

COLLECTIVE AGREEMENT

BETWEEN:

CLARKE TRANSPORT INC.
(hereinafter referred to as the "Company")

AND:

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

EDMONTON, ALBERTA AGREEMENT

January 1, 2015 – December 31, 2019

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ARTICLE NO. 1 - SCOPE

Section 1.1

- (a) This Agreement shall apply to all employees as enumerated.
- (b) In all areas where the language in this agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

Section 1.2

All employees working for the Company as outlined in Section 2.1(a), and as enumerated in the following Appendices hereunto annexed and forming part of this Agreement.

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

Appendix "B" covers the Health and Welfare Plan

Appendix "C" covers the Pension Plan

ARTICLE NO. 2 - UNION SECURITY

Section 2.1

- (a) The Company agrees to recognize the Union as the sole collective bargaining agent for employees of the Company for whom it has bargaining right, and for whom it has been granted voluntary recognition in the work categories falling within the jurisdiction of this Agreement.
- (b) The Union and the Company agree that all persons hired to perform swamping work shall be employed outside the scope of the Collective Agreement, and that no Section or sub-Section of this Collective Agreement shall be interpreted to restrict the Company's ability to hire or use swampers. Swampers are persons who are utilized to store and handle merchandise and other goods and materials at various customer locations other than the Company terminal. The goods so affected must be destined for the particular customer.
- (c) 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.
- (d) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the trucking and pool car industry.
- (e) The Union undertakes that no terms which are more advantageous than those contained herein will be extended to or agreed with any competitor of the Company, without first notifying the Company or its bargaining agent of such terms.

Section 2.2

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 and the Company.

Section 2.3

- (a) Each new employee when hired by the Company will be informed by the Company that he is to sign an authorization card, authorizing the Company to deduct from his earnings Union Initiation Fees, Union Dues and/or other accessorial charges as levied against him by the Union, and so indicated on the monthly check-off lists as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the fifteenth (15th) day of the month following the month in which the deductions were made. Dues will be payable one month in advance.
- (b) Authorization Cards shall be furnished by the Union, and shall be in accordance with, and as prescribed by, the applicable Labour Relations Act.
- (c) The Company shall furnish to the Union a list of new employees and owner-operators taken into employment by the Company, stating the initial date and location, within fourteen (14) days of their being hired and all such employees will be added to the current check-off list.

Section 2.4

- (a) Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials, shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company.
- (b) The Company shall not sell or lease equipment which has the effect of evading the terms of this Agreement.

Section 2.5 - Probationary Period

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

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

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

- i. he has completed his probationary period,
- ii. he has made himself available for full-time employment or as he may be needed,
- iii. he has no other outside employment which will in any manner interfere or reflect upon his employment with the Company,
- iv. he has fully qualified in regards to the Company-approved physical examination or other normal Company requirements.

Section 2.6 - Part-time Employees

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

- (b) Upon completion of one hundred and twenty-eight (128) hours work within any thirty (30) calendar days, an employee shall become a regular employee and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that thirty (30) calendar day period.
- (c) A part-time employee shall:
 - i. be carried on a part-time Seniority List, and shall be called in to work according to their position on such list.
 - ii. be given first opportunity to qualify as regular employees as openings become available and will then be placed at the bottom of the regular employee Seniority List providing they meet all Company qualifications and requirements.
 - iii. be allowed to drive mobile equipment provided they are licenced to do so.
 - iv. not be called in to work outside an established shift, if regular employees are available and willing to accept that work.
- (d) The one hundred and twenty-eight (128) hours shall not be applicable to part-time hours which are worked as replacement hours for a regular employee who is absent (and replaced according to Article No. 4.8) due to Leave of Absence, Workers Compensation, or weekly indemnity, however, such part-time employee shall receive the new-hire full-time rate of pay for all such hours. Once the regular employee returns to work, the part-time employee will revert back to part-time status.

Section 2.7

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

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

He shall be a member of the Union.

Seniority in the unit shall prevail for layoff purposes.

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

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

Section 2.8

Supervisors and other employees of the Company, outside the scope of this Agreement, shall not perform the regular duties of employees within the bargaining unit except for training purposes.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

Section 3.1

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

ARTICLE NO. 4

Section 4.1 - General

- (a) The Company will provide lockable bulletin boards at its terminals on which the Union may post necessary notices to the members. Keys for the said bulletin boards shall be provided to the Local Union as well as the senior Steward. All Union notices are to be dated and signed by an official of the Union.
- (b) An employee will receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if the incidents are unrelated, or if such written reprimands or warning letters are more than twelve (12) months old.
- (c) The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the grievance procedure except as otherwise provided herein.
- (d) The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period, and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.

The Union shall supply the Company Labour Relations Department a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.

Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

The Company will notify the Union prior to the dismissal of any Shop Steward.

- (e) Authorized agents of the Union will request and have access to the Company establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement, and shall in no way interrupt the Company's working schedule.

- (f) This Agreement shall be binding upon the Parties hereto or their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall, without recourse to the vending company, continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (g) Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed terminals, plug-in outlets where necessary, and car parking space, will be made available to regular employees.
- (h) The Union and the Company agree to form a joint Union/Management Committee. This Committee shall be composed of an equal number from each side. Meetings of this Committee shall occur as required.

Section 4.2 - Health and Welfare Protection

When an employee goes off work ill, or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay both his Health & Welfare fees and Union dues, so that the employee shall be protected to the utmost, provided:

- i. The employee reimburses the Company for such contributions normally paid by said employee, and is at no time more than three (3) months in arrears; and,
- ii. The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

In the event of an employee grievance being rejected, all monies paid by the Company under this Section, including the total premium, shall be paid to the Company by the employee.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions, and such deductions shall be in an amount of twenty-five dollars (\$25.00) per week, until the deficit is paid in full.

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 paid out, the Union shall then reimburse the Company for said amount.

Section 4.3 - Bereavement Leave

Regular employees shall have Bereavement Leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request Bereavement Leave on any of his normal working days that occur during the three (3) days immediately following the day of the death.

In the event the funeral is held on an employee's regular work day other than the three (3) days immediately following the day of the death, the employee will be granted upon request leave on that day to attend the funeral.

The employee will be compensated at his regular straight time hourly rate for hours lost from his regular schedule for the Bereavement Leave in the three (3) days immediately following the day of death.

Provided the employee attends the funeral and that day is one other than one of the three (3) days immediately following the day of death, the employee shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day of the funeral. Employees who must travel out of town, beyond six hundred (600) miles round trip, shall be entitled to one (1) day's pay and time off for such travel.

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

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

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

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

Section 4.4 - Jury Duty

Any regular full-time employee who is required to perform Jury Duty, or is required to appear as a crown witness, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or witness fee, and his regular straight time rate of pay for his regular scheduled hours of work.

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

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

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

Section 4.5 - Physical Examinations

- (a) If the Company requires that job applicants have a physical examination prior to hiring, such examination shall be made by the doctor chosen by the Company and the cost of such examination shall be borne by the Company.
- (b) Any Company-requested physical or medical examinations after the date of employment shall be properly complied with by all employees, providing however that the Company shall pay for such physical or medical examination and for any time lost as a result thereof during his normal working hours.
- (c) Any employee who fails to pass a Company physical examination may at his option have his case reviewed in the following manner:
 - i. He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.

- ii. A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
 - iii. In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will at the written request of the employee agree upon and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claims, for the purpose of making a further medical examination of the employee.
- (d) The decision of the medical specialist shall be final and binding on the Parties involved and the employee shall not suffer loss of wages if the decision of the medical specialist is in favour of the employee and the employee is fit to return to his former classification.
- Hourly paid employees shall be compensated at the rate of eight (8) hours per day, with a maximum of forty (40) hours per week.
- (e) The expense of employing a disinterested medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.
 - (f) Any doctor's note for any illness, requested by the Company, shall be paid for by the Company.
 - (g) Any employee filing a WCB claim must make himself available for modified work in whatever that modified work shall entail.
 - (h) Depending on the severity and circumstances of the accident, the Company reserves the right to send the employee for post-accident drug and alcohol testing.

Section 4.6 - Seniority

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

Should the Company purchase and /or amalgamate their operations with another pool and/or trucking company whose employees are not covered by a collective agreement with any Local of the International Brotherhood of Teamsters , then those employees shall be placed on the Seniority List, behind all Teamster members (employees of the Company) (end tail).

Section 4.7

- (a) The Company shall, twice each calendar year (March 1 and September 1), open up all shifts for bid. Such bid shall be by seniority order, and shall be for the duration of the bid period. Such bids may be re-bid between the above dates if the Company suffers a change of operations or due to a rail-car schedule change.
- (b) Where there is a temporary absence of an employee, for reasons other than vacation, on a regular shift, and the Company is advised in writing by the employee or his doctor that the absence will be in excess of fifteen (15) consecutive working days, or whereby fifteen (15) consecutive working days of absence have occurred, the Company will then post this shift for bid as a temporary absence. There shall be only one movement allowed to fill such temporary vacancy.

When the absent employee returns to work, the employees who changed position due to the bidding process created by the temporary absence, will return to the position held prior to the bidding process.

- (c) All vacancies will be posted for seven (7) days for bids. Seniority shall prevail for shift preferential, new jobs or vacancies provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shifts by a layoff or shift discontinuance, the senior employees may exercise their seniority over junior employees and be placed on a shift of their choice. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

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

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

Section 4.8

Seniority shall be branch wide for all employees.

ARTICLE NO. 5

Section 5.1

Within each terminal the Company will post and maintain Seniority Listings on a quarterly basis each year. Copies of current lists will be provided to the Local Union and the Company Labour Relations Department.

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

- (a) When work available will not support a full-time crew on regular shifts, the junior regular employees not laid off may be placed on a "Call as Required" basis and not subject to the regular shift provision as outlined in Section 8.8 of this Agreement. The number of employees that may be subject to this "Call as Required" provision shall not exceed fifteen percent (15%) of the employees in the terminal.
- (b) Any employee who has been on lack of work layoff for twelve (12) months or more shall be removed from the Seniority Lists and will be terminated from the Company's employ. The Company shall be under no further obligation to such employee, except in the case where the layoff is a direct result of a labour dispute involving another company, or when the employee has accrued five (5) years or more seniority in which case seniority will be carried for an additional twelve (12) months and termination of employment will be effective at the expiration of eighteen (18) months for those employees.
- (c) Employees recalled to work following a layoff shall be informed by Single Registered Mail and will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed in writing of any changes of address or telephone number.

- (d) Regular employees not on "Call as Required" shall, if they receive less than five (5) shifts in a week due to lack of work, be offered work on additional established shifts, if available, on their sixth (6th) or seventh (7th) day of straight time.

Section 5.2 - Termination of Employment

Seniority, once established, for an employee shall be forfeited and his employment terminated under the following conditions;

- i. if he voluntarily quits
- ii. if he is discharged for proper cause
- iii. if he fails to report for duty after a layoff in accordance with Section 5.1 (b).

Section 5.3 - Overtime and Part-Time Work

- (a) Shift overtime shall be allocated wherever possible on the basis of seniority in a voluntary manner provided the man is capable of doing the job.

However, upon reaching the bottom of the list with respect to seniority, the junior employees shall be required to work the overtime.

No employee shall be required to work overtime in excess of eight (8) hours per week.

- (b) Part-Time employees will not be used for the purpose of depriving regular employees of their regular hours of work on their regular shifts.
- (c) If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part-time employee worked on his shift on that day he is laid off. This principal may be advanced on a daily basis.
- (d) Every effort shall be made to give an employee two (2) hours notice when overtime is required.

Section 5.4 – Banked Overtime

All full-time hourly employees will be allowed to bank their overtime for the purpose of taking additional time off during the current year. The following conditions will apply:

- (a) Where an employee wishes to bank their overtime, they must advise the Company in writing by January 31st of each year.
- (b) Employees will be allowed to accumulate hours to a maximum of forty (40) hours straight time in each calendar year.
- (c) Overtime hours worked once the maximum of forty (40) hours is reached will be paid out on the pay period it was worked.
- (d) Banked overtime shall be credited in terms of hours, and when taken as time off, shall be paid as the same hourly rate as accumulated.

Example of banked overtime accumulation:

Overtime Worked	Hours Accumulated
1 hour at 1.5x	1.5 hours banked
1 hour at 2x	2 hours banked

- (e) Terminated or laid off employees will be paid all accumulated hours in their overtime bank on their final pay.

- (f) Any accumulated banked overtime not taken by December 15th will be paid out to the employee on the final pay of the fiscal year.
- (g) Banked overtime can be utilized in no less than single day increments.
- (h) All requests for banked overtime must be submitted in writing with a minimum of twenty-one (21) days' notice.
- (i) Time off requests will be approved provided the vacation percentage contained in Article 9.2 is not exceeded and operational requirements can be met.

ARTICLE NO. 6 - LEAVE OF ABSENCE

Section 6.1

- (a) When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a Leave of Absence in writing with a copy to the Union, for a period of thirty(30) calendar days. Under such Leave, the employee shall retain and accrue seniority only.
- (b) Such Leave may be extended for an additional period of thirty (30) calendar days when approved by both the Company and the Union (in writing) and seniority will accrue during such extension.
- (c) Any employee hereunder on Leave of Absence, weekly indemnity, or Workers Compensation, engaged in gainful employment, without prior written permission from both the Company and the Union, shall forfeit his seniority and his name shall be stricken from the Seniority List and he will no longer be considered as an employee of the Company.
- (d) An employee requesting a Leave of Absence for compassionate reasons will be given special consideration, and may be required to substantiate the reason for such Leave before returning to work. Any violation of this provision will be subject to disciplinary action.
- (e) The Company shall allow time off without pay to any employee who is serving on a Union Committee, or as a delegate, providing all requests for time off are reasonable, and do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.

Section 6.2

- (a) When an employee within the bargaining unit covered by this Agreement receives a Leave of Absence, in writing with a copy to the Union, to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit.

Employees who have been granted such Leave of Absence must remain a member of the Union and be covered by the Health and Welfare Plan provided in this Agreement for the duration of such Leave.

When an employee receives such Leave of Absence, a notice will be posted on the Terminal Bulletin Board advising the effective dates of such Leave.

- (b) At the end of this period of ninety (90) calendar days, the employee must exercise his seniority rights by returning to his former unit, or relinquish all such seniority rights. Should the employee return, or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

ARTICLE NO. 7 - SAFETY CONDITIONS

Section 7.1 - Maintenance of Equipment

- (a) The Company and employees have a duty and obligation to meet or exceed all safety standards and regulations. This will be achieved through the co-operation of employees at all times.

No employee shall be discriminated against for reporting any observed safety hazard or for exercising their right to refuse unsafe work procedures or the operation of unsafe equipment. It shall be the responsibility of each employee to report any observed or potential safety hazards promptly to their Supervisor in the manner prescribed by the Company.

It is to the advantage of the Company and employees, and it shall be a requirement to participate in orientations, training and ongoing initiatives, and to fully co-operate with supervisory checks and third party audits that are carried out to determine compliance to safety standards. It is mutually agreed the Company and employees will focus on education and the elimination of potential hazards associated with all activities and that safety and the environment will remain a priority above all else.

Employees are required to keep their work area and equipment clean and orderly at all times, including ensuring items are properly stowed and secured.

- (b) It shall be the duty of the employee to report in writing on the appropriate forms to the Company promptly but no later than the end of their shift, all safety and/or mechanical defects on the equipment which they have operated during that shift.

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

- (c) It shall be the obligation of the Company to so inform the employee as to which Supervisor to whom such reports on such equipment will be made in the branch, division or area of operation.
- (d) It shall be the obligation of the Company to direct and repair as necessary to conform with the safe and efficient operation of that equipment.

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

- (e) All terminal docks shall be equipped with safe, properly anchored loading plates.
- (f) Safety meetings will be held on a monthly basis, on Company time, and minutes of these meetings will be posted. Safety Committee members and/or alternates, who are to attend these meetings, and shall be elected once per calendar year from within the bargaining unit, shall be paid at the straight time hourly rate of pay.

Section 7.2

- (a) Wherever possible, the Company agrees to maintain at its terminal, clean, sanitary washrooms having hot and cold running water, with toilet facilities available to terminal employees.
- (b) The Company shall provide clean and adequate lunch rooms, properly ventilated for its employees, at its terminals where such lunch rooms would be used by employees. It shall be the responsibility of the employees using these facilities to leave them in a neat and orderly condition.
- (c) All new terminals constructed after the effective date of this Agreement will have all inside work areas heated.

Section 7.3

The Company shall provide first aid provisions in accordance with the Workers' Compensation Act.

ARTICLE NO. 8 - PAY AND WORK CONDITIONS

Section 8.1

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

Section 8.2

- (a) All regular employees covered by this Agreement shall be paid not less frequently than on every Thursday, at the end of the shift which starts on that day, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment.
- (b) The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employees. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, the total wages applicable, the total year to date accrued vacation pay and all deductions made from the gross amount of wages.

Copies of hourly paid employees' time cards will be retained at the employees' place of employment and will be made available for scrutiny in the event of a disagreement in regards to his pay. Explanation of any alterations made to said time cards will be attached to the altered time card.

All paycheque statements will be handed out in sealed envelopes.

- (c) Prior to an employee leaving on annual vacation, he shall receive vacation pay on a separate cheque in accordance with Section 9.2 of this Agreement for that period of time that he will be on vacation, provided that he takes his vacation at the time stipulated as per Section 9.3.

However, if his vacation time is not posted or if he changes his vacation to a time other than that which is posted, it will be required that the employee provide at least two (2) weeks notice prior to leaving on vacation if he is to receive vacation pay in advance. Failing this, he will receive his vacation pay on the first regular pay day following his return to work.

- (d) The Company shall provide each employee with a computation of vacation pay accrued not less than once annually.

Section 8.3

If an error occurs in the payroll computation of an employee's pay cheque, and the amount is equal to one (1) day's pay or more, he shall be entitled on request to receive same as soon as practicable but not later than the week following the pay day on which the error was reported. If an employee improperly completes his time card or pay claim, or does not turn them in immediately, any pay so affected will be included with the next regular pay period.

Section 8.4

No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions, during the term of this Agreement.

Section 8.5

Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular day.

Section 8.6

- (a) When a Regular terminal employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay from his regular scheduled starting time.
- (b) Employees, in accordance with the provision of Section 5.1 (a), sent out to do swamping are guaranteed four (4), six (6), or eight (8) hours on the basis of more than four (4) equals six (6) and more than six (6) equals eight (8). It is the responsibility of the employee to notify his office once swamping is completed.

Section 8.7

When an employee from a higher rated classification is required to work temporarily or until re-classified at a lower rate classification, he shall continue to be paid at the rate paid for the higher rated classification. When an employee from a lower rated classification is required to work for two (2) hours or more per day in a higher rated classification, he shall be paid for the entire day at the higher rated classification.

Section 8.8

- (a) There shall be no "split shifts" and the hourly paid regular employee's work week must be designated to him on the last day of the preceding work week. An employee shall have the same starting time for each day of the week, however, the employee's shift may be changed during the week only in accordance with the provisions of Section 5.1 (a) and Section 8.8 (b).
- (b) In the event of rail delay, the Company will advise the employee, starting two (2) hours before his starting time of the following shift.
- (c) In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following week shall be the same as the current week.

Section 8.9 - Meal Periods

- (a) Hourly rated employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes. No employee shall be required to take more than a thirty (30) minute meal period.
- (b) No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3 ½) hours, or after he has been on duty five (5) hours.

Section 8.10 - Breaks

An hourly rated employee shall be entitled to one (1) paid break, not in excess of fifteen (15) minutes, during both the first half and second half of any shift.

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

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

Section 8.11

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

Section 8.12 - Teamsters' Union Label

It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating, the said label to be of a size not in excess of three inches by four inches (3"x4"). Said label is not to be attached to any glass area.

Section 8.13 - Uniforms and Protective Clothing

- (a) The Company agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniforms shall be furnished and maintained free of charge by the Company.
However the employee must furnish at his own expense, suitable clothing, shoes, gloves and winter weather protective clothing in order to perform his job efficiently and safely.
- (b) Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun glass, lamp black, barbed wire, acids, dirty oil drums, or ore concentrates in bulk, shall be provided with gloves, rubber or leather aprons, and either coveralls or smocks as deemed appropriate and safe, for handling of the specific commodity. As well, hearing protection will be made available to all employees.
- (c) Any employee who is exposed to a hazard by reasons of handling toxic or noxious chemicals shall be provided with adequate protective clothing and safety equipment as required by Workers' Compensation Board Regulations, and shall wear such as necessary while handling these commodities.

- (d) Once each calendar year, regular employees shall receive a Safety Clothing Allowance one hundred and fifty dollars (\$150.00). Such allowance is to be used for the purchase of CSA-approved safety boots, and any excess may be used to purchase gloves, coveralls, or any other personal work gear that may be required, provided sales receipts are supplied to the Company.

The employee will be allowed to carry over the one hundred and fifty dollars (\$150.00) credit for a maximum of two (2) years,

The wearing of safety footwear is mandatory for all dock employees.

- (e) The Company will supply coveralls and/or insulated coveralls for employees required to shunt, and/or work outside of the building, but within the yard.

ARTICLE NO. 9 - VACATIONS

Section 9.1

- (a) Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1st to December 31st of the following year.
 - i. Employees in the employ of the Company prior to May 1996 will have as their anniversary date for vacation purposes, January 1 in the year in which employment commenced.
 - ii. Employees commencing employment with the Company between the dates of May 1 and October 31 in 1996 and between the dates of May 1 and October 31 each year thereafter, will have January 1 in the year in which employment commenced as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
 - iii. Employees commencing employment with the Company between the dates of November 1, 1995 and April 30, 1996 and between the dates of November 1 and April 30 each year thereafter will have January 1 following commencement of employment as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
 - iv. In the first year of employment, employees will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four percent (4%) of the wages paid that employee in the portion of the year worked.
- (b) Employees who have completed one (1) calendar year of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, two (2) weeks vacation with pay in an amount equal to four percent (4%) of the gross wages paid that employee during the calendar year in which he qualifies for such vacation.
- (c) Employees who have completed three (3) calendar years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks vacation with pay in an amount equal to six percent (6%) of the gross wages paid that employee during the calendar year in which he qualifies for such vacation.
- (d) Employees who have completed nine (9) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, four (4) weeks vacation with pay in an amount equal to eight percent (8%) of the gross wages paid that employee during the calendar year in which he qualifies for such vacation.

- (e) Employees who have completed fifteen (15) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks vacation with pay in an amount equal to ten percent (10%) of the gross wages paid that employee during the calendar year in which he qualifies for such vacation.
- (f) Effective January 1, 2016, Employees who have completed twenty-five (25) calendar years of continuous service shall receive in the next succeeding year of employment, and each year thereafter, six (6) weeks' vacation with pay in an amount equal to twelve percent (12%) of the gross wages paid that employee during the calendar year in which he qualifies for such vacation.

Section 9.2

- (a) The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees in accordance with Section 9.2 (b) below.
- (b) Vacation Lists shall be posted on January 2nd of each year, and employees shall designate their choice of vacation time before April 28th. 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 1st and it shall remain posted for the balance of the year.
- (c) The Company will use the following formula for the determination of the number of employees allowed on vacation at any one time, at each Company terminal location.

Twenty percent (20%) to the nearest employee, up or down, with a minimum of one (1) employee in each classification.
- (d) The number of employees for application of the allocation of the vacation formula will be the number of active employees as of March 1st of each year.
- (e) Employees shall be allowed to book one (1) week of their vacation in increments of one (1) day. Such vacation may only be booked after all other employees who desire full vacation weeks. This vacation may only be taken when mutually agreed to between the Company and the employee.

Section 9.3

An employee laid off, or leaving the Company, before completion of a full year of service shall be entitled to a pro-rated vacation with pay, computed on the same percentage of wages paid that employee during the portion of the year worked.

Section 9.4

An employee who accepts gainful employment while on vacation, without the express permission of the Company, may be terminated.

ARTICLE NO. 10 - GENERAL HOLIDAYS

Section 10.1

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

New Years Day	Alberta Family Day	Good Friday
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

In order to receive payment for the above-noted General Holidays, an employee must be present at work for his scheduled shift on the day prior to the General Holiday.

In addition to the foregoing, employees shall be entitled to one (1) Provincial-wide or Territorial Holiday declared by Civic Governments and recognized at the date thereof.

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

In the event the Alberta Government rescinds Alberta Family Day as a Statutory Holiday, the above section will be amended to reduce the number of paid General Holidays by one (1) and reference to Alberta Family Day will be deleted.

Section 10.2

Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate, and shift premium (differential) and Lead Hand rate, for the General Holidays as listed.

If during the nine (9) weeks directly preceding the General Holiday, a part-time employee has worked at least five (5) of the specific days of such week that the General Holiday falls on, such part-time employee shall receive four (4) hours pay at the hourly work time rate of pay for their classification for the General Holiday.

Section 10.3

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

- (a) An employee shall not be entitled to receive pay for any General or Civic Holiday where such holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever. The employee will be entitled to such Holiday pay if absence is due to sickness or Compensation up to a maximum of twenty-six (26) weeks in any calendar year.
- (b) Employees who have been laid off work, and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday, UNLESS they terminate employment within thirty (30) days of their return to duty.

Section 10.4

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

Section 10.5

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

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

- (b) In the event a General Holiday falls during an employee's vacation, the employee will be allowed upon request, and consistent with the efficient operation of the business, a day off without pay in lieu of such Holiday, either immediately preceding or immediately following his vacation period.
- (c) General Holidays may be moved to any day other than the recognized General Holiday, provided the majority of employees and the Company agree to such change.

ARTICLE NO. 11. - OTHER UNION CONTROVERSY

Section 11.1

- (a) The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slow-down programme while the controversy is being settled.

- (b) It shall not be a violation of this Agreement, or cause for discharge of any employee in the performance of his duties to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.

- (c) During the life of this Agreement, there shall be no lock-out by the Company, or any strike, sit-down, slow-down, or work stoppage or suspension of work either complete or partial for any reason by the Union.
- (d) If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a Company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet, with the objective of arriving at a mutually satisfactory solution.

ARTICLE NO. 12 - VALIDITY OF ARTICLES

Section 12.1

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

ARTICLE NO. 13 - GRIEVANCE PROCEDURE

Section 13.1

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 the Company Supervisor. Any grieving employee will be entitled to have such grievance processed during the employee's regular working hours. However, such employee will be entitled to be accompanied by a Shop Steward or Union Representative.

Time Limit to institute a Grievance:

Termination or layoff -	ten (10) days
All others -	twenty (20) days

Step 2 - Failing settlement under Step 1, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce his grievance to writing and it will be referred to and taken up between the Secretary-Treasurer or other Bargaining Representative of the Union and the Company's representative authorized by an officer of the Company. Such written notice and meeting must take place within ten (10) calendar days from the completion of Step 1.

Step 3 - Failing settlement under Step 2, the grievance shall be taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board", consisting of two (2) Union representatives selected by the Union, and two (2) Company Representatives appointed in writing by an officer of the Company.

All members of the Board shall have been duly appointed and so authorized, that any settlement arrived at by this Board on a specific grievance shall be final and binding.

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

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

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

Grievance Panel - Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.

The Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.

The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.

The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.

If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 (copy attached) pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.

Should the parties agree to proceed to Schedule 2, they may proceed as outlined in the Rules and Procedures of Schedule 2.

The Grievance Panel shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications as set out in Schedule 1 and Schedule 2, hereto attached.

Step 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.

The Arbitrator's decision shall be final and binding on the two (2) Parties to the dispute.

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

ARTICLE NO. 14 - TERMINATION

Section 14.1

This Agreement shall be in full force and effect from the 1st day of January 2015 until the 31st day of December 2019, and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either Party may, not less than ninety (90) days immediately preceding the 31st day of December 2019, or immediately preceding any succeeding 31st day of December thereafter, by written notice to the other Party:

- (a) require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- (b) terminate the Agreement on the next succeeding anniversary date thereof, and require the other Party to commence collective bargaining with the view aforesaid.
- (c) terminate the Agreement on the next succeeding anniversary date thereof.

Should either Party give written notice to the other Party pursuant to Section 14.1(a), hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, or the Company shall give notice of Lock-out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED THIS 3 DAY OF MAY, 2015

FOR THE COMPANY:

Clarke Transport Inc.



Bill Rathburn, VP Western Region



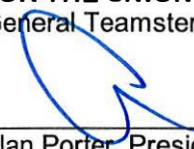
Kim Glenn, Director, Human Resources



David Hogan, Terminal Manager

FOR THE UNION:

General Teamsters, Local Union No. 362



Alan Porter, President



Ryan Adams, Business Agent

APPENDIX "A"

COVERS HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL EMPLOYEES.

Section 1 - HOURS OF WORK

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

The maximum hours of work for all employees shall be at each terminal covered by this Agreement as described below.

Eight (8) hours per day and forty (40) hours per week, excluding meal periods as specified in Section 8.9.

All employees shall have two (2) days off.

- (b) Overtime on a call-out or call-back basis will be allocated by seniority provided the senior man is available and qualified to perform the work.

Regular terminal employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of four (4) hours work, but after completion of the duty he is called for, he may book off with a minimum of two (2) hours pay at overtime rates.

- (c) Overtime rates for shift work:

All time worked before or after the regularly established shift for that employee and which is in excess of eight (8) hours per day, shall be considered overtime and paid at the established overtime rate of time and one-half (1 ½) for the first two (2) hours and double (2) the straight time rate thereafter.

- (d) Overtime rate for work on designated day of rest or General Holiday:

All hours worked on a call-out or call-back basis on an employee's designated day of rest, or on a General Holiday, will be deemed overtime and the employee performing such work on such day shall be paid at double (2) his regular rate of pay.

- (e) When an employee is called out to work and his call-out time runs into his regular shift time, such employee shall be allowed reasonable time off with pay to eat, upon completing the work he was called to perform, or at the regular starting time of his regular shift, whichever is later. Such time is not to exceed one-half (1/2) hour.

Section 2 - RATES OF PAY

- (a)

Classification	July 1/14	Date of Ratification + \$0.25	Jan 1/17 + \$0.40	Jan 1/18 + \$0.50	Jan 1/19 + \$0.35
F/T Dockmen (hired prior to April 1, 2010)	\$22.05	\$22.30	\$22.70	\$23.20	\$23.55
P/T Dockmen (hired prior to April 1, 2010)	\$18.30	\$18.55	\$18.95	\$19.45	\$19.80

(b) Night time differential for employees

For all shifts commencing between the hours of 1359 and 0459, a night time differential over and above the job classification will be paid to those employees who work such shifts at:

Seventy-five cents (75¢) per hour.

Such premium pay for shifts and/or night time differential, is not applicable to part-time hourly employees.

(c) Rate of Pay for Leadman (Chargehand) shall be seventy-five cents (75¢) per hour over and above the classification of employees for which he is Leadman.

(d) Regular full-time employees hired after April 1, 2010 will be paid as follows:

For the first full year of employment, each employee will be paid three dollars (\$3.00) per hour less than the appropriate regular hourly rate as stipulated in this Agreement.

For the second full year of employment, each employee will be paid two dollars (\$2.00) per hour less than the appropriate regular hourly rate as stipulated in this Agreement.

For the third full year of employment, each employee will be paid one dollar (\$1.00) per hour less than the appropriate regular hourly rate as stipulated in this Agreement.

Upon completion of the third full year of employment, the employee will receive the appropriate hourly rate as stipulated in this Agreement.

Section 3 - Preferential Hiring

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

Section 4 - Part-Time Employees Guarantee

(a) When a part-time employee is called and reports for duty, he shall be guaranteed a minimum of four (4) hours of work and/or pay.

(b) Part-time employees shall be entitled to two (2) days off in each week. Overtime provisions to be applicable on any hours worked on the days in excess of five (5) in a week, for hours in excess of eight (8) hours in a day, and for work on a General Holiday.

(c) Work performed on Saturdays and Sundays shall be on a ration not to exceed three (3) part-time employees to one (1) regular employee.

Section 5 - Vacation Relief Employees

All part-time employees who are employed during the vacation season (June 1 - Oct 31) of each year, shall be considered as "vacation relief employees".

During the vacation season, Article 2.6(b) shall not apply to the calculation of hours which result from the absence of regular employees on approved vacation breaks which have been awarded as per Article No. 9, Section 9.2.

All hours which are in excess of actual vacation replacement hours shall be credited to the senior part-time employees for this calculation of hours as envisioned under Article No. 2, Section 2.6(b).

APPENDIX "B"

Section 1

The Employer shall provide the Prairie Teamsters Health and Welfare Plan to all employees or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.

- (a) Any member of the Union who is in the employ of the Company on a regular full-time basis on the effective date of the Health and Welfare Plan, shall join the Plan immediately.
- (b) Any regular employee or member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.
- (c) It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf. Failure by the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) of each month, to the Trustees will cause the Company to be liable for any claims arising thereof.
- (d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- (e) The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
- (f) 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.
- (g) The cost of the Health and Welfare Plan and the Provincial Medical Plan shall be borne one hundred percent (100%) by the Company.
- (h) Part-time employees shall not be covered under the provisions of the Health and Welfare Plan if covered elsewhere, until such time as they are transferred to the regular employees' Seniority List.
- (i) Part-time employees shall not be eligible for the following provisions of the Health and Welfare Plan in any event:
 - 1. Weekly Indemnity
 - 2. Sick Leave
 - 3. Dental Plan
 - 4. Long Term Disability

APPENDIX "C"

- (a) Effective Date of Ratification the Company will contribute three dollars (\$3.00) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan.

Effective January 1, 2016 the Company will contribute three dollars and twenty-five cents (\$3.25) per hour for each hour for which wages are payable for all full-time employees to the Teamsters Prairie Provinces Pension Plan.

All newly hired full-time employees will not be eligible for Pension contributions until the first day of the month following completion of twelve (12) months employment.

- (b) The contributions and remittances referred to in (a) above shall be remitted monthly by the fifteenth (15th) day of the month following the month to which they refer, together with a form supplied to the Company by the Union which shall provide full instructions.
- (c) Timely payment of contributions to the Trust provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
- i. The Union will advise the Company of the delinquency. 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 the funds.
 - ii. In the case of failure of the Company to contribute into the Fund on the due date, the Trustees, in their joint names, may take legal action against the Company for the recovery of the amount due.

LETTER OF UNDERSTANDING #1

BETWEEN: CLARKE TRANSPORT INC.
Calgary and Edmonton, AB

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

RE: OWNER OPERATORS

Effective August 1, 2008, the Company agrees to pay union dues for the Calgary & Edmonton owner operators who within the first four (4) weeks of each month work a minimum of one hundred and twenty-eight (128) hours. Union dues will not be paid on behalf of an owner operator who works less than of one hundred and twenty-eight (128) hours in a month. For the application of the hours for the unit example where it attains two hundred (200) hours but has three (3) operators for that unit - the Company would pay dues for one (1) operator on the unit - not three (3)...presumably the truck owner or the operator having the most hours. The Union would require as they have in the past a signed union card for their internal clerical use.

Further it is understood the owner operators will not be represented by the General Teamsters and will have no rights under the collective agreement or be covered by any article or clauses within the Collective Agreement. We agree that the Union would not represent such operators unless they acquire bargaining rights on their own pursuant to the Canada Labour Code. It is not the Union's intention to organize the owner operators and as such this LOU is written in a manner and understood between the parties so someone wouldn't be able to say they were denied the right to organize.

Clarke Transport Inc. will provide the names of the drivers and the monthly remittance along with a statement of hours worked along with the monthly remittance.

SIGNED THIS 3 DAY OF MAY, 2015


FOR THE COMPANY:
Clarke Transport Inc.



Bill Rathburn, VP Western Region

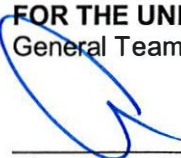


Kim Glenn, Director, Human Resources



David Hogan, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362



Alan Porter, President



Ryan Adams, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: CLARKE TRANSPORT INC.
Calgary and Edmonton, AB

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

RE: TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

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

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

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

This payment will be independent and separate from any other payment made to the Teamsters Union.

SIGNED THIS 3 DAY OF MAY, 2015

FOR THE COMPANY:
Clarke Transport Inc.



Bill Rathburn, VP Western Region

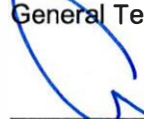


Kim Glenn, Director, Human Resources



David Hogan, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362



Alan Porter, President



Ryan Adams, Business Agent

LETTER OF UNDERSTANDING #3

BETWEEN: **CLARKE TRANSPORT INC**
Edmonton, Alberta

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

RE: **CLARIFICATIONS – GENERAL HOLIDAY**

For part-time employees, the actual day of the General Holiday shall be recognized for the payment of overtime on such Stat day.

SIGNED THIS 3 DAY OF MAY , 2015

FOR THE COMPANY:
Clarke Transport Inc.



Bill Rathburn, VP Western Region

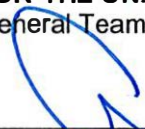


Kim Glenn, Director, Human Resources



David Hogan, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362



Alan Porter, President



Ryan Adams, Business Agent

LETTER OF UNDERSTANDING #4

BETWEEN: **CLARKE TRANSPORT INC**
Edmonton, Alberta

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

RE: **FOUR – TEN WORK WEEK**

The Company and the Union agree that if a four/ten work week becomes necessary, the Parties will meet to work out suitable language.

SIGNED THIS 3 DAY OF MAY, 2015

FOR THE COMPANY:
Clarke Transport Inc.



Bill Rathburn, VP Western Region



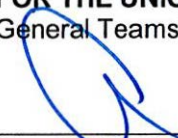
Kim Glenn, Director, Human Resources




David Hogan, Terminal Manager

FOR THE UNION:

General Teamsters, Local Union No. 362



Alan Porter, President



Ryan Adams, Business Agent

LETTER OF UNDERSTANDING #5

BETWEEN: **CLARKE TRANSPORT INC**
Edmonton, Alberta

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

RE: **6th SHIFT AT STRAIGHT TIME**

Employees who have received less than five (5) shifts in a week due to lack of work shall be offered work on their sixth (6th) day at their regular hourly rate of pay prior to call ins for overtime.

Any employee who during the week missed or refused regular hourly paid work, on his regular posted shift, shall not be eligible to the above provision.

SIGNED THIS 3 DAY OF MAY, 2015

FOR THE COMPANY:
Clarke Transport Inc.

FOR THE UNION:
General Teamsters, Local Union No. 362



Bill Rathburn, VP Western Region



Alan Porter, President



Kim Glenn, Director, Human Resources



Ryan Adams, Business Agent



David Hogan, Terminal Manager

LETTER OF UNDERSTANDING #6

BETWEEN: CLARKE TRANSPORT INC
Edmonton, Alberta

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

RE: AGENCY WORKERS

During the months of June, July, August, September and December the Company may employ additional workers to supplement the workforce on established shifts. The use of these Agency Workers shall not reduce the overtime opportunities and shall not be permitted when any employee is laid off. Such additional workers shall be used to provide vacation coverage, coverage for swamping for short term peak requirements.


The workers identified above shall not be considered employees of the Company and are not entitled to any benefit or requirements contained within the Collective Agreement.

SIGNED THIS 3 DAY OF MAY, 2015

FOR THE COMPANY:
Clarke Transport Inc.



Bill Rathburn, VP Western Region



Kim Glenn, Director, Human Resources




David Hogan, Terminal Manager

FOR THE UNION:
General Teamsters, Local Union No. 362



Alan Porter, President



Ryan Adams, Business Agent