

# COLLECTIVE AGREEMENT

between

**CASCADE CARRIERS L.P.**  
(Hereinafter referred to as “the Company”)



and

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA) Local 4050**  
(Hereinafter referred to as “the Union”)

**REPRESENTING DRIVERS OF THE  
COMPANY**



**April 1, 2011 to March 31, 2014**

**CAW Local 4050**

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## **ARTICLE 1 – PURPOSE**

- 1.1 It is the intent and the purpose of the parties hereto that this Agreement will promote and improve harmonious labour relations and constructive discussions for improved working conditions and operations between the Company and the drivers covered by the terms of this Agreement and set forth herein the Agreement covering the rates of pay, hours of work, and working conditions.

## **ARTICLE 2 – UNION RECOGNITION**

- 2.1 The Company recognizes the Union to be the exclusive bargaining agent of all the drivers of the Company.

The Company further agrees that the term “Company Owned” does include trucks or tractors leased or rented by the Company without drivers from affiliated companies, equipment suppliers or leasing companies.

- 2.2 The Union, as well as the members thereof, agree at all times to the extent that it may be within their power to further the interests of the trucking industry and of the Company.
- 2.3 The Company recognizes the Union Bargaining Committee of up to four (4) drivers for negotiation of any new revised Agreement and who may be accompanied by a duly authorized Representative(s) of the Union.
- 2.4 It is mutually agreed that there shall be no strike, stoppage of work, slowdown, lockout or other similar impediment, whether sympathetic or otherwise,

during the term this Agreement shall be in force. It shall not be a violation of this Agreement or cause for discipline of any driver in the performance of their duties to refuse to cross a picket line recognized by the Union.

- 2.5 The Company will provide bulletin boards at its branches on which to post Company rules and regulations and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union. Where necessary, additional bulletin boards may be provided for the Union's use. The Union will be provided indirect and timely access to the drivers' mail slots, or equivalent, for the distribution of Union information to the drivers.
- 2.6 The Company agrees to notify the Union at its business office in the event the Company becomes involved in any controversy with any other Union affecting the jurisdiction of the Union.
- 2.7 Authorized agents of the Union will, upon prior notification to the Company, be granted access to the Company's establishments during working hours for the purpose of investigating conditions related to the Union Agreement, but shall in no way interrupt the Company's working schedule.
- 2.8 A) The Union agrees that due regard shall be given to the Company's operating problems and schedules in the matter of scheduling Union conferences and conventions.
- B) Employees elected/appointed as Union Shop Stewards shall be exempt from all weekend call roster/safety meetings when attending Union business, conventions or general Local meetings. The Union

will provide to the Company reasonable notice in writing when such Leave of Absence is required.

- 2.9 All drivers covered by the Agreement shall, within the twenty-one (21) days initial training period, as a condition of employment, have deducted out of wages due an initiation fee and dues, and remain in good standing as determined by the Union. The Union dues and initiation fees so deducted shall be remitted by the Company to the designated official of the Union thereof within thirty (30) days after their deduction, together with a list of names of the drivers from whom deductions were made and amounts so deducted.

The parties agree that the Company shall be responsible to report all dues deductions on employees T4 slips each year.

- 2.10 The Company agrees to reproduce the completed contract and to supply each driver and new hires with a copy.
- 2.11 The Union shall appoint or elect Shop Steward(s) and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Steward(s) and shall not discriminate against them for lawful Union activity.
- 2.12 A Steward's duties will in no way conflict with their responsibility for the same quantity of work as other drivers. The duties of the Steward(s) will be arranged by the Branch at times when no loss of pay will result. Suspension or termination of a Steward by the Company will be reported to the Union forthwith.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the right of the Company, its successors and assigns to continue to exercise the functions of management.
- 3.2 The Union recognizes the Company's right to sell, transfer, assign, lease or contract with respect to the disposition by the Company of any of its equipment or operations provided that such sales, transfers or contracts are not attempted for the purpose of evading this Agreement.
- 3.3 The Company covenants that it has no intention of transferring all or any part of any equipment or operation to any third party during the term of this Agreement which results in any third party providing services or equipment which would replace services or equipment provided or operated by drivers subject to this Agreement, and that the term "third party" shall mean and include all Company affiliates, lessees, owner-drivers, etc.
- 3.4 It is further agreed that no Company-owned trucks or tractors shall be operated by any drivers or persons not subject to the terms of this Agreement unless drivers subject to this Agreement are not available.
- 3.5 When driving Company-owned trucks or tractor equipment, all employees classified as drivers shall be subject to applicable terms and conditions of this Agreement. The Company agrees that drivers subject to this Agreement shall be given preference over any other drivers. Neither the Company, nor the Union, nor any driver shall make any written or verbal individual agreement relating to matters of Labour Relations.



- 3.6 No driver shall be required to lease or buy major equipment as a condition of employment.
- 3.7 The Union recognizes the right of the Company to, from time to time, make, alter and enforce rules and regulations governing general Company Policies and Procedures to be observed by drivers, which rules and regulations shall be published and made available to drivers and shall not be inconsistent with the provisions of the Agreement. The Company shall provide the Union with copies of any such rules and regulations.

A copy of the current Driver's Manual is to be supplied to each employee and to the Union.

Any changes/amendments to the Drivers' Manual are to be conveyed to the Union in writing within thirty (30) days of their effective date.

## **ARTICLE 4 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 4.1 The grievance procedure shall apply to matters covered by this Agreement or any other Agreement that may be mutually agreed upon by the Company and Union from time to time.
- 4.2 During the probationary period the Company will have the sole right to retain or release an employee from Company service. With this exception, the employee has access to the grievance procedure, related to the terms and conditions of the Agreement.
- 4.3 Should any difference arise between the Company and any employee concerning the interpretation, application, operation or violation of this Agreement,

the parties to the Agreement shall settle the matter as hereinafter provided:

Step 1 The person involved, with the Shop Steward or designate, within seven (7) days of the knowledge of the incident giving rise to the complaint, shall take the matter up in writing with the immediate Supervisor and endeavour to settle the difference. The immediate supervisor shall respond in writing within seven (7) calendar days of the grievance.

Step 2 If the question is not satisfactorily settled within ten (10) days following completion of Step 1, the Union will take the question up with Management and same will be reduced to writing. Management will give a written decision within fourteen (14) days.

Step 3 In the event of disagreement after compliance with the aforementioned clauses, the grievance shall be reduced to writing and referred to a one-person Arbitrator; the Department of Labour will be asked to name one. The Arbitrator will meet jointly with both parties as quickly as possible to hear the dispute; each party may make both written and oral presentation. The decision of the Arbitrator will be final and binding on both parties. If the Union fails to notify the Company within thirty (30) days of completion of Step 2 above of the Union's intention to proceed to Arbitration, the grievance is considered dropped.

- 4.4 Each party will bear their own costs of arbitration and equally share costs of the Arbitrator.
- 4.5 Whenever possible, all grievances will be dealt with during regular working hours without loss of earnings.

4.6 No employee (except an employee during their three [3] month probationary period) shall be dismissed without first having a fair and impartial hearing by the supervising officer. The Union and the employee shall both receive forty-eight (48) hours notice of the hearing and the reason therefore. In emergency cases in which Company officials believe that the safety of the public is endangered, the employee may be held out of service prior to the hearing.

The Union shall be provided with a copy of the employee's personnel file at the time notice of the hearing is given, except where denied, in writing, by the employee. If, at completion of the hearing, it is still the Company's intention to terminate the employee, the Union may bypass Step 1 and file a grievance at Step 2.

4.7 Except to the extent reasonably necessary for the good conduct of business, no employee is to be reprimanded in the presence of other employees.

4.8 All discipline older than twenty-four (24) months will be removed from the employee's file and will not be considered in the determination of any other discipline being assessed.

4.9 A reprimand must be issued within seven (7) days of the time that the incident giving rise to reprimand comes to the attention of the Company or shall be deemed null and void. No employee shall be disciplined or required to attend any potential disciplinary meetings without a Shop Steward or Union Representative in attendance unless they refuse the use of such Steward or Representative after being notified of this right. An employee shall not be required to sign a reprimand, but if the employee decides to do

so it shall not be interpreted as agreement on the discipline assessed. The Union shall be copied on all reprimands issued.

4.10 **Policy/Group Grievance:**

When the grievance has a general application or will affect more than one (1) employee, Step 1 of the grievance procedure shall be by-passed and the grievance shall be submitted in writing by one party to the other at Step 2.

The Company and Union representatives shall meet within ten (10) days of the receipt of the grievance. The party receiving the grievance shall reply to the grievance in writing within ten (10) days of the meeting. If it is not settled at this stage, the grievance may be advanced by either party to arbitration.

4.11 The Company agrees that no employee shall be disciplined except for just and reasonable cause.

4.12 On reasonable request, any employee will be entitled to look at their own personnel record held by the Company.

## **ARTICLE 5 – SENIORITY**

5.1 The following types of seniority shall be recognized:

A) “Company Seniority” is the total number of continuous months a driver has been on the Company payroll.

B) “Branch Seniority” is the total number of continuous months a driver has been on the Company payroll at any individual Branch. Branch seniority is lost upon transfer to another Branch.

- 5.2 Seniority shall be established from the date that an employee attains a full-time position. Part-time and/or probationary employees will not establish seniority (except amongst themselves) until attaining a full-time position, at which time the employee's seniority date will be the first day of work as a full-time employee.
- 5.3 Promotions or reductions of staff, including lay-off and recall, shall be governed by seniority providing in all cases the employee is qualified to perform the work required.
- 5.4 Separate seniority groups will apply at each Company Branch, i.e. Edmonton, Calgary.
- 5.5 Employees desirous of transferring from one Branch to another will make written request and be given first opportunity on the next vacancy provided that the employee is qualified. The employee will commence their Branch Seniority again, but retain their Company service date for the purpose of vacation entitlement and General Holidays entitlement.
- 5.6 Seniority lists will be posted on the bulletin board quarterly at each Branch showing the name of the employee and seniority date. A copy of the seniority list will be given to the Branch Chief Steward and the Union office. Verifiable errors shall be corrected by the agreement of the Company and the Union.
- 5.7 Vacant units that are to be continued in the active fleet will be posted within fourteen (14) calendar days for bid for a period of five (5) calendar days, exclusive of Saturday/Sunday. Bids shall also be posted on satellite if units are so equipped. The unit will be assigned to the most senior applicant provided the applicant is qualified.

When a bid owner of a sleeper team bids off, the sleeper team partner, providing the sleeper team partner has been on the same truck for not less than six (6) consecutive months, becomes the bid owner of the truck without need to place for bid.

Where a driver loses their assigned unit through no fault of their own, the driver shall have the option to bump the most junior driver holding an assigned unit. The displaced junior driver shall remain on the rotation board without an assigned unit. If the senior driver does not option to bump, the senior driver shall remain on the rotation board without an assigned unit. The senior driver may also bid on any unit posted for bid until such time as the driver is a successful bidder. At that point the existing bidding rules shall apply except that if the driver's original unit is returned to service, the driver will then have the option of reverting to this original unit at that time.

In the event that no driver applies for a unit posted for bid, the Company may assign the junior qualified driver to that unit who does not hold a unit for bid.

- 5.8 Where the employee's seniority is the same with the Company, related to the takeover of the previous Company, the names of those employees will be placed on the bottom of the seniority list in the same order of service they held with their former Company.
- 5.9 On termination or resignation, all seniority rights are forfeited. An employee absent from work for any legitimate reason recognized by the Company or by this Collective Agreement will have their seniority protected and, upon return, will return to their former allocated unit, provided the employee has the necessary qualifications or expresses interest to achieve the

necessary qualifications required for their allocated unit.

5.10 Employees who accept positions with the Company that are not covered by the scope of this Agreement will:

A) Have their seniority maintained for a sixty (60) day period. If they have not returned to work on a position covered by the scope of this Agreement within the sixty day (60) period, they shall forfeit all seniority rights and their name will be removed from the seniority list.

B) An employee may return as a spare board driver until such time as there is a tractor vacant that their seniority and qualifications will entitle them to. Upon return to the bargaining unit, the employee must remain for a minimum of thirty (30) days; failure to do so will result in the employee forfeiting their seniority and the employee's name will be removed from the seniority list.

5.11 On a temporary basis only, laid-off full-time employees may, by seniority and at the Company's request, work in another Branch utilizing their allocated unit when necessary. Employees shall be recalled to their home Branch when work is available.

## **ARTICLE 6 – PROBATIONARY EMPLOYEES**

6.1 All newly hired drivers shall be considered as probationary up to the first ninety (90) calendar days of employment. The probationary period may be extended by a further thirty (30) calendar days for new employees that have no previous driving experience.

- 6.2 The Chief Steward or designate shall be allowed one half hour (.5) paid time alone with all newly hired employees within their first twenty (20) days of employment at a mutually agreed to time.
- 6.3 A regular driver shall be one who has completed an initial training period and the probationary period.
- 6.4 A part-time driver is a driver used on a temporary or casual basis. Regular drivers will be given priority rights to all work. Part-time or probationary drivers shall be allowed work only after the regular driver list has been exhausted.
- 6.5 There shall be no responsibility on the part of the Company and the Union respecting employment of probationary drivers should they be laid off for lack of work or discharged for just cause during the probationary period.

## **ARTICLE 7 – LEAVE OF ABSENCE**

- 7.1 All employees desiring a Leave of Absence for reasons other than illness or injury for longer than fourteen (14) days must obtain written permission from the Company in order to maintain their seniority, with a copy to the Union.
- 7.2 Subject only to the requirements of the Company's operation, two (2) employees from each Branch or division shall be granted leave of absence without pay to attend Union meetings and conventions.
- 7.3 Leave of absence will be available to drivers to work elsewhere when work is slack or once they have averaged less than three (3) days work per week over two (2) pay periods. On return, the driver will return to



their allocated unit, provided they have the necessary qualifications or express interest to achieve the necessary qualifications required for their allocated unit. The Company is to have the right of recall when work increases and the driver forfeits their seniority if the driver does not return within seven (7) calendar days from the date of recall. If the Company has reason to believe such leave of absence will create a driver shortage, the Leave of Absence need not be granted. An employee on Leave of Absence shall have their benefit package continued at their own expense until recalled or their Leave of Absence expires, providing costs are prepaid by the employee and the requirements of the benefit carrier are fulfilled.

Recall shall be confirmed by registered letter to the last address on file with the Company and the seven (7) day recall period is deemed to have commenced on the date the letter was mailed.

- 7.4 Any employee elected or appointed to a full-time Union position will be granted a Leave of Absence without pay and without losing their seniority date. The employee's benefit package will be discontinued during this period and the employee gives up their allocated unit. On return, the employee commences on the spare board and will be allowed to bid for an unallocated unit.

7.5 **Bereavement Leave:**

In the event of a death in the employee's immediate family, and upon the request of an employee (who has completed their probationary period), the employee will be paid three (3) days' pay (eight [8] hours per day) for the time missed from work for attending the funeral and making other arrangements.

Immediate family will be defined to include: spouse (including common-law and same-sex), parent, step-parent, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, child, step-child, grandchild, grandparent, father-in-law and mother-in-law, or any relative permanently residing in the employee's household.

#### 7.6 **Paid Education Leave:**

The Company agrees to pay into a special fund effective January 1<sup>st</sup>, 2011, and each year thereafter, one thousand dollars five hundred (\$1500.00) for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies will be paid into a trust fund established by the National Union, CAW-Canada and sent by the Company to the following address:

CAW Paid Education Leave Program  
C/o CAW-Canada  
205 Placer Court  
Toronto, ON M2H 3H9

The Company further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a Leave of Absence without pay for twenty (20) days class time, plus travel time where necessary, with said Leave of Absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave will continue to accrue seniority and benefits during such leave.

## 7.7 **Jury Duty:**

An employee who is called for jury selection, jury duty, as a witness or in response to a subpoena in a matter to which the employee is not a party, shall be reimbursed by the Company for the difference between the pay received for any of the above and their regular rate of pay for their regularly scheduled hours of work for each working day lost while so serving to a maximum of ten (10) working days. The employee will be required to furnish proof of jury selection, jury duty or witness attendance. Upon discharge from jury or witness service, the employee shall report to dispatch regarding their availability for work.

## **ARTICLE 8 – HOLIDAYS**

8.1 Every driver will be granted holiday pay at the hourly work time rate on each of the following General Holidays falling within any period of their employment:

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

8.2 Drivers will receive ten (10) hours pay for each holiday.

8.3 In order to qualify for holiday pay each regular driver must have:

**A)** a minimum of thirty (30) days service with the Company, and

- B) be at work on the holiday, or have been available for work on the day prior to the holiday or the day following the holiday,
  - C) been considered as available, providing their absence was by mutual agreement with the Company.
- 8.4 Overtime will be paid for all work on Statutory Holidays along with the extra pay as provided in Article 8.2. Overtime will be at the regular hourly rate of pay, plus one-half (.5) of the hourly work time rate. Double time will be paid after ten (10) hours for highway drivers and after eight (8) hours for city drivers. Double time will be at the regular hourly rate of pay times two (x2).
- 8.5 Part-time drivers who have fifteen (15) days' wages during the thirty (30) days immediately preceding a holiday are entitled to five percent (5%) of the wages earned during the thirty (30) days immediately preceding the holiday.

## **ARTICLE 9 – VACATIONS**

- 9.1 Upon completion of continuous employment with the Company for the number of years hereinafter listed, vacation shall be granted and vacation pay shall be paid on the basis of percentage of gross earnings accrued since last vacation as follows:
- A) at any time after one (1) year - two (2) weeks
  - B) at any time after three (3) years - three (3) weeks
  - C) at any time after seven (7) years - four (4) weeks
  - D) at any time after fifteen (15) years - five (5) weeks

The cost to the Company in terms of percentage of vacation pay to each driver would be:

**A)** four percent (4%) of gross earnings in Years 1, 2 and 3 of each driver's employment from their start date

**B)** six percent (6%) of gross earnings in Years 4, 5, 6 and 7 of each driver's employment from their start date

**C)** eight percent (8%) of gross earnings in Years 8 through 15 of each driver's employment from their start date

**D)** ten percent (10%) of gross earnings in Years 16 and up of each driver's employment from their start date

9.2 **A)** Employees' applications for vacation made prior to March 31<sup>st</sup> of each year shall be given preference in order of seniority of applicants and, regardless of seniority, will be given preference over applications made later than March 31<sup>st</sup>.

**B)** Employees shall not be forced to take their vacation entitlement.

9.3 The Company may limit the number of drivers off at any time to a minimum of fifteen percent (15%) of the unionized drivers at each Branch rounded up to the next whole number.

9.4 On termination an employee will be paid annual vacation at the applicable rate to the date of the employee's termination.

9.5 A separate cheque will be issued for vacation pay. Vacation pay will be requested by a driver in writing two (2) weeks in advance and it will be paid out on the

next scheduled pay date or any subsequent pay date as requested by the driver.

Any accrued balance of vacation pay which has not been paid out to the driver during their anniversary year shall be paid out to the driver on the last pay date of the driver's anniversary year.

- 9.6 Drivers shall be paid their vacation pay upon two (2) weeks written notice to the Company. This request shall not be granted more than twice yearly.
- 9.7 Drivers will not be held responsible for the securing of a replacement driver while on vacation, and/or sick leave.

## **ARTICLE 10 – SAFETY AND HEALTH**

- 10.1 The Company, the Union and the driver shall all cooperate in the matters of safety and health. The Union recognizes the right of the Company to require a medical examination, at any reasonable time, providing that the Company shall pay the cost of such examination. The Company shall choose the doctor who shall perform such examination. The Union agrees to discourage the abuse of any benefits and to cooperate in any matters to improve the health and safety of the workforce.

Note: The Company and Union discussed at length the Modified Work Program currently in effect. It was agreed that in future an employee will not be required to use the services of a Company-prescribed doctor for the purpose of entering into or continuing in the Modified Work Program. Any forms required by WCB or the Company may be completed by an

employee's personal doctor, the costs of which shall be borne by the Company.

10.2 It is to the mutual advantage of both the Company and the driver that drivers shall not operate vehicles that are not in safe operating condition. It shall be the duty of the driver to report promptly on all defects in equipment. All equipment defects as reported will be inspected and corrected if necessary. The equipment will then be certified as being satisfactory for service and safe for operation and a copy of the original defect sheet, signed by a qualified mechanic, shall be made available to the driver for the next trip. All equipment defective or contaminated shall be tagged (red for defective and yellow for contaminated) and corrected, if necessary.

10.3 Should an employee be required to take a medical examination by the Motor Vehicle Branch, the cost of the examination shall be paid for by the Company if the employee visits a doctor of the Company's choosing.

10.4 **Company Duties:**

The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice and guidelines, and all relevant environment laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Commit-

tee which shall be known throughout the following Articles as “the Committee.”

- 10.5
- A) The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Occupational Health and Safety Act, its regulations, codes of practice, and guidelines. The Union representation on this Committee shall be at least two (2) members chosen by the Union consisting of at least one (1) Company Driver and one (1) Dependent Contractor.
  - B) Two (2) Co-Chairpersons shall be selected from and by the members of the Committee. One of the Co-Chairpersons shall be a Union member chosen by the Union members’ Committee. The other Co-Chairperson shall be a Company member.
  - C) During all absences of the Union Co-Chairperson, the Company shall recognize an alternate co-chairperson designated by the Union.
  - D) The Committee shall assist in creating a safe and healthy place of work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the Health, Safety and Environmental Program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company shall comply with the recommendation of the Committee.
  - E) Without limiting the generality of the foregoing, the Committee shall:
    - (i) determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment includ-



ing buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.

- (ii)** determine that accident and incident investigations have been made.
- (iii)** recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
- (iv)** the Union Co-Chairperson and alternate shall participate in, and keep a record of, all type of inspections and work refusals.
- (v)** solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
- (vi)** hold regular meetings maintaining the minimum of at least nine (9) per year as per the Canada Labour Code or more frequently if mutually agreed upon by the Committee or the Company Co-Chairpersons for the review of:
  - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention.
  - remedial action taken or required by the report of investigations or inspections.
  - any other matters pertinent to health, safety and the environment.
- (vii)** have access to, and promptly receive copies of, all reports and documents in the Company's pos-

session or obtainable by the Company pertaining to health, safety or environmental matters.

F) Time spent by members of the Committee in the course of these meetings shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

#### 10.6 **Dangerous Circumstances:**

A) The Company agrees that all members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. Dangerous circumstances include any procedure, part of workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.

B) If a Committee member determines that dangerous circumstances exist, the Committee member may request the Company to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article, or thing.

C) If the Company receives a request under 10.6 (b), the Company shall immediately investigate and shall ensure the compliance is effected in a way that does not endanger a person or the environment.

#### 10.7 **Part II of the Canada Labour Code provides employees with Three Rights:**

##### **Right to Know**

Through the provisions of the Code, employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the

information, instruction, training and supervision necessary to protect their health and safety.

This Right to Know is strengthened by ensuring that the methods of communication are appropriate for all employees.

Through their Health and Safety Committees or representatives, employees are given the right to have access to government or Company reports relating to the health and safety of employees, but do not have access to medical records of any person except with that person's consent.

### **Right to Participate**

As health and safety representatives or Committee members, employees have the right and the responsibility to participate in identifying and correcting job-related health and safety concerns.

Part II of the Canada Labour Code further provides for employees participation through the use of an internal complaint resolution process.

### **Right to Refuse**

An employee at work has the right to refuse dangerous work if he/she has reasonable cause to believe that:

- a condition exists at work that presents a danger to himself or herself;
- the use or operation of a machine or thing that presents a danger to the employee or a co-worker;
- the performance of an activity that constitutes a danger to the employee or to another employee or Dependent Contractor .

A) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment, and that signs are posted in the workplace advising them of this right.

B) If an employee exercises their right to refuse, the employee shall immediately notify the Supervisor and a Co-Chairperson of the Committee. The worker shall stand by in a safe place and participate fully in the investigation of the hazard.

C) At every stage the Company shall ensure that no other worker or Dependent Contractor is asked or permitted to perform the work of the employee who refused.

D) The Union Co-Chairperson or alternate shall, where practicable and/or applicable, fully participate in the investigation at every stage. The Union Co-Chairperson or alternate may recommend a reasonable solution to the problem with the agreement of the refusing employee which shall be implemented by the Company.

#### 10.8 **No Disciplinary Action:**

A) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Occupational Health and Safety Act, its regulations and codes of practice and environmental laws, regulations or codes of practice.

B) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the employee believes that it would be unsafe or unhealthy to the employee, a fetus, a work-

mate, the public, the environment or where it would be contrary to the applicable federal, provincial or municipal health and safety or environmental laws, regulations or codes of practice.

C) For the employee who refuses work under Clause 10.7, and all employees affected by the refusal, and for any direction under Clause 10.6, there shall be no loss of pay, seniority or benefits during the period of refusal.

#### 10.9 **Education and Training:**

A) No employee shall be required or allowed to work on any job or operate any piece of equipment until the employee has received proper education, training and instruction and is Safety Certified by the Company.

B) The Company will ensure that all drivers receive chemical hazard training as required. This training shall include WHMIS education and training, Transportation of Dangerous Goods training, H 2 S Alive Course, GODI/Smith Defensive Driving Course, contamination awareness training, and any other courses required by the Company.

C) Each driver shall be required to be re-certified by the Company after any safety incident or near-miss, or every three (3) years. In emergency cases in which Company officials believe that the safety of the public is endangered, the employee may be held out of service.

#### 10.10 **Protective Clothing and Equipment:**

A) Employees whose work requires them to wear protective devices shall be provided, at no cost, with

all necessary tools, equipment and protective clothing required, including, but not limited to:

- (i) eye protective devices (prescription where necessary and equipped with side shields)

**Criteria:**

1 – Employee's will be eligible for every two (2) years with a minimum of three (3) months employment required.

2 – If the employee terminates their employment within a year of being issued the safety glasses, the costs will be prorated back to you based on twelve (12) months.

3 – Only employees with prescription lenses will be entitled to participate in this program.

4 – The loss or damage to the glasses shall be the employee's responsibility to replace.

5 – All costs above three hundred and fifty dollars (\$350.00) allowance are the employee's responsibility, for example extras at your discretion such as bifocals, trifocals or scratch resistant coatings (the employee will be asked at their appointment for payment).

The Company will provide safety glasses with permanently attached side shields to employees not requiring prescription glasses which shall be of a similar quality to the prescription glasses above.

- (ii) specialized protective clothing required by the Company for a specific operation
- (iii) gloves (gloves will be replaced by the Company at no cost to the employee provided the employee returns their worn-out gloves to the Company for replacement)

B) Types of protective clothing, tools and equipment shall be recommended by the Committee and implemented by the Company.

C) A variety of styles and models of protective clothing, tools and equipment shall be offered to employees so that they may individually select which fits them best.

**D) Safety Boot Allowance:**

Each employee, upon completion of one year employment, shall receive upon their anniversary date with the Company a safety boot allowance of up to a maximum of two hundred and forty (\$240.00) every twenty-four (24) months to be used for the purchase of CSA approved, above ankle safety boots, for which a receipt shall be required. This allowance can be used to purchase one or more pairs of safety boots within the twenty-four (24) month period.

**E) Hearing Protection:**

The Company agrees to provide a yearly hearing test for all current and new employees. The Company will provide moulded hearing protection for drivers based on a minimum of three (3) months employment and at a cost prorated back to the employee if they leave within twelve (12) months.

## **ARTICLE 11 – HOURS OF WORK AND SCHEDULES**

11.1 The Canada Labour (Standards) Code shall govern hours of work and drivers shall maintain such records as may be required by law or the Company's policy and procedures for that purpose.

- 11.2 It is agreed that productive time spent on hourly and/or mileage driving will form the basis of daily over-time pay calculations (as determined by tach card).
- 11.3 The work week shall be defined as Monday to Friday, with Saturday and Sunday as days off, except that all drivers (with the exception of drivers that are on the weekend exemptions list) shall be on-call every third weekend. Drivers that are on-call shall be utilized prior to drivers on the voluntary weekend list.

Each week the Company shall post a voluntary weekend list for drivers wishing to supplement their weekly hours. If the weekend list is exhausted and more drivers are required, the Company may, starting at the bottom of the seniority list, initiate the “force-up” list weekly commencing Friday at 3:00 p.m. Drivers who are not working are required to call in prior to 3:00 p.m. if they have not been contacted by dispatch to see if they are required to work. Drivers on-call and/or in the “force-up” situation who do not call in if they have not been contacted by dispatch, or refuse work for other than legitimate reasons, may be subject to discipline.

### **Weekend Start Time**

For the purpose of defining weekend work, the Calgary and Edmonton Branches will adhere to the following:

- A) the weekend Start Time will be 3:00 p.m. on the day before the weekend starts.
- B) the weekend End Time will be 2:00 a.m. on the day after the weekend ends.



C) drivers reporting to work prior to the weekend start time will be required to work until they have been released from duty.

D) drivers who are not working on the day before a weekend and who are not on call must be available for duty until 3:00 p.m. on the day before the weekend starts, unless they have been released by their supervisor.

E) loads that require departure prior to 2:00 a.m. on the day after the weekend ends will be assigned based on the weekend rules.

F) drivers that are not back by 12:00 noon on the day after the weekend will be placed into the regular rotation.

### **Weekend Exemption List**

In Calgary and Edmonton the top three (3) full-time, year-round seniority drivers (with a minimum of eight [8] years' seniority) will be exempted from the weekend call roster. Such employees will still be entitled to volunteer for weekend work but cannot replace an on-call driver. Current on-duty weekends may have to be modified to ensure that the weekend roster is only reduced by one (1) per weekend.

#### **11.4 Overtime:**

Overtime will be at the employees' regular rate of pay, plus one-half (.5).

Hourly Trip Drivers will be paid overtime for all hours in excess of:

- eight (8) hours per day
- forty-four (44) hours per calendar week

A driver who works both Mileage and Hourly trips in the course of a day's work will receive overtime following eight (8) hours on duty. In the event that the Company sends a driver out on a kilometre trip after six (6) hours of city work, the driver will be paid overtime after eight (8) hours of work.

Any hourly trip as defined in Article 14.4 b will receive overtime after eight (8) hours.

Any pre-load, load or unload delivered within the 320 kilometre return will be paid overtime after eight (8) hours. This would not apply to a driver who started their day on a kilometre-paid trip.

Mileage Trip Drivers will be paid overtime for all hours in excess of:

- ten (10) hours per day
- fifty-seven (57) hours per calendar week.

In a combination of both Mileage and Hourly trips in a calendar week, the driver will be paid overtime for all hours in excess of fifty-seven (57) hours per calendar week.

11.5 Where possible, the Company will operate on an "on-call roster" in rotation order (which shall include all Dependent Contractors) to give as much advanced notice of work as reasonably possible.

11.6 **Training and/or Meetings:**

A) Training and/or meetings during normal working hours:

An employee required by the Company to attend training and/or meetings during the employee's normal working hours will be paid their regular hourly rate.

**B)** Training and/or meetings outside normal working hours:

An employee required by the Company to attend training and/or meetings outside the employee's normal working hours will be compensated at their regular hourly rate.

Employees required to attend training and/or meetings on their regularly assigned days off shall be paid for a minimum of four (4) hours at the regular rate.

All training and/or meetings which are not paid for shall be voluntary.

## **ARTICLE 12 – GROUP INSURANCE PLANS AND PENSION PLAN**

12.1 **A)** The Employer guarantees the following benefits to all employees (as defined below and part (d) of this article) and their dependents, excluding probationary employees. The cost of benefits below, including any and all premiums, shall be paid as per Article 12.1 (f):

- (i) Hospital Services
- (ii) Life Insurance – fifty-thousand dollars (\$50,000.00)
- (iii) AD&D – fifty-thousand dollars (\$50,000.00)
- (iv) Weekly Indemnity – maximum twenty six (26) weeks – first day accident/hospitalization – fourth (4<sup>th</sup>) day illness – weekly rate to minimum five hundred and twenty-five dollars (\$525.00) per week.

The Employer agrees to provide costing for the increase to the above benefit. Should the

membership agree to the new costs then the benefit will be implemented.

- (v) Alberta Health Care Insurance
- (vi) Drug Plan – one hundred percent (100%) coverage. No deductible (generic drugs unless otherwise medically required by the individual).
- (vii) Major Medical Plan – one hundred percent (100%) coverage. No deductible.
- (viii) Extra Hospital Care – one hundred percent (100%) coverage. No deductible.
- (ix) Dental Plan –

For employees covered under Alberta, the reimbursement would be based on the 1997 Alberta Dental Fee Guide plus the percentage increase agreed upon by the CLHIA.

For employees covered under British Columbia the reimbursement would be based on the current year's fee guide.

Basic – eighty percent (80%), unlimited maximum, no deductible plan

Major – fifty percent (50%), one thousand and five hundred dollars (\$1500.00) yearly maximum.

- (x) Global Medical Assistance Program – provides medical assistance when required as a result of a medical emergency arising while you or your dependent are traveling for vacation, business or education. Coverage for travel within Canada is limited to emergencies arising more than 500 kilometres from home.

Note: The changes negotiated shall become effective June 1, 2002.

B) The Employer is responsible for the administration, application and provision of the benefits of this Article. Any difference arising with respect to the administration, application or provision of any aspect of the benefits of this Article or in the attached schedule of benefits will be disposed of in accordance with the grievance and arbitration procedures of this Agreement.

C) The benefits set out in this Article, and the eligibility of such benefits shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of the Union and Employer.

D) All schedule information regarding the benefit package shall be signed by both parties to ensure continuity of coverage throughout the term of this Agreement.

E) Whenever an employee is off work for reasons of WCB or weekly indemnity and their cheque is insufficient to cover their group insurance premiums (Article 12.1), the employee will pay to the Company monthly their portion of the benefits by post dated cheques.

F) Costs shall be shared as follows:

**Family Coverage:**

Drivers holding family coverage will pay one hundred percent (100%) of the Provincial Health Care Premium and Weekly Indemnity.

The Company will pay one hundred percent (100%) of Hospital Services, Life Insurance, AD&D, Drug Plan, Major Medical Plan, Extra

Hospital Care, Dental Plan, Health Care, and Global Medical Assistance.

The change to the cost of the above benefits shall begin with the next renewal of the benefit package with the Insurer.

**Single Coverage:**

Drivers holding single coverage will pay one hundred percent (100%) of the Provincial Health Care Premium and Weekly Indemnity.

The Company will pay one hundred percent (100%) of Hospital Services, Life Insurance, AD&D, Drug Plan, Major Medical Plan, Extra Hospital Care, Dental Plan, Health Care, and Global Medical Assistance.

12.2 **Pension Plan:**

The Union (Federal Government Registered) Pension Plan will be implemented for all full-time Company drivers who have completed their probationary period.

A) Effective April 1<sup>st</sup>, 2007, the Company contribution, for each full-time driver, will be five and one-half percent (5.5%) of gross earnings, exclusive of subsistence.

B) Effective April 1<sup>st</sup>, 2007 the Company will deduct, from each full-time driver, five and one-half percent (5.5%) of gross earnings, exclusive of subsistence.

C) The above monies are to be turned over promptly to the Union designate, along with a list of drivers' names showing amounts deducted.

D) The Company agrees to pay drivers who have reached their sixty-ninth birthday an additional amount of five and one half percent (5.5%) of gross earnings, exclusive of subsistence, in lieu of the contributions that the Company would have made directly to the driver's pension plan.

## **ARTICLE 13 – ANTI-HARASSMENT AND DISCRIMINATION**

13.1 All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Canadian Human Rights Act (the "Act"). Prohibited grounds are race, national or ethnic origin, colour, religious, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.

If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee should bring their complaint of harassment or discrimination to the attention of the Company or the Union. If the Company or the Union are not made aware of any issues of harassment or discrimination they may be unable to address such issues.

The employee may:

A) Tell the person involved as soon as possible how you feel and request that the person stop the conduct you find offensive.

- B) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Manager, Human Resources and/or the National Representative or the Local 4050 President.
- C) The parties will review the complaint and where warranted, will strike a committee and carry out a joint investigation.
- D) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the Joint Committee will be determined by the parties on a case-by-case basis.
- E) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- F) All matters brought before the Committee will be dealt with the utmost confidentiality.
- G) Any complaint not resolved through this process may be addressed by the Union pursuant to Article 4.

## **ARTICLE 14 – DEFINITIONS AND GENERAL**

- 14.1 **A Single Driven Trip:** Operation is from point of dispatch to point of rest, layover, book off, or dispatch subsequent to delivery of a load.
- 14.2 **Sleeper Team Tour:** When two (2) drivers operate on “Sleeper Unit.” Sleeper operations shall be pro-



grammed on a continuous basis wherever reasonable and possible.

14.3 **Kilometre Rates:** Rates of pay applicable for each trip in excess of three hundred and twenty (320) kilometres return, and paid on a kilometre rate to compensate for duties performed in driving.

14.4 **Hourly Driving:**

A) Off Highway Trips - for that portion of trip where the driver leaves the highway until the driver returns to the highway. (Actual work time) rates of pay hourly or kilometre, whichever is greater.

The choice of hours or kilometres will also apply on any trip, for the portion of trip that chains are in use.

B) City/Short Trips – defined as trips under three hundred and twenty (320) kilometres return. Will be paid at the hourly rate (excluding breaks or meals) or at the kilometre rate, if greater. Calculated to the nearest one half (.5) hour.

C) Highway Trips - the portion of any highway trip where chains are in use shall be paid at the hourly rate.

14.5 **Bob Tail:** Time spent by driver taking a tractor or empty truck from one destination to another without trailer attached and paid at applicable 5 axle driving rate.

14.6 **Work Time will be defined as:**

A) Loading or unloading.

B) Working at Branch as directed.

C) Working on equipment as approved.

D) On mileage paid trips, time spent in excess of one half (.5) hour in pre-trip inspection and preparation and in excess of one half (.5) hour on post-trip duties, except that:

during the winter months when cold weather dictates the need for additional motor warm-up time, the Company agrees to pay the driver for all pre-trip time at the hourly work time rate on any occasion that the Unit has not been pre-started prior to the driver reporting for duty.

E) On hourly paid trips, time spent on pre-trip and post-trip inspection.

All of the above to be supported by tach card and a Bill of Lading that must be filled out with an explanation for the extra hours. The extra hours also includes any time in excess of the standard 1 hour loading and 2 hours unloading.

14.7 **Call Out Time:** Minimum of four (4) hours pay at hourly work time when driver is called out and reports to work but is not given four (4) or more hours of work.

**On Call Pay:** Employees required to be on call for work during their days off shall receive a minimum of two (2) hours pay per day for being on call and not receiving any work. All on call drivers must make contact with dispatch to confirm availability for work prior to 8 pm on the day before being on call to be eligible for on call pay. If a driver is not released from duty by dispatch prior to 8 pm they are considered on call and must maintain their availability to work, in which case they will be paid on call pay if not called. Drivers resetting their hours or who fail to contact dispatch will be ineligible for on call pay.

- 14.8 **Layover:** Actual time spent away from home Branch by drivers who are requested to do so by the Company shall be paid after fourteen (14) hours free, then ten (10) hours pay at the applicable rate in a twenty-four (24) hour period.

When a driver is requested to layover at a point away from the home Branch and has not completed ten (10) hours, the driver will be paid the balance of the ten (10) hour period, after which the driver may be dispatched or begin the layover procedure.

The Company agrees that wherever possible drivers will be advised a point of origin in regard to layover.

14.9 **Wait Time:**

A) Wait time shall be paid for all time spent waiting to load or unload with the exception of short trips as defined in Article 14.4b, and will be included as hours worked in the overtime pay calculations.

Bills of Lading must be completed in full with an explanation for the Wait Time and turned in to the Company.

B) Waiting for equipment to be repaired, provided there is no work available, waiting for roads to be cleared.

14.10 **Training Pay:**

Drivers who carry out additional and various duties of training of personnel selected by the Company will be compensated five dollars (\$5.00) per hour while actively training other persons. Company-designated Driver Trainers will be compensated two dollars (\$2.00) per hour for all hours worked when not train-

ing other persons. The two (2) premiums above may not be pyramided together.

- 14.11 Where Sleeping Accommodation “is necessary,” drivers will be compensated for the actual cost thereof provided that such cost is deemed reasonable by the Company and provided further that such cost is properly substantiated by voucher or receipt.

Note: The Company and Union discussed the term “deemed reasonable” as applicable to this clause. In order to clarify the proper procedure for the requesting of sleeping accommodation, it was agreed that the procedure to be used will be placed in the new Drivers’ Manual.

- 14.12 Subsistence will be paid after sixteen (16) hours to twenty-four (24) hours away from the home Branch and on continuous operation at rates as shown in Schedule “A.”

- 14.13 In no event shall any time or pay be duplicated or pyramided.

- 14.14 It is mutually agreed that the pay rates and classifications set forth in Schedule “A” hereto shall form part of this Agreement throughout the whole of its term. Rates will be paid at no less than shown herein and shall thereby be considered minimum rates of pay.

- 14.15 **Pay Day:**

Drivers will be paid by direct deposit on a bi-weekly basis with the cut-off of the previous Tuesday.

- 14.16 Special rates of pay for any new operations, areas, or job classification shall be subject to negotiation provided that the Company shall have the right to establish the rate to be paid until the new rate or job

classification for the area is agreed upon. The Company agrees to advise the Union office of any such rate within ten (10) days of its establishment, and if no written Union representation is made within thirty (30) days of such notification, the rate will be deemed agreed upon. If no agreement is reached within sixty (60) days of receipt of such written representation, the Union may process a grievance under the Grievance Procedure commencing with Step 3.

14.17 **Uniforms:**

The Company will supply to each driver following one (1) years' service one jacket per contract term at no cost to the driver.

14.18 **Allocation of Work:**

The Company endeavours to distribute work amongst all drivers, both employee drivers and Dependent Contractors. Such is achieved by rotating the names of the employee drivers and Dependent Contractors on the dispatch computer screen on a first-in, first-out principal. Work, where applicable, is allocated in regular order from the dispatch computer screen provided that the driver and the equipment are deemed by the Company as suitable.

Dedicated plant or load work (daily runs) that become vacant shall be posted for five (5) calendar days at each depot and the posting will be distributed through the dispatch system. Company Drivers shall apply in writing to the Company and the position shall be awarded to either a Company Driver or Dependent Contractor based on seniority and qualifications to meet customer requirements.

If a difference arises between the Company and any employee concerning the allocations of work, the Shop Steward will contact the Company within two (2) calendar days to arrange a meeting with senior management to investigate the employee's concern. The investigation will include reviewing all relevant documentation including the computer print out.

The refusal of a load without a valid and legitimate reason shall result in the driver being placed at the bottom of the rotation.

Double Teams and Driver Trainers with a Trainee may be given priority of dispatch.

In the application of Article 14.18 to single driven units it may be necessary to utilize a driver on other than the driver's bid unit, in which case the driver will be returned to their bid unit as soon as reasonably possible.

Suitable – to include availability as per Canada Labour Code hours of work.

- 14.19 When a unit is placed in sleeper team service, the allocated driver may elect to vacate the unit or the Company may declare the unit vacated. The sleeper team drivers must be compatible.
- 14.20 On Friday, Saturday and Sunday dispatch will phone in accordance with Article 14.18 all drivers and Dependent Contractors named on the weekend roster. Any time during the on-call time period, it is the driver's responsibility to maintain contact with dispatch. If dispatch is unable to contact the driver at their designated contact number or alternate number, dispatch will have the option to phone who they wish in order to expedite the load or trip. Drivers who do

not maintain contact for other than legitimate reasons may be subject to discipline.

- 14.21 In printing the cheque stub, the Company agrees to highlight all changes with the appropriate column so as to signify that the driver's claim has been adjusted. If an error occurs in the payroll computation of an employee's paycheque, and the amount is equivalent to one hundred dollars (\$100.00) or more, the employee shall be entitled upon request to receive the amount (minus applicable deductions) within the next business day.
- 14.22 The Company will provide a copy of all current mileage distances for its regular lanes and any amendments from time to time. A copy will be posted at each Company Branch.
- 14.23 Any driver or Dependent Contractor allocated on a daily run shall sit out work for twenty-four (24) hours after their last scheduled shift on the allocated run prior to being placed on rotation board unless the workload requirements demand otherwise.
- 14.24 Continuous Employment is defined as the period of time from date of hire to termination of employment.
- 14.25 Employees using their own vehicle for Company-requested business shall be reimbursed by the Company for such use based on the Company's established reimbursement rates.
- 14.26 Employees using their own cell phone for Company-requested business shall be reimbursed by the Company for such use based on submission of the employee's cell phone bill and itemisation of calls.

## **ARTICLE 15 – MAINTENANCE OF STANDARDS CLAUSE**

- 15.1 Every employee who is subject to the provisions of this Agreement shall be entitled to the highest standards respecting their conditions of employment and such standards, if superior to the terms of this Agreement, will be maintained.

## **ARTICLE 16 – INTERPRETATION COMMITTEE**

- 16.1 The terms and conditions of this Agreement may be amended, added to or otherwise changed from time to time as mutually agreed upon in writing between the Company and the Union.



## ARTICLE 17 – DURATION AND RENEWAL

- 17.1 Except as herein provided, this Agreement shall become effective on the 1<sup>st</sup> day of April, 2011 and shall remain in full force and effect up to and including the 31<sup>st</sup> day of March, 2014, and from year to year thereafter unless either party gives notice of its desire to terminate the Agreement or commence negotiations to amend the Agreement. Such notice shall be given no more than ninety (90) days prior to the termination date of this Agreement.
- 17.2 It is agreed that this Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, and supplants previous Agreements.

Signed in Edmonton, Alberta this \_\_\_\_ day of \_\_\_\_\_, 2011

FOR THE COMPANY:  
Cascade Carriers L.P.

FOR THE UNION:  
CAW-Canada, Local 4050

\_\_\_\_\_  
Debbie Lawrence

\_\_\_\_\_  
Mike Latta

\_\_\_\_\_  
Jim Little

\_\_\_\_\_  
Dale Juett

\_\_\_\_\_  
Todd Romanow

## **SCHEDULE “A” – REGULAR RATES OF PAY**

Rates of pay applicable to drivers of Cascade Carriers L.P., all rates are quoted in dollars/hour and cents/kilometre, except as noted.

Zone 1 – All Kilometres in Alberta, Saskatchewan and Manitoba

Zone 2 – All Kilometres in British Columbia

Zone 3 – All Kilometres north of Fort St. John and in the Northwest Territories

All rates (including hourly and kilometre) will be increased as follows to all employees:

### **ZONE 1**

Rate	Apr 1, 2011 0%	Apr 1, 2012 TBA%	Apr 1, 2013 TBA%
Semi Unit – Single	30.08		
Six Axle – Single	31.31		
Double Unit – Single	32.57		
Eight Axle – Single	33.43		
Semi Unit – Sleeper	40.85		
Six Axle – Sleeper	42.14		
Double Unit – Sleeper	43.39		
Eight Axle – Sleeper	44.25		
Hourly Driving, Work Time, Loading & Unloading	24.57		
Overtime	12.29		
Wait Time – first 10 HRS pay in each period	24.57		
Layover Time – last 10 HRS pay in each 24 HR period	24.57		

## ZONE 2

Rate	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
Semi Unit–Single	31.55		
Six Axle–Single	32.77		
Double Unit–Single	34.02		
Eight Axle–Single	34.88		
Semi Unit–Sleeper	42.32		
Six Axle–Sleeper	43.58		
Double Unit–Sleeper	44.83		
Eight Axle–Sleeper	45.68		
Hourly Driving, Work Time, Loading & Unloading	24.57		
Overtime	12.29		
Wait Time– first 10 HRS pay in each period	24.57		
Layover Time– last 10 HRS pay in each 24 HR period	24.57		

## ZONE 3

Rate	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
Semi Unit–Single	31.55		
Six Axle–Single	32.77		
Double Unit–Single	34.02		
Eight Axle–Single	34.88		
Semi Unit–Sleeper	42.32		
Six Axle–Sleeper	43.58		
Double Unit–Sleeper	44.83		

Rate	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
Eight Axle – Sleeper	45.86		
Hourly Driving, Work Time, Loading & Unloading	24.57		
Overtime	12.29		
Wait Time – first 10 HRS pay in each period	24.57		
Layover Time – last 10 HRS pay in each 24 HR period	24.57		

## Subsistence

The following rates are paid per day	April 1, 2011	April 2, 2012	April 1, 2013
16 to 24 hours away from home	18.22	20.22	22.22
After 24 hours away from home	27.04	29.04	31.04
SUBSISTENCE SHALL BE PAID AS AN EXPENSE ITEM EFFECTIVE JANUARY 1, 1999.			

**Sweeping Tanks** – Flat Rate of \$21.00 per tank for sweeping clean and blowing out tank.

**Switching Trailers** – Highway Drivers pulling a switch, a maximum allowed. Paid at the applicable hourly rate of pay.

**Spreading** – When a driver is requested by the Company to do any spreading work (local or away from home branch), the driver will be paid a premium of \$2.00/hour over the hourly work time rate.

**Off Highway Work** – When a driver is requested by the Company to do any off highway work, the driver will be paid a premium of \$2.00/hour over the hourly work time rate for

the off highway hours. This premium will apply when the Driver is off a numbered highway or secondary highway.

**Deck Work** – When a driver is requested by the Company to do any deck work the driver will be paid a premium of \$2.00 per hour over the hourly work rate.

**Sil Fume** – When a driver is requested by the Company to load a trailer from a rail car and unload at a customer's site they will be paid a premium of \$2.00 per hour over the hourly work rate.

**Unloading or Loading to or From a Railcar** – When a driver is requested by the Company to load a trailer from a rail car they will be paid a premium of \$2.00 per hour over the hourly work rate.

**Huff and Puff / Recovery Work** – When a driver is requested by the Company to transport and set up at a site using the Huff and Puff / Recovery Work they will receive oilfield 5 axle mileage rates for all kilometres travelled and will be paid a premium of \$2.00 per hour over the hourly work rate.

**Over Dimension Loads (porta bulker etc.)** – When a driver is requested by the Company to transport and set up an over dimension vehicle they will receive oilfield 5 axle mileage rates for all kilometres travelled and will be paid a premium of \$2.00 per hour over the hourly work rate.

**Sleeper Teams** –

- Sleeper team mileage to be split equally.
- Sleeper team subsistence to be paid to each driver.
- Sleeper team hours to be paid to each driver when both required to work.
- Each sleeper team driver to be paid the full hourly rate, when the hourly rate is applicable for off highway work.

- Each sleeper team driver to be paid the full hourly rate, for wait and layover time.
- Sleeper team drivers to be paid the hourly rate when loading or unloading, off highway, or on wait, or layover time.

**Probationary Employee Rate** – Probationary employees may be paid at ninety percent (90%) of the wage scale for the first six (6) months of employment and thereafter shall receive the full rate as set out in this Agreement.

**Probationary Training** – to be paid sixteen dollars (\$16.00) per hour plus overtime rates at eight dollars (\$8.00) per hour.

**SAFETY AND TRAINING INCENTIVE** – Carrier has established a Safety and Training Incentive of 1% of each Company Driver's gross revenue (excluding subsistence and pension contributions) paid Quarterly to all Company drivers who have completed their probationary period. The Quarterly periods are April to June, July to September, October to December and January to March. Payout dates are July, October January and April respectively.

**Eligibility Criteria:**

- a) Attendance of Quarterly Safety Meetings (or review of minutes if excused).
- b) Current on required courses and certifications to meet job requirements.
- c) Zero preventable claims or preventable injuries
- d) Must still be with the Company at time of payment, otherwise incentive is forfeited.

## **SCHEDULE “B” – OILFIELD QUALIFIED WORK**

Rates of pay applicable to Drivers of Cascade Carriers L.P., that are oilfield qualified. All rates are quoted in dollars/hour and cents/kilometre, except as noted.

Zone 1 – All Kilometres in Alberta, Saskatchewan and Manitoba

Zone 2 – All Kilometres in British Columbia

Zone 3 – All Kilometres north of Fort St. John and in the Northwest Territories

All rates (including hourly and kilometre) will be increased as follows to all employees:

### **ZONE 1**

	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
Semi Unit Rate - Single	30.68		
Six Axle Rate - Single	31.93		
Double Unit Rate - Single	33.19		
Eight Axle Rate - Single	34.08		
Semi Unit Rate - Sleeper	41.66		
Six Axle Rate - Sleeper	42.97		
Double Unit Rate - Sleeper	44.24		
Eight Axle Rate - Sleeper	45.13		
Hourly Driving, Work Time, Loading & Unloading When in Oil Field	28.39		
When not in Oil Field	24.57		

	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
<b>Overtime Rate</b>			
When in Oil field	14.20		
When not in Oil Field	12.29		
Wait Time - 1st 10 hours pay in each period	24.57		
Layover Time - last 10 hours pay in each 24 hour period	24.57		

## **ZONE 2**

	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
Semi Unit Rate - Single	32.17		
Six Axle Rate - Single	33.22		
Double Unit Rate - Single	34.68		
Eight Axle Rate - Single	35.58		
Semi Unit Rate - Sleeper	43.14		
Six Axle Rate - Sleeper	43.14		
Double Unit Rate - Sleeper	45.71		
Eight Axle Rate - Sleeper	46.56		
Hourly Driving, Work Time, Loading & Unloading When in Oil Field	28.39		
When not in Oil Field	24.57		



	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
<b>Overtime Rate</b>			
When in Oil field	14.20		
When not in Oil Field	12.29		
Wait Time - 1st 10 hours pay in each period	24.57		
Layover Time - last 10 hours pay in each 24 hour period	24.57		

### **ZONE 3**

	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
Semi Unit Rate - Single	33.42		
Six Axle Rate - Single	34.68		
Double Unit Rate - Single	35.98		
Eight Axle Rate - Single	36.84		
Semi Unit Rate - Sleeper	44.43		
Six Axle Rate - Sleeper	45.70		
Double Unit Rate - Sleeper	47.00		
Eight Axle Rate – Sleeper	47.41		
Hourly Driving, Work Time, Loading & Unloading When in Oil field	28.39		
When not in Oil Field	24.57		

	April 1, 2011 0%	April 1, 2012 TBA%	April 1, 2013 TBA%
<b>Overtime Rate (1.5% April 1, 2008)</b>			
When in Oil field	14.20		
When not in Oil Field	12.29		
Wait Time - 1st 10 hours pay in each period	24.57		
Layover Time - last 10 hours pay in each 24 hour period	24.57		

## Subsistence

The following rates are paid per day:	April 1, 2011	April 2, 2012	April 1, 2013
16 to 24 hours away from home	18.22	20.22	22.22
After 24 hours away from home	29.04	31.04	33.04
Northern Subsistence	38.77	40.77	42.77
SUBSISTENCE SHALL BE PAID AS AN EXPENSE ITEM EFFECTIVE JANUARY 1, 1999.			

**Sweeping Tanks** – Flat Rate of \$21.00 per tank for sweeping clean and blowing out tank.

**Switching Trailers** – Highway Drivers pulling a switch, a maximum allowed. Paid at the applicable hourly rate of pay.

**Spreading** – When a driver is requested by the Company to do any spreading work (local or away from home branch), the driver will be paid a premium of \$2.00 per hour over the hourly work time rate.

**Off Highway Work** – When a driver is requested by the Company to do any off highway work, the driver will be paid a premium of \$2.00 per hour over the hourly work time rate for the off highway hours. This premium will apply when the Driver is off a numbered highway or secondary highway.

**Deck Work** – When a driver is requested by the Company to do any deck work the driver will be paid a premium of \$2.00 per hour over the hourly work rate.

**Sil Fume** – When a driver is requested by the Company to load a trailer from a rail car and unload at a customer's site they will be paid a premium of \$2.00 per hour over the hourly work rate, as of the date of ratification.

**Unloading or Loading to or From a Railcar** – When a driver is requested by the Company to load a trailer from a rail car they will be paid a premium of \$2.00 per hour over the hourly work rate.

**Huff and Puff / Recovery Work** – When a driver is requested by the Company to transport and set up at a site using the Huff and Puff / Recovery Work they will receive oilfield 5 axle mileage rates for all kilometres travelled and will be paid a premium of \$2.00 per hour over the hourly work rate.

**Over Dimension Loads (porta bulker etc.)** – When a driver is requested by the Company to transport and set up an over dimension vehicle they will receive oilfield 5 axle mileage rates for all kilometres travelled and will be paid a premium of \$2.00 per hour over the hourly work rate.

**Sleeper Teams** –

- Sleeper team mileage to be split equally.
- Sleeper team subsistence to be paid to each driver.
- Sleeper team hours to be paid to each driver when both required to work.

- Each sleeper team driver to be paid the full hourly rate, when the hourly rate is applicable for off highway work.
- Each sleeper team driver to be paid the full hourly rate, for wait and layover time.
- Sleeper team drivers to be paid the hourly rate when loading or unloading, off highway, or on wait, or layover time.

**Probationary Employee Rate** – Probationary employees may be paid at ninety percent (90%) of the wage scale for the first six (6) months of employment and thereafter shall receive the full rate as set out in this Agreement.

Probationary Training – to be paid sixteen dollars (\$16.00) per hour plus overtime rates at eight dollars (\$8.00) per hour.

**SAFETY AND TRAINING INCENTIVE** – Carrier has established a Safety and Training Incentive of 1% of each Company Driver's gross revenue (excluding subsistence and pension contributions) paid Quarterly to all Company drivers who have completed their probationary period.

The Quarterly periods are April to June, July to September, October to December and January to March. Payout dates are July, October January and April respectively.

**Eligibility Criteria:**

- e) Attendance of Quarterly Safety Meetings (or review of minutes if excused).
- f) Current on required courses and certifications to meet job requirements.
- g) Zero preventable claims or preventable injuries
- h) Must still be with the Company at time of payment, otherwise incentive is forfeited.

# LETTER OF AGREEMENT #1

between

Cascade Carriers L.P.

and

National, Automobile, Aerospace, Transportation  
and General Workers Union of Canada

Local 4050

## Re: Group Insurance Plan

This letter will confirm the agreement reached during this round of collective bargaining that the Company and the Union at the headquarters level will review on an annual basis the costs of the benefit plan in accordance with the provisions of Article 12.1.

This review will be done to ensure that the costs of the benefit plan(s) maintains the intent of the 50/50 split between the employee and the Company. In the event the employees' portion increases substantially so that the benefit premiums no longer reflect the 50/50 split, the Union and the Company will renegotiate the benefits and the applicable costs.

Signed in Edmonton, Alberta this 6<sup>th</sup> day of April, 2011

FOR THE COMPANY:  
Cascade Carriers L.P.

FOR THE UNION:  
CAW-Canada, Local 4050

\_\_\_\_\_  
Debbie Lawrence

\_\_\_\_\_  
Mike Latta

\_\_\_\_\_  
Jim Little

\_\_\_\_\_  
Dale Juett

\_\_\_\_\_  
Todd Romanow

## **LETTER OF AGREEMENT #2**

between

Cascade Carriers L.P.

and

National, Automobile, Aerospace, Transportation  
and General Workers Union of Canada

Local 4050

### **Re: Oilfield Qualified Drivers**

In accordance with the provisions of Schedule B, the parties to the Collective Agreement agree that the following will apply:

1. This is a Company qualification that is overseen by the Safety Department who will ensure that there are appropriate numbers of drivers qualified both at the Sherwood Park and Calgary branches to cover Cascade Carriers L.P. commitment to their customers. If the work demand for the “Oilfield Qualified Work” is increased, the number of drivers qualified at each branch will be increased accordingly in order of seniority through application of the drivers.
2. The driver has to maintain his/her qualifications through training and employment with Cascade Carriers L.P. This process will be monitored by both Dispatch and the Safety Department to ensure the driver remains current and that he/she is paid in accordance with Schedule “B” of the Collective Agreement.
3. When deemed as “Oilfield Qualified Driver”, the driver must be available when contacted by dispatch to either cyclone or deliver to bush locations (off highway sites). When contacted to do the specific load that is deemed “Oilfield Qualified Work” and the driver refuses the

load without a valid and legitimate reason, the driver's name will be moved to the bottom of the rotation board. Dispatch will endeavour to provide the driver as much advance notice as possible.

4. Once a driver is qualified to do "Oilfield Qualified Work" he/she will retain his/her pay scale as an "Oilfield Qualified Driver" from the date that he/she is qualified to the date of his/her yearly interview in November.
5. Yearly in November, the Company will ensure that they can meet the demands of their customers who require drivers for "Oilfield Qualified Work." At this time all drivers who are qualified to do "Oilfield Qualified Work" will be interviewed by the Safety Department. If the drivers' qualifications are current and he/she wishes to be dispatched on "Oilfield Qualified Work" he/she will sign the form stating that he/she is available and qualified and the form will be forwarded to the payroll department. If during this interview it is determined that the driver is no longer qualified to do "Oilfield Qualified Work" and he/she has no intention of maintaining his/her qualifications to do "Oilfield Qualified Work," he/she will sign on the form stating so and he/she will revert back to the pay scale in accordance with Schedule "A." This form will be forwarded to the payroll department accordingly.
6. To qualify for "Oilfield Qualified Work" the driver must:
  - a) be classified as an experienced driver with a minimum of two (2) years highway driving or one (1) year off highway driving,
  - b) be trained to operate a cyclone unit and be available for dispatching as required,

- c) be trained to do bush work and be available for dispatching as required,
- d) maintain current qualifications in the following courses:

H2S Alive

Smith Defensive Driving Course

GODI Course

TDG

WHMIS

First Aid

- e) have had no major incident or accident while employed with Cascade Carriers L.P. in the last two (2) years,
- f) have a minimum of one (1) week employment cycling or bush work away from the branch. If the driver is dispatched for a longer period of time he/she must inform dispatch a minimum of seven (7) days in advance as to when he/she needs to return to home branch,
- g) may be requested to be away from home branch for a minimum of one (1) week to a maximum of two (2) weeks. This period of time away from home branch may be increased by the request of the driver. Upon return to home branch after a minimum of two (2) weeks, the driver upon request will be given three (3) days off for rest time,
- h) meet any other qualifications as deemed necessary by the customer or Cascade Carriers L.P.



7. The Northern Subsistence will apply to drivers who are doing “Oilfield Qualified Work” while working north of the 55<sup>th</sup> parallel and are away from home branch in excess of twenty-four (24) hours.

Signed in Edmonton, Alberta this 6<sup>th</sup> day of April, 2011

FOR THE COMPANY:

Cascade Carriers L.P.

FOR THE UNION:

CAW-Canada, Local 4050

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Debbie Lawrence

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Mike Latta

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Jim Little

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Dale Juett

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Todd Romanow

## **LETTER OF AGREEMENT #3**

between

Cascade Carriers L.P.

and

National, Automobile, Aerospace, Transportation  
and General Workers Union of Canada

Local 4050

### **Re: Scheduled Days Off**

This letter will confirm the agreement reached with the Company and the Union during 2005 negotiations in regards to scheduled days-off and the application of Article 11.3 of the collective agreement.

Effective April 1, 2005, the Union agrees that the application of Article 11.3 in granting Saturday and Sunday as days-off will not apply to new hires hired after April 1, 2005. Such employees will be guaranteed two consecutive days off, however they may not be Saturday and Sunday.

Notwithstanding the above, employees who have been hired prior to April 1<sup>st</sup>, 2005 will continue to be scheduled with Saturday and Sunday off.

It is further agreed that the total percentage of Company drivers not guaranteed Saturday and Sunday as days-off will not exceed twenty-five percent (25%) of the total number of Company drivers at any one branch at any one time.

All other terms and conditions of the collective agreement between Cascade Carriers L.P. and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) Local 4050 would apply.

This would be effective April 1, 2005.

Signed in Edmonton, Alberta this 6<sup>th</sup> day of April, 2011

FOR THE COMPANY:  
Cascade Carriers L.P.

FOR THE UNION:  
CAW-Canada, Local 4050

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Debbie Lawrence

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Mike Latta

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Jim Little

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Dale Juett

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Todd Romanow

## **LETTER OF AGREEMENT #4**

between

Cascade Carriers L.P.

and

National, Automobile, Aerospace, Transportation  
and General Workers Union of Canada

Local 4050

### **Re: Bargaining Unit Protection**

During the 2008 bargaining process the Union raised the issue of the deterioration of the number of bargaining unit members. The Union in response to this problem tabled various proposals to deal with the issue; the agreed-to language to deal with the problem is as per below.

- The Company commits to continue to hire new bargaining unit employees through all available sources. The Company shall explore all avenues to retain and hire bargaining unit employees, including negotiating additional monetary compensation should the need arise.
- The use of Company Trucks by CAW unionized Dependent Contractors, or any other person, shall not cause the loss of hours, mileage, pay or initiate a layoff of unionised drivers. Where such does occur, the unionised driver shall be fully compensated as if they were at work for the period of use by the CAW unionized Dependent Contractors or any other person.
- No work performed by an employee, or which could be performed by an employee, covered by this Agreement shall be performed by another employee of the Corporation or by a person who is not an employee of the Corporation except:
  - (a) as a result of urgent or emergency conditions,

(b) no bargaining unit employee is available

(c) CAW unionized Dependent Contractors

Signed in Edmonton, Alberta this 6<sup>th</sup> day of April, 2011

OR THE COMPANY:  
Cascade Carriers L.P.

FOR THE UNION:  
CAW-Canada, Local 4050

\_\_\_\_\_  
Debbie Lawrence

\_\_\_\_\_  
Mike Latta

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Jim Little

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Dale Juett

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Todd Romanow

## LETTER OF AGREEMENT #5

between

Cascade Carriers L.P.

and

National, Automobile, Aerospace, Transportation  
and General Workers Union of Canada

Local 4050

### Re: Change of Benefit Carriers

The parties agree to investigate the change from the current benefit carrier to the CHIPS program; the Company agrees to provide all needed statistics, information and paperwork needed for CHIPS to provide a full quote for a comparable plan.

Should the parties agree to change to CHIPS and there are cost savings, or should the government lower or eliminate Health Care Premiums, then such savings where paid fully or partially by the employee shall be used at the bargaining committee's discretion to lower employee-paid premiums or purchase new or improved benefits.

Signed in Edmonton, Alberta this 6<sup>th</sup> day of April, 2011

OR THE COMPANY:  
Cascade Carriers L.P.

FOR THE UNION:  
CAW-Canada, Local 4050

\_\_\_\_\_  
Debbie Lawrence

\_\_\_\_\_  
Mike Latta

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Jim Little

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Dale Juett

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Todd Romanow



