


SOURCE	Union		
EFF.	93	07	01
TERM.	96	02	28
No. OF EMPLOYEES	50		
NOMBRE D'EMPLOYÉS			

AGREEMENT ENTERED INTO THIS 22nd DAY OF JUNE, 1994

BETWEEN:

**CONSOLIDATED FASTFRATE
Edmonton, Alberta
(hereinafter referred to as the "Company")
OF THE FIRST PART,**

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART.**

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ARTICLE NO. 1 - SCOPE

- 1.1 This Agreement shall apply to all employees as enumerated.
- 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 short line, city pick-up and delivery drivers, and dockmen.

Appendix "B" covers the Health and Welfare Plan.

ARTICLE NO. 2 - UNION SECURITY

- 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 rights, and for whom it has been granted voluntary recognition in the work categories falling within the jurisdiction of this Agreement.
- (b) 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.
- (c) 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.
- (d) 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 terms.
- 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.

- 2.3** (a) Each new employee and owner operator, 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 other assessorial charges as levied against him by the Union, and so indicated on the monthly check-off lists as provided by the Union.

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 (1)** month in advance.

- (b) Authorization cards shall be furnished by the Union, and shall **be** in accordance 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 and owner operators **will** be added to the current check-off list. Owner operators will **be** identified on **such list**.

- 2.4** (a) The Company will not hire outside cartage or **dreyage** to commence work between 0001 hours and 0900 hours, at those locations where the Company maintains a terminal and a city **P&D** fleet, or **until such time as** all Company employees have been dispatched.
- (b) Except as otherwise herein provided, all storing and handling **of** merchandise and other goods or materials, including containers, shall be carried on by employees of **the** Company, members of the
- (c) The Company shall **not** sell or lease equipment which has the effect of evading the terms of this Agreement.

2.5 Probationary period

All newly hired employees for regular employment shall be considered as probationary employees for the first thirty (30) working 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:

- a. he has completed his probationary period,
- b. he has made himself available for full-time employment, or as he may be needed,
- c. he has no other outside employment which will in any matter interfere or reflect upon his employment with the Company, and
- d. he has fully qualified in regards to the Company-approved physical examination, or other normal Company requirements.

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 of 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 roster and, where practicable shall ~~be~~ called into work according to their position on the roster.

Where an employee has outside gainful employment, he shall not ~~be~~ carried on the part-time roster ahead of ~~an~~ employee who ~~has~~ no outside gainful employment.

- ii. be given first opportunity to qualify as regular employees as openings become available, and will then be placed at the bottom of the regular employees seniority list, providing they meet all **Company** qualifications and requirements.
- iii. not drive trucks or other mobile equipment, except when regular employees are unavailable for duty.
- iv. not be called into work outside an established shift if regular employees are available, and willing to **accept** that work.

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 the 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 who 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.

- 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.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

- 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 part 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 - GENERAL MATTERS

- 4.1 (a) The Company will provide bulletin boards at its terminals on which to post changes in Company **rules and regulations**, and **on** which the Union may post necessary notices to its members. All Union notices are to **be** dated and signed by an official of the Union.
- (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 that all Clauses and stipulations of this Agreement are subject to the Grievance Procedure, except as otherwise provided herein.

- (d) Time spent by employees in Government or **Company-directed** training or instruction shall **be** paid for at the straight-time rate.
- (e) Wherever possible, grievances shall be processed during the normal working hours of the Shop Steward. A Shop Steward shall receive his regular hourly rate of pay when grievances or pending grievances **are** processed with the Company, on Company property, or at any other place **which** is mutually agreed upon by both the Union and the Company.
- (f) The payment of the Shop Steward for time spent processing a grievance shall not exceed his regular hourly rate of pay, and shall not be extended beyond the Branch Manager's Step of the Grievance Procedure.
- (g) The Union will inform the Company in writing of the name of the Shop Steward, and any subsequent change in the name of the Shop Steward. The Company shall not be asked to recognize any Shop Steward until such notification from the Union has been received.
- (h) The company will notify the Union prior to the dismissal of any Shop Steward.
- (i) For the purpose of processing specific grievances or disputes, business representatives and Shop **Stewards** shall have relevant time cards and personnel disciplinary records made available to them , on request, at the terminal, during the office hours of the Company.
- (j) 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.
- (k) 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.

- (ii) The Company shall pay the regular hourly rate of pay to each employee compelled to attend a Company meeting.

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 and Welfare Fees and Union Dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of the three (3) months, the affected employee must clear up his deficit, upon so doing he will be eligible for a further three (3) months protection. When an employee returns to work, the Company shall deduct from his earnings, any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects on demand at his last know address to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.

The employee shall be notified when he is three (3) months in arrears, and the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

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 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 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.

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, step-sons and step-daughters.

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.

In the event of the death of the employee's grandfather or grandmother, **or** the employee's spouse's grandfather or grandmother, the conditions of this Article will apply only if the employee attends the funeral.

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 or a member of the immediate family. Such proof will include place, **time** and date of death.

4.4 Jury Duty

Any regular full-time employee who is required to perform Jury Duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or Witness Fee, at his regular straight-time hourly 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 **pay** 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 provisions make himself available for work before or after being required for such duty, whenever practicable.

4.5 Driver Training

When, by mutual agreement between the Company and the Union, there is a need to train inexperienced people to fill driving positions in that Company, such program and compensation shall be by mutual agreement between that Local Union and the Company.

4.6 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) Drivers that have completed one (1) or more years of employment with the Company, and who are required to take a Government physical or I.C.C. medical examination for the purpose of their vehicle operator's license, **will**, upon receipt of their Doctor's report, make it available to the Company for copying. The Company will then reimburse the driver the cost of such physical examination, upon presentation of a receipt showing the driver has paid for such examination.
- (c) 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.
- (d) 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 claimed, for the purpose of making a further medical examination of the employee.
- (e) 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 favor 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.
- (f) The expense of employing a disinterested medical examiner shall be borne half ($\frac{1}{2}$) by the Union, and half ($\frac{1}{2}$) by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.
- (g) If the Company requests the employee to upgrade his license, the appropriate equipment will be provided for test purposes, and the employee will receive his regular rate of pay during the test period.

If an employee requests appropriate equipment for test purposes to upgrade his license, or for license renewal, it shall be **provided** by the Company if and when available.

A regular employee driver will not be discharged as a result of the first loss of his drivers' license. In such a case, the employee will be placed at the bottom of the seniority list, as of that point **in** time, for work preference and layoff, and when he regains his license, he **will** resume his former seniority position.

However, such reclassification may be authorized only once to an employee who suffers such revocation of **his** drivers' license.

4.7 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.

4.8

- (a) In the city, all vacancies will be posted for forty-eight (48) hours 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.

- (b) 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 such senior employees.
- (c) Where there is temporary absence of an employee, for reasons other than vacation, on a regular shift, and it is **know** that this absence will be in excess of fifteen (15) working days, the Company will post this shift for bid as a temporary absence.

When the absent employee returns to work, **all** the employees that changed position due to the bidding process created by the temporary absence will return to the position held prior to the bidding process. In the event the absent employee does not return to work, the position bid and awarded shall be considered permanent.

ARTICLE NO. 5 - SENIORITY

5.1 Within each terminal, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of April 1st and October 1st of each year. Copies of the 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.

Each seniority list will contain the name of the employee, and the official date he became employed as a regular employee of that unit.

Any employee who has been on lack of work layoff for six (6) 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 twelve (12) months, and termination of employment will be effective at the expiration of the twelve (12) months for those employees.

Employees recalled to work following a layoff shall be informed by Double 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.

5.2 Termination of Seniority

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.

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 four (4) hours per week.

- (b) Part-time employees or hired cartage, 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 the day he is laid off. This principle may be advanced on a daily basis.

ARTICLE NO. 6 - LEAVE OF ABSENCE

- 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 engaged in gainful employment without prior written permission from both the Company and the Union, shall forfeit his seniority rights and **his** name will be stricken from the seniority **list**, and he will no longer be considered 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 violations 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.

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 one hundred and eighty (~~180~~) 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 one hundred and eighty (180) 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 two hundred and forty (240) calendar days prior to exercising that privilege again.

ARTICLE NO. 7 - SAFETY CONDITIONS

7.1 Maintenance of Equipment

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

The Company will not require employees to operate equipment on public streets or thoroughfares that are not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

Employees shall not be required to operate mobile equipment which is restricted to terminal or terminal yard operations, that is in such a state of disrepair as to endanger the operators or other personnel working in this area.

- (b) It shall be the duty of the employee to report in writing on the appropriate forms of the Company, promptly but not later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.

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) It shall be the duty of the maintenance shop employees to perform their duties efficiently, and as instructed, in such a manner that repairs having been made, do correct the safety and/or mechanical defect,

- (f) In order to provide adequate vision, front and rear, trucks and tractors will be equipped with heater and mirrors, said mirrors to be of a *sire* not less than six inches by twelve inches (6" x 12"), or the equivalent. All newly purchased highway tractors will have heated mirrors. All newly purchased trucks and tractors shall have heated defrosters.

- (g) The Company shall not require employees to double deck trailers at night in ~~an~~ area without proper lighting. At terminal installations, there shall be not less than two (2) employees involved when:
 - i. double decking trailers
 - ii. tarping the top side of a set stake and rack trailer.
 - iii. an employee requires assistance for setting up a stake and rack trailer.
- (h) Drivers will be held responsible to ensure that the proper equipment is used when towing another vehicle. Such equipment will be made available by the Company.
- (i) The Company will not use gasoline powered forklifts inside its terminals or in enclosed trailers.
- (j) All terminal docks shall be equipped with safe, properly anchored loading plates.
- (k) Truck and trailer bodies shall have installed steps or devices to allow reasonable access to the body. (I.C.C. rear bumpers and stirrup steps for side doors, on over-the-road line equipment shall be considered as reasonable access.)

7.2

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

7.3

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

ARTICLE NO. 8 - PAY and WORK CONDITIONS

- 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.
- 8.2**
- (a) All regular employees covered by this Agreement shall be paid not less frequently than on every other 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 employee. **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, and all deductions made from the gross amount of wages.

Copies of hourly paid employee's time cards will be retained at the employee's place of employment and will be made available **for** scrutiny in the event of a disagreement In regard to his pay. Explanation of any alterations made to said time cards will be attached to the altered time card.
 - (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 he 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 payday following his return to work.

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

- 8.3** If an error occurs in the payroll computation of an employee's paycheque, and the amount is **equal** to one (1) days'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 payday 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.
- 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.
- 8.5** Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular day, except in the event of unavoidable delay as in **Section 8.8(c)**.
- 8.6** 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, except in the event of unavoidable delay as in **Section 8.8(c)**.
- 8.7** When an employee from a higher rated classification is required to work **temporarily or** until reclassified at a lower rated 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.
- 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.
 - (b) An employee shall have the same starting time for each day **of** the week, Monday through Friday, however the employee's shift may be changed during the week only in accordance with the provisions of **Section 8.8(c)**.

- (c) In the event of railcar delay, the Company will advise the employee by 1900 hours of the starting times of the following shifts.
- (d) 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. Any hours worked prior to his regular starting time, or after his regular quitting time, in excess of eight (8) hours in that day, shall **be** paid for **at** the overtime **rate**,
- (e) Employees who receive less than five (5) shifts in one **(1)** week, due to lack of work, may **be** offered work **on** additional established shifts, if available, on their sixth (6th) and/or seventh (7th) day, at straight time.

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.

When a city pick-up and delivery driver is instructed to stay with his equipment in a line-up, waiting to load or unload during his lunch period, **such** time shall not **be** deducted from his total hours worked in that day.

- (b) No employee shall be compelled to take his lunch period before he has been **on** duty three and one-half **(3½)** hours, or after he **has** been on duty five (5) hours.

8.10 Breaks

An hourly rated employee shall be entitled to one (1) 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.

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.

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 **is** to be of a size not in excess of three inches by four inches (3"x 4"). Said label is not to be attached to any glass area.

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 uniform 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.

Starting in 1994, regular employees will receive a Safety Footwear Allowance ~~one~~ (1) time per calendar year, to a maximum of ~~seventy-five~~ dollars (\$75.00) on remittance of a receipt for footwear which meets CSA approval, and will be worn ~~for~~ work purposes at ~~Fastfrate~~.

- (b) Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun ~~glass~~, lampblack, barbedwire, 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 the handling of the specific commodity.
- (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) When an employee is required to handle sides or quarters of beef or pork, of a size that cannot be safely handled by one man, he shall be ~~supplied~~ **necessary** assistance, which shall ~~be~~ arranged prior to his departure from the terminal.

ARTICLE NO. 9 - VACATION

9.1 All employees shall receive:

- (a) two (2) weeks vacation with pay after the completion of each calendar year of continuous service with the Company.

Payment for such vacation shall ~~be~~ in the amount equal to four percent (4%) of the wages paid that employee during the year ~~in~~ which he qualifies for such vacation, OR

- (b) 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 wages paid that employee during the year in which he qualifies for such vacation.

- (c) Employees who have completed eight (8) calendar years of continuous service with the Company 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 wages paid that employee during the year in which he qualifies for such vacation,
- (d) Employees who have completed ten (10) calendar years of continuous service with the Company 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 wages paid that employee during the year in which he qualifies for such vacation.

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)**.
- (b) Vacation lists shall be posted on January 2nd of each year, and employees shall designate their choice of vacation time before February 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 April 1st and it shall remain posted for the balance of the year.
- (c) During the Company's prime season, June 1st to September 30th, the Company will use the following formula for determination of the number of employees allowed on vacation at any one time, at each Company terminal location:

Twenty percent (20%) in each classification to the nearest employee up or down, with a minimum of one (1) employee in each classification, and a maximum of ten (10) employees in each classification.
- (d) The following classifications will be recognized as separate groups for determining allocation of vacation:
 - i. dockmen
 - ii. pick-up and delivery drivers
 - iii. maintenance shop employees

(e) The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1st of each year.

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.

9.4 An employee who accepts gainful employment while on vacation may be terminated.

ARTICLE NO. 10 - GENERAL HOLIDAYS

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 Year's Day	Canada Day	Remembrance Day
Alberta Family Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Boxing Day
Victoria Day		

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 the event that Alberta Family Day is rescinded by ruling of the Provincial government, this holiday will be replaced with a floating holiday to be taken at the employee's convenience, in the calendar year in which it falls, by mutual agreement with management, with a minimum of two (2) weeks notice by said employee. This applies only to those employees classified as regular employees.

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

10.2 Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the General Holidays listed.

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, 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 work.

10.4 In the event a regular 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.

10.5 (a) When a General Holiday falls on a regular employee's regular day off, 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.

ARTICLE NO. 11 - OTHER UNION CONTROVERSY

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 program, 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 picket line.

- (c) During the life of this Agreement, there shall be no lockout by the Company, nor 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

- 12.1**
- (a) If any Articles of this Agreement or any supplements hereto should be held invalid by operation of law by any tribunal or 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 Articles to person 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 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

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. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

The time limit to institute a grievance shall be seven (7) days.

STEP 2 - Failing settlement under Step 1, such grievance shall be taken up between the Company supervisor and a Shop Steward, or Union representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

STEP 3 - Failing settlement under Step 2, 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 2.

STEP 4 - Failing settlement under Step 3, 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 this 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 4 must be completed within ten (10) calendar days from the completion of Step 3.

In all such grievance procedures, the Union representatives shall act in the capacity of 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.

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

The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing, and his 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.

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ARTICLE NO. 14 - TERMINATION

14.1 This Agreement shall be in full force and effect from the first (1st) day of March 1993 until the twenty-eighth (28th) day of February 1996, 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 twenty-eighth (28th) day of February **1996**, or immediately preceding any succeeding twenty-eighth (28th) day of February 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 lockout, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.

SIGNED THIS 31 DAY OF Oct, 1994

ON BEHALF OF THE COMPANY:
Consolidated Fastfrate

ON BEHALF OF THE UNION:
General Teamsters,
Local Union No. 362

Ernest H Woodcock

Dave Bennett
Dave Bennett

APPENDIX "A"

COVERS HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL SHORT LINE, CITY PICK-UP AND DELIVERY DRIVERS, AND DOCKMEN IN EDMONTON

Section 1 - Hours of Work

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

The maximum hours of work for all short line drivers and dockmen at each terminal covered by this Agreement shall be as described below:

Eight (8) hours per day, and forty (40) hours per week, excluding meal periods as specified in Article No. 8, 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 Rate 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 (1½) for the first two (2) hours, and double (2x) the straight time rate thereafter.
- (d) Overtime for work on designated day of rest or General Holidays - 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 (2x) his regular rate of pay.
- (d) When an employee is called out to work, and his call-out time runs into his regular shift time, such employee shall be allowed a reasonable time off with pay to eat, upon completing the work he was called in to perform, or at the regular starting time of his regular shift, whichever is later. Such time is not to exceed one-half (½) hour.

Section 2 - Rates of Pay

	<u>MARCH</u> <u>1/93</u>	<u>MARCH</u> <u>1/94</u>	<u>MARCH</u> <u>1/95</u>
Pickup/Delivery & Dockmen..	\$16.96	\$16.96	\$17.47
Mechanics/Welders with Trade Cards	\$16.97	\$16.97	\$17.48
Mechanics/Welders without Trade Cards	\$16.97	\$16.97	\$17.48

Part-time employees ** See Appendix "A" Section 2. Part 2 below

1. Full-time employees hired after July 5, 1990 shall be paid one dollar and fifty cents (\$1.50) per hour less than the regular full-time wage for the first (1st) year of employment.

For the second (2nd) year of employment, the employee will receive seventy-five cents (75¢) per hour less than the regular full-time wage.

Upon completion of the employee's second (2nd) year of employment, they will receive the full rate of pay.
2. Part-time employees hired after July 5, 1990 will receive three dollars (\$3.00) per hour less than the regular rate of pay.

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 considerations to Teamster Union members who meet the Company's 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 ours worked on **the** days in excess of five (**5**) **in** a week, for hours in excess of eight (8) in a day, and for work **on** a General Holiday.
- (c) Work performed on Saturdays and Sundays shall be on a ratio **not** to exceed three (**3**)part-time employees to one (**1**) regular employee.

Section 5 - Vacation **Relief Employees**

All hourly **paid** employees who are **hired** for vacation relief during the vacation season (June 1st to October **31st**), shall **be** classified as "Vacation Relief Employees", **When** such an employee is laid off, **during** or at the end of the vacation season; Article No, **5**, Section **5.1** will not take effect.

APPENDIX "B"

Health and Welfare

The Company shall continue to pay one hundred percent (100%) of the Great West Life Assurance Company "Group Assurance Plan", providing life insurance, accidental death and dismemberment, and specific loss insurance, and accident weekly income insurance.

Details of this coverage will be provided to each employee by way of a copy of the Group Insurance Plan booklet.

In addition, the Company shall continue to pay one hundred percent (100%) of the Alberta Health Care premiums, or those premiums of any successor Health Care Plan to the present Provincial Plan.