



Jack Cooper Canada 1 & 2 Inc.
Employee Non-Union Handbook Supplement
November 3, 2019



JACK COOPER

The content of this handbook is confidential. It contains proprietary information that is the exclusive property of the Company. These materials may not be disclosed to anyone other than the Company Employees or be reproduced or photocopied except in connection with Company business practices.

Table of Contents

1.0 Hiring and New Employment Policies	4
1.1 Employment Equity.....	4
1.2 Recruitment and Selection	4
1.3 Probationary Period.....	4
1.4 Employee Work Schedule.....	5
1.5 Job Duties.....	5
2.0 Salary & Payroll.....	5
2.1 Pay Policy.....	5
2.2 Overtime.....	6
2.3 Payroll Deductions	6
3.0 Employee Benefits.....	7
3.1 Sick Leave.....	7
3.2 Short Term / Long Term Disability.....	7
3.3 Worker’s Compensation.....	8
3.4 Health and Safety	8
3.5 Vacation Entitlement.....	9
3.6 Vacation Pay	10
3.7 Statutory Holidays.....	10
4.0 End of Employment Matters.....	11
4.1 End of Employment - Resignation	11
4.2 Termination for Cause.....	12
4.3 Termination Without Cause	12
5.0 Leaves of Absence	13
5.1 Leaves of Absence Policy	13
5.2 Continuation of Benefits during Leaves of Absence	14
5.3 Bereavement Leave (Paid)	14

5.4 Jury Duty (Unpaid).....	15
5.5 Maternity, Parental and Adoption Leave (Unpaid).....	15
5.6 Compassionate Care Leave (Unpaid).....	16
5.7 Critical Illness Leave (Unpaid)	16
5.8 Death or Disappearance Leave (Unpaid)	16
5.9 Reservist Leave (Unpaid).....	17
5.10 Other Leaves	17

1.0 | Hiring and New Employment Policies

1.1 | Employment Equity

Jack Cooper Transport is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, colour, ethnic origin, language, citizenship, creed, religion, gender, sexual orientation, age, marital status and physical and/or medical handicap. While remaining alert and sensitive to the issue of fair and equitable treatment for all, the Company encourages the participation and advancement of members of four designated groups that have traditionally been disadvantaged in employment: women, visible minorities, aboriginal peoples and persons with disabilities. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their Manager or the Human Resources Department and request such accommodation. The Company reserves the right to ask for medical documentation of the applicant or employee's disability. The Company may conduct an investigation to identify the barriers that make it difficult for the individual to have an equal opportunity to perform his or her job and identify possible accommodations. If the accommodation is reasonable and will not impose undue hardship, the Company may make such accommodation.

1.2 | Recruitment and Selection

In keeping with this policy, all employment-related decisions are based solely upon an individual's qualifications. If you believe that you have been discriminated against on any basis, you should promptly advise Human Resources.

1.3 | Probationary Period

The first ninety (90) days of employment are a probationary period. Either party may terminate employment for any reason without notice and without the payment of any further benefits. During this time both parties may assess suitability for employment with the Employer. This also provides management an opportunity to assess skill levels and address areas of potential concern.

1.4 | Employee Work Schedule

The normal workweek is from Sunday through Saturday. Workdays and hours of work will vary by location, position, and the needs of the business. However, employees will typically work eight (8) hours per day or 40 hours per week. Your supervisor will establish the schedule and only your supervisor may change the hours once they have been established.

Employees should take an unpaid meal break after working 5 consecutive hours. The lunch period may be scheduled to meet business needs, or as otherwise required by applicable law.

1.5 | Job Duties

Your supervisor will explain the responsibilities of your job and the performance standards expected of you. Job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or overtime to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected.

The Company must and does reserve the right at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional responsibilities.

2.0 | Salary & Payroll

2.1 | Pay Policy

The pay period runs from Sunday-Saturday. Non-union hourly employees are paid weekly on Friday's of each week for the previous week's hours worked (including overtime, if applicable). Completed timesheets should be turned in to your manager by the end of every workweek. It is the employee's responsibility to ensure that the timesheet is turned in and all hours worked are documented. If your timesheet is not turned in on-time, your paycheque could be delayed, and could take up to the next pay period to process.

Non-union salaried employees are paid semi-monthly on the day before the 15th and 1 day before the last day of each month. Certain positions are paid monthly for that month's wages. If the normal payday falls on a statutory holiday, employees will be paid on the last working day before the holiday.

The Company may deduct the overpayment of wages from future wages or other amounts owing to the employee. Discrepancies on either a paycheque or reimbursement check should be brought to your Supervisor's or Manager's attention as soon as possible. Employee discrepancies that are not brought forward to your Supervisor/Manager or Payroll within 60 days are considered null.

2.2 | Overtime

Occasional overtime work may be essential in order to meet schedules or deadlines. Advance notice will be given to employees whenever possible; however, employees should be aware of the fact that emergencies arise that do not permit advance notification. Employees are expected to work a reasonable amount of overtime if requested.

Overtime compensation is calculated and paid to certain employees at management's discretion unless otherwise required by law. Overtime pay is based on actual hours worked. Overtime work performed must be approved in advance by the department supervisor.

2.3 | Payroll Deductions

All deductions from an employee's wages shall be in accordance with applicable law and, when required, the employee's written consent. No deduction from an employee's wages for any period shall cause the employee's wages for any such period to be less than the wage required to be paid by the Company pursuant to applicable law. Deductions not taken for any pay period may be carried over to succeeding pay periods and deducted from the wages due in the succeeding pay period to the extent allowed by law.

The Company is required to comply with all laws and court orders regarding garnishments and/or deductions.

Employees must consent in writing to the following deductions:

- Contributions to the Benefit Plan
- Contributions to the Registered Retirement Savings plan

Employees shall be required to complete all applicable forms necessary for deductions as may be required by law.

3.0 | Employee Benefits

3.1 | Sick Leave

Regular Hourly full-time employees will be eligible for ten (10) days of Sick Leave per year. Sick Leave hours accrue during each pay period, and cap at 80 hours. You may only use what you've accrued; you may not go negative in your Sick Leave bank.

Sick Leave is to be used when needed for personal or family illness or medical appointments.

Sick Leave days must be taken in increments of four or eight hours. Leave is not to be used to make up lost time due to tardiness, as vacation, personal day or holiday pay; or as an extension of vacation or last day of employment. In the case of tardiness or absences of less than four hours, employees will be docked.

Sick Leave will not be counted as time worked in computing weekly overtime. You must call in each day you are absent and speak with your supervisor or the Human Resources Department (unless prior arrangements have been made), this includes when electing leaves under the *Canada Labour Code*. An employee may not be allowed to return to work without a doctor's note and must be provided within 15 days of the return to work.

Sick Leave may not be taken after an employee has given notice of resignation without a written doctor's note, or as otherwise required or permitted by law. You will not be paid out any earned and unused sick leave upon separation.

3.2 | Short Term / Long Term Disability

Should a Full-Time, Non-Union employee need to be off work due to a disability, the Company offers a Short Term Disability plan in terms of a salary continuance for 119 days. An approved Dr.'s note is required and will be reviewed by HR, VP and the SVP of Canada. The Benefit is administered, enforced and underwritten through our Return to Health® Program.

Full Time, Non-union employees are eligible for the Long Term Disability benefit only after having completed the Short Term Disability program. The Benefit is administered, enforced and underwritten by the insurance carrier.

3.3 | Worker's Compensation

In general, injuries that occur on the job are covered under the Worker's Compensation law in each province. The Company pays all costs associated with this coverage.

It is imperative that any on the job injury be promptly reported to your supervisor and the Risk Management Department for proper treatment and administration of reports, payroll, and benefits. Failure to do so could result in loss of medical benefits and other rights if the injury is not reported promptly.

Working with the employee and the treating medical doctors, the Company will determine the feasibility of return to work in reduced to full capacity in the event the injury results in lost time from work. The Company may also require that the employee submit to a medical evaluation by a doctor selected by the Company or its insurance carrier.

If an employee has not returned to full-duty status from an authorized leave of absence(s) at the end of two (2) years, employment will be automatically terminated, subject to the *Canadian Human Rights Act*, applicable workers compensation legislation, and/or other applicable laws. An employee will be considered unable to return to work if he or she cannot perform the essential functions of the job in full capacity, with or without reasonable accommodation. The termination of the employment relationship will not impact the employee's ability to continue to receive Long Term Disability benefits as long as the individual continues to qualify in accordance with the insurer's requirements.

3.4 | Health and Safety

Jack Cooper Transport is committed to provide a safe working environment and to prevent occupational illness and injuries for all its employees and the public. Our objective is to implement accident prevention programs to educate all employees in the fundamentals of safe working practices. Management requires and expects all employees to co-operate in preventing occupational illness and injuries in the workplace. The Company has an active Return to Work Program to assist injured employees Return to Work as soon as possible.

The Occupational Health and Safety statement is posted at the beginning of the year in all of our locations for review.

3.5 | Vacation Entitlement

The Company recognizes the value of vacations and employees are required to take their vacation each year. Regular Full Time Employees are eligible for this benefit. Part time, Temporary or Casual Employees are not eligible.

The amount of vacation accrual earned is based upon the length of your most recent period of continuous service with the Company regardless of any prior acquisitions. Vacation is on a current year accrual basis. You earn vacation the same year you take it. Vacation hours begin to accrue during your first pay period. You may only use what you accrue and you may not go negative in your vacation bank. It is not a use it or lose it at the end of the year. Whatever balance you have on 12/31 carries over to 1/1.

Vacation time is as follows:

<u>Length of Service</u>	<u>Annual Vacation Accrued</u>
0 to 4 years	2 weeks (10 working days) = 80 hours
5 to 14 years	3 weeks (15 working days) = 120 hours
15 years or more	4 weeks (20 working days) = 160 hours

Calculation: If an employee has 3 weeks of vacation, he/she will earn 5 hours of vacation per pay period. 3 weeks eligible = 120 hours divided by 24 pay periods = 5 hours earned. Once you've reached the maximum of 160 hours accrued, you will no longer accrue vacation until vacation time is taken, except as required by law. Vacation days must be taken in increments of four or eight hours. You may not use vacation pay for unpaid days. If a holiday occurs that is recognized as such by the Company during your vacation, the holiday will not be counted as a vacation day.

Vacations are scheduled individually within each department or terminal. You must have approval from your supervisor in advance to take vacation. This will ensure that the time off you desire does not conflict with the staffing needs of the department. The business

needs may cause a vacation request to be denied. Your supervisor will attempt to work with you to schedule a vacation time that takes your needs into consideration. A vacation request should be submitted in writing to your Supervisor or Manager when requesting time off. A Status Change Form is required to be sent to Payroll by the Supervisor or Manager and to Human Resources so that the appropriate amount of time is deducted from the vacation bank.

Any earned, accrued, unused vacation will be paid at separation. Vacation may not be taken after an employee has given notice of resignation unless previously scheduled and agreed to by the Company. Vacation should not be taken within the 45-day period immediately preceding anticipated retirement from employment. The last day an employee actually works is considered their last day of employment. Vacation cannot be taken after the actual date of separation/retirement for purposes of extending employment for benefit purposes or their final date of termination.

3.6 | Vacation Pay

As per the Canada Labour Code, all employees are entitled to Vacation Time and Vacation Pay. Vacation Pay is calculated from your earnings and it does not matter if you are salaried or paid hourly. The Company calculates your vacation pay based on a percentage of your wages and in compliance with province specific requirements.

3.7 | Statutory Holidays

All Non-Union employees who have completed 30 days service may be eligible for this benefit. To be eligible to be paid for a Company observed holiday, an employee must be actively employed before and after the holiday. If an employee calls in sick or no-shows to their shift directly before or after a holiday, they will not be paid for that holiday. The Company complies with province specific holidays.

For Non-Union Salaried employees, holiday pay will be paid at the regular hourly rate if the employee does not work. Hourly employees working on a holiday will be paid one and one-half times the regular hourly rate for all hours worked on that day. Salaried employees who work a holiday should take a different day off during the same work-week, if possible.

If a statutory holiday falls on the weekend, the following Monday will be observed as the holiday. At the discretion of your manager, you may be scheduled to work to assure adequate coverage of operations on holidays, if necessary.

As per the Canada Labour Code, holiday pay will not be granted to an employee on leave without pay status unless:

- You are a full time employee on leave without pay but have earned wages on at least 15 of the previous 30 days or
- You are a part time employee who earned wages on a prorated number of days

4.0 | End of Employment Matters

4.1 | End of Employment - Resignation

Employees wishing to terminate their employment relationship are urged to notify their Manager at least two weeks in advance of their intended separation. Proper notice generally allows the Company sufficient time to calculate all accrued overtime (if applicable) as well as other monies to which you may be entitled and to include such monies in your final paycheque. Without proper notice, however, you may have to wait until after the end of the next normal pay period to receive such payments, or as dictated by applicable law.

The last day you actually worked is considered your last day of employment. You may not end your employment while out on vacation, sick, holiday or any other type of time-off, and you will not be paid any such days after your date of separation, except as required by law. Any earned, accrued, unused vacation will be paid at termination. Sick Leave will terminate on the date of the employee's separation or the last day worked, whichever is applicable. The employee will not be paid out any earned and unused sick leave upon separation, except as required by applicable law. Sick Leave may not be taken after an employee has given notice of resignation without a written doctor's excuse. Your Record of Employment (ROE) will be mailed to your home address. Your T4 slip (Record of Earnings for income tax purposes) will be mailed to you early in the year following that in which your employment was terminated. Please ensure Payroll and Human Resources have your most up to date address. The Company is not responsible for incorrect or unreported information and is not limited to this list.

Human Resources will not provide written or verbal references upon termination, however HR will provide confirmation of employment if requested.

Additionally, if an employee has not returned to full-duty status from an authorized leave of absence(s) at the end of two (2) years, employment will be automatically terminated, subject to the *Canadian Human Rights Act*, applicable workers compensation legislation, and/or other applicable laws. An employee will be considered unable to return to work if he or she cannot perform the essential functions of the job in full capacity, with or without reasonable accommodation. Human Resources will forward correspondence to the employee to this effect to ensure there is no other information the Company should be aware of. The termination of the employment relationship will not impact the employee's ability to continue to receive Long Term Disability benefits as long as the individual continues to qualify in accordance with the insurer's requirements.

4.2 | Termination for Cause

The Employment relationship may be terminated by the Employer at any time for cause without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, overtime and vacation pay to the date of termination. Cause includes, but is not limited to, any acts of dishonesty, theft, conflict of interest, breach of confidentiality, harassment, insubordination or careless, negligent or documented poor work performance. The Rules of Conduct section in this handbook contains additional examples of cause.

4.3 | Termination Without Cause

The Employment relationship may be terminated by the Employer at any time and for any reason on a without cause basis, upon the provision of (1) notice or payment in lieu of notice and (2) severance pay, if applicable. Notice and payment of severance shall be determined based on the minimal requirements under the Canada Labour Code. Employees under probation are not entitled. Upon satisfaction of the requirements, the Employer shall have satisfied any and all obligations to the employee under the Canada Labour Code.

5.0 | Leaves of Absence

5.1 | Leaves of Absence Policy

In addition to the paid leave benefits outlined herein, employees may be eligible for additional unpaid leave in accordance with the qualifying conditions and requirements of the *Canada Labour Code*. Under the *Canada Labour Code*, eligible employees are entitled to certain unpaid job-protected leaves, including maternity and parental leave, compassionate care leave, leave related to critical illness of a child, leave related to death or disappearance of a child and reservist leave.

Employees who are on job-protected unpaid leave will continue to accrue vacation time if applicable by law and provincial requirement. However, please note that vacation pay, which is based on actual wages, may vary if employee takes unpaid or reduced pay leave. Employees will be entitled to a position and level of salary upon their return to work that such employees would have attained if they had remained continuously employed.

Employees may continue to participate in benefit plans, provided the employee pays any contributions that would normally have been paid by the employee during the leave period.

If Employees choose to do so, they may apply any accrued and unused vacation time to these unpaid leaves. In doing so, any accrued and unused vacation time will be applied against the leave period and thus be compensated.

Minimum job-protected leave entitlements under the *Canada Labour Code* are generally described below. All terms and conditions and qualifying criteria as set out under the *Canada Labour Code*, as amended from time to time, apply.

Employees may be eligible for Employment Insurance benefits as a result of an interruption in earnings due to a job-protected leave. Please visit the Service Canada's website at www.servicecanada.gc.ca for further information pertaining to eligibility for Employment Insurance benefits.

Employees may be required to provide medical certificates or other information at their own cost in support of any of the below leaves, as applicable.

5.2 | Continuation of Benefits during Leaves of Absence

During the approved Leave of Absences, the Company will continue to pay for group health coverage. For the employee's portion of the premium(s) for any voluntary coverage while still receiving monies from the Company, the Company will continue to take applicable payroll deductions to collect the employee's share of the premium(s); or, while on unpaid leave or on Long Term Disability, the employee is responsible for making payments to cover the employee contribution. Employees must submit a cheque or money order made payable to Jack Cooper Canada Transport. This payment must be received in the Human Resources Department at the Hamilton Ontario Head Office by the 1st of each month. If the payment is more than 30 days late, the employee's optional coverage may be dropped for the duration of the leave. It is the employee's responsibility to ensure payments have been received. Service after the employee's return to work is deemed to be continuous with service prior to the absence.

5.3 | Bereavement Leave (Paid)

Employees are entitled to take up to 3 days paid consecutive leave following the day the death occurred of an immediate family member. The employee must be continuously employed for three consecutive months. Employees without the necessary continuous employment are entitled to leave without pay. Bereavement Leave covers only scheduled working days. "Immediate family" is defined as:

The employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

"Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been cohabiting with the individual for at least one year immediately before the individual's death.

5.4 | Jury Duty (Unpaid)

If an employee is summoned to Jury Duty, the Company will grant time off to attend Jury Selection and to serve as a juror. The employee is entitled to an unpaid leave of absence. As soon as the leave ends, you will be returned to your position prior to the leave or in a comparable position. Your employment is deemed continuous for the purposes of calculating annual vacation entitlement, pension, medical and other benefits to which you are entitled.

5.5 | Maternity, Parental and Adoption Leave (Unpaid)

Maternity, Parental and Adoption Leave are given in compliance with provincial labour legislation applicable in each Province in which we operate. The guidelines outlined below are intended to be a summary only. If the guidelines are different from the applicable legislation, the legislation will prevail. Full reference may be obtained from the provincial labour legislation applicable to each province.

Although there are some provincial variances with this leave, several aspects are universal to all employees:

- Every employee who has completed six consecutive months of continuous employment is entitled to unpaid Maternity, Parental or Adoption Leave up to the maximum allowed by Province
- Employees will be required to provide a medical certificate certifying the pregnancy to their Manager and Human Resources
- In the case of Adoption, the date on which your child was placed in your care is the start date of the leave. Employees need to provide the full name, address and phone number of the agency handling the adoption to their Manager and Human Resources
- An employee on maternity leave and/or parental/adoption leave is on a leave without pay
- Although Employment Standards legislation stipulates a predetermined length of absence from work due to maternity and/or parental/adoption leave, employees may take a shorter leave if they so wish
- All existing employee benefits will continue during the maternity and/or parental/adoption leave. Arrangements should be made prior to the leave regarding premium payments and taxable benefit deductions for coverage

-
- Upon return from maternity leave and/or parental/adoption leave, you must be reinstated in all respects to your former position or in a comparable position

To determine your weeks of entitlement based on your province of residence, please visit the Service Canada website at www.servicecanada.gc.ca.

5.6 | Compassionate Care Leave (Unpaid)

Employees are entitled to up to twenty-eight weeks of compassionate care leave to provide care and support to a gravely ill family member. Upon request, employees are required to provide a certificate to their Manager and Human Resources from a qualified medical practitioner, confirming that the family member has a serious medical condition with a significant risk of death within 26 weeks.

For the purposes of this Article, a family member is defined as a related individual as defined under the Employment Insurance Act.

5.7 | Critical Illness Leave (Unpaid)

Employees are eligible to take up to 37 weeks of unpaid leave to provide care or support to his or her child, whose child is under 18 years of age and is critically ill.

In order to qualify, employees are required to produce a medical certificate to their Manager and Human Resources from a specialist or medical doctor certifying that the child is a critically ill child and requires the care or support of one or more of their parents and sets out the period during which the child requires that care or support.

The leave of absence can be taken on the first day of the week in which the medical certificate is issued or, if the leave begins before the day on which the certificate is issued, the day from which the specialist medical doctor certifies that the child is critically ill.

5.8 | Death or Disappearance Leave (Unpaid)

An employee with six or more months of service, whose child is under 18 years of age and has disappeared or died as a result of a probable crime, is eligible to take up to 52 weeks of unpaid leave in the event that the employee's child is missing, and up to 104 weeks of unpaid leave if the child has died.

An employee is not entitled to the leave of absence if the employee is charged with the crime or it is probable, considering the circumstances, that the child was a party to the crime.

The Employee must advise their Manager and Human Resources in writing as soon as possible of the reasons for the leave and the planned length of the leave. The employee must also notify their Manager or Human Resources in writing of any change in length of the leave as soon as possible.

5.9 | Reservist Leave (Unpaid)

Employees with six consecutive months of continuous employment or more are entitled to take an unpaid leave of absence for purposes of military training and certain military deployment. To receive time off for Reservist Leave, employees are required to provide at least four weeks' notice in writing of the leave and must also submit their military order to their Manager and Human Resources immediately upon notification.

5.10 | Other Leaves

Other unpaid leaves may be available that are province specific. Please contact Human Resources or go to the Service Canada Website at www.servicecanada.gc.ca for additional information.