

SOURCE	union		
EFF.	2001	01	01
TERM.	2003	12	31
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	10		

# COLLECTIVE AGREEMENT

between

**TEXPORT MANITOBA AGREEMENT**  
(Hereinafter referred to as the 'Company')

- and -

**GENERAL TEAMSTERS LOCAL UNION NO. 979**  
affiliated with the International Brotherhood of Teamsters  
and Teamsters Canada

**JANUARY 1<sup>ST</sup>, 2001 - DECEMBER 31<sup>ST</sup>, 2003**

## **ARTICLE I - RECOGNITION AND SCOPE**

### **Section 1.1 - Union Recognition and Scope of the Bargaining Unit**

The Company recognizes the Union as the exclusive bargaining agent for all employees employed by the Company in the Province of Manitoba, save and except supervisors and dispatchers, those above the rank of supervisors and dispatchers, sales staff, confidential branch secretary, security guards and janitors.

### **Section 1.2 - Intents and Purposes**

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the Industry, to establish and maintain discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment which will render justice to all. The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the Industry to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster goodwill and friendly relations and better understanding between the parties.

### **Section 1.3 - Section Headings**

The Section Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation of this Agreement.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

### **Section 2.1 - Management's Rights**

The Union recognizes that the Company has the right to manage the business, to exercise all the prerogatives of management, and without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations, and to hire and promote, except to the extent that the said rights and prerogatives have been curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

### **Section 2.2 - Rights of Employees**

Section 2.1 shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

## **ARTICLE 3 - UNION SECURITY**

### **Section 3.1 - Maintenance of 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.

### **Section 3.2 - Union Dues Authorization**

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 Unions 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 15<sup>th</sup> day of each month following the month in which the deductions were made. Dues will be payable one month in advance.

### **Section 3.3**

Authorization Cards shall be furnished by the Union and shall be in accordance and as prescribed by the applicable Labour Relations Acts.

### **Section 3.4 - Check-Off List**

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 4 · DISCRIMINATION**

### **Section 4.1 - Canadian Bill of Rights**

No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.

### **Section 4.2 - Right of Access for Union Representatives**

A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided he does not interfere with the normal operation of the Company.

## **ARTICLE 5 - UNION STEWARDS**

### **Section 5.1 - Right of the Union to Appoint Stewards**

The Company acknowledges the right of the Union to appoint the necessary number of stewards.

### **Section 5.2 - Pay for Processing Grievances**

Wherever possible, grievances shall be processed during the normal working hours of the steward. A steward shall receive his regular hourly rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

### **Section 5.3 - Limitation in Payment of Steward**

The payment of the steward for time spent processing a grievance shall not exceed his regular hourly rate of pay and shall not be extended beyond the Branch Manager's Step of the Grievance Procedure.

### **Section 5.4 - Names and ( \_\_\_\_\_ of \_\_\_\_\_ va \_\_\_\_\_**

The Union will inform the Company in writing of the name of the steward and any subsequent change in the name of the steward. The Company shall not be asked to recognize any steward until such notification from the Union has been received.

### **Section 5.5 - Suspension or Discharge of Steward**

The Company will notify the Union prior to the dismissal of any shop steward.

### **Section 5.6 - Access to Trip Reports, etc.**

For the purpose of processing specific grievances or disputes, business representatives and stewards shall have relevant trip sheets, time cards and personnel disciplinary records made available to them on request at the terminal during the office hours of the Company.

## **ARTICLE 6 - CREDIT UNIONS**

### **Section 6.1 - Credit Unions**

Any employee who wishes to have a payroll deduction made and remitted to a Credit Union must have such remittance made to the Credit Union according to the wishes of the majority of the employees at the terminal.

## **ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 7.1**

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:

#### **Section 7.1 (a) - Step 1**

Any grievance of an employee shall first be taken up between such employee and the Company Supervisor. However, such employees 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.

#### **Section 7.1 (b) - 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.

#### **Section 7.1 (c) - 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.

#### **Section 7.1 (d) - 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.

#### Section 7.2

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.

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

#### Section 7.3

Failing settlement under the Steps of the Grievance Procedure, 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 Department of Labour will be requested to appoint a neutral arbitrator.

#### Section 7.4

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.

#### Section 7.5

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

### **ARTICLE 8 - STRIKES, LOCKOUTS AND PICKET LINES**

#### Section 8.1 - Strikes and Lockouts

During the term of this Agreement, there shall be no lockout by the Company or any strike, sitdown, work stoppage or suspension of work either complete or partial for any reason by the employees.

#### Section 8.2 - Picket Lines

The Company acknowledges the right of the employees to recognize and 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 lines.

### Section 8.3 - No Union Authorization and Disciplinary Action

During the term of this Agreement, the Union agrees that it shall not authorize any strike, sit down, work stoppage or suspension of work either complete or partial. Any employees taking part in or instigating any such action shall be subject to disciplinary action up to and including discharge. Section 8.3 shall not deprive the employee of the right to exercise the grievance procedure as outlined in this Agreement.

## **ARTICLE 9 - SENIORITY**

### Section 9.1 - Terminal Seniority

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll.

### Section 9.2 - Purpose of Seniority

The purpose of seniority is to provide a policy governing work preferences, layoffs and recalls.

### Section 9.3

In the event of a layoff, the Company shall consider:

- (1) the seniority of the employees;
- (2) the qualifications of the employees; where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

### Section 9.4 - Posting of Seniority List

A Seniority List containing the name and starting date of employees will be prepared and posted in the terminal every six (6) months on the bulletin board with sufficient copies for stewards and business agents. A seniority list containing the names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

### Section 9.5 - Transfers

When a bargaining unit employee transfers to a position with the Company which is beyond the scope of the bargaining unit, he may retain his seniority for not more than ninety (90) calendar days. Should the employee return or be returned to the bargaining unit for any reason, he will not be permitted to use these privileges again for a minimum period of one hundred and twenty (120) calendar days.

### Section 9.6 - Loss of Driver's Licence

A regular employee driver will not be discharged as a result of the first loss of his driver's licence. In such a case, the employee will be placed at the bottom of the seniority list, as of that point in time, for work preference and layoff and when he regains his licence he will resume his former seniority position.

### Section 9.7

In the event that an employee must, because of health reasons, seek employment for which he is qualified in another classification then such employee will be given seniority status in the new classification by applying his previous experience with the Company in months in the work of the new classification.

### Section 9.8 - Reasons for Termination of Employment

An employee's employment and seniority rights shall be terminated and the Company shall be under no further obligations to the employee for any of the following reasons:

- (a) If an employee voluntarily quits;
- (b) If an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) If an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four **(24)** hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail or telegram to **his** last known address to return to work and he will be allowed no more than seven **(7)** consecutive days from the date of notification to report for duty;
- (d) If an employee accepts employment other than that declared and agreed upon when applying for a leave of absence;
- (e) If an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (f) If an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive months. If an employee hired after ratification of this agreement (July, 1994) and not recalled for a period extending beyond six (6) consecutive months.



## **ARTICLE 10 - LEAVE OF ABSENCE**

### **Section 10.1 - Leave of Absence for Union Business**

Wherever reasonably possible, 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.

### **Section 10.2 - Leave of Absence - Other**

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

## **ARTICLE 11 - EQUIPMENT**

### **Section 11.1 - Vehicle Safety**

It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.

### **Section 11.2 - Duty of Employees to Report Defects**

It shall be the duty of employees to report promptly in writing to the Company all defects in equipment.

### **Section 11.3 - Duty of Company to Maintain Vehicles in a Safe Condition**

It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's Regulations.

### **Section 11.4 - Responsibility of Company to Maintain Vehicle**

The maintenance of equipment in sound operating condition is not only a function, but a responsibility of Management.

### **Section 11.5 - Right of Company to Determine Condition of Equipment**

The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.

### Section 11.6 - Responsibility of Drivers for Damage While Pushing or Towing a Vehicle

Drivers will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management, unless the employee is careless or negligent.

### Section 11.7 - Equipment on Power Units

All power units will be weatherproof and have adequate heaters, windshield wipers, windshield washers, west coast mirrors and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alteration to retain adequate heat. All new power units will have hand braking control valves installed at time of delivery.

### Section 11.8 - Speedometers

The Company must keep speedometers in proper working order and reasonably accurate.

### Section 11.9 - Equipment Service Reports

Equipment Service Reports shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one will be retained by the driver and so that the office of the Company will have a copy of this report on file. When the Equipment Service Report is made out by the driver it shall be signed by the driver and a representative of the Company. Maintenance personnel will sign this report when repair work is completed.

## **ARTICLE 12 - MEDICAL EXAMINATIONS**

### Section 12.1 - Provisions for Medicals

Any medical examination required by the Company and/or Federal legislation, or any medical examination required by Provincial legislation for the purpose of maintaining a driver's license shall be promptly complied with by all employees, provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

### Section 12.2

When a medical examination is required by the Company the following conditions shall apply:

Section 12.2 (a) - Payment for Medicals Taken During Working Hours

If any employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay **as** a result of his taking a medical examination and one (1) day's notice will be given the employee.

Section 12.2 (b) - Report of Medicals

A report of the examination will be made available to the employee through the doctor designated by the employee.

Section 12.2 (c) - Medicals on Saturday

No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does **so** voluntarily.

**ARTICLE 13 - EXTRA CONTRACT AGREEMENTS**

Section 13.1 - Extra Contract Agreements

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement. Any such extra contract agreement shall be null and void.

**ARTICLE 14 - BULLETIN BOARDS**

Section 14.1 - Bulletin Boards

The Company agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

**ARTICLE 15 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT**

Section 15.1 - Loss or Damage to Cargo or Equipment

Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.


## **ARTICLE 16 - GENERAL HOLIDAYS**

### n 16.1 - General Holidays

All employees who have completed their probationary periods of thirty (30) calendar days and have qualified as regular employees, shall be entitled to nine (9) General Holidays.

The said General Holidays are:

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

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

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

### Section 16.2

Hourly rated regular employees will receive eight (8) hours pay at their regular hourly rate of pay for the General Holidays as listed subject to the following conditions:

- (a) An employee shall not be entitled where such General Holiday falls while the employee is on expressed leave of absence for any reasons whatsoever.
- (b) An employee will be entitled if absent due to sickness or compensation up to a maximum of twenty-six (26) weeks in any Calendar Year.
- (c) Employees, who have been laid off and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for such General Holiday UNLESS they terminate employment within thirty (30) days of their return to duty.

### Section 16.3

In the event that a General Holiday falls on an employee's regular day off, then such employee will be given a day *off* in lieu of such General Holiday on either the last working day preceding or the first working day following the General Holiday.

## Section 16.4

In the event that a General Holiday falls during an employee's vacation, the employee will be allowed, upon request and consistent with the efficient operation of the business, a day off without pay in lieu of such General Holiday either immediately preceding or immediately following his vacation period.

## ARTICLE 17 -ANNUAL VACATIONS WITH PAY

### Section 17.1 - Vacation Entitlement & Pay

Employees shall be entitled to Annual Vacations with Pay as follows:

- (a) Employees with less than one (1) year of employment by December 31<sup>st</sup> shall be entitled to one (1) day off in the following calendar year for every month of service during the initial calendar year of employment to a maximum of ten (10) days (i.e. two (2) weeks) and vacation pay shall be paid on the basis of four percent (4%) of gross annual earnings to December 31<sup>st</sup>.
- (b) Employees who have completed one (1) year of employment by December 31<sup>st</sup> shall be entitled to two (2) weeks vacation in the following calendar year and vacation pay shall be paid on the basis of four percent (4%) of gross annual earnings to December 31<sup>st</sup>.
- (c) Employees who have completed three (3) years of employment by December 31<sup>st</sup> shall be entitled to three (3) weeks vacation in the following calendar year and vacation pay shall be paid on the basis of six percent (6%) of gross annual earnings to December 31<sup>st</sup>.
- (d) Employees who have completed nine (9) years of employment by December 31<sup>st</sup> shall be entitled to four (4) weeks vacation in the following calendar year and vacation pay shall be paid on the basis of eight percent (8%) of gross annual earnings to December 31<sup>st</sup>.
- (e) Employees who have completed fifteen (15) years of employment by December 31<sup>st</sup> shall be entitled to five (5) weeks vacation in the following calendar year and vacation pay shall be paid on the basis of ten percent (10%) of gross annual earnings to December 31<sup>st</sup>.
- (f) Employees who have completed twenty-one (21) years of employment by December 31<sup>st</sup> shall be entitled to six (6) weeks vacation in the following calendar year and vacation pay shall be paid on the basis of twelve percent (12%) of gross annual earnings to December 31<sup>st</sup>.

### section 17.2 - Vacation Pay for Employees Terminating Employment

Employees who have qualified for two (2), three (3), four (4), five (5) or six (6) weeks vacation and who terminate their employment after they have become qualified for two (2), three (3), four (4), five (5) or six (6) weeks vacation as the case may be shall receive at the date of the termination or as soon as reasonably possible thereafter, vacation pay computed at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) respectively of their earnings since their last computed vacation pay.

### Section 17.3 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the Summer Vacation Period (June, July, August, September and October) shall be allowed to do so. It shall not be mandatory however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year.

- (a) It shall be compulsory for all employees to take their vacations during the calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>).
- (b) Vacation pay and General Holiday pay will be considered as earnings.
- (c) Employees while on vacation cannot be called into work.
- (d) All Vacation Pay shall be paid by separate cheque.

## **ARTICLE 18 - ALLOCATION AND HOURS OF WORK**

### Section 18.1 - Allocation of Work

The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications and where qualifications are relatively equal, seniority shall be the determining factor.

### Section 18.2 - Normal Work Day

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours, consisting of five (5) regular shifts on five (5) consecutive calendar days.

### Section 18.3 - Regular Shifts

- (a) The Company must establish regular starting times Monday to Friday, which shall not be changed without sixteen (16) hours notice. All hours worked by an employee prior to his regular starting time shall be used in calculating the appropriate overtime rate.
- (b) Regular employees shall, if they receive less than five (5) shifts in a week due to lack of work, be offered work on additional established shifts, if available, on their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day at straight time.

### Section 18.4 - Call-In Guarantee

An hourly rated regular employee shall receive a minimum of eight (8) hours pay at the regular hourly rate of pay each time he is called into work or reports to work on a regular shift, except:

- (a) when notified personally not to report for work prior to the termination of his previous shift; or
- (b) when notified not to report for work by written notice attached to his time card prior to the termination of his previous shift; or
- (c) when an Act of God causes a significant reduction in the amount of work available in the terminal and the employee is notified at least two (2) hours prior to his regular starting time; or
- (d) when the employee has been bumped by a senior employee and the employee is notified at least two (2) hours prior to his regular starting time; or
- (e) an employee called into work on his sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the week shall be guaranteed four (4) hours pay.

### Section 18.5 - Call-Back

Where any regular employee is called back and reports to work on other than his sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the week or a General Holiday separate from his regular shift, he shall be guaranteed a minimum of four (4) hours work but after the completion of the specific duty for which he was called back, he may book off of his own volition with a minimum of two (2) hours pay at the appropriate overtime rate of pay.

### Section 18.6 - Lunch Hour

Except by mutual agreement between the Company and the employee, a regular employees shall take at least one (1) continuous period for meals ~~of~~ not less than thirty (30) minutes and not more than one (1) hour in any one (1) shift and shall not be compelled to take the meal period before three and one-half (3 1/2) hours on duty or after five (5) hours on duty.

### Section 18.7 - Coffee Breaks

A regular employee shall be entitled to one (1) break not in excess of fifteen (15) minutes during both the first half and the second half of his shift.

### Section 18.8 - Overtime

When a regular employee is required to work overtime of thirty (30) minutes to ~~two~~ (2) hours, he shall be entitled to a fifteen (15) minute coffee break. However, if the overtime is to exceed two (2) hours, the employee shall be entitled to a thirty (30) minute paid meal period.

- (a) Any hours worked at the hourly rate in excess of eight (8) hours per day and/or any hours worked at the hourly rate on the sixth or seventh day of the week **shall** be paid at one and one-half (1 1/2) times the regular hourly rate of pay for the first two (2) hours of work for each overtime period and at two (2) times the regular rate of pay for all hours of work thereafter.
- (b) Any hours worked at the hourly rate **as** set out in Article 18, Section 18.5 shall be paid at two (2) times the regular rate of pay for all hours worked.

### Section 18.9 - Allocation of Overtime Work

Where the Company has overtime work to be performed, such work shall be allocated to qualified, senior personnel in a voluntary manner, wherever possible.

## **ARTICLE 19 - JOB OPENINGS**

### Section 19.1 - Equipment Openings

When openings on types of equipment occur at any time, qualified employees shall be given preference in accordance with their seniority. This shall not be interpreted to give an employee the right to move from one (1) truck to another, nor to give an employee a preference to bid on a new truck.



## Section 19.2 - Job Openings

When job openings occur within the scope of this Agreement, such openings will be posted on the bulletin board for seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) and the employees affected shall have the first opportunity of bidding on such job openings. In the event that an employee is on Vacation during the posting period and is thereby prevented from bidding, he will be given an opportunity to bid when he returns.

## **ARTICLE 20 - SUPERVISORS**

### Section 20.1 - Supervisory Personnel

All supervisors, foremen and the confidential branch secretary shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement when there are qualified available employees.

## **ARTICLE 21 - PAY PERIOD**

### Section 21.1 - Pay Period

The interval between pay days shall be no longer than two (2) weeks. At the time that an employee receives his pay cheque, the Company shall not retain possession of more than two (2) weeks accrued wages.

### Section 21.2

The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday.

## **ARTICLE 22 - CLASSIFICATION OF EMPLOYEES**

### Section 22.1 - Regular Employees

- (a) All persons employed for regular employment shall be considered as probationary employees for the first thirty (30) calendar days from date of hire as a regular employee.
- (b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period. The Company may not discharge such employee for the purpose of forcing an additional probationary period.

- (c) An employee shall be classified as a regular employee of the Company and be placed on the seniority list as at the date of his last hiring as a regular employee, provided:
- (1) He has completed his probationary period;
  - (2) He makes himself available for full-time employment or as he may be needed;
  - (3) He has no other outside employment which will in any manner interfere or reflect upon his employment with the Company;
  - (4) **He** has fully qualified in regards to the Company-Approved Physical Examination or other normal Company requirements.

#### Section 22.2 - Part-Time Employees

- (a) All persons employed to supplement the regular hourly work force to provide additional help on such incidental basis to cover peak work periods shall be classified as part-time employees.
- (b) Upon completion of one hundred and twenty-eight (128) hours within thirty (30) calendar days, an employee shall become a regular employee and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first (1st) day of that thirty (30) calendar day period.
- (c) A part-time employee shall:
- 1) Be carried on a part-time roster and where practicable shall be called into work according to their position on the roster.  
  
When an employee has outside gainful employment, he shall not be carried on a part-time roster ahead of any employee who has no outside gainful employment.
  - 2) Be given first opportunity to qualify as regular employees as openings become available and will then be placed at the bottom of the regular employees' seniority list providing they meet all Company qualifications and requirements and shall not otherwise be covered by the Terms of this Agreement except for this Article, Articles 3 and 7 and Appendix "A".
- (d) **Vacation Relief:** A part-time employee may be used to replace a full-time employee who is absent from work for any reason. Hours worked during this time

will not be credited towards the one hundred and twenty-eight (128) hours necessary to qualify for regular full-time employment as listed in Section 22.2(b).

- (e) Regular laid off employees shall be given the first (1<sup>st</sup>) opportunity for part-time work, however, the eight (8) hour daily guarantee shall not apply. Such regular laid off employees shall receive the same pay scale as regular employees.

### Section 22.3

- (1) When a part-time employee is called and reports for duty, he shall be guaranteed a minimum of four (4) hours work and/or pay but will have the privilege of booking off of his own volition by agreement with the Company in less than four (4) hours and receive pay only for the time worked.
- (2) Part-time employees shall be entitled to two (2) days off in each week. Overtime provisions to be applicable on any hours worked on that day, in excess of five (5) in a week, for hours in excess of eight (8) in a day, and for work on a General Holiday. Any part-time employee working on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day will be paid the applicable overtime rate.

## **ARTICLE 23 - HIRED CITY EQUIPMENT**

### Section 23.1

The intent and purpose of this Article is to provide help in peak periods when regular employees are not available for work and not to circumvent the hiring of full-time employees.

### Section 23.2

The Company shall not lease or hire outside equipment to perform city pick-ups and deliveries unless all available and road-worthy equipment of the Company is in use. In the event, the above condition is met, and the Company utilizes leased or hired equipment, such equipment shall in all cases, be operated by employees of the Company provided such employees are available. The Company shall not sub-contract pick-up and delivery operations in Winnipeg until the Local Union has been given the opportunity to provide extra help. When such work is sub-contracted, work will **be** given to firms having a Collective Agreement with the Teamsters Union if such firms have available equipment at the time required.

### Section 23.3

When hired trucks are required in conformity with the above condition they will not be used in the city prior to 9:00 a.m. unless all qualified employees on shifts starting at 9:00 a.m. or before are given the opportunity of commencing work before hired trucks.

### Section 23.4

In the event the Company fails to comply with the requirements outlined in Section 23.2 above, the employees referred to therein will be entitled to payment for the time between the commencement of their shift and that of the hired truck in addition to their regular shift.

## **ARTICLE 24 - OWNER-OPERATORS**

### Section 24.1 - Owner-Operators

The Company will not utilize the services of owner-operators in the first twelve (12) months following the effective date of this Agreement.

After that point, owner-operators **will** not be utilized by the Company except by mutual agreement with the Union. It is agreed that the Company and the Union will meet to establish rules in writing governing any such operation.

## **ARTICLE 25 - HEALTH & WELFARE**

### Section 25.1 - Health and Welfare

The Company shall provide the "Prairie Teamsters Health and Welfare Plan" to all employees or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.

- (a) Any Member of the Union who **is** in the employ of the Company on **a** regular full-time basis on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- (b) Any regular employee or member of the Union 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 thirty (30) calendar days from the date of employment with the Company.
- (c) It will be the responsibility of the Company to ensure that **all** employees are enrolled in the Health and Welfare Plan and for making 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 claims arising thereof.

- (d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- (e) 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.
- (f) Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by Medicare.
- (g) The cost of the Health Insurance Plan (currently \$162.37 per month) and the cost of provincial medicare (where applicable). Health insurance premiums will be adjusted based on cost experience necessary to maintain the current level of benefits during the term of this Agreement.

Seventy-five percent (75%) by the Company; and

Twenty-five percent (25%) by the participating member.

The premiums payable by the employee shall be made by payroll deduction and made once monthly.

## **ARTICLE 26 - GENERAL**

### **Section 26.1 - Time Clocks**

There shall be a time clock which shall be accessible to employees. An employee will have access to his current time card on request.

### **Section 26.2 - Time Off to Vote**

Personnel shall be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statute.

### **Section 26.3 - Bereavement Pay**

When a death occurs in a regular employee's immediate family, such employee will be granted, upon request, a period of time off for bereavement.

Such employee will be paid at his regular straight time hourly rate of pay for hours lost from his regular schedule for each working day lost for reasons related to the death to a maximum of three (3) working days. A working day lost shall be not more than eight (8) hours.

A regular employee's immediate family is defined as an employee's father, mother, spouse, son, daughter, sister, brother, grandparents, grandchildren, step-parents, foster parents, mother-in-law, father-in-law, brother-in-law and sister-in-law.

#### Section 26.4 - Jury Duty Pay

If a regular employee is called and is required to serve on jury duty or **as** a crown witness on his normal working day, the Company agrees to pay eight (8) hours pay per day at the regular hourly rate of pay less the amount of jury duty or crown witness pay received.

#### Section 26.5 - Personal Injuries

If a regular employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall receive not less than eight **(8)** hours pay at the regular hourly rate of pay for the day of his injury providing he is not receiving Compensation Pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitates the need and in minor cases the Company shall also supply suitable transportation to the above-mentioned services and thence to the employee's residence.

#### Section 26.6 - Invalidating Legislation

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Section, Article or Appendix hereto, only the affected portion of this Agreement shall be nullified.

#### Section 26.7 - Lunch Rooms and Washrooms

The Company agrees to provide and maintain clean, sanitary and adequate lunch rooms and washrooms and all rooms will be provided with adequate heat and fire exits as required by law.

#### Section 26.8 - Company Meetings

The Company shall pay the regular hourly rate of pay to each employee compelled to attend a Company meeting.

### Section 26.9 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned and the number of overtime hours and the amount earned. If the Company reduces a time card or trip report, the Company agrees to notify the employee of such change as soon as possible and no later than by pay day.

### Section 26.10 - Transfers

When an employee from a higher rated classification is required to **work** temporarily or until reclassified at a lower rated classification, he shall continue to be paid at the rate paid for the higher classification. When an employee from a lower rated classification is required to work for two (2) hours or more per day in a higher classification, he shall be paid for the entire day at the higher rated classification.

### Section 26.11 - Pay for Training

Where the Company requires an employee to take further training, the employee will be paid for all time spent in training.

### Section 26.12 - Parking Facilities

The Company will provide adequate parking facilities for all employees.

### Section 26.13 - Noise Pollution

The Company agrees that drivers will not be compelled to operate power equipment which creates a noise level in excess of that which is permitted by applicable Government regulations.

### Section 26.14 - Appendices

Appendices " A and "B" form part of this Agreement.

### Section 26.15 - Receipts

Employees must be given dated receipts immediately upon turning money into the Company.

### Section 26.16 - Bonding

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the

Company. If the Company cannot arrange for a bond for an employee within thirty (30) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause for discharge.

#### Section 26.17 - Dock Plates

The Company shall supply and maintain proper safe dock plates.

#### Section 26.18 - Safety

No driver shall be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar.

The Company shall not require a person to lift, carry or move anything so heavy or in a manner as to be likely to endanger his safety or the safety of any other person.

No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to applicable legislation.

#### Section 26.19 - Hand Holds and Steps

All pick-up and delivery trucks will have steps and hand holds at the rear of the unit.

#### Section 26.20

All power equipment, including equipment hauling containerized equipment shall have sufficient mud flaps installed.

#### Section 26.21 - Discipline

An employee will receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history, however, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary



action against the employee if the written reprimand or warning letter is more than twelve (12) months old.

Section 26.22 - Continuation of Health & Welfare/Union Dues

When an employee goes off work ill, or on compensation or a grievance is invoked on his discharge, the Company shall continue to pay both his Health and Welfare Premiums and Union Dues so that the employee shall be protected to the utmost, provided:

- (a) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears; and
- (b) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.

In the event of an employee grievance being rejected, all monies paid by the Company under this Article, including the total premium, shall be paid to the Company by the employee.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

In the event an employee does not return to work and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

The Company agrees to provide written notice of dues and, where applicable, health and welfare premiums to employees who have been off work for a period of three (3) months.

Section 26.23 - Storing and Handling

Except as otherwise provided herein, 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.

**ARTICLE 27 - TERMINATION**

Section 27.1 - Termination

This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of January 2001 until the thirty-first (31<sup>st</sup>) day of December, 2003, 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 the thirty-first (31<sup>st</sup>) day of December, 2003, or immediately

preceding any succeeding thirty-first (31<sup>st</sup>) day of December 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.

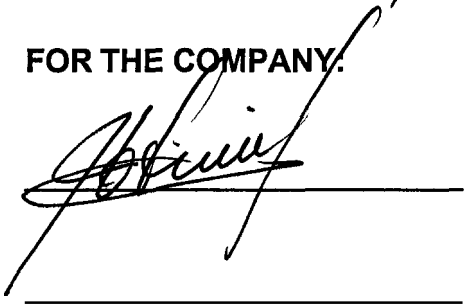
Should either party give written notice to the other party pursuant to sub-section (a) hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout, or the parties shall conclude a renewal or revision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

Section 27.2

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.

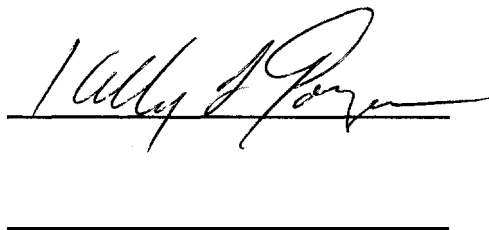
DATED at Winnipeg this 30<sup>th</sup> day of August, 2002

**FOR THE COMPANY:**



\_\_\_\_\_

**FOR LOCAL 979:**



\_\_\_\_\_

## APPENDIX "A"

### REGULAR HOURLY RATES OF PAY AND PREMIUMS IN MANITOBA

#### Section A.1 - Regular Hourly Rates of Pay

	<u>February 3, 2002</u>	<u>January 1, 2003</u>
Drivers	\$15.05	\$15.35
Dockmen	\$14.90	\$12.30
Operations Administrative Clerk	\$13.25	\$12.30
Office Clerk	\$12.29	\$11.30
Operations Clerk	\$11.71	\$10.76

#### Section A.2 - Leadhand Premium

Employees who are assigned by the Company to perform the duties of leadhand shall receive a premium of twenty-five dollars (\$25.00) per week for the weeks they perform the duties of leadhand.

#### Section A.3 - Starting Rates (Regular Employees)

All newly hired regular employees will receive fifty cents (50¢) per hour less than the regular hourly rate of pay for the first six (6) months of employment.

#### Section A.4 - Starting Rates (Part-Time Employees)

All part-time employees hired after July 1, 1994 will receive the applicable rates shown above for employees hired after July 1, 1994.

#### Section A.5 - Shift Differential

For all shifts commencing between the hours of 1359 and 0559 a shift differential over and above the job classification will be paid to those regular employees who work such shifts at fifty cents (50¢) per hour.

## APPENDIX "B"

### PRAIRIE TEAMSTERS PENSION PLAN

#### Regular Hourly t Employees

- (a) Effective February 3, 2002 the Company will contribute one dollar and thirty five cents (\$1.35) per hour for each hour for which wages are payable as of the first of the month following ninety (90) calendar days of full-time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2003 the Company will contribute one dollar and fifty cents (\$1.50) per hour for each hour for which wages are payable as of the first of the month following ninety (90) calendar days of full-time employment, to the Prairie Teamsters Pension Plan.

During the term of this agreement the company will increase the above pension contribution rate, if necessary, to provide the same contribution rate on the same effective dates as the majority of companies participating in the Prairie Teamster Pension Plan. The Union agrees to notify the company of any such increases and effective dates and to provide the company with appropriate supporting documents to confirm same.

- (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 instruction.
- (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.
- (d) The Union will advise the Company, in writing, of any delinquency.
- (e) 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.
- (f) **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.

