



# **COLLECTIVE AGREEMENT**

Between

**Ryder Truck Rental Canada Ltd.  
(4830 54 Ave SE Calgary)**

And

**Logistics, Manufacturing, And  
Allied Trades Union,  
CLAC Local 56**

**DURATION: October 1, 2018 – September 30, 2021**

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**Ryder Truck Rental Canada Ltd.  
(4830 54 Ave SE Calgary)  
(hereinafter referred to as "the Employer")**

**and**

**Logistics, Manufacturing, And Allied Trades Union, CLAC  
Local 56  
(hereinafter referred to as "the Union")**

**October 1, 2018 – September 30, 2021**

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## **COLLECTIVE AGREEMENT**

### **PURPOSE OF AGREEMENT**

The general purpose of this Agreement is, for the mutual benefit of the Employer and employees and to provide to the fullest extent possible for the efficient operation of the Employer's business consistent with fair wages and conditions, and to provide for uninterrupted and efficient service to the Employer's client; and further, to prevent strikes and lock-outs and to facilitate the peaceful disposition of grievances and disputes between the Employer and its employees, and to provide for the safety and welfare of the employees.

It is recognized by this Agreement to be the duty of the Employer and the employees to cooperate fully, individually, and collectively, for the advancement of the foregoing purposes and conditions.

### **ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees located at 4830 54 Ave SE, Calgary AB, as described in the Certificate issued by the Alberta Labour Relations Board, numbered 186-2018 and dated July 25, 2018 for the purpose of Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment.
- 1.02 The parties recognize and agree that the operation of the Employer's affairs and processes necessarily involves persons in positions, which are excluded from the bargaining unit from time

to time doing work within the scope of the certified bargaining unit. It is further understood and agreed that such involvement in bargaining unit work will not be used to erode the bargaining unit or eliminate jobs for Union members.

- a) For a greater certainty, but without detracting from the generality of the foregoing paragraph, the parties specifically agree that excluded personnel may perform bargaining unit work in the following situations:
- i. training or instruction, and
  - ii. experimentation
  - iii. specialized repairs, and
  - iv. in the event of any emergency where bargaining unit employees with sufficient capability are not immediately or readily available to perform the work,
- b) An “emergency” for all purposes of this collective agreement, unless otherwise stipulated, will be deemed to exist when the Employer must take action to ensure it is able to:
- i. avoid or eliminate a dangerous or hazardous condition, particularly where an employee’s life is endangered or a serious injury could result unless immediate action is taken,
  - ii. avoid loss or damage to the Employer’s property, equipment, operations, production or a product,

- iii. meet unavoidable deadlines,
- iv. man work stations until sickness or illness replacements or injury replacements can be arranged.

1.03 The Employer agrees that the Christian Labour Association of Canada and its duly appointed representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

#### 1.04 Contracting Out

The Employer is committed to, first and foremost, utilizing bargaining unit employees for all work normally performed; however, the Employer may need to contract out work where:

- a) The necessary facilities or equipment are not available;
- b) They do not have and /or cannot acquire the required manpower within the bargaining unit, or
- c) Required by the changing needs of the customer not able to be met.
- d) Work normally performed or work that can be performed by members of the bargaining unit will not be contracted out or assigned to employees outside of the bargaining unit if, mainly as a result of the contracting out or reassignment, employees qualified to do the work are on lay-off, must be laid off, or reduced in regular hours. The parties will cooperate through the Union/Management committee to discuss overtime trends and outsourcing.

## **ARTICLE 2 - DEFINITION OF EMPLOYEE**

2.01 The term “Employee” as used in and for the purpose of this agreement shall include those employees of the Employer at and from the Employer’s premises for which the Union is certified, or voluntarily recognized by the mutual Agreement of the Employer and the Union.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes the right of the Employer to operate and manage its business in all respects. This shall include, but shall not be limited to, the right to establish and enforce reasonable rules for conduct of employees, to hire, to properly classify, to set and adjust schedules, promote, transfer, demote, lay-off or release employees for lack of work, suspend or discharge employees for just cause, subject to the express provisions of this Agreement. Management agrees to exercise its rights in a manner consistent with the terms of this Agreement.

3.02 The Employer agrees that the exercise of its rights does not relieve it of its obligations arising out of any other specific provision of this Agreement, or limit the rights of the employees arising out of any other specific provision of this Agreement.

## **ARTICLE 4 - UNION SECURITY AND UNION ACTIVITY PROVISION**

4.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of job vacancies to allow Union members to apply for employment although the Employer will be free to hire the most



capable and qualified applicants.

4.02 The Employer has the right to hire new employees as needed, provided that no new Employee(s) will be hired while there are available employees on lay-off qualified to do the work. Laid-off employees shall remain eligible for recall for a maximum period of twelve (12) months in accordance with the following schedule:

- a) employees with less than twelve (12) months continuous service will retain seniority for a period equal to one (1) month for each month of continuous service;
- b) employees with twelve (12) months or more continuous service will retain seniority for a maximum period of twelve (12) months.

4.03 New employees will be hired on a probationary period of one-hundred and twenty (120) working days. The Employer will complete a performance appraisal after three (3) months with another appraisal at the end of the 120 working day period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of employment as a regular, full-time Employee.

All Licensed Technicians must apply for their CVIP license within their probationary period. Ryder will assist in the process and will reimburse the direct costs associated with the application.

When regular part-time employees become full-time, they shall receive seniority credits prorated on the basis of full time hours after they have completed their probationary requirements as outlined in Article 4.03 (e.g. ten (10) hours per week will give

twenty-five percent (25%) seniority related to the forty (40) hour standard work week). In no case, will seniority credits earned by a part-time Employee exceed a total of twelve (12) months. The Employer and the Union jointly agree that this position will apply only to those part-time employees who work continuous periods of employment.

If a probationary employee is to be terminated, the Employer shall inform the appropriate union representative prior to the actual action being taken.

- 4.04 Probationary employees are covered by the Collective Agreement as prescribed by the Alberta Labour Relations Code. This does not preclude management from dismissing a probationary employee without recourse to the Grievance Procedure. During the period of the ninetieth (90<sup>th</sup>) calendar day to the one hundred and twentieth (120<sup>th</sup>) day worked of employment, any performance review conducted will be done in the presence of a Shop Steward, unless declined by the employee.
- 4.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any Employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new Employee will be referred by the Employer to a Steward in order to give such Steward an opportunity to describe the Union's purposes and representation policies.
- 4.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the

same terms and conditions as are applicable to other members of the Union.

- 4.07 a) There shall be no discrimination against any Employee because of Union activities.
- b) No Union Representative shall be subjected to any disciplinary action by the Employer or its representatives for any act done bona fide in performance of their duties as Union representatives.
- 4.08 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint a minimum of one steward for up to twenty-five (25) employees. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) CLAC Representatives are representatives of the employees, in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' Collective bargaining rights and any other rights under this Agreement and under the law.
- 4.09 The Employer and the Union agree to notify one another in writing of the names of their officials and the effective dates of their appointments.
- 4.10 The Union has the right to appoint up to two (2) members to a negotiating committee. Employees on the committee will be

paid straight time hours at their regular hourly rates for each regular workday spent negotiating a Collective Agreement with the Employer. Employees meeting with the Union in preparation for negotiations will be granted reasonable time off without pay. A maximum of eighty (80) hours total will be paid for the negotiating team.

- 4.11 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 4.12 The Employer may meet periodically with its employees for the purpose of discussing any matters of mutual interest or concern to the Employer and the employees. Where such matters or concerns involve the interests of the Union a CLAC representative may attend such meetings.
- 4.13 The Union representatives shall be allowed access to the Employer's premises periodically. Permission shall first be obtained from the Employer. Such permission shall not be unreasonably withheld.
- 4.14 If any Employee of the Employer should be elected to act as a delegate for the Union, he or she shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business; not to exceed one (1) week provided that no other employees are on vacation at the same time.

- 4.15 The Employer agrees to provide adequate space, in a permanent location, acceptable to the Union, for a bulletin board exclusively for the Union's use.

## **ARTICLE 5 - UNION DUES**

- 5.01 The Employer agrees to deduct from each employee the amount equal to Union dues and where applicable an amount equal to Union dues arrears or Union initiation fees. The total amount deducted will be turned over to the Union Treasurer each month, by the 20<sup>th</sup> day of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 5.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the commonly recognized guidelines on what constitutes a lawful conscientious objection.
- 5.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 5.04 The Employer will provide the Union with all necessary information regarding insurance and benefits plans, job classification changes and terminations. The name, address,

date of hire, and classification of new employees will be provided to the Union once monthly.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 During the term of this Agreement, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 6.02 During the term of this Agreement, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

## **ARTICLE 7 - HOURS OF WORK**

- 7.01 a) The standard work day will consist of eight (8) hours, exclusive of lunch breaks but inclusive of reasonable work area clean up time, and the standard work week will consist of five (5) consecutive days of eight (8) hours each, making forty (40) hours worked. The parties may allow for an Overtime Averaging Agreement which will consist of four (4) consecutive days of ten (10) hours each, making forty (40) hours worked.
- b) The pay period will be weekly, Thursday through Wednesday.
- c) Newly developed shift cycles or other Overtime Averaging Agreement options may be introduced by mutual agreement between the parties. In such cases, a Letter of Understanding

between the parties would be signed prior to the introduction of such an agreement.

- d) Work performed in excess of the regularly scheduled eight (8) or ten (10) hours per day or forty (40) hours per week will be paid at the applicable overtime rate. If an employee works less than the regularly scheduled eight (8) or ten (10) hours per day, the left-over hours will not be transferred to future days to make up the forty (40) hours for the work week.

7.02 All work performed on Saturday and Sunday will be paid at the premium outlined in Appendix A.

7.03 The Employer has the right to establish weekly work schedules and shifts, subject to the following:

- a) day shift commences between 5:00am and 9:00am;
- b) afternoon shift commences between 2:30pm and 4:30pm
- c) mobile service truck hours of operation will be scheduled as uniformly as possible as per customer demands within the above daily start times, with the parties preferred scheduling being a four (4) day, ten (10) hour rotation.
- d) for new shifts established or shift change situations other than those covered under Article 7.05, the Employer will provide two (2) weeks' notice to the Union and the employees to comply with the newly scheduled hours or days outside of the previous schedule. The Employer will grant additional time to employees that require it, based on demonstration of extenuating circumstances not to exceed four (4) week cumulative from time of notification. The parties will meet to establish a rotation system that meets the needs of the customers, operations, and individual

employees involved.

- e) Changes made to individual's schedules to accommodate short term needs will only be made by the Employer and the Union with the Employee's consent.

#### 7.04 Shift Differentials

The following shift differentials will apply:

- a) Afternoon (2<sup>nd</sup>) shifts will commence between 2:30 p.m. and 4:30 p.m. and will receive an additional hourly premium as set out in Appendix "A";
- b) For clarification purposes, an employee will only receive these shift premiums for shifts that commence at the times listed above. Employees are not eligible for a particular shift's premium for work (overtime) that continues from a previous shift into the scheduled working hours of the afternoon (2<sup>nd</sup>).

#### 7.05 Posting of Shift Schedules and Days Off

The Employer will post work schedules for all employees setting forth the employees starting and finishing time and days off. At least forty-eight (48) hours' notice will be given to an Employee whose schedule has changed, except in the case of an emergency. Employees may agree to shorter notice in other circumstances.

All Shift vacancies that are to be filled shall be posted within five (5) working days of such vacancies occurring. In all cases of filling such vacancies which are posted, seniority, within the classification, shall be the governing factor. Shift vacancy



posting(s) will be removed after five (5) working days and a copy forwarded to the shop steward. The closing date for shift vacancy application(s) will be five (5) days from the posting date.

Where there is not a sufficient number of applicants to fill the vacancies, the employees with the least seniority will be assigned the shift in reverse order of seniority.

An employee that changes to a new position will have a one hundred twenty (120) day trial period during which he will be reviewed to determine his ability to complete the requirements of the new role. The Employer will complete a performance appraisal after three (3) months with another appraisal at the end of the 120 working day period. If the employee does not meet the requirements of the new role within the 120 working day period, the employee will be required to move back to the employee's former position for which the employee is qualified and for which the employee's seniority allows. During the period of the ninetieth (90<sup>th</sup>) day to the one hundred and twentieth (120<sup>th</sup>) day any performance review conducted will be done in the presence of a Shop Steward, unless declined by the employee.

#### 7.06 Rest Between Shifts

No Employee will be required to commence another shift within eight (8) hours of completing a shift, except in the case of an emergency. In the event that an Employee is requested to work prior to the eight (8) hours elapsing, the Employee will be considered as still working on the employees' previous shift for all time worked within the eight (8) hour period and will be paid for that time at the applicable over-time rate.

### 7.07 Rest Periods

Each employee will be given two (2) rest periods of fifteen (15) minutes each during their regular shift of eight (8) or ten (10) hours, without loss of pay, scheduled to break up the shift into generally equal segments.

Whenever an employee is required to work over-time for two (2) hours or more after their regular shift, the employee will be entitled to a paid rest period (at the applicable over-time rate) of fifteen (15) minutes before proceeding with over-time work and prior to any subsequent two (2) hour period thereafter.

### 7.08 Lunch Period

An unpaid, uninterrupted lunch period of thirty (30) minutes will be provided for all employees, at a reasonable time. Where over-time is worked at the end of a shift, the Employee will be entitled to take a thirty (30) minute unpaid break two (2) hours after the end of the employee's regular shift or at another mutually agreed upon time.

It is the intention of the Employer that employees have lunch or rest periods free from unwarranted or unnecessary interruption. No employee will be required to work during the lunch period except in the case of emergency. Emergency in this Article shall mean danger to life or limb of a person on the company premises.

### 7.09 Over-Time - Daily and Weekly

All hours worked in excess of the regular scheduled eight (8) or ten (10) hour shift or in excess of forty (40) hours in the scheduled

work week will be considered over-time. Rates of pay will be as follows:

- a) hours worked in excess of a regularly scheduled shift will be paid at one and one half (1-1/2) times the regular rate for the first four (4) hours and that all overtime in excess of four (4) hours be paid at the rate of two (2) times the hourly rate, the above applying to daily overtime hours worked. All overtime rates shall include the appropriate shift premium in which the overtime occurs.
- b) hours worked in excess of forty (40) hours in a week will be paid at one and one half (1-1/2) times the regular rate.
- c) except as expressly provided in this Agreement, there shall be no pyramiding of over-time benefits;
- d) where permission from the Employer is obtained, an employee may be permitted to work extra hours without receiving over-time pay in exchange for receiving equivalent over-time hours off, or a regular work day off within the following three (3) months at the employee's request, to be scheduled at a mutually agreeable time.

e) Over-Time Banking

An employee may notify the Employer that the employee wishes to bank over-time work to be taken as personal time off. The hours of over-time banked shall be the hours the employee worked and time off will be computed at the applicable over-time rate.

Only overtime hours above eight (8) hours per week are eligible for banking. The maximum number of hours an

employee may have banked in a twelve (12) month period (January 1<sup>st</sup> – December 31<sup>st</sup>) shall be forty (40) hours. When an employee takes paid time off as herein provided, it will be without loss of benefits.

Such personal time off shall be taken at such time as mutually agreed by the Employer and employee. Request for time off will be made to the employee's supervisor at least five (5) working days prior to the desired time off. Such personal time off shall be taken in increments of not less than eight (8) paid hours. The parties agree further that banked time will not be taken as a personal time off during the months of July and August unless the Employer agrees. Banked hours shall be used or paid out by the end of the twelve-month period (December 31<sup>st</sup>).

#### 7.10 Over-Time

It is recognized from time to time the need to work over-time. If no volunteers are available, the Employer will assign the work to capable employees in line with the over-time equalization record. The Employer will endeavor to distribute over-time equitably among employees in a particular classification.

Over-time refused shall be considered as having been worked for the purposes of the equalization record. The Employer will not call employees to work overtime while an employee is on vacation, floating holiday or previously arranged days off.

#### 7.11 Over-Time - Notice

The Employer will attempt to provide an Employee, who is

required to work over-time, with reasonable notice, in the circumstances, of such requirement.

#### 7.12 Over-Time - Where Shift Premium Paid

Shift premiums will not be included in the hourly rate for the calculation of over-time, but will be added on at the regular premium rate. There will be no pyramiding of over-time.

7.13 a) This article outlines the process for how to deal with After Hours Calls that occur when there is a need for customer service during hours when there are not technicians working in the Shop: The After Hours on call management system is outlined below:

- 1) Ryder Customer Response Center (RCRC) will be the first contact and will determine if the call requires a technician, or can go to a vendor.

If determined that it is a technician issue, RCRC will then call the “technician on-call service phone”. The Ryder supplied on-call service phone is the only phone to be used for on-call purposes throughout the week.

- 2) The Calgary technician that is available will handle the service call.

b) The weekly (Thursday – Wednesday) After Hours on-call technician(s) will be determined by the following:

- 1) Licensed Technicians are eligible to take the on-call phone for the week.
- 2) Employees may voluntarily sign up for the on-call phone.

The weekly on-call responsibility will be rotated evenly on a week to week basis. The on-call schedule will be clearly posted in the lunch room.

If you sign up for a week and become unavailable, you must:

- i. Find a replacement. Ensure your Service Manager is advised of the change in schedule.
  - ii. If you cannot find a replacement, a minimum of two (2) weeks' notice must be provided.
- 3) In the event that there are individual weeks where an employee has not volunteered to be on-call or no replacement is secured, it will be mandatorily assigned to Licensed Technicians in inverse seniority on a rotating basis.
- c) Off work Employees assigned the After Hours on-call responsibility for the closed shop hours will receive ten (10) hours of pay at the employee's regular rate of pay. This ten (10) hours on-call payment includes all telephone handling.

Additionally, for each statutory holiday that the shop is closed and the employee is scheduled to be on call, the employee will receive an extra three (3) hours of pay at the employee's straight time rate.

Article 7.15 will apply if the Technician is dispatched on the Service Truck.

#### 7.14 After Hours Dispatch

- a) If an employee is dispatched after hours on the Service Truck, the employee will be paid a minimum of three (3) hours pay at one and a half (1.5) times the employee's base hourly rate. This amount is in lieu of any premiums the employee is owed (eg. shift, TIC, CVIP, etc.)
- b) Such time will start from the time the employee leaves his residence (or actual location) to the time the employee returns home (or to point of origin). If the employee, while dispatched on the service truck, handles other work during the initial three (3) hour period, this does not reset the three (3) hour minimum. Their time will be continuous.
- c) Payment for service calls cannot be pyramided. Only when an employee is dispatched from home will the new three (3) hour minimum apply.
- d) An employee who goes out on such after-hours service calls will have the opportunity to delay the start of their next normal shift on that day in order to provide for adequate rest. The employee will be given the option to complete his regular shift length at regular pay, provided it can be completed prior to close of regular operations for that day.

#### 7.15 The Employer will furnish on-call employees with:

- i. A complete and up to date list of all Ryder service shops and approved Ryder Repair services for B.C., Alberta, and Saskatchewan, with applicable contact information.
- ii. Detailed maps of the above areas, updated annually,

iii. A complete list of all Alberta Ryder locations for call-outs.

7.16 All work performed on statutory holidays will be compensated at one and one half (1.5) times in addition to pay for the holiday in accordance with the Alberta Employment Standards Code. If the work performed on a holiday is overtime, the applicable overtime rates in Article 7.09 will apply. However, an employee may elect to take equivalent time off with regular pay at a mutually agreeable time.

## **ARTICLE 8 - HOLIDAYS**

8.01 Employees shall be compensated at regular straight time rates for the following holidays:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day |                     |
| 2. Family Day     | 8. Thanksgiving Day |
| 3. Good Friday    | 9. Remembrance Day  |
| 4. Victoria Day   | 10. Christmas Day   |
| 5. Canada Day     | 11. Boxing Day      |
| 6. Civic Holiday  | 12. Float Day       |
| 7. Labour Day     | 13. Float Day       |

The number of statutory holidays will not exceed thirteen (13) Therefore, should any other day be declared a Statutory Holiday by the Provincial or Federal governments, it will be substituted for a Float day. Furthermore, if a Statutory Holiday(s) is removed it will be replaced with a Float Day.

Holiday pay for any category of employee (full-time or part-



time) will be calculated based on Alberta Employment Standards Code.

- 8.02 Holidays, defined in Article 8.01 will be observed on their calendar day and may only be changed by mutual Agreement between the parties.
- 8.03 Should any of the above holidays occur during an employee's vacation or day of rest, the employee will be given an extra day's vacation with pay for each such Holiday or a day off with pay, as the case may be.
- 8.04 An Employee will not be eligible for pay for a holiday when the employee does not work a scheduled shift before and a scheduled shift after the holiday unless the Employee has been given permission by the Employer; provided, however, that employees not actively employed because of lay off, illness or injury, who are not eligible for other benefits for the Holiday, and who performed work for the Employer some time during the fourteen (14) day period prior to or following a holiday, will qualify for holiday pay in accordance with this Article.

## **ARTICLE 9 - VACATIONS WITH PAY**

- 9.01 Employees will receive vacations and be paid for the vacation in accordance with the following schedule:
- a) each employee who has completed one (1) year continuous service in the employ of the Employer shall be entitled to two (2) weeks' vacation with pay equal to four (4%) percent of annual gross earnings.

- b) each employee who has completed five (5) years continuous service in the employ of the Employer shall be entitled to three (3) weeks' vacation with pay equal to six (6%) percent of annual gross earnings.
- c) each employee who has completed ten (10) years continuous service in the employ of the Employer shall be entitled to four (4) weeks' vacation with pay equal to eight (8%) percent of annual gross earnings.
- d) each employee who has completed fifteen (15) years continuous service in the employ of the Employer will be entitled to five (5) weeks' vacation with pay equal to ten (10%) percent of annual gross earnings.
- e) Calgary bargaining unit employees will automatically receive the benefit of any incremental changes made to the Ryder Truck Rental Canada Ltd. vacation schedule.

9.02 An employee's vacation year will be calculated from the employee's date of hire.

9.03 Vacation Period

The employer will endeavor to grant vacations at the time requested consistent with the efficient operation of the business. Vacation requests will not be unreasonably denied.

9.04 Employees who leave the employ of the Employer will be paid vacation pay at the time of severance in accordance with Article 9.01 for all vacation entitlement earned and unused to the date of severance. When an Employee is laid off, the employee may

decide to defer the vacation until a later time.

- 9.05 Employees with two (2) weeks or less of vacation entitlement will not be allowed to take pay in lieu of vacation. Employees having more than two (2) weeks of vacation will be permitted to take pay in lieu of vacation in excess of two (2) weeks. Requests for pay in lieu must be in weekly increments. All vacation shall be used or paid out by the employees' anniversary date. Pay in lieu of unused vacation will be paid out on the closest pay day following the employee's anniversary date.
- 9.06 Employees will not be required to be available for service calls and call-ins during their vacation periods, i.e. the period between the end of their last scheduled shift prior to their vacation and their scheduled return to work date.

## **ARTICLE 10 - SENIORITY, LAY-OFF AND PROMOTION**

- 10.01 Seniority of employees shall be recognized within their respective job classifications. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of the beginning of employment.
- 10.02 The Employer shall maintain up-to-date seniority lists, the accuracy of which will be agreed upon by the Union, in writing. A copy of such a list will be provided to the Union quarterly, in order for it to ascertain the seniority status of an Employee within its jurisdiction.

10.03 Seniority rights shall cease for an Employee who:

- a) voluntarily terminates their employment;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) fails to report on the first day following the expiration of a leave of absence, except by mutual Agreement;
- d) is absent for more than three (3) consecutive working days without notification to the Employer and without reasonable explanation;
- e) is laid off for a continuous period greater than their period of seniority retention under Article 4.02.

10.04 When the Employer deems it necessary to reduce the work force within a job classification, the Employer shall notify the Union of the need for lay-offs. When a reduction of the work force takes place, part-time and probationary employees shall be laid off first. If further reductions are necessary within the job classification, the Employer shall lay off in the reverse order of seniority.

In case of recall the Employer shall recall in the inverse order of seniority within that job classification.

10.05 In case of lay-off, the Employer shall give notice as per Alberta Employment Standards Code

Employees wishing to terminate their employment will give similar notice to allow the Employer to hire an adequate

replacement. Employees may not be laid off during a work week, but may be laid off at the completion of a work week of forty (40) hours. The Employer will provide employees to be laid off with written notice with a copy to the Union. This provision will only apply to full-time employees.

- 10.06 Any appeal in regard to a lay-off must be taken up under the first step of the Grievance Procedure hereinafter set forth within three (3) work days, of the affected employees, after the lay-off took place.
- 10.07 Any Employee laid off and recalled for work must return within two (2) work days, of the affected employees, after receipt of notice of recall when unemployed and within seven (7) work days when employed elsewhere, or make definite arrangements with the Employer to return which are accepted by the Employer.
- 10.08 The Employer shall post for a minimum of three (3) work days, in a conspicuous place, notice of all vacant positions, new positions and promotions, with details of earnings and duties. Any Employee of the Employer covered by this Agreement may apply for such vacant or new position and the Employer shall be governed in his choice by the employee's ability, skill, qualifications and seniority.

The awarding of the Mobile Technician position(s) is at the discretion of the Employer. If there are no qualified applicants the employer may assign an employee to do Mobile Technician duties during their existing shift until the posted position can be filled by a qualified applicant.

#### 10.09 Lay-Off - Recall Procedure

Employees will be notified of recall by telephone or other type of message which can be confirmed. An employee being recalled must return to work in accordance with Article 10.07. A copy of the recall notice will be given to the Shop Steward or Union Representative. Recalled employees will be credited with the seniority they had at the date of lay off. It is the responsibility of laid off employees to keep the Employer informed of their current address and telephone number.

#### 10.10 Part-Time

- a) A part-time employee shall be a person who regularly works twenty-four (24) hours or less per week based on the average of the preceding twelve (12) months;
- b) In the event a full-time employee is involuntarily reduced to a part-time schedule the employee shall continue to receive the benefits of a full-time employee and shall accumulate seniority accordingly;
- c) In the event a full-time employee is laid off and recalled to part-time hours, the employee shall receive the benefits of a full-time employee with the exception of vacation pay and vacation time which will be in accordance with the provisions of Article 9.03;
- d) In the event a bargaining unit employee is assigned to non-bargaining unit work, the employee shall regardless of the assignment receive all the terms and conditions of the

Collective Agreement as applicable to all other bargaining unit employees.

## **ARTICLE 11 - UNION MANAGEMENT COMMUNICATIONS**

11.01 The Parties to this Agreement pledge to work towards the greatest possible degree of communication and cooperation for improved labour-management relations. In order to further the aims of the enterprise, the Parties agree to schedule a Union-Management meeting as required by either Party.

11.02 An employee attending the above stated meetings during regular working hours shall be entitled to the employee's regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay each employee their regular hourly rate for each meeting attended. It is understood that this time will not be included in overtime calculations.

## **ARTICLE 12 - SAFETY AND HEALTH**

12.01 a) The Employer agrees to develop and follow practical provisions and Employer policies for the safety and health of its employees during their work hours in compliance with Alberta legislation under the Occupational Health & Safety Act, Worker's Compensation Board and any other applicable legislation.

- b) The Union recognizes its obligation to assume joint responsibility with the Employer in all efforts to promote safety and prevent accidents in the workplace and undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership. This includes compliance with published safety policies, as amended from time to time, including but not limited to the Company's Risk Associated Behaviour Procedure.
- c) It is the intent of the parties to have working conditions that are safe and healthy, minimizing the inherent hazards of the operation or the process in question.
- d) No Employee shall be allowed to use the Employer's shop for personal use.
- e) Employees have the right to access their own tools during off-duty hours.
- f) The Employer will accommodate modifications to work duties to comply with any medical restrictions for WCB-compensable injuries.

#### 12.02 Health and Safety Committee

There shall be a Health and Safety Committee consisting of a minimum of one employee per shift, and one management representative. The committee will function in accordance with company policy and provincial safety standards. The meeting shall be directed to matters concerning the correction of unsafe



conditions and practices and the maintenance of the cooperative interest in the safety of the workforce. The Employer shall maintain a record of the meetings and the matters discussed.

Unless otherwise mutually agreed between the Employer and the Union, the Safety Committee shall make periodic inspections of the shop. The Employee on the Safety Committee shall be compensated for time spent, up to one (1) hour at straight time rate, for time spent on the inspection tour; and, as well, the time spent at the monthly meeting will be compensated at regular straight time rate.

#### 12.03 Inspection

When a shop inspection is made by an inspector authorized to enforce any Act, or Regulations pertaining to industrial health or safety, the Union Safety Committee member or designated alternate from the shop shall be included in the tour, without loss of pay.

#### 12.04 Injury Pay Provision

An Employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift.

#### 12.05 Transportation of Injured Employees

An Employee who is injured on the job and who requires transportation from the work site to a physician, clinic or hospital for treatment or to the employee's home shall receive such transportation at the expense of the Employer.

## 12.06 Investigation of Accidents

Any work related incident or injury is to be reported immediately to the shift supervisor, manager and all others in accordance with Ryder policy. The Safety Committee member is to assist the employee to log the incident and determine if first aid assistance is required. The investigation of the incident must take place immediately after the incident occurs.

Following a serious accident or an incident which could have resulted in a serious accident the Health and Safety Committee, or alternates, shall convene as soon as possible to investigate and report to the Union, Employer and employees. The Employer will ensure that all accidents, incidents, and injuries will be reported in writing and that copies of such reports are forwarded to the Union within three weeks. The Union will supply the Employer with copies of all similar reports it may receive within three weeks, from the date of receipt.

12.07 The Employer will provide OH&S-compliant prescription safety glasses to employees as needed, free of charge, in accordance with its policy on Personal Protective Equipment.

12.08 The Employer will sponsor a minimum of two (2) employees per shift for successful first aid with CPR certification or re-certification as a condition of employment. The employee who takes certification or re-certification will be paid at the employee's base hourly rates for all hours to take the course.

## **ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 a) An Employee may request a leave of absence without pay for reasonable personal reasons. Such a request must be made in writing and delivered to the employee's supervisor.
- b) Each request will be thoroughly reviewed and permission shall not be unreasonably withheld provided that granting of the leave of absence does not unduly interfere with the Employer's operation.
- c) Employees may be eligible for a personal leave without pay for a maximum period of 90 days within a rolling 12-month period. We may need to apply for benefit continuation before the start of the leave and it will be available only if approved by our insurance carrier.
- d) All leaves granted shall be confirmed in writing with a copy to the shop steward. If an Employee takes a job elsewhere during a leave of absence or extends the leave without approval of the Employer, the employee will be considered as having terminated their employment.
- e) Before commencing a leave of absence, an Employee will return any and all of the Employer's property in the employee's possession.

These requests shall not be unreasonably denied and shall be responded to within a reasonable time frame.

### 13.02 Bereavement

In the event of the death of any relative as listed below, the employee will be entitled to an appropriate leave of absence to make arrangements for and/or to attend the funeral. In this situation, the employee will receive up to five (5) days off with pay for a current spouse (partner, common law); child; and parent; and up to three (3) days off with pay for grandparents; siblings; current parents-in-law, sisters-in-law or brothers-in-law; and any relative not listed currently living with the employee or dependent upon the employee for care.

### 13.03 Jury Duty/Witness

When an Employee is required to serve as a member of a jury or subpoenaed as a witness in a criminal prosecution or a civil action in which the employee is not a party, the Employer agrees to pay the employee for a time period of four (4) weeks, within a twelve (12) month period, the difference between the employee's regular straight time rate of pay and the amount the employee receives for such jury service or for testifying as a subpoenaed witness provided, however, that the employee upon receipt of said notice to serve on jury duty or testify, must notify the Employer as soon as possible and must show proof of such notice or summons.

13.04 Employees will receive maternity/parental leave as per provincial regulations. (Reference Part 2, division 7 of the employment standards code).

## **ARTICLE 14 - DISCIPLINE**

14.01 The parties recognize the importance of undertaking progressive disciplinary action to address job-related behavior in the event that an employee is not meeting expected performance standards, with the objective of correcting behavior and improving employee performance.

The Employer will follow the progressive discipline procedure outlined in Ryder Canada Employee Handbook 2018 Version. This process includes a series of progressive corrective steps (based on the severity of the behavior or conduct in question) to address employee performance concerns or specific incidents.

14.02 When the conduct or performance of an employee calls for a warning or suspension by the Employer, it will be noted and given in writing to the employee and the Union by the foreman/supervisor in the presence of a Union Steward or Union Representative, unless declined by the employee. If neither is available, the foreman/supervisor will inform the Union in writing of the warning. Grievance timelines will begin upon the Union receiving such notification.

A Risk Associated Behavior (RAB) Report will be used as an official progressive disciplinary action report and be a part of the employee's Personnel File as per Article 14.04.

14.03 An employee may be disciplined, up to and including termination, for just cause. Employees receiving such discipline will have access to the Grievance Procedure.

#### 14.04 Personnel Files

Warnings: The Employer agrees to inactivate previous written warnings from an employee's record after twelve (12) months and not raise the written warning in any subsequent proceedings provided that the employee does not receive discipline for any related offence within the said twelve (12) month period.

Suspensions: The Employer agrees to inactivate previous suspensions from an employee's record after eighteen (18) months and not raise the suspension in any subsequent proceedings provided that the employee does not receive discipline for any related offence within the said eighteen (18) month period.

#### 14.05 Employee Absence Without Notification

The parties agree that an employee's absence from work without notification may be treated by the Employer as a serious employment offence and be made the subject of discipline up to and including, in appropriate cases, discharge (subject to the grievance procedure). An Employee will be deemed to have voluntarily quit if they fail to show up or notify management for three (3) consecutive work days.

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

15.01 The parties to the Agreement recognize the Stewards, the Union Officers and the CLAC Representatives specified in Article 4 as the agents through which employees shall process their

grievances and receive settlement thereof.

15.02 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

15.03 A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 16, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, a Union Officer or a CLAC Representative, or in the case of an Employer’s Policy Grievance, by the Employer or the Employer’s representative.

15.04 A “Group Grievance” is defined as a single grievance, signed by a Steward, a Union Officer or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

#### 15.05 Step 1

Any Employee having a grievance will, accompanied by a Steward, a Union Officer, or a CLAC Representative, submit the

same to the employee's immediate supervisor within ten (10) work days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5<sup>th</sup>) work day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

### Step 2

If the grievance is not settled under Step 1, a Union Representative may within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) work days following the said meeting.

## **ARTICLE 16 - ARBITRATION**

- 16.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 16.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.



- 16.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an Agreement to refer the matter to an agreed upon single arbitrator within seven (7) days of service, who will meet with the authorized representative of the Union and the Employer in a hearing to ascertain both sides of the case.
- 16.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 16.05 If the parties fail to agree to refer the matter to an agreed upon single Arbitrator within seven (7) days of service as aforesaid, the two parties shall each then nominate an arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by Agreement, a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 16.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 16.07 The decision of a majority is the decision of the Arbitration Board but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 16.08 Notice of decision to arbitrate and of nomination of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the

date of service.

16.09 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 16.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

16.10 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Article 15 and 16 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

If any Article or section of this Agreement shall be held invalid by operation of law, or by a tribunal of competent authority, or by an arbitrator or Arbitration Board, or if compliance be restrained, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which are restrained shall not be affected.

16.11 An Employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated on the basis of hourly rates, as applicable, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the single Arbitrator or Arbitration Board.

16.12 Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an Employee, but

considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the single Arbitrator or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.

## **ARTICLE 17 - WAGES**

### **17.01 Wage Schedule**

The job classification and rates of pay listed in the attached wage schedule (Appendix "A") is agreed upon by both parties and forms part of this Collective Agreement.

Employees who are temporarily removed from their regular classification for one (1) day or more and given work for which a higher rate is provided will be paid the higher rate for all the time spent working on the temporary job. However, any regular Employee who is assigned to do temporary work at a job for which a lower rate is provided will not suffer any loss of pay and no rate reduction will be made in this event.

### **17.02 New Job Classification**

The Employer has the right to establish new job classifications. If any new job classification is established or there is a significant change in the job content of any classification referred to in Appendix "A" of this Agreement, the parties agree to negotiate a rate for the job in question. If the parties are unable to reach Agreement, then the dispute will be settled by the grievance

arbitration procedures of this Agreement.

### 17.03 Cheque Issue

Payroll statements will be securely held by Management or designate until such time as they are handed to, or retrieved by, the employee. Payroll Statements will be issued before the end of employee's shift on pay day. The Employer will itemize all hours and deductions on all payroll statements. Upon confirmation by the supervisor, the Employer shall issue a separate makeup cheque to an employee who is short paid by eight (8) hours or more. The cheque will be issued within forty-eight (48) hours, or sooner, from the date of request by the employee.

### 17.04 Payment of Wages - Irregular

Any Employee being discharged, laid-off, or leaving of his own accord will be paid all wages due to him in accordance with the Alberta Employment Standards Code.

17.05 The Employees agree to perform the duties required by the Driver Evaluation Reports. Such employees will be provided with the proper amount of time to complete the Evaluation Report properly and appropriately.

Employees who in the course of their duties receive vehicle infraction tickets will have the financial fine covered by the Employer provided the employee has taken all the required steps to ensure safe transport. Any traffic or moving violations will be the responsibility of the employee.

- 17.06 Major high cost expense items (airfare, apprenticeship tuition, hotels, car rentals, etc.) incurred for work related expenses on behalf of employees will normally be paid up front by the facility's management personnel. At the Employer's discretion these costs may be initially borne by the employee and submitted for reimbursement in accordance with the Employer's expense reimbursement policy.
- 17.07 Employees will be paid for time they attend Employer assigned training. If employees are requested to leave their regular station to attend training away from the Calgary Metro area, they will receive straight time pay for traveling time. Any time (travel and/or training) in excess of their regular shift will be paid for at the rate of time and one-half (1½). This is not to include time taken out for sleeping and eating when away from the Calgary metro area. Also, when away, room, meal, travel and other eligible related expenses will be paid as per Ryder's policy handbook (within one (1) month of submission of expense report(s) to the Service Manager).

## **ARTICLE 18 - APPRENTICESHIP**

- 18.01 It is agreed that apprentices will be paid in accordance with the Regulations issued under the current Alberta Apprenticeship and Industry Training Act.

Management reserves the right to schedule apprenticeship training. Apprentices will be enrolled in the three (3) year On Highway Apprenticeship program.

An Apprentice will be required to obtain their Certificate of Qualification within twelve (12) months of completing their apprenticeship. If an Apprentice is not successful within twelve (12) months, they will be reclassified as a Lube Technician. Any financial costs associated with re-testing are the responsibility of the employee.

Upon completion of the apprenticeship program and receipt of appropriate documentation of journeyman status, licensed technicians will have 90 days to apply for their CVIP license. Ryder will assist in the process and will reimburse the direct costs associated with the application.

18.02 It is agreed that the Employer will not employ more apprentices than as provided for in the regulations of The Department of Advanced Education and Career Development or as provided in any other government legislation.

18.03 Apprentices will be registered with the Alberta Industry and Training by the Employer after successful completion of the employee's probationary period.

18.04 Registered apprentices who, as a requirement of their apprenticeship and with the approval of the Employer, attend school, will be compensated while attending school, under an approved program up to the maximum allowable level under the applicable Federal EI SUB program guidelines. The employee shall submit record of any government EI payments to the employer. The Employer shall make payments in a timely fashion.

18.05 An Employee who is required by or has approval from the Employer to attend a job related course will be reimbursed at the successful completion of the course for costs and all regular working hours lost through course attendance.

18.06 The Employer will reimburse apprentices the cost of tuition fees and textbooks under the following criteria:

- the employee must provide evidence of payments and successful completion of the training, (receipts, transcript, etc),
- For each year of the three (3) year Commercial Transport training the employee must return to work for the Employer for one (1) year following completion of the training.

If an employee voluntarily terminates employment with the Employer prior to working the specified periods above, the employee will be required to reimburse the Employer for such paid apprentice training costs, pro-rated on a monthly basis.

The Employer will provide the Apprentice with a tuition, book, and/or exam allowance equal to 75% of the cost of required textbooks, tuition, and/or exam for each apprenticeship term. Such allowance will be paid to the Apprentice upon provision of results of the successful completion of the applicable exams with a passing grade set by the Alberta Trades Board.

18.07 Each apprentice, within 30 days of successfully completing the first year of school and receiving passing grades, are required to apply for their Trailer License. Within 3 months of receiving their

Trailer license, apprentices are required to apply for their CVIP Trailer license. The CVIP application is a requirement for all apprentices, and as such employees must disclose, if there is any reason that they would not be able to obtain this certification. Ryder will assist in the process and will reimburse the direct costs associated with the application.

## **ARTICLE 19 - INSURANCE, MEDICAL AND OTHER BENEFITS**

19.01 The employees will be provided with the standard Corporate Health and Benefit package currently provided by Ryder Truck Rental Canada Ltd. to the employees of the Calgary (2354) shop.

The Employer will provide the employees with a comprehensive benefits booklet that outlines their current benefits, including retirement plan coverage. These booklets will be updated as needed and available to employees at the Shop at all times. The Employer will ensure that any changes to these benefits and/or retirement plan coverage caused by government legislation will be clearly outlined to the employees.

It is agreed that the Union will be promptly notified of any changes to the benefits and/or retirement plan coverage planned during the term of this Agreement.

Dental fee schedule is set at the current year's fee schedule as determined by the Insurance Company.

19.02 In the event that an employee is laid off, the benefits set forth in Article 19.01 will continue in full force and effect until the end of



the second (2<sup>nd</sup>) month following the month in which the lay-off occurred.

### 19.03 Tool Insurance and Allowances

The Employer agrees to provide a maximum of thirty-five thousand dollars (\$35,000.00) total for tool and tool box insurance per mechanic, apprentice mechanic, and Lube Attendant to cover loss of any tools due to proven break-in at the Employer's premises or Employer's vehicle used on a service call, by reason of fire, or in the event of upset, collision, as per insurance Company regulations.

Should the value of the employee's tool inventory be less than the thirty-five thousand dollars (\$35,000.00) maximum, the lower value shall be insured.

To be eligible, the employee must supply the Employer with a full inventory of their tools and their cost by January of each year hereafter. New employees must supply an inventory within thirty (30) days. (For updates to the employee's tool inventory list, it will be acceptable to provide pictures/video of new and current tools.)

#### Tool Allowance

Effective upon ratification, when employees have successfully completed their probationary period, a tool allowance will be paid to all Technicians (including Lube Technicians and Apprentice Technicians) employees in the sum of one (1) hours pay at base rate, monthly.

### Boot Allowance

A boot allowance will be paid to all employees in the sum of one hundred and eighty-five (185.00) dollars including GST annually. The Employer will provide boot vouchers or employees can be reimbursed upon submission of appropriate receipts. This will be administered at the Branch level.

The company will permit employees to access applicable discounts from its national vendors.

The Employer will provide required PPE for all employees

### 19.04 Uniforms

The Employer will supply employees with the following clothing items. Uniforms (minimum of 11), plus one (1) insulated coveralls, one (1) winter jacket, and winter gloves/hats. Employees wishing to have a mix of uniforms and coveralls must return an equal number of uniforms/coveralls to be exchanged. These items will be cleaned and repaired or replaced as necessary at no cost to the employee. The issuing of insulated coveralls and winter jacket may be withheld at the discretion of the shop Service Manager until the completion of the probationary period. In such case, the employee would not be assigned to the service truck or to any outside work when such clothing would be required.

19.05 In consultation with the Union, the Employer will designate two (2) employees per shift as well as the employee(s) on the Mobile Service Truck Classification for which the Employer will pay for their certification and re-certification of the required license with air endorsement.

## **ARTICLE 20 – GENDER CLAUSE**

20.01 Where a term of specific gender is used in this Agreement it will be considered to include all genders equally, wherever applicable.

## **ARTICLE 21 - TERM OF AGREEMENT**

### **21.01 Duration**

This agreement shall be effective from October 1, 2018 to September 30, 2021 and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period of one hundred and twenty (120) to sixty (60) days prior to the renewal date.

21.02 Where notice is not given under section 21.01 of this Article, both parties shall be deemed to have given notice under this section sixty (60) days prior to the expiry of this Agreement, and thereupon Article 21.03 of this Agreement applies.

### **21.03 Bargaining**

Where a party to this Agreement has given notice under section 21.01 of this Article, the parties shall within ten (10) days after the notice was given to commence Collective bargaining unless otherwise agreed.

### **21.04 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual Agreement of the principals at any time during the life of this Agreement.

## 21.05 Agreement to Continue in Force

During any period of negotiations for the renewal of a Collective Agreement, the terms and conditions shall remain in full force and effect. Either party may terminate the effect of this clause by giving the other party notice in writing providing such termination notice does not take effect before thirty (30) days after the termination date of the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 31 day of October, 2018 at the City of Calgary, in the Province of Alberta.

**RYDER TRUCK RENTAL CANADA,  
LTD.**

**Logistics, Manufacturing, and Allied  
Trades Union, CLAC Local 56**

[Redacted Signature]

General Manager, FMS Canada

Representative

[Redacted Signature]

Group Dir. Labour Relations

Representative

[Redacted Signature]

Human Resources Mgr.

Committee

**Appendix A - Hourly Wages and Classifications**

**Appendix “A” Wages**

October 4, 2018	October 3, 2019	October 1, 2020
As published below	2.0%	2.0%

**Appendix A - Hourly Wages and Classifications**

<b>Classifications</b>	<b>October 4, 2018</b>	<b>October 3, 2019</b>	<b>October 1, 2020</b>
JM Technician	\$39.74	\$40.53	\$41.34
Trailer Technician	\$30.19	\$30.79	\$31.40
Apprentice	Article 18	Article 18	Article 18
PRP	\$23.04	\$23.50	\$23.97
Lube Technician	\$22.00	\$22.44	\$22.89

Any employee with a current hourly rate which exceeds their classification rate published above will be red circled at their current rate until the published rate exceeds the employee’s current rate. Red circled employees shall receive a one-time lump sum payment paid annually on the first pay day following the effective date of the increase. Lump sum payments shall be calculated as follows: Current year’s percentage increase x 2080 hours x the employee’s current hourly rate. For example: 2% x 2080 hours x \$25.

For purposes of clarification, an employee could receive a combination of a partial increase and a partial lump sum bonus if the annual increase noted above would result in the employee’s new rate being higher than the published rate for his/her classification.

**Service Employee Requirements:**

Service Employees must obtain the Tire & Wheel, and PM Qualifications. The Employer will provide the necessary training to obtain the qualifications.

<b><u>Premiums: (per hour):</u></b>			
HET w/CVIP	\$1.50	App. w/CVIP	\$0.75
Sat/Sun	\$2.00	TIC	\$2.00
2 <sup>nd</sup> Shift	\$1.50	Mobile Tech*	\$1.00
CATT	\$1.50		

\*Mobile Tech currently making \$2.00 premium will be grandfathered any new hires after ratification will be paid as per the above table.

**Retention/Recruiting Program**

Employer may at their discretion, implement retention/recruiting incentives as the market dictates. These programs may be implemented or removed on a non –precedential basis.

**RYDER TRUCK RENTAL CANADA LTD.**

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