

SOURCE	Union		
EFF.	93	07	01
TERM.	97	12	31
No. OF EMPLOYEES	6		
NOMBRE D'EMPLOYÉS	6		

**AGREEMENT**

**BETWEEN**

**NATIONS WAY TRANSPORT SERVICE INC.**

**AND**

**WESTERN CANADA COUNCIL OF TEAMSTERS**

**ARTICLE 1 - PREAMBLE**

This Agreement is made and entered into by and between N.W. Transport Service Inc. hereinafter referred to as "**the Company**" and Western Canada Council of Teamsters hereinafter referred to as "**the Union**".

The purpose of the Agreement is to promote the mutual interests of the Company and the employees by providing services which will further to the fullest extent possible the efficiency and economy of the operation, the continuation of employment and to establish between the Company and the Union orderly collective bargaining for conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement that it is the duty of the Company, the Union and the employees to co-operate fully, both individually and collectively, in all ways stated for the purpose of mutual benefit.

**ARTICLE 2 - UNION RECOGNITION AND SECURITY**

**Section 1 - Certificate of Bargaining Authority**

The Company agrees to recognize the Union as the sole bargaining agent for employees and categories of employees referred to in the Certificate of Bargaining Authority held from time to time by the Union.

**Section 2 - Bargaining Authority**

All members of the Union shall receive a copy of this Agreement which **is** binding upon the bargaining agent and every employee in the unit for which the Union has been certified. The Union shall be responsible for the printing of these collective agreements and the Company will purchase such agreements so that each and every employee of the Company will receive a copy.

**Section 3 - Union Shop**

All employees shall pay customary dues, initiation fees, join and maintain membership in the Union on and after the fifteenth (15) day following employment or the effective date of this Agreement, whichever is later. Employees failing to do so shall be terminated.

**Section 4 - Check-Off**

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Each new employee when hired by the Company will be informed by the Company that he is to contact the Union Office or Shop Steward for the purpose of becoming a Union member and signing the authorization card authorizing the Company to deduct from his earnings union initiation fees, union dues and/or other assessorial charges as levied against him in accordance with the Constitution and By-Laws of the Union of which he is a member and so indicated on the monthly or quarterly check-off list as provided by the Union to the Company. The Company shall remit same to the Union not later than thirty (30) days from the date that the deduction was made from the employee's wages.

The Company shall furnish to the appropriate union area office in writing by the union a list of new employees taken into employment by the Company showing the location of their employment within seven (7) calendar days of their being hired.

### **Section 5 - Unit Work Preservation**

The Company agrees not to contract out any work normally performed by employees covered by this Agreement if any employee is on lay-off for lack of work at the time such contracting out is introduced or if the contracting out would cause the lay-off of any employee.

Provided capable employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.

### **Section 6 - Hiring Hall**

When additional employees are required within an area which is serviced by a permanently established and operating Union Hiring Hall, the Company shall give the Union first opportunity to supply suitable members for employment. In the event the Union is unable to supply suitable persons and the Company hires a person who is not a member of the Union, the Company must contact the appropriate Union office before the person commences work or else the Company will remove such person from the job at the request of the Union. When additional employees are required within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend first opportunity to Union members who meet the Company's requirements and who apply for employment or have been referred to the Company.

In the event that a person who is not a member of the Union is taken into employment by the Company, such person shall make application to join the Union and if approved by the Union shall join the Union within three (3) days of his hiring and shall be added to the check-off list forthwith. In the event the person is not approved, such person shall be replaced forthwith.

### **Section 7 - Union Security**

- (a) Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendix "A", whether by the Company or leased by the Company shall be operated by a member of the Union. In the hiring of equipment on any basis, the Company shall first make every effort to obtain equipment operated by a member of the Union from a company signatory to this Agreement. However, if unable to do so and if equipment is to remain in the hire of the Company

in excess of **forty-eight (48)** hours, it shall be replaced by equal equipment operated by a member of the Union if available in immediate or adjacent area from a company signatory to this Agreement.

The Company agrees that where leased or hired equipment is used, such equipment shall only be used or hired from companies, individuals or firms whose employees are covered by a collective agreement with the Western Canada Council of Teamsters. If it becomes necessary for the Company to dry lease equipment, said equipment shall be operated by members of the Western Canada **Council** of Teamsters.

- (b) All storing and handling of merchandise or other goods or materials shall be carried on by Company employees, members of the Union, where such work is under the control of the Company.
- (c) Wherever physically possible and where such work ~~is~~ is under the control or direction of the Company, all equipment shall be loaded and unloaded by the employees of the Company, members of the Union. The practice of loading and unloading equipment by other than employees of the Company where such work is under the control or the direction of the Company shall not be increased and shall wherever possible be discontinued.

### **Section 8 - Inspection Privileges**

Authorization agents of the Union will have access to the Company's establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Company's working schedule.

## **ARTICLE 3 - GENERAL**

### **Section 1 - Posting of Agreement**

The Company will provide a bulletin board in each Company lunchroom or dispatch area for the posting of this Agreement and for such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

### **Section 2 - Employment Equity**

The Company and the Union shall be fair in relation to employment privileges and opportunities. The Company and the Union **shall** not unlawfully discriminate against any individual with respect **to** compensation, terms, conditions or privileges of employment because of race, religion, colour, age, sex or national origin.

### **Section 3 - Qualified Employees**

Wherever the work "qualified" is used in this Agreement, it will mean that the employee will meet all standards **imposed** by the proper governmental authorities as well as all legal standards for employment utilized by the Company at all other locations.

#### Section 4 - Picket Line

It shall not be a violation of this Agreement, nor shall it be cause for discharge or permanent replacement as an employee or disciplinary action of any kind if an employee refuses to cross or work behind a picket line which has not been declared to be unlawful by the Canada Labour Relations Board or a court of proper jurisdiction including picket lines at the Company's place of business.

#### Section 5 - Transfer of Company Title or Interest

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding not including financial arrangements thereof.

### ARTICLE 4 - LEAVE OF ABSENCE

#### Section 1

When the requirements of the Company's services will permit any regular employee hereunder upon written application to the Company with a copy of said application to the Union, may if approved by the Company, be granted a leave of absence in writing (with a copy to the Union) for a period of thirty (30) calendar days. Upon six (6) months prior notification an employee may request every three (3) years and may be granted up to thirty (30) days leave of absence in conjunction with his holidays. When considered by the Company, approval or rejection is to be given in writing (with a copy to the Union) within thirty (30) calendar days and if approved, such approval may not be withdrawn except by mutual consent of the employee and the Company. Under such leaves the employee will retain and accrue seniority only. Employee must prepay to the Company HW&P for the agreed to amount of time of his leave of absence.

#### Section 2

Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union in writing, and seniority will accrue during such extensions.

#### Section 3

Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list, and he will no longer be considered as an employee of the Company.

#### Section 4

If an employee, employed in a classification requiring a drivers license, suffers the revocation of his drivers license, he will be re-classified provided he is capable and work is available and such work will not result in the bumping of regular employees. If such employee cannot be re-classified, the Company may grant a leave of absence to such an employee who has suffered a revocation of his drivers license of up to twelve (12) months duration in writing (with a copy to the Union). The employee may only take advantage of this Section once while in the employ of the Company.

### **Section 5**

The Company shall give special consideration to an employee requesting leave of absence for compassionate reasons.

### **Section 6**

If a regular employee, for certified health reasons, is unable to perform the work in his regular job, he will be re-classified according to his seniority and capability to perform work in another classification if it exists within the Company. The employee must provide a valid medical opinion of his physical and/or mental ability to perform the new job in accordance with the provisions of this Agreement as it relates to Company required medical examinations.

### **Section 7**

When an employee within the bargaining unit covered by this Agreement receives leave of absence in writing (with a copy to the Union), to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit. The starting date of such an appointment shall be posted in the terminal. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit for any period of time. During this leave of absence, such employee shall continue to be covered by the Health and Welfare and the Pension Plan as provided in this Agreement.

Employees who have been granted such a leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement, but shall not perform any duties covered by the bargaining unit. In such appointments seniority shall be a consideration. The successful appointee **shall** not have the right to hire and fire during the ninety (90) days leave of absence.

Not later than on the ninetieth (90th) calendar day of this period, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

### **Section 8**

Any violation of these provisions will be subject to disciplinary action **up** to and including discharge.

## Section 9

Employees disabled due to personal illness disease or injury shall be treated as though on a legitimate absence for a period of up to three (3) years before their name will be removed from Company seniority roster. Employees disabled due to an on-the-job injury shall be covered as provided by Federal and/or Provincial Workmens' Compensation Code.

## ARTICLE 5 - RULES

The Company may, consistent with this Agreement, implement reasonable written rules. Rules may include reasonable appearance, grooming standards, safety and work methods. A copy of the rules shall be provided to the Local Union and shall be subject to grievance procedures.

## ARTICLE 6 - EXAMINATIONS

Any Company or government required physical or medical examinations shall be promptly complied with by all employees provided, however, the Company shall pay for all such physical or medical examinations or for any time lost as a result thereof during his working hours. Where a regular employee is required by the Company to take a medical outside of his regular hours of work, the Company shall pay up to a maximum of two (2) hours straight time wages for such time spent, excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

If following a medical examination under the first paragraph of this Section, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a decision from his personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Local Union is entitled to direct that the employee be examined by a medical specialist whose specialty covers the disability. The Company's doctor and the employee's doctor, together, shall then select such a specialist, however, failing agreement within five (5) days, the College of Physicians and Surgeons shall be requested to make such appointment. The decision of the medical specialist shall be final and binding upon the parties involved and the employee shall not suffer loss in wages or health and welfare plan benefits, whichever applies as a result of such examination(s).

An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Company requires a medical examination prior to the employee resuming work. If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wages for each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work. Company may require twelve (12) hour notice from an employee returning to work in order to schedule follow-up medical examinations with the Company medical examiner. Wages are withheld for that twelve (12) hour period.

The above paragraphs do not apply to examinations for drivers or chauffeurs licenses, nor to necessary examinations before first qualifying for employment, except pre-employment physicals.

## **ARTICLE 7 - SAFETY**

### **Section 1**

Safety: the company shall make and maintain reasonable provisions and take and maintain reasonable measures to assure employee safety and protection. Employees must comply with approved safety regulations.

### **Section 2**

Adequate safety and mechanical devices and heaters, defrosters, mirrors and head and auxiliary lighting shall be maintained on all power units. Other equipment shall be safely maintained.

### **Section 3**

The Company shall not require employees to take out power units and/or other equipment in unsafe operating conditions. It shall not be a violation if an employee refuses to operate such, unless the refusal is not justified. Employees shall immediately or at the end of the shift report all defective equipment.

### **Section 4**

Employees involved in any on the job accident or injury with or without equipment shall immediately report same and any physical injuries sustained.

### **Section 5**

Employees physically disabled by an accident at work will be paid up to the eight (8) hour guarantee for the day of the original injury only, provided employee is not in receipt of compensation from the Workers' Compensation Board for that day.

## **ARTICLE 8 - PAY, TIME CARDS AND CLOCKS**

### **Section 1**

Pay: employees, whether paid **by** cash, check, draft or voucher, shall received itemized statement of all earnings and deductions, i.e. regular hours, overtime hours, holidays, vacations, mileage (if any) subsistence, layover taxes, etc.

### **Section 2**

Upon termination, all monies due to the employee shall be paid as soon as possible, but not later than seven (7) calendar days thereafter.

### **Section 3**

Time Cards: a daily time record covering all employees shall be maintained at the Employer's

place of business.

#### **Section 4**

Pay Days: normal pay days will be on Thursdays, twelve (12) days after each work week ending date thereafter, i.e. work week ending 4/28/90 will be the first payroll processed for pay day on Thursday 5/10/90.

#### **ARTICLE 9 - INSPECTION PRIVILEGES, SHOP STEWARD(S)**

No employee shall be suspended, discharged or discriminated against for serving as a shop steward on a union committee.

The Company recognizes the right of the Local Union to designate shop stewards from the Company's seniority list. The authority of shop stewards designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

- (a) the investigation and presentation of grievances with his company or the designated company representative in accordance with the provisions of the collective bargaining agreement
- (b) the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - (1) have been reduced to writing, or
  - (2) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Company's business.
- (c) shop stewards have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Local Union. The Company recognizes these limitations upon the authority of shop stewards and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. The shop steward shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours without interruption of the Company's operation. Such time spent in handling grievances during the shop steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "shop steward".

#### **ARTICLE 10 - EMPLOYEE DEFINITIONS**



Section 1 - Regular Employee

A regular employee shall be considered as such an employee of the Company when:

- (a) he has completed his probationary period
- (b) he makes himself available to the Company for full time employment
- (c) he has no other outside employment, except where such employment may be specifically permitted under the provisions of this Agreement
- (d) it shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off provided the employee complies with Sub-Section (b) herein.
- (e) he is the holder of valid and subsisting licenses to operate mobile equipment if required by the Company and as required by the statutes and regulations of the federal and provincial governments.
- (f) when a company tries to contact any regular employee who is either on lay-off in excess of two weeks or has failed to report for duty within twenty-four (24) hours of contact and cannot be contacted by telephone regarding his availability for employment, the Company will then make final contact by registered mail (with a copy to the Union). Failure to then contact the Company with sufficient justification may then constitute grounds for dismissal. The employee will be responsible for advising the company as to his current address and telephone numbers. All changes must be communicated in writing.

Section 2 - **Part-Time/Casual** Employee

A part-time/casual hourly employee shall:

- (a) be used on an incidental and temporary basis to provide for additional manpower
- (b) be carried on a regular part-time/casual employee's seniority list
- (c) be given first opportunity to qualify as a regular employee as openings become available providing employee meets all Company qualifications and requirements
- (d) not be covered under the provisions of the health and welfare plan until such time as he becomes a regular employee

ARTICLE 11 - **SENIORITY**

Section 1

Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing **the** remaining job or jobs. A copy of the current

seniority list shall be posted and furnished to the Union. The seniority list shall be posted in January and July of each year.

## **Section 2 - Probationary Period**

All newly hired employees shall be considered as probationary employees for the first forty (40) calendar days. There shall be no responsibility on the part of the Company in respect of the employment of probationary employees should they be laid off for lack of work or discharged during the probationary period. However, the Company shall inform the probationary employee as to whether the employee has been discharged or laid off.

## **Section 3 - Posting of Shifts (See attached Letter of Understanding)**

The Company will post eighty-five percent (85%) of the active seniority list for bids. All new jobs and vacancies are subject to seniority and shall be posted promptly for three (3) days in a conspicuous place at all terminals, stating starting time, job description and location. All regular employees shall be entitled to bid on such postings and the Company shall designate on the original posting, the successful bidder within three (3) working days of the closing date of the posting. Any regular employee absent by reason of accident, sickness or vacation shall have the opportunity to bid on such job posting or vacancy within three (3) days after the employee returns to work, provided the employee is capable.

The Company may cancel any bid shift with at least three (3) hours notice. Cancelled employees have the right to bump a junior bid man, if qualified. Cancelled bid men that become unassigned can be brought in at any start time as can regular unassigned employees. The Company has the right to change and set up shifts the night before any day requiring changes in bids.

## **Section 4 - Gaining of Seniority**

When the employer utilizes part-time/casual employees for thirty (30) or more eight (8) hour supplemental shifts in any two consecutive calendar months, the employer shall add one regular employee from the part-time/casual seniority list in seniority order.

## **Section 5 - Loss of Seniority**

Seniority and employment may be lost as follows:

- (a) termination for just cause
- (b) retirement or voluntary quit
- (c) more than one (1) year continuous layoff. If the laid off employee has accrued five (5) years or more seniority, the employee will be carried for eighteen (18) months.

## **Section 6 - Application of Seniority**

Seniority shall apply as follows:

- (a) in the offering of daily work opportunity to qualified employees
- (b) in the scheduling of earned vacation periods
- (c) in the offering of daily and weekly overtime to qualified and available employees

## **ARTICLE 12 - WORKDAY AND WORKWEEK**

### **Section 1 - Workday**

The regular workday shall be eight (8) consecutive hours of work broken by a meal period, including a fifteen (15) minute mid-morning and a fifteen (15) mid-afternoon break. There shall be a lunch break of not less than thirty (30) and not more than sixty (60) minutes. Company has the right to determine meal period in its work rules. **No** employee shall be compelled to take his lunch period before he has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours. For those persons working under the "four tens" work week, " 3 1/2 hours" will be replaced with "4 1/2 hours" and "5 hours" will be replaced with "6 hours".

### **Section 2 - Workweek**

The regular workweek shall be any five (5) days from Monday through Friday or Tuesday through Saturday. Unassigned employees workweek is Monday through Saturday.

The Company may establish a work week consisting of four (4) ten (10) hour days. Overtime will be payable at one and one-half (1 1/2) times the standard rate of pay for all hours in excess of ten (10) hours in 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) hour shifts include Saturday and/or Sunday the four (4) shifts must run consecutively and the employee shall have three consecutive days off. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the shifts may have different start times for each of those days, 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.

### **Section 3 - Guarantees**

Regular employees reporting for work pursuant to instructions are guaranteed eight (8) hours. Except that when a regular employee reports to work and no work is available, he will be paid for four (4) hours show-up time if sent home. When a part-time or non-posted seniority employee is called and reports for duty, the employee shall be guaranteed a minimum of four (4) hours and if he works in excess of four (4) hours he shall be guaranteed six (6) hours, and if he works in excess of six (6) hours he shall be guaranteed eight (8) hours work and/or pay.

### **Section 4 - Saturday Order of Call**

- (a) Tuesday through Saturday bid man
- (b) Unassigned employee without forty (40) hours (employee option)
- (c) Replacement casuals for (a) or (b) above
- (d) Regular employees signed up for work with forty (40) hours completed
- (e) Supplemental casuals

**Section 5 - Shift Differential**

Any employee who commences work after 2:00 P.M. or prior to 4:00 A.M. will receive shift differential pay of \$1.00 per hour for all hours worked in the employee's shift.

**Section 6 - Premium Pay/Work**

One and a half (1 1/2) times the straight time hourly rate of pay shall be paid for all work performed in excess of eight (8) consecutive hours in a day and forty (40) hours in a week Monday through Saturday.

Double time shall be paid for all work performed in excess of eleven (11) hours on any day.

Double time will apply only after the twelfth (12th) hour worked for all persons working under the four (4) ten (10) hour provision.

Holiday work is time and a half plus holiday pay.

Employer must provide reasonable notice before requiring employees to perform overtime assignments on regularly scheduled days off. This does not apply to overtime on a regular shift. The Union may grieve if employees are consistently required to work more than ten (10) hours a day. Sixth or seventh day overtime shall be allocated wherever possible to capable senior employees in their classification in a voluntary manner provided, however, that upon reaching the bottom of the seniority list, the employee shall be required to work overtime.

Shift overtime shall be allocated wherever possible on basis of seniority on a voluntary manner provided the man is capable of doing the job, however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior man whose shift ends at the time the overtime commences.

No employee shall be required to work overtime in excess of four (4) hours per week, provided he so advises his immediate supervisor of the start of his straight-time shift.

**ARTICLE 13 - RATES OF PAY**

**Section 1**

The Company and the Union agree to the principle of "one rate for all work performed".

**Section 2**

The following base rates of pay shall apply to employees on the seniority roster as of the effective date of this Agreement:

effective May 1, 1995	\$19.03 per hour
effective January 1, 1996	\$19.33 per hour
effective January 1, 1997	\$19.63 per hour

**Section 3**

The rate of pay for employees who are placed on the regular seniority list after the effective date of this Agreement shall be as follows:

- (a) starting rate of pay - eighty-five percent (85%) of the current rate outlined in Section 2
- (b) on completion of one (1) year of employment - ninety percent (90%) of the current rate outlined in Section 2
- (c) Upon completion of two (2) years of employment - employee shall receive full rate as outlined in Section 2 above.

**Section 4**

The rate of pay for casual employees shall be at eighty-five percent (85%) of the regular pay rate.

**ARTICLE 14 - HOLIDAYS**

Regular employees shall be entitled to ten (10) statutory holidays as follows:  
 New Years Day, Good Friday, Victoria Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and in the event a general holiday is proclaimed by the Federal and Provincial Government, such holiday will be observed as a general holiday. in Alberta Civic Day will replace B.C. Day.

Holiday pay for time not worked shall be eight (8) hours at the applicable straight time hourly rate.

Employees entitled to those paid holidays shall have been on the payroll thirty (30) calendar days previous to the holiday.

Employees in receipt of weekly indemnity or of Workers' Compensation wage loss benefits shall not be paid for general holidays as designated herein.

Employees absent by reason of leave of absence, discharge, quit or suspension shall not be entitled to general holiday **pay**.

If an employee who has been laid off temporarily is returned to work within thirty (30) days after the holiday, the employee shall be entitled to the paid general holiday, otherwise laid off

employees are not entitled to holiday pay.

If a holiday falls during the employee's vacation, the employee shall receive pay for the holiday in addition to the vacation pay.

When a general holiday falls on a weekend and is a regular employee's regular day off, then such employee will be granted a day off in lieu of such general holiday on either the last working day preceding or the first working day following such general holiday according to area practice.

## **ARTICLE 15 - VACATION**

### **Section 1**

Upon completion of one year's service, employees shall receive two (2) weeks vacation with eighty (80) hours pay at their hourly rate of pay in effect at the time they take their vacation or four percent (4%) of annual gross earnings, whichever is greater. Vacation pay at four percent (4%) shall be paid to all employees with less than one (1) year of service.

### **Section 2**

Any employee completing three (3) years of continuous service shall thereafter receive six percent (6%) of one hundred and twenty (120) hours at their hourly rate of pay in effect at the time they take their three (3) weeks' vacation, whichever is the greater.

### **Section 3**

All employees with nine (9) years or more continuous service shall thereafter receive eight percent (8%) or one hundred and sixty (160) hours at their hourly rate of pay in effect at the time they take their four (4) weeks' vacation, whichever is greater.

### **Section 4**

All employees with fifteen (15) years or more continuous service shall thereafter receive ten percent (10%) or two hundred (200) hours at their hourly rate of pay in effect at the time they take their five (5) weeks' vacation, whichever is greater.

### **Section 5**

All employees with twenty (20) years or more continuous service shall thereafter receive twelve percent (12%) or two hundred and forty (240) hours at their hourly rate of pay in effect at the time they take their six (6) weeks' vacation, whichever is the greater.

### **Section 6**

In any year where an employee has not qualified for a full vacation as a result of accident or illness, he will still be credited with a year of service to determine future vacations.

**Section 7**

Fifteen hundred (1500) hours shall constitute a year's service, but no employee will be permitted to accumulate more than one (1) year of service or any additional fraction thereof in any single calendar year. However, general holidays shall count as hours worked.

**Section 8**

- (a) A calendar year shall be the period between January 1st and December 31st.
- (b) An employee hired after January 1st in any year and who does not qualify for a full annual vacation shall be paid an amount equal to four percent (4%) of his total wages from the date of employment to December 31st of that year.
- (c) Employees who receive their vacation pay on the percentage basis shall be paid the appropriate percentage of gross income shown on their T4 income tax statement.

**Section 9**

- (a) During the Company's prime season, June 1st to September 30th and December 15th to January 15th, the Company will use the following formula for determination of the number of employees allowed on vacation at any one time at each Company terminal location. Ten percent (10%) to the nearest employee, up or down with a minimum of one (1) employee and a maximum of ten (10) employees.
- (b) Vacation lists shall be posted on January 2nd of each year and employees shall designate their choice of vacation time before February 28th. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by April 1 and shall remain posted for the balance of the year.
- (c) Vacation period to start on completion of employee's normal work week and end on the first day of his normal work week on the completion of his vacation.
- (d) Where an employee has less than fifteen hundred (1500) hours and is terminating employment, voluntarily or otherwise, he shall receive 4%, 6%, 8% or 10% of his earnings in lieu of the holidays to which he is entitled.
- (e) Unless otherwise mutually agreed between the Company and the employee, every employee shall be notified at least fourteen (14) days prior to being required to take any vacation period. Once vacation periods are established, the time shall not be changed, except where mutually agreed between the employee and the Company.
- (f) Any employee who accepts gainful employment while on vacation may be terminated.
- (g) 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.

## ARTICLE 16 - SICK LEAVE

### Section 1

- (a) All regular employees who have one (1) continuous year's service or more shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of six (6) days per contract year. The accumulation of paid sick leave shall be based on the following provisions:
- (1) the employee shall begin accumulation of sick leave at the start of the pay period immediately following the date the employee completes one (1) year of continuous employment
  - (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 and compensation will not accumulate sick leave during this absence
- (b) Where any absences occasioned by sickness or accident is not covered for payment by either the Teamsters Health and Welfare Plan or Workers' Compensation paid sick leave shall be applied as follows:
- (a) one-half (1/2) day's pay for the first day of absence provided that day is a regular work day
  - (2) one (1) full day's pay for each of the second (2nd) and third (3rd) 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 the employee classification
  - (4) it shall be the responsibility of the employee to claim for accredited sick leave as such forms as the Company prescribe
- (c) Any proven abuse of the Sick Leave Provision will subject the employee to immediate dismissal without recourse to the Grievance Procedure.
- (d) A medical certificate may be required to claim benefits under this provision.
- (e) The foregoing shall become effective upon the date of signing of this Agreement.

### Section 2

Unused sick leave will not be cashed out upon voluntary quit, termination or death. All employee sick leave will be cashed out December 31st, the end of each contract year and no carry over accruals will be allowed.



**ARTICLE 17 - JURY DUTY**

Effective upon the date of signing of this Agreement, all regular seniority employees called for jury duty will receive, if they otherwise would have been working, the difference between eight (8) straight time hours pay at their applicable hourly wage and actual payment received for jury service (including mileage pay) for each day of jury duty to a maximum of ten (10) days for each contract year which cannot be accumulated beyond this year. Written proof of jury service and a written statement from the court showing total monies received for jury service must be submitted to the employer prior to payment of the jury pay. Employees reporting for jury duty and not selected for service or released early shall be required to report for a regularly scheduled shift, if by reasonable efforts, such employee can complete at least four (4) hours of the regularly scheduled shift.

**ARTICLE 18 - BEREAVEMENT LEAVE**

Effective upon the date of signing this Agreement, regular seniority employees who have been employed three (3) consecutive months shall be entitled to bereavement leave as follows. In the event of a death in the family a regular seniority employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral subject to the following provisions:

- (a) the relatives designated shall include parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparents which include spouse's grandparents and grandchildren.
- (b) to be eligible for bereavement leave the employee must attend or make a bona fide effort to attend the funeral.
- (c) pay for compensable bereavement leave shall be eight (8) hours at the straight time hourly rate.
- (d) compensable days will be limited to those days from and including the date of death to and including the day of the funeral
- (e) bereavement leave is not compensable when the employee is on leave of absence, vacation, bona fide layoff or for day falling outside the employee's regular work week or any day the employee would not have otherwise worked, the intent being that the employee be compensated for work time lost.

**ARTICLE 19 - GRIEVANCE PROCEDURE AND ARBITRATION**

Whenever a dispute arises between the Company and the Union or between the Company and one or more employees, the employee(s) shall continue to work except in the event of a termination or layoff and the dispute shall be adjusted in accordance with the following procedures.

Time limit to institute this grievance procedure:

- (1) termination or suspension - ten (10) calendar days from first knowledge of the grievance
- (2) all other grievances - thirty (30) calendar days from first knowledge of the grievance

In any dispute over a paycheck or pay statement or any matter thereon, the time limit shall be calculated from the date the employee received the paycheck or pay statement.

Step 1: An employee grievance shall first be taken up between the employee and the Company, however, the employee will be entitled to be represented by a shop steward or a union representative, if so requested by the employee.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union or a shop steward and the Company.

Step 3: Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to an authorized representative of the Union and the Company.

- Step 4:
- (a) Failing settlement under Step 3, either party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.
  - (b) If the parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturday, Sunday and General Holidays) after one party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.
  - (c) The arbitrator shall be requested to hand down his decision within fourteen (14) days (excluding Saturday, Sunday and General Holidays) following completion of the hearing and his decision will be final and binding on the two parties to the dispute and shall be applied forthwith.
  - (d) The cost of the arbitrator will be borne equally by the Union and by the Employer.

#### **ARTIC E 20 - MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, all matters concerning the operations of the Company business shall be reserved to the management. The Union recognizes that the functions of the Company include:

- (1) to maintain order, discipline and efficiency

- (2) to discharge, classify, suspend for proper cause, direct or transfer employees from one classification to another, move employees from one location to another for proper cause
- (3) to increase and decrease working forces
- (4) an employee will receive a copy of any written reprimand or warning letter placed on his file (with a copy to the Union). Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any incident causing such written reprimand or warning letter over a period of twelve (12) months will not be used to compound other disciplinary action against the employee.
- (5) To make or alter from time to time, rules and regulations (not inconsistent with this collective bargaining agreement) to be complied with by all employees. These rules and regulations are to be filed with the Union.

## **ARTICLE 21 - SAVINGS CLAUSE**

### **Section 1**

If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

### **Section 2**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 19.

## **ARTICLE 22 - COMPLIANCE WITH THE LAW**

The Company agrees to abide **by** all Federal Laws and regulations pertaining to discrimination, safety, employee benefits and other matters relating to employment in general which impact on the employees covered **by** this Agreement.

## **ARTICLE 23 - HEALTH AND WELFARE**

See attached Appendices for B.C. and Alberta.

## **ARTICLE 24 - PENSION**



See attached Appendices for B.C. and Alberta.

**ARTICLE 25 - DURATION**

This Agreement shall continue in full force and effect from July 1st, 1993 until December 31st, 1997 and shall thereafter be automatically renewed from year to year unless either party notifies the other of its desire to change, modify or terminate the Agreement.

Either party desiring to change, modify or terminate this Agreement must notify the other party in writing at least sixty (60) and no more than one hundred twenty (120) days prior to the expiration date of this Agreement or any year in which notice of change or termination is given.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates written below.

NATIONS WAY TRANSPORT SERVICE INC.

WESTERN CANADA COUNCIL OF TEAMSTERS

By: Calvin Wolfe

By: [Signature]

By: \_\_\_\_\_

By: [Signature]

Date: 3-14-96

Date: January 15, 1996

Witness: [Signature]

Witness: [Signature]

**APPENDIX "A"**  
**TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND**

The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.

The Employer shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31.

**APPENDIX "B" - HEALTH AND WELFARE****Section 1 - Participation**

It is agreed that the Company will participate in the Teamsters - Transport Health and Welfare Trust Plan (the Plan) instituted 1 July, 1971, and operated under an Agreement and Declaration of Trust revised on 26 November, 1990.

The Company's participation in the Plan will continue throughout the life of this Agreement.

**Section 2 - Board of Trustees**

A Board of Trustees will be constituted of those persons provided for in the Agreement and Declaration of Trust (the Trust Agreement) and will include no less than three (3) people appointed by the Teamsters Local Union No. 31.

**Section 3 - Plan Administration**

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees, provided the Plan is administered in accordance with the Collective Agreement and any applicable government law or regulation.

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust, and benefit entitlement will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

**Section 4 - Eligibility Conditions**

- (a) For the purposes of this section a regular employee or member of the Union hired by the Company shall include a dependent contractor. A dependent contractor shall be considered a regular employee on his date of hire.
- (b) Any member of the Union who is a regular employee in the employ of the Company on the date of this Agreement shall join the Plan on the date of this Agreement.
- (c) Any member of the Union who is hired by the Company after the date of this Agreement shall join the Plan on the first day of the month coincident with or immediately following the month in which the employee becomes a regular employee.
- (d) Notwithstanding subparagraph "(c)" above, any member of the Union who is hired by the Company after the date of this Agreement who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and who becomes a regular employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.
- (e) If an employee whose coverage has been terminated due to lay-off is recalled and works a minimum of one full shift, coverage for the weekly indemnity and long term disability benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

## Section 5 - Rehabilitative Employment

Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement coverage under the Plan other than would have been provided had such return to work not have occurred.

During such periods of "rehabilitative employment," it is agreed that:

- (a) The employee will be paid by the Company at his normal rate of pay for hours worked.
- (b) The duration of such rehabilitative employment shall exceed thirty (30) days only by mutual consent of all parties.

## Section 6 - Benefits

Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Weekly Indemnity
- (d) Long Term Disability
- (e) Dental
- (f) Extended Health
- (g) Medical Services Plan of B.C.

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

It is understood that, should the provision of Medical Services Plan of B.C. coverage be removed from the Plan, the Company will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Company. It is further understood that entitlement to coverage for Medical Services Plan of B.C. coverage will be identical to entitlement to coverage under the Plan.

## Section 7 - Cost

The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Plan for one day or more.

Definition: The Company agrees to the contribution rate established by the Board of Trustees from time to time and also any increase in the premium rates of the B.C. Medical Plan. This means that the Company will be responsible for any monies required to keep the Plan whole.

## Section 8 - Payment

Contributions will be made on a calendar month basis for each eligible employee and the

Company shall remit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the month for which coverage is required.

**Section 9 - Termination of Coverage**

- (a) All coverages under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.
- (b) If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other coverages will terminate at the end of the month in which termination of employment occurs.
- (c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

**Section 10 - Failure to Remit Contributions**

It is agreed that, if the Company fails to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Health and Welfare Plan but would have received had the Company remitted the required contributions.

**Section 11 - General**

- (a) It shall be the responsibilities of the Trustees of the Plan to provide all necessary enrolment and administrative forms to the Company.
- (b) It shall be the responsibility of the Company to provide the employee the necessary forms to enrol and make claim under the Plan.
- (c) It shall be the responsibility of the employee to cause such forms to be completed.



**APPENDIX "C"**  
**TEAMSTERS' - B.C. MASTER EMPLOYEES PENSION PLAN**

**Section 1**

The Teamster - B.C. Master Employees' Pension Plan is designed to supplement other forms of pension an employee may have.

The Company together with other Companies signing a Collective Agreement that is the same or substantially the same as the B.C. Master Cartage and Warehousing Agreement on the one Part, and Teamsters Local Union No. 31 on the other Part, have together established a Pension Plan to be known and described as:

**Teamsters - B.C. Master Employees Pension Plan**

The Plan will continue throughout the life of the Collective Agreement.

The Plan will operate under the supervision and guidance of 5 Trustees appointed by the Companies and 5 Trustees appointed by the Union.

The Plan and the activities of the Trustees will be governed by a Trust Agreement aforesaid.

The following eligibility conditions shall apply to the Plan:

- (a) Any member of the Union who is a regular employee in the employ of the Companies described as part one above on the effective date of the Plan shall join the Plan from that date.
- (b) Any member of the Union who is hired by the Companies after the effective date shall join the Plan on the first day of the month immediately following that month in which the employee becomes a regular employee.
- (c) Notwithstanding the provisions of Sub-section (b) of this Section, any member of the Union who is hired by the Company after the effective date of the Plan shall join the Plan as an active participant on the day he is so hired, provided that within the previous thirty (30) day period he was a participant in the Plan.
- (d) Notwithstanding the provisions of Sub-section (b) of this Section, any member of the Union hired as replacement for regular employees shall join the Plan on the first day of the month following the month in which the employee is hired.

**Section 2**

The Trustees shall establish benefits from time to time in conformity with the sound financial applications of the negotiated contributions.

**Section 3**

The cost of the Plan shall be borne by the Companies.

The Company shall contribute in respect of each employee at a rate of contribution for each hour worked as follows:

- (1) All straight time hours worked by (or paid for) an eligible regular employee, not to exceed 40 hours per week or 168 hours per month, except:
  - (a) Any employee working a four day work week **shall** be entitled to 40 hours per week, provided the employee works each day of the stipulated work week.
  - (b) In respect of a linedriver not to exceed 168 hours per month. Hours worked by a linedriver in any month in excess of 168 hours to be banked and to be carried forward by the Company for payment in any month in which the hours worked are less than 168.
- (2) **All** hours, but no more than 168 hours per month, for an employee within the regular bargaining unit on leave of absence by reason of their being appointed or elected to a part-time or full-time position in the Union. (These contributions shall be paid **by** the Union).
- (3) The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:
  - jury duty
  - bereavement leave
  - vacation pay
  - statutory holiday pay
  - special personal floating holiday pay

No contributions are required to be paid for:

- change in shift penalty
- call time - where a call involves a four hour minimum embodying call time and hours worked, only hours worked are contributed for
- severance allowance

The following rate of contribution shall apply:

Effective Date - Cents Per Hour

May 1, 1995	\$1.20 per hour
January 1, 1996	\$1.35 per hour
January 1, 1997	\$1.80 per hour

Contributions shall be made on a calendar month basis for each regular employee and the Companies shall submit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the following calendar month.

**APPENDIX C-1  
PRAIRIE TEAMSTERS PENSION PLAN**

**A. Linehaul Drivers - Local 362**

Effective **May 1, 1995**

The Company will contribute two point six six cents (2.66¢) per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute one dollar and twenty cents (\$1.20) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective **January 1, 1996**

The Company will contribute two point eight nine cents (2.89¢) per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute one dollar and thirty cents (\$1.30) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

- B.** Contributions and remittances referred to in A above, shall be remitted monthly by the fifteenth (15th) 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:
- i. The Union will advise the Company, in writing, of any delinquency.
  - ii. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
  - iii. In the case of failure of the Company to contribute into the funds on the due rate, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

LETTER OF UNDERSTANDING

**BETWEEN:**                **NATIONS WAY TRANSPORT SERVICE INC.**

**AND:**                    **TEAMSTERS LOCAL UNION NO. 31 AND 362**

The parties hereto agree as follows:

Calgary based linehaul drivers shall continue to operate according to the linehaul conditions contained in the current Canadian Freightways Limited collective agreement.

The five (5) axle rate of pay for these employees shall be as follows:

May 1, 1995	47.37 cents per mile
January 1, 1996	48.51 cents per mile
January 1, 1997	49.63 cents per mile

The hourly **work** and wait time rates shall be the applicable rates contained in this collective agreement.

**SIGNED THIS** *14* **DAY OF** *March* **, 199** *6*

**FOR THE COMPANY**

*Calvin Wolfe*  
\_\_\_\_\_  
*V.P. H.R.*  
\_\_\_\_\_

**FOR THE UNION**

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_