

**COLLECTIVE AGREEMENT**

BETWEEN:

**BYERS TRANSPORT LIMITED**  
**(Office Personnel)**  
(hereinafter referred to as the "Company")  
OF THE FIRST PART

AND:

**WESTERN CANADA COUNCIL of TEAMSTERS**  
representing  
General Teamsters, Local Union No. 362  
Teamsters Local Union No. 31, and  
Teamsters Local Union No. 213  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

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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.

#### **ARTICLE NO. 1 - PURPOSE**

- 1.1 It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate, individually and collectively for the advancement of conditions and to enhance the Company's business.
- 1.2 Wherever the masculine gender is used in the Agreement, it shall also be construed as meaning the feminine gender, if applicable. Similarly, wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.
- 1.3 Consistent with the provisions of the Human Rights Act of Canada, the Company and the Union recognize the right of employees to work in an environment free from discrimination and/or harassment, including sexual harassment.
  - a. The Company and the Union shall take such actions as are required with respect to any person engaging in harassment, including sexual harassment, at the work place.
  - b. Further, the Company and the Union support the fostering of a non-sexist environment.

#### **ARTICLE NO. 2 - RECOGNITION**

- 2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in this bargaining unit which shall be all employees so defined in the work categories of this Agreement and the order of the Canada Labour Relations Board, dated July 2nd, 1993 - "all office and clerical employees of Byers Transport Limited, excluding sales, safety, shop and maintenance personnel, chief accountant, dispatcher, supervisors and those above".

#### **ARTICLE NO. 3 - UNION SECURITY**

- 3.1 It is agreed that all employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union.
- 3.2 It is further agreed that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, become and remain members of the Union.
- 3.3 The Company agrees to deduct the amount of monthly dues from the pay of all probationary employees. The Company also agrees to deduct Union dues, fees, and assessments legally levied, and Initiation Fees from the pay of all employees who have completed the first thirty (30) calendar days of employment and who have signed proper authorization cards authorizing such deductions.

The Union shall supply the Company with authorization cards and each employee shall sign an authorization card on the initial date of hire. The Company shall remit all such deductions to the Union prior to the fifteenth (15<sup>th</sup>) day of each month following the month in which the deductions were made. Dues will be payable one (1) month in advance.

- 3.4 The Company shall advise the Union of new employees taken into employment by the Company. Within fourteen (14) days of their being hired the Company shall forward the signed authorization cards to the Local Union involved and this shall constitute said notification.
- 3.5 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 NO. 4 - MANAGEMENT RIGHTS**

- 4.1 The Company shall always have the right to employ, transfer, promote, demote, discipline, and discharge employees, provided however, that no employee shall be demoted, disciplined or discharged except for proper cause.
- 4.2 The Union recognizes the exclusive right of the Company to manage and direct its business in all respects, to allocate work, and to alter from time to time rules and regulations to be observed by employees, which rules shall be posted; to maintain order and efficiency in its plants, terminals and offices and to determine the location of its plants, terminals, offices and equipment. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its plants, Terminals or offices.
- 4.3 An employee will receive a copy of any written reprimand, incident report, or warning letter, placed on his file, with a copy to the Union and the Office Steward. The incident causing such written reprimand, incident report or warning letter, will not be used to compound other disciplinary action taken against the employee if the written reprimand, incident report, or warning letter is more than twelve (12) months old. Any unrecorded reprimands or warnings will not be used for disciplinary action.
- 4.4 An employee, upon request to the Company, shall have access to and review the Company's personnel file pertaining to her. The file will be made available at a time convenient to the Company, however, it shall be within three (3) work days of such request.

Access shall also be given to the Union representative provided written permission from the employee is provided.

#### **ARTICLE NO. 5 - UNION REPRESENTATION**

- 5.1 The Company shall recognize the representatives selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive representative(s) of all employees within the bargaining unit.
- 5.2 Authorized representatives of the Union will request and have access to the Company's premises during working hours for the purpose of investigating conditions related to the Agreement. Such visits will not unduly interfere with normal work practises.
- 5.3 The Union shall appoint or elect Office Stewards and shall notify the Company, in writing, of such appointments or election. The Company shall recognize Office Stewards and shall not discriminate against them for lawful Union activity. The Company shall notify the Union prior to the dismissal of an Office Steward.
- 5.4 The Company shall not discharge, discipline, or otherwise discriminate against any employee for membership in the Union, or for exercising rights provided by this Agreement.

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

## **ARTICLE NO. 6 - DEFINITION OF EMPLOYEES**

- 6.1 **Regular Employees -** A Regular Employee shall be considered as such an employee of the Company when and as long as:
- a. Employee makes himself or herself available to the Company for full-time employment, or as he or she may be needed.
  - b. Employee recognizes the Company as his or her sole employer
  - c. Employee has no outside employment which will, in any manner, interfere or reflect upon his or her employment with the Company.
  - d. Employee has fully qualified in regard to the Company-approved physical examinations or other normal Company requirements.

Any employee who meets the above minimum standards shall be classified as a Regular Employee.

- 6.2 **Part-time Employees -** a part time employee shall:

- a. be hired on an incidental or temporary basis or for the purpose of performing such work loads on a part-time basis, as is common to the Motor Carrier Industry.
- b. not be covered under the Health and Welfare Plan.
- c. Upon completion of one hundred and twenty-eight (128) hours work within any thirty (30) consecutive calendar days an employee shall be a Regular Employee and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that thirty (30) calendar day period.

- 6.3 All regular employees shall be considered as Probationary Employees for the first ninety (90) calendar days from date of hire. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid-off for lack of work or discharged during the probationary period. Upon the completion of the ninety (90) calendar day probationary period such employee shall be listed on the Seniority List according to the date of hire.

- 6.4 Supervisors, who may need to perform some bargaining unit work, as part of their daily routine, may do so unless such practise causes the reduction of bargaining unit work and/or the layoff of bargaining unit members.

Supervisors who do bargaining unit work will not be allowed to spend anymore than twenty-five percent (25%) of their daily routine doing such work. It is understood that identified supervisors currently performing in excess of twenty-five percent (25%) of bargaining unit work may continue to do so until such time as they leave the Company.

- 6.5 All employees who are hired for Vacation Relief, during the vacation season (May 1 to October 31) shall be Vacation Relief Employees. Part-time employees will be given first opportunity to be Vacation Relief Employees. Such employees will be excluded from recall provisions and Article 6.2 (c). Said employees will not be eligible for Health and Welfare benefits, however the start date of their Vacation Relief shall be used in determining the eligible period should the employee advance to full-time status.

#### **ARTICLE NO. 7 - HOURS OF WORK, SHIFTS, OVERTIME, CALL-OUT**

- 7.1 a. Seven and one-half (7½) hours within eight (8) consecutive hours shall constitute one (1) full days work; thirty-seven and one-half (37½) hours and five (5) consecutive days shall constitute one (1) full week's work, until further notice the Company's existing work day will be maintained.
- 7.2 For all shifts commencing between the hours of 12:59 and 05:59, a night time differential over and above the job classification will be paid to those Regular Employees who work such shifts at fifty cents (50¢) per hour.
- 7.3 All time worked before or after the regularly established shift for that employee and in excess of seven and one-half (7½) hours per day, shall be considered overtime and paid for at the established overtime rate of time and one-half (1½).
- 7.4 a. Overtime work shall be assigned according to seniority, provided the senior person is qualified to do the work, within the various work classifications, in a voluntary manner. Exception being assignments made to a specific individual.
- b. Employees may decline overtime on a seniority basis within the classification, providing there are other employees in that classification. In such cases where there is more than one (1) employee in the classification, the junior employee cannot decline working overtime.
- 7.5 All hours worked on the employee's designated day of rest will be deemed overtime and paid for as follows:  
Time and one-half (1½) times the employee's regular rate of pay.
- 7.6 a. Employees reporting for work on a call-out or call-back basis, inconsistent with the employee's regular work shift or work day, shall be guaranteed a minimum of three (3) hours work and/or pay, but after the completion of the duty he or she is called for, the employee may book off with a minimum of two (2) hours pay. Pay under this Article means the applicable overtime rate of one and one-half (1½) times the hourly rate of pay for the first three (3) hours.
- b. A coffee break shall be provided if the over time worked is to exceed two (2) hours, the commencement of this break may be postponed or staggered, but not beyond one-half (½) hour.
- 7.7 When an employee reports for work, at the employee's regular established starting time, unless the employee has been notified prior to the completion of his or her previous shift not to report, the employee shall receive a minimum of one (1) day's work and/or pay at the employee's applicable rate. Regular employees whose hours of work are less than seven and one-half (7½) per day shall be paid for six (6). Part-time employees minimum guarantee shall be three (3) hours work and/or pay.

7.8 No employee shall be required to work more than four (4) hours without being given an uninterrupted lunch period of not less than thirty (30) minutes.

7.9 Employees shall be entitled to two (2) uninterrupted rest periods or coffee breaks per day of fifteen (15) minutes each, one during the first half and one during the second half of each seven and one-half (7½) hour shift, without loss of pay. Employees working less than seven and one-half (7½) hours shall receive one (1) fifteen (15) minute rest period. Coffee breaks will be deemed to be work time.

7.10 a. Where an employee desires to bank her overtime for the purpose of additional time off, she shall request and complete a form supplied by the Company indicating this, which will be binding for six (6) months. The agreement to Bank Overtime will in no way prevent the employee from making written application to receive her banked overtime as cash on her next regular pay cheque. Such application to be submitted by the Tuesday of the week preceding the end of the pay period.

However, if such a cash withdrawal occurs the employee is prevented from banking additional overtime for six (6) months from date of payment.

b. **Overtime** which is accumulated as time off shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as accumulated. When an employee leaves the Company, all accumulated hours in the employee's bank shall be paid out in total.

c. An employee will be allowed to accumulate a maximum of ten (10) days banked overtime, at which time, the employee will provide fourteen (14) days prior written notice of the days to be taken and these days shall not be granted during the prime time as set out in the vacation entitlement, except where mutually agreed by the employee and Company. The minimum unit of banked overtime to be utilized is equivalent to eight (8) regular hours.

d. Should too many employees request their banked overtime at the same time, seniority will be the deciding factor.

e. The Company will keep a record of all banked overtime which shall be reported on the bi-weekly pay record.

f. Example of banked overtime accumulation:

Overtime Worked	Hours Accumulated
1 hour at 1 ½ times	1 ½ hours banked
1 hour at double time	2 hours banked

All rules pertaining to vacation entitlement to apply.

## ARTICLE NO. 8 - GENERAL HOLIDAYS

8.1 a. All employees who have completed their probationary period of ninety (90) calendar days and have qualified as regular employees, shall be entitled to nine (9) General Holidays.

The said General Holidays are:

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

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

In no event shall any employee be entitled to more than ten (10) paid General Holidays annually.

- b. Regular employees will receive seven and one half (7½) hours pay at their regular hourly job classification rate for the General Holidays listed.
- 8.2 Part-time employees shall receive pay for the aforementioned General Holidays, based upon the average of the preceding twenty (20) days, to the General Holidays.
- 8.3 Employees shall be entitled to pay for General Holidays subject to the following qualifications:
- a. Must be entitled to wages for at least fifteen (15) days during the thirty (30) calendar day period immediately preceding the Holiday however, a Regular Employee who returns to work following absence due to sickness, or Workers' Compensation, and works in the week in which the Holiday occurs, shall receive pay for the Holiday.
  - b. When a General Holiday occurs on an employee's regular day off, the employee shall be given either the day prior to or the regular work day following as the General Holiday.
  - c. Any of the General Holidays listed falling within an employee's annual vacation period shall be paid, and in addition, the employee shall be allowed an additional day of vacation either the work day immediately prior to the vacation period or the work day immediately following the vacation period as the employee's General Holiday.

#### **ARTICLE NO. 9 - ANNUAL VACATION**

- 9.1
- a. (i) Employees completing one (1) or more years of continuous service with the Company during the calendar year, and thereafter shall be granted two (2) weeks vacation with pay.
    - (ii) 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.
  - b. (i) Employees completing three (3) or more years of continuous service with the Company during the current calendar year, and thereafter, shall be granted three (3) weeks vacation pay.
    - (ii) Payment for three (3) weeks vacation shall be in the amount equal to six percent (6%) of the employee's earnings during the previous calendar year.
  - c. (i) Employees completing nine (9) or more years of continuous service with the Company during the current calendar year, and thereafter, shall be granted four (4) weeks vacation with pay.
    - (ii) 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.
  - d. Employees currently receiving more than four (4) weeks of vacation will be red-circled at their existing entitlement.



- 9.2 a. Vacation lists must be posted by February 15 and all employees must post their preference for vacation before March 15 each year.
- b. All vacations may be taken between May 1 and September 15, preference will be given to senior employees within the various shifts and work classifications on a ration of at least one (1) employee on vacation for each five (5) office employees, providing however, no more than twenty percent (20%) of the employees from the same classification in the same work department will be permitted off on vacation at the same time.
- This shall not preclude employees taking their vacation outside the regular vacation schedule.
- c. Vacation pay shall be made available the week preceding scheduled vacation.
- 9.3 An employee who is unable to commence his awarded vacation due to illness or injury, shall be awarded a new vacation period, where available, upon return to work. By mutual agreement between the Company and the Union, unused vacation entitlement may be deferred to the next vacation year.

#### **ARTICLE NO. 10 - LEAVE OF ABSENCE**

- 10.1 a. When requirements of the Company's service will permit, any employee hereunder, upon completion of not less than one (1) year of continuous employment, may be granted a leave of absence for a period up to six (6) calendar months. The employee shall make written application to the Company, with a copy to the Union, stating the duration of such leave and the reason for such leave of absence. Under such leave of absence the employee shall retain and accrue seniority.
- b. Any employee hereunder on leave of absence engaged in gainful employment, without expressed written permission from both the Company and the Union shall forfeit seniority rights and the employee's name will be stricken from the Seniority List and such an employee will no longer be an employee of the Company.
- 10.2 When an employee in the bargaining unit covered by this Agreement accepts a position with the Company which is beyond the sphere of the bargaining unit, the employee shall retain seniority for sixty (60) working days in the former seniority unit. At the end of the sixty (60) working days the employee must exercise seniority rights to return to her or his former position or relinquish all seniority rights. However, should the Company discontinue the position or job to which the employee was promoted, such employee would return to his or her former position, or a position of equal rank for which the employee is capable and qualified, at her or his former seniority rating.
- 10.3 An employee shall be entitled to a child care leave in accordance with the Canada Labour Code Part III.
- 10.4 Part-time employees, having completed not less than one (1) year of continuous part-time employment, will be granted a Leave of Absence without pay for a period of up to six (6) calendar months in the event of illness or injury. Under such Leave of Absence, the employee shall be returned to his previous position upon his return to work.

## **ARTICLE NO. 11 - HEALTH AND SANITATION**

- 11.1 The Company agrees where practical to provide a healthful and comfortable working environment for the employees. This will include proper light, ventilation and heating. Ample restrooms will be provided and these will be kept in a clean and sanitary condition at all times. The Company shall provide First Aid provisions in accordance with the standards recommended by the Workers' Compensation Board.
- 11.2 The Company Health and Welfare Program is covered in Appendix "B" and forms a part of this Agreement.
- a. Agreed that one hundred percent (100%) of premiums would be paid for Vancouver/Whitehorse employees.

## **ARTICLE NO. 12 - WAGES AND CLASSIFICATIONS**

- 12.1 Employees will be classed in accordance with the skills used and shall be paid the rate for such classifications in accordance with the Schedule of Job Classification and Rates of Pay as set forth in Appendix "A" attached hereto and made part of this Agreement.
- 12.2 Pay day shall be every other Thursday, with not more than two (2) weeks holdback.
- 12.3 When an employee is to do work coming under more than one job classification for four (4) hours or more per day, the wage rate for the higher rated job classification shall prevail for the entire day, except in the case of training.
- 12.4 Where an employee has the necessary qualifications to perform the work, there shall be no discrimination between women and men in the matter of promotion or appointment to vacant positions, or in rates of pay for such positions. The Company recognizes equal pay for equal work.
- 12.5 All employees covered by this Agreement shall be paid for all time spent in the employment of the Company. Pay time shall be computed from the time designated when the employee is ordered to report for work or registers in, whichever is the later, until the employee is effectively released from duty. All overtime shall be authorized by the proper authority.

## **ARTICLE NO. 13 - HIRING, PROMOTION & SEVERANCE**

- 13.1 The Company shall fill Terminal office job vacancies that fall within the scope of this Agreement, from within the Terminal office staff before hiring new employees, providing there are employees available who are capable to fill the vacant position. Each such vacancy shall be posted on the bulletin board on the Company's premises for four (4) working days. The posting shall state the job location, job title, and wage scale. This in no way restricts the Company from making interim appointments during the bidding process.
- 13.2 Upon selection of the successful candidate to fill a vacancy, the Company will post a list of the name(s) of the successful candidate(s). This list will be posted within five (5) working days of the close of notice of vacancy(ies). Such lists shall be sent to the Union.
- 13.3 An employee promoted to a higher rated position within the terminal classifications covered by this Agreement shall be on a trial basis for the first thirty (30) working days. If during the first thirty (30) working days the employee does not prove satisfactory, after access to the grievance procedure the employee may be returned to his former position or a position of equal rank for which the employee is capable and qualified.

If the employee wishes to be relieved of the new position during the trial period, the employee shall so advise the Company in writing. The employee may be returned to his former position or a position of equal rank.

- 13.4 Notification of closure must be made by the Company in writing to the Union and Terminal office of the employees affected via registered mail at least thirty (30) days prior to any such action.
- 13.5 Whenever an employee is transferred on the request of the Company, the employee's reasonable moving expenses of normal household goods and chattels will be paid by the Company.

#### **ARTICLE NO. 14 - BEREAVEMENT LEAVE AND JURY DUTY**

- 14.1 An employee shall be granted a maximum of four (4) regularly scheduled work days leave, without loss of pay or benefits in the case of death of a parent (guardian or stepparent), spouse, (common-law spouse) or child (stepchild) and three (3) regularly scheduled work days leave, without loss of pay or benefits in the case of death of a brother, sister, parent-in-law, sister-in-law, brother-in-law, grandparents, which includes spouses', or grandchildren.. At the Company's request, the employee may be required to substantiate validity of claim for bereavement leave, i.e. relationship to employee, etc.

Bereavement leave is not compensable when the employee is on leave of absence, bona fide lay-off or annual vacation.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business. Such time off shall not be unreasonably denied.

- 14.2 Any Regular Full-time or Part-time employee who is required to perform jury duty, or is required to appear as a witness in a Court action, will be reimbursed by the Company for the difference between the pay received for jury duty, or witness fee, at his regular straight time hourly rate of pay for his regular scheduled hours of work.

It is understood that such reimbursement shall not exceed seven and one-half (7½) hours per day and shall not exceed thirty-seven and one-half (37½) hours per week for hourly paid employees. All such pay shall have deducted from it all pay received for jury duty or witness fee, whichever applies.

The employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness fee received. Any employee on jury duty, or called as a witness, or called for jury duty selection, shall, subject to this provision, make himself available for work provided the witness duty, jury duty selection or jury duty performed on any given day allows him time to report for work before his regular shift is completed. In any case the employee will be allowed eight (8) free hours before being required to attend for jury duty, jury selection or witness. If and when the employee is required to appear as a witness, perform jury duty or appear for jury selection and those functions take a full day, the employee will not be required to report for duty until having had a full eight (8) hours off duty.

#### **ARTICLE NO. 15 - SENIORITY**

- 15.1 Employees will accrue and retain seniority on an individual office basis.
- 15.2 Upon completion of the probationary period, the employee's seniority shall be effective on the appropriate Seniority List (Regular; Part-time) from the original date of employment as Regular or Part-time Employee.

- 15.3 Seniority shall mean length of continuous service with the Company. Employees that are transferred from within the Freight Bargaining Unit into the Office Bargaining unit, shall only retain Company seniority for vacation purposes.
- 15.4 The principle of seniority shall be maintained in the reduction and restoration of the work force, bid shift preference and posted vacancies, provided that the employee is qualified to perform the work involved. Employees transferring to a lower rated job because of a reduction in the work force, shall be paid at the lower classification.
- 15.5 Part-time Employees will be carried on a separate seniority roster. Such employees will be given first opportunity to qualify as Regular Employees as openings become available and will then be placed on the Regular Employees Seniority List, dated from the date he or she became a regular employee.
- 15.6 In cases of reduction in the work force or layoff, a regular employee will have the privilege of taking his or her seniority to the top of the Part-time seniority list or taking full lay-off.
- 15.7 A Regular Employee laid off for lack of work shall be placed on the recall list. Employees who have completed one or more years of service with the Company will be placed on the recall list for a period of six (6) months. Employees with more than five (5) completed years of service with the Company will be placed on the recall list for a period of twelve (12) months.

Employees not recalled to work in accordance with the above schedule shall be removed from the seniority list and will be deemed to no longer be employees of the Company.

- 15.8 An employee shall lose seniority if:
- a. He or she voluntarily terminates employment.
  - b. He or she is discharged for just cause and not reinstated.
  - c. He or she fails to report for duty after a layoff in accordance with ARTICLE No. 15.7
  - d. He or she fails to respond to notice of recall, within seven (7) days of such recall being sent out. It shall be the responsibility of the employee to keep the Company informed of his or her current address and phone number.
- 15.9 Within each office, the Company shall post and maintain current Seniority Lists. Lists will be updated once every six (6) months. An employee wishing to protest his or her seniority must do so by formally reducing the protest in writing and submitting same to the supervisor within thirty (30) days of the posting of the Seniority List.

#### **ARTICLE NO. 16 - GENERAL**

- 16.1 This Agreement shall not take from the employee any privileges enjoyed at the signing of this contract, except such as were specifically dealt with in negotiating this Agreement.

**16.2** Whereas it is the intention of the Company to continue to have bargaining unit work performed by members of the bargaining unit, should circumstances beyond the Company's control make it necessary to engage other individuals or agencies to supply specific services, the Company will notify the Union, in writing, of its intentions at least thirty (30) days prior to making a change. At the request of the Secretary or other bargaining representative of the Union, but no later than fifteen (15) days after receiving the Company's notice, the parties will meet and discuss the reasons for the change.

If the contracting out causes the lay-off of any regular employees, such employees to be compensated one week's wages for each year of service with the Company. Portions of years to be prorated.

**16.3** The Company shall supply bulletin boards on which to post Union Notices, Company bulletins, rules and regulations.

**16.4** The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a settlement.

**16.5** It shall not be a violation of this Agreement or cause for discipline or discharge of an employee, in the performance of the employee's duties, to refuse to cross a legally established picket line.

**16.6** In the event any provision in this Agreement shall, at any time, be declared invalid in any court of competent jurisdiction or through Government regulation or decree, such decision shall not invalidate the entire Agreement. It is the express intent of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**16.7** When an employee goes off work due to illness or a non-work related injury 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, upon so doing he will be eligible for a further three (3) months protection. The foregoing provision may only exceed twelve (12) months by mutual agreement between the parties. 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.

When an employee goes off work on Workers' Compensation, the above shall also apply for the entire length of the period that the employee is on Workers' Compensation, providing he continues to pay his portion of Welfare fees.

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

Any employee holding a First-Aid Certificate recognized under the Workers' compensation Board regulations, who is designated by the Company to carry out duties of a first-aid attendant, shall receive, in addition to her regular rate, a premium of fifty cents (50¢) per hour.

The Company shall be responsible for the cost of maintaining or upgrading the designated employee's First-Aid certificate to the extent that course fees will be paid by the Employer upon successful completion.

- 16.9 If an employee, after starting work, meets with an accident which incapacitates her from carrying on her duties, she shall be paid her full day's wages for the day of her injury, provided she is not in receipt of compensation from the Worker's Compensation Board for that day.
- 16.10 In circumstances where clothing may be soiled, the Company will provide smocks and/or coveralls.
- 16.11 Monthly duty rosters and/or work schedules for part-time employees in the billing department will be posted no later than the sixteenth (16<sup>th</sup>) day of each month, for work scheduled in the next month.

## **ARTICLE NO. 17 -GRIEVANCE PROCEDURE**

A grievance shall consist only of a dispute concerning interpretation of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion of supervision in the treatment of employees. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of those provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both Parties to settle such grievance promptly through the following steps:

**STEP 1** - Any grievance of an employee shall first be taken up between such employee and his immediate supervisor. In Terminals where there are no supervisors, the Terminal Manager will become involved at this Step. The employee will be entitled to be accompanied by a steward or Union representative.

Time limit to institute grievances:

Termination or lay-off - Ten (10) days

All others - Thirty (30) days

**STEP 2**- Failing settlement under Step 1, such grievance shall be reduced to writing and taken up between the Terminal Manager and a Shop Steward or Local Union representative.

**STEP 3** - Failing settlement under Step 2, such grievance shall be referred to and taken up between the Secretary or other bargaining representative of the Union and the General Manager or designate. Such written notice shall be within ten (10) days of the completion of Step 2.

Any questions, dispute or controversy that is not of a kind subject to Steps 1 and 2 may be instituted at Step 3. Such shall be submitted in writing and taken up between the Secretary or other bargaining representative of the Union and the General Manager or his designate.

**STEP 4** - Failing settlement under Step 3, the grievance shall be taken up in 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, selected by the Company.

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

Except by mutual agreement between the Union and the Company providing for an extension of time, Step 4 must be completed within ten (10) calendar days of the completion of Step 3.

Either Party may give notice to the other Party to waive Step 4, and in such event Article No. 18 shall apply.

Should the Parties fail to reach a satisfactory settlement in any of the preceding steps, the final settlement of the grievance will be determined by arbitration.

## **ARTICLE NO. 18 - ARBITRATION**

- 18.1 It shall be the responsibility of the Party desiring arbitration to inform the other Party, in writing, no later than ten (10) days after the last discussion of the grievance between the Union and the General Manager or his designate. Arbitration shall consist of a single arbitrator. If the parties fail to agree upon an arbitrator within **fifteen** (15) calendar days after one (1) party has served written notice on the other party of its intention to refer the matter to arbitration, the Minister of Labour will be requested to appoint an arbitrator for that specific grievance.
- 18.2 The arbitrator shall not have the right to alter or change any provision of this Agreement or substitute any new provisions in lieu thereof or to give any decisions inconsistent with the terms and provisions of the Agreement, however, the arbitrator may modify the disciplinary measure taken by the Company.
- 18.3 The cost of the arbitrator shall be borne equally between the Parties hereto.
- 18.4 The Company shall not be responsible for the payment of time used by an employee in the investigation of a grievance.
- 18.5 The Parties hereto agree that they will accept as final and binding the decision of the arbitrator.
- 18.6 No grievance shall be submitted to arbitration or otherwise subject to the arbitration provisions hereof, unless all steps of the Grievance Procedure as outlined above have been fully completed and complied with.
- 18.7 All time limits referred to in Article No. 17 and Article No. 18 may be extended by mutual agreement between the Parties hereto.

## **ARTICLE NO. 19 - TERMINATION AND RENEWAL**

- 19.1 This Agreement shall take effect and be binding upon the Parties from December 28, 1998 until August 31, 2001 and shall continue in effect from year to year thereafter, unless notice of termination or revision thereof is given by either Party, in writing, by registered mail, or delivered by hand to the other Party at least sixty (60) days and not more than ninety (90) days prior to August 31, 2001, in which case either Party may require the other Party to enter into negotiation for the renewal of the Agreement within the said period.

SIGNED THIS 3<sup>rd</sup> DAY OF April, 2001

IN WITNESS WHEREOF THE COMPANY HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY ITS PROPER OFFICERS IN THAT BEHALF, AND THE UNION HAS ATTESTED BY ITS PROPER OFFICERS IN THEIR BEHALF THE DAY AND YEAR FIRST WRITTEN ABOVE.

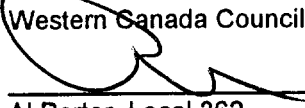
**ON BEHALF OF THE COMPANY:**

Byers Transport Limited

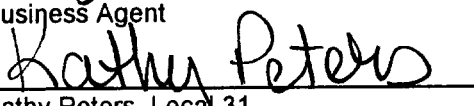
  
\_\_\_\_\_  
Chief Operating Officer

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
Al Porter, Local 362  
Business Agent

  
\_\_\_\_\_  
Eugene Birch, Local 213  
Business Agent

  
\_\_\_\_\_  
Kathy Peters, Local 31  
Business Agent



**APPENDIX A**

- GRADE 1 -** Bill Runner (BR)  
Junior Clerk (JC)  
Imaging Clerk (IC)  
Tracing Clerk (TC)  
File Clerk (FC)  
General Secretary (GS)  
Data Entry (DE)  
Accounts Receivable Clerk (ARC)
  
- GRADE 2 -** Biller (B)  
Accounts Receivable Coordinator (ARA)  
Switchboard/Receptionist (SR)  
Accounts Payable Clerk (APC)  
Payroll Coordinator (PC)  
Fleet Services (FS)
  
- GRADE 3 -** Customer Service (CS)  
Credit Analyst (CA)
  
- GRADE 4 -** Terminal Secretary (TS)  
Dispatch Clerk (DC)  
Rate Clerk (RC)  
Pricing Analyst (PA)

**WAGES**

first six months of employment at ninety percent (90%) of rates.  
after first six months to first year of employment at ninety-five percent (95%) of rates.  
Yellowknife, Whitehorse and Vancouver terminals at one hundred and ten percent (110%) of rates

**GRADE            December 28, 1997**

1	.....	\$10.25
2	.....	\$11.25
3.	.....	\$12.00
4	.....	\$12.50

Note:            Red Circled employees to receive a fifty cent (50¢) per hour bonus until classification rate catches up.

Employees receiving less than fifty cents (50¢) per hour increase to receive an hourly rate bonus to top up to fifty cents (50¢) per hour.

## APPENDIX "B"

**HEALTH AND WELFARE** - All regular full time employees will continue to enjoy the Health and Welfare Plan that is presently in effect.

**Sick Leave** - All regular full-time employees, who have one (1) continuous year service or more, shall thereafter accumulate paid sick leave at the rate of one-half ( $\frac{1}{2}$ ) day per employed month to a maximum of six (6) days. The accumulation of said sick leave shall be based on the following provisions:

- A. The employee shall begin accumulation of sick leave on the start of the pay period immediately following the date he completes one (1) year of continuous employment.
- B. The employee must be paid for not less than one hundred twenty-eight (128) hours in a four (4) week period to be credited for a half ( $\frac{1}{2}$ ) day in that month, including vacation and General Holidays.
- C. Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.

Paid sick leave shall be applied as follows:

- (a) One-half ( $\frac{1}{2}$ ) day's pay for the first day of absence.
- (b) One (1) full day's pay for each of the second (2nd) and third (3rd) days off from his regular work days.
- (c) A day's pay for employees will be seven and one-half (7½) hours pay at the regular hourly rate for his classification.
- (d) It shall be the responsibility of the employee to claim for accredited sick leave.

Any proven abuse of the sick leave provision will subject the employee to immediate dismissal without recourse to the Grievance Procedure.

Any accumulation of sick days shall be paid to the employee within thirty (30) days of December 31st.

**LETTER OF UNDERSTANDING**

**BETWEEN: BYERS TRANSPORT LIMITED**  
(hereinafter referred to as the "Company")  
OF THE FIRST PART

**AND: WESTERN CANADA COUNCIL OF TEAMSTERS**  
representing  
GENERAL TEAMSTERS, LOCAL UNION NO. 362  
TEAMSTERS LOCAL UNION NO. 213  
TEAMSTERS LOCAL UNION NO. 32  
(hereinafter referred to as the "Union")  
OF THE SECOND PART.

**RE: HOURS OF WORK - VANCOUVER CLERICAL  
EDMONTON BILLING DEPARTMENT**

The Parties agree that for the purposes of this Agreement, application of Article No. 7, and all other Articles referring to hours of work for Vancouver Clerical and the Edmonton Billing Department, reference to seven and one-half (7½) hours shall be deemed to read eight (8) hours, and thirty-seven and one-half (37½) hours shall be deemed to read forty (40) hours.

For example:

For the employees covered by this Letter of Understanding  
Article No. 7, Section 7.1(a) shall read:

Eight (8) hours shall constitute one (1) full day's work; forty (40) hours and five (5) consecutive days shall constitute one (1) full week's work. Until further notice, the Company's existing work day will be maintained.

Article No. 7, Section 7.3 shall read:

All time worked before or after the regularly established shift for that employee, and in excess of eight (8) hours per day shall be considered overtime, and paid for at the established rate of time and one-half (1½).

Signed this 3<sup>rd</sup> day of April, 2001


**ON BEHALF OF THE COMPANY:**

~~Byers Transport Limited~~

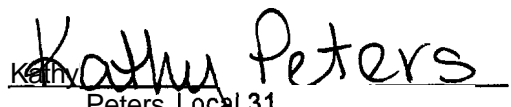
  
\_\_\_\_\_  
John K. Assman  
Chief Operating Officer

**ON BEHALF OF THE UNIONS:**

~~Western Canada Council of Teamsters~~

  
\_\_\_\_\_  
Al Porter, Local 362  
Business Agent

  
\_\_\_\_\_  
Eugene Wirth, Local 213  
Business Agent

  
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