

**This Agreement entered into this 30<sup>th</sup> day of September, 2018 shall be in force and effect as hereinafter particularly specified.**

**BETWEEN:**

**DIVERSIFIED TRANSPORTATION LTD.**  
**Edmonton Industrial Division**  
Edmonton, Alberta  
(hereinafter referred to as the "Company")  
**OF THE FIRST PART**

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
**OF THE SECOND PART**

April 1, 2018 – March 31, 2021

**TABLE OF CONTENTS**

PREAMBLE ..... 1

SCOPE OF THIS AGREEMENT ..... 1

UNION SECURITY ..... 1

    Regular Employees ..... 2

    Regular Part-time Employees ..... 2

    Probationary Period ..... 2

GENERAL ..... 2

    Management Rights ..... 2

    Shop Steward ..... 3

    Working Foremen ..... 3

SENIORITY ..... 4

    Layoffs ..... 5

    Seniority List ..... 6

    Leave of Absence ..... 7

PAY AND WORKING CONDITIONS ..... 7

    Definitions ..... 7

    Rates of Pay ..... 7

    Hours of Work ..... 8

    Uniforms ..... 8

    Medical Examination ..... 8

    Bereavement Leave ..... 9

    Jury Duty ..... 9

STATUTORY HOLIDAYS ..... 10

VACATIONS ..... 10

HEALTH AND WELFARE, AND PENSION ..... 11

ADVANCEMENT FUND ..... 12

GRIEVANCE PROCEDURE ..... 13

NO STRIKES OR LOCKOUTS ..... 14

TERMINATIONS ..... 14

MENTAL HEALTH AWARENESS ..... 14

HEALTH & SAFETY ..... 14

SAVING CLAUSE ..... 15

LETTER OF UNDERSTANDING #1 ..... 16

    Sub-Contractor ..... 16

## **PREAMBLE**

It is the intent and object of this Agreement that the Company and the Union cooperate to obtain efficient and unrestricted operation of the service, to promote peaceful and harmonious relations between the Company and its employees, to provide for the amicable settlement of differences and establish conditions of employment to be observed between the parties hereto. Any words in this Agreement that impart masculine gender should also be deemed to mean the feminine gender, where sense dictates.

## **ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT**

This Agreement shall apply to all employees working as bus drivers of **Diversified Transportation Ltd. (Edmonton Industrial Division)**.

### **Section 1.1**

The parties recognize the right of all employees to work in an environment free from harassment, sexual or otherwise, as outlined by Company Policy.

## **ARTICLE NO. 2 - UNION SECURITY**

### **Section 2.1**

The Company agrees to recognize the Union as the sole Collective Bargaining Agent for all employees of the Company classified as **Industrial bus drivers**.

- a) It is agreed that as a condition of employment, each employee shall become, and remain, a member in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

- b) The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.
- c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below.

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage.)
- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

## **Section 2.2**

- a) **Regular Employees** - A Regular Employee shall be considered as such an employee of the Company when:
- i. the employee has completed his/her probationary period;
  - ii. the employee makes himself/herself available to the Company for full time employment.
- b) **Regular Part-time Employees** shall:
- i. be hired on an incidental and temporary basis to provide for additional manpower;
  - ii. be carried on a Regular Part-time Employees separate Seniority List in the Terminal.
- c) Relief Drivers will be utilized to cover shifts of known absences and vacancies from the operating shift schedule.

## **Section 2.3 - Probationary Period**

- a) All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days from their seniority date.
- b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period. The termination of a probationary employee shall be without recourse under the Grievance Procedure.
- c) An employee still within his/her probationary period will be dispatched on a seniority basis wherever he/she is qualified.
- d) No Employee, regardless of Division or Terminal, shall be required to serve more than one (1) probationary period.
- e) In the event an employee has an absence greater than seven (7) days (calendar days), their probation will be placed on pause and will resume once the employee returns to work.

## **ARTICLE NO. 3 - GENERAL**

### **Section 3.1 - Management Rights**

- a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments and to alter from time to time, rules and regulations to be observed by employees. These rules and regulations shall not be inconsistent with this Agreement. The Company shall exercise their rights in a fair and non-discriminatory manner.
- b) The Company shall always have the right to hire, and to discipline, demote or discharge employees for just cause.
- c) When an Employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the Employee is entitled to have, at his or her request, their choice of an available representative of the Union in attendance. The Employee and the Union representative will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the Employee will be given the opportunity to provide a full explanation as part of the investigation hearing.

In instances when an Employee is unable to make themselves available to meet, the Company may use, as a method of last resort, registered mail to deliver the discipline with a copy to the Union Office.

- d) An employee will receive a copy of any disciplinary record placed on their file, including written reprimands with a copy to the Union office. However, the incident causing such disciplinary record will not be taken into account, to compound other disciplinary action taken against the employee, if the incident is more than twelve (12) months old . Any discipline will be issued to the employee within eight (8) days of the incident (excluding weekends and holidays), providing no further investigation is required, or at the conclusion of said investigation.
- e) Discipline will be issued to the employee through the following method:
  - (1) Face to face meetings.
- f) If the Company wishes to discharge or discipline a Shop Steward, they will notify the Union in writing at least one (1) full day before commencing such action.

### **Section 3.2**

- a) The Employer agrees not to entere, either orally or in writing, into any agreement of contract with the Employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.
- b) The Union members shall elect, or the Union may appoint, as many Shop Stewards as the Union deems necessary. Upon written notice to the Company of such election or appointment, the Company shall recognize such Shop Steward, and shall not discriminate against him/her for lawful Union activity.
- c) In the event of a layoff or a reduction in the work force, the Chief Shop Steward shall be given preference of employment, provided the work force remains at twenty (20) or more drivers.
- d) The Chief Shop Steward shall remain employed until the remaining five (5) employees in a layoff. The Union will have the right to appoint a Shop Steward from the remaining employees.

### **Section 3.3**

The Company shall have the right to determine the number of Lead Hand required. However, the Company shall designate one (1) Union Member, from among the bus drivers, as a Lead Hand, when they employ twenty (20) or more bus drivers per site/division. Lead Hand will not be affected by Article 4 - Seniority, Section 4.3 (a), except when the work force drops to twenty (20) or less bus drivers, in which case only one (1) Lead Hand will be exempted from the seniority provision.

## **ARTICLE NO. 4 - SENIORITY**

### **Section 4.1**

- a) Seniority shall be based on the length of continuous service an employee within this bargaining unit, subject to Section 4.3 of this Article.
- b) At time of hire, all Employees will indicate their desire in writing, to be either a Full-time or Part-time Employee.

Upon completion of training and until such a time that a full time position becomes available the Employee(s) who indicated their intention for a full time position will be placed on a waiting list. During this stage the employee will be offered if available part time work.

Once a piece(s) of work becomes available, the Employer will assign the "Run" to the newly hired Employee(s). The Assignment of these "runs" will be done under the principle of seniority. All the assigned run(s) will be posted for bid at the next mini or general bid through the mechanisms contained within the Collective Agreement. The date at which the Employee(s) was assigned a permanent full time piece(s) of work will constitute their Full time seniority date.

Should that Employee refuse the position, they shall remain on the Part-time seniority list, with their training completion date referenced as their Part-time seniority date. Said Employee will remain on the Part-time seniority list until such time as they "Bid" on a Full-time position through the mechanisms contained within the Collective Agreement.

Upon completion of training, drivers who have indicated their desire for part-time work will be assigned a run or piece(s) of work from the available runs or pieces of work that is less than the minimum hours for full-time work. This will be done by seniority based on the driver's date of hire. The driver will be placed on the Part-time Seniority List with their seniority date reflecting the date they were assigned or first bid into Part-time work.

If more than one (1) Employee has completed their training and orientation phase on the same date they will be referenced (i.e. Listed or Ranked) on the waiting list by random draw.

If in the event a conflict exists between the current seniority list and this interpretation all drivers hired prior to ratification will retain their position on the seniority list at the time of ratification subject to the rest of this Article. All drivers hired after ratification will be subject to this interpretation.

## Section 4.2

An employee shall lose all seniority rights for any one or more of the following reasons:

- i. voluntary resignation, or promotion beyond the scope of this Agreement
- ii. discharge for cause;
- iii. failure to return to work after layoff under Section 4.3 of this Article.
- iv. failure to return to work after an approved leave of absence.
- v. by going on Long Term Disability after the completion of the Short Term Disability period or a medical leave of twelve (12) months or greater. If, at the end of a twelve (12) month period, the employee is not ready to return to work the employee may make an application for an extension, which must be approved by both the Company and the Union and will not be unreasonably denied.

## Section 4.3

- a) Seniority shall prevail in the event of layoffs, with the junior employees being laid off first, provided the remaining employees are qualified for the remaining work.

Full-time (regular driver) drivers experiencing a layoff will have the right to displace any Part-time worker within the Unit without any adverse effect to the recall period.

Full-time employees exercising this option shall be placed on the top of the part-time seniority list. Should the employee fail to accept the next available Full-time shift, they shall be placed on the part-time seniority list where their date of hire places them.

- b) The Company agrees to re-hire laid off employees on a seniority basis, provided they are qualified for the work, commencing with the most senior employee laid off. When recalling any employee to work after being laid off, he shall be notified by telephone or delivery methods with a receipt of delivery to the Union office, or registered mail directed to the employee's last known address and such employee will be allowed seven (7) days to report to work from the receipt of delivery or from the day the Company makes contact by telephone.

An employee has the right to one (1) refusal on call back on work of two (2) weeks or more, during the first year of a layoff. A second (2<sup>nd</sup>) refusal from said employee shall result in loss of seniority.

- c) Any employee who has been on layoff for twelve (12) consecutive months, shall be removed from the seniority list and the Company shall be under no further obligation to such employee.

- d) By mutual agreement, the Parties may implement a Voluntary Layoff process to minimize financial hardship to employees with minimal seniority within the Bargaining Unit facing a layoff position. All requests and agreements within this clause between the Parties must be in writing.

The Employer will notify the Local Union of how many positions are being considered, the names of the effected Members, as well as the expected date for any layoffs.

The Employer will post a notice to the employees of the pending layoffs. The notice will ask for Employees, otherwise unaffected by the layoff, to volunteer to accept a layoff outside of the seniority order. Under no circumstances will the ratio exceed that of one (1) volunteer for one (1) scheduled employee facing a layoff. A copy of this notice will be provided to the Local Union.

Should an Employee accept a Voluntary Layoff, the Employer will be required to do the following at the time of layoff:

- The Employer will issue a written notification of recall to the Member, with a copy to the Local Union, with a recall date of no greater length than six (6) months from the date of the layoff.
- The Employee will confirm all contact information with the Employer prior to leaving on the layoff.
- The Employer will provide a R.O.E. coded "A" Laid Off.

Should a recall of Members commence, the following will take place:

- The senior Member on Voluntary Layoff will be offered recall first.
- After voluntary members are recalled based on seniority, the normal process of recall will apply to non-voluntary laid off employees.

Recall of any Member on Voluntary Layoff, or laid off under Section 4.3, will be by telephone and Registered Mail.

- e) Unless under emergency circumstances or adverse conditions outside the Company's control, there will not be any Part-time drivers working while Full-time drivers are experiencing layoffs. In cases of emergencies or adverse conditions outside the Company's control, the Company shall meet with the Union to discuss resolution to the situation.

#### **Section 4.4**

- a) The Company will post and maintain Seniority Listing every month, and forward a copy to the Union office. Any employee wishing to protest his seniority must do so formally in writing, to his Supervisor and the Union office within thirty (30) days of the seniority list being posted.
- b) Lists will be made up as follows:
- i. Regular Employees
  - ii. Regular Part-Time Employees
- c) In the event a Regular Part-time Employee is hired on a full-time basis, he shall be placed at the bottom of the Regular Employees' Seniority List.
- d) Upon request, the Employer will provide the Union with an overview of the usage of all part-time workers.
- e) If a Full-time (regular driver) chooses to change their status from a Full-time driver to a Part-time driver, they will be placed at the bottom of the Part-time list.

#### **Section 4.5**

No Part-time Employee will be used when a Regular Employee is available for, and desires, that work.

**Section 4.6**

The Company will immediately post copies of the Dispatch Rules. The rules will be kept current, any changes to the rules will be posted as soon as the rule changes become effective. The Parties agree to meet Annually, and as required by request of either parties, for the purpose of reviewing the Dispatch Rules, the Local Union will establish an appropriate committee for this process. The present rules now in effect will remain in effect until changed by the mutual agreement of the Company and the Union.

**Section 4.7**

The Chief Dispatcher will not be used for any work covered by this Agreement. Assistant Dispatchers or Part-time Employees will only be used when Regular Employees are not available.

**Section 4.8**

- a) Company-authorized Leave of Absence, for any other reason than ill health, shall be in writing, and will consist of a maximum of thirty (30) working days. Any extension of Leave of Absence over thirty (30) working days shall be in writing, and agreed upon by the Union, the Company and the employee concerned. The Company will notify the Union of all Leaves granted.
- b) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the employer for a period not to exceed one (1) year. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the one (1) year, the employee must return to his/her former position or relinquish all seniority rights with the Employer.
- c) The Company will allow employees within the bargaining unit, covered by this Collective Agreement, an appropriate Leave of Absence without pay, to serve on a Union Committee. Such request shall be in writing to the Company from the Union with as much advance notice as possible, and such request shall not be unreasonably withheld.

**ARTICLE NO. 5 - PAY AND WORKING CONDITIONS**

**Section 5.1**

- a) The following rates will apply:

**Rates of Pay:**

	<u>Oct. 1, 2018</u>	<u>April 1, 2019</u>	<u>April 1, 2020</u>
Edmonton & Greater Edmonton Area (Hourly Rate)	\$26.56	\$26.66	\$26.76

A “day” is defined as any combination of on-duty hours to a maximum of ten (10) hours within a sixteen (16) hour period followed by eight (8) consecutive hours off, and must be in compliance with NSC. Any hours worked over ten (10) hours within the sixteen (16) hour period is paid at overtime rates.

New Work – for any new work outside the Greater Edmonton Area, the Company will pay the regular hourly rate for a minimum of eight (8) hours per day and applicable overtime until such time as the Company and the Union negotiate a rate specific to the new work.

- b) When the company designates a Lead Hand their rate will be their work time rate for bus drivers, plus five percent (5%).

## **Section 5.2 - Hours of Work**

- a) Effective on the date of ratification, the hours of work for all Regular Employees will be Saturday to Friday. Regular Employees will normally work between thirty-five (35) and forty (40) scheduled hours per week, subject to scheduled shifts.
- b) Shifts will be defined in the Dispatch Rules.
- c) An employee is entitled to overtime for all hours worked outside their regularly scheduled hours.
- d) Effective date of Ratification, the Company will pay overtime as follows:
  - a. Hours worked over the regularly scheduled hours of work up to forty-five (45) hours in a given week, will be paid at straight time (1x).
  - b. Any hours worked over forty-five (45) hours in a given week shall be paid at time and a half (1 ½ x).
  - c. For modified work schedule as outlined in the dispatch rules outside of the greater Edmonton area, overtime will be calculated by averaging the employee hours over a three (3) week period. Paid out when above over a fifty (50) hour a week average.
- e) All hours worked on Statutory Holidays will be paid at one and one half (1 ½) times the straight time rate of pay.
- f) Employees who report to work on their regular scheduled day off will be paid at the applicable overtime rate of pay for all hours worked in that day, provided that they have made themselves available for all regularly scheduled shifts.

## **Section 5.3**

Wherever possible adequate parking facilities, with plug-ins, will be made available for employees' cars.

## **Section 5.4**

Preference of equipment will be given to senior employees, where possible.

## **Section 5.5 - Uniforms**

- a) The Company shall pay the total cost of the uniform. The uniform will be of Company choice, and will consist of one (1) jacket, four (4) shirts and two (2) pants. The Employer will ensure that the uniform properly fits. Should the pants require hemming then the employer shall assume responsibility. The said uniform will be maintained by the driver.
- b) In order to maintain a professional appearance the Company will contribute an annual two hundred dollar (\$200.00) uniform allowance, for the upkeep of a driver's uniform in accordance with the Company's Uniform Policy, after the completion of one (1) calendar year of continuous employment with the Company.
- c) Upon termination with the Company, the uniform will be returned to the Company.
- d) If required as part of PPE on a client site, the Company will reimburse up to one hundred and fifty dollars (\$150.00) every three (3) years for CSA approved boots. Reimbursement is provided to drivers following ninety (90) days on said client site.

## **Section 5.6**

- a) Any Company-requested, physical or medical examination shall be promptly complied with by all employees, providing however, that the Company shall pay for such physical or medical examination, and for all time lost as a result thereof, during his regular working hours.
- b) Drivers who have completed one (1) or more years of employment with the Company and who are required to take a Government physical for the purpose of their Vehicle Operator's License, will be reimbursed up to a maximum of one hundred and twenty-five dollars (\$125.00) for such physical examination upon presentation of a receipt showing the driver has paid for such examination.

The Company reserves the right to request a medical certificate after three (3) consecutive days of absence. If the Company directs an employee to attend a doctor, the Company will pay for the medical certificate.

## **Section 5.7 - Bereavement Leave**

Regular employees, who have completed their probation period with the Company, shall be entitled to Bereavement Leave as follows:

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

Such employee will be paid at his regular straight-time hourly rate of pay, for hours lost from his regular schedule for each working day lost, and they shall be paid to a maximum of thirty (30) hours at the current applicable rate.

The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift.

A regular employee's immediate family is defined as an employee's spouse, mother, father, step-mother, step-father, sons, daughters, step-sons, step-daughters, sisters, brothers, mother-in-law, father-in-law, aunts, uncles, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law, common-law spouse, step children, step parents, and as further defined by the Alberta Employment Standard Code.

## **Section 5.8 - Jury Duty**

Any Regular Full-time employee, who is required to perform jury duty or jury selection service, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for jury duty or jury selection service, or witness fee, and his regular straight-time hourly rate of pay, for his regular hours of work.

The employee will be required to furnish proof of jury selection service or witness attendance, and jury duty pay or witness fee received. An employee on jury duty or jury selection service, or called as a witness, shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

This clause does not apply to an employee on Leave of Absence, or when receiving benefits under the Health and Welfare Plan, or when on annual vacation or Workers' Compensation.

## **ARTICLE NO. 6 - STATUTORY HOLIDAYS**

### **Section 6.1**

All employees shall be entitled to eleven (11) Statutory Holidays. The said Statutory Holidays are:

New Year's Day	Victoria Day
Good Friday	Thanksgiving Day
Canada Day	Remembrance Day
Civic Day	Christmas Day
Labour Day	Boxing Day
Family Day	

### **Section 6.2 - Statutory Holiday Pay**

Payment for the above mentioned Holidays shall be in an amount equal to four point four percent (4.4%) of the gross earnings of the employee. All employees will receive Statutory Holiday pay every payday, or in December, prior to December 31<sup>st</sup>, as directed by every employee once per year.

## **ARTICLE NO. 7 - VACATIONS**

### **Section 7.1**

Upon completion of one (1) year of service, all employees shall receive two (2) weeks vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages of the employee during the year in which he qualified for such vacation.

### **Section 7.2**

Upon completion of four (4) years of service, all employees shall receive three (3) weeks vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee during the year in which he qualified for such vacation.

### **Section 7.3**

Upon completion of ten (10) years of service, all employees shall receive four (4) weeks vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the employee during the year in which he qualified for such vacation.

### **Section 7.4**

The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees. On a yearly basis, allotment of vacation weeks will be bid in the December General bid period. Unless operational needs dictate otherwise, a maximum of five percent (5%) of the active drivers will be allowed off on vacation at any given time. Upon completion of the allotment of vacation weeks, drivers will have the ability to book vacation in single day allotments.

## **Section 7.5**

All employees will receive vacation pay one (1) week prior to their booked vacation, or every payday, or in December, prior to December 31<sup>st</sup>, as directed by every employee.

All employees (other than those who have elected to receive it every payday) may request vacation payout during the year as required. Such request must be greater than one hundred dollars (\$100.00) and will be paid on the next paycheque and listed as a separate and distinct from the driver's normal wages.

## **Section 7.6**

Vacation pay Accrual for Statutory Holidays

If an employee is on vacation that incorporates, or is adjacent to, a Statutory Holiday where that employee is not scheduled to work, then a vacation day will not be deducted from the employee's vacation entitlement.

For the purpose of this Article, vacation week shall mean seven (7) consecutive calendar days away from work – five (5) earned vacation days and two (2) non-paid days.

## **ARTICLE 8 - HEALTH AND WELFARE AND PENSION**

### **Section 8.1 - Health and Welfare Plan**

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

- a) A Regular Employee that works a minimum of thirty-five (35) hours of regularly scheduled shifts each week shall join the Health and Welfare Plan.
- b) Any Regular Employee or member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following thirty (30) calendar days from the date of employment with the Company.
- c) It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan and for making premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees will cause the Company to be liable for any claims arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- e) The Employer shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to applicable Insurance underwriters.
- f) The cost of the Plan shall be borne as follows:

Seventy-five percent (75%) by the Company and twenty-five percent (25%) by the participating member.

The cost of Alberta Health Care Insurance shall be borne by the employee. The premiums payable by the employee shall be made by payroll deduction and made once monthly.

## **Section 8.2 - Pension Plan**

The Employer shall contribute three dollars (\$3.00) for each hour for which wages are payable hereunder for all Regular Employees that work a minimum of thirty-five (35) hours on a regularly scheduled shift each week, to Teamsters Prairie Provinces Pension Plan.

1. Contributions, as referred to in the above clause, shall be remitted monthly, by the fifteenth (15th) day of the month following that to which they refer, together with a form, supplied to the employer by the Union, which shall provide full instructions.
2. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows;
  - I. The Union will advise the Company, in writing, of any delinquency.
  - II. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
  - III. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

## **Section 8.3 - Health and Welfare Protection**

When an employee goes off work ill, or on Compensation, the Company shall continue to pay both their Health and Welfare premiums and Union Dues, so that the employee shall be protected to the utmost, provided:

- a) the employee reimburses the Company for such contributions normally paid by said employee, and is at no time more than three (3) months in arrears, and
- b) When the employee returns to work, the Employer shall deduct from their earnings any monies the Company has paid out in respect to their contributions.
- c) In the event an employee does not return to work and the employee refuses or neglects on demand at their last known address to make restitution for such monies paid out for Health and Welfare premiums, the Union shall then reimburse the Company for said amount but will be no more than three (3) months' worth of the contributions.
- d) the period of such coverage shall exceed forty-four (44) weeks only by mutual agreement by the two Parties

## **ARTICLE NO. 9 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND**

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.

- a) The Company will make contributions of five cents (\$0.05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement.
- b) Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.
- c) This payment will be independent and separate from any other payment made to the Teamsters Union.

## **ARTICLE NO. 10 - GRIEVANCE PROCEDURE**

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

### **Section 10.1 - Step 1**

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

Time limit to institute a grievance:

- I. termination or layoff - ten (10) days
- ii. all others- thirty (30) days

However, such employee will be entitled to representation by a Shop Steward or Union representative.

### **Section 10.2 - Step 2**

Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union, or Shop Steward, and the Company Supervisor.

### **Section 10.3 - Step 3**

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

### **Section 10.4 - Step 4**

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

### **Section 10.5 - Step 5**

Failing settlement under Step 4, the Parties may elect by mutual agreement to convene the Canadian Joint Grievance Panel (C.J.G.P.) to render a decision. The Parties agree that such decisions will be binding, however, will not set precedent in any future grievances regarding the same issue. The cost of the Panel Hearing shall be shared equally between Parties. Should the Parties not reach a mutual agreement on either of the above, the matter will be referred to an agreed upon, neutral Arbitrator, who will meet with the Board to hear both sides of the case.

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

The Arbitrator's decision will be final and binding, and shall be applied forthwith.

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

### **Section 10.6**

Shop Stewards will not lose any pay for time spent in discipline meetings.

## **ARTICLE NO. 11 - NO STRIKES OR LOCKOUTS**

The Company agrees that it will not cause, or direct, any lockout of its employees, and the Union agrees that there will be no strikes, or other collective action, which will stop, or interfere with, production, during the life of this Agreement.

It shall not be a violation of the Agreement nor shall it be cause for discipline for any employee to refuse to cross a legally established picket line.

## **ARTICLE NO. 12 - TERMINATIONS**

### **Section 12.1**

This Agreement shall become effective as of April 1, 2018 until March 31, 2021, except as otherwise provided in this Agreement, and shall continue in full force and effect until a new Agreement is concluded, as hereinafter provided.

### **Section 12.2**

Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party, not less than ninety (90) days prior to the thirty-first (31) day of March 2018.

### **Section 12.3**

In the event the Parties are unable to conclude a new Agreement, following the giving of notice as provided in Section 12.2 above, the Parties hereby agree to request the Minister of Labour to refer all outstanding matters in dispute to a Sole Arbitrator, whose decision will be binding.

### **Section 12.4**

The Sole Arbitrator shall be constituted, and shall carry out all functions and powers as set forth in Part 2, Division 15, Section 93 of the Labour Relations Code.

## **ARTICLE NO. 13 – MENTAL HEALTH AWARENESS**

13.1 The Company agrees to have a program available for employees that will provide assistance and awareness to mental health related issues.

## **ARTICLE NO. 14 – HEALTH AND SAFETY**

14.1 The Employer and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

### **14.2 Complaint Procedure**

Any complaint involving allegations of discrimination or harassment may be reported in confidence directly to the Site Manager or the Union. The complainant will fill out the harassment complaint form.

Once a complaint(s) is brought forward, both the Employer and the Union must be made aware of the complaint in writing. A Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved – the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint.

**ARTICLE NO. 15 – SAVING CLAUSE**

15.1 Both Parties assume that any or all provisions of this Agreement conform with all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the Parties hereto agree to renegotiate such provision or provisions, for the purpose of having them conform to the law, with all other provisions of this Agreement not being affected.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

**ON BEHALF OF THE COMPANY:**  
Diversified Transportation Ltd.

**ON BEHALF OF THE UNION:**  
General Teamsters, Local 362

\_\_\_\_\_  
Willie Hamel, Vice President,  
Employee Transportation

\_\_\_\_\_  
Ryan Adams, Business Agent

\_\_\_\_\_  
Joel Trudel, Director of Operations

\_\_\_\_\_  
Olivier Baril, Contract Manager  
Edmonton Operations and Charter

**LETTER OF UNDERSTANDING #1**

**BETWEEN:   DIVERSIFIED TRANSPORTATION LTD**  
**Industrial Division**  
(Hereinafter referred to as the "Company")

**AND:       GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
(Hereinafter referred to as the "Union")

The Parties hereby agree as follows:

The Company agrees, for the duration of this Agreement, to remit permit fees of one hundred dollars (\$100.00) per month per bus provided by the sub-contractor working under contract to the Company. The Company agrees that the use of sub-contractors is a last resort as a solution, for example, weather, employee shortages, or bus shortages, and the Company agrees to not circumvent the Collective Agreement by using sub-contractors for an extended period of time. It is further understood that wherever possible, the buses will be allocated as need dictates, but unionized drivers covered under this Collective Agreement will be utilized first. Where this is not possible, the Company agrees that they will utilize union drivers first whenever possible.

Such monies will be remitted to the Head Office of the Local Union separately from the dues as outlined in Article No. 2.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

**ON BEHALF OF THE COMPANY:**  
Diversified Transportation Ltd.

**ON BEHALF OF THE UNION:**  
General Teamsters, Local 362

\_\_\_\_\_  
Willie Hamel, Vice President,  
Employee Transportation

\_\_\_\_\_  
Ryan Adams, Business Agent

\_\_\_\_\_  
Joel Trudel, Director of Operations

\_\_\_\_\_  
Olivier Baril, Contract Manager  
Edmonton Operations and Charter