

COLLECTIVE AGREEMENT

BETWEEN:

REIMER EXPRESS LINES LTD.
Edmonton, Alberta
(Hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

GENERAL TEAMSTERS LOCAL UNION NO. 362
Affiliated with the
International Brotherhood of Teamsters
(Hereinafter referred to as the "Union")

OF THE SECOND PART

April 1, 2005 to March 31, 2010

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ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT/LIST OF APPENDIX

This Agreement shall apply to all employees as enumerated.

All employees working for the Company as outlined in Article 2.01 A. and as enumerated in the following Appendices hereunto annexed and forming part of this Agreement:

APPENDIX "A"

- Covers Rates of Pay for all City Pickup, Delivery Drivers and Dockmen in Edmonton Alberta.

APPENDIX "B"

- Covers Prairie Teamsters Health and Welfare Plan.

APPENDIX "C"

- Covers Prairie Teamsters Pension Plan.

APPENDIX "D"

- Covers Teamsters Union / Industry Advancement Fund

ARTICLE NO. 2 - UNION SECURITY

2.01 Union Recognition

- a) The Company agrees to recognize the Union as the sole Collective Bargaining Agent for employees of the Company for whom it has bargaining rights or for whom it has been granted voluntary recognition in the work categories falling within the area jurisdiction of this Agreement.
- b) It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully co-operate individually and collectively for the advancement of conditions.
- c) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Trucking Industry.
- d) Supervisors and other employees of the Company outside the scope of this Agreement shall not perform the regular duties of employees within the Bargaining Unit.
- e) No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions, during the term of this Agreement.
- f) This Agreement shall be binding upon the Parties hereto or 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, without recourse to the vending Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

2.02 **General**

- a) Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendix "A", whether owned by or hired by the Company, or leased to or by it, shall be operated by employees of the Company, members of the Union.
- b) The Company will not use Owner Operators, except hired cartage, in City P&D work where the Company maintains an established Terminal. However, the Company may utilize rented or dry lease City pickup and delivery equipment, provided it is operated by Company employees, covered under the conditions of this Agreement, and does not have the effect of reducing the number of P&D equipment at the terminal.
- c) Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials, including containers, shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company.
- d) The Company shall not sell or lease equipment which has the effect of evading the terms of this Agreement.
- e) Part-time employees or hired cartage will not be used for the purpose of depriving regular employees of the conditions of this Agreement.

2.03 **Business Agents** - Authorized Agents of the Union will request and 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

2.04 **Union Membership** - It is agreed that as a condition of employment, each employee shall, within seven (7) days of commencing employment hereunder, become and remain, a member in good standing of the Union.

2.05 **Union Labels** - It shall not be a violation of this Agreement for an employee to post the Teamster's Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label to be of a size in excess of three inches by four inches (3" x 4"). Said label not to be attached to any glass area.

2.06 **Dues Check-Off**

- a) Each new employee when hired by the Company, will be informed by the Company, that he is to sign an Authorization Card authorizing the Company to deduct from his earnings Union Initiation Fees, Union dues and/or other accessorial charges as levied against him by the Union and so indicated on the monthly check-off list as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the fifteenth (15th) day of each month following the month in which the deductions were made, dues will be payable one month in advance.
- b) Authorization Cards shall be furnished by the Union and shall be in accordance and as prescribed by the applicable Labour Relations Act.
- c) The Company shall furnish to the Union, a list of new employees taken into employment by the Company stating the initial date and location, within fourteen (14) days of their being hired and all such employees will be added to the current check-off list.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in full accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. All rules shall be posted and a copy of all rules and regulations shall be sent to the Local Union office.
- 3.02 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- 3.03 Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, operations, properties or any of its parts thereof. However, the Company will provide thirty (30) days advance notice if possible to the directly affected employees and the Union of a terminal closure.

ARTICLE NO. 4 - GENERAL

- 4.01 The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to the grievance procedure except as otherwise provided herein.
- 4.02 **Shop Stewards** - The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

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

The Company will notify the Union prior to the dismissal of any Shop Steward.

4.03 **Uniforms**

- a) All P&D drivers, once placed on the Seniority List, shall be required to wear a uniform at a standard required by the Company. The Company will pay the full cost of the said uniform. If the employee is discharged, or terminates his employment, within ninety (90) days from the date of receipt of the uniform, the employee will be held responsible for the full cost of the uniform.
- b) A uniform shall consist of one (1) jacket, three (3) shirts, and two (2) pairs of trousers, A Company cap may also be purchased as part of the uniform. Only Company caps may be worn as part of the uniform.
- c) Summer short sleeved shirts may be purchased in lieu of long sleeved winter shirts, at the option of the driver.
- d) A winter parka may be purchased in lieu of a uniform, and replaced as necessary, but not more frequently than once in each three (3) year period of time.
- e) Uniforms or portion thereof may be replaced as required with a limit of one uniform per year.

- f) The Company and the Union agree that employees will report for work clean-shaven and/or in general neat appearance.
- g) All dockmen, once placed on the Seniority List, shall be required to wear coveralls at a standard required by the Company. In the first year of this contract, the Company will pay the full cost for three (3) pairs of coveralls per dockman.

The Company will replace the coveralls during the second year of the agreement as required, with a maximum of two pairs of coveralls per dockman in the second year of this agreement.

- h) Employees are responsible for the regular maintenance and cleaning of their uniforms and coveralls.
- i) If the majority of employees in any Terminal wish to purchase safety shoes, the Company will negotiate such purchase. The employee may pay for safety shoes through a payroll deduction over a two (2) month period.
- j) Employees handling hazardous materials shall be supplied by the Company with all the necessary safety equipment (rubber clothing, goggles, etc.) To protect the employee's person.

ARTICLE NO. 5 SENIORITY

- 5.01 The purpose of the seniority regulations is to provide a policy governing layoffs and rehiring. In the event of a reduction in the workforce, the Company shall apply the principle of last on, first off. Rehiring shall be executed conversely to the outlined layoff procedure.
- 5.02 Any employee wishing to transfer from one work unit to another work unit, must make application to the Company in writing, and will be given preference over a new applicant, provided he can meet the Company qualifications. If more than one employee wishes to transfer to fill an opening, all other things being equal the employee with the most seniority will be given the position.
- 5.03 In the allocation of short hours and or layoffs, the following principle of seniority shall apply. The Company shall consider:
 - a) seniority of the employee
 - a) training, skill and efficiency of the employee
 - a) where the qualifications in (b) above are relatively equal, employees' seniority shall be the determining factor
- 5.04 A regular full-time employees seniority and rates of pay shall be protected for the purposes of recall in accordance with the following:
 - a) employees with less than five (5) years of continuous full-time service shall have their seniority and rate of pay protected for a period of six (6) months.
 - a) employees with greater than five (5) years of continuous full-time service shall have their seniority and rate of pay protected for a period of twelve (12) months.

- 5.05 Employees who have qualified for and have worked as regular full-time employees, and are subsequently working short hours, shall be offered part-time work ahead of regular part-time personnel, and be paid for such work at his regular full-time rate of pay in accordance with Article No. 5.03(a), and remain eligible for Health and Welfare, and Pension Plan participation providing the employee has worked a minimum of one hundred and eight (108) hours in the current month.

Where the employee hours fall below one hundred and eight (108) hours in a month, he shall in the following month no longer be eligible for Health and Welfare, and Pension Plan participation until such time as he again works one hundred and eight (108) hours in one month.

Should the employee work one hundred and eight (108) hours in a subsequent month, his benefits shall be reinstated the first of the month following the month in which he works one hundred and eight (108) hours.

- 5.06 The Seniority List shall be prepared and posted on the bulletin board by the Company, every three (3) months.
- 5.07 Full-time employees shall be on probation for the first sixty (60) calendar days of full-time employment. After sixty (60) calendar days from the date of full-time employment, the employee shall be placed on the Seniority List according to his date of full-time employment.
- 5.08 Seniority, once established, shall be forfeited on the following conditions:
- a) if an employee voluntarily quits,
 - b) if he is discharged for any cause
 - c) if he fails to report after a layoff. When calling an employee after a layoff, he shall be notified by mail and allowed seven (7) days to report for work.
- 5.09 In any instance where a merger takes place, or the Company purchases the operating rights of another Company, the Company will meet with the Local Union to discuss the transfer and seniority rights of any employees who may be transferred. Such meeting must take place within thirty (30) days of the announcement of the merger, and unless the Union has valid objections, seniority shall be on the basis of dovetailing.
- 5.10 There shall be no layoff of any present full-time employees currently in our employ (as of May 7, 1986) for the duration of this agreement, subject to the following:
- a) there is a significant drop in tonnage from the present level
 - a) the employee has adequate work performance
 - a) employees may be terminated "for cause"
- 5.11 **Probationary Period** - All newly hired employees for regular employment shall be considered as probationary employees for the first sixty (60) calendar days from date of hire.

There shall be no responsibility on the part of the Company respecting employment of the probationary employees should they be laid off or discharged during the probationary period. However, such employees will not be laid off or discharged for the purpose of forcing an additional probationary period.

5.12 **Regular Full-time Employee** - An employee shall be classed as a regular full-time employee of the Company when:

- a) He has completed his probationary period.
- b) He makes himself available for full time employment or as he may be needed.
- a) He has no other outside employment which will in any manner interfere or reflect upon his employment with the Company.
- b) He has fully qualified in regards to the Company-Approved Physical Examination or other normal Company requirements.

5.13 **Leadhand** - The necessity of the classification of a Leadhand shall be at the discretion of the Company and a Leadhand shall be defined as a member of the Union who shall direct the work of other employees while performing the same himself. He shall not have the authority to directly hire, fire, suspend or discipline employees. When Leadhands are required, a bid will be posted and the Leadhand will be selected according to qualifications and seniority, however, it will be the responsibility of the Company to make the final selection provided that when qualifications are equal, the senior man will be given preference. Seniority in the unit shall prevail for the purpose of layoff.

It is understood that the differential in wages for Leadhands shall be a minimum of fifty cents (50¢) per hour in excess of the top driver rate of pay. Any employee who works a portion of his work week on a regular scheduled shift, as a Leadhand, shall receive the Leadhand rate for the entire week. Leadhands are also entitled to a night allowance as per Appendix "A".

5.14 **Part-time Employee** - Part-time employees shall receive the rate of pay specified under Appendix "A", but are not otherwise covered by the terms of this agreement.

- a) Regular part-time employees requiring time off from their normal shift shall make prior arrangements with their Terminal Manager or his designate.
- b) All part-time employees shall pay the Local Union the amount of the monthly dues and Initiation Fee, which shall be by payroll deduction, and an Application for Union Membership card shall be signed at the time of hiring.
- c) Part-time employees who work forty (40) hours per week for three (3) consecutive months shall be promoted to full-time status at that time. Hours worked to replace an absent regular full-time employee will not be used for this purpose. When the Company posts a vacancy for an additional full-time position, and where qualifications are equal, the part-time employee with the most consecutive service to the Company shall be given preference over candidates from outside.
- d) Part-time help shall be used when necessary to supplement the normal work force, and to cover peak periods.
- e) Part-time help shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.
- f) Part-time employees shall not drive trucks if regular full-time qualified employees are available to do the work on a straight-time basis.

g) Effective date of certification, regular full-time employees who are on short hours, or laid off, shall be given the first opportunity for part-time work at their regular full-time rate of pay for a period of time equal to their seniority protection.

5.15 **Casual Employees** - Casual employees differ from part-time employees, and may be supplied by any source to replace regular employees who are not available for work, and where there is an abnormal increase in freight in any one day.

5.16 **Hired Cartage** - Hired Cartage will not be used for the purpose of depriving regular employees of their regular hours of work, on their regular shifts.

ARTICLE NO. 6 - LEAVE OF ABSENCE

6.01 **General Leave** - When the requirements of the Company's services will permit, any 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. Under such leave, the employee shall retain and accrue seniority only. Leave of absence will not be denied solely because of the time of the year.

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

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 rights and his name will be stricken from the seniority list and he will no longer be considered an employee of the Company.

Any employee requesting a leave of absence for compassionate reasons will be given special consideration and may be required to substantiate the reason for such leave before returning to work. Any violation of this provision will be subject to disciplinary action.

The Company shall allow time off without pay to any employee who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business and provided forty-eight (48) hours written notice is given to the Company by the Union specifying the length of time off. Employees of the Company who become employed by a Local Union shall retain seniority with the Company.

6.02 Promotions Outside Bargaining Unit.

a) When an employee within the bargaining unit covered by this Agreement receives a 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 former unit. The starting date of such an appointment shall be posted in the Terminal. 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.

b) At the end of this period of ninety (90) calendar days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority 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 that privilege again.

6.03 **Bereavement**

- a) When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request an appropriate leave of absence, and if he attends the funeral, he shall be compensated at this regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral for a maximum of three (3) days. Members of the employee's family are defined as the employee's spouse, common-law spouse, mother, father, sons, daughters, brothers, sisters, mother-in-law, and father-in-law.
- b) In the event of the death of the employee's grandfather or grandmother, which will also include the spouse's grandparents, the conditions of this Article will apply only if the employee attends the funeral.

6.04 **Jury Duty**

- a) If an employee is called for Jury Duty on his normal working day, or is subpoenaed as a witness on a matter arising directly from his duties or activities as an employee, the Company agrees to pay the equivalent of an eight (8) hour day at straight time less the amount received for Jury or Witness Duty pay.
- a) Jury and/or subpoenaed witness duty pay will not be granted if an employee is on leave of absence, or when receiving benefits under the Health and Welfare program, Workers Compensation, or on annual vacation.

ARTICLE NO. 7 - SAFETY CONDITIONS

- 7.01 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 equipped with safety appliances as required by law. It shall not be a violation of this Agreement where an employee refuses to operate such equipment, unless such refusal is unjustified. The decision as to the condition of the equipment shall rest with the senior qualified Company representative on the premises. Such representative shall give his decision to the driver in writing. In the event the repairs cannot be effected, the equipment will be correctly identified and kept out of service until repaired.
- 7.02 It shall be the duty of the employee to report in writing, on the appropriate forms of the Company, promptly but not later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.
- 7.03 It shall be the obligation of the Company to so inform the employees as to which supervisor to whom such reports on such equipment will be made in the branch, division or area of operation.
- 7.04 If there are instances where specific safety features such as side door steps, etc, that are desirable, they may become a topic for discussion with the Company.
- 7.05 In the case of loss or damage to equipment, where it is proven to be the mutual satisfaction of all parties concerned that the employee is at fault, then the employee may be charged the actual cost of the loss or damage up to and including a maximum charge of twenty dollars (\$20.00). If however the accident occurred after the employee is eligible for a safety award for one years safe driving in the year immediately preceding the accident, the employee will be eligible for

reimbursement of the twenty dollars (\$20.00) should he complete an immediate subsequent six (6) months of accident free driving.

The employee involved must apply for reimbursement through his local Terminal Manager.

7.06 It is agreed between the Company and the Union, having regard for the safety and drivers health factor, that all units shall have adequate heaters, windshield wipers and defrosters installed.

7.07 The Company shall not compel any driver to operate a vehicle in excess of the legal load limits.

ARTICLE NO. 8 - PAY AND WORK CONDITIONS

8.01 **Pay Periods** - All regular employees covered by this Agreement shall be paid not less frequently than on every other Thursday, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment.

8.02 The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked at time and one-half, the rate of wages applicable and all deductions made from the gross amount of wages.

8.03 **Payroll Error** - If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to one day's pay or more, he shall be entitled on request to receive same as soon as practicable but not later than the week following the pay day on which the error was reported. If an employee improperly completes his time card or pay claim, or, does not turn them in immediately on completion of his shift, any pay so affected will be included with the next regular pay period. Such payment to be deemed as wages and taxed accordingly.

8.04 **Day of Injury** - When an employee meets with a personal injury while on duty which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for the full shift on that day.

8.05 Meal Periods / Rest Breaks

a) All employees shall be entitled to a thirty (30) minute unpaid lunch break, between the fourth (4th) and fifth (5th) , and twelfth (12th) and thirteenth (13th) hours of continuous work. Deviations shall be by mutual agreement between the Company and the employee(s).

b) Every employee shall be entitled to two, fifteen (15) minute paid breaks per eight (8) hour shift. Times of breaks shall be two (2) hours after the start of each eight (8) hours of continuous work, and two (2) hours prior to the completion of each eight (8) hour shift. Deviation shall be by mutual agreement between the Company and the employee(s).

ARTICLE NO.9 - VACATIONS WITH PAY

9.01 All hourly paid employees:

a) shall receive two weeks with pay after the completion of each year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the wages paid that employee during the year in which he qualifies for such vacation, or

b) who have completed three (3) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3)

weeks of vacation, with pay in an amount equal to six percent (6%) of the wages paid that employee during the year in which he qualified for such vacation, or

- b) Who have completed ten (10) years of continuous service with the Company, shall receive in the next succeeding year, and each year thereafter, four (4) weeks of vacation, with pay in an amount equal to eight percent (8%) of the wages paid that employee during the year in which he qualified for such vacation.
- 9.02 Effective date of ratification, all regular full-time employees who were regular full-time employees as at April 1, 1986 and have completed fifteen (15) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, five (5) weeks vacation, with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualified for such vacation. Employees hired after April 1, 1986 will not be eligible for this benefit.
- 9.03 The choice of vacation period shall be according to seniority provided it does not conflict with management's obligation to maintain an efficient working force.
- 9.04 Vacation pay will be paid on the basis of the employee's earnings of the previous calendar year. Vacation pay will be made available to an employee, one week prior to the commencement of his annual vacation, provided the employee has booked his vacation at least one month prior to the vacation date.
- 9.05 Whenever possible, employees will be allowed to take their vacation period earned at one (1) continuous period.
- 9.06 The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees. Senior employees may only exercise their seniority for selection once in a vacation year.

During the Company's prime season, June 1 - September 30, the Company will use the following formula for determination of the minimum number of employees allowed on vacation at any one time at each terminal level.

Number of Employees In Group	Number Allowed On Vacation
1 - 10	1
11 - 20	3
21 - 30	4
31 - 40	5
41 - 50	6

- 9.07 The following classification will be recognized as separate groups for determining allocation of vacation:
 - a) dockmen
 - b) pickup and delivery drivers

9.08 Effective date of ratification, all employees working nine (9) months or more of the year will be required to take their vacation, along with time off, in order to receive their vacation pay as outlined. Employees who have been away from work due to extenuating circumstances such as Workers Compensation, or Long Term Disability, may be allowed to take less time off, and still receive their vacation pay, provided such is discussed and agreed between the employee and local management. The Company will try to accommodate such requests from employees.

ARTICLE NO. 10 - STATUTORY HOLIDAYS

10.01 The following Statutory Holidays will be observed:

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

10.02 Employees who are available for work on the normal shift preceding and following an observed holiday, shall be paid eight (8) hours at their regular wage rate.

In the event that an employee misses his normal shift preceding or following an observed Statutory Holiday due to a bonafide illness, the employee shall not be denied his Statutory Holiday Pay.

10.03 Employees who are laid off or working short hours, shall not be entitled to Statutory Holiday pay if they have not worked fifteen (15) hours in the week before, and fifteen (15) hours in the week after the Statutory Holiday.

10.04 If an employee is required to work on any one of these days, he shall receive one and one-half (1½) times his normal rate of pay for the time worked, in addition to the eight (8) hours at the city wage rates.

10.05 When one of these days falls on an employee's regular day off, he shall be given upon request and consistent with the efficient operation of the business, the day following such Statutory Holiday without pay.

10.06 An employee shall not be entitled to pay for the aforementioned holidays until such time as he has been an employee of the Company for thirty (30) calendar days.

10.07 Any of the Statutory holidays as listed, which falls within the employee's vacation shall be paid for at eight (8) hours at city wage rates, in addition to the employee's annual vacation pay, providing the employee is available for work on his normal shift preceding and following his annual vacation.

10.08 Regular employees who work on weekends will be given whenever possible either the next regular work day off, or the regular work day immediately prior to the end of the work week, so that the employee is able to receive three (3) consecutive days off in a similar manner to those regular employees who work a Monday through Friday schedule.

If that employee is required to work on his Statutory Holiday, he shall be paid at the rate of one and one-half (1½) times his regular rate of pay, in addition to his pay as prescribed for the Statutory Holiday in question.

ARTICLE NO. 11 - VALIDITY OF ARTICLES

If any Articles of this Contract or of any supplement 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 should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplement thereto, or the application of such Article 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.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

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

Time limit to institute Grievance:

Termination or layoff - Ten (10) days.

All others - Thirty (30) days.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the Company Supervisor and a Shop Steward or Local Union Representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce his grievance to writing and it will be referred to and taken up between the Secretary or other Bargaining Representative of the Union and the Company's Representative authorized by an Officer of the Company. Such written notice and meeting must take place within ten (10) calendar days from the completion of Step 2.

Step 4: Failing settlement under Step 3, the grievance shall be taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board", consisting of two (2) Union Representatives selected by the Union and two (2) Company Representatives appointed in writing by an Officer of the Company.

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

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

In all such Grievance Procedures, the Union Representative shall act in the capacity of Chairman of the meetings and the Company Representative shall act in the capacity of Recording Secretary.

Step 5: Failing settlement under the above Steps, the matter will be referred to an agreed upon neutral person to act as an arbitrator who will meet with the parties to hear both sides of the case.

Failing to agree upon a neutral person, the Federal Department of Labour will be requested to appoint a neutral arbitrator.

The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding on the two parties to the dispute.

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

All copies of all Minutes shall be signed and dated by both the Union and the Company.

All monetary settlements shall be paid through the Local Union's office in the employee's name.

ARTICLE NO. 13 - STRIKES, LOCKOUTS, PICKET LINES

13.01 **Union Activity** - The Union agrees, that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slow-down program while the controversy is being settled.

13.02 **Picket Lines** - It shall not be a violation of this Agreement or cause for discharge of an employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.

If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

13.03 **No Strike/Lockout** - During the life of this Agreement, there shall be no lockout by the company or any strike, sit-down, or work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE NO. 14 - TERMINATION

This Agreement shall be in full force and effect from date of certification, until March 31, 2005, and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either Party may, not less than ninety (90) days immediately preceding March 31, 2005, or immediately preceding any succeeding March 31st thereafter, by written notice to the other party:

- (a) Require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.
- (b) Terminate the Agreement on the next succeeding Anniversary Date thereof, and require the other party to commence collective bargaining with the view aforesaid.
- (c) Terminate the Agreement on the next succeeding Anniversary Date thereof.

Should either Party give written notice to the other Party pursuant to sub-section (a), hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, or the Company shall give notice of Lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED THIS 7th DAY OF JUNE, 2001.

REIMER EXPRESS LINES LTD.

GENERAL TEAMSTERS LOCAL UNION NO. 362

J. D. Cockburn
Director of Human Resources &
Industrial Relations

Roy A. Finley, Secretary-Treasurer

Al Porter, Business Agent

APPENDIX "A"

A. Wages

	April 1/01	Apr 1/02	Apr 1/03	Apr 1/04
P&D Driver	17.79	18.24	18.69	19.14
Dockmen	17.69	18.14	18.59	19.04
Part Time/Casual	10.15	10.60	11.05	11.50
Student/Summer Help	6.00	6.15	6.30	6.45

B. New Hire Rates - Full-time employees hired after April 1, 1992

Drivers -

- First six months of regular full-time employment - full rate less \$2.00 per hour
- Second six months of regular full-time employment - full rate less \$1.50 per hour
- Third six months of regular full-time employment - full rate less \$1.00 per hour
- Fourth six months of regular full-time employment - full rate less \$0.50 per hour
- Two years and thereafter - regular rate

Dockmen -

- First six months of regular full-time employment - full rate less \$3.00 per hour
- Second six months of regular full-time employment - full rate less \$2.50 per hour
- Third six months of regular full-time employment - full rate less \$2.00 per hour
- Fourth six months of regular full-time employment - full rate less \$1.50 per hour
- Two years and thereafter - full rate less \$1.00 per hour

Employees currently being paid in excess of these rates will be red circled until they are entitled to the rate under these terms.

C. Night Allowance

All full-time employees beginning their shift between the hours of 1600 and 0559 will be paid a premium of fifty cents (50¢) per hour for all hours worked on that shift. This premium is not applicable to part-time employees.

APPENDIX "B"

Health and Welfare Plan

The Company shall provide the "Prairie Teamsters Health and Welfare Plan" to all regular full-time employees and eligible dependents coming under the jurisdiction of this Agreement.

1. Any regular full-time employee who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.
2. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.
3. It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
4. The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
5. Medical, Surgical and Obstetrical coverage in accordance with the standard Plan of Service provided by medicare in the province in which the employee is domiciled.
6. The cost of the Health Insurance Plan will be as per premium rates in the individual provinces.

Effective the first day of the month following certification, the company will pay fifty percent (50%) of the cost of the Plan, and the employee will pay fifty percent (50%).

Effective April 1, 2002, the Company will pay sixty percent (60%) of the Cost of the Plan, and the employee will pay forty percent (40%).

Effective April 1, 2003, the Company will pay sixty-five percent (65%) of the cost of the Plan, and the employee will pay thirty-five percent (35%)

Effective April 1, 2004 the Company will pay seventy percent (70%) of the cost of the Plan, and the employee will pay thirty percent (30%)

7. The Company shall provide Alberta Health Care coverage as follows;

Effective the first day of the month following certification, the Company will pay fifty percent (50%) of the cost of the Plan, and the employee will pay fifty percent (50%).

Effective April 1, 2002, the company will pay sixty percent (60%) of the cost of the Plan, and the employee will pay forty percent (40%).

Effective April 1, 2003, the Company will pay sixty-five percent (65%) of the cost of the Plan, and the employee will pay thirty-five percent (35%)

Effective April 1, 2004 the Company will pay seventy percent (70%) of the cost of the Plan, and the employee will pay thirty percent (30%)

APPENDIX "C"

Prairie Teamsters Pension Plan

- a) Effective the first day of the month following certification - The Company will contribute one dollar and thirty cents (\$1.30) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

Effective April 1, 2002 - The Company will contribute one dollar and forty-five cents (\$1.45) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

Effective April 1, 2003 - The Company will contribute one dollar and sixty cents (\$1.60) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

Effective April 1, 2004 - The Company will contribute one dollar and seventy-five cents (\$1.75) per hour for each hour for which wages are payable as of the first of the month following nine (9) calendar months of full time employment, to the Prairie Teamsters Pension Plan.

- b) Contributions and remittances referred to in (a) shall be remitted monthly by the 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 Fund 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:
1. The Union will advise the Company, in writing, of any delinquency.
 2. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
 3. In the case of failure of the Company to contribute into the funds on the due date, the Trustees, in their joint names, may take legal action against the Company for recovery of the amount due.

APPENDIX "D"

Union / Industry Advancement Fund

The General Teamsters, Local Union No. 362 Industry Advancement Fund shall be for the enhancement of all persons dependent upon an industry represented by General Teamsters, Local Union No. 362.

Effective April 1, 2002, the Employer shall make contributions of five cents (\$0.05) per hour for which regular wages are payable hereunder for each regular full-time employee covered by this Collective Agreement.

Payment of said funds shall be made to the General Teamsters, Local Union No. 362 Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to General Teamsters Local Union No. 362.