

THIS AGREEMENT entered into this 30th day of January A.D. 1982, shall be in force and effect as hereinafter particularly specified.

Between :

MOUNTAIN PACIFIC TRANSPORT LTD.
(hereinafter referred to as the "Company")

SOURCE	Union		
EFF.	01	07	81
TERM.	30	06	83
No. OF EMPLOYEES	75		
NOMBRE D'EMPLOYÉS			

OF THE FIRST PART

And :

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION No. 395
GENERAL TEAMSTER'S, LOCAL UNION lo. 362; and
GENERAL TRUCK DRIVER'S AND HELPERS LOCAL UNION No. 31
affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTER'S
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.
(hereinafter referred to as the "Union")

OF THE SECOND PART

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ARTICLE 1.01 - SCOPE OF THIS AGREEMENT

This Agreement shall apply to all Employee's of the Company, classified as Company Line Driver's, Peddle Line Driver's, Pick-up and Delivery Men, Yard and Dockmen, Maintenance Men and Mechanics. Lease Operator's shall also be bound by and receive the benefits of such provisions of this Agreement as are applicable to them. The Company agrees to ensure and undertakes that all Employee's of the Lease Operator's shall have all the rights,, privileges and benefits and be bound by the duties and obligations of this Agreement.

ARTICLE 1.02 -

The provisions of Appendices "A", "B", "C" and "D" attached shall be deemed to be contained in and form part of this Agreement,

ARTICLE 2.01 - UNION SECURITY

The Company agrees to recognize the Union as the sole collective Bargaining Agent for all Employee's falling within the area jurisdiction of this Agreement.

ARTICLE 2.03 -

Except as otherwise herein provided, all storing and handling of merchandise or other goods or material shall be carried on by Employee's of the Company, Member's of the Union, where such work is under control of the Company. Owner-Operator's shall be permitted to load or unload their own straight loads.

ARTICLE 2.04 -

Any increase in City Delivery equipment shall be guided by the principle of adding one Company unit for each Owner-Operator unit added. The ratio of Owner-operated highway units to Company owned highway units in each Jurisdictional area will be that established by Letters of Understanding.

ARTICLE 2.05 -

A, It is recognized by this Agreement to be the duty of the Company and the Union and the Employee's to fully co-operate, individually and collectively for the advancement of conditions,

B. The Union, **as well as** the Member's thereof, agree at all times **as fully as it may be within their power**, to further the interests of the Company and of **the** Trucking Industry.

ARTICLE 2.06 -

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A. It is further agreed that, **as** a condition of employment, each Employee not **now** a Member of the Union, and each new Employee covered in Article 1.01 and all Lease Operator's and Employees' of Lease operator's **shall become and remain** a Member in **good** standing of the Union before commencing employment with the Company.

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B. The Company agrees for the duration of this Agreement to deduct **from** the last pay cheque of each month the monthly **Dues** of any Employee, Lease Operator's and Employee's of Lease Operator's **covered** by this Agreement, together with the Initiation **Fee** to the Local Union, and remit such monies **so deducted** to the Office of the Local Union, along with a list of **the** Employee's **from** whom the money **as** deducted.

ARTICLE 3.01 - MANAGEMENT AND GENERAL

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A. The Management, operation, development including the right to **direct**, plan and control operations, 'introduce new or improved methods or facilities is **vested** in **the** Company.

B. The direction of Employee's including the right to hire, demote, promote, transfer, suspend or discharge for **just** cause **is the** function of Management. **Such** function **however**, shall not be exercised in any way inconsistent **with** or in violation of **any** terms or **provisions** of this Agreement.

C. Nothing contained in this Agreement will **be deemed** to **oblige** the Company to continue to operate **any** of its' terminals, properties or **any** of its' parts thereto.

D. The Company will provide Bulletin Boards at its' terminals on **which to post** changes in Company rules and regulations, and on **which** the Union may **post** necessary changes to its' Member's.

E. The Company recognizes the Employees' right to elect **Shop Stewards**, and will not discriminate against them for any lawful Union **activity**.

F. The Company will **allow** time **off**, without pay, to 'any man who is serving on a Union Committee or **as** a delegate, **pro-**

viding all requests for time **off** are reasonable and/or do not interfere with **the** proper operation of the business, **and provided** one (1) **week's** written notice **is** given to **the** Company **by** the Union, specifying the length of time off.

- G. Authorized Agent's of the Union will, on each occasion, request access to the Company's **establishments** for purposes **of** investigating conditions related to the **Union** contract clauses.
- H. All terms and conditions of this Agreement shall be binding upon **'the Parties** hereto **and** their successors **or** assigns, provided however, that the Company shall not be liable for payment of any kind to **be made** to the Employee's hereunder **for** damages **by** reason of breach **of** any of the terms and **conditions** herein contained, by any such **successors** or **as-**
signs.

ARTICLE 4.01 - SENIORITY

- A. Seniority **as** used herein shall mean an **Employee's** length of service since **the** date of hiring at the terminal or **such** hiring and in the classification of such hiring.
- B. Seniority **shall be** by terminal and three (3) separate clas-
sifications for Seniority **purposes** shall **be** recognized **as**
follows.

Class I - Over-the-road Driver's **who** work on a mileage
basis.

Class II - City Driver's **who** work on an hourly **basis.**

Class III - Mechanics and Maintenance **Employee's.**

- C. Within **each** terminal, the Company will post and **maintain** Seniority listings. **Such** up-to-date listings will be posted **as of** **May 1st** of each succeeding year. **Separate** lists will **be** prepared for each classification **'for** each terminal.

ARTICLE 4.02 -

- A. The principle **of** Seniority shall **be** maintained for purposes of determining reduction or **restoration** of **the** working force in each **work** classification providing the senior man is capable of performing the **job** requirements.

The Parties to this Agreement recognize that **job** opportunity and advancement should increase in accordance with Seniority. An **Employee's** right to a job shall **be** based upon

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his Seniority and ability to fulfill the job requirements but there shall be no job bumping.

- C. When the working force is reduced, Employee's shall be laid off in the reverse order of their Seniority commencing with the Employee having the least Seniority in his classification.
- D. When the work force is increased Employee's shall be returned to work in order of their Seniority in their classification commencing with the Employee having the greatest Seniority.

ARTICLE 4.03 -

Any Employee wishing to protest his Seniority must do so by formally reducing his protest to writing and submitting his protest to his Supervisor and to the Union within thirty (30) days of the posting of the Seniority listing.

ARTICLE 4.04 -

An Employee shall lose his Seniority in the following instances -

- (a) If he is lawfully discharged.
- (b) If he voluntarily quits his employment with the Company.
- (c) If he is laid off and fails to return to work within three (3) days after a written notice to return to work has been sent by the Company to the last known address of the Employee.
If he is laid off for a period in excess of six (6) months.

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ARTICLE 4.05 -

All newly hired Employee's shall be considered as probationary Employee's for the first thirty (30) continuous calendar days from the date of employment. On completion of the probation period such Employee shall be entitled to all rights and privileges of this Agreement and his Seniority shall be computed from the date of his hiring, I

ARTICLE 5.01 - LEAVE OF ABSENCE

- A. When the requirements of the Company's services will permit any Employee hereunder, upon written application to the Company with a copy of the said application to the Union,

may if approved by the Company, be granted a leave of absence for a period of thirty (30) days. Under such leave, the employee shall retain and accrue Seniority.

- E. Such leave of absence may be extended for additional periods of thirty (30) days and Seniority will accrue during such extension. A copy of such extension shall be sent to the Union.

ARTICLE 6.01 - SAFETY CONDITIONS

It shall be the duty of the Employee to report promptly in writing to the Company all defects in equipment. It shall be the duty of the Company to maintain all vehicles in a safe operating condition. The determination of, as well as the responsibility for all decisions in regard to the condition of the equipment shall rest with the Company provided that if in the opinion of the Company or its' Representatives the equipment is not in a safe operating condition, it shall require the equipment to be withdrawn from use until it has been put into a safe operating condition to the satisfaction of the Company.

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ARTICLE 7.01 - PAY AND WORK CONDITIONS

- A. Hours of work and rates of remuneration are outlined in the separate Appendices of this Agreement.
- B. Pay time shall be computed from the time that the Employee is ordered to report for duty or registers in, whichever is the later, until he is released from duty.
- C. The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- D. No Employee shall be asked nor shall he enter into a separate written or verbal Agreement with the Company covering the hours of work, wages or conditions, during the term of this Agreement, where such agreement represents less by way of wages, working conditions or other benefits than provided by this Agreement.
- E. Employee's of Owner (Lease) Operators shall be paid equivalent wages and benefits as provided herein. It shall be the responsibility of the Owner Operator and the Company, to make known to such Employee's the terms and conditions of the contract. If there should be any deficiency to the Employee it shall be his responsibility to so advise the Company in writing, within thirty (30) days of the pay period, of which the deficiency took place. The Company

shall then take action to rectify the situation and pay such balance as may be properly due and owing to such Employee from the Operators' account,

ARTICLE 7.02 -

- A. When an Employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay. 0702
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- B. Regular terminal or Maintenance Shop Employee's reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours work and/or pay, but after completion of the duty he was called for, he may book off work with a minimum of two (2) hours pay. 0703
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- C. There shall be no "split shifts" and hourly paid Employee's work week must be designated to him on the last day of the preceding week.
- D. Hourly paid Employee's shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes, nor more than one (1) hour on any one day.
- E. NO hourly paid Employee's shall be compelled to take more than one (1) continuous hour during such period, nor compelled to take any part of such continuous hour before he has been on duty three (3) hours or after he has been on duty six (6) hours.

ARTICLE 7.03 -

When an Employee meets with personal injury while on duty, which prevents him from completing his shift, he will be paid for only the hours actually worked, provided however, if a Doctor confirms by way of a report or certificate that the injury is such as to prevent the Employee from completing his shift, then he will be paid for the entire shift, providing further that: he is not in receipt of Worker's Compensation for that day.

ARTICLE 7.04 -

- A. All Employee's covered by this Agreement shall be paid not less than twice a month. For accounting purposes, the Company may defer payment of not more than ten (10) calendar days of earnings.

- B. The Company shall provide a report whereby Employee's will have a record of all work performed.

ARTICLE 8.01 - VACATIONS

- A. All Employee's shall receive two (2) week's vacation with pay after 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 gross wages of the Employee during the year in which he qualified for such vacation.
- B. Each Employee, on completing three (3) or more year's continuous service with the Company shall be granted three (3) week's holiday with pay. Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the Employee during the year in which he qualified for such vacation.
- C. Each Employee, on completing nine (9) or more year's continuous service with the Company shall be granted four (4) week's holiday with pay. Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the Employee during the year in which he qualified for such vacation.
- D. Each Employee, on completing fifteen (15) or more year's continuous service with the Company shall be granted five (5) week's holiday with pay. Payment for such vacation shall be in the amount equal to ten percent (10%) of the gross wages of the Employee during the year in which he qualified for such vacation.

ARTICLE 8.02 -

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 Employee's.

ARTICLE 8.03 -

An Employee laid off or leaving the Company before completion of a full year of service shall be entitled to a pro-rated vacation with pay computed on the same percentage of his regular wages during the portion of the year worked.

ARTICLE 9.01 - STATUTORY HOLIDAYS

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A. All Employee's who have completed their probationary period of thirty (30) calendar days shall be entitled to ten (10) Statutory Holidays. The 'said Statutory Holidays are:

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

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B. Regular hourly Employee's will receive eight (8) hours pay at their regular hourly work time job classification rate for the Statutory Holidays as listed above.

Line Driver's will receive ten (10) hours pay.

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C. In the event a regular Employee is requested to work on a Statutory Holiday he shall receive the rate of pay as stipulated in this Agreement in addition to the rate of pay as prescribed for the Statutory Holiday.

ARTICLE 10.01 - OTHER UNION CONTROVERSY

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.

ARTICLE 10.02 -

It shall not be a violation of this Agreement or cause for discharge of any Employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.

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ARTICLE 10.03 -

During the life of this Agreement there shall be no lock-out of: any strike, sit-down, work stoppage or suspension of work either complete or partial.

ARTICLE 11.01 - VALIDITY OF ARTICLES

If any Article or Section of this Contract or of any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or en-

enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its' validity, the remainder of this Contract and of any Appendix thereto, or the application of such Article or Section, to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 12.01 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any Appendix thereto, shall be adjusted and settled within the terms and conditions set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedures 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 his immediate Supervisor. Time limit to institute grievance -

- (a) Termination or lay-off - five (5) days from date of termination or lay-off.
- (b) All others - thirty (30) days from the date the grievance arose.

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Step 2

Failing settlement under Step 1, the Employee must present his grievance in writing to the Local Union and such grievance shall be taken up between the Representative of the Local Union and the immediate Supervisor.

Step 3

Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2 shall be reduced to writing and it will be referred to and taken up between the Secretary or other Bargaining Representative of the Union and the Company Representative authorized by the President of the Company. Such written notice must be made within the time limitations as indicated under Step 1.

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Failing settlement under Step 3, the matter will be taken up in presentation to a Board consisting of two (2) Union Member's selected by the Union and two (2) Company member's appointed by the President of the Company.

Step 5

Failing settlement under Step 4, the matter will be refer-

red to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case. The Arbitrators' decision will be final and binding.

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The Arbitrator shall not have the authority or power to add to, delete from or amend any term in this Agreement.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding,

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

ARTICLE 13.01 - LEASE OPERATIONS

The Company agrees to negotiate, and only negotiate, with the Union and a committee of Lease Operator's with respect to all of the conditions of the operation and work of Lease Operators.

ARTICLE. 14.01 - TERMINATION AND AMENDMENTS

- A. This Agreement shall be in full force and effect as of the 1st day of July 1981 and continue through 38th day of June, 1983 and from year to year thereafter except as hereinafter provided.
- B o Either Party may terminate this Agreement on any Anniversary date by notice in writing to the other Party, not less than ninety (90) days prior thereto.
- C. Either Party wishing to amend this Agreement shall give notice in writing to the other Party to commence collective bargaining not less than ninety (90) days prior to such Anniversary date of this Agreement.

SIGNED this 30th day of January A.D., 1981. *[Signature]*

Party of THE FIRST PART

[Signature]

Party of THE SECOND PART

[Signature]
[Signature] 362
[Signature] 31

A.P.P E N D I X "A"

Covers all Employee's engaged in Over-the-road Operation's

Section I:

Single and Sleeper-Cab Operations -

Local Warehouse work and City Pick-up and Delivery service are not subject to the terms and conditions of this Article but are subject to Pick-up and Delivery Appendix hereunto annexed and forming part of this Agreement.

Section II:

Line Driver's Call and Guarantee Time -

- (a) Employee's shall be given at least two (2) hours notice when ordered to report for duty at both the Home Terminal and at the end of the run where he has been effectively released from duty by the Company.
- (b) When an Employee has been called for duty and has begun his trip, he shall be guaranteed a minimum of eight (8) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.
- (c) When an Employee reports to work after being called and no work is available, he shall receive a minimum of four (4) hours pay at the work time rate.
- (d) The Company will endeavour to notify all Driver's between the hours of 1700 and 1900, who are off-duty at their Home Terminal if they are expected to report for duty between the hours of 1900 and 0700 provided further that Driver's who are off-duty at their Home Terminal before 1200 hours on Saturday who are to be called to work prior to 2400 hours Sunday, shall be notified by 1200 hours Saturday for time of dispatch.

Section III:

Work time shall mean loading and unloading, repair of equipment and time spent on ferries and boats. Driver's shall be paid for such duties at the applicable work time hourly rate. In the case of dual Driver's, where only one Driver is required to load or unload, only one Driver will be paid for work time.

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Section IV:

- Deadhead -
(a) Every Employee covered under this Agreement when required to travel by any other mode of transportation than Company equipment shall be paid in the following manner.

For the first eight (8) hours in any twenty (20) hour period, his hourly work time rate as provided in this Agreement.

- (b) Each Employee who is covered by this Agreement and who is required by the Company to ride on Company equipment in deadhead manner, will be paid the regular work time rate, for all hours spent in riding such equipment.

Section V:

Wait Time -
Driver's shall be paid for Wait Time as follows -

- (a) For all time spent waiting to load and unload, waiting for equipment to be repaired, and waiting for roads to be cleared as stipulated in this Agreement, with a maximum of eight (8) hours pay for waiting time in each twenty (20) hour period,
- (b) Wait Time is clarified as follows. Wait Time is not accumulative for the purpose of determining Wait Time pay. Each stop shall be considered a separate waiting period.
- (c) In no event shall Wait Time pay exceed eight (8) hours for each stop in any twenty (20) hour period. When a Driver is held more than one (1) day he shall receive pay for the first eight (8) hours of each twenty (20) hour period.
- (d) All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial or City Regulations, shall be paid for at regular applicable Wait Time rate in this Agreement. It shall be the duty of the Employee to ascertain that he is not hauling an overload, and to ascertain that he has all the necessary and required licenses, certificates and permits before leaving the Company Terminal provided however, that the Company shall arrange for all permits to be made available to its Employee's.

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Section VI:

Lay-over -

In the event that Driver's are required to lay-over during any one round trip or tour away from their Home Terminal they shall be compensated for lay-over time as follows; it being understood that lay-over time shall not be accumulative, but shall mean only one lay-over on such round trip or tour, save and except in the case of accident or breakdown whereby the lay-over point may be extended to a point beyond the original designata lay-over point. For the first twelve (12) hours of each lay-over - NO PAY. For the next eight (8) hours, rates as stipulated in this Agreement. For the next twelve (12) hours - NO PAY, For the next eight (8) hours, rates as stipulated in this Agreement and continuing on the same basis for each twenty (20) hour period of the continuing lay-over.

Section VII:

Bobtail -

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

Section VIII:

Mileage Rates -

- (a) Mileage rates are laid out by areas and will be paid for as such and they are composite mileage rates to compensate for duties performed in normal operations which include driving, checking equipment and reports, including fueling, hook-up and/or unhooking at the origin and/or destination points.
- (b) The official State, Provincial and/or Territorial mileages will be used as a guide to determine the miles driven, the authority to determine the number of miles driven will be the Department of Highways of the various Provinces, Territories and/or States.

Section IX:

Miles and Hours -

- (a) All runs or trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under applicable mileage rate,

provided less than the hourly rate for the total driving time on a particular trip. The onus is upon the Driver to question the rate of pay by marking his Trip and Pay Report accordingly.

- (b) Bush Runs -
Runs which include both Highway miles and off-line bush miles will be paid for in the following manner. Mileage rates for main highway miles and hourly rates for bush miles.

Section X:

- Single-man Operations -
- (a) For definition purposes the word "Trip" will be used when referring to single man operations. A single man trip is considered from point of dispatch to point of rest, lay-over, or book-off.
- (b) The regular hours of work for Employee's engaged in single man operations shall be ten (10) hours per trip. The Company shall pay for all driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the lay-over and wait time, but is calculated on the driving and work time only, at one-half the work time rate of pay.
- (c) No single-man Driver shall be called for dispatch until he has been off duty eight (8) hours excluding two (2) hours call-time after completing a trip.

Section XI:

- Sleeper-Cab Operation -
- (a) For definition purposes, the word "Tour" will be used when referring to Sleeper operations.
- (b) Sleeper-Cab operation shall be performed by two (2) Driver's, the Company shall designate the Home Terminal of each Driver team and they shall be paid for driving one-half (1/2) the mileage the vehicle travelled in making the tour.
- (c) Only two (2) men shall be permitted in sleeper-cab equip-

ment at any time, except in case of emergency, or where new type of equipment is put into operation. In no event shall a Driver Supervisor or other authorized personnel be in the cab in addition to the two (2) Driver's for more than three hundred (300) miles.

- (a) No Driver under *this* Agreement shall be placed on lay-over if routed on any tour with outbound mileage under four hundred (400) miles.
- (e) Except in cases of emergency, sleeper-cab Driver's shall be entitled to have a minimum of four (4) hours off-hour's off-duty, excluding call-time after completion of their tour.
- (E) No sleeper-cab Driver shall be allowed to take a solo trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty.

Section 12:

- Transferring Over-the-road Driver's -
- (a) When a Branch, Terminal, Division or Operation is closed or partially closed and the work of the Branch, Terminal, Division or Operation in whole or in part, an Employee at the closed or partially closed down Branch, Terminal, Division or Operation shall have the right to transfer to the Branch, Division or Operation into which the work was transferred if work is there available.
 - (b) Such Employee's will be dove-tailed into the Seniority List as of the date they first became Employee's in their classification.
 - (c) Whenever a man is transferred at the request of the Company, his reasonable moving expenses shall be borne by the Company.
 - (d) For the purpose of this Section "expense" is defined to mean the moving expenses of normal household goods and chattels.
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A P P E N D I X "B"

Covers Rates of Pay for all Single Man and Sleeper-Cab Driver's

Section I:

Mileages Rates -

		<u>July 1, 1981</u>	<u>July 1, 1982</u>
(a)	Sleeper Teams		
	i. Yukon & North of Dawson Creek	36.25	41.00
	ii. All other areas except as in iii. below	34.50	38.50
	iii. Sask., Manitoba & East	31.65	35.65
	iv. For all miles driven in U.S.A. East of a line straight South of the Alberta, Saskatchewan Border	34.50	37.50
(b)	Single-man Operation		
	i. Yukon & North of Dawson Creek	33.15	37.65
	ii. All other areas except as in iii. and iv. below	30.15	34.65
	iii. East of Dawson Creek to Edmonton, North & South on Highway #2, and East of Highway #2 in Alberta	29.50	34.50
	iv. Sask., Manitoba & East	27.90	31.40
	v. For all miles driven in U.S.A. East of a line straight South of the Alberta, Saskatchewan Border	29.50	33.50
(c)	When operating units West of Winnipeg with more than five (5) axles with a maximum of seven (7) axles, the mileage rate in (a) and (b) above will be increased by \$.01¢ per axle for each additional axle over and above the fifth axle.		

When operating units East of Winnipeg with more than five (5) axles the mileage rates in (a) and (b) above, will be increased by \$.01¢ per axle for each additional axle over and above the fifth axle.

Section II:

rates of Pay (Hourly) Work Time -

	<u>July 1, 1981</u>	<u>July 1, 1982</u>
i. Alberta and N.W.T.	11.50	13.50
ii. Saskatchewan & Manitoba	10.97	12.60
iii. All work performed by over-the-road Driver's shall be paid for at their domicile hourly rate.		

Section III:

Wait Time and Lay-Over Time -

i. Alberta and N.W.T.	11.00	13.00
ii. Saskatchewan & Manitoba'	10.47	12.10
iii. All wait time and lay-over times by over-the-road Driver's shall be paid for at their domicile hourly rate.		

APPENDIX "C"

City Driver's

Section I:

Scope of this Appendix -

This Appendix shall cover Employee's engaged in driving trucks within the area of the Cities in which the Company maintains Terminal offices.

Section II:

Rates of Pay and Hours of Work -

British Columbia based Employee's - the Company agrees that British Columbia based Employee's will be covered by all of the terms and conditions of the existing Agreement that was negotiated between Teamsters Local 213, Teamsters Local 31 and the British Columbia Master Freight and Cartage Agreement.

Section III:

(a) Alberta, Manitoba and Saskatchewan based Employee's -
Hours of work - Daily maximum is eight (8) hours per day or forty (40) hours per week, for any five (5) consecutive days.

(b) Overtime Rate of Pay -
All hours worked in excess of daily or weekly maximum will be deemed overtime and paid for at the rate of one and one-half (1 1/2) times the every day hourly rate of pay.

For all hour's worked on the Employee's designated day of rest or on a Statutory Holiday, the rate of pay will be one and one-half (1 1/2) times the Employees' hourly rate of pay.

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Section IV:

	<u>July 1, 1981</u>	<u>July 1, 1982</u>
(a) <u>Hourly Rate for City Employee's -</u> <u>Alberta & N.W.T.</u>	11.50	13.50
(b) Saskatchewan & Manitoba	10.97	12.60

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Section V:

subsistence Allowance -

Each Employee who is required to lay-over from his domiciled point shall be entitled to a Subsistence Allowance of fourteen dollars (\$14.00) per day, 1981 and fifteen dollars (\$15.00) per day, 1982. In addition, the Company will pay for the reasonable costs of a hotel room upon presentation of a receipt, or;

Where camp facilities are available, the Employee shall receive Board and Lodgings at no cost to the Employee..

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A P P E N D I X "D"

Health and Welfare - Alberta, Saskatchewan and Manitoba

Section I

The Company shall provide the "Prairie Teamster's Health and Welfare Plan" to all Employee's or Member's 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 Employee's are enrolled in the Health and Welfare Plan and for making premium remittances on their behalf. Failure of the Company to enroll Employee's, 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 enrolment 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 in the Province in which the Employee is domiciled.
- g) The cost of the Health Insurance Plan (\$59.00 per month, August 1, 1981, and \$63.00 per month, January 1, 1982) and the cost of Provincial Medicare (where applicable) shall be borne seventy-five percent (75%) by the Company and twenty-five percent (25%) by the Employee.
- h) Part-time Employee's shall not be covered under the provisions of the Health and Welfare Program if covered elsewhere, until such time as they are transferred to the regular Employees' Seniority List.
- i) Part-time Employee's shall not be eligible to the following provisions of the Health and Welfare Program In any event:
 - (i) Weekly Indemnity Benefits
 - (ii) Sick Leave
 - (iii) Dental Plan
 - (iv) Long Term Disability

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LETTER OF UNDERSTANDING

BETWEEN: MOUNTAIN PACIFIC TRANSPORT LTD.
(hereinafter referred to as the "Company")
OF THE FIRST PART

AND: GENERAL TEAMSTER'S LOCAL UNION No. 362
(hereinafter referred to as the "Union")
OF THE SECOND PART

In respect of Alberta only

The parties hereby agree as follows -

1. That the Base Fleet Relationship of Owner-operated highway units to Company highway units will be 47 Owner-operator's to 0 Company units. Thereafter a one to one ratio will be maintained.

Similarly, any reduction to the base level of 47 Owner-operators to 1 Company vehicle, will be on a one for one basis.

2. It is understood that when one (1) Lease Operator replaces another Lease Operator, Local 362 will be notified by the Company.
3. After the establishment of one Company vehicle should there be a lay-off, the Company may lay-off on a one for one basis, however all Owner-operator's must be laid off prior to the last Company vehicle and on rehire the Company may rehire on the principle of the Base Fleet Relationship.
4. Any employee or Owner-operator whose domicile point is in Alberta shall pay into the Prairie Teamster's Health and Welfare Plan and should his family live in the Province of British Columbia, the said employee and/or Owner-operator will have to cover his family on his own for the B.C. Medical coverage.
5. Note - An Owner-operator is a person who owns and drives his own unit and there shall be no more than one Owner-operator per unit.

Signed this 30th day of January, 1982 in the City of Calgary.

PARTY OF THE FIRST PART

Mountain Pacific Transport Ltd.

On behalf of the Company

PARTY OF THE SECOND PART

[Signature]

On behalf of Local Union
No. 362

SOURCE	Union		
EFF.	01	03	80
TERM.	30	06	81
No. OF EMPLOYEES	90		
NUMBER OF DATES	1980		

THIS AGREEMENT entered into this 1st date of MARCH A.D. 1980 shall be in force and effect as hereinafter particularly specified.

BETWEEN:

⁵⁰⁵⁻⁵⁴⁶⁴
MOUNTAIN PACIFIC TRANSPORT LTD. *Cognolan B b*
241 Schoolhouse St. (hereinafter referred to as the "Company")
OF THE FIRST PART

AND:

CHAUFFEURS TEAMSTERS AND HELPERS UNION NO. 395
GENERAL TEAMSTERS LOCAL UNION NO. 362 and
GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 31

(hereinafter referred to as the "Union")
OF THE SECOND PART

90 empls

Dup Reed

1st

24-25 - 38-43
~~Mountain Express~~
~~455 E. Kent Ave.~~ 324 3433
~~Vanessa V5X 4M2~~

MAR 12 1980

507 A 081 01

ARTICLE NO. 1.01 - SCOPE OF THIS AGREEMENT

This Agreement shall apply to all employees of the Company, classified as Company Line Drivers, Peddle Line Drivers, Pick-up and Delivery Men, Yard and Dockmen, Maintenance Men and Mechanics. Lease Operators shall also be bound by and receive the benefits of such provisions of this Agreement as are applicable to them. The Company agrees to ensure and undertakes that all employees of the Lease Operators shall have all the rights, privileges and benefits and be bound by the duties and obligations of this Agreement.

ARTICLE NO. 1.02

The provisions of Appendices A, E, C and D attached shall be deemed to be contained in and form part of this Agreement.

ARTICLE NO. 2.01 - UNION SECURITY

The company agrees to recognize the Union as the sole collective bargaining agent for all employees falling within the area jurisdiction of this Agreement.

ARTICLE NO. 2.03

Except as otherwise herein provided, all storing and handling of merchandise or other goods or material shall be carried on by employees of the Company, members of the Union, where such work is under control of the Company. Owner-Operators shall be permitted to load or unload their own straight loads.

ARTICLE NO. 2.04

Any increase in City Delivery equipment shall be, guided by the principle of adding one Company unit for each owner-operator unit added. The ratio of owner-operated highway units to company-owned highway units in each jurisdictional area will be that established by Letters of Understanding.

ARTICLE NO. 2.05

- A. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate, individually and collectively for the advancement of conditions,
- B. 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 Company and of the Trucking Industry.

ARTICLE NO. 2:06

- A. It is further agreed that, as a condition of employment, each employee not now a member of the Union, and each new employee covered in Article No. 1:01 and all Lease Operators and employees of Lease Operators shall become and remain a member in good standing of the Union before commencing employment with the Company. 0101
2
- B. The Company agrees for the duration of this Agreement to deduct from the last pay cheque of each month the monthly dues of any employee, Lease Operators and employees of Lease Operators covered by this Agreement, together with the Initiation Fee to the Local Union, and remit such monies so deducted to the office of the Local Union, along with a list of the employees from whom the money was deducted. 0102
4

ARTICLE NO. 3:01 - MANAGEMENT AND GENERAL

- A. The Management, operation, development including the right to direct, plan and control operations, introduce new or improved methods or facilities is vested in the Company. 1668
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- B. The direction of employees including the right to hire, demote, promote, transfer, suspend or discharge for just cause is the function of Management. Such function, however, shall not be exercised in any way inconsistent with or in violation of any terms or provisions of this Agreement.
- C. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, properties or any of its parts thereto.
- D. The Company will provide Bulletin Boards at its terminals on which to post changes in Company rules and regulations, and on which the Union may post necessary changes to its members.
- E. The Company recognises the employees' right to elect Shop Stewards, and will not discriminate against them for any lawful Union activity.
- F. The Company will allow time off, without pay, to any man who is serving on a Union Committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business, and provided one (1) week's written notice is given to the Company by the Union, specifying the length of time off. 1109
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- G. Authorised agents of the Union will, on each occasion, request access to the Company's establishments for purposes of investigating conditions related to the Union contract clauses.
- H. All terms and conditions of this Agreement shall be binding upon the Parties hereto and their successors or assigns, provided however, that the Company shall not be liable for payment of any kind to be made to the employees hereunder for damages by reason of breach of any of the terms and conditions herein contained, by any such successors or assigns.

ARTICLE NO. 4:01 - SENIORITY

- A. Seniority as used herein shall mean an employee's length of service since the date of hiring at the terminal or such hiring and in the classification of such hiring.
- B. Seniority shall be by terminal and three (3) separate classifications; for seniority purposes shall be recognised as follows:
 - Class 1 - Over the road drivers who work on a mileage basis
 - Class 11 - City Drivers who work on an hourly basis
 - Class 111 - Mechanics and maintenance employees
- C. Within each terminal, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of May 1st of each succeeding year. Separate lists will be prepared for each classification for each terminal.

ARTICLE NO. 4:02

- A. The principle of seniority shall be maintained for purposes of determining reduction or restoration of the working force in each work classification providing the senior man is capable of performing the job requirements. 0204
09
- B. The Parties to this Agreement recognise that job opportunity and advancement should increase in accordance with seniority. An employee's right to a job shall be based upon his seniority and ability to fulfill the job requirements but there shall be no job bumping. 03
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- C. When the working force is reduced, employees shall be laid off in the reverse order of their seniority commencing with the employee having the least seniority in his classification.
- D. When the work force is increased employees shall be returned to work in order of their seniority in their classification commencing with the employee having the greatest seniority.

ARTICLE NO. 4:03

Any employee wishing to protest his seniority must do so by formally reducing his protest to writing and submitting his protest to his supervisor and to the Union within thirty (30) days of the posting of the seniority listing.

ARTICLE NO. 4:04

An employee shall lose his seniority in the following instances:

- (a) If he is lawfully discharged
- (b) If he voluntarily quits his employment with the Company
- (c) If he is laid off and fails to return within three (3) days after a written notice to return to work has been sent by the Company to the last known address of the employee.
- (d) If he is laid off for a period in excess of six (6) months. 0205
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ARTICLE NO. 4:05

All newly hired employees shall be considered as probationary employees for the first thirty (30) continuous calendar days from the date of employment. On completion of the probation period such employee shall be entitled to all rights and privileges of this Agreement and his seniority shall be computed from the date of his hiring.

0201

ARTICLE NO. 5:01 - LEAVE OF ABSENCE

- A. When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of the said application to the Union, may if approved by the Company, be granted a leave of absence for a period of thirty (30) days. Under such leave the employee shall retain and accrue seniority.
- B. Such leave of absence may be extended for additional periods of thirty (30) days and seniority will accrue during such extension. A copy of such extension shall be sent to the Union.

ARTICLE NO. 6:01 - SAFETY CONDITIONS

It shall be the duty of the employee to report promptly in writing to the Company all defects in equipment. It shall be the duty of the Company to maintain all vehicles in a safe operating condition. The determination of, as well as the responsibility for all decisions in regard to the condition of the equipment shall rest with the Company provided that if in the opinion of the Company or its representatives the equipment is not in a safe operating condition, it shall require the equipment to be withdrawn from use until it has been put into a safe operating condition to the satisfaction of the Company.

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ARTICLE NO. 7:01 - PAY AND WORK CONDITIONS

- A. Hours of work and rates of remuneration are outlined in the separate Appendices of this Agreement.
- B. Pay time shall be computed from the time that the employee is ordered to report for duty or registers in, whichever is the later, until he is released from duty.
- C. The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- D. No employee shall be asked nor shall he enter into a separate written or verbal agreement with the Company covering the hours of work, wages or conditions, during the term of this Agreement, where such agreement represents less by way of wages, working conditions or other benefits than provided by this Agreement.
- E. Employees of Owner (Lease) Operators shall be paid equivalent wages

and benefits as provided herein. It shall be the responsibility of the Owner Operator, and the Company, to make known to such employees the terms and conditions of the contract. If there should be any deficiency to the employee it shall be his responsibility to so advise the Company, in writing, within thirty (30) days of the pay period, of which the deficiency took place. The Company shall then take action to rectify the situation and pay such balance as may be properly due and owing to such employee from the operator's account.

ARTICLE NO. 7:02

- A. When an employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay.
- B. Regular terminal or maintenance shop employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours work, but after completion of the duty he was called for, he may book off work with a minimum of two (2) hours pay.
- C. There shall be no "split shifts" and hourly paid employees work week must be designated to him on the last day of the preceding week.
- D. Hourly paid employees shall, except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes, nor more than one (1) hour on any one day,
- E. No hourly paid employees shall be compelled to take more than one (1) continuous hour during such period, nor compelled to take any part of such continuous hour before he has been on duty three (3) hours or after he has been on duty six (6) hours.

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ARTICLE NO. 7:03

When an employee meets with personal injury while on duty, which prevents him from completing his shift, he will be paid for only the hours actually worked, provided however, if a Doctor confirms by way of a report or certificate that the injury is such as to prevent the employee from completing his shift, then he will be paid for the entire shift, providing further that he is not in receipt of Worker's Compensation for that day.

ARTICLE NO. 7:04

- A. All employees covered by this Agreement: shall be paid not less than twice a month. For accounting purposes, the Company may defer payment of not more than ten (10) calendar days of earnings.
- B. The Company shall provide a report whereby employees will have a record of all work performed.

ARTICLE NO. 8:01 - VACATIONS

- A. All employees shall receive two (2) weeks' vacation with pay after 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 gross wages of the employee during the year in which he qualified for such vacation.
- B. Each employee, on completing four (4) or more years' continuous service with the Company shall be granted three (3) weeks' holiday with pay. Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee during the year in which he qualified for such vacation. 1003
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- C. Each employee, on completing ten (10) or more years' continuous service with the Company shall be granted four (4) weeks' holiday with pay. Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the employee during the year in which he qualified for such vacation. 1004
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ARTICLE NO. 8:02

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. 1001
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ARTICLE NO. 8:03

An employee laid off or leaving the Company before completion of a full year of service shall be entitled to a pro-rated vacation with pay computed on the same percentage of his regular wages during the portion of the year worked.

ARTICLE NO. 9:01 - STATUTORY HOLIDAYS

- A. All employees who have completed their probationary periods of thirty (30) calendar days shall be entitled to ten (10) Statutory Holidays. The said Statutory Holidays are - 0902
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Good Friday Day	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Day	Boxing Day

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- B. Regular hourly employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the Statutory Holidays as listed above.

Line Drivers will receive ten (10) hours pay.
- C. In the event a regular employee is requested to work on a Statutory Holiday he shall receive the rate of pay as stipulated in this Agreement in addition to the rate of pay as prescribed for the Statutory Holiday.

ARTICLE NO. 10:01 - OTHER UNION CONTROVERSY

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 affect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slow down programme while the controversy is being settled.

ARTICLE No. 10:02

It shall not be a violation of this Agreement or cause for discharge or any employee, in the performance of his duties, to refuse to cross a legal picket line recognised by the Union.

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ARTICLE NO, 10:03

During the life of this Agreement there shall be no lockout or any strike, sit down, work stoppage or suspension of work either complete or partial.

ARTICLE NO. 11:01 - VALIDITY OF ARTICLES

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

ARTICLE NO. 12:01 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any Appendix thereto, 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 procedures 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 his immediate supervisor,

Time Limit to institute grievance -

- (a) Termination or Lay-off - five (5) days from date of termination or lay-off,
- (b) All others - thirty (30) days from the date the grievance arose.

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Step 2

Failing settlement under Step 1, the employee must present his grievance in writing to the Local Union and such grievance shall be

taken up between the representative of the Local Union and the immediate supervisor.

step 3

Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing and it will be referred to and taken up between the Secretary or other bargaining representative of the Union and the Company representative authorized by the President of the Company. Such written notice must be made within the time limitations as indicated under Step 1.

Step 4

Failing settlement under Step 3, the matter will be taken up in presentation to a Board consisting of two (2) Union members selected by the Union and two (2) Company members appointed by the President of the Company.

Step 5

Failing settlement under Step 5, the matter will be referred to an agreed upon neutral arbitrator who will meet with the Board to hear both sides of the case. The arbitrator's decision will be final and binding.

The arbitrator shall not have the authority or power to add to, delete from or amend any term in this Agreement.

Failing to agree upon a neutral arbitrator, the Department of Labour will be requested to appoint a neutral arbitrator, whose decision will be final and binding.

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

ARTICLE NO. 13:01 - LEASE OPERATORS

The Company agrees to negotiate, and only negotiate, with the Union and a committee of lease operators with respect to all of the conditions of the operation and work of Lease Operators.

ARTICLE NO. 14:01 - TERMINATION AND AMENDMENT:

- A. This Agreement shall be in full force and effect as of the 1st day of MARCH 1920 and continue through the 31st day of JUNE 1954 and from year to year thereafter except as hereinafter provided.
- B. Either Party may terminate this Agreement on any Anniversary Date by notice in writing to the other Party, not less than ninety (90) days prior thereto.
- C. Either Party wishing to amend this Agreement shall give notice in writing to the other Party to commence collective bargaining, not less than ninety (90) days prior to such Anniversary Date of this Agreement.

SIGNED THIS 24 DAY OF January A.D. 1980.

PARTY OF THE FIRST PART:

[Signature]

PARTY OF THE SECOND PART:

[Signature] Local 362

[Signature] Local 31

[Signature] 3917

A P P E N D I X "A"

COVERS ALL EMPLOYEES ENGAGED IN OVER-THE-ROAD OPERATIONS

SINGLE AND SLEEPER-CAS3

Section 1

Local warehouse work and city pick-up and delivery service are not subject to the terms and conditions of this Article but are subject to pick-up and delivery Appendix hereunto annexed and forming part of this Agreement.

Section 2

LINE DRIVERS CALL AND GUARANTEE TIME

- (a) Employees shall be given at least two (2) hours notice when ordered to report for duty at both the Home Terminal and at the end of the run where he has been effectively released from duty by the Company.
- (b) When an employee has been called for duty and has begun his trip, he shall be guaranteed a minimum of eight (8) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.
- (c) When an employee reports to work after being called and no work is available, he shall receive a minimum of four (4) hours pay at the work time rate.
- (d) The Company will endeavour to notify all Drivers between the hours of 1700 and 1900, who are off-duty at their Home Terminal, if they are expected to report for duty between the hours of 1900 and 0700 provided further that Drivers who are off-duty at their Home Terminal before 1200 hours on Saturday who are to be called to work prior to 2400 hours Sunday, shall be notified by 1200 hours Saturday for time of dispatch-

Section 3

Work time shall mean loading and unloading, repair of equipment and time spent on ferries and boats. Drivers shall be paid for such duties at the applicable work time hourly rate. In the case of dual drivers, where only one driver is required to load or unload, only one driver will be paid for work time.

Section 4

Deadhead

- (a) Every employee covered under this Agreement when required to travel by any other mode of transportation than Company equipment shall be paid in the following manner -
For the first eight (8) hours in any twenty (20) hour period, his hourly work time rate as provided in this Agreement.

APPENDIX "A"

- (b) Each employee who is covered by this Agreement and who is required by the Company to ride on Company equipment in deadhead manner, will be paid the regular work time rate, for all hours spent in riding such equipment.

Section 5

Wait Time

Drivers shall be paid for Wait Time as follows -

- (a) For all time spent waiting to load and unload, waiting for equipment to be repaired, and waiting for roads to be cleared as stipulated in this Agreement, with a maximum of eight (8) hours pay for waiting time in each twenty (20) hour period. 0.715
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- (b) Wait Time is clarified as follows - Wait Time is not accumulative, for the purpose of determining Wait Time Pay, each stop shall be considered a separate waiting period.
- (c) In no event shall Wait Time pay exceed eight (8) hours for each stop in any twenty (20) hour period. When a Driver is held more than one (1) day he shall receive pay for the first eight (8) hours of each twenty (20) hour period.
- (d) All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial or City Repletions, shall be paid for at regular applicable Wait Time rate in this Agreement. It shall be the duty of the employee to ascertain that he is not hauling an overload, and to ascertain that he has all the necessary and required licenses, certificates and permits before leaving the Company Terminal, provided however, that the Company shall arrange for all permits to be made available to its employees.

Section 6

Layover

In the event that Drivers are required to layover during any one round trip or tour away from their Home Terminal they shall be compensated for layover time as follows - it being understood that layover time shall not be accumulative, but shall mean only one layover on such round trip or tow, save and except in the case of accident or breakdown whereby the layover point may be extended to a point beyond the original designated layover point. For the first twelve (12) hours of each layover - No Pay. For the next eight (8) hours, rates as stipulated in this Agreement. For the next twelve (12) hours - No Pay. For the next eight (8) hours, rates as stipulated in this Agreement and continuing on the same basis for each twenty (20) hour period of the continuing layover.

APPENDIX "A"

Section 7

Bobtail

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

Section 8

Mileage Rates

- (a) Mileage rates are laid out by areas and will be paid for as such and they are composite mileage rates to compensate for duties performed in normal operations which include driving, checking equipment and reports, including fueling, hook-up and/or unhooking at the origin and/or destination points.
- (b) The official State, Provincial and/or Territorial mileages will be used as a guide to determine the miles driven, the authority to determine the number of miles driven will be the Department of Highways of the various Provinces, Territories and/or States.

Section 9

Miles and Hours

- (a) All runs or trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under applicable mileage rate, provided less than the hourly rate for the total driving time on a particular trip. The onus is upon the Driver to question the rate of pay by marking his Trip and Pay Report accordingly.
- (b) Bush Runs - runs which include both Highway miles and off-line bush miles will be paid for in the following manner - Mileage rates for main highway miles and hourly rates for bush miles.

Section 10

Single Man Operations

- (a) For definition purposes the word "Trip" will be used when referring to single man operations. A single man trip is considered from point of dispatch to point of rest, layover, or book off.
- (b) The regular hours of work for employees engaged in single man operations shall be ten (10) hours per trip. The Company shall pay for all driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the layover and wait time, but is calculated on the driving and work time only, at one-half the work time rate of pay.

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APPENDIX "A"

- (c) **Hb Single Man Driver shall be called for dispatch until he has been off-duty eight (8) hours excluding two (2) hours call-time after completing a trip.**

Section 11

Sleeper Cab Operation

- (a) **For definition purposes, the word 'tour' will be used when referring to sleeper operations.**
- (b) **Sleeper-Cab operation shall be performed by two (2) drivers, the Company shall designate the home terminal of each driver team and they shall be paid for driving one-half (1/2) the mileage the vehicle travelled in making the tour.**
- (c) **Only two (2) men shall be permitted in sleeper-cab equipment at any time, except in case of emergency, or where new type of equipment is put into operation. In no event shall a Driver Supervisor or other authorised personnel be in the cab in addition to the two (2) drivers, for more than three hundred (300) miles.**
- (d) **No Driver under this Agreement shall be placed on layover if muted on any tour with outbound mileage under four hundred (400) miles.**
- (e) **Except in cases of emergency, sleeper-cab drivers shall be entitled to have a minimum of four (4) hours off-hours off-duty, excluding call time after completion of their tour.**
- (f) **No sleeper-cab driver shall be allowed to take a solo trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty.**

Section 12

Transferring Over-The-Road Drivers

- (a) **When a branch, terminal, division or operation is closed or partially closed and the work of the branch, terminal, division or operation in whole or in part, an employee at the closed or partially closed down branch, terminal, division or operation shall have the right to transfer to the branch, division or operation into which the work was transferred if work is there available.**
- (b) **Such employees will be dove-tailed into the seniority list as of the date they first became employees in their classification.**
- (c) **Whenever a man is transferred at the request of the Company, his reasonable moving expenses shall be borne by the Company.**
- (d) **For the purpose of this Section, "expense" is defined to mean the moving expenses of normal household goods and chattels,**

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A P P E N D I X "B"

COVERS RATES OF PAY FOR ALL SINGLE MAX AND SLEEPER CAB DRIVERS

Section 1

<u>MILEAGE RATES</u>	<u>JULY 1, 1979</u>	<u>JULY 1, 1980</u>
(a) <u>SLEEPER TEAMS</u>		
i. Yukon and North of Dawson Creek.....	30.00	32.00
ii. All other areas.....	26.50	28.50
(b) <u>SINGLE MAN OPERATION</u>		
i. Yukon and North of Dawson Creek.. .. .	28.15	30.15
ii. All other areas except as in iii	25.15	27.15
iii. East of Dawson Creek to Edmonton, North and South on Highway #2 and East of Highway #2 in Alberta.....	24.15	26.15

Section 2

<u>RATES OF PAY (HOURLY) WORK TIME</u>	<u>JULY 1, 1979</u>	<u>JULY 1, 1980</u>
i. Alberta and North West Territories.. . .	\$8.96	\$9.96
ii. All work performed by Over-the-Road Drivers shall be paid for at their domicile hourly rate.		

Section 3

<u>WAIT TIME AND LAYOVER TIME</u>	<u>JULY 1, 1979</u>	<u>JULY 1, 1980</u>
i. Alberta and North West Territories	\$8.46	\$9.46
ii. All Wait Time and Layover Times by Over- the-Road Drivers shall be paid for at their domicile hourly rate.		

Section 4.

SUBSISTENCE ALLOWANCE

Each employee who is required to layover from his domiciled point shall be entitled to a Subsistence Allowance of eleven dollars and fifty cents (\$11.50). In addition, the Company will pay for the reasonable costs of a hotel room upon presentation of a receipt.

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OR

Where camp facilities are available, the employee shall receive Board and Lodgings at no cost to the employee.

APPENDIX "C"

CITY DRIVERS

Section 1

Scope of this Appendix

This Appendix shall cover employees engaged in driving trucks within the area of the Cities in which the Company maintains Terminal offices.

Section 2

Rates of Pay and Hours of Work.

'British Columbia' based employees - the Company agrees that British Columbia based employees will be covered by all of the terms and conditions of the existing Agreement that was negotiated between Teamsters Local 213, Teamsters Local 31 and the British Columbia Master Freight and Cartage Agreement;

Section 3

Alberta, Manitoba and Saskatchewan Based Employees

(a) Hours of Work - Daily maximum is eight (8) hours per day or forty (40) hours per week, for any five (5) consecutive days.

(b) Overtime Rate of Pay

All hours worked in excess of daily or weekly maximum will be deemed overtime and paid for at the rate of one and one-half (1-1/2) times the every day hourly rate of pay.

For all hours worked on the employee's designated day of rest or on a Statutory Holiday, the rate of pay will be one and one-half (1-1/2) times the employees hourly rate of pay.

Section 4

Hourly Rate for City Employees

JULY 1, 1979

JULY-1, 1980

In Alberta..... \$8.96

\$9.96

0.
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10
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0.4
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APPENDIX "D"

HEALTH INSURANCE PLAN IN ALBERTA, SASKATCHEWAN AND MANITOBA

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 in the Province in which the employee is domiciled.
- (g) The cost of the Health Insurance Plan (\$56.00 a month from March 1, 1979 and \$61.00 a month from January 1, 1981) and the cost of Provincial Medicare (where applicable) shall be borne as follows:
Fifty percent (50%) by the Company; and fifty percent (50%) by the participating member..
The premiums payable by the employee shall be made by payroll deduction and made once monthly.
- (h) Part-time employees shall not be covered under the Provisions of the Health and Welfare Program if covered elsewhere, until such time as they are transferred to the regular employees' Seniority List.
- (i) Part-time employees shall not be eligible to the following provisions of the Health and Welfare Program in any event:
 - i. Weekly Indemnity Benefits.
 - ii. Sick Leave,
 - iii. Dental Plan.
 - iv. Long Term Disability.

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