

SOURCE	Union		
EFF.	93	03	27
TERM.	96	03	23
No. OF EMPLOYEES	100		
INCOME D'EMPLOYÉS	ll		

**COLLECTIVE AGREEMENT BETWEEN:**

**HORNE & PITFIELD INC.**

**CALGARY**

**AND**

**MISCELLANEOUS EMPLOYEES  
LOCAL UNION 987  
CALGARY, ALBERTA**

FEB 16 1995

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## **SECTION 1**

**WHEREAS** the Company and the Union desire to cooperate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Company and its employees covered by this Agreement, and to provide methods for a fair and peaceable adjustment of all disputes which may arise between them, so as to secure full employment, uninterrupted operation and general stabilization of employment and industry.

## **SECTION 2**

The Union guarantees that its members will faithfully and diligently perform their respective duties for the Company, and will, at all times, carry out their individual responsibilities according to the regulations, methods and systems **of** the Company, provided that such regulations, methods and systems are not inconsistent with the provisions of this Collective Agreement.

## **SECTION 3 - BARGAINING AGENCY**

The Union **is** recognized as the bargaining agent for all employees, with the exception of office staff and those in supervisory capacity under the jurisdiction of this Agreement, and working in the warehouse at Calgary.

## **SECTION 4 - DEDUCTION OF UNION DUES**

- (a) Upon request from the employee, the Employer agrees to deduct and pay to the Secretary Treasurer of the Union, on or before the fifteenth (15th) day of each month, out of wages due to each employee, the Union dues and initiation fees of such employee.

In the case of new employees, the written request shall be required as a condition of continued employment, after the first thirty (30) days of employment.

- (b) **The** Company may employ part time employees under the following conditions:
1. To supplement the regular work force, to provide additional help on an incidental basis to cover peak work periods, and other such times as necessary such as vacation relief;
  2. Providing that the part time employee will not take the place of a full time employee;
  3. Each part time employee shall, **as** a condition of continuing employment, pay each month Union dues in accordance with Section 4 of this Agreement.

4. Each part time employee under the condition of Clause 1, shall not:
  - a) acme seniority rights;
  - b) be entitled to benefits normally granted other employees;
  - c) be guaranteed a minimum of hours per week.
5. ~~Part~~ time employees will be employed under the classification and at wage rates as stipulated in Appendix "A".
6. Merit ~~and~~ ability being adequate senior part time employees shall be given first opportunity to qualify as regular full time employees.

## SECTION 5 - BASIC WORK WEEK

The basic work week for ~~all~~ employees coming under this Agreement shall be:

- (a) ~~Forty~~ (40) hours per week, consisting of five ~~(5)~~eight (8) hour days, with either Saturday or Monday off, as scheduled by the Employer.
- (b) Hours worked in excess of those as set forth in (a) of this Section shall be compensated for at the overtime rate of time and one half (1-1/2).
- (c) All overtime shall be performed only after authorization by the Employer.
- (d) ~~All~~ employees called back to work shall be guaranteed four hours work at the applicable overtime rate. Should the work be completed before the expiry of four hours then other work will be assigned unless the employee elects to leave in which case they shall be paid only for hours worked.

Employees called in shall be guaranteed four hours work at the applicable rate and shall also be paid only for those hours worked should they elect to leave prior to the expiry of the four hours.

- (e) Hours of work worked in excess of those set forth in this Section shall be compensated for at a time and one half (1-1/2) the regular hourly rate for the first ~~three~~ hours and double time thereafter in any one day. ~~All~~ work performed on Sunday that is additional to the employee's basic work week shall be paid for at double the regular hourly rate. All employees shall be guaranteed a minimum of ten (10) hours between ~~shifts~~.

employee's basic work week shall be paid for at double the regular hourly rate. All employees shall be guaranteed a minimum of ten (10) hours between shifts.

- (f) The Employer shall notify employees **of** a shift delay no later than two (**2**) hours prior to the time the shift is scheduled to start. Notification shall be completed by the employer with the steward or other member present or notification may be delegated to the shop steward or other member. The responsibility to notify shall be deemed to be fulfilled if there is no answer or the response is an answering machine.

Should notification not occur prior to the time the shift is scheduled to *start* and the employee reports to work on time then he will be provided work and paid from his shift start time and will be allowed to complete his regular shift unless the employee elects to leave in which case he will only be paid for time worked, if any.

Except in cases of emergency all overtime will be scheduled at least eight (8) hours in advance.

In non-emergency situations overtime will be offered in order of seniority within department and shift. If there are no volunteers, then the required overtime will be allocated in order **of** reverse seniority. Except in circumstances beyond the Employer's control, eight (**8**) hours' notice **of** required overtime shall be given.

There shall be no split shifts.

- (g) If non-emergency overtime of 2 hours or more is not scheduled in advance, a meal allowance of five dollars (\$5.00) shall be paid.
- (h) The foregoing basic work week shall not apply to Over-the-Road Drivers.

## **SECTION 6**

Attached and forming **part** of this Agreement is Appendix "A" Wage Scale and Classifications setting forth the wage rates and classifications for the employees covered by this Collective Agreement.

## **SECTION 7 - HIGHER RATE TO BE PAID WHILE FILLING VACANCIES**

- (a) If the rate of pay for the job to which the employee is transferred is less than the employee's regular pay, the employee shall receive his own regular rate **of** pay.
- (b) If the rate of pay for the job to which the employee is transferred is higher than the employee's regular pay, the employee shall receive the higher rate of pay to the job to which he is temporarily transferred. This shall apply to all drivers as well.

## SECTION 8 - VACATIONS

- (a) Regular employees shall be granted vacations as follows:
1. Employees with one (1) year of continuous service or more, two (2) weeks' vacation with pay.
  2. Employees with three (3) years of continuous service or more, three (3) weeks' vacation with pay.
  3. Employees with eight (8) years of continuous service or more, four (4) weeks' vacation with pay.
  4. Employees with thirteen (13) years of continuous service or more, five (5) weeks' vacation with pay.
  5. Employees with eighteen (18) years of continuous service or more, six (6) weeks' vacation with pay.
- (b)
1. Prime time vacation shall be granted in the months May through August.
  2. Vacation will be administered by providing each employee within a department a choice of two (2) weeks' vacation on the basis of seniority. Any additional vacation entitlement will be chosen on the same basis of seniority only **after** all employees have made their first choice by the deadline.

The Employer retains the right to limit the number of individuals on vacation in any department.

Prior to employees making their first and subsequent vacation selections for the calendar year any unused vacation will be chosen outside of prime time by employees who have unused vacation. This will be accomplished by seniority within department and occur between December 1st and December 7th of each year.

**All** employees within a department are required to make their first two (2) weeks' vacation choice before January First (1) of the calendar year and any subsequent choice by February First (1) of the calendar year.

Vacation choices not made or any unreasonable length of time taken to make a choice will result in a loss of seniority for vacation purposes. Any vacation entitlement not chosen in any employee's vacation year may be scheduled by the Employer.

3. Vacation pay for drivers entitled to two (2) weeks' vacation shall be paid on the basis of four percent (4%) of the employee's gross earnings and those entitled to three (3), four (4), five (5), or six (6) weeks' vacation shall be compensated on the basis of six percent (6%), eight percent (8%), ten percent (10%) and twelve percent (12%) respectively of their gross earnings.
4. Employees leaving on vacation will not be required to work overtime on their last day of work prior to proceeding on vacation.

### **SECTION 9 - STATUTORY HOLIDAYS OCCURRING DURING VACATION**

When a statutory holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one which the employee would have received had the employee been working and shall be taken on the first day the employee would normally be returning to work or any day mutually agreed.

### **SECTION 10 - GENERAL HOLIDAYS**

- (a) The following shall be considered as holidays with pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Monday
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

- (b) When a general holiday is observed on a Saturday or a regular day or days of rest, another day or days shall be granted for the holiday, or pay given in lieu of holiday(s).

When an employee is granted another day for such holiday, unless otherwise mutually agreed, the day off will be scheduled on a Monday or Friday, as soon as practical to provide for the efficient operation of the warehouse, in the weeks surrounding the week of the general holiday.

- (c) Employees absent on their regularly scheduled work day before and/or after a holiday, shall not be paid for the holiday unless for injury or illness supported by a medical doctor's certificate.
- (d) All work performed on a general holiday shall be compensated for at one and one half (1-1/2) times the employee's regular rate of pay, plus pay for the holiday. All work performed on Sunday shall be compensated for at double the employee's regular rate of pay.

For employees whose normal day of work is Sunday, general holidays occurring on Monday and worked will be compensated for by giving Sunday off in lieu of time worked on the Monday.

## **SECTION 11 - PREMIUMS**

- (a) A shift premium of sixty-five (65) cents shall be paid on all hours worked between the hours of 5:00 p.m. and 6:00 a.m. in addition to the employee's regular hourly rate.
- (b) Sixty-five (65) cents per hour shall be paid in addition to the employee's regular hourly rate to the designated Freezerman. Suitable protective clothing shall be provided by the Company for the Freezerman.

## **SECTION 12 - SENIORITY**

- (a) Seniority shall be based on the length of full time service within the bargaining unit and, following the signing of this Agreement and twice per year thereafter, a seniority list shall be posted in a position where all employees have access to it. The ranking individuals on the seniority list shall be final unless grieved within 30 days.
  - 1. A separate seniority list will be posted for:
    - (a) Grocery Warehouse/Cash & Carry employees
    - (b) Produce and Perishables Warehouse
    - (c) Over-The-Road **and** City Drivers
  - 2. All contract vacancies at the branch shall be posted on the bulletin board.
- (b) A probationary period of three (3) months shall apply in the case of each new employee, during which time seniority shall not apply, and such employee may be let go without reference to seniority.

After three (3) months' probation period, the employee shall be entitled to the rank of seniority as the date the employee becomes a full time employee.

Employees who move from part time status to full time status shall serve a minimum of one (1) week's probation. Employees moved to full time status during their three (3) month probation period shall continue in this probation provided that they serve at least one (1) week's probation as full time.

- (c) Should a reduction in staff become necessary, the Company will retain senior employees, merit and ability being adequate. Any employee laid off will be offered an opportunity to return to work in order of seniority; merit and ability being considered.

When job vacancies occur and the Employer requires replacements, or when the Employer creates new job classifications, they shall be posted within five (5) days of the vacancy and remain posted for four (4) days. All postings will be awarded on the basis of seniority provided ability is adequate. The results of such posting will be granted within three (3) days of the end of the four (4) days. Employees on vacation shall have the right to bid on postings upon their return. No job will be changed on a permanent basis unless it is posted for bids. When a job change involves two (2) departments, overall seniority of bids will decide the posting. Temporary appointments shall be made in order of seniority, ability being adequate.

If there is not a suitable applicant, the Company may transfer or promote any employee from any other department or hire a new employee to fill the job.

When a position is eliminated, an employee so affected may bump a junior employee within his or her department. If he or she is junior in that department, then the junior employee in the bargaining unit will be laid off, merit and ability being adequate. A signed copy of all job postings shall be forwarded to the Union Office.

- (d) The seniority of an employee will be considered broken, all rights forfeited and the Employer is under no obligation to rehire when he:
1. Voluntarily leaves the service of the Employer or is discharged for cause.
  2. Fails, after one weeks notice by registered mail to return to work when recalled. Reasonable notice on the part of the Company will consist of addressing a letter to the individual at his last known address and furnishing a copy thereof to the Union Office.

#### Inter Branch Transfers

Notwithstanding anything herein contained, the Company has the right at any time to transfer from any other bargaining units covered by this Collective Agreement. After the employee has completed one full year of service in the new branch, the employee's original seniority plus the one year will be credited to him/her.

#### Departmental Transfers

In the case of applications for vacancies of new job classifications, the transferred employee shall only be credited with the seniority he has earned in the department in which the vacancy or new job classification has occurred.

### **SECTION 13 - DISCIPLINE AND DISCHARGE**

Disciplinary suspensions shall be consecutive and served within 2 working days of the infraction.



The Company reserves the right to discharge any employee coming under the jurisdiction of this contract for just cause. No member of the Union shall be discharged or discriminated against because of membership or activities in the Union.

The Management of the branch and direction of the working force, including the right to hire, suspend or discharge for any just cause, to assign to jobs to transfer employees within and without the branch, to increase or decrease the working force, to determine the products to be handled, produced or manufactured, the schedule of production and the methods, processes and means of production or handling, is vested exclusively in the Company provided that this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.

#### **SECTION 14 - UNION MEETINGS**

Upon any question being submitted to the Employer by the Union Committee, regarding the interpretation of the terms of this Agreement, any interpretation agreed upon shall be signed jointly by an official of the Company and the Chairman or Secretary of the Union.

The Committee of the Union shall at all times present the Company's side of all questions to its members as well as its own, and the Union further agrees that discussion amongst employees of Union matters will not be undertaken during the Company's working hours.

The accredited representative of the Union may visit the plant; however, no Union business will be conducted on Company time.

#### **SECTION 15 - STRIKES AND LOCKOUTS**

It is agreed that there shall be no strike or lockout during the term of this Agreement. No employee shall be required to cross any legal picket line.

#### **SECTION 16 - GRIEVANCE PROCEDURE**

Any complaint, disagreement or difference of opinion between the Company, the Union, or the employees covered by this Contract, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. Any employee, the Shop Steward, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

**STEP ONE:** By a discussion between the employee and/or Shop Steward and his immediate supervisor. If a satisfactory settlement cannot be reached, then;

- STEP TWO:** The employee and the Shop Steward may then take the matter **up** with the Warehouse Manager. If a satisfactory settlement cannot be reached, then;
- STEP THREE:** The grievance shall be submitted in writing to the Branch Manager on a form supplied by the Union for discussion between the Branch Manager, Shop Steward and Union representative. If a satisfactory settlement cannot be reached, then;
- STEP FOUR:** The Union representative or representatives may take the matter up with the Company official designated by the Company to handle Labour Relations matters. If a satisfactory settlement cannot be reached, the matter may then be referred to the Board of Arbitration established by Section 17.

## **SECTION 17 - BOARD OF ARBITRATION**

All controversies as to the interpretation and application of this Agreement that cannot be settled by the representative of the Company and the Union shall be submitted to the Board of Arbitration. The Board shall be composed of

- One (1) Company representative,
- One (1) Union representative, and
- One (1) person acceptable to both the Company and the Union, who shall act as Chairman.

It is agreed that the expense of the impartial Chairman shall be equally borne by both the Union and the Company. No person shall serve on this Board of Arbitration if he is involved directly in the controversy under local consideration. Grievances taken before the Arbitration Board shall be submitted in writing and shall specify clearly the nature of the grievance. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement or any of its parts; the Board may, however, interpret the provisions of this Agreement.

## **SECTION 18 - GENERAL PROVISIONS**

A driver shall be eligible for his first Company uniform on completion of three (3) months' employment. He will receive two (2) complete uniforms initially, of which he will pay for one. Payment for this uniform will be refunded on completion of one year's service as a driver. A uniform will consist of one jacket, four pairs of pants, six shirts, and a winter jacket. This uniform will be supplied to all drivers every second year.

All drivers, after three (3) months shall be required to wear full Company uniforms when on duty. Failure to do so shall be cause for disciplinary action.

An initial footwear allowance of forty-five dollars (\$45.00) and subsequent thirty dollars (\$30.00) and every eighteen (18) months thereafter will be provided to all employees who supply valid receipts for safety footwear required by the company.

The present practice of providing parking for employees' vehicles shall be maintained.

Management personnel shall not perform duties of persons they supervise except in the event of an unscheduled absence of employees.

Senior employees working the afternoon and night shift shall have the first opportunity to work the day shift during periods of vacation, Workers' Compensation, or Weekly Indemnity, where possible under operating requirements, provided the individual is qualified and provided not more than one individual per shift relieves on this basis.

Senior employees within the department will be given first opportunity to fill temporary positions.

The Company shall supply smocks for the Cash and Carry staff. If Cash & Carry employees are required to wear uniforms, the Employer will provide the uniform at no cost to the employee.

The Management agrees to hold, as required, a meeting of the Shop Stewards and Management department heads, to discuss all difficulties that may arise, as well as discuss the good and welfare of the Company and its employees.

- (a) A Safety Committee shall be established during the term of the Collective Agreement.
- (b) The Company shall make provisions for the safety and health of its employees during working hours, in accordance with the provision of the Occupational Health and Welfare Act.
- (c) The Union may, from time to time, bring to the attention of the Company recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Company and the Union, but not subject to Section 17 of this Agreement.
- (d) The Company shall supply rubber boots, gloves and aprons without cost to the employee handling wet merchandise. This apparel shall at *all* times remain the property of the Company and be kept on Company premises and shall be properly taken care of by the employees.

Employees shall have the right to have a Shop Steward or mutually agreed upon third party present if he or she is to be reprimanded.



## **SECTION 19 - SICK PAY**

Full-time employees shall accrue one half (1/2) day per month paid sick leave, to a maximum of twelve (12) days.

The Employer may require a medical doctor's certificate when use of sick hours may be excessive.

## **SECTION 20 - BEREAVEMENT LEAVE**

In the event of a death in the immediate family, an employee will be granted a leave of absence for purposes of attending the funeral. The length of such absence with pay shall be at the discretion of the Employer for scheduled days of work missed by the employee. The term "immediate family" shall mean Spouse, Parent, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparents, Uncles and Aunts.

### Jury Duty

If any employee is called and is required to serve on Jury Duty or as a crown witness on his normal working day, the Employer agrees to pay the equivalent of the regular rate at straight time, less the amount of Jury Duty or Crown Witness pay received. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours spent on **Jury** Duty or material witness and actual work on the job in the warehouse in one day shall not exceed a regular day's pay for purpose of establishing the basic work day.

Employees on Jury Duty shall contact the Employer immediately following **Jury** Duty to indicate the availability for work; however, notwithstanding the foregoing, **an** individual on Jury Duty shall have eight (8) hours rest before returning to work.

### Leave of Absence

Leave of absence without pay may be granted at the discretion of the Company.


## **SECTION 21- DURATION, TERMINATION AND AMENDMENTS**

- (a) This Agreement shall be in full force and effect as of the 27th day of March 1993 and continue in full force and effect through the 23rd day of March 1996 and from year to year thereafter except as hereinafter provided..
- (b) Either party may terminate this agreement on any termination date, by notice in writing to the other party, not less than sixty (60) days prior to such termination date,

- (c) Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days or more than ninety (90) days prior to the termination date of this Agreement.
- (d) If notice to negotiate, following any notice to terminate, has been given by either party prior to the date of such termination, or if notice to amend has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said termination date, until fourteen (14) days after the date upon which a vote is held under the provisions of the Alberta Labour Relations Act (1980) on the acceptance or rejection of a Mediator's Award.
- (e) Any conclusion reached in the aforementioned negotiations shall be made retroactive to the said termination date.

SIGNED at Calgary, Alberta, this 13<sup>th</sup> day of December,  
 1994

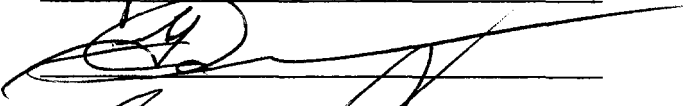
ON BEHALF OF THE COMPANY

  
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**Horne & Pitfield Inc.**

**Calgary**

ON BEHALF OF THE UNION

Clyde McCallum  
  
 \_\_\_\_\_  
 \_\_\_\_\_

**Miscellaneous Employees Teamsters**

**Local 987, Calgary, Alberta**

**APPENDIX "A"**

**WAGE SCALE AND CLASSIFICATIONS**

-----**H O U R L Y   R A T E S**-----

<b><u>Job Code</u></b>	<b><u>Classification</u></b>	<b><u>Hired Before March 22/92</u></b>	<b><u>Hired After After Feb. 12/94</u></b>
70	<b>Warehousemen &amp; Pickers</b>	<b>\$</b>	<b>\$</b>
	1st <del>Six</del> Months	13.15	11.50
	2nd <del>Six</del> Months	13.80	11.50
	Thereafter	15.11	11.50
73	<b>Fork-Lift Operator</b>	16.04	16.04
71	<b>Shippers</b>	16.65	16.65
72	<b>Receivers</b>	16.65	16.65
74	<b>Maintenance Man</b>	16.65	16.65
75	<b>Cashiers &amp; Repack Hands</b>		
	1st <del>Six</del> Months	13.61	9.50
	2nd <del>Six</del> Months	13.73	9.50
	Thereafter	14.42	9.50
81	<b>Truck Drivers</b>		
	1st <del>Six</del> Months	15.24	15.24
	2nd <del>Six</del> Months	15.36	15.36
	Thereafter	16.04	16.04
82	<b>Country Tractor/Trailer</b>		
	(When applicable)	16.46	16.46
76	<b>Produce Repack Hands</b>		
	1st <del>Six</del> Months	12.24	9.50
	2nd <del>Six</del> Months	12.38	9.50
	Thereafter	12.50	9.50

## APPENDIX "A"

### WAGE SCALE AND CLASSIFICATIONS

A lump sum payment equal to 1.5% of regular earnings (not including overtime or premiums etc.) for the previous calendar year for all employees of record February 1, 1995 to be payable as soon as possible following the anniversary of the contract. Efforts will be made to minimize source deductions for this amount and to provide it in the form of a handwritten cheque.

The company agrees that employees hired prior to ratification will not be laid off or have hours reduced solely for the purpose of replacing them with new hires at a lower rate.

## APPENDIX "B"

### OVER-THE-ROAD DRIVERS

- (a) Over-the-Road Drivers' working hours, conditions, etc. shall be taken to read as in the general body of this Agreement unless stipulated otherwise in the OTRD appendix.
- (b) Over-the-Road Drivers' work week shall be five (5) ten (10) hour days with either Saturday or Monday off, as scheduled by the Employer.
- (c) OTR Drivers shall be paid at the established rate for all kilometres driven in a day. Drivers not exceeding 645 kilometres in a day but who exceed 10 hours of work (including start-up and shut-down time) shall receive 1-1/2 times the hourly rate for the first 3 hours over 10 and double-time thereafter. Drivers exceeding 645 kilometres in a day shall receive 1-1/2 times the rate for each kilometres over 645 or the hourly rate, whichever is the greater.

#### Tractor/Trailer Drivers Operating Outside the City Limits

It is agreed that Tractor/Trailer Drivers who are scheduled to make deliveries outside the city limits shall be compensated according to the following understanding:

- a) Rate per km. - warehouse and return - the number of kilometres between warehouse and return for the purpose of compensating drivers. The mileage rate to be paid shall be 30¢ per kilometre.
- (b) Delivery and pick-up in addition to the mileage rate there shall be a payment of \$11.00 per truckload for delivery plus \$4.00 for each delivery stop required to be made in excess of three per truckload and \$5.50 for each truckload picked up or \$1.00 per 100 cases or equivalent, to a maximum of \$11.00 per pick-up, whichever is the greater.

**Expenses:** Drivers required to lay over shall be paid reasonable out-of-pocket expenses for meals and hotel where necessary together with any other expenses necessary for the operation of the truck such as emergency telephone calls, bridge tolls, etc. All expenses must be submitted by the driver on the Company's expense claim forms, supported by receipts for reimbursement.

- (c) Time and one half (1-1/2) the mileage rate shall be paid for all kilometres over six hundred forty-five (645) in one (1) day or time and one half (1-1/2) the driver's hourly rate of pay after ten (10) hours, whichever is greater.

Drivers who do not drive six hundred forty-five (645) kilometres in any one day shall be paid for hours of work and overtime in accordance with the provisions of the Board of Industrial Relations Order No. 50 (1973).



- (d) **Waiting time:** For all time spent en route where it is necessary for the driver to wait for equipment to be repaired, or for roads to be cleared, he shall be paid at the established hourly rate with a maximum of ten (10) hours pay for waiting time in each twenty-four (24) hour period.
- (e) It is agreed that drivers paid on the above mileage and load basis shall be guaranteed earnings not less than the City Driver's earnings as set forth in the Collective Agreement.
- (f) A driver booking on mileage basis only may claim one (1) hour in total for warm-up and shut-down time in addition to kilometres. Anything above this hour must have Management's prior authorization.
- (g) An OTRD is defined as a driver whose work driving takes him outside city limits at least 3 full days per week or who claims mileage payment for 3 or more full days.
- (h) All OTR Drivers will, at the commencement of this Agreement be assigned on a permanent basis to the runs they have been driving on a regular basis. A driver will retain these runs until such time as he accepts other run(s). All new runs will be posted for bid by seniority. However, the Company reserves the right to add to or delete from the assigned run and change drivers on a particular run if the assigned driver is unable to execute it in a reasonable time. The Company also reserves the right to delete or change runs from time to time as business patterns and development demand.
- (i) If a driver's departure of start-time (a) is delayed, he shall be given 3 hours' notice thereof. If the new departure time (b) is again delayed, the driver shall be paid at 1/2 regular hourly rate from (b) until actual time of departure.
- (j) In case of temporary reduction or change in trips or run or combining of two runs, the driver of the furthest point of the runs involved shall have first chance at the new run. If there is a run deleted because of this temporary condition and the junior driver is without a run temporarily, he will be given the opportunity to work in the warehouse at his normal rate of pay to complete eight (8) hours in that day. If he refuses such work, he shall receive no pay.

When a run is permanently rescheduled, the present driver has first opportunity to retain said run.

When a vacation relief driver replaces a regular driver, he performs all duties usually performed by the regular driver.

Senior OTR drivers shall have the option to fill temporary vacancies due to short or long term disability, compensation, etc. of one (1) week or more, or remaining on their own runs. Spare board drivers' primary function is vacation relief.

Vacation relief drivers' primary function is vacation relief.

- (k) Since the OTR Driver's normal day is 10 hours, such drivers shall receive 10 hours pay where entitled to be paid on days not worked (e.g., sick, vacation, etc.).
- (l) Any pick-up from a store of **more** than 100 cases shall be classified **as** a backload and paid accordingly.
- (m) OTR Drivers for general holiday pay shall receive pay on the average for that particular day for the past 4 weeks.


LETTER OF UNDERSTANDING

The company and union agree to meet to establish appropriate pay rates when new classifications are introduced.

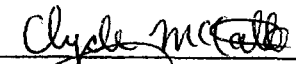
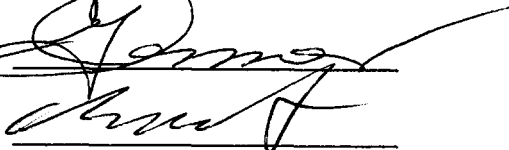
Term of Agreement: 27th day of March 1993 to the 23rd day of March 1996.


Dated at Calgary Alberta, this 13<sup>th</sup> day of Dec. 1994

For the Employer

  
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For the Union

  
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Mediator