

SOURCE	<i>Union</i>		
EFF.	<i>97</i>	<i>08</i>	<i>01</i>
TERM.	<i>99</i>	<i>06</i>	<i>30</i>
No. OF EMPLOYEES	<i>130</i>		
NOMBRE D'EMPLOYÉS	<i>130</i>		

**COLLECTIVE AGREEMENT**

**Between:**

**GERSHMAN TRANSPORT INTERNATIONAL LIMITED**

**Winnipeg, Manitoba**

**(hereinafter referred to as "The Company")**

**OF THE FIRST PART**

**AND**

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

**Affiliated with the  
International Brotherhood of Teamsters,  
and Teamsters Canada  
(hereinafter referred to as "The Union")**

**OF THE SECOND PART**

*10977(01)  
FM98-00330*

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## **ARTICLE 1 - PURPOSE**

- 1.01 The mutual interest of employer and employees is recognized by this Agreement for the operation of Company properties under methods that will promote to the fullest extent, safety to the employee, economy of operation, quality and quantity of output and the protection of property; and it is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively for the advancement of these conditions.

## **ARTICLE 2 - RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit set forth in the Certification Order issued by the Canada Labour Relations Board on October 17th, 1995, Certificate #555-3930.

*"All employees of Gershman Transport International Limited, excluding owner operators, drivers of owner operators, maintenance workers, office workers, dispatchers, sales personnel, supervisors, and those above the rank of supervisor."*

Supervisory personnel shall not perform work regularly performed by employees in the bargaining unit except under the following circumstances:

- a) For testing or inspecting equipment.
- b) For instruction or training.
- c) In cases of emergency affecting the safety of employees, damage to equipment or adversely affecting operations for such time as is necessary to overcome the emergency.
- d) In cases where bargaining unit employees cannot be made available in such a time frame as to allow the Company to meet the needs of the customer.

## **ARTICLE 3 - RESPONSIBILITIES OF PARTIES**

- 3.01 The Union, its officers and representatives at all levels and all employees are bound to observe the provisions of this Agreement. The Company, its officials and representatives at all levels, are bound to observe the provisions of this Agreement.
- 3.02 All notification required to be given with respect to this Agreement, unless otherwise specified therein, shall be given to the Company at their specified local office in Winnipeg, Manitoba, and to the Union at their specified local office in Winnipeg, Manitoba.

## **ARTICLE 4 - RESERVATION(S) OF MANAGEMENT FUNCTION**

- 4.01 It is the exclusive right of the Company to operate and manage the affairs in which it is engaged and to direct its working forces. These rights shall not in any way be abridged except by specific restriction as set forth in this Agreement.
- 4.02 Such rights, without limiting the foregoing, include, but are not limited to; the right to hire, determine the job qualifications of employees, classify, promote, demote, transfer, lay off, recall, test; to discipline, suspend or discharge for just cause, to determine the number of employees to perform the work; to control and regulate the use of all equipment and to schedule the work, to determine the equipment, trucks, tools, machinery and products to be used; to determine the utilization of all equipment, trucks, machinery, tools and products; to determine or establish new or improved operating methods, equipment or facilities, to make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees except as expressly specifically limited by the terms of this Agreement.

## **ARTICLE 5 - OTHER UNION CONTROVERSY**

- 5.01 During the life of this Agreement, there shall be no lock-out by the Company or any strike, sit-down, slow-down, work stoppage, or suspension of work either complete or partial for any reason by the Employees.
- 5.02 The Company recognizes the right of the employees to either accept or refuse to cross a legal picket line. In the event of refusal, he must immediately notify his supervisor. Unless there is imminent danger to the employee, the employee shall deliver a perishable load whenever possible and shall thereafter be entitled to exercise complete discretion on any additional deliveries to such struck location. Thereafter, the Union and the Company shall immediately meet with the objective of arriving at a mutually satisfactory solution.

## **ARTICLE 6 - UNION SECURITY**

- 6.01 Employees covered by this Agreement must as a condition of employment become and remain members in good standing with the union for the duration of this Agreement, the whole in compliance with the Canada Labour Code.
- 6.02 The Company agrees to deduct from the last pay cheque of each month, the monthly dues, initiation fees, assessments and fines.
- 6.03 The Union shall supply the Company with application forms and each employee must complete these forms within fourteen **(14)** days of commencement of employment and remit to Union.

- 6.04 Monies deducted along with a list of names from whom such a deduction was made shall be remitted to the Union not later than the fifteenth (15th) day of the following month.
- 6.05 The Union agrees to indemnify the Company and save it harmless from any and all claims which may be made against it, for the amounts deducted from the wages of employees under this Article.
- 6.06 The Company will indicate the amount deducted for Union Dues in the appropriate box on the employee's T-4 slip.

#### **ARTICLE 7 - EXCLUSIVE AGREEMENT**

- 7.01 No particular agreement relating to working conditions other than those provided for in the present agreement, between an employee and the Company is valid unless it has received the written approval of the officers duly mandated by the Union and the Company.

#### **ARTICLE 8 - STEWARDS AND UNION COMMITTEES**

- 8.01 The Company agrees to recognize three (3) union Stewards, with additional Stewards if the operations are such that three (3) Stewards are unable to appropriately represent the membership.
- 8.02 It shall be the Steward's duty to participate in the processing of grievances.
- 8.03 Union Stewards shall report to their supervisor and request permission before leaving their jobs for the purpose of Union business. The Company reserves the right to establish the time limits to perform such Union business. The Company shall be responsible for payment of time used by a steward in the investigation of a grievance, after an official grievance has been filed. This clause shall not be interpreted as to allow Stewards on Company time to solicit grievances.
- 8.04 The Union shall inform the Company in writing of the name of the Stewards and of any subsequent change in the names of the Stewards. The Company will not recognize any steward until such notification from the Union has been received.
- 8.05 Authorized agents of the Union shall request access to the Company's establishments or property. Such authorization shall be on appointment basis only.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 A grievance shall be defined as a dispute as to the application or interpretation of the provisions of this Agreement. All such grievances shall be adjusted and settled within the

terms and conditions of this Agreement in the manner provided in the Agreement. The procedure for such adjustment and settlement shall be as follows:

**STEP 1** Any grievance of an employee will first be taken up between such employee and his immediate supervisor, or such person as may be designated by the Company, however, he shall have the right to attend with his appointed Shop Steward.

**STEP 2** Failing settlement under Step 1, the employee must present his grievance in writing to the Local Union. The Local Union shall present the written grievance to the employee's Manager or Designate within the time limits described below:

- a) Termination or layoff - ten (10) calendar days from the date of termination or layoff.
- b) All others - thirty (30) calendar days from the date that the employee has been made aware of the incident.

Such grievance shall be taken up between the representative of the Local Union and the employee's Manager or Designate.

**STEP 3** Failing settlement under Step 2, the matter shall be taken up in presentation to a board consisting of two (2) union members selected by the Union and two (2) Company employees 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.

**STEP 4** **MEDIATION**

Upon completion of Step 3 above, and prior to the time required to proceed to Arbitration, by mutual agreement between the grievor, the Union and the Company, a mediator may be requested to assist in the settlement of a grievance. The above noted parties in writing shall request the mediator either:

- a) to help the parties resolve the grievance, or
- b) to render a binding decision regarding the settlement of the grievance.

9.02 The Company or the Union may submit a grievance in writing at Step 2 of the grievance procedure provided that the grievance is within the time limits detailed under Step 2.

- .03 Any grievance when submitted in writing must state specifically which provision(s) of the Agreement is alleged to have caused the violation and the redress demanded.
- 9.04 There shall be no change made in the content of the grievance as originally filed in writing during the subsequent steps of the grievance procedure. New evidence may be submitted at any time during the grievance procedure by either party.
- 9.05 It shall be the responsibility of the party desiring arbitration to inform the other party in writing no later than 30 days after either the last discussion or the end of mediation under clause 9.07.
- 9.06 If the parties choose option (b) above, the decision of the mediator shall be binding upon the parties to the proceedings.
- 9.07 If any of the above noted parties do not agree to the taking of Step 4 as outlined herein, or having selected option (a) above, the grievance is not settled by way of mediation, the parties in the normal course may proceed to arbitration as provided for in Article 10.
- 9.08 If the parties cannot mutually agree upon a mediator, the Department of Labour shall be requested to appoint a mediator.
- 9.09 The Union and the Company agree to share equally the fees and expenses of the mediator.
- 9.10 The period of time from the agreement to mediate until mediation is ended is excluded from the computation of time under the steps in the arbitration process.
- 9.11 If mediation settles the grievance, the mediator will provide the parties with a report outlining the basis for settlement.
- 9.12 Any and all decisions rendered by use of the mediation procedure are privileged and shall not be utilized by any party in any manner as a precedent or otherwise referred to in any other grievance filed under this Agreement.
- 9.13 If mediation under option (a) fails to resolve the grievance, the Company and the Union, by agreement, may choose the mediator to be the arbitrator under Article 10.

## **ARTICLE 10 - ARBITRATION PROCEDURE**

- 10.01 The Arbitration procedure shall extend only to those issues which are arbitrable under this Agreement and only if the grievance was properly and timely filed and meets the requirements as set out in Article 9 of this Agreement.

- 10.02 Failing settlement in either Step 3 or Step 4 of the grievance procedure, the matter shall be referred to an agreed upon neutral Arbitrator. Failing agreement, the Department of Labour shall be requested to appoint a neutral Arbitrator.
- 10.03 After the Arbitrator has been chosen by the foregoing procedure, he shall meet and hear the evidence of both parties, as soon as possible. The decision of the Arbitrator shall be final and binding on the parties and upon any employee(s) affected by it.
- 10.04 The Union and the Company will equally share the cost incurred by the Arbitrator.
- 10.05 Each party shall be responsible for the cost of its witness in accordance with the arrangement it has made with its witnesses.
- 10.06 Each Arbitrator shall not deal with more than one (1) grievance without the mutual consent of the Company and the Union.
- 10.07 The Arbitrator shall not have the power to add to, subtract from or modify in any way the terms of this Agreement. The Arbitrator may consider only the particular issue or issues presented to him and his decision must be based solely on the interpretation of the provisions of this Agreement.

#### **ARTICLE 11 - SENIORITY**

- 11.01 New employees shall be considered probationary employees until they have been employed ninety (90) calendar days. Such probation period may be extended by mutual agreement between Company and Union. During the probationary period, there shall be no responsibility for re-employment if an employee is discharged or laid off for any reason.
- MTIEAC students shall not be considered employees of the Company and therefore their probation period shall not commence until such time as they have completed the MTIEAC course and have been accepted as employees of the Company.
- 11.02 At the completion of the probationary period, each employee shall have his name added to the seniority list of the terminal. Such employee shall receive credit to the first day of employment.
- 11.03 Seniority shall be defined as an employee's period of continuous service with the Company since his last date of hire.
- 11.04 The Company shall post seniority lists by the various divisions of the Company, based on the company's records, every three (3) months. The employees position on the list shall establish their seniority in relation to each other. A Steward and local Company official will



be responsible for keeping each list current. A copy of the seniority lists will be supplied to the Union upon request.

- 11.05 Seniority is the total length of continuous service by an employee in the employ of the Company. The purpose of seniority is to provide the order of work preference, lay-offs, recalls and vacation selection.
- 11.06 In recognition of the responsibility of Management for the efficient operation of its Company, it is understood that in cases of promotion, transfer, layoff for lack of work and recall to work for employees so laid off, the following factors will apply:
- a) Demonstrated ability to perform the work.
  - b) Seniority.
- 11.07 In the event that the Company creates designated runs such work shall offered in order of seniority provided the senior employee is capable of performing the work required.
- 11.08 Temporary vacancies not exceeding thirty (30) days, shall be filled at the discretion of the Company.
- 11.09 Any employee laid off shall retain and accrue seniority for a period of one (1) year or the length of his employment, whichever is the lesser. Employees recalled in accordance with Article 11.13 will be contacted by telephone, however in the event the employee cannot be reached by telephone the company shall inform the employee by registered mail and he/she will be allowed seven (7) consecutive days from receipt to report for work. The company shall be kept informed in writing of any changes of address or telephone number. In the event of an employee with no fixed address, the Company will forward such notices to the Local Union.
- 11.10 No employee shall lose seniority rights while on an approved leave of absence.
- 11.11 Employees who are transferred to positions outside of the bargaining unit shall continue to accrue seniority and have the right to return to their former classification provided such election to return is made within ninety (90) calendar days of their transfer.
- 11.12 An employee shall lose seniority and employment rights for any of the following reasons:
- a) Voluntary resignation or retirement.
  - b) Dismissal for just cause.
  - c) Failure to return to work in accordance with recall notice.

- d) Failure to return to work at the expiration of a leave of absence.
  - e) Absence for five (5) or more consecutive working days without notifying the Company or furnishing an acceptable reason for the absence to the Company.
  - f) Layoff for a period equal to the employee's seniority or one (1) year, whichever is the lesser.
- 11.13 Any employee on layoff is not required to accept a recall unless there is a minimum of two (2) weeks work.
- 11.14 The Company may at its discretion establish a spare board upon which employees not regularly employed may place their name. Such employees may be used where regular employees are not available and shall if so requested be given first opportunity for full time employment. Such employee shall be members of the Union and shall be covered by this Collective Agreement, and shall be paid those wages as outlined herein (this shall not apply to supervisory personnel working as described in Article 2.02 d).

## **ARTICLE 12 - SAFETY AND HEALTH**

- 12.01 The Company shall not require employees to take out, on the streets or highways, any vehicle that is not in a safe operating condition or not equipped with safety appliances as required by law. If an employee alleges that the equipment is unsafe, the final decision as to the condition of the equipment shall rest with the designated Senior Company representative on the premises. Such representative shall give his decision to the employee in writing. In the event that repairs are required and can not be effected, the equipment will be correctly identified and kept out of service until repaired.
- 12.02 Employees shall report via Company satellite communications, any safety or mechanical defects known to the employee as soon as possible, but in any event prior to arrival at the home terminal. It is understood and agreed that employees are not qualified mechanics and such reports shall simply be to the best of the employees ability.
- 12.03 When an employee meets with a personal injury while on duty which prevents him from completing his shift, he will be paid for only the actual hours worked, except that if the injury is of a nature requiring hospitalization or immediate care by a medical physician, the employee will be compensated for the full shift on that day, less any amount that he may receive from any other source. Any such loss of time shall require substantiation by the furnishing of a doctor's certificate.
- 12.04 Any medical examinations requested by the Company or by the Government shall be promptly complied with by all employees.

The Company shall pay for all such examination (excluding pre-employment ICC medical and drug tests). The Company reserves the right to select their own medical examiner or physician. In the event the Company chooses to select their own medical examiner the employee shall be notified and the Company shall make such arrangements as are necessary for the employee to attend.

In the event a post accident drug or alcohol test is required and the results of such test(s) are positive, the driver shall pay for the costs of such test(s). If however, the results are negative, the Company shall pay said costs.

- 12.05 The Company shall supply proper equipment and apparel if required, to ensure the safety of all employees. Such equipment and apparel shall be paid for by the Company, the whole in compliance with the Canada Labour Code.

### **ARTICLE 13 - FUNERAL AND BEREAVEMENT LEAVE**

- 13.01 In the case of death of a member of the immediate family of an employee, the Company will grant three (3) days paid funeral leave where the employee is scheduled to be on duty during the three (3) days following the day of death. For each day of the three (3) day leave of absence for which the employee is eligible to receive pay, he shall be paid his eight (8) hours straight time pay at the assigned job classification.
- 13.02 For the purposes of this section, "immediate family" shall include the employee's spouse (including common-law spouse), parent(s), spouse of father or mother (including common-law spouse), child(ren), sister, brother, father-in-law (including common-law), mother-in-law (including common-law) and any relative permanently residing in the employee's household or with whom the employee resides.
- 13.03 Special consideration will be given to any employee requesting a leave of absence without pay in the event of death of other relatives, associates or friends.
- 13.04 The employee will not be entitled to funeral leave pay when the employee is absent from work due to vacation, holiday, injury, illness or leave of absence.
- 13.05 In case of the death of a member of the immediate family of an employee whose residence is outside of the North American continent, the Company will grant a maximum of three (3) days paid funeral leave. It is understood that such paid leave will not be granted in instances where the employee otherwise eligible does not attend the funeral.

## **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01 Upon request of any employee for good reason, the Company may grant a leave of absence without pay for a period not exceeding thirty (30) calendar days. Any such request shall be applied for in writing.
- 14.02 When such leave is granted, the employee shall retain and accrue seniority rights. However, should he engage in other employment while on this leave of absence, he shall lose his seniority rights.
- 14.03 Any extension of a leave of absence will be considered and may be granted providing such request is made in writing by the employee, with a copy to the Union, prior to the expiration of the original period of such leave.
- 14.04 All requests for a leave of absence shall require advance notice in writing of at least fifteen (15) working days. The request shall state the reason and length of leave of absence.
- 14.05 Any employee who fails to return to work upon the expiration of any leave of absence shall be considered to have terminated his services and shall lose all seniority rights, as per Article 11.12.

## **ARTICLE 15 -JURY OR CROWN WITNESS DUTY**

- 15.01 Any employee called to serve on any Jury or to act as a witness for the Crown shall be excused from work on such days as required to fulfil his obligations. Any employee required to act as a witness other than for the Crown, shall notify the Company but shall not be eligible for payment as described herein.
- 15.02 During days that he so serves, he shall receive from the Company, payment based on his regular straight time wages for eight (8) hours per day.
- 15.03 An employee called to serve on a Jury or to act as a Crown Witness, shall be required to furnish proof of such requirement to the Company.

## **ARTICLE 16 - GENERAL HOLIDAYS**

- 16.01 All employees who have been employed with the Company at least thirty (30) days prior to the General Holiday shall receive payment for such holiday.
- 16.02 Should a General Holiday enumerated herein fall on a non-working day or should an employee be required to work on a general holiday, such employee's vacation period shall be extended by one (1) day.

- 16.03 Drivers eligible for payment on any of these General Holidays shall receive 1/20 of their earnings in the last twenty (20) days worked prior to the General Holiday.
- 16.04 Highway drivers required to work on a General Holiday shall be paid one half (1/2) times their work time rate in addition to any regular monies earned while driving to a maximum of ten (10) hours per day, or shall be given a day off at a mutually agreed upon time in respect to the General Holiday
- 16.05 For the purposes of this Article, General Holidays are:
- (1) New Year's Day
  - (2) Good Friday
  - (3) Victoria Day
  - (4) Canada Day
  - (5) Labour Day
  - (6) Thanksgiving Day
  - (7) Remembrance Day
  - (8) Christmas Day
  - (9) Boxing Day

#### **ARTICLE 17 - VACATIONS WITH PAY**

- 17.01 Each employee shall have granted to him vacation with pay depending on the length of service with the Company.
- 17.02 In the first year of employment, employees will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days. Such vacation to be taken in the period between January 1 and December 31 in the year following the commencement of employment. Vacation pay will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.
- 17.03 Employees who have completed one (1) year's service, but less than six (6) year's continuous service shall receive two (2) week's vacation with payment at four (4) percent of their earnings in each year.
- 17.04 Employees who have completed six (6) year's service shall receive three (3) week's vacation with payment at six (6) percent of their earnings in each year.
- 17.05 Vacation pay shall be calculated on the employees employment anniversary date.
- 17.06 Vacation pay shall be issued once per year when requested providing the employee has completed six (6) months of employment, if not requested, it shall be paid out, at the first pay period following October 1st of each year.
- 17.07 Employees shall apply to the Company a minimum of six (6) weeks in advance of requested vacation time and the Company shall allow up to 12% of employees to be off on vacation at one time.

## **ARTICLE 18 - HEALTH AND WELFARE**

18.01 Existing benefits program shall not be reduced or eliminated during the term of this agreement. A copy of the Plan Booklet(s) and any future updates shall be supplied to each employee and forwarded to the Local Union.

## **ARTICLE 19 - HOURS OF WORK**

- 19.01 A workday shall be defined as a twenty-four (24) hour period commencing with the start of the employee's shift.
- 19.02 The work week shall be the period commencing at 00:01 Sunday and ending at 24:00 on the immediate following Saturday.
- 19.03 Except as otherwise noted herein, nothing contained herein shall be construed as a guarantee of hours of work per day or per week.
- 19.04 The basic work week for highway drivers shall be in accordance with applicable legislation of D.O.T. & M.O.T.

## **ARTICLE 20 - GENERAL WORKING CONDITIONS - ALL DRIVERS**

20.01 All employees covered by this Agreement shall be paid on the 15th day of the month (those wages earned from the 17th of the previous month to the 3rd of the current month) and on the last day of the month (those wages earned from the 3rd of the month to the 17th of the current month). Each employee shall be provided with a separate or detachable written or printed itemized statement in respect to all wage payments made to such employees. Such statement shall set forth the dated pay period, the total hours worked, the total miles driven or paid for, total overtime hours worked, the rate of wages applicable and deductions made from the gross amount of wages. The Company shall not make any deductions other than, statutory deductions unless there is 1) demonstrated gross misconduct, 2) contrary to posted Company rules and regulations, or 3) wilful damage or 4) those as otherwise specified herein, without the express written consent of the employee and Local Union. In the event that an employee as a result of gross misconduct is to be required to pay for the costs of the misconduct, the Company shall make every reasonable effort to mitigate the employees costs.

If an error in payroll occurs in the payroll computation and the amount is equal to \$150.00 or more, he shall be entitled on request to receive same as soon as practicable, but not later than two (2) days following the day on which the error was reported. If an employee improperly completes his trip sheet or pay claim or does not turn them in immediately on completion of his trip or prior to the payroll cut off date, or for any payroll computation error

less than \$150.00, any pay so effected will be made available to the employee on the next regular pay cheque, or at an earlier time at the discretion of the Company.

**Note:** In the event that a report of damage to the Company is below the material cost of \$100.00, no action to recover such costs shall be taken by the Company.

- 20.02 a) All employees required to pay costs incurred on behalf of the Company, shall pay for such costs via Company approved method of payment. Pre-authorization shall be required for all expenses in excess of \$100.00. Upon return to the home terminal of the employee or as otherwise directed by the Company, the employee shall provide to the Company, valid receipts to substantiate any claimed Company expenses.

Advances other than those noted above (ie: Greenbacks) shall be made to the employee at a cost of \$10.00 per transaction. In the event such advances total more than \$300.00 in any one pay period, the total amount not used for Company expense (substantiated by receipt) shall be subject to a 25% surcharge fee. Probationary employees shall not be assessed any fees as noted above.

**Note:** When tabulating the \$300.00, no exchange rates (Canada - U.S.) shall be applied.

- b) Employees shall not be authorized to use any Company charge card while on **Book Off** or vacations of a duration in excess of seven (7) days. In the event that such Company card is used on such Book Off or vacation a surcharge of twenty-five per cent (25%) shall be levied against all outstanding costs.

- 20.03 All employees covered by this Agreement shall be dispatched on a first (1st) in - first (1st) out basis provided that each employee so dispatched can legally complete the trip as dispatched. Notwithstanding the above, driver teams will be dispatched prior to single drivers.

In the administration of the above, the Company shall take into consideration an employee's preference in partners (ie: smoker *with* non-smoker, male *with* female, etc., only with consent of both employees). An employee must make the Company aware, at time of hiring or with reasonable notice thereafter, of any special teaming requirements.

- 20.04 The Company shall supply forms and it shall be the duty of the employee to properly complete, check and process those forms. Such forms to be turned in as directed by the Company. Such information shall be processed by the Company and the employee notified in writing of any changes made to the trip sheets, pay claims, and reasons therefore.

- 20.05 a) All employees are required to comply with all posted Company rules and regulations, such rules and regulations shall not be unreasonable nor in conflict with this

Collective Agreement. Violation of such rules and regulations may result in discipline up to and including dismissal. In the event the Company wishes to discipline an employee for just cause, it must do so as soon as possible but in no event longer than fourteen (14) working days from the time the Company became aware of the offence.

- b) A written confirmation of discipline addressed to the employee concerned must state the reasons for the disciplinary sanction. A copy of such written confirmation shall be transmitted to the Local Union offices. In the event that the written confirmation is not filed with the Local Union, it shall be considered null and void.

Moreover, the employee concerned must sign a statement attesting receipt, however such signature does not preclude the employee from exercising his right under the Grievance and Arbitration Procedure. If in the event the employee concerned refuses to sign said statement, the Company shall note this on the statement and forward it to the Union.

- c) A disciplinary sanction shall remain for the purposes of compounding discipline on an employees file for twelve (12) months.
- d) No employee shall knowingly by word or action cause the company to suffer loss of status in the industry. Where such actions are proven the employee may be subject to discipline up to and including discharge.
- e) Where an employee has been terminated for just cause the Company shall provide return to home terminal, transportation via Company vehicle, public transportation either bus or plane as determined by the Company. Such costs of public transportation to be deducted from the employees final pay, provided such funds are available.

20.06 Wages shall be paid to all employees in accordance with the schedules outlined in Appendix A attached to and forming part of this Agreement.

20.07 The rates of remuneration as listed in this Agreement are considered minimum rates and shall not preclude payment of premium rates and or bonuses at the discretion of the Company.

20.08 All time for which pay is claimed shall be accounted for by the employee on a form provided by the Company. Employees shall use Company routing, however, they shall have reasonable discretion to alter routing where the sense dictates. (ie: road construction, traffic delays, weather, etc.). In the event the Company finds an employee has not used reasonable discretion, the off route mileage may be subtracted from the trip and the original Company routing mileage shall be paid.



20.09 The Company shall use only Owner Operators to perform pick up and delivery in the City of Winnipeg other than deliveries in conjunction with a Linehaul dispatch to the City of Winnipeg, for the duration of this Collective Agreement.

The Company may from time to time require Company Highway Drivers to perform City pick up and delivery in the City of Winnipeg. On such occasion, such employees shall be paid at the rates as specified in the Wage Appendix. In the event of a double team working in such a fashion, both employees shall be paid.

20.10 The Company shall supply all Government required regulatory forms, (i.e. log books), to the employees.

It is the employee's responsibility to fill out and complete all such regulatory documentation correctly. Such documentation shall be turned in at the Company on the completion of each tour of duty or as otherwise instructed by the Company. Failure to turn in said documentation may result in disciplinary action.

Trips shall be assigned and an employee may complete more than one trip per tour of duty. A tour of duty begins and ends at the home terminal of the employee.

20.11 Driving tractor without trailer shall be paid for on the same basis as driving tractor trailers.

20.12 Mileage shall be calculated from point of dispatch to point of delivery.

20.13 a) Composite mileage rates include such duties performed in normal operations such as legalizing, driving, fuelling, checking equipment, hook up and unhook, pre-trip and post trip inspection and processing of related documents and forms. For the purposes of this Article legalizing shall be defined only as the moving of 5th wheels and trailer axles.

Where employees are required to physically move freight to legalize the load and such physical movement of freight takes longer than one half (1/2) hour all time spent in excess of one half (1/2) hour shall be paid at the applicable work time rate.

b) In the event of a miles discrepancy, the employee shall notify the Company and the Company shall take such actions as are necessary to correct any error.

20.14 All trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the mileage rate provided is less than the hourly rate for the actual driving time on a particular trip. The onus is upon the driver to question the rate of pay by marking his trip and pay report accordingly.

- 20.15 (a) Employees shall be given at least two (2) hours notice of departure time. Work time will be paid commencing one (1) hour after the scheduled departure time if work is not available as scheduled. Any employee who has an established reporting time and is unable to report for work shall give the Company two (2) hours notice unless a satisfactory reason is given.
- (b) It shall be the responsibility of the employee to ascertain that he is not hauling an overload and to ascertain that he has all the necessary and required licenses, certificates and permits before leaving the Company Terminal, provided however, that the Company shall arrange for all such information to be made available to the employee.

Where the employee has performed his duties as prescribed above, then he shall be paid for all lost time due to delays as a result of overloads or certification, violations, involving, Federal, Provincial, City or State regulations at the applicable work time rate in this Agreement unless placed on layover.

- 20.16 When an employee reports to work after having been called and no work is available, he shall receive a minimum of four (4) hours pay at the work time rate.
- 20.17 When an employee has been called for duty and has begun his trip, he shall be guaranteed the equivalent of eight (8) hours pay at the work time rate.
- 20.18 When authorized by the company, employees physically repairing equipment on the road due to mechanical failure will be paid, for actual time worked at the work time rate.
- 20.19 Employees required by the Company to travel on Company equipment shall be paid one-half (½) the double mileage rate for all such time travelled, however, if the Company can not provide travel accommodation on Company equipment, then the employee travelling on public transportation shall be paid the hourly rate of pay as specified in appendix "A" for all hours travelled.

The Company may relocate an employee (at the employee's request) to facilitate the use of idle equipment and reduce down time of employees. In such circumstance the company will provide transportation and the employee shall be paid an hourly rate equal to but not exceeding the Manitoba Provincial minimum wage for all hours travelled.

- 20.20 a) Employees required to wait because of mechanical breakdown will be paid at the work time rate as follows:

For the first two (2) hours - no pay. Thereafter for the next eight (8) hours - work time unless placed on lay-over.

For the next ten (10) hours - no pay and continuing on that basis for each successive eighteen (18) hours unless placed on lay over.

- b) Employees required to wait because of verifiable road conditions shall be paid as follows:

For the first sixteen (16) hours - no pay. Thereafter each employee shall be paid the Manitoba Provincial minimum wage for all hours until returned to driving duties.

20.21 Driver trainers shall receive three cents (.03¢) per mile in excess of the rates as outlined in Appendix "A" and the trainee shall receive three cents (.03¢) per mile less than the regular rate, while training. The trainee's progress shall be subject to review by the Company periodically, and in no event shall the training period exceed the probationary period described in Article 11 of this Collective Agreement.

20.22 Employees shall be paid work time as follows:

- a) Work time shall include, but not be limited to loading, unloading, repairs of equipment where instructed by the Company, and when employees are required to stay with equipment. In order to be paid for all such work time, such a pay claim must be substantiated by log book and a trip report.
- b) For all time in excess of four (4) hours spent waiting to load or unload, in conjunction with a linehaul movement, each employee shall be paid at the applicable work time rate. This payment shall be over and above the payment to each employee, of the current drop rate in this Agreement.
- c) Any trip involving a trailer exchange will be paid at the applicable work time rate for all time spent in performance of such duties.

20.23 In case of multiple pick-ups and drop offs an additional payment will be made for the second (2nd), third (3rd), fourth (4th), etc drops or pick ups. (See Appendix "A") The spotting of a trailer in the Company yard or compound shall not be considered for such payment.

20.24 Where the Company does not provide sleeping accommodations, Employees will be reimbursed for the cost of hotel rooms to a maximum of fifty (\$50.00) dollars per night without authorization, or if prior authorization is received at such rates as authorized. Mixed Teams (male & female) shall be allowed separate rooms upon request, with such rooms paid for as above. Tractors shall be deemed suitable sleeping accommodation for first night of lay-over (providing the tractor has suitable sleeping accommodation, double bunk for Team drivers). In the event of extreme temperatures either hot or cold, employees shall upon request, be allowed hotel accommodations.

20.25 a) Employees required by the Company to lay over, away from their home terminal shall be paid as follows:

	Team (each driver)	Single
i) more than 16 hours less than 24 hours	\$50.00	\$50.00
ii) more than 36 hours less than 48 hours	\$60.00	\$60.00
iii) more than 60 hours less than 72 hours	\$60.00	\$60.00

and continuing on in this matter until dispatched.

b) The Company and Union agree that in the event that more than one (1) layover becomes necessary on an employee's tour of duty, that, no employee shall be placed on an additional lay over, until such single employee has been in the employ of the Company eight (8) hours or until a double team has been in the employ of the Company twelve (12) hours.

c) The Union recognizes that the Company has hired employees from locations other than Winnipeg. In the event that such employees are laid over at their place of residence, they shall not be provided hotel accommodation, nor receive layover pay as described above. However, when these same employees are required to layover in Winnipeg, they shall be supplied accommodations (driver house or hotel), transportation to and from such accommodation and layover pay as described above.

\* No layover pay shall be paid to any employee who chooses to wait for a specific truck or to wait for a specific dispatch.

20.26 After having been relieved of duty no single man driver shall be called for dispatch until he has been off duty for eight (8) hours after completing a shift, unless the single man driver makes such a request.

20.27 On occasion the Company may request both drivers of a team to perform work on an hourly basis. On those occasions both drivers will be paid the work time rate for all hours worked. All such hours worked must be accurately recorded in the employees log book in order to be paid.

20.28 Driver Teams may be established and such teams shall not be separated except where operational needs of the Company, or poor productivity becomes evident.

20.29 Only two (2) employees shall be permitted to travel in sleeper cab equipment at any time except in cases of emergency or where a new type of equipment is put into operation.

In an effort to relocate an employee to/or from their residence, the company may add a third (3rd) person to a team dispatch provided that the dispatched team agrees and equipment permits.

## **ARTICLE 21 - VALIDITY OF AGREEMENT**

21.01 The provisions of the Canada Labour Code and the regulations and rules of procedure made from time to time thereunder shall apply in all respects to this Agreement.

21.02 Any clause or provision of this Agreement declared illegal or in any way conflicts with the above law shall automatically be amended to comply with such law.

The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

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

21.04 It is agreed that this Agreement contains the complete understanding between the parties and supersedes any and all other contracts which may have been provided prior to the effective date of this Agreement.

21.05 All headings and sub-headings in the present Collective Agreement are utilized for reference purposes only and have no bearing whatsoever on the interpretation of the Agreement.

**ARTICLE 22 - DURATION AND RENEWAL OF AGREEMENT**

22.01 This Agreement shall take effect and be binding upon the parties from August 1, 1997 until the 30th day of June, 1999, and shall continue in effect from year to year thereafter, unless notice of termination or revision thereof is given by either party in writing at least thirty (30) days prior to the natural expiration date or any subsequent anniversary date. Such notice may require the other party to enter into negotiations for renewal of the Agreement on ten (10) clear days' notice. If no Agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time a subsequent Agreement is reached.

SIGNED AT WINNIPEG, MANITOBA THIS 16TH DAY OF JULY, 1997.

ON BEHALF OF THE  
COMPANY

ON BEHALF OF THE,  
UNION

## APPENDIX "A"

Work Time	Date of Ratification	\$ 9.26
	May 31, 1998	\$ 9.50

Drop Rate	Date of Ratification	\$20.00
	May 31, 1998	\$21.00

### SINGLE DRIVER RATE/MILE BASE PAY

	0-12 Months Experience	12-18 Months Experience	18-24 Months Experience	24 + Months Experience
0-6 Months Service	.25	.26	.265	.28
6-12 Months Service	.255	.265	.28	.285
12-18 Months Service	.26	.28	.285	.29
18-24 Months Service	.265	.285	.29	.295
24-30 Months Service	.28	.29	.295	.30
30-36 Months Service	.285	.295	.30	
36-42 Months Service	.29	.30		
42-48 Months Service	.295			
48 + Months Service	.30			

**NOTE:** Months of experience means over the road experience driving tractor trailer unit which includes border crossings, mountain driving and customer related experience.

# LETTER OF UNDERSTANDING NO. 1

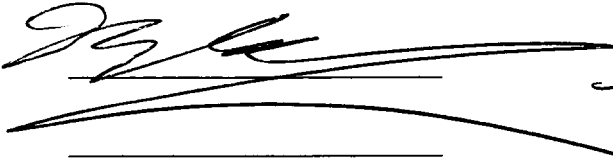
## BOOK OFF

All requests for book off shall be made during the period Monday through Friday (excluding Statutory Holidays) during terminal hours of 08:00 - 17:00 (Winnipeg time). Such requests must be made a minimum of seven (7) days in advance of the time off requested. Employees when required to be away from their domicile terminal for more than seven (7) days shall be entitled to up to two (2) days off, for more than fourteen (14) days up to four (4) days off, for more than twenty-one (21) days up to six (6) days off, etc., with proper notice.

This shall not preclude employees from making additional reasonable requests for book off in order to attend appointments such as doctors, lawyers, etc. Proof of such appointments attendance may be required by the Company.

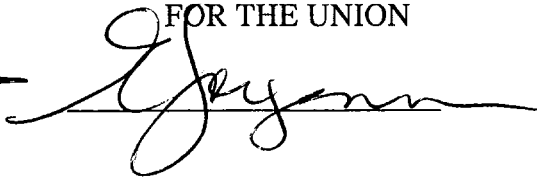
In WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized officers in that behalf this 16TH day of JULY, 1997.

FOR THE COMPANY



A handwritten signature in black ink, appearing to be 'J. L. ...', written over a horizontal line. Below the line is another horizontal line.

FOR THE UNION



A handwritten signature in black ink, appearing to be 'J. ...', written over a horizontal line. Below the line is another horizontal line.



## DEFINITIONS

- Book Off* - requested time off.
- Trip Sheet* - a record of the miles run, fuel consumed, and expenses surrounding the trip.
- Driver House* - accommodation provided to the driving employees at no cost.
- Lay Over* - the time between the completion of a dispatch and the beginning of the next dispatch.
- Drop rate* - the rate paid to a driver for additional pick **ups** or drops.
- Tourofduty* - the time from your initial dispatch until you return to your home location for booked time **off**.
- Trainee* - an employee with less than one year of North American over the road experience and still required a trainer.

Work Time

Date of Ratification \$ 9.26  
 May 31, 1998 \$ 9.50

Drop Rate

Date of Ratification \$20.00  
 May 31, 1998 \$21.00

BASE PAY

	0-12 Months Experience	12-18 Months Experience	18-24 Months Experience	24 + Months Experience
0-6 Months Service	.17	.175	.1775	.185
6-12 Months Service	.1725	.1775	.185	.1875
12-18 Months Service	.175	.185	.1875	.19
18-24 Months Service	.1775	.1875	.19	.1925
24-30 Months Service	.185	.19	.1925	.195
30-36 Months Service	.1875	.1925	.195	
36-42 Months Service	.19	.195		
42-48 Months Service	.1925			
48 + Months Service	.195			

**NOTE:** Months of experience means over the road experience driving tractor trailer unit which includes border crossings, mountain driving and customer related experience.

# LETTER OF UNDERSTANDING

## BETWEEN

### GERSHMAN TRANSPORT

## AND

### GENERAL TEAMSTERS LOCAL UNION NO. 979

The Parties hereto agree that in order to recognize and react to the rapidly changing market place that the language of the current Collective Agreement be amended as follows:

#### **ARTICLE 20.01**

All employees covered by this Agreement shall be paid on Friday, of each week. The Payroll cut-off date for each pay period, shall be the Thursday, two (2) weeks prior to the pay day.

If an error in payroll occurs in the payroll computation and the amount is equal to one hundred and fifty dollars (\$150.00) or more, the employee shall be entitled on request to receive same as soon as practicable, but not later than two (2) days following the day on which the error was reported. If an employee improperly completes his trip sheet or pay claim or does not turn them in immediately on completion of his trip or prior to the payroll cut off date, or for any payroll computation error less than one hundred and fifty dollars (\$150.00), any pay so effected will be made available to the employee on the next regular pay cheque, or at an earlier time at the discretion of the Company.

Each employee shall be provided with a separate or detachable written or printed itemized statement in respect to all wage payments made to such employees. such statement shall set forth the dated pay period, the total hours, worked, the total miles driven or paid for, total overtime hours worked, the rate of wages applicable and deductions made from the gross amount of wages.

#### **ARTICLE 20.23**

- a) In the case of pickups or drops a payment shall be made for each pick up or drop performed. (See Appendix "A"). The spotting of a trailer in the Company yard or compound shall not be considered for such payment.

**APPENDIX "A"**

Work Time	Date of Ratification	\$ 9.26
	May 31, 1998	\$ 9.50
Drop Rate	Date of Ratification	\$20.00
	May 31, 1998	\$21.00

**BASE PAY**

	0-12 Months Experience	12-18 Months Experience	18-24 Months Experience	24 + Months Experience
0-6 Months Service	.25	.27	.275	.30
6-12 Months Service	.26	.275	.30	.305
12-18 Months Service	.27	.30	.305	.31
18-24 Months Service	.275	.305	.31	.315
24-30 Months Service	.30	.31	.315	.32
30-36 Months Service	.305	.315	.32	
36-42 Months Service	.31	.32		
42-48 Months Service	.315			
48 + Months Service	.32			



**DEFINITIONS:**

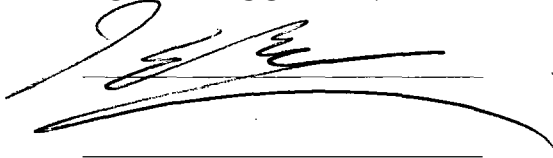
**Drop Rate** - The rate paid to a driver for pickups and drops.

The above noted language reflects the amendments made to the current Collective Agreement.

The remainder of said agreement remains in full force and effect.

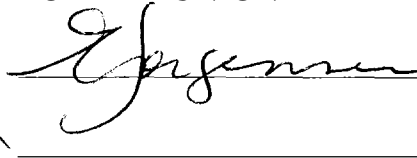
SIGNED this day 24<sup>th</sup> day of OCTOBER, 1997

**FOR THE COMPANY**



A handwritten signature in black ink, appearing to be 'J. E. ...', written over a horizontal line.

**FOR THE UNION**



A handwritten signature in black ink, appearing to be 'J. Jensen', written over a horizontal line.