

COLLECTIVE AGREEMENT BETWEEN:

**JACK COOPER CANADA LP1**

AND:

**THE WESTERN CANADA COUNCIL OF TEAMSTERS**

GENERAL TEAMSTERS, LOCAL UNION NO. 362

TEAMSTERS LOCAL UNION NO. 395

TEAMSTERS LOCAL UNION NO. 979

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## **ARTICLE NO. 1 - INTENT AND PURPOSE**

- 1.1 The Company and the Union agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer to promote efficiency and service, and set forth herein the basic Agreement controlling rates of pay, hours of work, dispute procedures and conditions of employment.
- 1.2 There shall be no effort by either signatory to misinterpret, read into or delete from any of the provisions of this Agreement.
- 1.3 Therefore, this Agreement between the Union and the Company signed by the accredited officials of both Parties, has been mutually agreed upon and the terms as laid out shall be carried out in letter and spirit by both Parties.

## **ARTICLE NO. 2 - RECOGNITION**

- 2.1 The Company agrees to recognize the Union as the sole Collective Bargaining Agent for all employees of the Company, in the work categories falling within the area jurisdiction of this Agreement, save and except as otherwise provided herein.

### **Section A**

1. It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully co-operate individually and collectively for the advancement of conditions.
2. The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Trucking Industry and of the Company.

### **Section B**

All work within the Bargaining Unit shall be performed only by those persons coming within the Bargaining Unit referred to in the Certificate of Bargaining Authority held from time to time by the Union, save as hereinafter expressly provided:

1. Management and supervisory employees who do not normally perform work in the Bargaining Unit will be permitted to perform Bargaining Unit work during emergencies, but this will not be done to reduce the number of Regular Employees.
2. Contract railcar unloaders (Alberta and Saskatchewan).
3. Contract checkers.
4. Guards, watchmen, security staff.
5. Janitors.
6. Building and grounds maintenance staff, such as plumbers, electricians, painters, fencers, etc
7. Undercoaters (Manitoba and Saskatchewan).

8. Shop foreman will only work in emergency situations, or where regular employees are not available.

It is represented that the "Parts Clerk" and "Claims Representative" are not included in the Bargaining Unit.

### **Section C**

1. All employees will be informed by the Company that they are to sign an authorization card, authorizing the Company to deduct from their earnings, Union Initiation Fees, Union Dues and/or other accessorial charges as levied against them by the Union. The Company will remit same to the Union.
2. It is agreed that as a condition of employment, each employee shall within seven (7) days of commencing employment hereunder, become and remain a member in good standing of the Union.
3. Authorization cards will be furnished by the Union and shall be in accordance with, and as prescribed by, the applicable Labour Relations Code.
4. The Company shall furnish to the Union a list of new employees taken into employment by the Company, stating the initial date and location of hiring, within fourteen (14) days of their being hired.

### **Section D**

A Regular Employee shall be considered as such an employee of the Company when:

1. he has completed his probationary period.
2. he makes himself available to the Company for full-time employment, or as he may be needed.
3. he recognizes the Company as his sole employer.
4. he has no other outside employment which will in any manner interfere with, or reflect upon, his employment with the Company.
5. he has fully qualified in regard to the Company approved physical examinations or other normal Company requirements.

### **Section E**

All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days of employment.

There shall be no responsibility on the part of the Company respecting employment of probationary employees, should they be laid off for lack of work, or discharged during the probationary period.

Part-time employees shall be considered probationary for the first **ninety (90)** days worked.

## Section F

- a) All persons employed to supplement the regular hourly work force, to provide additional help on an incidental basis to cover peak periods, shall be classified as part-time employees.

The Company will not use part-time employees to circumvent the creation of full-time jobs.

- b) Upon completion of **three hundred and eighty-four (384)** hours of work within any **ninety (90)** calendar days, an employee shall become a regular employee and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that **ninety (90)** day period. The hours will be calculated from the log book.

- c) A part-time employee shall:

- i. be carried on a part-time roster, and where practicable shall be called in to work according to their position on that roster. Where an employee has outside gainful employment, he shall not be carried on the part-time roster ahead of an employee who has no outside gainful employment.
- ii. be given first opportunity to qualify for a regular employee as openings become available, and will then be placed at the bottom of the regular employee seniority list, providing he meets all the Company qualifications and requirements.
- iii. not be called to work when regular employees are available and willing to accept that work.
- iv. not be eligible for Health and Welfare, and Pension provisions contained in this Agreement.
- v. be paid for General Holidays in accordance with the Canada Labour Code.

## ARTICLE NO. 3 - MANAGEMENT FUNCTIONS AND GENERAL CLAUSES

- 3.1 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- 3.2 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- 3.3 Any employee who accepts gainful employment that may be considered a conflict of interest, or in any way affects his employment obligations with the Company, while on vacation, may be terminated unless agreed to by the Company and the Union.
- 3.4 The Company will provide bulletin boards at its terminals on which to post changes in Company rules and regulations, and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.
- 3.5 Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its plants, properties or any of its parts thereto.

- 3.6 All drivers and operators of equipment shall be dispatched according to agreed upon Local Dispatch Rules. The Company and the Union agree that a signed memorandum be filed with both Parties identifying Local Dispatch Rules, annual bids, and bid conditions. This memorandum will be subject to change upon mutual agreement by the Parties.

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

- 4.1 The Parties hereto recognize that all the clauses and stipulations of this Agreement are subject to Grievance Procedure.
- 4.2 The Company shall allow time off without pay to any man who is serving on a Union Committee, or as a Delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.
- 4.3 Authorized agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to the Union contract clauses, and shall in no way interrupt the Company's working schedule.
- 4.4 It shall not be a violation of this Collective Agreement for an employee to post a Teamster Union label in a conspicuous place in the cab of the vehicle or equipment which he is operating. The label, and where it is applied, must be approved by the Company.

#### **ARTICLE NO. 5 - SHOP STEWARDS**

- 5.1 The Union shall appoint or elect Shop Stewards, and shall notify the Company in writing of such appointment or election. At no time shall any Steward be discriminated against for his Union activities.
- 5.2 It shall be the Steward's duty to process grievances as outlined in Article No. 6 of this Agreement. The Steward shall be held responsible for the same quality of work as other employees. Employees subject to disciplinary action will have Union representation unless declined by the employee. Any steward attending meetings will be paid for time spent attending meetings requested by the Company.
- 5.3 The Union will inform the Company in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Company will not be asked to recognize any Steward until such notification from the Union has been received.
- 5.4 Stewards shall have no authority to take strike action or any other actions interrupting the Company's business, except as authorized by official action of the Union.
- 5.5 Should there be cause to suspend or discharge the Steward, the employer shall in every case, promptly notify the Local Union in writing.
- 5.6 The Company will grant a "Leave of Absence" to employees from each Local Union, as members of the Union Negotiating Committee, to negotiate a new agreement with the Company. The Company will pay the daily guarantee to one employee per local Union for each day in attendance at negotiations.

**ARTICLE NO. 6 - GRIEVANCE PROCEDURE AND ARBITRATION**

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

**STEP 1** - Any grievance of an employee shall first be taken up between such employee and his immediate supervisor. The employee will be entitled to representation at this stage by a Shop Steward, or a Union representative.

Time limits to institute a Grievance are:

- a) Termination or layoff                      five (5) working days
- b) All others                                      fifteen (15) working days.

**STEP 2** - Failing settlement under Step 1, the grieving party will reduce his grievance to writing and it will be referred to and taken up between the President or other bargaining representative of the Union, and the Company's representative authorized by the President or officer of the Company. Such written notice will be made within five (5) days from the completion of Step 1. Any questions dispute or controversy that is not a kind that is subject to Steps 1 and 2 may be taken up at this stage.

**STEP 3** - Failing settlement under Step 2, the matter will be taken up in presentation to a Board consisting of two (2) Union members selected by the Union and two (2) Company members appointed by the President or officer of the Company.

**STEP 4** - Failing settlement under the above steps, the matter will be referred to an agreed upon neutral person to act as an Arbitrator, who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

6.2 The Arbitrator's decision will be final and binding, and shall be applied forthwith.

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

6.4 All grievances shall be resolved in accordance with the terms of this Article, without stoppage of work, cessation of work, refusal to work or refusal to continue to work or slow-down or lock-out.

**ARTICLE NO. 7 - SENIORITY**

7.1 The purpose of seniority regulations is to provide a policy governing layoffs and rehiring. In the event of a reduction of the working force, the Company shall apply the principle of "last on - first off" insofar as it is consistent with management's obligation to maintain an efficient working force. Following a layoff, rehiring shall be executed conversely to the outlined layoff procedure.

7.2 There will be separate Seniority Lists for each Company terminal to include all persons who are covered by this Collective Agreement.

7.3 There will be five (4) Seniority Lists:

- 1. All drivers
- 2. All Yardmen
- 3. All shop employees
- 4. Part-time employees

- 7.4 a) Seniority shall prevail in the event of layoffs, with the junior employee in each work classification covered by this Agreement being laid off first, providing the senior employee is qualified and capable of performing the available work.
- b) Seniority shall prevail for the purpose of posted shift preferential and overtime, provided the employee is qualified. There shall be no job bumping privileges outside of the employee's job classification.
- c) Any new job or vacancy on existing jobs shall be posted for seven (7) days. The Company shall give consideration to existing employees when filling said openings.
- d) In all maintenance operations, the Company and Union will meet to establish shifts, and a memorandum shall be signed and filed with the Parties concerned, and form part of this Agreement.
- e) The Company will make every effort to recall laid off yard employees when sufficient work is available.
- 7.5 The Seniority Lists will be prepared and posted by the Company every three (3) months. A copy of this List will be submitted to the Union.
- 7.6 Employees shall be considered probationary until placed on the Seniority List. A probationary period of ninety (90) calendar days shall apply in the case of each new employee, during which time seniority shall not apply, and an employee during that time may be laid off without reference to seniority and the Employer shall not be obligated to recall such an employee. Upon completion of the probationary period, seniority shall date from the latest date of hiring.
- 7.7 Those promoted to supervisory positions, or those positions not subject to this Agreement, will retain their seniority for a period of one hundred and eighty (180) calendar days after a promotion, and if demoted for any reason, or if they voluntarily request reinstatement to their former position in the Bargaining Unit within one hundred and eighty (180) calendar days, the transfer will be made and the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should they be subsequently discharged from such a position beyond the jurisdiction of this Agreement. The Company shall be responsible to maintain the Union dues during this leave.
- 7.8 Any person who is permitted to change from one work classification to another (i.e. from Yard personnel to Driver) will be allowed to return to the former work classification, provided arrangements are made to so do within one hundred and eighty (180) calendar days.
- 7.9 Seniority shall be lost if any employee:
- a. voluntarily leaves the employ of the Employer, or
  - b. is discharged for cause, or
  - c. after a recall from layoff, fails to report for work after seven (7) days **after notification by registered mail to the last known address**, or
  - d. is absent without authorization for three (3) consecutive working days without legitimate reason, or
  - e. is on continuous layoff for twelve (12) months subject to an employee having achieved six (6) months seniority.

## 7.10 LEAVE OF ABSENCE

Leave of Absence in excess of thirty (30) days will not be granted until a request for same is submitted in writing to both the Union and the Company, and mutually agreed upon. Such request will not be unreasonably withheld.

- 7.11 An employee on Leave of Absence will not accept other employment without first obtaining the consent of the Employer. Failure to do so will be cause for termination of employment.
- 7.12 If an employee suffers the revocation of his driver's license for off-duty action, he will be reclassified provided he is capable and work is available, and that such reclassification will not result in bumping of a regular employee, or otherwise be given up to eighteen (18) months Leave of Absence. Any employee who is granted a Leave of Absence under this Section, will not be granted another Leave of Absence for two (2) years after completion of the first Leave of Absence. No more than two (2) Leaves of Absence will be granted under this Section. Employees taking this type of Leave of Absence will retain and accrue seniority but will not improve vacation entitlement as a result of this Leave of Absence, nor will the time during this type of Leave be used to eliminate any disciplinary record. Coverage for the Health and Welfare benefits will terminate at the end of the month in which Leave of Absence under this Section is granted, subject to the benefit provided under Appendices A-8, B-7 and C-11.
- 7.13 Employees working less than three (3) shifts per week for two consecutive weeks shall be given a layoff upon written request.
- 7.14 An employee, upon request, will be granted leave of absence for the purpose of adoption, or maternity/paternity leave as per provisions under the Employment Insurance (EI) Act.

## ARTICLE NO. 8 - STRIKE OR LOCKOUT

- 8.1 During the term of this Agreement, there shall be no lockout by the Company, or any strike, sit-down, work stoppage, slow-down or suspension of work, either partial or complete, for any reason by the employees.
- 8.2 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to cross a legal picket line recognized by the Union.

## ARTICLE NO. 9 - EQUIPMENT

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

The Company shall not require employees to take out on the street or highway, any vehicle that is not in a safe operating condition or equipped with safety appliances as required by law. It shall not be a violation of this Agreement where any employee refuses to operate such equipment unless such refusal is unjustified. The decision as to the condition of the equipment shall rest with the senior qualified Company representative on the premises. Such representative shall give his decision to the driver in writing. In the event that the repairs cannot be effected, the equipment will be correctly identified and kept out of service until repaired.

- (b) It shall be the duty of the employee to report in writing all safety and/or mechanical defects of equipment operated during a shift, trip or tour just completed. The report will be made on appropriate Company forms with a copy available for the driver and will be submitted immediately after completion of a shift, trip or tour.

- (c) It is mutually agreed that a Vehicle Condition Report Form shall be supplied to drivers on which to report defects in equipment. The report form will have sufficient copies so that the driver may retain a copy and the Head Office of the Company will have a file copy. The driver's copy will be signed by the Mechanic or Foreman indicating the work that has been completed or work that has not been completed. Any driver who fails to report defects on any equipment he operates may be subject to disciplinary action.
- (d) The Company will inform employees so that they will know to whom the Vehicle Defect Reports must be made.
- (e) It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.
- (f) It shall be the duty of the Maintenance Shop employees to perform their duties efficiently and as instructed in such a manner that repairs having been made do correct the safety defects.
- (g) In the event the repairs are not effected as instructed by the Company, the equipment will be correctly identified and be kept out of service until repaired.
- (h) Trucks equipped with air conditioning must have air conditioning maintained and working.

#### **ARTICLE NO. 10 - BULLETINS**

- 10.1 The Company agrees to permit posting of any notices of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose.

#### **ARTICLE NO. 11 - UNIFORMS**

**11.1** Yard and Shop employees will be provided five (5) coveralls to ensure a reasonable degree of cleanliness. The said coveralls shall be of an acid-resistant type.

**11.2** Each calendar year regular full-time Drivers, Yardmen and Shop employees will receive an allowance of one hundred and twenty-five dollars (\$125.00), toward the purchase of safety footwear.

It is understood that footwear for Shop employees will be steel-toed and for Yard and Driver employees the footwear must be steel-toed with a defined heel and with soles.

**11.3** Drivers will be provided with up to two (2) pairs of new coveralls, or one (1) pair of insulated coveralls, per year if requested. The Company will also provide ten (10) pairs of leather gloves and four (4) pairs of rubber gloves with inserts or any combination thereof, annually.

## **ARTICLE NO. 12 - LOSS OR DAMAGE TO CARGO**

- 12.1 It shall be the responsibility of the Driver to handle cargo units in such a manner as to avoid damage. If a driver is found to be responsible for cargo damage in this regard, it may result in disciplinary action. It shall also be the responsibility of any Driver picking up vehicles at any location to inspect for physical condition of the vehicle and to see that all equipment such as tools, tires, accessories as listed on the Bill of Lading are actually on the vehicle before it is loaded. In the event that shortage or damage is discovered, it must be listed either on the Bill of Lading or on damage forms made available by the Company and signed by the shipper or shipper's representative. Drivers will not be held responsible for the damage hidden due to inclement weather or other adverse conditions. Appropriate discretion will be applied by the Company regarding damage discovered by dealer when vehicles are night dropped, in particular that damage that may have been caused while unit was on the dealers lot.

Adequate lighting facilities shall be supplied and maintained at all Company loading points.

## **ARTICLE NO. 13 - MEDICAL EXAMINATIONS**

- 13.1 The Company may require any employee who has been absent from work for an extended period of time due to serious injury or illness, to obtain clearance to return to work from a medical practitioner of the employees choice, prior to the employee's anticipated return to work date. In the event that the employee is returning to work under modified duties the employee will be provided with a form upon which the doctor will outline only the physical restrictions and not the diagnosis.

The Company, where reasonable circumstances exist, may require medical information. The employer will inform the employee of this reasonable need for additional information and allow the employee to respond with further information from the medical practitioner of the employee's choice. This medical information will also be limited to an outline of the physical restrictions and not the diagnosis.

In the event the Company, where reasonable circumstances exist, requests an independent evaluation of the employee's fitness to return to work, the Company and the employee's doctor will select a medical practitioner to examine the employee in regards to the employee's fitness to return to work. The findings of this medical practitioner shall be final. This medical practitioner will be advised that the medical information will be limited to an outline of physical restrictions and not the diagnosis.

Employees will be compensated for all lost time at the employee's regular straight time rate for the time required to obtain medical information referred to in this clause.

If a medical examination is scheduled outside of the employee's normal working hours, the employee shall be paid two (2) hours at the employee's regular straight time rate of pay.

The cost of all Company requested medical information will be paid by the Company.

An employee absent due to illness or injury shall update the Company as to the employee's return to work status, including the next scheduled doctor's appointment and/or possible return to work date and any work limitations if applicable, but not the diagnosis.

- 13.2 Whenever it becomes necessary for an employee to undertake tests for renewal of truck driving licenses or tickets, the Company shall upon request, provide appropriate equipment for this purpose. Time taken off for such purpose shall be paid at the employee's straight time rate.

When a driver is required under the Motor Vehicle Regulations, to undertake a physical examination as a condition of continuing to hold a valid driver's license, the Company shall pay the full cost of the examination upon presentation of receipt.

The Company will provide two (2) hours pay, for drivers taking the medical examination under this clause, during non-working hours.

#### **ARTICLE NO. 14 - PASSENGERS**

- 14.1 No Driver shall be permitted to allow anyone other than employees of the Company who are on duty, or other transport drivers broken down on the highway, to ride in his truck, except with the written authorization of the Company.

#### **ARTICLE NO. 15 - OTHER CONTRACT AGREEMENTS**

- 15.1 It is agreed that neither Party to this Agreement shall enter into any agreement or contract with the employees which will conflict with the terms and provisions of this Agreement.
- 15.2 When new types of equipment for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between the Parties. In the event that the Parties fail to reach an agreement on such rates, the question shall be referred to a neutral Arbitrator within thirty (30) days after the date of the failure to reach agreement on such rate, and the rate as determined shall be applied as of the day the equipment was put into use.

#### **ARTICLE NO. 16 - GENERAL HOLIDAYS**

- 16.1 The following General Holidays will be observed:

New Year's Day	Thanksgiving Day	Good Friday
Remembrance Day	Victoria Day	Christmas Day
Canada Day	Boxing Day	Labour Day
Civic Holiday	Family Day (AB, SK)	Louis Riel Day (MB)

Effective **January 1, 2019**, sick days and floater days will be combined for a total of five (5) **unpaid** days per year.

Float holidays will be considered vacation time for the purpose of Article 17.9(c). The employee shall give one week's notice prior to when he wishes to take the Float Holiday. The opportunity to take Float Holidays will be open for the full year. All unused Float Holidays will be paid out on the last payroll of the year.

- 16.2 a) All employees other than drivers, who have completed at least ten (10) days' work during the thirty (30) calendar day period immediately preceding the Holiday, will receive eight (8) hours pay at the regular rate, provided they are available for the shift preceding and following the Holiday, unless prior arrangements have been made with the Employer for one (1) or both of these days off.
- b) All drivers who have completed at least ten (10) days' work during the thirty (30) calendar day period immediately preceding the Holiday, will receive ten (10) hours pay at the regular hourly rate, provided they are available for work for the shifts preceding and following the Holiday, unless prior arrangements have been made with the Employer for one (1) or both of these days off.
- c) In the event that a General Holiday falls during an employee's vacation, the employee will be allowed upon request and consistent with the efficient operation of the business, one (1) day off without pay in lieu of such Holiday, either immediately preceding or immediately following the vacation period.

- 16.3 When a General Holiday falls on an employee's regular day off, the employee will be entitled to General Holiday pay for that day or arrange to take some other day off with pay.
- 16.4 All Drivers and Hourly rated employees required by the Company to work on a General Holiday, shall be paid at the rate of two times (2x) his regular rate of pay in addition to the Holiday pay set out above.
- 16.5 An employee shall not be entitled to pay for a General Holiday until completion of the probationary period, except as required by the Code.
- 16.6 If the Provincial Government or Government of Canada proclaims any day other than those listed in Clause 16.1, then the proclaimed day will be added to the General Holiday list, except however there will be no duplication of the Civic Holiday which is taken in August.

#### **ARTICLE NO. 17 - VACATIONS WITH PAY**

- 17.1 All employees with less than one (1) year of employment who are discharged or discontinue their employment with the Company shall be paid according to Federal statutes.
- 17.2 All employees who have completed one (1) year of continuous employment, based on their seniority date, shall receive two (2) weeks of vacation with pay calculated at four percent (4%) of their total earnings to June 30.
- 17.3 All employees who have completed **four (4)** years of continuous employment, based on their seniority date, shall receive three (3) weeks of vacation with pay, calculated at six percent (6%) of their previous year's earnings to June 30.
- 17.4 All employees, who have completed **ten (10)** years of continuous employment, based on their seniority date, shall receive four (4) weeks of vacation with pay, calculated at eight percent (8%) of their previous year's earnings to June 30.
- 17.5 All employees, who have completed fifteen (15) years of continuous employment, based on their seniority date, shall receive five (5) weeks of vacation with pay, calculated at ten percent (10%) of their previous year's earnings to June 30.
- 17.6 All employees who have completed **twenty (20)** years of continuous employment, based on their seniority date, shall receive six (6) weeks of vacation with pay, calculated at twelve percent (12%) of their previous year's earnings to June 30.
- 17.7** All employees enjoying two (2) weeks of vacation will receive pay at four percent (4%) of the previous year's earnings, three (3) weeks will be at six percent (6%), four (4) weeks will be at eight percent (8%), five (5) weeks will be at ten percent (10%), six weeks will be at twelve percent (12%), of their previous year's earnings to June 30.
- 17.8**
- a) The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees in accordance with Section 17.8 (b) below.
  - b) Vacation Lists shall be posted on January 2 of each year, and employees shall designate their choice of vacation time before March 31. If an employee fails to designate his choice of vacation on such listing, while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final Vacation Schedule by May 1, and it shall remain posted for the balance of the year. Once posted, this vacation schedule will not be altered unless mutually agreed to between the Company and the employee concerned.

- c) During the Employer's prime season, the Company will use the following formula for determination of the number of employees allowed on vacation at each Company terminal location:

Fifteen percent (15%) in each classification to the nearest employee, up or down, with a minimum of one (1) employee in each classification, and a maximum of ten (10) employees in each classification. If more than five (5) employees are working in any classification, the minimum will become two (2) employees off.

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

- i. All Drivers
- ii. All hourly rated employees, except Shop
- iii. All Shop employees
- iv. All Yard employees

- e) The number of employees in each group for application of the allocation of the vacation formula, will be the number employed as of June 30 each year.

**17.9** Vacation must be taken in the year in which it accrues. Vacation pay will be accrued to June 30th each year, and paid to employees no later than July 15th each year. Employees taking vacation prior to July 15th shall receive a pro-rated vacation pay. Employees may elect to receive vacation pay either yearly or on each pay. The choice must be made yearly prior to June 15<sup>th</sup> for the following vacation year.

**17.10** After five (5) years of continuous employment, an employee may request in writing, thirty (30) days or less Leave of Absence in conjunction with an annual vacation. This Leave will be granted subject to an adequate number of employees remaining at work. Leave of Absence of this type will be subordinate to the allocation of annual vacation, selected by employees according to Article 17.9. Leaves of Absence of this type will be granted to employees not more frequently than every three (3) years.

## **ARTICLE NO. 18 - WORK PREFERENCE**

18.1 A Driver's seniority shall entitle him to work each of the first five (5) days of the week providing work is available.

18.2 All Highway Drivers who have been called in, and report for work but find no Linehaul work available, shall be guaranteed eight (8) hours, provided however that any fill-in work will be performed, provided it does not result in the layoff or continued layoff of any employee.

18.3 In the event that the Company desires to make any long term changes with respect to operations, such changes shall be discussed with the appropriate Business Agent of the Local Union, prior to implementation, with a view to avoiding misunderstandings.

## ARTICLE NO. 19 - HOURLY PAID EMPLOYEES

- 19.1 Based on a forty (40) hour work week.
- 19.2 Eight (8) hours per day and forty (40) hours per week, for any five (5) consecutive days, with two (2) consecutive days off. Employees who work a swing shift will not be guaranteed two (2) consecutive days off at swing time.
- 19.3 Overtime work shall be allocated wherever possible on the basis of seniority, in a voluntary manner, within the various work classifications, provided the employee is capable of doing the job. However, upon reaching the bottom of the list with respect to seniority, employees shall be required to work overtime. An employee who provides the Company with twenty-four (24) hours notice of intention to attend a special event will be excused from mandatory overtime.

A four (4) hour notice will be given before the end of a shift, if any overtime is to be worked on that same day.

- 19.4 All hours worked over and above eight (8) hours per day, shall be deemed to be overtime until a shift break of eight (8) hours occurs.
- 19.5 An employee who works on one (1) of his regular days off will be paid at overtime rates. On the sixth (6th) day the first eight (8) hours will be at time and one-half (1 ½) and double (2) time thereafter. The seventh (7th) day will be paid at double (2) time.
- 19.6 All time worked before or after the regularly established shift for that employee, and which is in excess of eight (8) hours per day, shall be considered overtime, with the first two (2) hours of overtime paid at time and one-half (1 ½), and double (2) time thereafter. If mutually agreed, employees may leave after eight (8) hours worked.
- 19.7 All hourly rated employees shall take at least thirty (30) minutes, but no more than sixty (60) continuous minutes for meals in each regular shift. No employee shall be compelled to take more than one (1) continuous hour before he has been on duty four (4) hours. An employee shall not however, take time off for meals before he has been on duty for four (4) hours, nor after he has been on duty six (6) hours. An employee shall be entitled to a break not in excess of fifteen (15) minutes during both the first and second half of any shift.

A coffee break shall be provided if overtime work is to exceed thirty (30) minutes. The commencement of this break may be postponed or staggered, but not beyond one-half (1/2) hour.

- 19.8 When a Regular Terminal or Maintenance Shop employee reports for duty on a regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay from the regular scheduled starting time. The Company will not be responsible for work and/or pay if the employee is advised in advance of his reporting for work that there is no work for that day.

On a call back basis, there will be a guarantee of four (4) hours work, and if more than four (4) hours worked the guarantee will be eight (8) hours. All hours worked on a call back basis will be paid at the applicable overtime rates of pay.

## ARTICLE NO. 20 - DRIVER WORKING CONDITIONS

- 20.1 The Company agrees that if because of extenuating circumstances a Highway Driver is required to spend more than one and one-half (1 ½) hours loading, then the employee shall book time for the remainder of the time. The size or makeup of a load may constitute an extenuating circumstance.

Wait time not to be pyramided with other loading premiums, i.e. pick outs, strapping etc. Request for excess loading time must be submitted for approval at the time it occurs.

- 20.2 A "trip" is defined as the loading and delivery of a single load, and that trip terminates at the next loading point.

- 20.3 Foreign Drivers shall not be dispatched beyond their destination terminal when Drivers at that terminal are laid off, except in emergency conditions or when line equipment is not available.

When foreign trucks are dispatched, they shall whenever possible be dispatched in the direction of their home terminal.

Brokers or company drivers who are not covered by this agreement will not be dispatched on traffic from a terminal where there are Company drivers laid off, except as provided for in a Letter of Understanding.

- 20.4 **Wait Time** - For all time waiting to load or unload, waiting for equipment to be repaired, waiting for roads to be cleared, where there are public facilities and conditions available (i.e. restaurants, coffee shops, motels, etc.) to make it safe and possible that the driver does not have to remain in the equipment, will be paid a maximum of ten (10) hours pay for each twenty-four (24) hour period. In no event shall wait time exceed ten (10) hours in any twenty-four (24) hour period. When a driver is held more than one (1) day, he shall receive pay for the first ten (10) hours of each twenty-four (24) hour period. Wait time will not be split by double teams. All wait time to be reported to a supervisor at the start of the delay.

All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial, City or State regulations, shall be paid for at the regular applicable hourly rate in this Agreement. To the best of his ability, it shall be the duty of the employee to ascertain that he has all the necessary and required certificates and permits.

If a driver is required to lay over in order to reset log book he shall be paid ten (10) hours at his regular hourly rate of pay.

- 20.5 The highway mileage rate shall include the pre-trip and post-trip inspection of the equipment. It shall be the responsibility of the Driver to check and maintain all fluid levels including fuel, and check tires, lights, and license documents. Any defects in same shall be immediately reported to the proper authorities.

Any and all other work over and above these aforementioned shall be paid for at the appropriate hourly rates, as set out in this Agreement.

- 20.6 Short detours which may arise will not be paid for as additional mileage, unless they necessitate more than six (6) extra miles of driving. In the event that there is a choice of detour routes, then the shortest route will be the extra mileage paid for.

- 20.7 If because of some road obstacle, the Driver is required to unload and reload his equipment in order to proceed, he shall be paid at the Driver's hourly rate.

Claims for any work over and above that normally involved in such operations, shall be submitted by the Driver on a form provided and approved by the Company.

- 20.8 All Drivers will be paid fifteen (15) minutes maximum when fuelling at a recognized cardlock stop. When required to fuel at a Company terminal, drivers will be paid three dollars and fifty-four cents (\$3.54).
- 20.9 Shift Drivers will have an established start time. Start time will apply to AM and PM shift drivers. The Company will notify Drivers at least two (2) hours before the commencement of the shift if there is a delay or shift cancellation. Shift cancellation will be done by seniority.
- 20.10 Drivers will be paid one half the hourly rate in addition to the trip rate for all trips commenced on the sixth and seventh consecutive shifts.
- 20.11 Drivers will be paid the pick out rate where units are not picked out in addition to the loading rate, unless units are within two hundred (200) feet of the loading vehicle.

#### **ARTICLE NO. 21 - GENERAL CLAUSES**

- 21.1 When the Company needs additional men, it shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.
- 21.2 The Company agrees to provide clean and sanitary conditions in respect to lunchrooms and washroom facilities at the terminal.
- 21.3 All employees covered by this Agreement shall be paid not less frequently than every second Thursday, all wages earned to a day not more than seven (7) days prior to the day of payment.
- 21.4 The Company will provide every employee covered by this Agreement with an itemized statement showing rate of wages, amount of wages, and all deductions made from the gross amount of wages.

Employees are to be paid by direct bank deposit. This may require a two (2) week holdback on implementation. The Company will be responsible for all fees charged by the bank or other financial institutions due to late, shortage, or failure to deposit employees pay on scheduled paydays.

Payroll shortages of two hundred dollars (\$200.00) or more, are to be paid on the same days as requested by the employee.

If a change is made to a Driver's trip sheet which affects the pay, then the change will be acknowledged in writing, and placed in the Driver's bin.

The Company will indicate the amount of monies deducted for Union dues in the appropriate box on the employee's T-4 Slip.

- 21.5 Where an employee is sent out with a driver trainer as a trainee, the driver trainer shall be paid one and one half (1 ½) the regular hourly rate for all hours worked. The driver trainer may be required to submit a written report on his observations. The driver trainer will not be expected to maintain the same quantity of work as when they are not training.
- 21.6 Employees handling hazardous material and cleaning equipment shall be supplied by the Company with all necessary safety equipment for the personal protection of the employee.
- 21.7 The Company agrees to supply and maintain First Aid Kits to standard. Kit supplies will be replenished as Drivers report use on Vehicle Condition Report forms.

21.8 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In any instance where a merger takes place, or the Company purchases the operating rights of another Company, all employees who are transferred will come under the terms and conditions of this Agreement.

21.9 When death occurs to a member of a Regular Full-time employee's immediate family, the employee will upon request, be granted an appropriate Leave of Absence and will be compensated at his regular straight time hourly rate for the time lost from his regular work schedule, to a maximum of three (3) days from the time of death through the day following the day on which the funeral is held.

Members of an employee's immediate family are defined as the employee's spouse, mother, father, step mother, step father, grandparents, sons and daughters, brothers and sisters, mother-in-law, father-in-law and grandchildren.

One (1) day off with pay will be granted for the purpose of attending the funeral of the employee's sisters-in-law and brothers-in-law. It is understood that to qualify for this provision, the funeral must fall on one of the employee's regular work days, and the employee must attend the funeral.

21.10 Any Regular Full-time employee who is required to perform Jury Duty, and/or is subpoenaed as a crown witness, on a day on which he normally would have worked, or attends court in response to a subpoena only to give evidence as a witness concerning matters resulting from an incident which directly involved the employee and/or the Company, occurring during the regular course of his employment with the Company, will be reimbursed by the Company for the difference between honorarium received and his regular straight time hourly rate of pay for his regular scheduled hours.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day, or forty (40) hours per week, for hourly paid employees; for line drivers the reimbursement shall be ten (10) hours per day; for city drivers, the reimbursement shall be nine (9) hours per day, less pay received for Jury Duty. The employee will be required to furnish proof of Jury Duty pay or Witness Fee received therefor, and the employee shall be responsible for accounting to the Company for Witness Fee received, both with a subpoena and subsequently for service thereof. Any employee on Jury Duty or witness attendance shall, subject to this provision, make himself available for work before and after being required for such duty whenever practicable.

This clause shall have no application for an employee on Leave of Absence, or when receiving benefits under the Health and Welfare Program, annual vacations, Workers' Compensation or as otherwise covered by this Agreement.

21.11 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union. Such written reprimand or warning letter shall become a part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if the incidents are unrelated, or if such written reprimands or warning letters are more than eighteen (18) months old for accidents, and twelve (12) months old for all other violations. Reprimands must be given to the employee within seven (7) days from the date that the Company was aware of all the details of the infraction.

21.12 Mechanics' tools will be replaced on an exchange basis for tools damaged or broken on the job.

21.13 The Company will provide insurance coverage for loss of mechanics' tools taken from the Company's premises in the case of a forced entry to the Company's property. The premiums shall be paid by the Company and claims paid to the mechanic in the case of a loss of his tools. Coverage will also be provided for loss due to fire.

In order to claim under this clause, the mechanic must have filed annually an inventory of his tools with the Company, on a form provided by the Company, if requested by the employee.

21.14 In order to upgrade tools, shop employees shall be paid a tool allowance of six hundred dollars (\$600.00) per calendar year. This allowance will be paid in December of each year commencing in December of 2011. This allowance shall be pro-rated on a monthly basis, employees shall receive credit for each month in which they work.

21.15 Company drivers will be given the first opportunity to become an Owner Operator, if Owner Operators are to be added or replaced.

21.16 In the event of a facility closure, or indefinite lay off as outlined in the Canada Labour Code, employees shall be paid severance in accordance with the Code, regardless of age.

#### **ARTICLE NO. 22 - PENSION PLAN**

22.1 Effective ratification the Company will contribute two dollars and twenty-five cents (\$2.25) per hour to the **Teamsters Prairie Provinces Pension Plan (T4P)**.

22.2 Contributions and remittances referred to in Section 22.1 above, shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.

22.3 Timely payment of contributions to the Trust Fund provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows.

22.4 The Union will advise the Company in writing of any delinquency.

22.5 If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.

22.6 In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for the recovery of the amount due.

#### **ARTICLE NO. 23 - GENDER**

23.1 Where the use of the male gender is used herein, it shall also apply to and include the female gender.

#### **ARTICLE NO. 24 - HEALTH AND WELFARE**

##### **1. Eligibility**

a) The Company shall establish and operate the **JACK COOPER CANADA LP1 HEALTH AND WELFARE PLAN**, to provide benefits for every full-time regular employee covered by this Agreement, who wishes to be covered, and who has completed ninety (90) calendar days of employment with the Company.

- b) Notwithstanding the provision of the previous Sub-section (a), any employee who is hired by the Company after the effective date of the Health and Welfare Plan shall join the Plan the day he is so hired, provided that within the previous thirty (30) day period, he was a participant in a comparable Health and Welfare Plan of any other Company having a contract with any Teamster Local Union.
  - c) There will be no eligibility waiting period for current regular full-time employees for benefits added to the Health and Welfare Plan.
2. **Group Insurance** with a Life Insurance Company licensed to operate in Canada will be provided for members who join with the following minimum coverage:
- a) **Life Insurance** coverage in the amount of thirty thousand dollars (\$30,000.00) covering death from any cause. Effective January 1, 2005 this amount will increase to forty thousand dollars (\$40,000.00).
  - b) **Non-occupational Accidental Death and Dismemberment** coverage for loss within ninety (90) days of the accident of life, limb or sight according to the following schedule:
 

Loss of Life .....	\$30,000.00
Loss of both hand or both feet or, sight of both eyes .....	\$30,000.00
Loss of one hand and one foot .....	\$30,000.00
Loss of one hand and sight of one eye .....	\$30,000.00
Loss of one foot and sight of one eye .....	\$30,000.00
Loss of one hand or one foot or sight of one eye .....	\$30,000.00

Effective January 1, 2005 these amounts will increase to \$40,000.00
  - c) A survivor's income benefit will be provided in addition to the Life Insurance for the employee's beneficiary in the amount of one hundred dollars (\$100.00) per month, guaranteed for ten (10) years.
3. **Non-occupational Weekly Indemnity Coverage** will be increased to four hundred and twenty-six (\$426.00) a week, commencing on the first (1st) day of necessary absence from work due to accident, and on the fourth (4th) day of necessary absence from work during any period of disability, continuing for a maximum of fifty-two (52) weeks during any period of disability.
- a) Periods of disability from the same cause shall be considered as separate periods of disability, provided they are separated by a return to active employment with the Company for at least one full week. Weekly indemnity payments under this Sub-Section will not exceed seventy-five percent (75%) of any employee's normal earnings.
  - b) If, after expiry of the fifty-two (52) weeks, an employee remains under disability, he shall be paid the sum of one thousand dollars (\$1,000.00) per month by way of long term disability benefits, during the period of his disability, to age sixty-five (65) (non-integrated).
 

Effective January 1, 2003 this amount will increase to one thousand one hundred dollars (\$1,100.00) per month.

Effective January 1, 2005 this amount will increase to one thousand two hundred dollars (\$1,200.00) per month.

4. The Employer shall provide a Dental Plan covering the employee, his spouse and unemployed dependent children to age twenty-one (21), with coverage as follows:
  - Plan "A" - basic extractions, fillings, x-rays, etc. .... 100% reimbursement
  - Plan "B" - major restorative crowns, bridges, dentures, etc. .... 70% reimbursement  
- to include dental implants implants at 70% coverage to an annual maximum of fifteen hundred dollars (\$1500.00)
  - Plan "C" - orthodontia ..... 50% reimbursement  
..... lifetime maximum per patient \$2,000.00
5.
  - a) The applicable Provincial Health Medical Plan will be provided to all employees covered by this contract.
  - b) Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by Medicare in the province in which the employee is domiciled.
6. The Company will provide an Extended Health Plan, which will assist payment for certain medically necessary services and supplies which are not covered under a Provincial Hospital Insurance Act, and a Provincial Medicare Act. This will include, but not be limited to, local ambulance service, medical supplies, aids (including hearing aids) and appliances, drugs and medication, vision care benefits and services of medical technicians.
 

Extended coverage will include:

  - b) Two hundred and fifty dollars (\$250.00) for glasses coverage per twenty four (24) months and one (1) eye exam per year.
  - c) Three hundred dollars fifty dollars (\$350.00) per calendar year for massage.
  - d) Three hundred dollars fifty dollars (\$350.00) per calendar year for physiotherapy.
7. The cost of the Health and Welfare Plan will be shared, with the Company paying seventy-five percent (75%) and the employee paying twenty-five percent (25%).
8. When an employee goes off work, ill or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare Fees and Union dues, for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost.
 

At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing, he will be eligible for a further three (3) months protection, to a maximum of twelve (12) months coverage. When an employee returns to work, the Company shall deduct from his earnings any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.
9. Part-time employees shall not be covered under the provisions of this Health and Welfare Plan.
10. Coverage for benefits under the Health and Welfare Plan will remain in force for the whole of any month in which the employee works a portion, whether or not the member remains in the employ of the Company for the whole of such month.

The Company shall notify the employee at the time of layoff of the date of expiry of the employee's Health and Welfare Plan coverage.

**ARTICLE NO. 25 - DURATION OF AGREEMENT**

25.1 This Agreement shall become effective date of ratification and remain in full force and effect to the thirtieth (30<sup>th</sup>), day of **September, 2022** and from year to year thereafter, unless a written notice of a desire to amend this Agreement or negotiate a new Agreement is given by either Party by registered mail, not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiry date in any year.

In the event that such notice is given, this Agreement shall remain in full force and effect until a new Agreement is reached or a strike or lockout occurs.

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019

**ON BEHALF OF THE COMPANY**

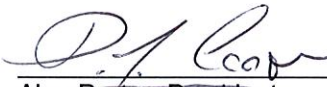

Jack Cooper Canada LP1



Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
Alan Porter, President  
General Teamsters, Local Union No. 362  
ASS, TRUSTEE  
DAVE COOPER  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

**APPENDIX "A"**

**Highway Driver Rates of Pay**

ITEM	JULY 1, 2017	SEPT 30, 2018	SEPT 30, 2019	SEPT 30, 2020	SEPT 30, 2021
HOURLY	\$23.18	\$23.18	\$23.18	\$23.18	\$23.18
MILEAGE	\$0.6433	\$0.6433	\$0.6433	\$0.6433	\$0.6529
SLEEPER TEAM MILEAGE	\$0.7303	\$0.7303	\$0.7303	\$0.7303	\$0.7413
LOADING or UNLOADING	\$4.23	\$4.23	\$4.23	\$4.23	\$4.29
FLAT DECK	\$5.39	\$5.39	\$5.39	\$5.39	\$5.47
PREMIUM STOPS	\$8.58	\$8.58	\$8.58	\$8.58	\$8.71
SUBSISTENCE 1 <sup>ST</sup> 24 HOURS	\$39.02	\$39.02	\$39.02	\$39.02	\$39.61
SUBSISTENCE HOURLY	\$1.63	\$1.63	\$1.63	\$1.63	\$1.65
PICK OUT RATE PER UNIT	\$1.07	\$1.07	\$1.07	\$1.07	\$1.09

- < Drivers operating pup equipment will be paid the mileage rate above plus four point one six cents (\$0.0416) per mile. **Mileage rate to be increased to \$0.0422 September 30, 2021.**
- < Drivers operating pup equipment will be paid sixty cents (\$.60) for each delivery ramp pull. **Rate to be increased to sixty-one cents (\$0.61) September 30, 2021.**
- < On mileage rated trips where delivery is made to more than two (2) delivery points, and it is necessary to set ramps more than two (2) times, a premium stop will be paid for each stop over two (2).
- < Drivers required to sleep away from their home terminal shall be paid the twenty-four (24) hour subsistence rate for the first twenty-four (24) hour period, and the hourly rate for each hour thereafter to a maximum of the twenty-four (24) hour rate in each succeeding twenty-four (24) hour period.
- < When necessary to deliver to two (2) delivery points in the cities of Calgary and Edmonton, thirteen dollars and fifty-one cents (\$13.51), **effective September 30, 2021 increase to thirteen dollars and seventy-one cents (\$13.71),** will be paid in addition to the above.
- < For each backhaul pickup point other than a Company terminal, a pickup fee of fourteen dollars and forty-nine cents (\$14.49), **effective September 30, 2021 increase to fourteen dollars and seventy-one cents (\$14.71),** will be paid in addition to the normal loading and unloading rate shown above. Applies to new freight not secondary moves.
- < Backhaul unit rate of **twenty dollars (\$20.00), increase to twenty dollars and thirty cents (\$20.30) effective September 30, 2021,** per unit picked up at backhaul locations (**secondary freight not at terminal domicile locations**) in addition to the regular unit rate. **Calgary domicile includes Airdrie. Edmonton domicile includes Nisku and Sherwood Park.**

- < Highway drivers will be paid fifteen (15) minutes at the highway drivers hourly rate, when required to hook or unhook the trailer from the tractor.
- < Where a driver is required to stop at a yard office, then proceed to some other point in the same community to load, and then required to return to the original point, he shall be paid a minimum of one (1) hour at the drivers hourly rate. Where a driver is required to load at more than one (1) point within a community, he shall receive a minimum of one-half (1/2) hour pay at the driver's hourly rate for each point in the same community at which he loads, after the first. (Applies to Manitoba only.)
- < Drivers who are dispatched to Thompson, Flin Flon and The Pas will receive an additional subsistence not to exceed fourteen dollars and eighty cents (\$14.80) for each trip. **Effective September 30, 2021 increase to fifteen dollars and two cents (\$15.02)**
- < Sleeper team drivers will receive full subsistence rate.

EDMONTON FLAT RATES	HIGHWAY EQUIPMENT (hrs)
WETASKIWIN	6.5
LEDUC	5.0
SPRUCE GROVE	5.0
LEGAL	5.0
LAMONT	5.0
ST. ALBERT	4.5
FT. SASKATCHEWAN	4.5
CAMROSE	6.5
STONY PLAIN	5.0
NISKU	5.0
DEVON	5.5
TOFIELD	4.5
KENTWOOD	4.0
MORINVILLE	4.5
BRUDERHEIM	4.5
MITCHENER-ALLEN	4.0

- < When deliveries are made to two (2) of the above delivery points, an additional one (1) hour will be paid.

REGINA FLAT LOADS	HIGHWAY EQUIPMENT (hrs)
MOOSE JAW	5.0
INDIAN HEAD	5.0
SOUTHEY	4.0

**City Drivers Rates of Pay**

ITEM	JULY 1, 2017	SEPT 30, 2018	SEPT 30, 2019	SEPT 30, 2020	SEPT 30, 2021
HOURLY RATE	\$23.18	\$23.18	\$23.18	\$23.18	\$23.18
PICK OUT RATE PER UNIT	\$1.07	\$1.07	\$1.07	\$1.07	\$1.09

**Edmonton**

City to be divided into three zones:

Zone 1 – From the Eastern boundary of the city, West to 75<sup>th</sup> street, South to Whitemud and North to the city limits

Zone 2 – From 75<sup>th</sup> Street West to St. Albert Trail/Groat Road and is bounded to the North and South by the city limites

Zone 3 – From West of St. Albert Trail/Groat Road to the North, West and South city limits

CITY UNIT RATE	JULY 1, 2017	SEPT 30, 2018	SEPT 30, 2019	SEPT 30, 2020	SEPT 30, 2021
Zone 1	\$10.15	\$10.15	\$10.15	\$10.15	\$10.30
Zone 2	\$10.65	\$10.65	\$10.65	\$10.65	\$10.81
Zone 3	\$11.15	\$11.15	\$11.15	\$11.15	\$11.32

**Calgary**

City to be divided into four zones (NW, NE, SE, SW) with Centre Street as the East/West Axis and 16<sup>th</sup> Avenue as the North/South Axis.

CITY UNIT RATE	JULY 1, 2017	SEPT 30, 2018	SEPT 30, 2019	SEPT 30, 2020	SEPT 30, 2021
SE Zone	\$10.15	\$10.15	\$10.15	\$10.15	\$10.30
SW Zone	\$10.65	\$10.65	\$10.65	\$10.65	\$10.81
NE Zone	\$10.65	\$10.65	\$10.65	\$10.65	\$10.81
NW Zone	\$11.15	\$11.15	\$11.15	\$11.15	\$11.32

**Saskatoon**

	<b>JULY 1, 2017</b>	<b>SEPT 30, 2018</b>	<b>SEPT 30, 2019</b>	<b>SEPT 30, 2020</b>	<b>SEPT 30, 2020</b>
City Unit Rate	\$9.15	\$9.15	\$9.15	\$9.15	\$9.29

**Winnipeg**

	<b>JULY 1, 2017</b>	<b>SEPT 30, 2018</b>	<b>SEPT 30, 2019</b>	<b>SEPT 30, 2020</b>	<b>SEPT 30, 2020</b>
City Unit Rate	\$9.15	\$9.15	\$9.15	\$9.15	\$9.29

- < On loads being paid with the City Unit Rate, loads which include more than two (2) delivery points will pay a stop rate of thirteen dollars and fifty-one cents (\$13.51) for the third (3<sup>rd</sup>) and subsequent delivery points.
- < Where a driver is required to stop at a yard office, then proceed to some other point in the same community to load, and then required to return to the original point, he shall be paid a minimum of one (1) hour at the driver's hourly rate. Where a driver is required to load at more than one (1) point within a community, he shall receive a minimum of one-half (1/2) hour pay at the driver's hourly rate for each point in the same community at which he loads, after the first.
- < Drivers switching trailers shall be paid the hourly rate while switching trailers.
- < Backhaul unit rate of twenty dollars (\$20.00), **increase to twenty dollars and thirty cents (\$20.30) effective September 30, 2021**, per unit picked up at backhaul locations (**secondary freight not at terminal domicile locations**) in addition to the regular unit rate. **Calgary domicile includes Airdrie. Edmonton domicile includes Nisku and Sherwood Park.**
- < City drivers required to pick up a backhaul and deliver it to any destination other than their home terminal, will be paid an additional three dollars and fifty-four cents (\$3.54). **Rate to be increased to three dollars and fifty-nine cents (\$3.59) September 30, 2021.**
- < City drivers, when paid at the hourly rate, will receive time and one-half (1 ½) after nine (9) hours in one shift, or after forty-five (45) hours in one week. City drivers will be paid double time after eleven (11) hours in one shift. In all cases, the city driver will be paid the greater of the piece work rate, or the hourly rate.
- < City drivers required to unload and reload will be paid the full loading/unloading rate.

**Hourly Rated Employees Rates of Pay**

CLASSIFICATION	JULY 1, 2017	SEPT 30, 2018	SEPT 30, 2019	SEPT 30, 2020	SEPT 30, 2021
YARD PERSONNEL	\$22.08	\$22.08	\$22.08	\$22.08	\$22.41
MECHANICS / ALBERTA	\$38.97	\$38.97	\$38.97	\$38.97	\$39.55
WELDERS / ALBERTA	\$36.97	\$36.97	\$36.97	\$36.97	\$37.52
SHOP LEADHAND	\$39.47	\$39.47	\$39.47	\$39.47	\$40.06
UTILITY / WASHERS DRIVE-AWAY PERSONNEL	\$19.01	\$19.01	\$19.01	\$19.01	\$19.30
MECHANICS / MANITOBA	\$32.84	See below	See below	See below	\$37.39
WELDERS / MANITOBA	\$30.84	See below	See below	See below	\$35.36
SHIFT PREMIUM	\$0.89	\$0.89	\$0.89	\$0.89	\$0.90

**Manitoba Mechanics and Welders to receive a one dollar (\$1.00) per hour increase effective October 1, 2018, a one dollar (\$1.00) per hour increase effective April 1, 2019, a one dollar (\$1.00) per hour increase effective October 1, 2019 and a one dollar (\$1.00) per hour increase effective April 1, 2020.**

**Mechanic Apprentice Rates of Pay**

FIRST YEAR	60% OF JOURNEYMAN'S RATE OF PAY
SECOND YEAR	70% OF JOURNEYMAN'S RATE OF PAY
THIRD YEAR	80% OF JOURNEYMAN'S RATE OF PAY
FOURTH YEAR	90% OF JOURNEYMAN'S RATE OF PAY

- < whenever different shift applications are established in the mechanical shop, employees in the shop classification will be given the shift of their choice, subject to seniority, qualification, and capability of performing the available work. Shift choice will be effective for one (1) year.
- < A shift differential of one dollar (\$1.00) per hour will be added to the above hourly rates for all shifts commencing between the hours of 1159 and 0559. This shift differential includes all yard personnel.

**Entry Level Rates of Pay**

Drive-away personnel will be paid in accordance with the following entry level pay schedule

LENGTH OF SERVICE	RATE OF PAY
0 - 12 MONTHS	80% FULL TIME RATE
AFTER 12 MONTHS - 24 MONTHS	90% FULL TIME RATE
AFTER 24 MONTHS	FULL TIME RATE

\*\* NOTE - Entry level pay schedule applies to all wage rates only, and does not apply to Health and Welfare, Pension benefits, and/or subsistence.

**APPENDIX "B" - REFERENCE CONTRACTORS**

**TO FORM PART OF JACK COOPER CANADA LP1 COMPANY  
PRAIRIE AGREEMENT**

**TEAMSTER LOCAL NOS. 362, 395, 979 and 938**

**1. BROKER REVENUES**

All fronthaul (except to Whitehorse) and  
used vehicle backhaul traffic 80%

Fronthaul to Whitehorse 85%

Edmonton brokers to be paid an additional ten percent (10%)  
of revenue for a total of ninety percent (90%) of revenue  
on traffic destined to Whitehorse, during the Government  
imposed "Spring Road Ban"

All backhaul traffic (Edmonton based brokers) 70%

All backhaul traffic (Winnipeg based brokers) 80%

All new vehicle backhaul traffic (Winnipeg brokers) 60%

Non-Runners - Where shippers are charged a fee for a used non-runner unit that is picked up or  
delivered away from a terminal facility, that fee shall be paid to the Contractor.

**2. ADDITIONAL PICK-UPS** - Any fronthaul load that requires the Contractor to pick-up at more than  
two (2) locations, will provide for the Contractor to be paid an additional ten dollars (\$10.00) for  
each additional pick-up location.

**3. INSURANCE**

(a) Cargo Insurance will be provided for the Contractor by the Carrier at one percent (1%) of  
net revenue.

(b) Deductibles for collision, PL, PD, fire and theft shall be as follows:

Tractor	\$1,000.00
Trailer	\$1,000.00
Cargo	\$1,000.00

(c) Claims assessed against Contractors will be on a "per-incident" basis.

**4. ASSESSMENT OF CLAIMS**

(a) Contractors will be notified directly of claims to be assessed and will be allowed twenty (20)  
business days to respond should there be reasonable cause to dispute such assessment.

(b) Any claim under dispute will not be charged to the Contractor until the dispute is resolved.

- (c) Contractors will be notified of the receipt by the Company of any claim that may be assessed against them within one hundred and eighty (180) days of delivery of the vehicle, otherwise no claim will be assessed to the Contractor.
  - (d) Information will be provided to affected Contractors regarding claims in protracted dispute with claimants by the Oakville Claims Centre.
5. **HEALTH CARE - THE JACK COOPER CANADA LP-1 COMPANY HEALTH AND WELFARE PROGRAM** shall be provided, with the Carrier paying thirty percent (30%) of the premium cost.
  6. **SUBSISTENCE** - If a layover of more than twenty-four (24) hours is required, a Subsistence Allowance shall be paid for each succeeding twenty-four (24) hour period. This applies only away from the home terminal. This shall not include weekends, except in the case where the Contractor arrives by noon Friday and is not dispatched by noon Monday, in which case the fifty dollar (\$50.00) payment shall be made, and for each succeeding twenty-four (24) hour period. Such layover is to be verified by terminal Management.
  7. Backhaul drops of two (2) units or less for any city where the Carrier has a terminal location, may be dropped at a Company terminal, providing the final delivery is beyond the terminal location. Any units consigned to dealers on the direct route to the terminal shall be delivered.
  8. When a Contractor is dispatched to pick-up backhaul units away from the terminal, he shall be paid earned revenue at the local city tariff rate, if the Carrier is successful in charging such rate. Every attempt shall be made to assess such charge in the case of less-than-load lots.
  9. Uniforms shall be provided for Contractors at Carrier cost, consisting of one (1) jacket with zip-in lining, two (2) pairs of pants and three (3) shirts.
  10. Contractors shall be reimbursed thirty-five dollars (\$35.00) towards the purchase of safety footwear, upon presentation of a receipt, one (1) time per year.
  11. The Carrier agrees, and shall make arrangements, that when a Contractor delivers units to a terminal facility in the system, inspections shall be performed and units signed for as quickly as possible.
  12. In the case of a Contractor being ill or temporarily disabled, an alternative Driver shall be allowed, providing said Driver meets the Carrier's requirements and prior approval is given by Carrier Management. Long term illness or absence shall be reviewed individually.
  13. **GRIEVANCE PROCEDURE AND ARBITRATION**
    - (a) All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:  
  
**STEP 1** - Any Grievance of an employee shall first be taken up between such employee and his immediate Supervisor. The employee will be entitled to representation at this stage by a Shop Steward or a Union representative.

Time limits to institute a Grievance:

- (a) termination or layoff                      five (5) working days
- (b) all others                                      fifteen (15) working days

**STEP 2** - Failing settlement under Step 1, the Grievance shall be taken up between a representative of the Local Union or Shop Steward and the Company Supervisor.

**STEP 3** - Failing settlement under Step 2, the grieving party will reduce his Grievance to writing and it will be referred to and taken up between the President or other bargaining representative of the Union and the Company's representative authorized by the President or officer of the Company. Such written notice will be made within five (5) days from the completion of Step 2. Any question, dispute or controversy that is not a kind that is subject to Steps 1 and 2 may be taken up at this stage.

**STEP 4** - Failing settlement under Step 3, the matter will be taken up in presentation to a Board consisting of two (2) Union members selected by the Union and two (2) Company members appointed by the President or officer of the Company.

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

The Arbitrator's decision will be final and binding, and shall be applied forthwith.

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

All Grievances shall be resolved in accordance with the terms of this Article, without stoppage of work, cessation of work, refusal to work or refusal to continue to work or slow-down or lock-out.

14. If a Contractor suffers the revocation of his driver's license for off-duty action other than improper motor vehicle driving, he will be given up to eighteen(18) months Leave of Absence. Any Contractor who is granted a Leave of Absence will not be granted another Leave of Absence for five (5) years after completion of the first Leave of Absence. No more than two (2) Leaves of Absence will be granted under this Section.
15. Every motor vehicle and every piece of equipment used by the Company, whether owned by or hired by the Company, or leased to or by it, or howsoever, shall be operated by the employees of the Company, members of the Union, unless:
  - (a) such Owner (lease) Operator becomes and remains a member of the Union in good standing, and
  - (b) in the event the Company introduces or extends leased operator operations over those presently in effect, it is agreed that none of the Highway Drivers employed by the Company in the area affected will be laid off from the Highway department as a direct result of the introduction or extension of leased operator operations.
  - (c) It is also understood that, whenever the term "Owner(lease)-Operator" is used in this Section, it means an Owner-Operator who drives his own equipment.

and except -

16. Provided Item 1 above is complied with, the Company may use:
  - (a) single trip lease
  - (b) equipment or men they deem necessary in retrieving of wrecks, road failure or road tests.
17. Except as otherwise herein provided, all storing and handling of equipment shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company.
18. The Company shall not sell or lease equipment with the intention of evading the terms of this Agreement.
19. Attendance at mandatory meetings shall be paid at the prevailing Company drivers' hourly rate.
20. Where the Company receives a fuel surcharge from their customer the respective amounts will be passed on to the Broker.
21. All contractor's under this Agreement shall be paid on the same pay schedule as the Vancouver Contractor's, i.e. to be paid on a bi-monthly basis for actual earnings for the previous bi-monthly period.

A one-time payment will be made to the contractor's covered under this Agreement for arrears resulting from this change.

LETTER OF UNDERSTANDING # 1

**BETWEEN:** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE:** SOFT TIE DOWNS

When drivers are required to use soft tie downs they will be paid an additional fifteen (15) minutes per unit inclusive of loading and unloading.

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019

**ON BEHALF OF THE COMPANY**

Jack Cooper Canada LP1



Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters



~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362  
Ass. Trustee



Dave Phipps, Business Agent  
Teamsters Local Union No. 395



Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING #2

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: WESTERN CANADA COUNCIL OF TEAMSTERS**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

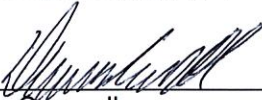
IT IS HEREBY AGREED BY AND BETWEEN THE EMPLOYER AND THE UNION TO THE FOLLOWING:

1. Automotive vehicles destined for delivery by truck transportation from the United States to Canada, and vice versa, shall be delivered to an agreed-to terminal or marshalling area from which point final delivery of the automotive vehicles shall be made by the drivers in their respective countries. Present agreed-to practices shall remain in effect.
2. In order to avoid any labour and/or labour/management misunderstanding between Canada and the United States, any changes in the above mentioned operations that are now in effect must be discussed prior to implementation with the appropriate Canadian and U.S. Local Unions involved and all items agreed to will be listed in a Memorandum and signed by all Parties.

SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2019


**ON BEHALF OF THE COMPANY**

Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ DAVE COOPER Ass. Trustee  
General Teamsters, Local Union No. 362

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING # 3

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: WESTERN CANADA COUNCIL OF TEAMSTERS**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

IT IS HEREBY AGREED BY AND BETWEEN THE EMPLOYER AND THE UNION TO THE FOLLOWING:

Hotel or motel accommodation will be authorized when there is a truck breakdown and the Driver is not able to sleep in the truck.


Accommodation will also be authorized on other occasions when circumstances dictate it is reasonable to do so.

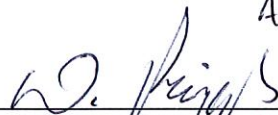
SIGNED THIS 16<sup>th</sup> DAY OF April, 2019

**ON BEHALF OF THE COMPANY**  
Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ *DAVE COOPER*  
General Teamsters, Local Union No. 362  
Ass. Trustee

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING # 4

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: TEAMSTERS LOCAL UNION NO. 362**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

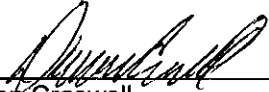
IT IS HEREBY AGREED BY AND BETWEEN THE EMPLOYER AND THE UNION TO THE FOLLOWING:

This will confirm our agreement that Owner-Operators working from Edmonton, Alberta will become and remain members in good standing of Teamsters, Local Union No. 362.

SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2019

**ON BEHALF OF THE COMPANY**


Jack Cooper Canada LP1



Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
~~Alan Porter, President~~ *DAVE Cooper*  
General Teamsters, Local Union No. 362  
Ass. TRUS TEE

LETTER OF UNDERSTANDING # 5

**BETWEEN:** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

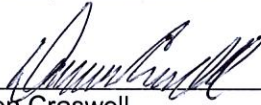
**RE:** TEAMSTERS/UNION INDUSTRY ADVANCEMENT FUND

The Company shall deduct eight dollars (\$8.00) per month for which wages are payable, in addition to monthly dues and initiation fees, from each employee covered by this Collective Agreement, and remit same to the appropriate Local Union, on a separate cheque. The Teamsters have been advised that this additional deduction from employees' earnings is to be applied to the Teamsters Industry Advancement Fund.

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019


**ON BEHALF OF THE COMPANY**

Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ Dave Cooper  
General Teamsters, Local Union No. 362  
Ass. Trustee

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

## LETTER OF UNDERSTANDING # 6

**BETWEEN:** JACK COOPER CANADA LP1  
(Hereinafter referred to as the **COMPANY**)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the **UNION**)

**RE:** OWNER OPERATORS

The Parties hereto agree as follows:

The purpose of this Letter of Intent is to clarify the intent of Article No. 20.3 of the current collective agreement between Jack Cooper Canada LP1 and the Western Canada Council of Teamsters, representing locals 362, 395, and 979.

It is understood that such Owner Operators who are not members of the referred to Local Unions, will not be dispatched from a terminal where there are Company drivers on layoff, or available for dispatch, except on less than full loads, or under extraordinary circumstances. The Company and the Union must agree on what constitutes a less than full load, or an extraordinary circumstance in advance of these loads being dispatched. If the Company fails to secure agreement from the Union prior to said dispatch, any driver that has been disadvantaged will be reimbursed on his next pay, for all wages and benefits to a maximum equal to the value of the trip.

Provided the above is adhered to, such Owner Operators may be dispatched at the Company's discretion, only if they return to their domiciled terminal upon completion of the trip. These Owner Operators will not however be dispatched west of Prince George, until all Edmonton-based B.C. bid drivers have had their choice of trips. These Owner Operators will only have priority on traffic destined to points west of Prince George when the Company has advance notice of traffic originating at points west of Prince George, destined to Vancouver.

If these Owner Operators are required to return to any terminal other than their domiciled terminal, they shall be dispatched as if they are the most junior employee on any bid area assigned to, for the first and subsequent trips.

It is understood that Local 213 Owner Operators shall be deemed to be domiciled at Vancouver, BC.

Local 979 eastern Owner Operators domiciled in Winnipeg, MB will continue to be dispatched into Ontario on used-vehicle traffic. They shall only be dispatched on new traffic or to other destinations on an overflow basis. On overflow conditions, they will be dispatched as the most junior employee at that terminal, but shall be dispatched ahead of Owner Operators domiciled in other areas. Owner Operators may haul new vehicles to Thunder Bay and east, if proceeding to Southern Ontario.

Local 362 northern Owner Operators will continue to be dispatched on the northern freight they have been hauling in the past. On overflow conditions, they will be dispatched as the most junior employee at that terminal, but shall be dispatched ahead of Owner Operators domiciled in other areas.

**LETTER OF UNDERSTANDING #6 (Continued)**

The number of Owner Operators domiciled at any terminal will not be increased without mutual agreement being reached between the Company and the Union.

SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2019


**ON BEHALF OF THE COMPANY**

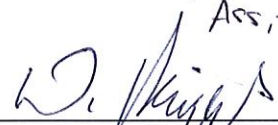
Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ **DAVE COOPER**  
General Teamsters, Local Union No. 362  
Ass. Trustee

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING # 7

**BETWEEN:** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE:** NIGHT SHIFT

It is agreed, and understood, by the Parties, that drivers will not be required to work a night shift unnecessarily. This meant that, providing there is equipment available, and that service to the customer is in no way compromised, as many drivers as possible will be accommodated on a day shift.


The Parties also agree and understand that to maximize equipment utilization, and to enhance customer service, a night shift is required. Night shift operations shall operate with due consideration to the above noted provision


SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2019

**ON BEHALF OF THE COMPANY**  
Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362  
Asst. Trustee

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING # 8

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: WESTERN CANADA COUNCIL OF TEAMSTERS**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE: SOFT TIE DOWNS**

The Parties hereto agree:


Should the Company convert equipment from chain equipment to strap equipment, the additional compensation for strapping will no longer apply. To satisfy this requirement the conversion requires that chain assemblies be removed and replace with straps.

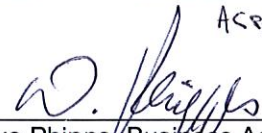
SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2019

**ON BEHALF OF THE COMPANY**  
Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362  
ACR, TRUSTEE

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING # 9

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: WESTERN CANADA COUNCIL OF TEAMSTERS**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE: DRIVE-AWAY PERSONNEL**

- 1) Drive-away personnel would be part-time employees as per Article 2 Section F of the Collective Agreement.
- 2) Drive-away personnel would be considered Utility persons for pay purposes, i.e. \$17.40 @ entry-level rate = \$13.92 / hr.
- 3) Drive-away personnel can only be utilized when there is work available to all regular full-time employees.
- 4) Drive-away personnel are required to pay union dues for each month in which they work at least one day.

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019


**ON BEHALF OF THE COMPANY**

Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362  
As, TRUSTEE

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

**LETTER OF UNDERSTANDING # 10**

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: TEAMSTERS LOCAL UNION NO. 979**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE: WINNIPEG YARD OPERATIONS**

The parties agree to the following conditions as they pertain to Jack Cooper's Winnipeg Yard Operations.

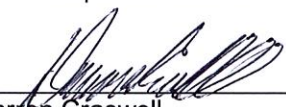
- 1) The Company will make additional work available to fill out a yardman's day on those occasions when he/she has less than eight (8) hours work.
- 2) Clause 16.3

When a General Holiday falls on an employee's regular day off, the employee will be entitled to General Holiday pay for that day or arrange to take some other day off with pay.

In the event there is not mutual agreement on an alternate day, the employer will designate the work day preceding or following the General Holiday as the day observed, at least one week prior to the holiday.

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019

**ON BEHALF OF THE COMPANY**  
Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

**LETTER OF UNDERSTANDING # 11**

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: TEAMSTERS LOCAL UNION NO. 979**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE: THUNDER BAY DRIVERS**

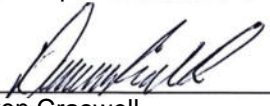
Whereas the rail ramp at Thunder Bay has discontinued operations, and whereas \_\_\_\_\_ has more than thirty (30) years of service with the Company, the Parties here to agree to amend LOU #17 and replace it with the following:

1. \_\_\_\_\_ (existing driver in Thunder Bay) will be designated as a Winnipeg driver domiciled in Thunder Bay.
2. Mike will be grandfathered to this position in Thunder Bay and shall not be carried on the Winnipeg Seniority List until such time as he chooses to transfer to Winnipeg.
3. In the event \_\_\_\_\_ transfers to Winnipeg, he shall be placed on the bottom of the Winnipeg Seniority List at the time of his transfer.
4. Mike will be considered a foreign driver for the purpose of dispatch preferences from Winnipeg.
5. If any driver in Winnipeg is laid off (hired on or before December 31, 2005), the Company shall not bring the Thunder Bay driver into Winnipeg unless he has a minimum load of five (5) vehicles from Thunder Bay to Winnipeg. If any driver in Winnipeg (hired after December 31, 2005) is laid off, the above shall not apply.
6. In the event, \_\_\_\_\_ leaves the employment of the Company, the Company and the Union must mutually agree to a renewal and revision of this letter prior to assigning a replacement driver in Thunder Bay.

SIGNED THIS 10<sup>th</sup> DAY OF October, 2019


**ON BEHALF OF THE COMPANY**

Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

**LETTER OF UNDERSTANDING # 12**

**BETWEEN :** **JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND:** **TEAMSTERS LOCAL UNION # 395**  
Affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE: EXTENDED LENGTH EQUIPMENT SPEED RESTRICTION IN SASKATCHEWAN**

The Company agrees to increase the premium of two point one six (2.16) cents per mile, paid for the operation of extended length equipment, which is restricted to a maximum speed of 90 kph. in Saskatchewan, by five (5) cents per mile. The overall premium will be seven point one six (7.16) cents per mile.

The Company agrees to do this without prejudice to their right to defer back to the contract rate of two point one (2.1) cents per mile.


The Company reserves the right to revert back to the contract rate should the speed restriction of 90 kph be removed.

SIGNED THIS 10 DAY OF APRIL, 2019

**ON BEHALF OF THE COMPANY**  
Jack Cooper Canada LP 1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labor Relations

**ON BEHALF OF THE UNION**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters, Local Union No. 395

**LETTER OF UNDERSTANDING # 13**

**BETWEEN :** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE:** Triplease

- Triplease drivers will be dispatched from the bottom of the seniority list.
- All WCCT drivers must be offered work before drivers outside of this agreement.
- The Company agrees to pay the equivalent of the monthly dues for each triplease truck used in any month.
- The Company will post the complete daily dispatch.
- When triplease is used, all available WCCT drivers will be guaranteed a minimum of forty (40) hours work or pay for that week.
- This agreement will be in effect until cancelled by the Union.

SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2019


**ON BEHALF OF THE COMPANY**

Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362  
As, TRUSTEE

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters, Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

**LETTER OF UNDERSTANDING # 14**

**BETWEEN :** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE:** ARTICLE 24 – Teamsters WCCT Benefit Plan

The Company will determine the cost savings associated with transferring the existing plan from Manulife to Teamsters WCCT benefit plan.

If adequate savings are proven the Company will move forward with transferring the plan as soon as it is practical to do so.

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019

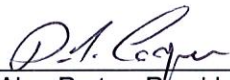
**ON BEHALF OF THE COMPANY**


Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362  
As TRUSTEE

  
\_\_\_\_\_  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395

  
\_\_\_\_\_  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING # 15

**BETWEEN :** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** WESTERN CANADA COUNCIL OF TEAMSTERS  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE:**

**Any new OEM business obtained after ratification will be paid at a driver pay rate of twenty-two percent (22%) of revenue (net of fuel surcharge). Any loads that are mixed (existing business and new business) will be paid at the existing piece work rates.**

**The twenty-two percent (22%) of revenue includes the following pay items:**

- Loaded Mileage Pay
- Empty Mileage Pay – Including pup
- Loading Pay
- Unloading Pay
- Premium Stops – Including Calgary and Edmonton City Drop Rate (Currently \$13.15)
- Pickouts
- Pup Ramp Pulls
- City Zone Pay
- New Yard Calgary Stop
- New Yard Edmonton Stop

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019

**ON BEHALF OF THE COMPANY**

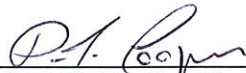
Jack Cooper Canada LP1



Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters

  
~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362  
Dave Phipps, Business Agent  
Teamsters Local Union No. 395  
Les Kauk, Business Agent  
Teamsters Local Union No. 979

LETTER OF UNDERSTANDING # 16

**BETWEEN: JACK COOPER CANADA LP1**  
(Hereinafter referred to as the COMPANY)

**AND: TEAMSTERS LOCAL UNION NO. 362**  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE: NEW YARD CALGARY**

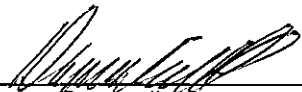
The Company has secured a new operating facility at 235100 Ryan Rd. S.E., Calgary, which is approximately eight (8) miles from the loading area. As a result, drivers incur additional travel time which is estimated to be twenty (20) to thirty (30) minutes when proceeding directly from the new facility to the loading area. There will also be additional travel time incurred at the conclusion of a trip when returning to the new facility, time and distance in this case varies depending on location of last drop.

As of July 1, 2008, the Company has agreed to pay drivers a flat rate of fourteen dollars and forty-nine cents (\$14.49) to compensate for the additional travel time involved. This is in addition to the regular load and unload rates. The application of this rate shall be as follows:


- 1) **City Drivers** – flat rate applied once per shift when drivers have started and concluded their shift at the new facility.
- 2) **Short-line Drivers** – flat rate applied once per shift when drivers have started and concluded their shift at the new facility and have loaded at least once during this shift at the CP yard.
- 3) **Highway Drivers** – flat rate applied once per highway trip for all trips loaded out of the CP yard where the driver was required to park at the new facility either at the commencement of, or during the trip.

SIGNED THIS 16<sup>th</sup> DAY OF APRIL, 2019

**ON BEHALF OF THE COMPANY**  
Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
~~Alan Porter, President~~ **DAVE COOPER**  
General Teamsters, Local Union No. 362  
Ass. TRUSTEE

LETTER OF UNDERSTANDING # 17

**BETWEEN:** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** TEAMSTERS LOCAL UNION NO. 362  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

**RE:** NEW YARD EDMONTON

The Company has secured a new operating facility at 105 Turbo Drive, Sherwood Park, Alberta, which is 3.4 km's from the loading area, located at 12210 – 17 Street NW, Edmonton, Alberta. As a result, drivers incur additional travel time which is estimated to be seven (7) minutes when proceeding directly from the new facility to the loading area. There will also be additional travel time incurred at the conclusion of a trip when returning to the new terminal, time and distance in this case varies depending on the location of the last drop.

The Company has agreed to pay drivers a flat rate of five dollars and eighty cents (\$5.80) to compensate for the additional travel time involved. This is in addition to the regular load and unload rates. The application of this rate shall be as follows:

- 1) **City Drivers** – flat rate applied once per shift when drivers have started and concluded their shift at the new terminal.
- 2) **Short-line Drivers** – flat rate applied once per shift when drivers have started and concluded their shift at the new terminal, and have loaded at least once during this shift at the CP yard.
- 3) **Highway Drivers** – flat rate applied once per highway trip for all trips loaded out of the CP yard where the driver was required to park at the new terminal either at the commencement of, or during the trip.

It is further agreed that anytime a driver returns to the new terminal at any point throughout the trip/shift, and then continue to the loading yard to continue work, he/she shall be entitled to receive the above mentioned rate for each time. It is understood that a driver will not be required to return to the new terminal unless instructed by Management, and/or to drop off a backhaul unit, when instructed to do so.

SIGNED THIS 16<sup>th</sup> DAY OF April, 2019

**ON BEHALF OF THE COMPANY**


Jack Cooper Canada LP1



Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**

Western Canada Council of Teamsters



~~Alan Porter, President~~ DAVE COOPER  
General Teamsters, Local Union No. 362

Ass, Trustee

LETTER OF UNDERSTANDING # 18

**BETWEEN:** JACK COOPER CANADA LP1  
(Hereinafter referred to as the COMPANY)

**AND:** TEAMSTERS LOCAL UNION NO. 362  
affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the UNION)

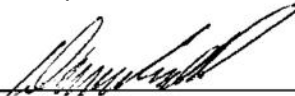
**RE:** EDMONTON YARD INSPECTOR

In recognition of the special circumstances of the Edmonton yard operation, the Employer agrees to provide John Simpson with the following increases to his hourly wage rate.


August 1, 2014	\$1.00 per hour
June 22, 2015	\$0.25 per hour
June 22, 2016	\$0.25 per hour
June 22, 2017	\$0.25 per hour
<b>Sept.30, 2021</b>	<b>1.5 % increase</b>

SIGNED THIS 11<sup>th</sup> DAY OF April, 2019

**ON BEHALF OF THE COMPANY**  
Jack Cooper Canada LP1

  
\_\_\_\_\_  
Darren Craswell  
Director of Labour Relations

**ON BEHALF OF THE UNION:**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
ifMnrrFTrrtrr, President @PV e Coef eU\_-  
General Teamsters, Local Union No. 362

Ass, TEUSTEE