

COLLECTIVE AGREEMENT

BETWEEN

KINDERSLEY TRANSPORT LTD.

AND

**LOCAL 605 OF THE COMMUNICATIONS, ENERGY
AND PAPER WORKERS UNION OF CANADA**

FEBRUARY 1, 2013 – JANUARY 31, 2016

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ARTICLE 1 – GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to promote a harmonious and productive relationship between the Company and the Union and to set forth the terms of the Agreement between the parties as to wages, hours of work and conditions of employment.
- 1.02 During the term of this Agreement the Union agrees there shall be no strikes, work stoppages, slow down or interruptions of the Company operations. The Company agrees during the term of this Agreement there will be no lockouts.

ARTICLE 2 – UNION RECOGNITION

- 2.01 This Agreement shall apply to all employees of KINDERSLEY TRANSPORT LTD., save and except all office staff and those employees excluded by the Federal Labour Relations Board order #580-119.
- 2.02 The Company recognizes the Union as the sole and exclusive bargaining agent for the employees defined in Article 2.01, and both parties agree to bargain collectively and in good faith.

ARTICLE 3 – UNION SHOP

- 3.01 Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain his/her membership in the Union.
- 3.02 Any employee hired, rehired, reinstated or transferred into the bargaining unit on or after the effective date of this Agreement shall be required as a condition of continued employment, to be a member of the Union with thirty (30) days following the beginning of his/her employment.
- 3.03 Newly, hired employees shall be on probation for a period of ninety (90) consecutive calendar days from their date of hire. Such probation period may be extended at the Company's discretion for an additional sixty (60) consecutive calendar days. In such cases the employee and the Union will be notified as to the reason for such extension.

During the probation period the employee may be terminated for cause or general unsuitability and the probationary employee shall not have access to the grievance procedure unless claiming that he/she was not on probation at the time of termination or that the termination was based on erroneous information.

A probationary employee shall not have access to Articles 7 (Seniority), 8 (Job Posting), or 19 (Incentive and Performance Bonus). When an employee successfully completes probation, his/her seniority shall be effective from the last date of hire and all rights and benefits of this collective agreement shall then apply.

ARTICLE 4 - UNION DUES

- 4.01 The Company shall, twice a month, deduct from the wages due to the employees who are Union members and pay to the Union the amounts of uniform union dues, initiation fees and/or assessments as designated by the Financial Secretary of the Union.
- 4.02 The designated union dues shall be deducted from the employees twice monthly, with one-half of the dues to be deducted each time. The amounts so deducted shall be forwarded twice a month, to the Financial Secretary of the Union. The Company shall furnish the Financial Secretary a listing showing the names and branches of those employees from and on behalf of whom such deduction have been made, the amount deducted from each employees, and all additions to and deletions from the previous listing and submit remittance within fifteen (15) calendar days of payroll cut-off.
- 4.03 This compulsory check-off dues shall continue during the lifetime of this Agreement or any renewal thereof, and shall be continued throughout any period during which the parties are engaged in negotiations with a view to make a new agreement and it shall apply to all employees in the bargaining unit.
- 4.04 The Union agrees to indemnify and save the Company harmless against any claim of liability arising out of or resulting from the operation of this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes Management's right to manage and direct the workforce, including the right to hire, to assign jobs, to establish qualifications for jobs to be filled and to judge merit and ability of employees, to determine if accidents are preventable or non-preventable, to increase and decrease the working force, to schedule operations and the method, process and means of operation.

Further, the Union recognizes Management's right to discipline, suspend or discharge for just cause.

- 5.02 The Union further recognizes that except as restricted by this agreement all other management rights are reserved.

ARTICLE 6 – UNION RIGHTS

- 6.01 The Company recognizes the right of the Union to appoint or otherwise elect Shop Stewards for the handling of grievances, disputes or differences that may arise from the application or interpretation of the terms of this agreement.
- 6.02 The steward of a grieved employee will be allowed to leave his/her work without loss of pay, to investigate a grievance and/or file a grievance at Step One. However, the steward shall first obtain permission from his/her immediate supervisor. Such permission shall not be unreasonably withheld.
- 6.03 Employees who have been elected or appointed to attend Union business may be granted leave of absence without pay as follows:
- No more than (4) employees at any one time.
 - At least two (2) weeks written notice is given to the Company. Exception: Union President or designate must provide three (3) working days written notice.
 - If it does not unduly interfere with the operations of the Company.

Extended Leaves: Employees who have been elected or appointed to attend Union business may be granted and extended leave of absence without pay as follows:

- No more than one employee at any one time
- At least one months written notice indicating the length of the leave
- Length of leave must be a minimum of six (6) months to a maximum of two (2) years
- Seniority will continue to accumulate
- Vacant position will be reassigned
- Upon return from the extended leave, the employee may displace a junior employee in his/her classification at their branch/location for which he/she is qualified and able

ARTICLE 7 – SENIORITY

- 7.01 **Understanding:** Customer service requires a flexible and effective workforce
- 7.02 **Definition:** Seniority shall be accumulative service within the bargaining unit from the employee's last date of hire.
- 7.03 **Application:** Seniority shall apply to layoff and recall.

Seniority shall apply within the following classifications:

Maintenance
Central Dispatch
Branch Drivers
City Employees

7.04 **Notification of Lay Off:** Notice of lay off shall be in compliance with the Federal Labour Code.

7.05 **Lay Off Procedures:** The employee at a branch/location doing a job, which will no longer be required at that branch/location may:

1. Take the lay off,
OR
2. Displace any junior employee in their current classification at their branch/location for which he/she is qualified and able,
OR
3. Displace the most junior employee in any other classification at their branch/location for which he/she is qualified and able.

The employee must select his/her option within forty eight (48) hours of the lay off notice.

The process continues until any employee is displaced or until an employee takes a lay off.

Notwithstanding the above employees in the Maintenance Classification may not bump out of their classification neither may other workers bump into the Maintenance Classification.

7.06 **Recall Procedures:** When it becomes necessary to increase the work force within a classification that a lay off occurred, the displaced employees of that classification shall be recalled in their classification in order of seniority provided they have the job qualifications.

7.07 If an employee for any reason changes his/her position and moves into a new classification, and/or branch, that employee carries his/her seniority with them.

7.08 **Seniority Lists:** Seniority lists shall be based on classifications. Seniority lists shall be revised and posted on the intranet every three (3) months by the Company. Any errors in the posted seniority list shall be brought to the attention of the Company by written notice from the Union. No penalty shall

be incurred by the Company due to any action taken on the basis of such inaccurate seniority listing, provided such action was taken prior to receipt of written notice from the Union that such listing was in error. The Company shall re-post corrected seniority lists upon receipt of written notice from the Union as to the errors.

7.09 **Loss of Seniority:** An employee's seniority shall cease:

- When the Company or the employee terminates employment.
- After a permanent lay off.
- If absent without approved leave in writing.
- If failure to report to work on recall from a temporary lay off within five (5) working days of being notified.
- If there is a permanent discontinuance of the operation.

7.10 **Accumulation of Seniority:** Any employee on a recognized leave of absence shall accumulate seniority rights during such absences for a period of up to one year and will not remit union dues.

Any employee on Workers' Compensation or sick leave shall continue to accumulate seniority and will not remit union dues.

An employee transferred and/or promoted to a permanent job outside the bargaining unit shall continue to accumulate seniority and remit union dues during the three-month period. In the event the transfer and/or promotion is for more than three (3) months, the employee shall lose all retained seniority.

An employee temporarily assigned to a job outside the bargaining unit for a period of up to one (1) year shall continue to accumulate seniority and remit union dues.

ARTICLE 8 - VACANCIES - JOB POSTING AND TRANSFER

8.01 **Job Posting:** Company determined full time vacancies shall be posted on the Company's Intranet. Coincidental with posting on the intranet, the Company will email to the Union President, Chief Shop Steward or designate with a copy of the posting.

Job Postings will include the following information:

1. Qualifications
2. Responsibilities
3. Hours and Days of work for all hourly positions

4. Trip description including order of departure and start time (where possible) for Highway Drivers
5. Closing Date

Vacancies shall be posted for a period of ten (10) days to permit employees at the branch to apply or the position posted.

Positions will be awarded to them most qualified person who has applied for the position. If two (2) qualified people, who are being considered, are relatively equal, the senior applicant will be accepted.

A vacancy created as a result of an employee successfully obtaining another position shall be filled at the discretion of the Company pursuant to Article 8.02.

An employee will be entitled to one successful posting within a six (6) month period.

- 8.02 **Transfer:** If an employee wishes to transfer to another classification, branch, or shift, he/she shall complete an "Employee Transfer" form and submit it to his/her supervisor. The supervisor will submit the form to Administration to be maintained in the employment bank for future job openings. Transfer forms submitted by employees will be reviewed prior to outside applicants.

Positions will be awarded to the most qualified person who has applied for the position. If two (2) qualified people two are being considered, are relatively equal, the senior applicant will be accepted.

An employee will be entitled to one successful transfer within a six (6) month period.

- 8.03 **Shift Change for Full Time Hourly Employees:** Shift changes will be considered a full time vacancy if the start time is changed by more than 2 hours for a period of two consecutive weeks and the Company would post the new shift.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 Grievance means any complaint or claim brought by the Company or by the Union or by an employee concerning discipline or discharge, or relating wages, hours of work and working conditions, relating to interpretation, application or alleged violation of this Agreement.

9.02 The parties encourage employees to bring any complaints to the attention of the employee's immediate supervisor for consideration, before a grievance is filed. If after bringing the matter to the immediate supervisor's attention, the employee is still not satisfied, a grievance may be filed.

9.03 All grievances shall be in writing.

9.04 All grievances shall be presented to the other party within the time limits specified.

If the grievor does not respond within the specified time limits, the grievance will be deemed to be dropped.

If the Company does not respond within the specified time limits, the grievance will be taken to the next step.

The time limits may be extended by the mutual consent of the two parties.

9.05 **Grievance Procedure – Step One**

The Shop Steward or designate, with or without the employee shall present the grievance in writing to the Branch Manager/Driver Supervisor/Maintenance Supervisor within five (5) working days (Monday to Friday) of the occurrence of the alleged violation or knowledge thereof. The Company shall respond to the grievance within five (5) working days of receiving the grievance.

Grievance Procedure – Step Two

Failing satisfactory settlement at Step One and within ten (10) working days of a response from Step One, the grievance will be heard at Step Two. The hearing will be held with all evidence presented. The griever and/or witnesses shall be present. The Company President or designate will respond with ten (10) working days of the grievance hearing.

9.06 **Arbitration**

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, within ten (10) calendar days after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) calendar days advise the other party of the name of its appointee to the Arbitration Board.

The appointees so selected shall within ten (10) calendar days of the appointment of the second of them, select a third member of the Arbitration board who shall be Chairperson.

If, after making reasonable efforts to select a Chairperson within the time herein set out, the parties responsible for the selection are unable to find a Chairperson able or willing to act, such time limit will be extended to the length of time required to obtain the service of a Chairperson.

If the parties are unable to find a Chairperson, either party may ask the Federal Minister of Labour to appoint an arbitrator.

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board.

ARTICLE 10 - MEETINGS

10.01 There will be a minimum of four (4) Union/Management meetings pre year between the Company and the Union Executive and the meetings will be held at least once every three (3) months.

10.02 The purpose of the meeting will be to discuss the administration of this Collective Agreement, and other items of concern.

10.03 The Union may have the assistance of the representative of the national union, or an authorized agent of the local union, present at any meeting with the Company.

The Union will furnish an updated written list to the Human Resources Department every three (3) months, giving the names and phone numbers of all Executive members of the Union, stewards and committee members.

Only those members, whose names have been given to the Company, shall be recognized by the Company.

10.04 The Company will furnish an updated written list to the Local Union President giving names and phone numbers of all managers relevant to the administration of the Collective Agreement.

ARTICLE 11 - JURY DUTY

11.01 Any regular full time employee who is required to perform jury duty and/or subpoenaed witness duty on a day on which they would have worked will be

release to serve. The employee will be reimbursed by the company for the difference between the pay received for said jury duty and the employee's regular salary for the said period of time.

In order to receive payment an employee must give his/her supervisor prior notice that he/she has been summoned for jury duty. Further he/she must furnish satisfactory evidence that he/she reported for and performed jury duty on the days for which he/she claims payment.

Jury and/or subpoenaed witness duty pay will not be granted if an employee is on leave of absence or when receiving benefits under group insurance or Workers' Compensation.

ARTICLE 12 - SAFETY, SANITATION AND HEALTH

12.01 The Company will endeavor at all times to provide the safety appliances in accordance with the current labour laws and sanitary conditions consistent with standard industrial practice.

Employees failing to use safety equipment supplied by the Company may be disciplined.

12.02 The Union agreed that it will cooperate with the Company to the fullest extent in the maintenance of safety appliance, sanitary and health conditions.

12.03 All Company highway tractors will be equipped with a first-aid kit. The security of the first-aid kit will be the responsibility of the driver. The contents will be a part of the pre-trip and post-trip inspection. A driver having occasion to use content of a kit must so indicate on his/her post-trip inspection, so replacement of content can be made.

12.04 All employees are expected to observe the company dress code and standards as per the Company's Employee Handbook.

12.05 All employees must attend at least two (2) safety meetings per year or complete two (2) online one (1) hour safety awareness and educational sessions. Employees will be paid their regular rate of pay for attending the safety meetings and will be paid one hour at regular rate of pay to complete the safety session and submit the safety review to Management.

There will be more than four (4) meetings scheduled per calendar year and more than four (4) online safety awareness and educational sessions.

Failure to attend or complete at least two (2) of the above will result in the loss of one bonus, except in extenuating circumstances.

12.06 Animals, firearms and illegal weapons are prohibited in company vehicles and on company property.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 The following days will be considered Statutory Holidays:

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

*One day paid holiday during the month of August subject to agreement as to the day by the Company.

13.02 If a recognized holiday should fall during an employee's vacation the employee shall receive an additional day of vacation.

13.03 Statutory holiday pay shall be the employee's regular day's pay and shall be paid subject to the following:

- a. Statutory holidays will be paid in accordance with this contract
- b. In order to qualify for the Statutory Holiday pay, the federal code and regulations will apply.
- c. Statutory holiday pay for highway drivers shall be fixed at \$220.00 per day on ratification date.

Statutory holiday pay for highway drivers shall be fixed at \$225.00 per day on February 01, 2014.

Statutory holiday pay for highway drivers shall be fixed at \$230.00 per day on February 01, 2015.

13.04 if part time employees work on a statutory holiday, they will receive straight time for the hours worked and scheduled hours off with pay.

If part time employees do not work on a statutory holiday, they will be paid a normal day's pay, unless the employee is called to work and does not come or books off.

ARTICLE 14 - VACATION

- 14.01
- a. Vacations cannot be taken until after twelve (12) months of employment.
 - b. Vacation days earned must be taken except in extenuating circumstances.
 - c. Vacation pay is calculated on a percentage of the employee's last gross earnings from the time the employee last received his/her vacation pay.
 - d. Years of service shall be calculated from the date the employee started to work for the Company. This shall be referred to as the anniversary date.

Rate Holiday Pay accumulated in percentage of annual income:

During 1 st , 2 nd , 3 rd year	4%
Starting 4 th , 5 th , 6 th , 7 th , 8 th , 9 th , 10 th year	6%
Starting 11 th year and every year after	8%

Holiday Entitlement in number of work days

Upon completion of 1 st and 2 nd year	10 working days
Upon completion of 3 rd to 9 th year	15 working days
Upon completion of 10 th year and every year after	20 working days

Employees, after 20 years of service, may complete a leave of absence form requesting an additional week of unpaid vacation. The request for the additional week may be booked when the employee books their vacation provided it meets the guidelines of Article 14 – Vacations.

- 14.02
- Planned vacations for all full time employees will be posted in places readily accessible to employees.

Employees shall submit written requests for vacation by March 31st of each year.

The Company will post the approved vacation schedule by April 30th of each year.

The Company agrees that full time employees will have an opportunity to take two weeks vacation during the period from June 1st until September 30th provided it does not unduly interfere with the operations of the Company.

- 14.03
- The following groups will be recognized when determining allocation of vacation. Within the groups, seniority shall apply.

- Dock Workers

- City Drivers/Yard Drivers
- Branch Drivers
- Open Dispatch Drivers
- Tractor Shop
- Trailer Shop
- Reefer Shop

14.04 Anyone with more than two (2) weeks vacation must take the additional week(s) of vacation during the months of October, November, December, January, February, March, April or May.

14.05 Employees will have the option of receiving their vacation pay once per year on a pay cheque of their choice upon confirmation that vacations have been booked.

ARTICLE 15 - BENEFITS

15.01 **Great West Life Insurance Pay:** When an employee is entitled to Great West Life Insurance pay, the Company will pay \$250.00 to help compensate for the seven (7) day waiting period the policy calls for.

15.02 The Company agrees to pay all Dentalcare and Heathcare premiums to a maximum of \$40.00 per month.

15.03 **Bereavement Leave:** All employees who have been with the Company continuously for three consecutive months are entitled to be paid for bereavement leave. Employees without the necessary continuous employment are entitled to leave without pay.

Members of the immediate family shall include: mother, father, daughter, son, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren, spouse, common-law spouse, children of second marriage, children of common-law spouse.

Upon being notified of a death in the immediate family:

- Three (3) days paid bereavement leave to be taken within seven (7) days of the death of an employee's spouse or child (including children of spouse or common law partner) and parents. If requested, the employee shall be granted the day off without pay to attend the funeral should the funeral not occur during the seven (7) days following the death.

- Three (3) days paid bereavement leave to be taken the day preceding the funeral/ceremony/memorial, the day of the funeral/ceremony/memorial and the day after the funeral/ceremony/memorial for the balance of the immediate family.

Pay for bereavement leave covers only scheduled working day.

The Company may require that an employee provide satisfactory proof of death in order to establish his/her rights to paid bereavement leave.

15.04 **Funeral Leave:** An employee shall be given at least one day without pay without pay to attend the funeral of a friend or relative not mentioned in Article 15.03, provided it does not unduly interfere with the operations of the Company.

15.05 **Protective Footwear:** All employees will wear protective footwear upon hire (i.e. steel toed boots) when handling freight, when working on equipment and in all work areas including receiving and shipping areas. After completion of three (3) months, the Company agrees to pay up to one-half (1/2) the price of the boots to a maximum of seventy-five (\$75.00) dollars per calendar year.

15.06 **Coveralls:** The Company shall supply maintenance personnel and yard drivers with coveralls at Company expense.

The Company agrees to pay one-half of the cost of a paid of coveralls to the maximum of \$50.00 per year for all other employees. If the employee terminates his/her employment prior to three (3) months, the cost incurred by the company to purchase the coveralls will be paid back to the Company.

15.07 Employees absent from work due to leave of absence, injury, or sickness shall make monthly payments to the Company for their group insurance premiums.

15.08 Employees on leave of absence, sick leave or Workers' Compensation, will not be entitled to benefits covered in the Collective Agreement. Benefits will only apply to employees who are actively employed. This includes tool allowance, protective footwear and company coveralls.

15.09 **Training:**

- a. Compliance Training – Attendance at compliance training (e.g. Dangerous Goods, Forklift) will be paid at the employee’s regular hourly rate of pay.
- b. Company requested training – Attendance at company requested training courses will be paid at the employee’s regular hourly rate of pay.
- c. Employee requested training – Attendance at courses requested by an employee is voluntary and not subject to any payment.
- d. Overlength (E2MV) training – Attendance E2MV training will be paid at \$12.00 per hour.

Drivers must have written approval prior to the course date.

- 15.10 **Pension:** The Company will administer a Pension Plan and contribute 1% of the employee’s annual gross earnings to the Pension Plan for all full time employees who have completed one year of continuous employment.

ARTICLE 16 – REST PERIODS and MEALS

- 16.01 Two (2) fifteen (15) minute rest periods shall be given daily to all employees at intervals near themed point of their start time and lunch break, and near the mid point of their lunch break and their regular shift end.
- 16.02 Employees are required to take a minimum thirty (30) minute unpaid lunch break as scheduled by management which shall be given within sixty (60) minutes of mid point of their shift.

Employees that have access to a time card clock at lunch breaks are required to record their lunch break when they punch out at the end of their shift.

Employees that do not have access to a time card clock at lunch breaks are required to record their lunch break when they punch out at the end of their shift.

If an employee can not take the 30 minute lunch break, he/she must contact his/her supervisor for prior approval.

ARTICLE 17 – HOURS OF WORK

- 17.01 The day observed by the Company shall be a twenty-four (24) hour period from 12:01 AM to midnight.
- 17.02 Except for seven (7) day continuous operations, the normal hours of work shall be eight (8) hours per day (40 hours per week). This defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. Maintenance, dockworkers, and city drivers shall receive overtime pay in the amount of time-and-one-half (1½) for hours worked in excess of eight (8) hours on any one day or forty (40) hours per week.
- 17.03 The Company will provide and maintain a sign-up sheet available to employees on which employees who are willing to perform extra prescheduled weekend work, and who are willing to work on statutory holiday and Family Day (excluding Maintenance Personnel), may so indicate. Based on its operational requirements, which cannot be unduly impacted, the Company will schedule employees to complete such extra prescheduled weekend work, according to the seniority of those listed on the sign-up sheet.

The settlement of any grievances filed, as a result of an alleged violation of this article shall not include monetary compensation for hours not actually worked.

- 17.04 Employees shall not work overtime unless authorized by supervisory personnel and within the hours of service regulations.

ARTICLE 18 - WAGE RATES

- 18.01 **City Drivers/Yard Drivers and Dockworkers:** Full time city drivers/yard drivers and dockworkers covered by this agreement shall be paid in accordance with the rate of wages set out below.

Full time city drivers/yard drivers and dockworkers shall progress to each next class after one (1) year of service in each class.

The Company shall not pay less than the Class One rate of pay.

CITY/YARD DRIVERS PAY SCALE

DOCKWORKERS PAY SCALE

Saskatchewan/Manitoba					Saskatchewan/Manitoba				
Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%	Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%
1	18.55	18.92	19.30	19.69	1	17.03	17.37	17.72	18.07
2	19.48	19.87	20.27	20.68	2	17.96	18.32	18.69	19.06
3	20.45	20.86	21.28	21.71	3	18.91	19.29	19.68	20.07
Alberta					Alberta				
Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%	Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%
1	20.04	20.44	20.85	21.27	1	17.92	18.28	18.65	19.02
2	21.03	21.45	21.88	22.32	2	18.91	19.29	19.68	20.07
3	22.07	22.51	22.96	23.42	3	20.12	20.52	20.93	21.35
Kelowna					Kelowna				
Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%	Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%
1	20.32	20.73	21.14	21.56	1	18.94	19.32	19.71	20.10
2	20.95	21.37	21.80	22.24	2	19.56	19.95	20.35	20.76
3	21.59	22.02	22.46	22.91	3	20.21	20.61	21.02	21.44
Vancouver/Toronto					Vancouver/Toronto				
Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%	Class	Feb1/12 2%	Ratific. 2%	Feb1/14 2%	Feb1/15 2%
1	21.01	21.43	21.86	22.30	1	19.58	19.97	20.37	20.78
2	21.70	22.13	22.57	23.02	2	20.26	20.67	21.08	21.50
3	22.35	22.80	23.26	23.73	3	20.90	21.32	21.75	22.19

Saskatchewan Peddle Run Drivers shall be paid Saskatchewan City Driver Class 1				
Class	Feb. 1/12 2%	Ratification 2%	Feb.1/14 2%	Feb.1/15 2%
1	18.55	18.92	19.30	19.69

18.02 **Maintenance:** Maintenance personnel covered by this agreement shall be paid in accordance with the rate of wages set out below.

The Company shall have the sole right to determine which mechanics qualify for class increases

Maintenance Pay Scale – Saskatchewan

	Feb 1/12 2%	Ratification 2%	Feb 1/14 2%	Feb 1/15 2%
Labour	13.17	13.43	13.70	13.97
			2%	2%
Class 1 Apprenticeship	16.52	18.00	18.36	18.73
Class 2 Apprenticeship	19.29	21.00	21.42	21.85
Class 3 Apprenticeship	22.02	24.00	24.48	24.97
Class 4 Apprenticeship	24.79	27.00	27.54	28.09
Journeyman	27.55	30.00	30.60	31.21
Class 1 Non-Apprenticeship	15.16	16.35	16.68	17.01
Class 2 Non-Apprenticeship	17.68	19.15	19.53	19.92
Class 3 Non-Apprenticeship	20.20	21.95	22.39	22.84
Class 4 Non-Apprenticeship	22.72	24.75	25.25	25.76
Class 5 Non-Apprenticeship	25.25	27.55	28.10	28.66

Maintenance Pay Scale – Manitoba

	Feb 1/12 2%	Ratification 2%	Feb 1/14 2%	Feb 1/15 2%
Class 1 Apprenticeship	16.52	17.40	17.75	18.11
Class 2 Apprenticeship	19.29	20.30	20.71	21.12
Class 3 Apprenticeship	22.02	23.20	23.66	24.13
Class 4 Apprenticeship	24.79	26.10	26.62	27.15
Journeyman	27.55	29.00	29.58	30.17

Class 1 Non-Apprenticeship	15.16	15.75	16.07	16.39
Class 2 Non-Apprenticeship	17.68	18.45	18.82	19.20
Class 3 Non-Apprenticeship	20.20	21.15	21.57	22.00
Class 4 Non-Apprenticeship	22.72	23.85	24.33	24.82
Class 5 Non-Apprenticeship	25.25	26.55	27.08	27.62

18.03 Part time Employees:

Definition: Part time employees are employees who work less than thirty (30) hours per week, except in extenuating circumstances.

Wages: Part time employees will be paid the Class 1 rate of pay based on the classification hired.

Part time employees transferring to a full time position shall receive not less than the Class 1 rate of pay.

Shift premiums to not apply to part time employees

Benefits: Part time employees are not entitled to any benefits, other than the boot allowance and those required by law.

Vacation accrual of four percent (4%) will be issued on each pay cheque.

Seniority: Part time employees will be listed on a separate seniority list.

For the sole purpose of determining seniority for postings, part time seniority will be calculated as follows:

$$\frac{\text{Number of weeks} \times 30 \text{ hours}}{2088 \text{ hours}} = \text{seniority year(s)}$$

Accumulated part time seniority is not transferable to a full time position.

Upon being awarded a full time posted position, the employee's seniority will be from the date he/she was awarded the full time position.

18.04 Seventy Five cent Premium: Premium of seventy five cents per hour will be paid to an employee who is formally appointed in writing to perform the duties of a supervisor excluding discipline and hiring. The premium will be paid for each hour he/she performs these duties.

ARTICLE 19 – INCENTIVE AND PERFORMANCE BONUS

19.01 **Description:** The incentive and performance bonus program pays an employee every four (4) months for his/her performance.

The program is not to be construed as part or operating in conjunction with the Company's Corrective Behaviour System.

19.02 **Eligibility:** With the exception of maintenance and part time employees, all employees who have completed three (3) months of services are eligible for bonuses.

19.03 **Amount of Payment:**

City Drivers/Yard Drivers	- 30 cents per hour for all hours worked
Dockworkers	- 30 cents per hour for all hours worked
Highway Drivers	- 1.5 cents per mile

19.04 **Method of Payment:** Earned bonuses are payable every four (4) months.

19.05 **Conditions of Payment**

- a. The Company has the sole right to determine if an employee receives a bonus.
- b. Bonuses or portions of bonuses will not be payable pursuant to rules specified within the Company's Employee Handbook.
- c. The Company has the right to deduct up to two (2) bonuses from an employee per incident.

ARTICLE 20 – SPECIAL PROVISIONS – MAINTENANCE

20.01 Mechanics being called to work overtime after any regular eight (8) hour period for which he/she has previously put in, will be guaranteed a minimum of three (3) hours work, provided the mechanic has been called in by authorized personnel, that being the dispatcher or manager.

20.02 **Insurance:** The Company will provide an "All Risk Tool Floater" with on premises coverage only, to cover the maintenance personnel's tools at the Company's designated locations.

20.03 The Company will pay \$40.00 a month tool allowance to mechanics in the repair shop providing the mechanic has tools valued over two thousand dollars (\$2000.00) This tool allowance will apply only after the mechanic has completed over ninety (90) days of service.

ARTICLE 21 – SHIFT PREMIUMS – FULL TIME HOURLY EMPLOYEES

21.01 A shift premium of sixty (60) cents per hour will be paid to all full time hourly employees scheduled to work evenings and midnight shifts (4:00 pm to 8:00 am). If the shifts overlap, the premium rate shall be based on the shift with the majority of fifty percent (50%) of the hours worked.

ARTICLE 22 – MILEAGE RATES

22.01 Road drivers shall be paid mileage rates in accordance with the following schedule.

Branch Drivers

5 & 6 Axle				
Province	Feb. 1/12	Ratification	Feb. 1/14	Feb. 1/15
	2%	1%	2%	2%
Manitoba	.4315	.4358	.4445	.4534
Saskatchewan	.4315	.4358	.4445	.4534
Alberta/NWT/Yukon	.4599	.4645	.4738	.4833
British Columbia	.4643	.4689	.4783	.4879
Ontario/Quebec	.4315	.4358	.4445	.4534
Vancouver	.4788	(1%) .4836	(1%) .4884	(1%) .4933

A Trains (plus 0.0100 on 5 & 6 axle)				
Province	Feb. 1/12	Ratification	Feb. 1/14	Feb. 1/15
Manitoba	.4415	.4458	.4545	.4634
Saskatchewan	.4415	.4458	.4545	.4634
Alberta/NWT/Yukon	.4699	.4745	.4838	.4933
British Columbia	.4743	.4789	.4883	.4979
Ontario/Quebec	.4415	.4458	.4545	.4634
Vancouver	.4888	.4936	.4984	.5033

B Trains/Rocky (plus 0.0200 on 5 & 6 axle)				
Province	Feb. 1/12	Ratification	Feb. 1/14	Feb. 1/15
Manitoba	.4515	.4558	.4645	.4734
Saskatchewan	.4515	.4558	.4645	.4734
Alberta/NWT/Yukon	.4799	.4845	.4938	.5033
British Columbia	.4843	.4889	.4983	.5079
Ontario/Quebec	.4515	.4558	.4645	.4734
Vancouver	.4988	.5036	.5084	.5133

Turnpike				
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Province	Feb. 1/12 2%	Ratification 4.85%	Feb. 1/14 2%	Feb. 1/15 2%
Manitoba	.5250	.5400	.5508	.5618
Saskatchewan	.5250	.5400	.5508	.5618
Alberta/NWT/Yukon	.5250	.5400	.5508	.5618
British Columbia	N/A	N/A	N/A	N/A
Ontario/Quebec	N/A	N/A	N/A	N/A
Vancouver	N/A	N/A	N/A	N/A

Central Dispatch

5 & 6 Axle				
	Feb. 1/12 2%	Ratification 1%	Feb. 1/14 2%	Feb. 1/15 2%
Single Cdn Miles	.4336	.4379	.4467	.4556
Single US Miles	.4542	.4579*	.4667*	.4756*
Double Cdn Miles	.5516	.5571	.5682	.5796
Double US Miles	.5722	.5771*	.5882*	.5996*
Trainer Cdn Miles	.3861	.3900	.3977	.4057
Trainer US Miles	.4005	.4040	.4117	.4197
Trainee Cdn Miles	.1655	.1671	.1705	.4556
Trainee US Miles	.1717	.1731	.1765	.1799

*US Rate = Canadian Rate + 2.0200

A Trains (plus 0.0100 on 5 & 6 Axle)				
	Feb. 1/12	Ratification	Feb. 1/14	Feb. 1/15
Single Cdn Miles	.4436	.4479	.4567	.4656
Single US Miles	.4642	.4679	.4767	.4856
Double Cdn Miles	.5616	.5671	.5782	.5896
Single US Miles	.5822	.5871	.5982	.6096
Trainer Cdn Miles	.3931	.3970	.4047	.4127
Trainer US Miles	.4075	.4110	.4187	.4267
Trainee Cdn Miles	.1685	.1701	.1735	.1769
Trainee US Miles	.1747	.1761	.1795	.1829

B Trains/Rocky (plus 0.0200 on 5 & 6 Axle)				
	Feb. 1/12	Ratification	Feb. 1/14	Feb. 1/15
Single Cdn Miles	.4536	.4579	.4667	.4756
Single US Miles	.4742	.4779	.4867	.4956
Double Cdn Miles	.5716	.5771	.5882	.5996
Single US Miles	.5922	.5971	.6082	.6196
Trainer Cdn Miles	.4001	.4040	.4117	.4197
Trainer US Miles	.4145	.4180	.4257	.4337
Trainee Cdn Miles	.1715	.1731	.1765	.1799
Trainee US Miles	.1777	.1791	.1825	.1859

Turnpike				
	Feb. 1/12	Ratification	Feb. 1/14	Feb. 1/15

	2%	1%	2%	2%
Single Cdn Miles	.5150	.5400	.5508	.5618
Single US Miles	.5356	.5600	.5712	.5826
Double Cdn Miles	.6018	.6150	.6273	.6398
Single US Miles	.6018	.6150	.6273	.6398

- Cents per mile to be split 50/50 between two drivers.
- The trainer/trainee formula is a 70/30% split.
- Delivery of ocean going containers to specified ports - \$30.00 (split for double teams)
- US rates are included in the above charts
- These rates include border crossings

22.02 Drivers shall sign on as “Super Single Team” voluntarily

Super Single team is defined as any team that does not have the ability to drive at least 1000 miles per day.

All Super Single Teams will be paid the single driver rates and other entitlements including meals and accommodations.

The Company shall notify the Union of any drivers working as a “Super Single Team”.

22.03 Routes and mileages paid will be based on Intelliroute.

ARTICLE 23 – EXTRA CHARGES

23.01 Highway drivers will receive \$6.00 for legalizing a load. This weight must be confirmed by weigh tickets or initiated by their supervisor. New and old weights must appear on their trip sheets when the weights are available.

23.02 When loading or unloading single stops the following charges apply:

- 5 and 6 axle semi trainer unit \$20.00
- A & B train units \$25.00
- Rocky Mountain doubles \$25.00
- Turnpike double \$25.00

When highway drivers are required to re-load empty pallets after unloading at a customers’ premises the following rules will apply

- Where an equal or lesser number of empty pallets are to be reloaded than were delivered with freight, no additional charge shall apply.
- Where more empty pallets are to be re-loaded than delivered with freight, an extra charge of twenty (\$20.00) dollars will apply. A copy of the pallet bill of lading must accompany the trip sheets in order for such payment to be issued.

23.03 When unloading or loading multiple stops the following charges will apply:

- 5 and 6 axle semi trailer units \$20.00 for 1st stop plus \$9.00 for each additional stop
- A & B train units \$25.00 for 1st stop plus \$9.00 for each additional stop
- Rocky Mountain doubles \$25.00 for 1st stop plus \$9.00 for each additional stop
- Turnpike doubles \$25.00 for 1st stop plus \$0.00 for each additional stop

23.04 Highway drivers making a delivery or pick up at an established Branch / Agent not exceeding 1500 pounds will receive \$10.00 for the delivery or pick up.

23.05 Peddle run will be paid overtime after 10 hours per day.

23.06 Highway drivers will be paid \$7.50 per spotting or picking up trailers of the spotting and pick up are in different locations and it is not done at the branch / agent.

23.07 Highway drivers will be paid \$2.50 per trailer hook up. This does not apply to hourly paid runs and this does not apply when a driver makes a pick up and receives \$7.50 for the pick up.

23.08 Highway drivers will be paid \$2.50 per convertor hook up or drop. This only applies when a driver has to be diverted from his assigned dispatch to pick up or drop a convertor for the purpose of equipment relocation.

This does not apply:

- to hourly paid runs
- when a driver receives any other pick up or drop payments at the site of the pick up or drop
-

23.09 Highway drivers hooking or unhooking an over-length vehicle will receive \$8.50. This charge must be initialed by the supervisor on his/her trip sheet. This charge does not apply to hourly paid runs.

23.10 All charges submitted by drivers must be signed for or okayed by Branch Managers or Dispatchers.

ARTICLE 24 – SPECIAL PROVISIONS

24.01 The Company's maximum speed limit shall be 100 kilometres per hour (kph) or as controlled by law and regulations, whichever is less. The 100 kph will be strictly enforced.

24.02 When a driver accepts his/her dispatch instructions, he/she:

- Accepts the responsibility to pick up and deliver the load at the specific time
- Accepts the responsibility for the load he/she is hauling (i.e. recording of reefer settings on temperature controlled loads, load shifting, etc.)
- Agrees to perform pre-trip inspections, enroute inspections and post-trip inspections (DOT inspections) and to complete the paperwork
- Agrees to fuel the reefer and/or diesel heater as required and upon arrival at destination
- Agrees to comply with the Green Miles Program. Significant changes to the program will be discussed with the Union.
- Accepts the responsibility to legalize the load.
- Accepts the responsibility to have correct placards on the trailer and correct dangerous goods documents

When a driver is on duty, the driver must contact their dispatcher a minimum of once per day via satellite. If the tractor is not equipped with a satellite, the driver is required to call the dispatcher. The time frame for call-ins shall be established by their supervisor.

24.03 Drivers must complete and maintain proper records pursuant to rules specified in the Company's Employee Handbook.

24.04 Highway and city drivers must provide at their cost a medical as per their province of residence.

24.05 The installation and use by the driver of CB radios, radios, inverters and other accessories in Company tractors is subject to the following:

- (a) The installation must meet Company requirements as to location and hook up, and any required restoration of mounting location after removal of the equipment/accessories. Cost for the installation, maintenance and removal will be the responsibility of the driver.

(b) CB radios are to be operated in accordance with government regulations, and with no negative impact on the Company, its management, the customer, and the public at large.

(c) No modifications of any kind to Company equipment without written approval from the Maintenance Call centre.

Violations of the foregoing will serve as cause for removal of all equipment/accessories, and discipline or termination of the driver.

Due to allocation or assignment of tractors for various operational reasons, drivers may not necessarily be dispatched on the tractor in which their equipment/accessories have been installed.

24.06 All employees loading, unloading and/or checking freight shall ensure stowing, checking and counting is carried out in a proper and accurate manner before signing the shipping bill/manifest/ In the event the employee is unable to do so for some reason the employee must so indicate on the bill before signing it.

24.07 Highway drivers working by the hour shall be paid the Saskatchewan/Manitoba Class 1 City Driver rate of pay, overtime to apply after ten (10) hours per day.

24.08 If an employee is required to retain a Class 1A license to qualify for his/her job or to do his/her job, and he/she loses his/her Class 1A license, he/she may be subject to termination.

24.09 All out of route miles will be adjusted from the driver's trip sheet, a bonus(s) will be deducted to recover the costs incurred by the Company and discipline and/or dismissal of the employee.

24.10 Specialized freight handling equipment shall be provided to drivers where the Company determines that such equipment is required.

24.11 Any driver who is called and has begun his/her shift and his/her shift is less than 100 miles, he/she shall be paid at the hourly paid to line haul, with a minimum of three (3) hours.

24.12 Company vehicles are not to be taken home.

24.13 Accidents, fine and all carrier profile violations (i.e. speeding tickets, overweight, etc.) must be reported within one (1) working day to your supervisor or acting supervisor. Failure to do so may result in discipline or discharge.

24.14 Failure to comply with Company rules, regulations and procedures as outline in the Employee Handbook may result in discipline and/or dismissal.

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This agreement shall be for the period from and including February 1, 2013 and including January 31, 2016 and thereafter from year to year, but either party may within four (4) months prior to the expiry date of the said agreement, give notice, in writing, to the other party of said agreement to terminate the said agreement or to negotiate a revision thereof.

Signed on behalf o Kindersley Transport Ltd.

D. Siemens, President (signed)

B. Cuthbert, Vice President of Human Resources (signed)

K. Price, Vice President of Fleet Services (signed)

T. Siemens, General Manager (signed)

Signed on behald of the Communications, Energy and Paperworkers Unon:

B. Stevens, President (signed)

P. Richard, Chief Shop Steward (signed)

G. Carnegie, Negotiation Committee (signed)

A. Chapman, Negotiation Committee (signed)

(Signed by Steve Kerrigan)

LETTER OF UNDERSTANDING

RE: DRIVER TRAINING PROGRAM

It is agreed between the parties that the Company will operate a Driver Training Program during the term of this Agreement to respond to the ongoing shortage of skilled highway drivers in the industry.

The Program will function in a manner supplementary to this collective agreement with details to be determined by the Company after consultation with the Union.

The Company reserves the right to discontinue the program.

LETTER OF UNDERSTANDING

RE: WAITING TIME

Overview

The parties acknowledge that waiting time is a complex and difficult issue within the transportation industry. Waiting time falls into several categories:

- Situation that neither the driver nor the Company have any control over
- Late loads leaving branches
- Mechanical or other related issues with equipment
- Accidents
- Border delays
- Delays caused by customers
- Delays caused by the driver
- Delays caused by management problems

Each category requires a different solution, a different entitlement for drivers, and all require collaboration to resolve.

Waiting time is recognized as follows:

A. Waiting Time at Customers – Open Dispatch Drivers

When total time (loading, unloading or waiting) exceeds 3 hours at the customer location due to the customer being unable to load or unload at the Company scheduled time, an hourly rate (\$12.00 per hour) will be paid to a maximum of 8 hours per 24 hour period. The wait time will be payable in 15 minute increments. The hourly rate will only be paid after 3 hours if:

1. the driver arrived at the customer location and was available to load or unload at the scheduled time
2. the driver was available and able to participate in the loading or unloading process as per customer requirements
3. the delay in loading or unloading is not caused by any action of the driver

Waiting time will not be paid under the following conditions:

1. the customer competes loading and unloading within 3 hours of scheduled appointment time
2. the driver shows up late for the appointment
3. the driver fails to follow all Company operational and administrative procedures/processes

B. Layover – Open Dispatch Drivers

It is the responsibility of the Open dispatch driver to notify dispatch via satellite when available for dispatch.

Open Dispatch driver, when available for dispatch, will be paid sixty (\$60.00) dollars after 24 hours without a dispatch.

Double Team drivers, when available for dispatch, will be paid sixty (\$60.00) dollars split after 24 hours without a dispatch.

Layover pay is not payable if the driver is at “home” or refuses a dispatch.

C. Branch/Switches

Drivers claiming wait time must complete in detail a Waiting Time Claim form provided by the Company. The form must be submitted to management within 24 hours of the claim.

An hourly rate of \$12.00 will be paid to a maximum of 13 hours per 24 hour period.

Branch drivers who are delayed from their scheduled departure time or switch or destination branch will be paid wait time after 1 hour of scheduled departure time or switch. Wait time will be payable in 15 minute increments.

False claims will result in discipline up to and including termination of employment. An employee causing a delay may be disciplined and have their bonus deducted as it is a financial loss to the Company.

Wait time will not be payable if acts of god or where the driver is responsible for his/her delay.

Wait time is limited to the number of hours available in the log book.

To correct or reduce waiting time, the Company may assign alternate equipment. Once the driver takes control of the equipment, waiting time ceases.

D. Breakdown

- A. In the event of an equipment breakdown or tire repair and the driver is delayed, twelve dollars per hour (\$12.00) will be paid for the first eight (8) hours of the breakdown and the following sixteen (16) hours will not be paid. This cycle continues until the breakdown has been remedied. Company will pay for hotel accommodations and meals as outlined in the Employee Handbook and authorized by a supervisor.
- B. If a major breakdown of equipment occurs at the employee's home branch after being dispatched and that employee is delayed from the leaving the branch at their departure time, the following rules will apply:
- If the delay will be greater than three (3) hours from the departure time, the Company will have the option of sending the employee home until the repairs are completed and pay the employee for three (3) hours time at their regular rate.
 - If the employee remains or is required to remain at the branch, there will be no payment for the first hour and a payment of twelve dollars (\$12.00) for each hour or portion thereof to a maximum of eight (8) hours paid.

The employees agree that they will advise the Company immediately upon discovery of any problem with their vehicle in order that the vehicle may be repaired as quickly as possible.

Drivers claiming breakdown time or tire repair must fully complete and submit:

- a satellite macro provided by the Company as soon as the breakdown or tire repair is required
- a Breakdown Claim form provided by the Company within 7 calendar days

- a trip sheet initialed by the supervisor showing the breakdown or tire repair claim

Drivers claiming breakdown time or tire repair and have hours available, must log any paid hours and be under active dispatch.

Expiry Date

This Letter of Understanding will be deemed to have no application beyond the date of the expiration of the collective agreement.

LETTER OF UNDERSTANDING

RE: HOURS OF WORK

The Union agreed to meet with the Company after the contract was settled to discuss the plans for implementation of 4 days 10 hours AND then voted on by the members that would be affected by it.

LETTER OF UNDERSTANDING

RE: PAY STRUCTURE FOR CITY PICK UP AND DELIVERY DRIVERS

Overview

The Company and the Union agree to work together to develop a new pay structure for city pick up and delivery drivers.

Objectives

The new pay structure will provide

- increased earning potential for the drivers
- ownership to the employees
- the opportunity for customer growth and expansion

Outline

The new pay structure will be based on pay by accessories and weight such as:

- pounds per man hour
- hourly rate
- mileage
- tailgate charges
- cube
- etc.

The new pay structure will have a threshold to ensure that drivers do not have a reduction in their hourly wage.

Process

The Company will:

- create a program
- meet with the Union to explain the program
- test the program with the Union and current drivers in various branches
- gather the test results and analyze the program to meet the objectives
- modify the program if required
- present the findings and finalized program to the Union
- implement the program after agreement with the Union

Implementation

The new pay structure will be phased in:

1. New hires – all new hires will be paid by the new pay structure upon agreement with the Union.
2. Current drivers – the Company and Union will offer a one time opportunity for the current drivers to select payment by either the new pay structure or the current pay structure (hourly rate).

Note: Through voluntary change or attrition this will become the new pay structure for city pick up and delivery drivers.

LETTER OF UNDERSTANDING

RE: ARTICLE 17.02 – HOURS OF WORK

The normal hours of work for the Trailer Shop afternoon shift shall be the (10) hours per day (40 hours per week). This defines the normal hours of work and shall not be construed as a guarantee of hours per day or per week. Maintenance employees covered by this Letter of Understanding shall receive overtime pay in the amount of time-and-one-half (1½) for hours worked in excess of ten (10) hours on any one day or forty (40) hours per week.

This Letter of Understanding can be cancelled by either party with thirty (30) days written notice by either party.

Agreed to on this 30 day of September, 2005.

For the Company

(signed)
Brenda Cuthbert
Corporate Director of Human Resources

(signed)
Ken Price
Corporate Director of Fleet Services

For the Union

(signed)
Kevin McLeod
President

(signed)
Blaine Stevens
Vice President

**MEMORANDUM OF AGREEMENT
CANADA LABOUR CODE SECTION 35**

**IN THE MATTER OF THE
CANADA LABOUR CODE (Part 1 – INDUSTRIAL RELATIONS)
AND AN APPLICATION FILED PURSUANT TO SECTION 35
THEREOF**

BETWEEN:

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA**

UNION

AND:

KINDERSLEY TRANSPORT LTD.

EMPLOYER

MEMORANDUM OF SETTLEMENT

The parties agree to resolve this matter on the following basis:

1. Nothing in this agreement affects Kindersley Transport Ltd.'s existing rights to use leased operators and other non-associated contractors.

2. Kindersley Transport Ltd. Non-union employees will be instructed to ensure that loads are assigned based on the Company's past practice and the requirement to service the customers.
3. The Union President or his designate and Management will meet on a required basis to deal with the following:
 - a) Problems that have arisen with regard to the dispatch of drivers caused by Edge Transportation Service Ltd. To deal with these problems, the driver will completely document the situation on the specified form within 5 working days of the incident and forward it to the Union President.
 - b) New contracts and possible problems with obtaining and maintaining the contracts. The Union Executive recognizes and understands that all information on contracts will be confidential.
 - c) General issues in work assignment.
4. Management and the Union Executive agree to follow the procedures until the expiry of the next signed Collective Agreement unless extended further.

The Canada Labour Relations Board case will be dropped and no same or similar application may be filed regarding Edge Transportation Services Ltd. until the above process ends.

Any alleged violations of this Agreement will be subject to the grievance procedure of the Collective Agreement.

In witness whereof the parties hereto have hereunto affixed their corporate seals attested to by the hands of the proper signing officer, this 6th day of August, 1998.

(signed)
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

(signed by Brenda Cuthbert)
KINDERSLEY TRANSPORT LTD.

IN THE MATTER OF GRIEVANCE 01-107

BETWEEN

COMMUNICATIONS ENERGY AND PAPERWORKERS UNION, LOCAL 605

And

KINDERSLEY TRANSPORT LTD

SETTLEMENT AGREEMENT

The Parties have agreed to resolve the above noted grievance on the following terms:

1. The agreement is without prejudice to either parties position on the merits of the grievance and the terms herein shall be in place for one year at which time either party is free to cancel this agreement and refer the grievance to hearing.
2. The parties agree that subject to the terms of this agreement, employees shall have the right to union representation during meetings at which discipline is to be imposed. If a meeting is not intended to be disciplinary and during the course of that meeting, it becomes clear discipline is to be imposed, the employee shall be so advised and shall at that point have the rights under this agreement.
3. The right to have a union representative present under the terms of this agreement shall only arise when the employee specifically requests it. The

Employer has no responsibility to advise an employee of the right to have a representative.

4. Subject to the terms below, upon request for a representative, the Employer will postpone the imposition of discipline to allow a Union Steward or other union representative to be present.

5. Except in the case of dismissals, the Union shall have 24 hours to make a union Representative available and if it cannot make one available with that time frame, the employer may proceed with the discipline and the Employee may choose to have a co-worker present as a witness.

6. In the case of verbal warnings only if a Union representative is not available at the time the warning is to be given, the employee may choose to have a co-worker present as a witness during the disciplinary meeting.

7. In the case of written warnings for open dispatch employees who are scheduled to be dispatched before the expiry of the 24 hour period and no union representative is available before the dispatch, the employer may proceed to impose the discipline and the employee has the choice of having a co-worker present to act as a witness.

8. In the case of supervisions, if a union representative is not immediately available, the employer may "suspend pending" the meeting without pay until the meeting where the suspension is to be imposed.

9. In cases of dismissals, the provisions of the Corrective Behaviour System of the Policy Manual shall apply. Both parties are committed to ensuring that a union representative is present during dismissals.

10. In all cases where an employee requests the presence of a shop steward or union representative under this agreement, the employee will be responsible to attend the meeting when the union representative is available even if it is a scheduled day off.

11. The parties agree that this agreement does not apply to probationary employees.

Signed by: (Blaine Stevens) President Local 605 September 22/08
(Brenda Cuthbert) September 22/08

DISPATCH INCIDENT REPORT

Date of Incident: _____

1. Describe the incident in Detail: (Location, Tractor Number, Trailer Number, Product, Dispatcher involved. Other Drivers/Employees Involved, etc.)

2. How were you affected by this incident?

- Loss of Wages \$ _____
- Loss of Miles _____
- Other _____

3. Did your Dispatcher explain the situation to you?

- Yes _____ Explanation given was _____

4. No _____ Explanation was not given because _____

Driver's Signature

Date

THIS FORM MUST BE THOROLY COMPLETED IN ORDER FOR THE COMPANY TO INVESTIGATE THIS INCIDENT. MANAGEMENT WILL NOT REVIEW INCOMPLETE FORMS

OFFICE USE ONLY	
Date Received by Management: _____	Received by: _____
Follow up:	

_____ Management Signature	_____ Date
Reviewed with: _____ on _____	_____
Union Executive	Date
Is further follow up required? Yes _____ No _____	
Union Signature: _____	Incident Number: _____