other suitable medical report) the Company will notify the Local Union President or designate and consult with the Union.
- (c) Where an employee has been off work due to a disability (or illness), or has been at work on modified duties related to a disability, the Company may require the employee to provide a completed Functional Abilities Form (or other medical report acceptable to the Company), confirming that the employee is medically fit to return to normal duties, prior to permitting the employee to return to regular duties, or to resume active duties.
- (d) If the Company amends the Functional Abilities Form it will notify the Union.
- (e) The Union will be provided with regular updates on the status of employees who are being accommodated under this article. Upon request, medical information will be made available to the Union.

ARTICLE 7 - BEREAVEMENT LEAVE

- 7.01 (a) Bereavement Leave in the amount of three (3) working days with pay shall be granted in the event of the death of an employee's father, mother, wife, husband, son, daughter, brother, sister, common-law spouse, grandchild, mother-in-law and father-in-law, step-father/mother/child.
- (b) Bereavement Leave in the amount of one (1) working day with pay shall be granted in the event of the death of a grandparent, and brother/sister-in-law.
- (c) Bereavement Leave provisions under this Article will apply to same sex relationships.
- (d) Bereavement Leave does not have to be taken as consecutive working days but must be taken within twenty-one (21) calendar days of the date of death.
- (e) Bereavement Leave will not be considered as a "day worked" for the purpose of overtime only.
- 7.02 An employee may, in addition, be granted up to seven (7) consecutive calendar days special leave without pay.

7.03 Should Bereavement Leave be required concurrent with or overlapping a scheduled vacation period then such vacation shall be subject to movement to allow completion of Bereavement Leave after which time vacation will recommence.

7.04 For the purposes of this Article a full day will be as follows:

(i) Employees in hourly paid contract positions – based on the hours of work prior to overtime being paid on the specific contract as follows:

Overtime after eight (8) hours – Full day equals eight (8) hours

Overtime after nine (9) hours – Full day equals nine (9) hours

Overtime after ten (10) hours - Full day equals ten (10) hours

Overtime after eleven (11) hours - Full day equals ten (10) hours

(ii) Spareboard employees – Full day equals nine (9) hours

(iii) Employees in flat rated positions/Extended length positions – Full day equals ten (10) hours.

ARTICLE 8 - JURY DUTY

8.01 Where an employee is summoned for jury duty on a normal working day or is subpoenaed to appear as a witness on a matter arising directly from his duties or activities as an employee of the Company on a normal working day, the Company agrees to pay the equivalent of an eight (8) hour day for each day served on a jury at straight time rates less any amount received for the jury duty or witness duty paid for each regular work day lost.

Where an employee in the course of his work, is a witness to any matter not involving the Company and is subsequently subpoenaed to appear as a witness, the Company agrees to pay the said employee up to eight (8) hours for each day for such witness duty at the straight time rates of pay less any amount the employee received for witness duty pay.

ARTICLE 9 - HOURS OF WORK

9.01 It is understood and agreed that except as expressly provided in this Agreement, for the purposes of overtime the work day shall be nine (9) hours and the work week shall be forty-five (45) hours.

9.02 (a) Time worked by hourly employees in excess of the hours of work in Article 9.01 will be paid at a rate of one and one-half (1½) times their hourly rate with minimum increments of fifteen (15) minutes.

(b) Employees in a contract position paid by the mile for highway runs, or who are paid by the hour on peddle runs, will not receive overtime in accordance with this Article for time spent on those runs only.

- (c) Spareboard Drivers who take flat rated highway runs as a Spareboard employee will be paid and will have time credited to them for the purpose of overtime in accordance with Appendix 1 (Rule 15).
 - (d) Spareboard Drivers who take peddle runs as a Spareboard employee will not receive daily overtime but will receive weekly overtime if they work in excess of forty-five (45) hours.
 - (e) Where, on the same day, a Driver performs at least four (4) hours of city work for which there is daily overtime, and performs a peddle run, for which there is no daily overtime, all work will be deemed to be city work.
- 9.03 Overtime shall be authorized in such matter and by such persons as the Company may from time to time designate.
- 9.04 Employees will not generally be forced to work overtime, but it is understood and agreed that any job commenced will be completed once undertaken. Spareboard Drivers who have not reached their daily or weekly overtime threshold shall remain on duty and available for work until released by the Company unless the anticipated run time (as determined by the Company and supported by PC Miler for highway work and historical data for city work) for any additional work would put the Driver into overtime.
- 9.05 (a) For overtime work the Company agrees that a permanent list of Drivers who are willing to work overtime will be posted in the Dispatch Office (“the Overtime List”). To be placed on the Overtime List, a Driver shall complete an OT/ASAP/Weekend Availability Form that will specify the Driver’s availability by type of work, time/shift and weekend. Any Driver, upon written request to the Company, may have his name placed on, or removed from the Overtime List. Drivers may amend their availability particulars twice per year, on May 1st and November 1st, by completing an amended OT/ASAP/ Weekend Availability Form, or at any other time upon mutual consent with the Company. Spareboard Drivers upon completion of the work week in accordance with Appendix 1 will have their names placed on the Overtime List by seniority, unless they specifically request otherwise.
- (b) All overtime will be called from the overtime list. The only exception to this will be where there are regular overtime arrangements with a contract account. The Local Union Office will be advised in writing of these exceptions.
- (c) Overtime shall be called (once per occurrence in the following order):
- (i) Drivers who have posted their names on the Overtime List, by seniority in accordance with their availability on the OT/ASAP/Weekend Availability Form and provided they are available and qualified to perform the required work;
 - (ii) Restricted Drivers, by seniority (between Restricted Drivers), provided they are available and qualified to perform the work;

- (iii) Any other source available to the Company.
- (d) When a Driver requests his removal from the Overtime List, he shall remain off the list for two (2) months from the date of the written request.
- (e) A Driver who on three (3) occasions:
 - (i) refuses an overtime opportunity, or
 - (ii) fails to show up for scheduled overtime workshall be removed from the Overtime List for two (2) months from the date of the third occurrence.
- (f) A Driver in a posted position who refuses three (3) calls without justifiable reason, or fails to show up on three (3) occasions without justifiable reason, will be removed from the position for the greater of a period of six (6) months, or the next semi-annual posting date.
- (g) Weekend List: For weekend work, the Company agrees that a permanent list of Drivers who are willing to work weekends will be posted in the Dispatch Office (the "Weekend List"). To be placed on the Weekend List, a Driver shall complete an OT/ASAP/Weekend Availability Form that will specify the Driver's availability by type of work and time/shift. Any Driver, upon written request to the Company may have his name placed on, or removed from the Weekend List. Drivers may amend their availability particulars twice per year, on May 1st and November 1st, by completing an amended OT/ASAP/Weekend Availability Form, or at any other time upon mutual consent with the Company.
- (h) The OT/ASAP/Weekend List shall be posted with a copy sent to the Local Union Office.
- (i) Priority for weekend work shall be in accordance with the following:
 - (i) by Spareboard Drivers on the Weekend List, by seniority, with less than forty-five (45) hours that week;
 - (ii) by all other Drivers on both the Overtime and Weekend Lists, by seniority;
 - (iii) by Restricted Drivers, by seniority, which operates only between Restricted Drivers; and
 - (iv) from any other source, provided, this shall not be used to circumvent the hiring of bargaining unit Drivers.
- (j) A Driver on the Weekend List who refuses three (3) calls without justifiable reason, or fails to show up on three (3) occasions without justifiable reason, will be removed from the list for a period of six (6) months. Notice of the removal will be sent to the Local Union Office.

- (k) For the purposes of this Article weekend work will be defined as work commencing at or after 00:01 Saturday to 23:59 Sunday.
- 9.06 (a) Under no circumstances will an employee be assigned or deducted more than a one-half (1/2) hour meal break.
- (b) On any day that an hourly paid employee takes less than the required one-half (1/2) hour meal period:
- (i) Drivers in contract positions will obtain written authorization from their appointed customer dispatcher/supervisor or the Branch/Operations Manager;
 - (ii) Spareboard Drivers shall obtain approval from the on-duty dispatcher or the Branch/Operations Manager. Where the customer representative gives the authorization, the Spareboard Driver shall also advise with the Company dispatch office. The authorization will be noted on the employee's time card.
- (c) Drivers shall not be assigned or deducted a one-half (1/2) hour meal period where the majority of hours worked in the day are on a peddle run(s).
- 9.07 Employees scheduled to work and who report to work, shall be paid three (3) hours pay at the regular rate of pay, unless the employee received notice not to report at least one (1) hour prior to the commencement of the shift.
- 9.08 Employees will not be required to suspend work during working hours for the purpose of absorbing overtime.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 The following shall be statutory/designated paid holidays:

- | | |
|----------------------|-----------------|
| Good Friday | Victoria Day |
| August Civic Holiday | Labour Day |
| Thanksgiving Day | Boxing Day |
| Christmas Day | Remembrance Day |
| New Year's Day | Canada Day |

It is agreed that the first holiday proclaimed by the Federal Government, such holiday will be added to the above list.

- 10.02 (a) A full day's holiday shall be granted to each employee for the days as set out in Article 10.01 herein, provided the employee(s):
- (i) was not on unpaid leave of absence granted by the Company at the request of the employee,

- (ii) reported to work on the holiday, after having been called to work on/for that day, and,
 - (iii) has been employed for a minimum of thirty (30) days prior to the holiday.
- (b) For the purposes of this Article a full day will be as follows unless otherwise agreed by the parties:
- (i) Employees in hourly paid contract positions – based on the hours of work prior to overtime being paid on the specific contract as follows:
 - Overtime after eight (8) hours – Full day equals eight (8) hours
 - Overtime after nine (9) hours – Full day equals nine (9) hours
 - Overtime after ten (10) hours - Full day equals ten (10) hours
 - Overtime after eleven (11) hours - Full day equals ten (10)hours

Employees in hourly paid Spareboard positions – Full day equals nine (9) hours
 - (ii) Employees in contract positions paid by the mile or flat rated and employees with “mixed” methods of pay will be paid one twentieth (1/20th) of the wages excluding overtime earned by the employee in the four (4) week period immediately before the week in which the holiday occurs.

- 10.03 (a) Where the Company requires employees to work on a Statutory Holiday, the work will be offered in the following order:
- (i) to employees who normally do the work, by seniority;
 - (ii) if the available work/positions are not filled, the Company will post the shifts at least two (2) weeks prior to the holiday. The posting will remain open for five (5) calendar days and will be filled by seniority, providing the employee has the necessary qualifications to do the work; and
 - (iii) any remaining work will be allocated by the Company to qualified employees on the Spareboard, in reverse order of seniority, and these employees shall be obligated to accept the shifts.
- (b) Employees who agree to work in accordance with items (i) and (ii) above and employees who are required to work in accordance with item (iii) above who make themselves unavailable to work on the holiday without a bona fide reason will not receive holiday pay.

- 10.04 (a) Employees absent on any of the above mentioned holidays, due to bona fide illness (not covered by Workers' Compensation) commencing not more than thirty (30) calendar days prior to said holiday, shall be entitled to such holiday pay. Bona fide illness shall be proven to the Company's satisfaction by the production of a proper certificate from a duly qualified medical practitioner.

- (b) Employees on vacation during a period in which one of the above holidays is observed on a work day shall receive an additional day vacation.

10.05 If an employee is required to work on a Statutory Holiday the following conditions will apply:

- (a) He will receive time and one-half (1½) the hourly rate of pay for his classification for all hours worked on the Statutory Holiday. In addition, if the employee qualifies in accordance with Article 10.2 above, he will be entitled to holiday pay for the day.
- (b) If he is required to work on a Statutory Holiday for a customer who operates on a seven (7) day per week basis, he will receive his regular rate of pay for the hours worked on the Statutory Holiday and another day off with pay in lieu of the holiday pursuant to Article 10.02 and subject to mutual agreement of that date by the employee and the Company.
- (c) The parties agree that where a Statutory Holiday falls on a day off, (defined as a Saturday, Sunday, or a Driver's regularly scheduled day off [*"day off"*]) employees required to work on the holiday will be paid in accordance with this Article 10.05.
- (d) The parties further agree that an employee who is not required to work on the holiday will be paid in accordance with Article 10.02, or will be provided with another day off in lieu of the holiday.

ARTICLE 11 - VACATIONS

- 11.01 (a) In assignment of vacations, an employee's anniversary date of last hire shall be considered as the qualifying date for annual vacation purposes, after which date annual credits commence.
- (b) Vacation requests must be submitted to the Company in writing by March 1st of each year. The Company will inform individual employees in writing by April 1st of the vacation dates allotted to them. Vacation requests must be booked in blocks of five (5) days. Single days of vacation will only be granted at the discretion of the Company.
- (c) It is agreed that no more than ten percent (10%) of the workforce will be granted vacation at one time based on seniority. It is further agreed that the following minimum limitations will be applied for employees on contract positions:

1- 10 Drivers	1 employee
11-15 Drivers	3 employees
16 - 24 Drivers	4 employees
>25 Drivers	6 employees, on the following basis:
	Hourly Day Drivers: 2
	Hourly Night Shift Drivers: 2
	Mileage/Flat Rate Drivers 2

Employees who have not completed a vacation bid by March 1st and are in contract positions where the customer has an annual shutdown, shall be required to take vacation during the shutdown, except with permission of the Company.

Employees who complete vacation requests under (e) below, or who have vacation entitlement that exceeds the length of the customer shutdown, shall be placed on the Spareboard by seniority, where they shall remain until the customer shutdown expires.

- (d) An employee entitled to annual vacation during the calendar year shall take such vacation as scheduled during that calendar year unless prevented by sickness or bona fide reason.
- (e) Employees who do not submit a vacation request by March 1st or are prevented from taking their scheduled vacation as outlined above shall be granted vacation at a time mutually agreed upon by the employee and the Company on a first come basis. Such employees shall request vacation by submitting a Vacation Request Form to the Company designate.
- (f) A copy of the completed vacation schedule will be posted on April 1st with a copy sent to the Local Union Office. No changes in the posted dates shall be allowed unless mutually agreed to by the Branch Manager or designate and the Local Union President or designate.

11.02 Any employee dismissed for cause or an employee who leaves the service of the Company at a time when an unused portion of vacation with pay stands to his credit, shall be paid such vacation wages as are due as follows:

- (a) Where the employment of an employee ceases before the completion of a twelve (12) month period, the Company shall pay the employee an amount equivalent to four percent (4%) of his gross wages.
- (b) If the employee is entitled to ten (10) working days' vacation with pay, he shall receive four percent (4%) of gross wages;
- (c) If the employee is entitled to fifteen (15) working days' vacation with pay, he shall receive six percent (6%) of gross wages.
- (d) If the employee is entitled to twenty (20) working days' vacation with pay, he shall receive eight percent (8%) of gross wages.

- (e) If the employee is entitled to twenty-five (25) working days' vacation with pay, he shall receive ten percent (10%) of gross wages.
- 11.03
- (a) New employees will qualify for ten (10) working days' vacation with pay upon completion of twelve (12) months of service, with vacation pay of four percent (4%) of gross wages.
 - (b) Any employee having five (5) years of continuous service with the Company shall be entitled to fifteen (15) working days with pay of six percent (6%) of gross wages.
 - (c) Any employee having twelve (12) years of continuous service will receive twenty (20) working days with pay of eight percent (8%) of gross wages.
 - (d) Effective May 14, 2020, any employee having twenty-five (25) years of continuous service will receive twenty-five (25) working days with pay of ten percent (10%) of gross wages.

ARTICLE 12 - GENERAL

12.01 The Company shall supply a locked bulletin board in a mutually agreed location for the purposes of posting Union notices.

12.02 Drivers are required to conduct all pre/post trip inspections and reports and maintain current and accurate logs.

Drivers must notify the Company immediately when their logs are taken for review or copied at any inspection point, or by any government or regulatory body (excluding Canada Revenue Agency).

12.03 Should the Company deem it necessary for an employee to wear a uniform during his course of employment, he will wear same, keeping it clean and in good repair. Prior to any major changes to the uniform policy, the Company will seek input from the Labour Management Committee.

The Company shall provide each employee with a uniform allowance of \$250 once every twelve (12) months (based on most recent anniversary date of hire), for clothing ordered from the Company or one of its designated suppliers.

The Company shall provide lined and unlined coveralls as part of the uniform allowance. It is understood that coveralls are not a Company approved uniform item except for Shunt Drivers.

Upon termination or resignation, employees shall return any uniform item that has the Company logo on it.

12.04 Employees covered by this Agreement will not be required to operate any mechanical equipment other than power jacks when making deliveries or pickups at any other firm's premises save and except, where it is required on contracts held by the Company.

Employees will not be required to operate any mechanical equipment unless they have received proper training and safety instruction on the equipment.

- 12.05 It shall not be considered a violation of employment should an employee refuse to cross a legal picket line recognized by the Union at the place where a legal strike is in progress.
- 12.06 The Company agrees to grant time off with pay to one (1) employee for the purpose of processing grievances with the Company on behalf of the Union. The Company also agrees to grant time off for the Bargaining Committee as stipulated in Definition #3 for the purpose of negotiations with the Company towards a new Collective Agreement. For the purposes of weekly overtime entitlement, these employees will be credited with the appropriate hours of work per day as defined in Article 9.02. The Company further agrees to pay four (4) of the employees on the Bargaining Committee for time spent relating to negotiations.
- 12.07 Strikes or Lockouts - During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike, lockout or slowdown, or interruption with the production or operation of the Company by any employee, and the Company agrees that there will be no lockout.
- 12.08 (a) It is understood and agreed that employees will be required to give notice to the Company of any impending absence from duty and wherever possible, such notice shall be given as soon as the employee involved becomes aware of such impending absence from duty. Notice shall be given at least two (2) hours prior to the employee's scheduled work time unless a bona fide emergency prevents the employee from providing such notice.
- (b) Employees who have pre-arranged doctor or dentist appointments will notify the Company in writing, via text, email or letter, date and time stamped by the Operations Manager (or designate) at least twenty-four (24) hours in advance of their impending absence from duty.
- 12.09 Employees shall not be ordered by the Company to take out on the streets or highways any Company or third party vehicle/equipment which is considered unsafe by the Driver. Subject to the provisions of Section 128 of the Canada Labour Code, an employee may refuse to operate Company/Third Party vehicle/equipment, only if the employee has reasonable cause to believe that use or operation of the vehicle/equipment constitutes a danger to the employee, another employee, or to the general public. Drivers shall not be permitted to refuse to drive a particular vehicle on any other basis. The employee shall complete the necessary defect forms supplied by the Company regarding the defects. This will also apply to any other unsafe equipment including third party trailers.
- 12.10 (a) All Drivers assigned in contract positions (including those who fill in from the Spareboard) must turn each week's time and billing into the Company within twelve (12) hours from completion of a shift for the purpose of acquiring proper payment for hours worked including overtime. All other Drivers will turn in all delivery slips at the end of each day. Corrections required due to late submission

of time records by an employee will be made on the following payroll. Any Company errors will be rectified on the current payroll if possible.

- (b) Drivers shall not be permitted to make unauthorized notations on their daily trip sheet.
- 12.11 No unauthorized personnel will be allowed to ride in any Company vehicle without written permission of the Company and, upon request, a copy of the authorization will be provided to the Local Union Office.
- 12.12 Employees will be required to supply written authorization to enable the Company to obtain driver abstracts. The Company will pay for the costs of all required abstracts and will be responsible for all administration costs. Drivers will, upon request, be provided with copies of all of their abstracts obtained by the Company.
- 12.13 (a) Safety boots are required to perform the work assignments. After completion of the probationary period, the Company will contribute one hundred and fifty dollars (\$150.00) once every twelve (12) months, upon satisfactory proof of purchase. Where no purchase is made in a twelve (12) month period, an employee may carry forward the entitlement for one (1) year for a combined entitlement of three hundred dollars (\$300.00). Safety boots shall be above the ankle unless the employee has a documented medical exemption, CSA approved, properly worn and in good condition.
- (b) After the completion of the probationary period, the Company will contribute twenty-five dollars (\$25.00) towards the purchase of Maxxdry Gripon Boot covers once every twelve (12) month period, upon satisfactory proof of purchase. There will be no carry forward of this entitlement.
 - (c) Winter gloves and safety goggles designed to wear on top of prescription glasses will be provided to employees upon request.
- 12.14 Drivers shall be responsible for all fines related to their operation of a Company vehicle, where they are determined to be culpable, except for overweight infractions. Drivers who suspect that their load is overweight must report it to dispatch by text message if possible and if instructed will proceed to the first available scale. The Driver will not incur any cost for the use of the scale and will be paid for all time spent. Where a Driver is issued an overweight infraction and is determined to be culpable, the Company may implement disciplinary measures.
- 12.15 The Company must be made aware of any suspension or other restriction imposed on an employee's drivers' license and any fine, infraction or ticket related to the operation of a Company vehicle or a customer vehicle on behalf of the Company within twenty-four (24) hours of the employee being advised. Failure to disclose a suspension or restriction on the employee's driver's license while continuing to operate a Company vehicle **may** result in immediate dismissal.

12.16 Drivers who fail to fuel at designated Company fuel stops will be responsible for the difference in the fuel prices plus a fifteen percent (15%) administration fee except in cases of bona fide emergency. The Company will provide written confirmation of designated fuel stops and any temporary or permanent changes.

12.17 Non-Discrimination

The Company and the Union agree to abide by the Canada Human Rights Act and the Canada Labour Code.

(a) The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of ancestry, colour or race, nationality or national origin, ethnic background, religion or creed, religious belief or association or activity, age, sex, pregnancy, gender-determined characteristics, sexual orientation, marital or family status, source of income, political belief or association or activity, physical or mental disability, or by reason of union membership or activity.

(b) The Company will advise the Local Union Office of any reported incidents of harassment or bullying involving bargaining unit members. The Company will advise the Local Union Office of the resolve in these cases. Upon request, the Union will be provided a copy of all information and investigative documentation regarding the incident.

(c) Should the employee be dissatisfied with the outcome of the investigation, they will have access to the grievance procedure.

(d) In consultation with the Local Union President, three-day anti-harassment training will be developed and delivered for Union representatives to a maximum of three (3) and Company representatives who are assigned by the respective parties to handle harassment complaints. The Union will provide the trainer and material and the Company will pay lost wages for the training.

12.18 Employees must advise the Company immediately of any work-related injuries or accidents. Reporting must take place prior to the end of the shift on the date of the injury or accident, and include both a verbal report and written account of the accident, using the requisite form, unless prevented from doing so by extenuating circumstances. In the event an employee is injured as a result of an accident while in the course of his employment, the Company will pay the employee full wages for the day of the accident and provide reasonable transportation to his home terminal without cost to the employee.

12.19 All vehicles will be equipped with a fire extinguisher. All highway vehicles will be equipped with a first aid kit.

12.20 The Company assigns vehicles to the Drivers. Drivers shall not have the right to refuse to accept the assignment of any particular vehicle except when the vehicle is an “unsafe workplace” in accordance with the provisions of the Canada Labour Code.

- 12.21 Employees will receive a full breakdown of all monies paid as well as all deductions with their pay cheques. This breakdown will include but will not be limited to method of remuneration, regular hours worked, overtime hours, general holiday pay, vacation, flat rate payment with drops and/or miles driven (if applicable).
- 12.22 Employees will be provided with a copy of their driver trip ticket sheet, at the time they are turned in, upon request.
- 12.23 A copy of all Company rules and policies and updates of same will be provided to the Local Union Office.
- 12.24 (a) The Company will designate three (3) Pro Trainers for the following positions:
- (i) Crane Operations
 - (ii) FlatDeck and Moffett Operation
 - (iii) RollOff and Lugger Truck Operation
- (b) The Company reserves the right to add any additional or eliminate any existing Pro Trainer positions at the sole discretion of management provided notice of any such change is given to the Union.
- (c) The Pro trainer position will be posted in accordance with Article 3.06 (a).
- (d) Pro Trainers will be selected by the Company based first and foremost on the demonstrated ability and proficiency in the desired area while employed with the Company. This level of proficiency will be evaluated at the sole discretion of the Company. All things being equal, the position will be awarded to the most senior employee.
- (e) Pro Trainers will receive pay at their regular hourly rate in accordance with Article 12.24 (b) and at their regular mileage rate in accordance with Schedule "A", as well as an additional \$25 per day or any portion of each day spent performing training duties.
- (f) An hourly employee doing training/familiarization, at the request of the Company, will be paid a premium of one dollar (\$1.00) per hour for all hours so engaged. Flat rated/mileage Drivers doing training/familiarization at the request of the Company, will be paid a premium of twenty-five dollars (\$25.00) for each run so engaged.
- 12.25 Employees required to attend mandatory training will be paid at their hourly rate for all time spent in training and all materials will be provided with no cost to the employee. All employees shall receive the required Dangerous Goods training and all relevant updates.
- 12.26 Non-bargaining unit employees shall not perform bargaining unit work except in the following circumstances:
- (a) for the purpose of training/instruction;

- (b) in emergencies;
- (c) in situations where there are no other qualified/available employees on the Spareboard or overtime list.

When non-bargaining unit employees perform work under items (b) and (c) the Company will forward to the Union documentation advising when the work was done, reason and duration.

12.27 Forty-five (45) Minute Call-In Procedure: In situations where a particular employee has a documented history of tardiness or “no call, no show”, the employee will be given a letter advising him that he is required to call in on work days at least forty-five (45) minutes prior to his shift to confirm his attendance. Failure to do so may result in the shift being filled and the employee being sent home without pay. The Local Union office will be given a copy of the letters and advised when an employee is sent home under this Article.

12.28 The Company agrees to pay into a special fund a lump sum of seven hundred dollars (\$700.00) annually for the purpose of providing Paid Education Leave. Such monies are to be paid into a trust fund established by the National Union and made payable to the Unifor Training Fund and forwarded to:

Unifor Canada
Unifor Training Fund
205 Placer Court,
Toronto, ON M2H 3H9

12.29 The following procedures will be implemented in situations where the Employer intends on recouping wage overpayments:

- (a) The Company shall contact the Local Union as soon as it is aware that an overpayment was made to an employee.
- (b) The Company shall provide the Local Union with all documentation related to the overpayment.
- (c) Should the Union have any concerns about the legitimacy of the overpayment, no money will be deducted from the employee until the matter is resolved.
- (d) The Company shall give notice to any affected employee of no less than one full pay period prior to any deduction being made.
- (e) Any overpayment in excess of \$250 will be not be deducted in one lump sum. The Employer will only deduct \$250 per pay period until the amount is paid in full.

ARTICLE 13 - WAGE SCALE:

13.01 (a) The following wage scale sets out the hourly rates to be paid to employees during the course of this Agreement.

	May 14 2019	May 14 2020	May 14 2021	May14 2022
Straight Truck	\$17.65	\$18.15	\$18.65	\$19.15
Tractor/Tandem Axle	\$19.90	\$20.40	\$21.00	\$21.60

(b) The wage scale for flat rate/mileage Drivers is contained in Schedule A.

13.03 (a) The Company will pay hotel room costs of a Driver who is unable to return to the City of Winnipeg in the evening due to bona fide mechanical failure of the Driver's vehicle.

(b) The Company will pay hotel room costs of a Driver with a day cab who is stranded outside the city overnight for justifiable reasons (e.g. inclement weather or hours of service).

13.04 Shift differential will be paid as follows:

(a) Hourly Drivers commencing work between the hours of 4:00 PM and 4:00 AM will receive a shift differential of sixty cents (\$0.60) per hour for all hours worked in addition to the applicable hourly rate of pay.

(b) Flat/mileage rated Drivers who work between the hours of 4:00 PM and 4:00 AM will receive a shift differential of sixty cents (\$0.60) per hour for all hourly paid work that occurs between the hours of 4:00 PM and 4:00 AM in addition to their flat/mileage rate.

13.05 The following delays will be paid at the hourly rate of pay. All times must be marked on the applicable Company/customer documentation and must be signed for when possible.

(1) Border crossing

(2) Breakdown of Company equipment (on the basis of eight (8) hours paid, eight (8) hours unpaid, eight (8) hours paid, eight (8) hours unpaid and so on, except if away from home terminal – all time paid)

(3) Stops and drops (to be paid at the applicable "stop rate" or by the hour, depending on the customer)

(4) Loading and unloading, tarping, chaining (all time paid)

(5) Coupling and uncoupling, switches and swaps (all time after one (1) hour per occurrence unless otherwise stipulated in this Agreement.

- (6) Justifiable delay not attributable to the Driver (time paid on the basis of eight (8) hours paid, eight (8) hours unpaid, eight (8) hours paid, eight (8) hours unpaid and so on).
- (7) Justifiable delay on account of road closure, provided the Drivers has attempted and is unable to take an alternate legal route or had been instructed not to take an alternate route (time paid on the basis of eight (8) hours paid, eight (8) hours unpaid, eight (8) hours paid, eight (8) hours unpaid and so on). A flat rated Driver will be paid for additional mileage if instructed to take an alternate route.
- (8) Drivers shall not make any claim for lost wages for a lost trip that may have resulted from a justifiable delay. The Company will offer available substitution work to any Driver who loses a trip as a result of an incident covered by (2), (6) or (7).

13.06 The following premiums will be paid for all hourly paid time spent providing the following listed services:

- (a) Specialty Work #1 Premium: \$1.00 /hour
 - General Flat Deck / Straight Truck Tandem Axle Highway
- (b) Specialty Work #2 Premium: \$1.25 /hour
 - Non Steel Service Customers: Super Bs /B Trains hourly with or without Moffet Mounty (includes tarping)
- (c) Specialty Work #3 Premium: \$1.25 /hour
 - Steel Service Customers: Super Bs / B Trains / Flat Deck; with or without Moffet Mounty (includes tarping)
- (d) Specialty Work #4 Premium: \$1.25 /hour
 - Handbombing: All time from arrival at customer until departure if required to handbomb
- (e) Specialty Work #5 Premium: \$1.25/hour
 - Crane Operation: Premium applies for all time when operating the crane only
- (f) The above premiums will not be applied to Statutory Holiday Pay but will be applied to gross pay for vacation purposes. The premiums will be paid on overtime but not at an overtime rate.

13.07 The Company will provide the Union with job descriptions including expected run times and conditions for all contract positions including updates.

- 13.08 (a) Employees will be paid according to the remuneration schedule in Schedule A or by the hour as stipulated in Article 13.01.
- (b) Should the Company acquire new business, or encounter circumstances such that it has to pay rates other than stipulated in Schedule A, same will not be done without agreement of the Union.
- 13.09 Employees temporarily required to working a lower rated classification shall receive the wage rate of the higher classification. Employees temporarily required to work in a higher rated classification shall receive the wage rate of the higher classification while so engaged.
- 13.10 A U.S. premium of two cents (\$0.02) per mile will be paid for all miles associated with a trip destined for or originating from the United States. As an example, if the mileage from Winnipeg to Minneapolis is 487 miles then the Driver would get the premium for all these miles (not just the miles on the U.S. side of the border). The same would apply for the return trip.

ARTICLE 14 - HEALTH AND WELFARE PLAN

- 14.01 The Company will provide the employees covered by this Agreement with access to a Health and Welfare Plan administered by a third party insurer, subject to the following eligibility conditions, and any other eligibility conditions contained in the Plan:
- (a) Any employee who is hired by the Company shall be covered by the Plan five (5) months from last date of hire.
- (b) Employees changing marital status or whose number of dependants change, shall notify the Company's payroll department in writing within one (1) week of the change. An employee's same sex spouse will become eligible for spousal coverage on benefits contained within this agreement, in accordance with the spousal eligibility requirements of the current plan.
- (c) The Company shall have newly hired employees complete all forms relating to the Plan at the time of hiring.
- 14.02 The Plan will provide the following benefits the costs of which will be borne equally between the Company and the employee:
- (a) Life Insurance \$50,000.00.
- (b) Accidental Death & Dismemberment \$50,000.00.
- (c) Extended Health Care: The Plan shall include a direct pay prescription drug card.
- (d) Dental Plan – The annual maximum coverage per family member will be one thousand five hundred dollars (\$1500.00). The Plan shall include Major Dental at fifty percent (50%) coverage.

- (e) The Company agrees that the coverage under this Article will not be reduced from the current Plan during the term of this Agreement without the consent of the Union.
- (f) The costs of the administration of the Plan will be borne by the Company.

14.03 **Driver Retention Plan:**

The Company will implement and register a Pension Plan with the following terms and conditions:

- Eligibility: Upon completion of six (6) months of continuous employment
- Vesting Period: Two (2) years after date of joining the plan
- Defined Contribution Plan: two percent (2%) of gross pay matched by Company to an annual maximum of eight hundred dollars (\$800) (effective May 14, 2019), nine hundred dollars (\$900) (effective May 14, 2020), one thousand dollars (\$1000) (effective May 14, 2021) and eleven hundred dollars (\$1100) (effective May 14, 2022). Employees may contribute additional funds by payroll deduction.
- Plan is voluntary for employees.
- Plan is administered by a third party (Manulife). Set up fee to be paid by the Company. Annual registration fee to be shared equally (Current fee \$11.00)
- Plan is self-directed.

ARTICLE 15 - UNION SECURITY

- 15.01 The Company agrees to deduct the amount of monthly dues, levies and initiation fees as determined by the Union on a monthly basis from the salaries or wages of each and every employee covered by this Agreement.
- 15.02 In the event an employee does not have sufficient earnings in the pay period from which dues are deducted to permit deduction of union dues, the Company will carry forward such amount or amounts and deduct such dues from earnings payable in the following month or months.
- 15.03 The Company agrees that the aforesaid deductions shall continue during the life of this Agreement, and after the expiry date thereof during the entire period that any negotiations are proceeding with a view of concluding a new Collective Agreement.
- 15.04 The Union agrees to advise the Company of the amount of the monthly dues or levies to be deducted, and all amounts to be deducted shall be forwarded by the Company to the Union on a monthly basis with a monthly total, together with a list of the names of the employees for whom deductions have been made.
- 15.05 In consideration of the premises, and of the Company making the compulsory deductions of Union dues or levies herein provided, the Union agrees to and does hereby indemnify

and save the Company harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Company by reason of the Company making the compulsory check off of Union dues or levies provided for in this Article.

- 15.06 The Union shall notify the Company in writing of any changes in the amount of dues or levies at least one (1) month in advance of the end of the pay period in which the deductions are to be made, provided that such changes shall not occur more than twice in any calendar year.
- 15.07 The Union shall provide the Company with a list of officers and representatives of the Union, and shall provide the Company with a revised list from time to time.
- 15.08 The amount of dues or levies will be certified to the Company over the signature of a responsible officer of the Union.
- 15.09 It is agreed and understood that the Company will arrange to show the amount of Union dues deducted for each employee on each employee's T-4 slip.
- 15.10 The Company shall furnish to the Local Union Office the names, addresses and telephone numbers of every employee covered by the Agreement once per year. Updates will be provided upon request up to a maximum of three (3) times per year.
- 15.11 The Company agrees that when a new employee is hired, it will provide the Local Chairperson or designate with a reasonable period of time during the orientation process to address such new employees for the purpose of acquainting them with the obligations of an employee to the Union.

When the Local Chairperson attends an orientation meeting during his working hours, he shall suffer no loss of pay. He shall however not be paid overtime in the event such attendance extends beyond the end of his scheduled shift, and he shall not be paid for attendance at such meetings which are held outside his working hours.

- 15.12 The Company agrees that it will require all new employees to complete Union Form OR-B-1771 and forward the completed form to the Local Union Office within thirty (30) days of hiring the employee.

ARTICLE 16 – MATERNITY/PARENTAL/COMPASSIONATE LEAVE

- 16.01 Employees shall be granted maternity, parental and compassionate leave in accordance with the applicable Sections of the Canada Labour Code.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The Company and the Union agree to maintain a joint Safety and Health Committee in accordance with the Canada Labour Code, Part II. The committee shall be comprised of two (2) representatives from the Company chosen by the Company and two representatives from the Bargaining Unit chosen by the Union. Two (2) chairpersons shall be selected

from and by the members of the committee, one (1) of which shall be a bargaining unit member chosen by the bargaining unit members of the committee, and the other shall be a Company member chosen by the Company members of the committee.

17.02 The Safety and Health Committee shall meet at least once each month and, where meetings are urgently required as a result of an emergency or other special circumstance, the committee shall meet as required.

17.03 The members of the Safety and Health Committee are entitled to such time from their work as is necessary to attend meetings or to carry out any of the other functions of a member of the committee. Members of this Committee will receive nine (9) hours pay at the applicable hourly rate for attending regular monthly meetings and will not be required to perform their regular duties as a Driver on the day of the meeting. In the event of an emergency meeting as outlined in Article 17.02 they will be paid at the applicable hourly rate for time spent and may be required to perform their regular duties as a Driver if they have not exceeded their hours of work.

17.04 Each Union member of the Committee will be granted an educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division of Unifor and its labour affiliates such as the Manitoba Federation of Labour or the Winnipeg Labour Council.

ARTICLE 18 – LABOUR MANAGEMENT COMMITTEE

18.01 A Labour Management Committee will be established to discuss issues of common concern including Driver appreciation initiatives.

18.02 The Committee will meet a minimum of once per year. Other meetings will be scheduled as required or requested by either party.

18.03 The labour members of the Committee will be appointed by the Union to a maximum of four (4). They will be paid lost wages when attending the meetings or will be paid eight (8) hours at the hourly rate if the meeting is held on their regular rest day. If the meeting takes place on a day when the employee has a trip scheduled after the conclusion of the meeting the employee has the option of forfeiting the trip with no loss of pay, or, working and receiving an additional eight (8) hours at straight time.

18.04 The Alternate Pay Committee will become a sub-committee of the Labour/Management Committee:

- (a) The Alternate Pay Committee will be made up of two (2) unionized employees appointed by the Local Union President and Company representative(s) chosen by the Operations Manager or designate.

SCHEDULE "A"

Mileage/Flat Rates

All mileage to be based on PC Miler City Centre to City Centre (practical route). The Company uses PC Miler Version 21 and will advise the Union of any change.

All Mileage Rates	May 14, 2019	\$.4443/Miles
	May 14, 2020	\$4543/Mile
	May 14, 2021	\$4643/Mile
	May 14, 2022	\$4743/Mile

A Stop shall refer to:

- Any stop wherein merchandise is loaded or unloaded. Where any combinations of loading, unloading, swapping, or switching occur at the same location, it shall be considered one Stop.
- Swapping or switching a trailer with another trailer at a location away from the home terminal.

The final return of the tractor/trailer to its Winnipeg location(s) shall not be a Stop.

All stops will be paid as follows:

Single Stop:	\$6.00
Multiple Stops:	\$11.50 per stop

All Mileage Rates include the following:

- Vehicle pre and post trip inspections
- Travel time to and from Canada Cartage System yard to customer's facility (if applicable)
- The initial assembly of trailer combinations per trip (trailer coupling and uncoupling), and the final disassembly.

Extended Length Mileage Trips – Turn Pike Doubles (LCV)

- Will be paid a premium of ten cents (\$0.10) on all miles.
- All additional trailer coupling and uncoupling events, beyond the initial assembly/final disassembly, will be paid at the rate of seven dollars and fifty cents (\$7.50) per, whether "enroute" or at customer location(s).

APPENDIX 1

The following Spareboard Rules apply to a Driver who is a Spareboard employee in accordance with definitions 9 and/or 10:

1. Drivers are placed on the Spareboard in seniority order with three (3) Spareboard seniority lists as follows:
 - (i) Tractor
 - (ii) Straight Truck
 - (iii) Restricted

When a Straight Truck Driver is awarded a vacant Tractor position, then following completion of the fifteen (15) working day trial period, he will be classified as a Tractor Driver. If he subsequently returns to the Spareboard he shall not be entitled to, but may be assigned, Straight Truck work. A similar reclassification will occur when a Straight Truck Driver completes fifteen (15) working days of Tractor work in a temporary vacancy. A Straight Truck Driver shall not be entitled to exercise seniority over Tractor Drivers in the allocation of Spareboard Tractor work.

2. Drivers are called for work in order of seniority, provided they are available to work (properly rested and not out of hours).
3. Dispatching will be done the day prior to the workday in question for all known available work as follows:
 - (i) By seniority, Drivers will be dispatched before 6:00 P.M. by phone/text message/or in person at the Dispatch Office.
 - (ii) Unless already contacted pursuant to (i) above, dispatch calls for the following day will be made to the number provided by the employee, between 12:00 P.M. and 6:00 P.M. Monday to Friday and 1: 00 P.M. to 4:00 P.M. on Saturday and Sunday. The Company may change the time of the calls upon one (1) week's written notice to the Union. Rule #4 shall apply to these calls.
 - (iii) After 6:00 P.M., or for any cancellations or other unassigned work, Drivers will be called by seniority. Rule #4 shall apply to these calls.
4.
 - (i) The Dispatcher will make one (1) call within the designated period. If the Dispatcher is unable to contact the employee following the one call, he/she can move to the next employee. If unable to contact the employee during the designated period, the employee may not be offered work for that day unless there are no other available/qualified Drivers.
 - (ii) Notwithstanding Rules 3 and 4 (i), Drivers may call in for work at any time, and will be dispatched by seniority.

5. Dispatchers will offer the employee available work by category (i.e. highway, city-day, city- afternoon, city-nights, temporary vacancies).
6. For ASAP Work, the Company agrees that a permanent list of Drivers who are willing to work will be posted in the Dispatch Office (the "ASAP List"). To be placed on the ASAP List, a Driver shall complete an OT/ASAP/Weekend Availability Form that will specify the Driver's availability by type of work and time/shift. Any Driver, upon written request to the Company may have his name placed on, or removed from the ASAP List. Drivers may amend their availability particulars twice per year, on May 1st and November 1st, by completing an amended OT/ASAP/ Weekend Availability Form, or at any other time upon mutual consent with the Company. ASAP work will be dispatched in same manner. If the start time is less than two (2) hours but greater than one (1) hour from the time the Company became aware of the need for a Driver, the Dispatcher only has to make one (1) call to the eight (8) senior employees who have not been dispatched, within a five (5) minute period before moving to the next employee. If, after the eight (8) senior employees have been called, the job remains unfilled, or if the Company became aware of the need for a Driver less than one (1) hour from the required start time, the position may be filled at the Dispatcher's discretion.
7. Employees who are dispatched to a specific job will not be called back if another position becomes available.
8. Employees will not be offered jobs they are not deemed qualified for bona fide reasons (i.e. no highway experience or unable to work for specific customer under terms of Collective Agreement).
9. If an employee misses his call the evening before, or is called and advises he is unavailable for work, and calls/attends in the morning to ask for work, he will not be offered work until all other available employees have been offered with work that day.
10. Employees who do not want to be offered certain categories of work must indicate this in writing. If at a later date, the employee wishes to change this request, it must be submitted in writing.
11. Employees who have forty-five (45) hours in the week as stipulated in the Definition Article of the Collective Agreement are transferred to the overtime list. The employees on the overtime list will not be offered work until everyone on the Spareboard has achieved forty-five (45) hours, or there is no one from the Spareboard available/qualified to do the work. These employees will be called for overtime in accordance with Article 9.05 and this Appendix.
12. Employees can be offered a "load", shorter trip, or other work rather than a full day's work in order to limit overtime, provided the Company cannot artificially split a shift to avoid overtime. If the work is for "the last trip of the week", the Company can offer a flat rated trip at the appropriate mileage rate, without overtime, to a Driver who has completed at least thirty-six (36) hours of work in that week, or, the Driver may retain his position on the Spareboard and remain available for other available work to attain forty five (45) hours work that week.

13. Employees who are unavailable to work due to illness or other compelling reasons must inform Dispatch in accordance with Article 12.08.
14. Employees are responsible for advising Dispatch when they are out of hours or have not had a proper rest period between jobs to ensure safe driving.
15. Employees who are called to work on a flat rated position will be compensated in accordance with the rate for the position and will be credited with nine (9) hours work for each calendar day on the job, for the purpose of weekly overtime.
16. The Dispatcher will notate all the following information on permanent signed dispatch sheets:
 - (1) the time requests for Drivers are received in Dispatch,
 - (2) calling attempts and results

Upon request, the Union will be provided with a copy of dispatch sheets for specific dates.

17. Notwithstanding any other provision of Appendix 1, the junior qualified employee must accept such work as is dispatched to him.
18. Restricted Drivers will be placed on a separate list in order of start date as a Restricted Driver. They will be called to work in accordance with their stated restrictions in order of seniority relative to other Restricted Drivers only. When a Restricted Driver wishes to remove the restrictions and make himself available for full time/regular hours, he shall give written notice to the Company and the Union, and shall be given seniority from the date of the notice, backdated to a date that reflects the total number of days worked as a Restricted Driver (Formula: Total hours /6/5 = total # of calendar days).

Where a Restricted Driver who initially was a full time Driver removes the restriction the formula for setting his new full time seniority date shall be as follows:

- The date on which he removes the restrictions, backdated by the number of days worked as a Restricted Driver as per Rule 18, plus the number of days previously worked as a full time Driver.

A Driver will only be permitted to go from full time to restricted and back to full time on one (1) occasion while getting credit for full time seniority.

The following is an example of how this amendment is applied:

- January 1, 2000: Full Time
- January 1, 2001: Moves to Restricted status
- January 1, 2002: Removes restrictions, after working the equivalent of two (2) months in the year as a Restricted Driver.

New full time seniority date: January 1, 2000, backdated by 1 year as full time plus two (2) months as restricted = 14 months back from January 1, 2002, namely November 1, 2000.

If this Driver subsequently reinstates restrictions, he shall fall under Rule 18.

19. All complaints regarding errors or violations of these rules will be handled in accordance with the Grievance/Arbitration procedures already outlined in the Collective Agreement.

A grievance will not be progressed by the Union alleging that a junior Driver received more hours than a senior Driver on a daily basis.

Where a Driver has less than one hundred and forty (140) paid hours in any two (2) consecutive pay periods a grievance may be filed alleging that a junior employee received more hours in the combined pay periods, provided the senior Driver has made himself available for work and was not booked off for any days in the pay periods.

Dated this 5th day of July, 2019.

FOR THE COMPANY:

SPat

FOR THE UNION:

Ln Payne

APPENDIX 2

DEFINITION OF HARASSMENT

Canada Cartage System and Unifor Canada Local 4209 are committed to providing a harassment free workplace.

Harassment includes comments or conduct that is known or ought reasonably to be known to be unwelcomed, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds in the Human Rights Code

Bullying is persistent, offensive, abusive, intimidating, malicious or insulting behaviour, abuse of power or unfair penal sanction which makes the recipient feel upset, threatened, humiliated or vulnerable, which undermine their self-confidence and which may cause them to suffer stress.

All employees, whether management or unionized, are expected to treat others with courtesy and consideration and to discourage harassment. The Company also expects that its customers to treat the employees with courtesy and respect.

Harassment/bullying may take many forms including verbal, physical or visual. Harassment/bullying could be a single or repeated written or verbal comment, physical act, gesture or display that causes an employee to be humiliated or intimidated and which could reasonably cause a lasting, harmful effect on an employee. It may involve a threat or an implied threat or be perceived as a condition of employment.

The following examples could be considered as harassment/bullying but do not include all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which causes awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Unwelcome invitations or requests,
- Condescension or paternalism which undermines self-respect,
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is Not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

LETTER OF UNDERSTANDING #1 – HOME DEPOT

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
And
UNIFOR LOCAL 4209

Re: Home Depot

It is agreed that employees who work for the Company in contract positions at Home Depot will work such hours as may be directed, which may include:

- (a) four (4) days on, four (4) days off,
- (b) four (4) days on, (3) three days off at eleven (11) hours per day, or
- (c) five (5) days on, two (2) days off, at nine (9) hours per day

Where the shifts fall under (a) and (b), overtime will be paid after eleven (11) hours in one day and forty-four (44) hours per week.

Where the shift falls under (c), overtime will be paid after nine (9) hours in one day and forty-five (45) hours per week.

Home Depot Curbside/Beyond Curbside Box Truck Positions:

- Overtime after 9/45
- Home Depot Customer Service/In-home delivery premium of \$1.50/hour for all hours worked
- Drivers must be suitable for customer service home delivery standards of Home Depot

Home Depot Swamper:

- Overtime after 9/45
- Rate of Pay: May 14, 2019 \$14.40 per hour
 May 14, 2020 \$14.80 per hour
 May 14, 2021 \$15.20 per hour
 May 14, 2022 \$15.50 per hour
- Home Depot Customer Service/In-home delivery premium of \$1.50/hour for all hours worked

The above premiums for Drivers and Swampers will not be applied to Statutory Holiday Pay but will be applied to gross pay for vacation purposes. The premiums will be paid on overtime but not at an overtime rate. Swampers and Drivers will not receive Specialty Work #4 premium under Article 13.06.

Drivers in contract positions on this account will be guaranteed hours in such amounts as are approved by the Home Depot. To be eligible for the guarantee, Drivers must remain on standby at Company approved locations for the duration of the regular work day in order to qualify for the guaranteed hours. The guaranteed hours are to be determined by the Home Depot. Drivers shall be trained before commencing work on this account.

Dated this 5th day of July, 2019

FOR THE COMPANY:

Stat

FOR THE UNION:

On Lapie

LETTER OF UNDERSTANDING #2 – OVERTIME PROVISIONS

between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
and
UNIFOR LOCAL 4209

Re: Overtime Provisions

It is agreed that the Company will pay overtime after eight (8) hours per day, to bargaining unit members in contract positions at any customers whose contracts provide for overtime on that basis.

As of the date of this Agreement, those contract positions include:

1. Finmac Lumber
2. West Rock
3. Hardwood

It is further agreed that all Employees - including Spareboard Drivers - who work at the customers listed above will receive daily overtime after eight (8) hours when working on a temporary vacancy, in substitution for any Contract Driver for any reason (medical leave, vacation leave, personal leave), or on an additional temporary position.

Dated this 5th day of July, 2019

FOR THE COMPANY:

SPat

FOR THE UNION:

In Lajie

LETTER OF UNDERSTANDING #3 – MOTOR COACH INDUSTRIES

between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
and
UNIFOR LOCAL 4209

Re: Motor Coach Industries

It is agreed that employees who work for the Company on contracts with Motor Coach Industries performing Tractor/Trailer movements from Winnipeg, MB to Pembina, North Dakota shall be paid a flat rate (which includes pay for stops and premium payments for specialty work) as follows:

May 14, 2019	\$99.25
May 14, 2020	\$102.00
May 14, 2021	\$104.80
May 14, 2022	\$107.95

Any excess waiting time – time over one (1) hour experienced at the Emerson, MB/Pembina ND International border crossing shall be paid at the hourly tractor rate as per Article 13.05 of the current collective agreement.

Statutory Holiday pay will be based on the hourly method of pay in accordance with Article 10.02 (b) (1).

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #4 – FLAT RATED AND OTHER SPECIAL RUNS
(CANADIAN TIRE /CORE-MARK)

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
and
UNIFOR LOCAL 4209

Re: Flat Rated and Other Special Runs

The parties agree that the following flat rates and premiums where applicable will be paid on the specific runs/contract positions for customers as set out below:

(1) **Brandon Single Stop:**

<u>May 14, 2019</u>	<u>May 14, 2020</u>	<u>May 14, 2021</u>	<u>May 14, 2022</u>
\$152.80	\$157.00	\$161.35	\$166.15

All Stops will be paid at the applicable Stop Rate

(2) **Canadian Tire Highway:**

- Brandon Trips: paid at the flat rate in (1) above;
- All other destinations paid at the applicable Mileage Rate;
- On all Canadian Tire mileage based runs, all Stops/loading and unloading paid at the hourly rate, from “minute one”, and Specialty Work #4 premium will apply.
- Drivers will not be paid stop rates.

(3) **Other Flat Rated Runs:**

(i) **Brandon Turnpikes – Includes two (2) stops**

<u>May 14, 2019</u>	<u>May 14, 2020</u>	<u>May 14, 2021</u>	<u>May 14, 2022</u>
\$226.90	\$233.15	\$239.60	\$244.75

(ii) **Kenora Single Stop**

<u>May 14, 2019</u>	<u>May 14, 2020</u>	<u>May 14, 2021</u>	<u>May 14, 2022</u>
\$140.25	\$144.10	\$148.00	\$152.50

(iii) **Kenora Multiple Stops – Includes two (2) stops**

<u>May 14, 2019</u>	<u>May 14, 2020</u>	<u>May 14, 2021</u>	<u>May 14, 2022</u>
\$162.65	\$167.10	\$171.70	\$176.85

Additional stops under (1) and (4) will be paid at \$11.50 per stop.

Premiums listed in this Letter of Understanding will not be applied to Statutory Holiday Pay but will be applied to gross pay for vacation purposes. The premiums will be paid on overtime but not at an overtime rate.

The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #5 – FAST (FREE AND SECURE TRADE) CARD PROGRAM

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
and
UNIFOR LOCAL 4209

Re: Fast (Free And Secure Trade) Card Program


1. A new applicant for employment who is seeking Highway work/Runs to the U.S. shall apply for and obtain certification under the FAST Program at the expense of the new applicant, as a condition of hiring.
2. An existing employee seeking Highway work into the U.S. shall supply a criminal record, if not already on the U.S. Consortium, prior to being approved for application to the Fast Program. The expense of such a Criminal Record search shall be reimbursed by the Company. If the employee is already on the U.S. Consortium a second criminal record search will not be required.
3. In either case the Company shall be responsible for the expense associated with the FAST Program application. In the event that the Driver leaves the Company for any reason within six (6) months of receiving his or her card the cost of the application shall be deducted from the Driver's final payroll settlement.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #6 – REGINA VITRAN SIT AND WAIT RUN

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
and
UNIFOR LOCAL 4209

Re: Regina/Vitran Sit and Wait run

The parties agree that the following flat rate will be paid on the specific runs/contract positions for customer as set out below:

Regina/Vitran sit and wait

Paid in accordance with PC Miler (722 miles). Upon arrival eight (8) hours unpaid, five (5) hours paid and one stop. Driver will remain on clock until out of hours and then will revert to Article 13.05

The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #7 – MTS

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
and
UNIFOR LOCAL 4209

Re: MTS

The Parties agree the following premiums will be paid for all hours on the MTS contracts:

MTS

- Payment of \$1.00 premium as per Article 13.06(c) for Specialty Work #3 on all hourly paid work, for which mileage rate is not paid (i.e. drop time over one (1) hour or city/non-mileage based work)
- Payment of Specialty Work #4 premium required to handbomb.
- Mileage premium of \$.0225 on all miles
- Payment of Specialty Work #5 Premium for all hours spent operating a crane

If there are any runs to Brandon, the mileage rate will be paid in accordance with Brandon Single Stop/Flat rate, as per LOU # 4.

The above premiums will not be applied to Statutory Holiday Pay but will be applied to gross pay for vacation purposes. The premiums will be paid on overtime but not at an overtime rate.

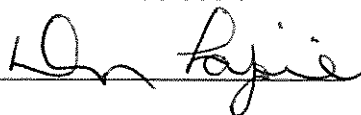
The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #8 – BROCK WHITE SEASONAL WORK

Between

CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)

And

UNIFOR LOCAL 4209

Re: Brock White Seasonal Work

The Parties hereto agree to the following terms and conditions of Brock White Seasonal Contract:


1. If the position is vacant it will be posted in accordance with Article 3 as a “seasonal” position.
2. At the end of the “season” the drivers awarded to the contract will be given a five (5) day notice of the end of the seasonal position.
3. Upon being advised that the contract is ending the drivers will have the right to go to the Spareboard.
4. When the seasonal contract is scheduled to re-commence the drivers who had previously been on the contract will be recalled to the position without the requirement of a posting. They have the right to refuse the recall in which case the position will be posted in accordance with the terms of Article 3.06.
5. The Specialty Work #5 Premium will be paid for all hours spent operating a crane.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #9 – LUCERNE/STARBUCKS

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
And
UNIFOR LOCAL 4209

Re: Lucerne/Starbucks

The Parties agree that employees on the Lucerne/Starbucks contract/account will be paid a flat rate as set out below:

- The Driver will receive one (1) hour, at the applicable hourly rate of pay, as defined by the collective agreement, for their pre-trip, travel time to Lucerne and loading of the deliveries.
- Each delivery will be compensated at a flat rate equal to one (1) hour, at the applicable hourly rate of pay, as defined by the collective agreement
- The Driver will receive one half (1/2) hour, at the applicable hourly rate of pay, as defined by the collective agreement, for travel time from the last delivery back to CCS and a post-trip.
- Hours worked beyond 9 hours per day or 45 hours per week, as per the collective agreement will be paid on an hourly basis at the applicable overtime rate of pay.
- The driver will not receive Specialty Work #4 premium under Article 13.06

As an example:

5 deliveries the Driver will be paid 6.5 hours at the applicable hourly rate of pay
6 deliveries the Driver will be paid 7.5 hours at the applicable hourly rate of pay
7 deliveries the Driver will be paid 8.5 hours at the applicable hourly rate of pay
8 deliveries the Driver will be paid 9 hours at the regular hourly rate and .5 hours at the OT rate
9 deliveries the Driver will be paid 9 hours at the regular hourly rate and 1.5 hours at the OT rate
10 deliveries the Driver will be paid 9 hrs at the regular hourly rate and 2.5 hours at the OT rate
11 deliveries the Driver will be paid 9 hrs at the regular hourly rate and 3.5 hours at the OT rate
12 deliveries the Driver will be paid 9 hrs at the regular hourly rate and 4.5 hours at the OT rate

The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 5th day of July, 2019

FOR THE COMPANY:

Stat

FOR THE UNION:

On Lapie

LETTER OF UNDERSTANDING #10 – RE: GERDAU LUGGER

Between

CANADA CARTAGE SYSTEM (Winnipeg Division)

And

UNIFOR AND ITS LOCAL 4209

RE: Gerdau Lugger

The Parties agree that the following terms and conditions will apply to all Gerdau Lugger runs:

1. The runs will be paid a flat rate based on a set number of hours per run paid at the following hourly rates per hour. Information as to specific runs will be available from Dispatch for assigned drivers.
 - May 14, 2019 \$22.85 per hour
 - May 14, 2020 \$23.50 per hour
 - May 14, 2021 \$24.15 per hour
 - May 14, 2022 \$24.85 per hour
2. Justifiable Delays will be paid in accordance with the rates set out in Item 1 above.
3. Drivers will be credited with twelve (12) hours of work for each calendar day on the job for the purpose of weekly overtime. Weekly overtime will be paid after sixty (60) hours.
4. Statutory Holiday and Bereavement Leave pay will be twelve (12) hours for a day's pay.
5. Detailed information on all runs and updates will be provided to the Local Union Office.

Dated this 5th day of July, 2019

FOR THE COMPANY



FOR THE UNION:



LETTER OF UNDERSTANDING #11 – RECOCHEM

**Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
And
UNIFOR AND ITS LOCAL 4209**

Re: Recochem – Fluid Transport and Delivery Operations Rates of Pay

The Parties agree that the following terms and conditions will apply to all employees working on the Recochem contract:

HOURLY RATE:

- May 14 – 2019 \$19.90
- May 14 – 2020 \$20.40
- May 14 – 2021 \$21.00
- May 14 – 2022 \$21.60
- A RECOCHEM premium of \$2.50 per hour will applied to all hours worked
- Highway Peddle Run Trips with less than 451 miles per round trip shall be paid at the hourly rate of pay as outlined above

MILEAGE RATE FOR 451 + MILES RETURN TRIPS:

- May 14 – 2019 \$.4443
- May 14 – 2020 \$.4543
- May 14 – 2021 \$.4643
- May 14 – 2022 \$.4743
- A RECOCHEM premium of \$0.040 per mile for all miles where no hourly rate is paid

STOP RATES:

- Single: \$6.00
- Multiple Stops: \$11.50
- RECOCHEM Premium per stop: \$10.12

The provisions of Article 13.06(e) shall apply to these premiums.

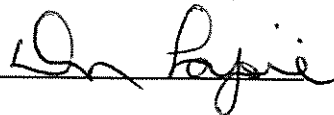
The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #12 DEMERIT PROGRAM

Between
Canada Cartage System (Winnipeg Division)
And
UNIFOR LOCAL 4209

Re: Demerit Program

The parties agree that the following terms and conditions of a Demerit Program will be implemented as follows:


1. This program consists of a process to address driving violations and accidents. The demerit system will only apply to driving violations, compliance issues and vehicle accidents. The purpose of the program is to educate/train drivers to prevent future recurrences.
2. All other disciplinary matters will be dealt with in accordance with Articles 4 and 5 of the Collective Agreement
3. The demerit system and the disciplinary system are two separate and distinct systems that do not build on each other (i.e. demerits are not converted and added to the disciplinary system and the disciplinary system will not be reduced to demerits).
4. Article 4.01 of the Collective Agreement will apply to the demerit system. This means that an employee cannot receive demerits without just cause and has the right to appeal the demerits through the grievance procedure as set out in Article 5 of the Collective Agreement.
5. When an incident occurs that would trigger the demerit system (vehicle accident, driving violation, compliance issue) the incident will be reviewed by the ARC (Accident Review Committee). The driver's written report will be part of this review process.
6. If Committee requires further clarification from the driver, an interview will be set up and the driver has the right to bring their Union representative. The meeting will be considered a Report Meeting and the questions will be confined to what was written in the driver's report.
7. Upon request, the Union will be provided with any and all facts and evidence upon which the ARC Committee's determination of culpability of the driver was based.
8. Once the Committee assessment is complete the Demerit program will be used to apply demerit points in accordance with the agreed upon, attached Demerit Chart to a driver who has been found culpable.
9. Demerits will be assessed for infractions based on the Demerit Chart. This chart will only be modified or changed by mutual agreement between the parties.

10. If an incident has multiple infractions a driver may be assessed an appropriate amount of demerits for each infraction.
11. Demerit Reduction: Demerits will be reduced when a driver achieves event/infraction free operation for a complete calendar month at the rate of half a demerit point (.5) per month that they were incident free.
12. If a driver works for a continuous period of eighteen (18) months without receiving additional demerits, all remaining demerits will be removed from their file in accordance with the terms of Article 4.07 of the Collective Agreement.
13. Appeal Process: All appeals of the assessment of demerits will be handled in accordance with Article 5 (Grievance Procedure and Arbitration) of the Collective Agreement.
14. Demerit Updates: Drivers will receive an update to their demerit count any time that they receive a letter advising them that they have received demerits or their demerit count has been reduced. The letter would also outline the forecasted month in which their demerits points could be reduced to the level of zero (0).
15. Demerit Restrictions: Drivers reaching the threshold of twelve (12) demerits will be restricted from performing Cryogenic, U.S. and LCV operations. Drivers restricted from these operating classes will not be given “bumping rights” and will be placed on the Spareboard (Call Cartage) until such time they can bid on and be awarded a vacant position through the bidding process as set out in the Collective Agreement. The threshold to be awarded a position within the Cryogenic, U.S. and LCV operations would be a maximum of three (3) demerits, assuming all other criteria and customer requirements are met.
16. Maximum Demerit Threshold: Upon exceeding the maximum allowable demerit threshold of twenty (20) demerits, a driver’s employment with the Company will be terminated for cause. The driver will retain the right to appeal the decision as laid out in point 13 above.
17. Drivers who reach the threshold of ten (10) demerits will be given a road test. At fifteen (15) demerits they will have a review and at twenty (20) demerits they will be unable to work in accordance with point #16 above.
18. Demerit Chart: The agreed upon chart of points will be posted on a bulletin board in a high traffic area and a copy will be provided to every driver. No changes will be made to the chart unless mutually agreed upon with the Union. Such changes will be communicated to all drivers in advance of implementation.
19. Implementation of LOU #16: Drivers with driving and compliance infractions on their record will not enter the system at zero (0) demerits. Their record will be reviewed for the last twelve (12) months from the date of signing this Letter of Understanding and they will be assessed demerits accordingly.

20. The parties agreed that in the case of dismissible infractions, if there were mitigating circumstances or not enough supporting evidence to prove one hundred percent (100%) preventability, then a lower point total than set out in the chart may be considered.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #13 – CP MATERIALS

**Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
And
UNIFOR AND ITS LOCAL 4209**

Re: CP MATERIALS – Contract

The Parties agree that the following terms and conditions will apply to all employees working on the CP Materials contract:

MILEAGE RATE FOR ALL TRIPS:

- May 14, 2019 \$.4443
- May 14, 2020 \$.4543
- May 14, 2021 \$.4643
- May 14, 2022 \$.4743
- A premium of \$0.050 per mile shall be applied to all compensable miles.
- All hourly work shall be paid as outlined in Article 13.01 (a)
- All Stops shall be paid as outlined in Schedule “A”

The provisions of Article 13.06(e) shall apply to the above \$0.050 premium.

The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #14 – CP – ST JOSEPH

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
And
UNIFOR LOCAL 4209

Re: CP – St Joseph Flat Rate Run

The parties agree that the following terms and conditions will apply to all CP-ST JOSEPH runs:

- The runs will be paid a flat rate based on departures from CP yard and return and will be paid as follow:

Effective May 14, 2019	\$99.05 per run
Effective May 14, 2020	\$101.75 per run
Effective May 14, 2021	\$104.55 per run
Effective May 14, 2022	\$107.45 per run

- A driver may be required to do two (2) runs in a day.
- There will be a minimum of one (1) posted position.
- Any and all additional runs will be assigned to the Spareboard and will be governed in accordance Appendix 1 – Spareboard Rules
- Breakdown of equipment and justifiable delays will be paid in accordance with Article 13.05.

The terms and conditions in this letter shall remain in force for so long as the existing customer contract providing for those terms and conditions remains in place and are subject to mutual agreement between the parties.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #15 – COMPANY CELL PHONES

Between
CANADA CARTAGE SYSTEM (WINNIPEG DIVISION)
and
UNIFOR LOCAL 4209

Re: Blackberry / Cell Phone Policy

Where the Company issues communications equipment (Blackberry, etc.) to an employee, it is to be used for work-related purposes. Any monthly bill that is more than plan, and reflects excessive use, may be subject to discipline or repayment by the employee.

Employees will not be responsible for damages for normal wear and tear to equipment. Wilful damage, modification (including SIM Card) or loss of equipment may result in progressive discipline.

Any such device will be used primarily to assist the Company in its operations. The Company reserves the right to monitor the use of the phone in accordance with its policies, and make its best efforts to limit use for disciplinary purposes to situations where the Company has reasonable grounds or where there is any suspicious Driver activity that can be investigated using the phone as a tool.

Dated this 5th day of July, 2019

FOR THE COMPANY:



FOR THE UNION:

