

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**REIMER EXPRESS LINES LTD.**

**- AND -**

**GENERAL TEAMSTERS LOCAL  
UNION NO. 979**

**affiliated with the  
International Brotherhood of Teamsters  
and Teamsters Canada**

100 20 (04)

**November 1, 2004 to October 31, 2009**

**AGREEMENT**

**BETWEEN**

**REIMER EXPRESS LINES LTD.  
(Winnipeg Terminal)**

**(Hereinafter referred to as the “Company”)**

**OF THE FIRST PART**

**AND**

**GENERAL TEAMSTERS LOCAL UNION NO. 979  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
AND TEAMSTERS CANADA**

**(Hereinafter referred to as the “Union”)**

**OF THE SECOND PART**

WHEREAS the Company and the Union have agreed upon wages, working conditions and hours of labour for the employees of the Company to whom this Agreement applies:

NOW THEREFORE IT IS MUTUALLY UNDERSTOOD AND AGREED that the following provisions respecting wages, working conditions and hours of labour shall govern the parties hereto during the currency of this Agreement.

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## **ARTICLE 1 – PROVISIONS**

- 1.1 The provisions of this Agreement shall apply to all Employees of the Company, classified as city pick-up and delivery drivers, warehousemen and dockmen, excluding, office employees, salesmen, foremen, dispatchers and those above the rank of foremen, save and except those excluded by the Industrial Relations and Disputes Investigations Act.
- 1.2 All newly hired employees shall be considered as probationary employees for forty-five (45) shifts (four (4) hours or greater per shift) or one hundred and twenty (120) calendar days, whichever is of shorter duration. An employee having completed such probationary period shall not be required to serve any additional probationary period where the employee changes classification or moves from part time to full time status. There shall be no responsibility on the part of the company respecting employment of probationary employees, should they be laid off for lack of work or discharged during the probationary period.

## **ARTICLE 2 – REPRESENTATION**

- 2.1 The Union shall be the sole bargaining representative of those classifications of employees covered by this Agreement in collective bargaining with the Company.

## **ARTICLE 3 – LOYALTY**

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

#### **ARTICLE 4 – UNION SECURITY**

- 4.1 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.
- 4.2 All employees hired prior to the date of the signing of this Agreement, must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues, for the duration of the Agreement, as their financial contribution to the Local Union.
- 4.3 All employees hired, shall as a condition of continued employment authorize the Company to deduct the amount equal to the Local Union's Initiation fees, after the completion of the probationary period. The Company agrees to remit such monies so deducted to the Local Union along with a list of employees from whom the money was deducted at the same time as the Union dues are remitted.
- 4.4 The Company agrees for the duration of this Agreement to deduct from the last pay cheque of each month, the monthly dues of any employee covered by this Agreement and remit such monies so deducted to the head office of the Local Union, along with a list of employees from whom the money was deducted not later than the tenth (10<sup>th</sup>) day of the month following the date upon which such monies were deducted. This list shall refer to and include full or part-time employees. In the event that there are deductions other than statutory deductions or those noted above to be taken from the employees pay cheque; such deductions shall be taken off the first pay cheque of the month.
- 4.5 The Company shall notify the Union regarding new employees taken into employment by the Company within fourteen (14) calendar days of their being hired.
- 4.6 The Company agrees to deduct the amount of the monthly dues from the pay of all probationary employees. The Company also agrees to deduct initiation fees and dues after the completion of sixty (60) calendar days of employment.

#### **ARTICLE 5 – PART TIME**

- 5.1 The Company agrees that where it is necessary to use part-time help to supplement the normal work force because of peak periods, the following conditions shall apply:
- (a) All part-time employees shall pay to the Local Union the amount of the monthly dues and initiation fee, which shall be checked off, and shall receive the part time rate of pay as per Article 26.3.

- (b) The Company shall deduct fi-om all part-time help from their first (1<sup>st</sup>) pay and each month thereafter an amount equal to the Union dues, and such monies shall be forwarded to the appropriate Local Union as outlined in Article 2 together with a list of names of such persons for which the monies were remitted.
- (c) A Part-Time employee shall:  
  
Be carried on a Part-Time roster and where practicable shall be called into work according to their position on the roster.  
  
Upon completion of one hundred and twenty-eight (128) hours 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 (1<sup>st</sup>) day of that thirty (30) calendar day period.
- (d) The Company agrees not to use back to back shifts of part-time personnel in place of regular employees and nothing in this Article will be used to defeat the hiring of regular employees provided such **are** available.
- (e) Laid off employees shall be given the first (1'') opportunity for part-time work, however the daily guarantee shall not apply.
- (f) Part time help exclusive of laid off regular employees shall receive the part time rate of pay as per Article 26.3.
- (g) Part-time help shall not be used on a shift or starting time to deprive regular employees of their normal hours of work and no part-time employee shall be used on a call out or call back basis when a regular employee is available for such work.
- (h) Where the Local Union establishes that part-time help is being used where a regular employee could be gainfully employed, the Company shall replace part-time people with one (1) or more regular probationary employees.
- (i) Where the Local Union feels that there is a violation of the intent in the application of the above clauses, the Company will meet to discuss the problem with the Local Union. If no amicable solution can be reached the grievance shall be submitted to arbitration as outlined in Article 9.
- (j) If a full-time warehouse employee is not required for his normal shift, he shall, if practical, be given the opportunity to work those hours normally worked by a part-time employee on the next shift, provided the period of

time so worked does not interfere, due to the time period, with the resumption of his normal schedule thereafter.

- (k) Unless employees are absent from work, part-time employees will not drive any mobile equipment, this does not include forklifts or power equipment, except on weekends or evenings.
- (l) Regular employees who have been laid off during their regular work week (five (5) consecutive days) shall, if required be given the first (1<sup>st</sup>) chance to work on their day of rest which is inconsistent to the regular work week prior to part-time employees or casual help. Such work will be paid for at the overtime rate.
- (m) When a part-time terminal employee is called and reports for duty he shall be guaranteed a minimum of four (4) hours of work and/or pay.
- (n) Part time employees, on the part time roster, who are not otherwise gainfully employed, will be allowed upon request to work full time based on their position on the part time roster at the part time rate of pay during the prime vacation period of May 1<sup>st</sup> through September 30<sup>th</sup> each year, during which time the hours outlined for part time employees becoming regular employees as per Article 5.1(c) will not apply. Following the vacation season they will revert to their former position and work schedule. They will not be otherwise covered by the terms of this Agreement.

Part time employees working full time during the vacation season are considered as junior employees, and come under the provisions of Article 18.4.

- (o) In the event that a part-time employee is required to replace a full time employee who is on Worker's Compensation, vacation, off sick, or injured or on requested Leave of Absence such hours worked during this time will not be credited towards the one hundred and twenty-eight (128) hours necessary to qualify for regular employment as listed above.
- (p) Only those hours worked on shifts of a duration of eight (8) hours or more shall be credited towards the one hundred and twenty-eight (128) hours in 30 days required to qualify as a regular employee.
- (q) The following provisions of the Collective Agreement shall apply to part time employees:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.10, 15.11, 15.13, 16, 17, 18.1, 18.8 (prorated), 18.9, 18.10, 19, 20, 21.1, 21.6, 23.1, 23.2, 23.3, 23.5, 23.6,

23.7, 23.8, 24.1(a), 24.3 (prorated), 26, 30 and all Letters of Understanding.

- 5.2 Casual help differs from part-time help and may be supplied by any sources to replace regular employees who are not available for work and where there is an abnormal increase in freight in any one (1) day and shall not be used either to circumvent the hiring of full time regular employees or the intent of the part-time clause. The conditions governing part-time do not apply to casual help.

#### **ARTICLE 6 – HIRED CITY EQUIPMENT**

- 6.1 The intent and purpose of this clause is to provide help in peak periods and during periods when regular employees are not available for work and not to circumvent the hiring of full time employees. When hired city equipment is engaged by a Company the following conditions shall apply:
- (a) The Company shall not lease or hire outside equipment to perform city pick-ups and deliveries unless all available and roadworthy equipment of the Company is in use. In the event the above condition is met, such equipment shall, in all cases be operated by employees of the Company provided such employees are available. The Company shall not subcontract pick-up and delivery operations except when all available qualified employees have been given the opportunity to perform available work.
  - (b) The Company shall not sell or lease equipment for the purpose of evading the terms of this Agreement.

#### **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.1 The Union acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline and efficiency;
  - (b) To hire, rehire, classify, direct, assign, promote, demote, transfer, discipline, suspend, and discharge employees for proper cause, and to increase and decrease working forces, provided that a claim of discrimination, transfer, discipline or suspension, or a claim by an employee that he has been discharged without cause, may become the subject of a grievance and will be dealt with as hereinafter provided;
  - (c) Generally to manage the Company and, without restricting the generality of the foregoing, to determine the number and location of establishments, the methods and processes to be used, schedules of work, kinds and



location of machines, tools, and equipment to be used, the selection, installation and requirements in the operation of any equipment or materials it decides to use or handle;

- (d) To make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this Agreement and the general rules and regulations;
- (e) Employees wishing to leave the service of the Company may do so without giving notice and in the event, of the Company wishing to discharge an employee, it may do so without giving him notice or pay in lieu of notice;

Without limiting the generality of the foregoing, drunkenness or drinking alcoholic beverages while on duty, theft, carrying of passengers without authority, using a Company vehicle for any reason other than Company Business, or continued absence without leave, shall be reason for suspension or dismissal without notice;

- (f) Employees discharged away from their home terminal will be supplied transportation to their home terminal.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.1 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 in this Article, unless otherwise expressly provided in the Agreement. The procedure for such adjustment and settlement shall be **as** follows:

STEP 1: Any grievance of any employee shall first be taken up between such employee and the Company Supervisor.  
However, such employees will be entitled to be accompanied by a Shop Steward or Union Representative.

Time limit to institute Grievance:

- Termination or lay-off ten (10) days.
- All others thirty (30) days.

STEP 2: Failing settlement under Step 1, such grievance shall be taken up between the Company Supervisor and a Shop Steward or Local 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 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.

In all such Grievance Procedures, the Union and the Company shall decide what Representative shall act in the capacity of Chairman of the Meetings and what 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.

- 8.2 A written confirmation of the discipline addressed to the employee concerned must state the reasons for the discipline with a copy sent to the Union's Business Agent.
- 8.3 An employee covered by this Agreement who is called into the Company's office for any discussion or investigation that could result in discipline for the employee shall have the right, upon request, to be accompanied by a Steward.
- 8.4 Where a grievance is upheld, the grievor shall be paid any wages and benefits lost due to the grieved offence, regardless of seniority, except for when a senior employee grieves for the same offence within the time limits as prescribed herein, in this case the senior employee only would be paid. All payments to a grievor upon settlement of the grievance shall be paid within ten (10) working days of such settlement.

## **ARTICLE 9 – ARBITRATION**

- 9.1 Failing settlement under the Steps of the Grievance Procedure, 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. Upon request by either party, a matter for which no resolution could be reached

under the steps of the grievance procedure may be referred to arbitration. In such a case the Company and the Union shall agree upon an arbitrator within thirty (30) calendar days following the request for arbitration and the parties, once in agreement, shall fix a date to hear the matter within the following sixty (60) calendar days.

9.2 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.

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

#### **ARTICLE 10 – STRIKE OR LOCKOUT**

10.1 During the term of this Agreement, there shall be no lockout, by the Company nor any strike, sit down, slow down, work stoppage or suspension of work either complete or partial for any reason by the employees.

10.2 It shall not be considered a violation of this Agreement for any employee to refuse to cross a picket line established by a recognized Union.

#### **ARTICLE 11 – BONDING**

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. Primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within forty-five (45) days, they must so notify the employee in writing. Failure to do so shall relieve the bonding requirements.

If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements. Standard premiums only on said bond to be paid by Company. A standard premium shall be that premium paid for bonds applicable to all of its other employees. Any excess premium is to be paid by the employee.

#### **ARTICLE 12 – MEDICAL**

12.1 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. The Company will not conduct random drug testing where it is not required to protect its U.S. operations until a precedent is developed in Canadian Case Law. The questions of precedent may be the subject of arbitration.

The parties acknowledge the Company's current policy to conduct pre-employment and "for cause" testing.

- 12.2 (a) Any Company requested physical or medical examination after the date of employment shall be complied with by all employees and the Company shall pay for such examination. The examination shall be within the employee's regular working hours. In the event this is not practical, the employee will be compensated up to a maximum of two (2) hours at his regular rate of pay.
- (b) If the medical examination is taken after working hours, the employee shall not be paid for the time involved, but shall, in such cases, receive at least three (3) days' notice, prior to the appointment with the doctor.
- (c) An employee, who is absent from work by reason of illness or accident other than a work accident, shall not be required to submit to the Company a medical certificate unless the absence is of duration of three (3) days or more, and as requested by the Company while the employee is off work. The medical certificate shall be remitted to the Company upon the Employee's return to work. The sole exception to the above will be where an employee's attendance is chronically poor and/or a pattern of single day absences exists.
- (d) Where the Company requires an employee to provide a Doctor's note in order to return to work when off work for illness or injury, the Company shall pay up to a maximum of \$20.00 for such note.
- 12.3 Employees that have completed one (1) or more years of employment with the Company and who are required to take Government physical or medical examination for the purpose of their Vehicle Operator's License, will be reimbursed the full cost of such physical examination upon presentation of a receipt showing the driver was required to pay for the examination and has done so.
- 12.4 Any employee who fails to pass a Company Physical Examination may at his option have his case reviewed in the following manner:
- (a) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second (2<sup>nd</sup>) physical examination report.
- (b) A copy of the finding 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.

- (c) In the event that the findings of the medical examiner chosen by the employee disagrees with the Company, the Company will, at the written request of the employee, agree upon and appoint within five (5) days, a third (3<sup>rd</sup>) qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee.
- 12.5 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.
- 12.6 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.
- 12.7 (a) If the Company requests the driver to upgrade his license, the appropriate equipment will be provided for test purposes and the driver will receive his regular rate of pay during the test period.  
(b) If a driver 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.

### **ARTICLE 13 – PASSENGERS**

- 13.1 Except in the case of an emergency no driver shall permit or allow anyone other than employees of the Company who are on duty, or authorized passengers to ride in his truck or vehicle.

### **ARTICLE 14 – CONFLICTING AGREEMENTS**

- 14.1 No employee shall be asked or permitted to make a written or verbal agreement which may conflict with the provisions hereof, unless notice of such agreement is given to the Union and agreed to by the Union.

### **ARTICLE 15 – SENIORITY**

- 15.1 Seniority shall be terminal wide and departmental and include all persons working at the terminal and on the terminal payroll.
- 15.2 The purpose of seniority is to provide a policy governing work preference, layoffs, and recalls.

- (a) In the event of a lay-off, the Company shall consider:
  - (i) The seniority of the employee;
  - (ii) The qualifications of the employee; where the qualifications are relatively equal, the employee's seniority shall be the determining factor.
- (b) In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.
- (c) In the event that shift schedules are not Monday to Friday, full time employees shall be given the opportunity to request preferred days off and where operationally possible such selection of days off shall not be unreasonably withheld. Employees who change shifts in the above fashion shall not receive overtime as a result of the change in shift.

The Company and the Union will conduct joint industrial relations meetings on a quarterly basis to deal with operational issues not addressed by the Collective Agreement. The parties shall exchange agendas prior to the meeting to promote a productive exchange of views and resolutions to outstanding issues. This is not intended to preclude either party from processing grievances/issues on a timely basis as required and these meetings are not part of the grievance procedure.

- (d) Employees may, due to a shortage of work, request an out of seniority layoff for a maximum of two (2) weeks and agreement will not be unreasonably withheld providing the Company can meet all of its staffing requirements.

Part-time hours worked to accommodate such a request will not accumulate to the 128 hour threshold for full time status.

15.3 Departmental seniority shall be as follows:

- (a) Pickup and delivery drivers
- (b) Warehousemen and checkers.

15.4 Departmental Seniority shall be for the purpose of establishing shifts.

- 15.5 (a) In the event of a shortage of work, layoffs and subsequent recalls shall be governed by Departmental Seniority only. An employee with more Terminal seniority in another department will be permitted to bump into a new Department.
- (b) In the event due to a shortage of work necessitating a layoff, and an employee from one department is forced to bump into another department in order to remain employed, such employee shall retain recall rights to his former department, and in the event such an employee is recalled to his former department he shall retain his previous seniority status within that department. Such an employee failing to accept a recall shall remain in the department they are in and shall lose their seniority status in their former department.
- 15.6 An employee is considered laid-off if he is not called to work for three (3) consecutive days.
- 15.7 Employees shall be considered probationary until placed on the seniority list. After sixty (60) calendar days from the date of employment the employee shall be placed on the appropriate Terminal and Departmental seniority lists dated according to the original date of his employment.
- 15.8 Seniority Lists shall be posted every three (3) months by the Company at each terminal location. A Steward and the Local Company official will be responsible for keeping the list current.
- 15.9 Before laying off employees out of seniority order, after acquired, the Company will notify the Union.
- 15.10 An employee's employment shall be terminated and his Seniority forfeited for any of the following reasons:
- (a) If an employee voluntarily quits;
- (b) If an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Contract;
- (c) If an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;

- (d) If an employee overstays a leave of absence, without securing an extension in writing of such leave of absence, or if he takes employment other than that declared and agreed upon in writing with both the Union and the Company when applying for the leave of absence, he 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.
  - (e) If an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
  - (f) (i) If an employee having less than five (5) years of continuous service is laid off and not recalled for a period extending beyond twelve (12) consecutive working months;
  - (ii) If an employee having five (5) or more years of continuous service is laid off and not recalled for a period extending beyond eighteen (18) consecutive working months.
- 15.11 Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work.
- 15.12 Leave of absence in excess of thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Union and the Company and mutually agreed upon.
- 15.13 Disputes regarding seniority must be lodged within thirty (30) calendar days after the seniority list is posted. This applies only to new employees added to the list.

## **ARTICLE 16 – JOB OPENINGS**

- 16.1 When openings on types of equipment occur at any time, qualified employees in the department in which the openings occur shall be given preference in accordance with their seniority. This shall not be interpreted to give an employee the right to move from one (1) truck to another, nor to give an employee a preference to bid upon a new truck, but is intended to give an employee **an** opportunity to progress from straight truck to tractor-trailer equipment and from single axle to tandem tractor equipment.
- 16.2 When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the bulletin board for seven (7) calendar days **and** the employees in the department affected shall have the first (1<sup>st</sup>) opportunity of bidding on such job openings and retaining their department seniority. The most senior employees from any other department bidding on the



remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

The information which shall appear on the job posting is as follows:

1. Department
  2. Description of duties
  3. Start time (normal)
  4. Qualifications required
- 16.3 (a) For temporary vacancies of a known duration of ninety (90) calendar days or more such vacancies shall be bid amongst the respective seniority groups and the senior bidding qualified employee at the time of the posting shall be awarded the posting. In the event that an employee is absent for any reason during the posting and awarding period, immediately upon return to work, the employee shall be afforded the opportunity to bid the work. The only instance where such a vacancy may not be posted is in cases where the Company chooses not to fill the vacancy.
- (b) For temporary vacancies of 89 calendar days or less such vacancies shall be bid amongst the respective seniority groups amongst qualified employees at work or on vacation and the senior qualified employee shall be awarded the position and shall fill the position for the duration of the temporary vacancy subject to the terms of this article. The only instance where such a vacancy may not be posted is in cases where the Company chooses not to fill the vacancy.

## **ARTICLE 17 – PROMOTION AND TRANSFER**

Promotion – When an employee within the bargaining unit covered by this Agreement receives a leave of absence 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.

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.

However, should the Company discontinue the position or job to which the employee was promoted within one (1) year such employee may return to his former unit at his original seniority rating.

Promotions or transfers from one classification to another within the bargaining unit will be on a trial basis up to thirty (30) calendar days and should the employee promoted not be satisfactory to the satisfaction of the Company or

should he voluntarily request reinstatement to his former position he shall retain his former seniority rights and pay.

#### **ARTICLE 18 – WORKING CONDITIONS – TERMINAL**

- 18.1 No employee shall be required to take more than a thirty (30) minute meal period during any one (1) shift. No employee shall be compelled to take his lunch period before he has been on duty three (3) hours or after he has been on duty five (5) hours.
- 18.2 Any hourly rated employee reporting for duty on a call-out or call-back basis inconsistent with his regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours pay but after completion of the duty he was called for, he may book off work with a minimum of two (2) hours pay at overtime rates.
- 18.3 (1) All shifts shall have posted start times, however the Company may offer earlier start times to employees in seniority without incurring overtime until after eight (8) hours in a day or forty (40) hours in a week. Employees called in prior to their normal start time may be required and shall have the option of completing their normal shift.
- (2) There shall be no split shifts and the hourly paid regular employee will be notified of any changes of shift starting time prior to the end of the shift.
- (3) All shifts shall have five (5) consecutive working days other than as noted in Article 18.4 (a) and (c).
- (4) In all cases where the Company is aware that an employee holding a posted position will be absent for ten (10) or more days, as a result of absence or injury, such shift shall be posted for bid. The only instance where such a shift may not be posted is in cases where the Company cancels the shift.
- (5) The parties agree to meet, at the request of the Union, to discuss start times, runs, bids, tonnage levels and any other issues of mutual interest that may affect the operation. In cases where the employees request earlier shift start times, the Company shall, upon request, provide information for discussion purposes to support the posted start times and will give reasonable consideration for a request for earlier start times where operationally possible.
- 18.4 Junior regular City Pickup and Delivery and/or Dock Employees may work on a “Call as Required” basis to supplement established shifts within their seniority unit. Such employees shall not be subject to the regular shift proviso as outlined in Article 18.3 of this Agreement, but shall be subject to all other conditions

provided in this Agreement for Regular Employees. The number of employees subject to this "Call as Required" proviso shall not exceed Fifteen Percent (15%) of the number of employees within the seniority unit not on layoff, rounded to the nearest whole number.

In the event such employee is called and reports for work, he shall be guaranteed a minimum of four (4) hours work and if he works in excess of four (4) hours he shall be guaranteed six (6) hours work and if he works in excess of six (6) hours he shall be guaranteed eight (8) hours of work. For such employees, there must be a rest period of not less than eight (8) hours between shifts and they shall not be required to work more than one (1) shift in a twenty-four (24) hour period. In the event all regular employees have been called for work that is available and more manpower is required, Part-time employees may provide the required manpower. However, Part-time employees working on the same shift as "Call as Required" employees will be the first (1<sup>st</sup>) booked off the shift as the requirement for manpower reduces.

- (a) In the event a regular employee working on a "call as required" basis works only four (4) hours in a shift, he will then be offered additional work, if available, in the same day ahead of junior "call as required" and part-time employees in order to complete an eight (8) hour day. There will be no call-in guarantee in addition to second (2<sup>nd</sup>) four (4) hours for such employee if he accepts the additional work and such employee will be entitled to overtime pay after a total of eight (8) hours work in a day.

There must be an eight (8) hour break after the completion of the shift worked before his next shift commences.

- (b) 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 (6<sup>th</sup>) or seventh (7<sup>th</sup>) day at straight time.
- (c) Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4), ten (10) hour days. Employees working such schedules will be subject to a twenty-five cent (\$0.25) per hour premium. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours a day. Employees working the four day work week on days between Monday and Friday inclusive, must have Saturday and Sunday as their regular days off and a third day off as designated by the Company.

Where the four (4), ten (10) shifts include Saturday and/or Sunday, the employee shall receive two (2) consecutive days off and a third day off as designated by the Company. Where the four (4), ten (10) shifts include Saturday and/or Sunday, the shifts may have different start times for each day, however, there must be not less

than eight (8) hours off duty between each shift. Where the ten (10) hour day is agreed to between the parties, the ten (10) hour day will be applicable in all daily guarantees provided in this Agreement.

- 18.5 Except in the event of extenuating circumstances caused by severe weather conditions, road closures or train derailment, regularly hourly paid employees shall be notified at the conclusion of their shift if they are not required to work their next regular shift.
- 18.6 (a) For all shifts commencing between 1459 hours and 0559 hours, a night time differential over and above the job classification, will be paid at the rate of fifty cents (\$0.50) per hour to those regular Dock, Pickup and Delivery Drivers who work such shifts.
- (b) Such premium pay for shifts and/or night time differential is not applicable to pari-time employee.
- 18.7 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.
- 18.8 When an employee meets with a personal injury or becomes ill while on duty which prevents him from completing his shift, providing he has been on duty a minimum of two (2) hours, the employee will be compensated for eight (8) hours minimum work and/or pay that day.
- 18.9 All employees who have appointments with Medical Specialists and have given the Terminal Manager or his designate seven (7) clear days notice, shall be given time off to keep their appointment. In the case of emergencies they will get time off immediately to see their doctor or physician. At all times, the employer and the employees will make every effort to mutually agree upon the day and the time.
- 18.10 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 the handling of the specific commodity.

Any employee who is exposed to hazard by reason of handling toxic or nontoxic chemicals, shall be provided with adequate protective clothing and safety equipment as required by Worker's Compensation Board regulations and shall wear such as necessary while handling these commodities.

## **ARTICLE 19 – EQUIPMENT AND SAFETY CONDITIONS**

- 19.1 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 and not equipped with the safety appliances required by law.
- (a) 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.
  - (b) It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's regulations.
  - (c) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of Management.
  - (d) The determination in respect to the condition of equipment shall rest with the senior qualified supervisor who shall, upon request, give his decision in writing.
  - (e) It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- 19.2 Drivers will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management.
- 19.3 It is agreed between the Union and the Company, having regard for safety and the driver's health factor, that all power units will have adequate heaters, windshield wipers and washers, and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alterations to retain adequate heat. Defective windshield washers shall not be classified as a breakdown. Windshield wipers to be kept in proper working order at all times and cabs to be weatherproof. All equipment shall be equipped with West Coast mirrors.
- 19.4 The Company must keep speedometers in proper working order and reasonably accurate.
- 19.5 It is agreed that bad order forms shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one can be held available for the driver and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A bad order form when made out by the driver will be signed by a representative of the

Company. When a unit is “bad ordered” for reasons that make the vehicle unsafe for use, it shall be tagged and the keys removed and placed in the maintenance department along with the bad order report. No driver or Company representative will remove the tag until the repair work is completed.

- 19.6 The Company shall not compel any driver to operate a vehicle in excess of the legal load limits.
- 19.7 The Company shall provide first aid provisions in accordance with the Worker’s Compensation Act.

### **UNIT 20 – SHOP STEWARDS**

- 20.1 The Company acknowledges the right of the Union to appoint one (1) steward for terminal employees, and if the operations are such as cannot be covered by this Steward additional Stewards may be appointed, to a maximum of four (4). The Union may appoint alternate Stewards to cover for periods of absence of the regular Steward should said absence be greater than ten (10) days.
- 20.2 It shall be the Steward’s duty to process grievances. The Steward’s duty shall in no way conflict with his duties to his employer and he shall be held responsible for the same quantity and quality of work as other employees. Should the Company believe that the Steward’s activities are affecting the quantity and quality of either the Steward’s work or the work of other employees, the Company shall contact the Business Agent of the Local Union and register his grievance.
- 20.3 The Union will inform the Company in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Company will not be asked to recognize any steward until such notification from the Union has been received.
- 20.4 Providing it is consistent with Management’s obligation to maintain an efficient working force, in the event of shortage of work that necessitates a lay-off, the Stewards shall be retained in the work force and shall be laid off only prior to the senior employee.
- 20.5 Authorized agents of the Union shall request access to the Company’s establishments for the purpose of investigating conditions related to Union Contract Clauses.

## **ARTICLE 21 – GENERAL**

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

21.2 Any employee who is required to perform jury duty on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for jury duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work.

It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury service and jury duty fees received. An employee on jury duty subject to this provision shall make himself available for work before or after being required for such jury duty whenever practicable.

This clause will have no application for any employee on leave of absence, or layoffs, etc. When receiving benefits under the Health and Welfare Program, Annual Vacation, Worker's Compensation or as otherwise covered in this Agreement.

If employees are required to perform witness duties where Reimer Express vehicles are involved, then payment as in jury duty will apply.

An employee on any shift other than a day shift, shall be given sufficient time, either before or after court, to have reasonable time for rest or to prepare himself for work or court appearance. Employees shall be compensated for such time at his regular pay.

21.3 An employee shall be entitled to one (1) coffee break not in excess of fifteen (15) minutes during both the first (1<sup>st</sup>) and second (2<sup>nd</sup>) half of any shift.

When a part-time employee works in excess of two (2) hours he shall be entitled to one (1) break not in excess of fifteen (15) minutes. If they continue to work in excess of four (4) hours they will be entitled to a thirty (30) minute unpaid break. If they continue to work in excess of six (6) hours they will be entitled to a third break not in excess of fifteen (15) minutes. If they continue to work in excess of eight and one half (8.5) hours they shall be entitled to a fourth break not to exceed fifteen (15) minutes.

21.4 A lead-hand shall be defined as a person who may perform dock work and directs the work of others while performing the duties of a lead-hand. He shall not have the authority to hire, fire, suspend, or otherwise penalize other employees and he

shall be a Union member. While driving such a person shall not exercise his lead-hand duties, however, he shall not suffer the loss of the lead-hand premium. When lead-hands are to be appointed by management a bid will be posted and the lead-hand will be selected according to qualifications and seniority. However, it will be the responsibility of management to make the final selection, provided that when qualifications are equal, the senior man will be given preference. The differential in wages for lead-hands will be a minimum of fifty (\$0.50) cents per hour over and above the regular rate of pay for his classification.

In the event that a lead-hand does work other than his duties as a lead-hand, he will receive the lead-hand premium for every hour worked.

21.5 All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this agreement.

21.6 Regular employees will have Funeral 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 of any of his normal working days that occur during the three (3) working 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) working 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) working days immediately following the day of death.

Provided the employee attends the funeral and that day is one (1) other than one (1) of the three (3) working 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, and father-in-law, son-in-law and daughter-in-law.

In the event of the death of the employee's grandfather or grandmother, which will also include his spouse's grandparents the conditions of this article will apply only if the employee attends the funeral.



## **ARTICLE 22 – VACATIONS**

22.1 Vacations are to be scheduled in blocks of complete weeks (consecutive days of work plus regular scheduled days off at the beginning, during and at the end of the consecutive days of work). The vacation period therefore will always cover a seven-day period that is all deemed to be the vacation time.

22.2 Employees completing one (1) or more years service with the company shall be granted two (2) weeks vacation with pay.

Payment for two (2) weeks vacation shall be in the amount equal to four percent (4%) of the employee's earnings of the previous calendar year.

22.3 Employees completing three (3) or more years' service with the Company shall be granted three (3) weeks vacation with pay.

Payment for three (3) weeks vacation shall be in the amount equal to six percent (6%) of the employee's annual earnings during the previous calendar year.

22.4 Employees completing nine (9) or more years' service with the Company shall be granted four (4) weeks vacation with pay.

Payment for four (4) weeks vacation shall be in the amount equal to eight percent (8%) of the employee's earnings during the previous calendar year.

22.5 Employees completing fifteen (15) or more years' service with the Company shall be granted five (5) weeks vacation with pay.

Payment for five (5) weeks vacation shall be in the amount equal to ten percent (10%) of the employee's earnings during the previous calendar year.

22.6 Employees completing twenty-three (23) or more years' service with the Company during the calendar year shall be granted six (6) weeks vacation with pay.

Payment for six (6) weeks vacation shall be in the amount equal to twelve percent (12%) of the employee's earnings during the previous calendar year.

22.7 Employees who are entitled to four (4), five (5), or six (6) weeks of vacation entitlement shall have the option of taking their normal vacation entitlement as outlined herein above or may have the option of requesting the following:

ENTITLEMENT	MANDATORY VACATION	
4 weeks vacation	3 weeks vacation	1 week vacation earnings pay
5 weeks vacation	3 weeks vacation	2 weeks vacation earnings pay
6 weeks vacation	3 weeks vacation	3 weeks vacation earnings pay

22.8 Vacation pay shall be made available to employees by direct deposit on a regular payroll. Pay will be provided in direct proportion to the number of weeks vacation being taken at that time, or if vacation earnings are taken as per the option above such earnings shall be given to the employee via direct deposit on the regular pay day, following two weeks notice by the employee to the Company.

- 22.9 (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. Senior employees may only exercise their seniority for selection once in a vacation year.
- (b) Vacation lists shall be posted on February 15<sup>th</sup> of each year and employees shall designate their choice of vacation time before March 15<sup>th</sup>. 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 1, and shall remain posted for the balance of the year.
- (c) During the Employer's prime season, May 1<sup>st</sup> to September 30<sup>th</sup>, the Company will use the following formula for determination of employees allowed on vacation at any one (1) time at each Company Terminal location.
- (d) Twenty percent (20%) in each classification to the nearest employee, up or down with a minimum of one (1) employee in each classification.
- (e) The following classifications will be recognized as separate groups for determining allocation of vacation:
- (i) Dock men
  - (ii) Pick-up and Delivery Drivers.

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

22.9 An employee laid off or leaving the employ of the Company before the completion of one (1) full year of service shall receive vacation pay in accordance with the regulations of the Canada Labour Standards Code.

22.10 Any of the Statutory holidays listed in Article 23, falling within an employee's vacation, shall be paid for at eight (8) hours at his normal rate of pay, in addition to the employee's annual vacation pay, providing the employee is available for work on his normal shift preceding and following his annual vacation.

### **ARTICLE 23 – GENERAL HOLIDAYS**

23.1 The following General Holidays will be observed:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Boxing Day
Dominion Day	Christmas Day
Remembrance Day	August Civic Holiday

23.2 Employees who are available for work on the normal shift preceding and following an observed holiday shall be paid eight (8) hours at city wage rates. If they are not available they shall not be paid, unless prior permission has been granted.

23.3 Regular employees shall be entitled to General Holiday Pay for the specified Holiday subject to the following qualifications:

- (a) No employee is entitled to be paid for a General Holiday on which he does not work when he is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar day period immediately preceding the Holiday, provided, however, that a regular employee who returns to work following absence due to sickness, leave of absence or compensation and works in a week which a General Holiday occurs shall receive pay for the General Holiday.
- (b) Employees while receiving Workers Compensation, weekly indemnity, or long term disability benefits shall not be paid for a General Holiday.
- (c) When a General Holiday falls on an employee's regular day off he shall be given either his next regular day off or his regular work day immediately prior to the holiday, and such day shall be deemed as his General Holiday.

- (d) Any of the General Holidays as listed, falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.
- 23.4 When one (1) of the observed General Holidays falls on a Sunday the proclaimed day shall be the day observed.
- 23.5 An employee shall not be entitled to pay for the aforementioned holidays until such time as he has been an employee of the Company for thirty (30) calendar days.
- 23.6 General Holidays falling on non-working days shall be paid only in accordance with Section 26 and 27 of the Canada Labour Code Standards, page 20.
- 23.7 In the event a regular employee works on his General Holiday, he shall be paid one and one half (1 ½) times his regular rate of pay, for the first four (4) hours and two (2) times his regular rate thereafter, in addition to the rate of pay as prescribed for the General Holiday and a four (4) hour guarantee shall apply.
- 23.8 In the event that the Federal or Provincial Government declare any other day as a General Holiday, then payment shall be made as in 23.2 of the Collective Agreement.

#### **ARTICLE 24 – HOURS OF WORK**

- 24.1 (a) Overtime will be paid after forty (40) hours per week or eight (8) hours per day.
- (b) The employee's work week will be five (5) consecutive days, with two (2) consecutive days of rest, except where shift changes or extenuating circumstances are involved.
- 24.2 All hours worked on an employee's day of rest shall be deemed as overtime and paid for as such.
- 24.3 The hours of work shall be reduced by eight (8) hours in any week in which a General Holiday falls.
- 24.4 (a) Overtime rates for shift work. For the first four (4) hours after the completion of the first eight (8) hours work at straight time, the overtime rate shall be one and one-half (1 ½) times the regular rate of pay for time worked per shift.

- (b) For overtime in excess of four (4) hours work, on a normal work day, the overtime rate will be two (2) times the regular rate for time worked per shift.
- (c) Overtime shall be allocated wherever possible on the basis of seniority in a voluntary manner within the various work classifications, provided the man is capable of doing the job, however, upon reaching the bottom of the list with respect to seniority the employee shall be required to work overtime.
- (d) Under normal operating conditions no employee shall be compelled to work overtime in excess of four (4) hours per week. An employee who provides the Company with three (3) days notice of intention to attend a special event will be excused from mandatory overtime.
- (e) Employees may bank an unlimited amount of hours, however time off from the bank shall be limited to a maximum of fifteen (15) days in any given year subject to the 20% provision, as outlined in article 22.8 (d). Additional time off from the bank shall be granted solely at the discretion of the Company. Banked days may be used for time off work, one or more days at a time, with advance approval.

Employees may have a pay out of banked days at any time (to be taken in five (5) day blocks), including in conjunction with regular vacation, or may be taken in a combination of payout and time off equaling or exceeding five (5) days.

Employees may carry over banked days to the year following the year in which they were banked until March 31<sup>st</sup> of the carry over year.

Unused banked days shall be paid out to the employee on the last pay period of each calendar year or the first pay period following March 31<sup>st</sup> where the employee has requested the banked days be carried over to the following year.

Banked overtime is paid out at the hourly rate in effect at the time it was earned.

Part-time hours worked to cover these absences will not accumulate to the 128 hour threshold for full time status.

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

## **ARTICLE 25 – HEALTH AND WELFARE**

25.1 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 (1<sup>st</sup>) day of the month, immediately following completion of twelve (12) months service from the date of employment with the Company.
- (c) It will be the responsibility of the employer to ensure that all employees are enrolled in the Health and Welfare Plan and for making premium remittances on their behalf. Failure of the employer to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10<sup>th</sup>) day of each month, to the Trustees will cause the employer to be liable for any claims arising thereof.
- (d) It shall be the Union’s responsibility to supply all necessary enrollment forms to the employer.
- (e) The current premium effective January 2004 is \$247.18 per month per eligible employee including the U.I.C. top up of \$9.85 per eligible employee.

The cost of the plan including any increases in the premiums during the term of this Agreement shall be funded as follows:

Effective November 1, 2004

90% by the Company - 10% by the Employee

The Company will fund 100% of the top up premium required to maintain the Weekly Indemnity Benefit at the current Unemployment Insurance Maximum. The current top up premium effective November 1, 1996 is \$9.85 per month per eligible employee.

- (f) The existing level of benefits as at date of ratification shall be maintained for the term of this Agreement.

Should premiums be increased during the term of the Agreement the Union will notify the Company in writing and the Company will adjust its remittance accordingly.

- (g) Weekly indemnity benefits will be maintained at the minimum required to qualify to the U.I.C. Premiums Reduction, with the Company paying the additional premium required and retaining the U.I.C. Premium Reduction (Employee 5/12).
- (h) The employer 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 carriers.

- 25.2 (1) Commencing November 1, 2003, regular employees as noted herein above shall begin accumulation of sick leave at the start of the pay period immediately following the date he completes one (1) year of continuous employment to a maximum of six (6) days per year, which may be used or banked to a maximum of twelve (12) days.
- (2) The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for a half (1/2) day in that month including vacation and General Holidays.
- (3) Employees absent from work due to leave of absence for any reason, or sickness or compensation, will not accumulate sick leave during this absence.
- (a) For any of the first three (3) successive days of sickness, paid sick leave shall be applied as follows:
- 1. One (1) full day's pay for the first day of sickness provided that day is a regular work day.
  - 2. One (1) full day's pay for each of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) days of sickness provided those days are regular work days.
  - 3. A day's pay for employees will be eight (8) hours pay at the regular hourly rate for his classification, or for employees working ten (10) hour days, pay will be ten (10) hours pay at the regular hourly rate for his classification.
  - 4. It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.

- (b) Any proven abuse of the Sick Leave Provision will subject the employee to immediate dismissal without recourse to the Grievance Procedure.
- (c) Sick leave may be used for family illness or emergency.
- (d) The foregoing shall become effective November 1, 2001.
- (e) A medical certificate may be required to claim benefits under the provision.

### 25.3 **Personal Leave**

- (a) Employee will provide fourteen (14) days prior written notice of personal days to be taken. Those days will be granted in accordance with the provisions of Article 22.8 (Vacation).
- (b) All employees must notify the Company in writing by December 15<sup>th</sup> of each year that all personal days above six (6) days shall be paid out at one hundred percent (100%) of the current rate of the applicable year to be paid out by January 31<sup>st</sup> in the form of a cheque or directly into an RRSP.



**ARTICLE 26 - WAGE SCHEDULE**

		November 07, 2004	October 09, 2005	November 05, 2006	October 07, 2007	November 02, 2008
26.1	Dock Employees	\$19.10	\$19.60	\$20.10	\$20.60	\$21.10
26.2	City P&D Drivers, Tractor Drivers & Short Line Drivers	\$19.20	\$19.70	\$20.20	\$20.70	\$21.20
26.3	Part Time	\$14.43	\$14.93	\$15.43	\$15.93	\$16.43

## 26.4 NEW HIRES

Effective January 1, 1991 employees hired after November 15, 1987 shall be paid in accordance with the following:

- (a) For the first (1<sup>st</sup>) six (6) months of continuous active employment the employee will be paid two dollars (\$2.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- (b) For the second (2<sup>nd</sup>) six (6) months of continuous active employment the employee will be paid one dollar and fifty cents (\$1.50) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- (c) For the third (3<sup>rd</sup>) six (6) months of continuous active employment the employee will be paid one dollar (\$1.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- (d) For the fourth (4<sup>th</sup>) six (6) months of continuous active employment the employee will be paid fifty cents (\$0.50) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
- (e) Upon completion of the second (2<sup>nd</sup>) full year of continuous active employment, employees will receive the appropriate regular hourly rate as stipulated in the Collective Agreement.
- (f) Employees will be granted vacation as stipulated in Article 22, except all regular employees hired after November 15<sup>th</sup>, 1987 will, regardless of month of hire, be deemed to have commenced employment for vacation entitlement purposes only, on December 31<sup>st</sup> of their initial calendar year of employment.
- (g) Employees will be entitled to hours of work conditions as stipulated in Article 18, Section 18.4 (a). However, the maximum of fifteen percent (15%) of the number of regular employees not on layoff may be exceeded only at such time as no employee currently on the seniority list is on call-as-required.
- (h) Conditions of Article 25.2 (Sick Leave) shall not apply.
- (i) Employees covered by this Article will not be entitled to pension contributions until the first (1<sup>st</sup>) of the month following completion of nine (9) months of employment.

## **ARTICLE 27 – UNIFORMS**

- 27.1 All P & D Drivers placed on the seniority list, shall be required to wear a uniform at a standard required by the employer, with the employer paying one hundred percent (100%) of the full cost of said uniform commencing November 1, 1999. The Company will allow all P & D Drivers to obtain a summer uniform paid one hundred percent (100%) by the Company commencing November 1, 1999. The current uniform shall be maintained and replacements shall be provided as required.
- (a) During the term of this agreement the Company will meet with a committee comprised of two (2) drivers and two (2) management personnel for the purpose of assisting the Company in developing the standards to be used for uniforms.
  - (b) The Company and the Union agree that employees will report for work clean shaven and/or in a general neat appearance.
- 27.2 It is further provided that voluntary pooling arrangements for the purchase of or rental of uniforms shall not come within the scope of this Agreement.
- 27.3 It has been agreed that employees handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, etc.) to protect the employee's person.
- 27.4 All regular full time employees shall be issued gloves and such gloves shall be replaced as required upon receipt of the worn gloves.
- 27.5 Rain gear shall be made available for yard hostellers. Employees who regularly perform the duties of yard hostellers shall be provided with coveralls and winter parkas as required.

## **ARTICLE 28 – EMPLOYEE PROTECTION**

- 28.1 When an employee goes off work ill or on compensation or a grievance is invoked on his discharge, the Company shall continue to pay his welfare fees and Union dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of three (3) months the affected employee must clear up his deficit, and upon so doing he will be eligible for a further three (3) months protection. When an employee returns to work, the Company shall deduct from his earnings any monies the employee would normally have paid. In the event an employee does not return to work and the employee refuses or neglects on demand at his last known address to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.

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.

## **WAGE PROTECTION**

### 28.2 Severance

In the event of Company closure or lay-off as outlined in the Canada Labour Code employees shall be paid in accordance with the Code irregardless of age.

### 28.3 Loss of License

- (a) Employees who suffer a loss of their driver's license for non-medical reasons, shall be allowed upon request, the opportunity to work the last posted shift in a non-driving position (seniority permitting) until such time as they regain their license (maximum one [1] year plus any administrative time requirements).
- (b) Employees who suffer a loss of drivers license due to a medical disqualification shall be allowed to use their seniority to dovetail into the dock seniority list in order to obtain work where their seniority permits.

## **ARTICLE 29 – PENSION PLAN**

The Company and the Union agree that a Pension Plan will be established for regular employees and that the Company will contribute into such Plan as follows:

### Regular Hourly Rated Employees

- (a) Effective November 7, 2004, The Company will contribute two dollars (\$2.00) for each hour to which wages are payable to the Prairie Teamsters Pension Plan. On October 9, 2005, November 5, 2006 the Company contribution will be increased by twenty-five cents (\$0.25) per hour on each of the respective dates, totalling upon November 5, 2006, two dollars and fifty (\$2.50). On October 7, 2007, the Company contribution will be increased by twenty cents (\$0.20) per hour for a total of two dollars and seventy cents (\$2.70) for the term of the Agreement and continuing thereafter.
- (b) Contributions and remittances referred to in (a) shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that month to which they

refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.

- (c) Timely payment of contributions to the Trust Funds 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:
- (d) The Union will advise the Company, in writing, of any delinquency.
- (e) If the Company has failed to respond within Forty-eight (48) hours of receipt of notification, exclusive of Saturdays and Sundays and Holidays the Union may then request a meeting with the Company to provide for payment of funds.
- (f) In the case of failure of the Company to contribute into the funds on the due date the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

#### **ARTICLE 30 – DURATION AND TERMINATION**

- 30.1 This Agreement shall be in full force and effect as the first (1<sup>st</sup>) day of November, 2004 and continue in force and effect until the thirty-first (31<sup>st</sup>) day of October 2009 and from year to year thereafter except as hereinafter provided.
- 30.2 Either party may terminate this Agreement on October 31, 2009 by notice in writing to the other party not less than ninety (90) days prior thereto.
- 30.3 Either party wishing to amend this Agreement shall give notice in writing to the other party to commence Collective Bargaining not less than ninety (90) days prior to October 31, 2009.
- 30.4 If notice to commence Collective Bargaining has been given by either party pursuant to Subsection (3) hereof, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said October 31, 2009 until fourteen (14) days after the date upon which a vote is held under the provisions of the Industrial Relations and Disputes Investigations Act.

Where any words in this Agreement impart masculine gender, such words shall include and mean the feminine gender where the sense dictates.

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**REIMER EXPRESS LINES LTD.  
(Winnipeg Terminal)  
(Hereinafter referred to as the “Company”)**

**and**

**GENERAL TEAMSTERS LOCAL UNION NO. 979  
(Hereinafter referred to as the “Union”)**

**INTERNAL ARBITRATION PROCEDURE**

The Company and the Union agree to promote good relations and a climate of cooperation, and that such cooperation require efficient and effective dispute resolution mechanisms. The parties hereby agree to an Internal Arbitration Procedure.

1. During the term of this Collective Agreement, the parties undertake to consider utilizing the Internal Arbitration Procedure for any grievance that remains unresolved after passing through all the steps of the formal grievance procedure with the exception of arbitration.
2. The internal arbitration process will consist of a single arbitrator.
3. The parties agree that the Internal Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of the grievance.

The function of the arbitrator is to hear disputes and to render decisions in accordance with the provisions of the Collective Agreement. The arbitrator has the same judicial powers as established under the Collective Agreement and a decision rendered by the arbitrator is final and binding.

4. Either party can request the Internal Arbitration Procedure. The request must be in writing to the other party.

5. In order for a grievance to be heard via this procedure, both parties must provide their consent. Failing such agreement, the grievance will be processed through the normal arbitration process outlined in the Collective Agreement.
6. The Company and the Local Union will mutually agree upon the selection of the arbitrator.
7. The rules which apply to the arbitrator are as follows:
  - a) The arbitrator shall not decide a dispute without a hearing.
  - b) The decision of the arbitrator shall be confined to the grievance referred to him and must be consistent with the provisions of the Collective Agreement, and the arbitrator shall have no power to alter, modify or amend any **part** of the Collective Agreement.
  - c) The decision of the arbitrator shall only apply to the case before him and shall not constitute a precedent for any future cases.
  - d) The arbitrator's decision shall be final and binding upon the Company, the Union and the grievor represented by the Union.

8. The arbitrator retains all powers vested by the Canada Labour Code.

Without limiting the generality of the arbitrator's discretion he may become involved in seeking agreement between the parties with respect to the facts to whatever extent the arbitrator deems appropriate and may make matters as time allocation, the need to hear witnesses and the accessibility of documenting evidence without the necessity of formal proof.

9.
  - a) In all discharge and discipline cases, the initial onus of proof lies with the Company to substantiate the penalty.
  - b) In all cases involving a Company grievance, the initial onus of proof lies with the Company to substantiate the grievance.

- c) In all other cases, the initial onus of proof rests with the Union to substantiate the grievance.
  - d)
    - i) The party saddled with the initial onus of proof makes the first presentation regarding the merits of the case.
    - ii) The first presentation shall include evidence as to the facts in dispute, the disputed evidence and arguments of the case.
    - iii) Once the first party has properly presented its case, the onus then shifts to the other party to make its formal presentation of disputed evidence and arguments.
    - iv) In the presentation of evidence, the witness may be:
      - a) questioned by the party presenting evidence
      - b) cross-examined by the other party
      - c) re-examined by the other party
      - d) questioned by the Arbitrator.
      - e) After all evidence is presented by the parties, they will then present their closing arguments.
10. The arbitrator will render a verbal decision immediately upon the completion of the hearing or at the latest within five (5) working days. A brief written decision of no more than three (3) pages will be forwarded to the parties within ten (10) working days from the end of the hearing.
11. The rules which apply to the pre-hearing preparation are as follows:
- a) Prior to the commencement of the hearing, the parties will provide the arbitrator with a joint Agreement Statement of Facts. The Agreed Statement of Facts will consist of two sections. The first section will include all facts that can be mutually agreed upon. The second section



should outline all facts of the dispute, assertions that cannot be mutually agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case and the remedy sought by the grieving party.

- b) In developing the Agreed Statement of Facts, the parties will be in a position to determine whether there is any dispute with respect to facts material to the merits of the grievance. Before witnesses are called, the parties will outline to the arbitrator the evidence to be introduced through each witness. The arbitrator shall advise the parties which **parts** of the evidence so outlined appear to have material bearing on the grievance, and shall make such rulings as are appropriate to avoid testimony that is irrelevant or repetitious. Witnesses will be examined and cross-examined under oath, with their evidence limited to the facts as are agreed by the parties or determined by the arbitrator to be relevant to the issue in dispute. If there is no material disagreement of fact which, in the opinion of the arbitrator, is pertinent to the outcome of the case, the parties shall proceed directly to the argument of their positions.

12. **General Understandings**

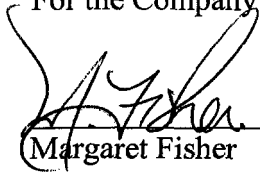
- a) The parties will make all representations at the hearing without legal counsel.
- b) The arbitrator will set time limits for both parties to make opening statements, present evidence, cross examine, have rebuttal and closing arguments. The hearing format will not exceed eight (8) hours. It is at the arbitrator's discretion to shorten such times.
- c) All decisions by the arbitrator are without precedent or prejudice to future proceedings unless otherwise agreed in writing by the parties and shall not be produced at any other internal or external hearing for any reason whatsoever.
- d) The parties will bear the cost of the Internal Arbitration equally.

**APPENDIX "A"**

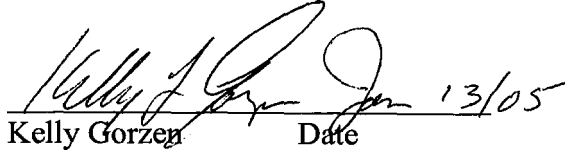
<b>ARTICLES OF COLLECTIVE AGREEMENT WHICH APPLY TO</b>	
<b>OWNER OPERATORS</b>	<b>DOCK WORKERS</b>
1.1/1.2	1.1/12
2.1	2.1
3.1/3.2/3.3	3.1/3.2/3.3
4.1/4.2/4.3/4.4/4.5/4.6	4.1/4.2/4.3/4.4/4.5/4.6
6	
7 – all inclusive	7 – all inclusive
8 – all inclusive	8 – all inclusive
9 – all inclusive	9 – all inclusive
10 – all inclusive	10 – all inclusive
11 – all inclusive	11 – all inclusive
12 – all inclusive	12 – all inclusive
13 – all inclusive	13 – all inclusive
14 – all inclusive	14 – all inclusive
15 – all inclusive	15 – all inclusive
16 – all inclusive	16 – all inclusive
	21.1/21.6
	23.1
	24.1 (A)
30 – all inclusive	30 – all inclusive

Signed, in the City of Winnipeg

For the Company

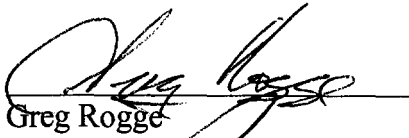
  
Margaret Fisher Date Jan 7/05.

For the Union

  
Kelly Gorzen Date Jan 13/05

  
Clayton Gording

Ed Wiebe

  
Greg Rogge

Glen Babcock

  
Paul Hildebrand

Jamie Macpherson

Jeff Porcher