

## **ALBERTA AGREEMENT**

This Agreement entered into this 7<sup>th</sup> day of December 2018, shall be in force and effect as hereinafter particularly specified.

Between:     **STREAM LOGISTICS**  
                  (hereinafter referred to as the "COMPANY")  
                  OF THE FIRST PART,

And:  
**WESTERN CANADA COUNCIL OF TEAMSTERS**  
**GENERAL TEAMSTERS LOCAL UNION NO. 362**  
                  (hereinafter referred to as the "UNION")  
                  OF THE SECOND PART.

January 1, 2019 – December 31, 2021

## TABLE OF CONTENTS

SCOPE OF THIS AGREEMENT .....	1
APPLICATION.....	1
UNION SECURITY.....	1
Union Hiring Hall .....	1
Union Label .....	1
PROBATIONARY PERIOD .....	2
PART-TIME EMPLOYEES.....	3
LEADMAN .....	3
MANAGEMENT RIGHTS.....	4
GENERAL CONDITIONS .....	4
Bulletin Boards .....	4
Written Reprimand .....	4
Warning Letter.....	4
Shop Stewards .....	4
Parking .....	5
HEALTH AND WELFARE PROTECTION .....	5
BEREAVEMENT LEAVE.....	5
JURY DUTY .....	6
PHYSICAL EXAMINATION.....	6
SENIORITY .....	7
Seniority.....	7
Temporary Absence.....	8
Seniority Listings .....	8
LAYOFF PROCEDURES .....	8
TERMINATION OF SENIORITY .....	9
PART-TIME WORK .....	9
LEAVE OF ABSENCE.....	10
Compassionate Reasons .....	10
Loss of Drivers License.....	10
Union Committee .....	10
Work for the Local Union .....	10
Position within the Company .....	10

SAFETY CONDITIONS.....	11
Maintenance of Equipment. ....	11
Forklifts .....	11
Docks .....	11
Steps .....	11
Washrooms .....	11
Lunchrooms .....	11
First Aid provisions.....	11
 PAY AND WORK CONDITIONS.....	 11
Statement.....	12
Vacation Pay .....	12
Error .....	12
 MEAL PERIODS .....	 13
 BREAKS.....	 13
 UNIFORMS AND PROTECTIVE CLOTHING.....	 13
Safety Shoes or Boots.....	14
 VACATIONS.....	 14
Vacation lists .....	14
 GENERAL HOLIDAYS .....	 16
 OTHER UNION CONTROVERSY .....	 17
 VALIDITY OF ARTICLES.....	 17
 GRIEVANCE PROCEDURE .....	 18
 TERM OF AGREEMENT .....	 19
 APPENDIX "A" - COVERS HOURS OF WORK, OVERTIME PROVISIONS AND RATES FOR ALL EMPLOYEES .....	 20
Hours of Work.....	20
Rates of Pay.....	22
Part Time Employees Guarantee.....	23
Banked Overtime .....	23
 APPENDIX "B" - COVERS HEALTH AND WELFARE PLAN - ALBERTA .....	 24
Sick Leave.....	25
 APPENDIX "C" - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND.....	 26
 APPENDIX "D" - TEAMSTERS LOCAL 362 PENSION PLAN – Full Time Employees.....	 27
 LETTER OF UNDERSTANDING #1 .....	 28
Article 9.02 .....	28

## **ARTICLE NO. 1.01 - SCOPE OF THIS AGREEMENT**

This Agreement shall apply to all employees as enumerated. In all areas where the language in this agreement refers to the male gender such language shall also mean the female gender and no discrimination between the sexes is intended or implied.

## **ARTICLE NO. 1.02 - APPLICATION**

All employees working for the Company as outlined in Article 2.01 A and as enumerated in the following Appendices hereto annexed and forming part of this Agreement:

Appendix "A"	Covers Hours of Work, Overtime Provisions and Rates of Pay
Appendix "B"	Covers Health and Welfare Plan Alberta,
Appendix "C"	Covers Pay and Working Conditions for Regular Employees hired after November 3, 1987.
Appendix "D"	Teamsters Local 362 Pension Plan – Full Time Employees

## **ARTICLE NO. 2.01 - UNION SECURITY**

- A. The Company agrees to recognize the Union as the sole Collective Bargaining Agent for the employees of the Company for whom it has bargaining rights or for whom it has been granted voluntary recognition in the work categories falling within the area jurisdiction of this Agreement.
- B. It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully co-operate individually and collectively for the advancement of conditions
- C. The Union, as well as the Members thereof, agree at all times as fully as it may be within their power, to further the interests of the Trucking Industry.
- D. When additional employees are required within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend preferential hiring consideration to Teamsters Union Members who meet the Company's qualifications, requirements and who apply for employment.
- E. It shall not be a violation of this Agreement for an employee to post the Teamsters Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label to be of a size not in excess of three inches by four inches (3"x4"). Said label not to be attached to any glass area. Said label may be attached to the glass area provided the Company Safety Department agrees it will not obstruct vision.
- F. The Union and the Company will co-operate and participate in the implementation of the employment equity act.
- G. Should any other category or classification of employees become necessary within the bargaining unit, the Company and the Union shall immediately negotiate a classification and wage rate for these employees. Should the parties fail to agree on such terms the matter shall be referred to a neutral arbitrator as provided in Article 13.

**ARTICLE NO. 2.02**

It is agreed that as a condition of employment, each employee shall within seven (7) days of commencing employment hereunder, become and remain, a Member in good standing of the Union.

**ARTICLE NO. 2.03**

- A. Each new employee when hired by the Company, will be informed by the Company, that he is to sign an authorization card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessorial charges as levied against him by the Union and so indicated on the monthly check-off lists as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the 15th day of each month following the month in which the deductions were made. Dues will be payable one month in advance.
- B. Authorization cards shall be furnished by the Union and shall be in accordance and as prescribed by the applicable Labor Relations Act.
- C. The Company shall furnish to the Union, a list of new employees taken into employment by the Company stating the initial date and location, within fourteen (14) days of their being hired and all such employees will be added to the current Check-off List.

**ARTICLE NO. 2.04**

- A. Except as otherwise herein provided, all storing and handling of merchandise and other goods, or materials, including containers, shall be carried on by employees of the Company, Members of the Union where such work is under the control of the Company.
- B. The Company shall not sell or lease equipment, which has the effect of evading the terms of this Agreement.
- C. The Company agrees that they will not contract out any work that is currently being performed by bargaining unit members which would have the effect of causing a lay-off.

**ARTICLE NO. 2.05 - PROBATIONARY PERIOD**

All newly hired employees for regular employment shall be considered as probationary employees for the first ninety (90) calendar days from date of hire.

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period. However, such employee will not be laid off or discharged for the purpose of forcing an additional probationary period.

An employee shall be classed as a Regular Employee of the Company when:

- i. He has completed his probationary period.
- ii. He makes himself available for full time employment or as he may be needed.
- iii. He has no other outside employment which will in any manner interfere or reflect upon his employment with the Company.
- iv. He has fully qualified in regards to the Company-approved Physical Examination or other normal Company requirements.

**ARTICLE NO. 2.06 - PART-TIME EMPLOYEES**

- A. All persons employed to supplement the regular hourly work force to provide additional help on an incidental basis to cover peak work periods shall be classified as Part-time Employees.
- B. Upon completion of one hundred and thirty (130) hours work within any thirty (30) calendar days, an employee shall become a Regular Employee and shall be entitled to all rights and privileges of this Agreement. His Seniority shall be calculated from the first day of that thirty (30) calendar day period.
- C. A Part-time Employee shall:
  - i. Be carried on a Part-time Roster and where practicable shall be called into work according to their position on the Roster.  

Where an employee has outside gainful employment, he shall not be carried on the Part-time Roster ahead of an employee who has no outside gainful employment.
  - ii. Be given first opportunity to qualify as Regular Employees as openings become available and will then be placed at the bottom of the Regular Employee's Seniority List providing they meet all Company qualifications and requirements.
  - iii. Be allowed to operate forklifts and freight handling equipment.
  - iv. Not be called in to work outside an established shift if Regular Employees are available and willing to accept that work.
- D. There will be a maximum of three (3) part-time employees for every one (1) full-time employee.

**ARTICLE NO. 2.07**

The necessity of the classification of a Leadman (Chargehand) shall be at the discretion of the Company and he shall be a regular employee who shall direct the work of the others while performing the same work himself.

He shall not have the authority to directly hire, fire, suspend or discipline employees.

He shall be a member of the Union.

Seniority in the unit shall prevail for layoff purposes.

Where the Company designates that a Leadman (Chargehand) is required, a bid will be posted and the position will be filled by the senior person that applies for the position, provided the employee can do the job.

Such bids for that position will be posted for forty-eight (48) hours at that location.

**ARTICLE NO. 2.08**

Supervisors and other employees of the Company outside the scope of this Agreement shall not perform the regular duties of employees within the Bargaining Unit.

### **ARTICLE NO. 3.01 - MANAGEMENT RIGHTS**

- A. The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- B. The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- C. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its Terminals, operations, properties or any of its parts thereof. However, the Company will provide thirty (30) days advance notice if possible to the directly affected employees and the Union of a Terminal closure or re-domiciling of a Linehaul Driver unit.

### **ARTICLE NO. 4.01 - GENERAL CONDITIONS**

- A. The Company will provide Bulletin Boards at its Terminals on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its Members. All Union Notices are to be dated and signed by an Official of the Union.
- B. An employee will receive a copy of any Written Reprimand or Warning Letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if the incidents are unrelated or if such written reprimands or warning letters are more than twelve (12) months old.
- C. The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to grievance procedures except as otherwise provided herein.
- D. The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

The Union shall supply the Company Labour Relations Department on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.

Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

The Company will notify the Union prior to the dismissal of any Shop Steward.

- E. Authorized Agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Company's working schedule.

- F. This Agreement shall be binding upon the Parties hereto or their successors, Administrators, Executors and assigns.

In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof, shall, without recourse to the vending company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

- G. Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed Terminals, plug-in outlets where necessary, and car parking space will be made available to regular employees.
- H. All employees must obtain and hold the required security clearance, currently at the "reliability level" as a condition of employment. Should security clearance requirements change, all employees will obtain and hold what is required. Failure or refusal to obtain or hold the required security clearance will result in termination due to not meeting conditions of employment.

#### **ARTICLE NO. 4.02 - HEALTH AND WELFARE PROTECTION**

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

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

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

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

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

#### **ARTICLE NO. 4.03 - BEREAVEMENT LEAVE**

Regular Employees shall have Bereavement Leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, Bereavement Leave for the three (3) working days immediately following the day of death.

In the event the funeral is held on an employee's regular workday other than the three (3) working days immediately following the day of death, the employee will be granted upon request, leave on that day to attend the funeral.

The employee will be compensated at his regular straight time hourly rate for hours lost from his regular schedule for the Bereavement Leave in the three (3) working days immediately following the day of death. Should the Employee be required to travel in excess of six hundred kilometers (600km) round trip to attend funeral services, the Employee shall be compensated for a fourth (4<sup>th</sup>) day at his regular straight time hourly rate for hours lost from his regular schedule.



The employee will be compensated at his regular straight time hourly rate for hours lost from his regular schedule for the Bereavement Leave in the three (3) working days immediately following the day of death. Provided the employee attends the funeral and that day is one other than one of the three (3) working days immediately following the day of death, the employee shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day of the funeral.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, stepsons, stepdaughters, grandchildren, employee's grandfather or grandmother and the employee's spouse's grandfather or grandmother.

Stepfather and stepmother will be recognized provided such stepfather or stepmother had the status of the employee's father or mother.

Note: (The "spouse" of the employee shall be defined as the spouse on record with the Company's Personnel Department.)

The Company may require an employee to provide proof of death of a member of the employee's family for which he is claiming Bereavement Leave. Such proof will include place, time and date of death.

#### **ARTICLE NO. 4.04 - JURY DUTY**

Any regular full time employee who is required to perform Jury Duty, 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 or is required to appear as a witness in a court action resulting from an incident which the employee has or had no personal or vested interest, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or Witness Fee, at his regular straight time hourly rate of pay for his regular scheduled hours of work.

Upon notification of being required to appear for Jury Duty or Witness attendance, the employee will advise the Company and arrangements for the employee's absence to attend which is suitable to both the Company and the employee, will be made at that time.

It is understood that such reimbursement shall not exceed eight (8) hours per day and shall not exceed forty (40) hours per week for hourly paid employees.

The employee will be required to furnish proof of Jury service or Witness attendance and Jury Duty Pay or Witness Fee received. An employee on Jury Duty, 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. Any employee on jury duty, or called as a witness, or called for jury duty selection, shall, subject to this provision, make himself available for work provided the witness duty, jury duty selection or jury duty performed on any given day allows him time to report for work before his regular shift is completed. In any case, the employee will be allowed eight (8) free hours before being required to attend for jury duty, jury selection or witness. If and when the employee is required to appear as a witness, perform jury duty or appear for jury selection and those functions take a full day, the employee will not be required to report for duty until having had a full eight (8) hours off duty.

#### **ARTICLE NO. 4.05 - PHYSICAL EXAMINATION**

A. If the Company requires that job applicants have a physical examination, such examination shall be made by the Doctor chosen by the Company and the cost of such examination shall be borne by the Company.

- B The Company may require any employee who has been absent from work for an extended period of time due to serious injury or illness, to obtain clearance to return to work from a medical practitioner of the employees choice, prior to the employee's anticipated return to work date. In the event that the employee is returning to work under modified duties the employee will be provided with a form upon which the doctor will outline only the physical restrictions and not the diagnosis.

The Company, where reasonable circumstances exist, may require medical information. The employer will inform the employee of this reasonable need for additional information and allow the employee to respond with further information from the medical practitioner of the employee's choice. This medical information will also be limited to an outline of the physical restrictions and not the diagnosis.

In the event the Company, where reasonable circumstances exist, requests an independent evaluation of the employee's fitness to return to work, the Company and the employee's doctor will select a medical practitioner to examine the employee in regards to the employee's fitness to return to work. The findings of this medical practitioner shall be final. This medical practitioner will be advised that the medical information will be limited to an outline of physical restrictions and not the diagnosis.

Employees will be compensated for all lost time at the employee's regular straight time rate for the time required to obtain medical information referred to in this clause.

If a medical examination is scheduled outside of the employee's normal working hours, the employee shall be paid two (2) hours at the employee's regular straight time rate of pay.

The cost of all requested medical information will be paid by the Company.

An employee absent due to illness or injury shall update the Company as to the employee's return to work status, including the next scheduled doctor's appointment and/or possible return to work date and any work limitations if applicable, but not the diagnosis.

#### **ARTICLE NO. 5.01 - SENIORITY**

- A. The principle of Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job.
- B. Any employee wishing to transfer from one unit to another will make application to the Company in writing and will be given preference over a new applicant provided he can meet the Company qualifications.

When an employee transfers from one unit to another unit, he may retain his Seniority in his former unit for a maximum of thirty (30) calendar days.

In the event the specific job that the employee transfers to is discontinued within one hundred and eighty (180) calendar days and there is no alternate work in the unit for such employee, he may return to his former unit and maintain his previous Seniority status in that unit. This proviso does not apply to a layoff for lack of work and is restricted specifically to a job discontinuance.

#### **ARTICLE NO. 5.02**

- A. All vacancies will be posted for forty-eight (48) hours for bids. Seniority shall prevail for shift preferential, new jobs or vacancies provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shifts by a layoff or shift discontinuance, the senior employees may exercise their Seniority over junior employees in the same unit and be placed on a shift of their choice. The senior employees exercising the bump must advise the Company within forty-eight (48) hours as to which shift that they are bumping to. Failure to exercise this bumping privilege within the forty-eight (48) hours will disallow the bump. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

In the event the layoff or shift discontinuance is for a period of less than thirty (30) calendar days the employees affected must resume their normal shifts as work becomes available. However, if the layoff or shift discontinuance is for a period in excess of thirty (30) calendar days, the shift openings shall be considered new jobs as they become available and subject to posting and bidding as provided herein.

- B. In all bids referred to in this Article, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding and when he returns, he will be given an opportunity to bid or bump. If senior bidders are not assigned, the reasons thereto will be given to such senior employees.
- C. In the event none of the regular employees excluded from the call as required proviso bid the posted shift, the Company will designate that shift to the junior qualified call as required employee. Upon assignment of the bid, such employee will be removed from call as required status.
- D. Where there is a temporary absence of an employee for reasons other than vacation on a regular shift, and the Company is advised in writing by the employee or his doctor that the absence will be in excess of fifteen (15) consecutive working days, or whereby fifteen (15) consecutive working days of absence have occurred, the Company will then post this shift for bid as a temporary absence.

When the absent employee returns to work, all the employees who changed position due to the bidding process created by the temporary absence will return to the position held prior to the bidding process. In the event the absent employee does not return to work, the position bid and awarded shall be considered permanent.

#### **ARTICLE NO. 5.03**

Seniority shall be by Terminal Unit

#### **ARTICLE NO. 5.04**

The Company will post and maintain Seniority Listings for each Terminal Unit. Such up-to-date listings will be posted as of April 1st and October 1st of each year. Copies of current lists will be provided to the Local Union and the Company Labour Relations Department.

Any employee wishing to protest his Seniority date must do so by formally reducing his protest to writing and submitting same to his Supervisor and the Union within thirty (30) days of the posting of the Seniority List on which his name first appears.

Each Seniority List will contain the name of the employee and the official date he became employed as a Regular Employee of that unit.

#### **ARTICLE NO. 5.05 - LAYOFF PROCEDURES**

- A. When an employee is laid off for lack of work, then according to Seniority, they will have the right to fill, if qualified, any position which is open in one. Each employee filling such position shall take Seniority position in the new unit as if he were newly hired.
- B. Employees on layoff who are not recalled to work before the expiry date of the recall period shall be removed from the Seniority Lists and will be terminated from the employ of the Company. The Company shall be under no further obligation to such persons, except in the case where the layoff is a direct result of a labour dispute involving another company, in which case seniority will be carried for twelve (12) months and termination of employment will be effective at the expiration of the twelve (12) months for such employees.

Employees who have completed their probationary period with the Company in one (1) or more of the seniority units at time of last layoff – twelve (12) months.

- C. Employees recalled to work following a layoff shall be informed by double registered mail and he will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed in writing of any changes of address or telephone number.
- D. In the event the Company has occasion to recall laid off employees, the recall shall proceed in Seniority order as provided in Article No. 5.01 A. However, should the Company have immediate need for additional manpower for a single shift or trip when there are employees on layoff, employees may be recalled to provide that immediate need on the basis of availability provided an attempt is made to contact the most Senior man first.

Should the Senior Employee be unavailable or unable to report for the available work, the Company may call in less senior qualified employees that are on layoff to perform that work.

Should the work described in this Article be of a continuous nature, recall notice will be given as provided in Article No. 5.05 C.

In each instance where a Senior employee is not available for recall for immediate single shift or single trip work for the purpose of recall periods, it shall be deemed that he was. The junior employee who performs the work shall not begin a new recall period for performing this type of single shift or single trip work.

- E. In the event of a terminal closure, partial closure, or the expiration of a recall period that results in the termination of employment of an employee, the Company agrees to pay such employee regardless of age, severance as stipulated in Section 235(1) (a) and (b) of the Canada Labor Code.

#### **ARTICLE NO. 5.06 - TERMINATION OF SENIORITY**

Seniority once established for an employee shall be forfeited and his employment terminated under the following conditions:

- A. If he voluntarily quits.
- B. If he is discharged for proper cause
- C. If he fails to report for duty after a layoff in accordance with Article No. 5.05 C.
- D. In accordance with Article No. 5.05 B.

#### **ARTICLE NO. 5.07 - PART-TIME WORK**

- A. Part-time employees will not be used for the purpose of depriving regular employees of their regular hours of work on their regular shifts.
- B. If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part-time employees worked on his shift on that day he is laid off. This principle may be advanced on a daily basis.
- C. With the exception of "Call As Required" employees as provided in Appendix "B", Section 1.(d) and any regular employee who is not required on his regular shift on a daily basis shall be given the opportunity of performing available part-time work, for which he is qualified, and shall be entitled to eight (8) hours work and/or pay.

## **ARTICLE NO. 6.01 - LEAVE OF ABSENCE**

- A. When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leave, the employee shall retain and accrue Seniority only.
- B. Such leave may be extended for an additional period of thirty (30) calendar days when approved by both the company and the Union (in writing) and Seniority will accrue during such extensions.
- C. Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his Seniority rights and his name will be stricken from the Seniority List and he will no longer be considered an employee of the Company.
- D. An employee requesting a leave of absence for compassionate reasons will be given special consideration and may be required to substantiate the reason for such leave before returning to work. Any violation of this provision will be subject to disciplinary action.
- E. Drivers who suffer the loss of their drivers' license for non-medical reasons shall be allowed, upon written request to the Company, the opportunity to take a Leave of Absence for a period not to exceed fifteen (15) months. Such employee shall be allowed to bid, according to his seniority, a vacant position within his seniority unit. The employee may only take advantage of this Section once while in the employ of the Company.
- F. The Company shall allow time off without pay to any employee who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business and provided forty-eight (48) hours written notice is given to the Company by the Union specifying the length of time off.
- G. An employee who goes to work for the Local Union which represents the employees in his bargaining unit, may apply for a leave of absence from the Company, for a period not to exceed ninety (90) days. Such leave will not be unduly withheld and when granted, the Company 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 ninety (90) calendar days, the employee must return to his former position or relinquish all seniority rights with the Company.

## **ARTICLE NO. 6.02**

- A. An employee may receive a leave of absence from the bargaining unit covered by this agreement to take a position within the Company which is beyond the sphere of the bargaining unit for a period of up to ninety (90) calendar days. Requests for such leave must be made in writing to the Company with a copy to the Union. When such leaves are granted by the Company they shall be granted in writing with a copy to the Union. Under such leaves the employee will retain his seniority for a maximum of ninety (90) calendar days within his former unit.

Employees who have been granted such leave of absence must remain a Member of the Union and be covered by the Health and Welfare Plan provided in this Agreement for the duration of such leave.

When an employee receives such leave of absence, a notice will be posted on the Terminal bulletin board advising the effective dates of such leave.

- B. At the end of this period of ninety (90) calendar days, the employee must exercise his Seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

**ARTICLE NO. 7.01 - SAFETY CONDITIONS**

- A. i Employees shall not be required to operate mobile equipment which is restricted to Terminal or Terminal Yard operations that is in such a state of disrepair as to endanger the operators or other personnel working in the area.
- B. It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly, but no later than the end of their shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour. A copy of the aforesaid report will be made available to the employee on request.
- C. It shall be the obligation of the Company to so inform the employee as to which Supervisor to whom such reports on such equipment will be made in the Division or area of operation.
- D. It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.  
  
In the event the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.
- E. The Company will not use gasoline powered forklifts inside its Terminals or into enclosed trailers.
- F. All Terminal docks shall be equipped with safe, properly anchored loading plates.

**ARTICLE NO. 7.02**

- A. Wherever possible, the Company agrees to maintain at its Terminal, clean, sanitary washrooms having hot and cold running water with toilet facilities available.
- B. The Company shall provide clean and adequate lunchrooms properly ventilated for its employees at its Terminals where such lunchrooms would be used by employees. It shall be the responsibility of the employees using these facilities to leave them in a neat, clean and orderly condition.
- C. All new Terminals constructed after the effective date of this Agreement will have all inside work areas heated.

**ARTICLE NO. 7.03**

The Company shall provide First Aid provisions in accordance with the applicable Occupational Health and Safety Act.

**ARTICLE NO. 8.01 - PAY AND WORK CONDITIONS**

- A. All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.
- B. Pay time shall be computed from the time designated when the employee is ordered to report for duty or registers in, whichever is the later, until he is effectively released from duty.
- C. When an employee meets with a personal injury while on duty which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for the full shift on that day.
- D. The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- E. Hours of work and rates of remuneration are outlined in the separate Appendices hereunto annexed and forming part of this Agreement.

#### **ARTICLE NO. 8.02**

- A. All regular employees covered by this Agreement shall be paid not less frequently than on every other Thursday at the end of the shift which starts on that day, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment.
- B. The Company shall provide each employee covered by this Agreement with a itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked, the total wages applicable and all deductions made from the gross amount of wages. Such statement will be provided online and the Company will provide at each Warehouse a computer terminal for any employee to success such Pay Statements.
- C. An employee on annual vacation shall receive their vacation pay as part of the regular company pay cycle, in accordance with Article No. 9.02 of this Agreement.
- D. The Company shall provide each employee with a computation of vacation pay accrued not less than once annually. Said computation to be available to the employee within thirty (30) days after completing each year's service for vacation purposes.

#### **ARTICLE NO. 8.03**

If an error occurs in the payroll computation of an employee's pay and the amount is equal to one (1) day's pay or more, he shall be entitled on request to receive same as soon as practicable but not later than the week following the pay day on which the error was reported. If an employee improperly completes his time card or pay claim, any pay so affected will be included with the next regular pay period.

#### **ARTICLE NO. 8.04**

No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions during the term of this Agreement.

#### **ARTICLE NO. 8.05**

Regular hourly paid employees excluding "Call as Required" employees as provided in Appendix "B", Section 1.(d) and Appendix "B-1", Section 2.(b) shall be notified before quitting time if they will not be required to work their next regular day.

#### **ARTICLE NO. 8.06**

With the exception of "Call as Required" employees as provided in Appendix "B", Section 1.(d), when a regular Terminal employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay from his regular scheduled starting time.

#### **ARTICLE NO. 8.07**

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

#### **ARTICLE NO. 8.08**

There shall be no "split shifts" and the hourly paid regular employee's work week must be designated to him on the last day of the preceding work week. An employee shall have the same starting time for each day of the week, Monday through Friday except for those employees working under the "Call as Required" provisions of Appendix "B" Section 1.(d).

In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following shall be the same as the current week. Any hours worked prior to his regular starting time or after his regular quitting time shall be paid for at the overtime rate in excess of eight (8) hours in that day.

#### **ARTICLE NO. 8.09 - MEAL PERIODS**

- A. Hourly rated employees shall, except by mutual agreement between the parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes, nor more than one (1) hour in any one (1) day. No employee shall be required to take more than a thirty (30) minute meal period except when instructed to take one (1) hour between 1200 hours and 1300 hours.
- B. No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3 ½) hours or after he has been on duty five (5) hours.

An employee working the four-ten hour shift schedule shall not be compelled to take his lunch period before he has been on duty four and one-half (4 ½) hours or after he has been on duty six (6) hours.

#### **ARTICLE NO. 8.10 - BREAKS**

An hourly rated employee shall be entitled to one (1) break not in excess of fifteen (15) minutes during the first half and second half of any shift. Hourly rated employees working the four-ten hour shift schedule shall be entitled to one (1) break not in excess of twenty (20) minutes during both the first half and second half of such four-ten hour shift.

When an hourly rated employee is required to work overtime of more than thirty (30) minutes but less than two (2) hours, that employee shall enjoy the option of but shall be entitled to a paid break not in excess of fifteen (15) minutes after completion of the straight-time shift worked, provided the break is taken and that work is performed in the Company's Terminal, Yard areas or as otherwise specifically directed by the Company, or,

When an hourly rated employee is required to work overtime which is to exceed two (2) hours, that employee shall enjoy the option of but shall be entitled to a paid meal break not in excess of thirty (30) minutes after completion of the straight-time shift worked, provided the break is taken and that work is performed in the Company's Terminal, Yard areas or as otherwise specifically directed by the Company.

#### **ARTICLE NO. 8.11 - UNIFORMS AND PROTECTIVE CLOTHING**

- A. The Company agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniforms shall be furnished and maintained free of charge by the Company.

However, the employee must furnish at his own expense, suitable clothing, shoes, gloves and winter weather protective clothing in order to perform his job efficiently and safely.

- B. Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun glass, lamp black, barbed wire, acids, dirty oil drums or ore concentrated in bulk, shall be provided with gloves, rubber or leather aprons and either coveralls or smocks as deemed appropriate and safe for the handling of the specific commodity.



- C. Any employee who is exposed to a hazard by reasons of handling toxic or noxious chemicals, shall be provided with adequate protective clothing and safety equipment as required by Workers' Compensation Board Regulations and shall wear such as necessary while handling these commodities.
- D. Effective January 1, 2011 – The Company shall reimburse all regular employees; one hundred and twenty five dollars (\$125.00) per calendar year towards the purchase of CSA approved safety shoes or boots, upon written submission with proof of purchase by the employee. To purchase a higher quality boot, any employee may combine two (2) years of safety footwear allowance.

**ARTICLE NO. 9.01 - VACATIONS**

- A. Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.
  - i Employees commencing employment with the Company between the dates of January 1, and June 30 and between the dates of January 1 and June 30 each year, will have January 1 in the year in which employment commenced as their Anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
  - ii Employees commencing employment with the Company between the dates of July 1 and December 31 and between the dates of July 1 and December 31 each year will have January 1 in the year following commencement of employment for their Anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
  - iii In the first year of employment, employees will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four per cent (4%) of the wages paid that employee in the portion of the year worked.

**ARTICLE NO. 9.02**

All regular employees hired or awarded/posted into a regular f/t position shall receive:

- A. Two (2) weeks vacation with pay after the completion of each calendar year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to four per cent (4%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- B. Who have completed three (3) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, three (3) weeks vacation with pay in the amount of six per cent (6%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- C. Who have completed nine (9) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks vacation with pay in an amount equal to eight per cent (8%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- D. Who have completed fifteen (15) calendar years of continuous service with the Company shall receive in the next succeeding year and each year thereafter, five (5) weeks vacation with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation, or

- E. Who have completed twenty-one (21) calendar years of continuous service with the Company shall receive in the next succeeding year and each year thereafter, six (6) weeks vacation with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which he qualifies for such vacation.

**ARTICLE NO. 9.03**

- A. 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 in accordance with Article No. 9.03 B. below. Senior employees shall not unreasonably hold off booking their vacation in order that less senior employees have the opportunity to plan and book vacations in this time frame.

- B. Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before February 28. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion, with the following exception:

An employee subject to the condition listed in 9.03 C below, may take a vacation period not previously requested on the above January 2 vacation list, provided a written request is made to his Supervisor, with a minimum of three (3) weeks notice prior to the commencement of his desired vacation period. This vacation period must occur during the time when the Vacation Relief language as outlined in Appendix B Section 6, is in effect.

The Company shall post the final vacation schedule by April 1<sup>st</sup>, and it shall remain posted for the balance of the year.

- C. The Company will use the following formula for determination of the number of employees allowed on vacation at any one time at each Company Terminal location:

Fifteen percent (15%) in each classification to the nearest employee, up or down, with a minimum of one (1) employee in each classification and a maximum of two (2) employees in each classification.

- D. The following classifications will be recognized as separate groups for determining allocation of vacation:

- i. Dockmen

- E. The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1 of each year.

- F. For the purpose of filling temporary vacancies during vacation periods, the Company shall, upon completion of the final vacation schedule and not later than April 15<sup>th</sup>, post a schedule of temporary vacancies requiring coverage. Employees will be allowed two (2) weeks from that time to indicate their temporary vacancy preference on a form provided by the Company.

The Company shall award the temporary vacancies to qualified employees in seniority order. Changes and additions after this initial posting shall be filled at the Company's discretion.

**ARTICLE NO. 9.04**

An employee laid off or leaving the Company before completion of a full year of service, shall be entitled to a prorated vacation with pay computed on the same percentage of wages paid that employee during the portion of the year worked.

**ARTICLE NO. 9.05**

An employee who accepts gainful employment while on vacation may be terminated.

**ARTICLE NO. 10.01 - GENERAL HOLIDAYS**

All employees, who have completed their probationary period of ninety (90) calendar days and have qualified as Regular Employees, shall be entitled to nine (9) General Holidays. The said General Holidays are:

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

In addition to the foregoing, employees shall be entitled to one (1) Provincial wide or Territorial Holiday declared by Civic Governments and recognized at the date thereof.

**ARTICLE NO. 10.02**

Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification for the General Holidays as listed. Those employees who, prior to a General Holiday, regularly work shifts which entitle them to payment of shift differential, will have such shift differential rate included in their General Holiday pay.

**ARTICLE NO. 10.03**

Regular employees shall be entitled to General Holiday pay for the specified Holiday subject to the following qualifications:

- A. An employee shall not be entitled to receive pay for any General or Civic Holiday where such Holiday falls while the employee is on expressed leave of absence for any reason whatsoever.
- B. Employees who have been laid off for lack of work and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday UNLESS they terminate employment within thirty (30) days of their return to duty.

**ARTICLE NO. 10.04**

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

**ARTICLE NO. 10.05**

- A When a General Holiday falls on a Regular Employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday on either the last working day preceding or the first working day following such General Holiday.

The Company will designate the day to be granted as the day in lieu and such day will be without pay.

- B. i. For all General Holidays the employee will be allowed a day off without pay in lieu of such General Holiday either immediately preceding or following his vacation period.

Such day off without pay in lieu of a General Holiday will be designated on the final vacation schedule.

In the event vacation periods are not designated on the final vacation schedule, the day in lieu of such General Holiday will be designated at the time the vacations are booked and approved.

#### **ARTICLE NO. 11.01 - OTHER UNION CONTROVERSY**

- A. The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.

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

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.

- C. During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slowdown or work stoppage or suspension of work either complete or partial for any reason by the Union.

- D. If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a Company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

#### **ARTICLE NO. 12.01 - VALIDITY OF ARTICLES**

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

- B. The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions in effect prior to certification by the Union and/or the time of the Company and the Union signing the first collective agreement covering that Company and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of signing of that Agreement.

## ARTICLE NO. 13.01 - 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.

Step 1: Any grievance of an employee shall first be taken up between such employee and the employee's Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute grievance:

Termination or layoff - ten (10) days.  
All others - thirty (30) days.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the employee's Supervisor or higher authority and a Shop Steward or Local Union Representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce the grievance to writing and it will be referred to and taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Secretary-Treasurer or higher authority of the Union and two (2) Representatives of the Company appointed by an officer of the Company. Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized, that any settlement arrived at by the Board on a specific Grievance shall be final and binding.

Except by written mutual agreement between the Union and the Employer providing for an extension of time and setting a firm meeting date, Step 3 must be completed within ten (10) calendar days from the completion date of Step 2.

In all such grievance procedures, the Union Representative shall act in the capacity of Chairman of the meeting and the Representative of the Company shall act in the capacity of Recording Secretary.

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

Step 4: Failing settlement under the above Steps, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding on the two Parties to the dispute.

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

**ARTICLE NO. 15.01 - TERM OF AGREEMENT**

This Agreement shall be in full force and effect from the FIRST day of JANUARY 2019 until the THIRTY-FIRST Day of DECEMBER 2021, and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either Party may not less than ninety (90) days immediately preceding the THIRTY-FIRST Day of DECEMBER 2021 or immediately preceding any succeeding THIRTY-FIRST Day of DECEMBER thereafter, by written notice to the other party:

- A. Require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- B. Terminate the Agreement on next succeeding Anniversary date thereof, and require the other Party to commence collective bargaining with the view aforesaid.
- C. Terminate the Agreement on the next succeeding Anniversary date thereof.

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

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

**PARTY OF THE FIRST PART:**

Stream Logistics,

**PARTY OF THE SECOND PART:**

Western Canada Council of Teamsters

\_\_\_\_\_  
Kim Glenn  
Director Human Resources,

\_\_\_\_\_  
Alan Porter, Secretary-Treasurer & Business Agent  
General Teamsters Local Union No. 362

\_\_\_\_\_  
Richard Bergman, Business Agent  
General Teamsters Local Union No. 362

## APPENDIX "A"

### COVERS HOURS OF WORK, OVERTIME PROVISIONS AND RATES FOR ALL EMPLOYEES

#### SECTION 1. HOURS OF WORK

- (a) Alberta - Based on a forty (40) hour work week.

The maximum hours of work for all employees shall be at each Terminal covered by this Agreement as described below.

Eight (8) hours per day and forty (40) hours per week excluding meal periods as specified in Article No. 8.09 for any five (5) consecutive days.

Except employees who work a swing shift, at swing time such employees shall be excepted from the following provisions:

Two (2) consecutive days off.

Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4) ten (10) hour days. Employees working such schedule between Monday and Friday will be subject to a twenty-five cents (25¢) per hour premium. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours in a day. Employees working the four (4) day work week on days between Monday and Friday inclusive must have Saturday and Sunday as their regular days off and a third day off as designated by the Company. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the four (4) shifts must run consecutively and the employee shall have three (3) consecutive days off. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the shifts may have different start times for each day, however, there must be not less than eight (8) hours off duty between each shift. Where the ten (10) hour day is agreed to between the parties the ten (10) hour day will be applicable in all daily guarantees provided in this agreement.

Employees that work the four (4) ten (10) hour shifts over the weekends Friday through Monday will receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked on those shifts. The one dollar and fifty cents (\$1.50) per hour paid shall be inclusive of all other premiums and shift differentials contained herein, with the exception of overtime. Employees working the four (4) ten (10) hour shifts cannot claim any overtime work which will not allow them to have a full eight (8) hours off duty between shifts. All employees working the four (4) ten (10) hour shifts on the weekend Friday through Monday will be regular employees. Call as required employees can be used to replace the regularly assigned or bid employees on these shifts but will not be used to supplement those shifts.

- (b) Shift overtime shall be allocated wherever possible on the basis of seniority on a voluntary manner provided the man is capable of doing the job, however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior man whose shift ends at the time the overtime commences.

No employee shall be required to work overtime in excess of four (4) hours per week, provided he so advises his immediate supervisor at the start of his straight-time shift.

The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- i. Except as provided in Section 1 (a) above, all time worked before or after the regularly established shift for that employee and which is in excess of eight (8) hours per day, shall be considered overtime and paid at the established overtime rate of time and one-half (1 ½) for (2) hours and double (2) the straight time rate thereafter.
- ii. Overtime on a call-out or call-back basis will be allocated by Seniority provided the senior man is available and qualified to perform the work.

Regular employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift, shall be guaranteed a minimum of four (4) hours work but after completion of the duty he is called for, he may book off with a minimum of two (2) hours pay at overtime rates.

- iii. Overtime Rate for Work on Designated Day of Rest or General Holiday:

All hours worked on a call-out or call-back basis on an employee's designated day of rest or on a General Holiday, will be deemed overtime and the employee performing such work on such day shall be paid at double his regular rate of pay.

- (c) When an employee is called out to work and his call-out time runs into his regular shift time, such employee shall be allowed reasonable time off with pay to eat upon completing the work he was called to perform or at the regular starting time of his regular shift, whichever is later. Such time is not to exceed one (1) hour.
- (d) Junior Delivery and/or Dock employees not laid off may work on a "Call As Required" basis to supplement established shifts within their seniority unit. Such employees shall not be subject to the regular shift proviso as outlined in Article No. 8.08 of this Agreement, but shall be subject to all other conditions provided in this Agreement for regular employees. In terminals with five (5) or less employees, the number of employees subject to the "Call as Required" proviso shall be one (1) employee. In terminals with six (6) to ten (10) employees, the number of employees subject to this "Call as Required" proviso shall be two (2) employees. In terminals with more than ten (10) employees, the number of employees subject to this "Call as Required" proviso shall not exceed fifteen percent (15%) of the number of employees within the Seniority Unit rounded to the nearest whole number.

In the event such "Call as Required" employee is called and reports for work, he shall be guaranteed a minimum of four (4) hours work, and if he works in excess of four (4) hours he shall be guaranteed six (6) hours work, and if he works in excess of six (6) hours he shall be guaranteed eight (8) hours work. For such employees, there must be a rest period of not less than eight (8) hours between shifts, and they shall not be required to work more than one (1) shift in a twenty-four (24) hour period. It is agreed that the employees on "Call as Required" that are booked off after four (4) hours work will have entitlement to work on a second four (4) hour shift on the same day (first turn down based on seniority). Any hours in excess of eight (8) hours per day will be at overtime rates. (A day shall be twenty-four (24) hours from the time the employee commenced the first four (4) hours callout or until a break of eight (8) hours occurs). In the event all regular employees have been called for the work that is available and more manpower is required, part-time employees may provide the required manpower. However, part-time employees working on the same shift as "Call as Required" employees will be the first booked off the shift as the requirement for manpower reduces. A list containing the names of all the employees subject to "Call as Required" will be posted and updated no later than noon of the first working day of each week.



“Call as Required” employees who are to report for work between 0800 and 1600 will be notified between the hours of 0630 and 0930 and those employees required to report for work between 1600 and 0800 will be notified between 1430 and 1600, or as agreed between the parties.

“Call as Required” employees who do not wish to accept calls to work outside of the above stated call times must indicate this, in writing, to their supervisor. “Call as Required” employees must be available for the above call times at their normal telephone or alternate number. An answering machine is not an acceptable alternative.

Provided the above call times have been adhered to, “Call as Required” work shall be allocated on the basis of seniority and capability (first turn down based on seniority), however, upon reaching the bottom of the “Call as Required” list, the junior employee(s) shall be required to perform the work.

**SECTION 2. RATES OF PAY - ALBERTA AND NORTHWEST TERRITORIES**

Regular Dockmen and Pickup & Delivery Drivers	Jan 1/19	Jan 1/20	Jan 1/21
24 Months	\$ 26.86	\$ 27.53	\$ 28.22
19 – 24 Months	\$ 26.36	\$ 27.03	\$ 27.72
13 – 18 Months	\$ 25.86	\$ 26.53	\$ 27.22
7 – 12 Months	\$ 25.36	\$ 26.03	\$ 26.72
0 – 6 Months	\$ 24.86	\$ 25.53	\$ 26.22

When a Part-Time Employee becomes a Regular Employee or qualifies as a Regular Employee in accordance with Article 2.06B, such part-time employees that are placed on full time status will be subject to the pay rates and conditions outlined in above.

Part time Employees	Jan 1/19	Jan 1/20	Jan 1/21
Hired after August 31, 2005	\$ 19.79	\$ 19.79	\$ 19.79

(d) **Shift Differential**

For all shifts commencing between the hours of 1359 and 0559, a Shift Differential over and above the job classification will be paid to those regular Dock employees who work such shifts at:

One dollar and fifty cents (\$1.50) per hour.

Such premium pay for shift differential is not applicable to Part-Time Hourly Employees.

(e) **Effective January 1, 2011 - Rate of Pay for Leadman (Chargehand) shall be seventy five cents (75¢) per hour over and above the classification of employees for which he is Leadman (Chargehand).**

**SECTION 3. PART-TIME EMPLOYEES' GUARANTEE**

- (a) When a part-time employee is called and reports for duty, he shall be guaranteed a minimum of four (4) hours work and/or pay.
- (b) Part-time employees shall be entitled to two (2) days off in each week. Overtime provisions to be applicable on any hours worked on the days in excess of five (5) days in a week, for hours in excess of eight (8) hours in a day, and for work on a General Holiday.
- (c) There shall be no more than two (2) posted starting periods per day in each Terminal for part-time employees. The starting periods shall be negotiated at Terminal level and will cover a time span of two (2) hours each.
- (d) Work performed on Saturdays and Sundays shall be on a ratio not to exceed two (2) part-time employees to one (1) regular employee.

**SECTION 4. BANKED OVERTIME**

- 1. All full-time hourly employees will be allowed to bank their overtime for the purpose of taking additional time off during the following calendar year. The following conditions will apply:
  - a) Where an employee wishes to bank their overtime for the following year, they must advise the Company, in writing, within a two week period from December 1 - December 15 of the current year. Once declared, the arrangement will remain in effect for the duration of the following year. Banked overtime will be accumulated as follows:
    - An employee will be allowed to accumulate hours to a maximum bank equivalent to forty-five (45) hours straight time pay in each calendar year.
    - Banked overtime shall be credited in terms of hours, and when taken as time off, shall be paid at the same hourly rate as accumulated.

Example of banked overtime accumulation -

<u>Overtime Worked</u>	<u>Hours Accumulated</u>
1 hour at time and one-half	1 ½ hours banked
1 hour at double time	2 hours banked

    - for terminated or laid off employees, all accumulated hours in the employee's bank shall be paid out in total on their final pay.
- 2. Employees will be allowed to book their accumulated banked time under the following conditions:
  - a) all banked overtime earned as at December 31 each year must be taken within the first three (3) months of the following year. Any accumulated banked overtime from the prior year not taken by March 31 of the following year will be paid out to the employee.
  - b) employees who have accumulated banked overtime shall be entitled to utilize the time in no less than single day increments
  - c) all requests for banked overtime days must be submitted in writing with twenty-one (21) days prior notice.
  - d) time off requests will be approved at the Company discretion.

## APPENDIX "B"

### COVERS HEALTH AND WELFARE PLAN - ALBERTA

The Company shall provide the Prairie Teamsters Health and Welfare Plan to all regular full-time employees and eligible dependents coming under the jurisdiction of this Collective Agreement.

1. Any regular full-time employee who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first (1<sup>st</sup>) day of the month immediately following ninety (90) calendar days from the date of employment with the Company.
2. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make 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 (10<sup>th</sup>) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.
3. It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
4. The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
5. Medical, Surgical and Obstetrical coverage in accordance with the standard Plan of Service provided by medicare in the Province of Alberta.
6. The cost of the Health Insurance Plan will be as per premium rates in the Province.  
Effective the first (1<sup>st</sup>) day of the month following ratification, the Company will pay one hundred percent (100%) of the cost of the Plan.
7. Effective the first (1<sup>st</sup>) day of the month following ratification, the Company shall pay one hundred percent (100% of the cost of Alberta Health and Wellness coverage.
8. The cost of the Prairie Teamsters Health & Welfare Plan shall be no more than two hundred and eighty five dollars (\$285.00) for 2012. Any increase in the following year shall be limited to a ten dollar (\$10.00) yearly increase with any additional amounts being paid for by the Employee.

### SECTION 1.

- (a) Part-time employees shall not be covered under the Provisions of the Health and Welfare Program if covered elsewhere. If coverage is required, Part-time employees will be covered under the company Health & Welfare plan until such time as they are transferred to the regular full-time employees' Seniority List, at that time they will be subject to the conditions of Appendix "B" of this agreement.

Part-time employees shall not be eligible for the following provisions of the Health & Welfare Program in any event:

- i. Weekly Indemnity Benefits
- ii. Sick Leave
- iii. Dental Plan
- iv. Long Term Disability

- (b) Part-time employees shall not be entitled to Pension contributions

## SECTION 2. SICK LEAVE

- (a) All regular employees who have one (1) continuous years' service or more shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of eight (8) days. The accumulation of said sick leave to be based on the following provisions:
  - i The employee shall begin accumulation of sick leave on the start of the pay period immediately following the date he completes one (1) year of continuous employment.
  - ii The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for one-half (1/2) day in that month including vacation and General Holidays.
  - iii Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.
- (b) For any of the first three (3) successive days of sickness, paid sick leave shall be applied as follows:
  - i. One-half (1/2) day's pay for the first day of absence due to sickness provided that day is a regular workday.
  - ii One (1) full day's pay for each of the second (2nd) and third (3rd) days of absence due to sickness provided those days are regular workdays.
  - iii A day's pay for employees will be eight (8) hours pay at the regular hourly rate for his classification. A day's pay for Line Drivers will be ten (10) hours pay at the work time rate.
  - iv It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- A. Any proven abuse of the Sick Leave Provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.
- B. Effective date of ratification, employees age fifty-five (55) and older, who give the Company notice of retirement, shall have their unused sick leave bank entitlement paid out by the Company as part of their final pay.

## **APPENDIX "C"**

### **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.

The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund semi-annually and paid in the months of June and December each year.

This payment will be independent and separate from any other payment made to the Teamsters Union.

## APPENDIX "D"

### TEAMSTERS LOCAL 362 PENSION PLAN – Full Time Employees

a) Effective January 1, 2012, the Employer shall contribute applicable pension contributions, on the first (1<sup>st</sup>) pay period following nine (9) months of regular full time employment, for all newly hired employees.

b) The Employer shall contribute two dollars and forty cents (\$2.40) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan.

Effective January 1, 2017, the Employer shall contribute two dollars and sixty-five cents (\$2.65) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan.

Effective January 1, 2018, the Employer shall contribute two dollars and seventy-five cents (\$2.75) per hour for each hour for which wages are payable, to the Teamsters Prairie Provinces Pension Plan.

c) Contributions and remittances referred to in a) and b) above, shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.

d) 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.

\*\* Retroactivity applies to all hourly rates and pension contributions.

**LETTER OF UNDERSTANDING # 1**

**BETWEEN: STREAM LOGISTICS**  
(hereinafter referred to as the "Company")

**AND: WESTERN CANADA COUNCIL OF TEAMSTERS**  
(Hereinafter referred to as the "Union")

**RE: ARTICLE 9.02**

The former language contained in 9.02 listed below shall not be in effect after January 1, 2020, this language shall be deleted from the collective agreement and the current language in 9.02 shall apply.

All regular employees hired or awarded/posted into a regular f/t position after January 1st, 2013 shall receive:

- F. Who have completed five (5) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, three (3) weeks vacation with pay in the amount of six per cent (6%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- G. Who have completed ten (10) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks vacation with pay in an amount equal to eight per cent (8%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- H. Who have completed eighteen (18) calendar years of continuous service with the Company shall receive in the next succeeding year and each year thereafter, five (5) weeks vacation with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation, or
- I. Who have completed twenty-five (25) calendar years of continuous service with the Company shall receive in the next succeeding year and each year thereafter, six (6) weeks vacation with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which he qualifies for such vacation.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

**PARTY OF THE FIRST PART:**  
Stream Logistics,

\_\_\_\_\_  
Kim Glenn  
Director Human Resources

**PARTY OF THE SECOND PART:**  
Western Canada Council of Teamsters

\_\_\_\_\_  
Alan Porter, Secretary-Treasurer & Business Agent  
General Teamsters Local Union No. 362

\_\_\_\_\_  
Richard Bergman, Business Agent  
General Teamsters Local Union No. 362