

April 1997 to March 1999

SOURCE	CO.		
EFF.	97	04	01
TERM.	99	03	31
No. OF EMPLOYEES	110.		
NOMBRE D'EMPLOYÉS	JFC		

BETWEEN:

**ADBY TRANSPORT LIMITED**, a body corporate,  
with head office at the city of Calgary,  
in the Province of Alberta, (hereinafter  
called "the Company").

**OF THE FIRST PART**

AND:

**ADBY EMPLOYEES ASSOCIATION**, of the Cities  
of Edmonton, Calgary and Grande Prairie,  
in the Province of Alberta, (hereinafter  
called "the Association").

**OF THE SECOND PART**

Gender:

Wherever the use of male gender is used herein, it **shall also apply to the** female gender where applicable.

THIS AGREEMENT WITNESSETH that in consideration of the performance by each part of the covenants set out and hereinafter contained the Parties agree **as follows:**

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## **ARTICLE 1**

The expression "Employee" or "**Employees**" means the Company Employees, employed in the Province of Alberta and such other points or areas outside the Province of Alberta, wherein the Company may from time to time establish additional depots or expand their trucking operations in a manner which Employees in the Company **may** legally become members of the Association and in the classifications of Employees as set out in Article 8 of this Agreement.

**Temporary employee is defined to be a term of less than six (6) months or a student on school breaks. Temporary employees are not subject to the collective agreement**

## **ARTICLE 2**

The Company recognizes the Association subject to the provisions of the Canada Labour Code and other such covering Acts which, from time to time, the Company may be obligated to operate in accordance with and during the term of this Agreement **as** the exclusive bargaining agent for collective bargaining of the Employees of the Company.

## **ARTICLE 3**

The Association recognizes the right of the Company to continue to exercise the rights and functions of management and in particular to make, alter and enforce rules and regulations not inconsistent with the provisions of this Agreement.

## **ARTICLE 4**

The Company agrees to require of all full-time and part-time Employees **as** a condition of employment, an authorization to deduct an initiation fee. Such initiation fee will be required only once in a lifetime. Initiation fees and Association dues will be as set from time to time by the Association. The Company **agrees** to deduct from each Employee an amount equal to the monthly Association dues required by the Association and its Members, and to **forward** such monies once each month to the Treasurer of the Association or to a person duly authorized by the Association to receive such monies.

An Employee who has been employed with the Company for thirty (30) days shall be subject to deduction of monthly Association Dues. The Company agrees to submit to the Association **a** list of all Employees obligated to pay; such list to be updated on a monthly basis. The Association agrees to notify the Company **as** to whom such monies should be forwarded. Initiation **fees are** established **at** thirty dollars (\$30.00) with Association **dues** being fifteen dollars (\$15.00) per month. Any change in the aforementioned fees or dues requires thirty (30) days written notice from the Association to the Company.

## **ARTICLE 5**

The hours of work shall be governed by regulations as set out under the Canada Labour (Standards) Code.

### **1. Drivers**

- a) City Drivers - Standard Hours for the regular work week shall be **as** defined **by** the Canada Labour (Standards) Code
  - .... 9 hours per day
  - .... 45 hours per week
  
- b) Highway Drivers - Standard Hours for the regular work week shall be as defined by the Canada Labour (Standards) Code
  - .... 10 hours per day
  - .... 60 hours per **week**
  
- c) (i) The hours of work shall **be** computed on the basis of the starting time of each shift. An uninterrupted rest period of nine (9) consecutive hours at the home terminal and eight (8) consecutive hours away from home shall break continuous accumulated hours.
  
- (ii) Overtime shall be paid for the duration **of** a day if, and only if, a Driver is required **by** the Company to report for duty prior to the termination of his nine (9) hour break.
  
- (iii) In addition, it is the Driver's responsibility to advise dispatch of the termination time of his nine (9) hour break upon completion of each day's work.

If the provisions of either 1 c) (ii) or 1 c) (iii) are not fulfilled, **no** overtime will **be** paid for the first ten (10) hours of highway driving or first nine (**9**) hours for city driving.

### **2. Maintenance Employees**

Standard Hours of work for **a** regular work week shall **be** as defined **by** the Canada Labour (Standards) Code.

#### **2a Calgary Plant Operator**

**Standard Hours of work for a regular work week shall be as defined by the Canada Labour (Standards) Code.**

### **3. Statutory Holidays**

New Year's Day  
Good Friday  
Victoria Day

Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving

Remembrance Day  
Christmas Day  
Boxing Day

shall be considered paid Holidays. Statutory Holiday pay will be governed by regulations as set out under the Canada Labour (Standards) Code. All regular Employees shall be paid statutory holidays at the work time rate of pay, excepting that Employees will not be paid if they did not report for work after having been called to work or they make themselves unavailable to work or they have not worked for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday. If an Employee works in excess of ten productive hours on the Statutory Holiday, he shall be paid twice his regular hourly rate for productive hours worked in excess of ten, provided the trip originates and terminates on the Statutory Holiday. For calculations of Statutory Holiday Pay, the **basis shall be, the** average of the Driver's daily earnings (exclusive of overtime) for the days he has worked in the four (4) week period, immediately preceding the Statutory Holiday.

If the Employee does **work** on the Statutory Holiday he shall be paid the regular rate of pay and shall be given a holiday with pay at some other time, which may be by way of addition to **his** annual vacation or granted **as** a holiday with pay at a time convenient to him and the Company.

If an Employee does work on a Statutory Holiday, and will not **be** given a holiday with pay at some other time as mentioned above, he will be entitled to rates of pay governed by regulations under the Canada Labour Code.

Statutory Holiday pay for drivers at Grande Prairie will **be** calculated based on average earnings for the four week period previous to the statutory holiday.

## **ARTICLE 6**

1. Seniority shall commence to accrue upon completion of thirty (30) days probationary service with the Company and will revert back to actual starting date, The Company shall maintain a seniority list at all times and such lists shall be available for inspection **at** reasonable times by Officials of the Association.
2. "Branch seniority" is the total number of **continuous** months an Employee has **been** employed at an individual branch, excluding part time Employees.
3. Branch seniority shall **be used**; where qualifications and ability are equal, in determining the allocation of equipment. There shall be no bumping privileges used in the seniority system.
4. At any time that a reduction in the personnel of the Company **is** necessary such reductions shall be determined on the basis of Company seniority and similarly in

the re-hiring of laid-off personnel, the Employees with the greatest seniority shall be the first to be re-hired unless the classification does not warrant this, provided qualifications and ability are equal.

5. Any Employee who has been laid-off for a period exceeding six (6) months shall, unless otherwise agreed, by the Officials ~~of~~ the Association and the Company, lose his seniority and if he is hereafter employed **by** the Company he shall **be** deemed to be a new Employee.
6. An Employee may be granted a Leave of Absence for a period not exceeding six (6) months and shall not during the period lose his seniority among the Employees of the Company provided the said leave is applied for in writing **and** agreed to by the Association and the Company. Should the Employee wish his medical aid\* to be maintained he must deposit with the Company three (3) months total **costs** of premiums on leaving and pay the last three (3) months premiums on notice, otherwise the Medical Aid Programme\* is terminated on lay-off.  
  
\* Provincial Health Care Only.
7. Employees promoted to supervisory positions or positions not subject to this agreement shall retain their seniority for a period ~~of~~ nine (9) months in the Association should they not be able to hold the new job.
8. If an Employee has been laid-off in accordance with the terms ~~of~~ this Article, he shall maintain contact with the Company by informing the Company of his current address and of any change or changes which occur in his address during the period of lay-off. In the event that an Employee **becomes** eligible for work in accordance with this Article the Company shall give notification to him. In the event that the said Employee does not contact the Company within one ~~(1)~~ week of the mailing of the said letter, the Company shall be free to call in to work the next Employee on the seniority list. This will not apply to a temporary call-back,
9. The Association shall have the right, from time to time and at any time, to approach the Company in reference to lay-off, seniority and other matters in connection with this Article.
10. When medically unfit to perform their duties, **company** drivers will be continued on the seniority list until fit, or for two (2) years, whichever comes first.

**ARTICLE 7**

**1.** For the purpose of determining the period in which any Employee shall be granted a vacation, a list shall be established and the Employee having the greatest Branch seniority **shall** have the first choice as to the period in which he shall be granted his vacation. The Association recognizes that the Company shall have **the final say** in determining the period for the vacation of each of the Employees, but the Company undertakes to comply **as closely as** possible with the wishes of each of the said Employees of the Company, the Company will post by February 28th each year all holiday periods for the current **year**.

**2.** Vacations will be granted on the following basis:

Upon completion of one (1) full years' employment, Employees will **be granted two (2) weeks** vacation time with pay **at four percent (4%) of gross**, since the last vacation was taken.

Upon completion of three (3) full years' continuous employment, Employees **will** be granted three (3) weeks vacation time with pay at six percent (6%) of **gross**, since the last vacation was taken.

Upon completion **of ten (10) full years'** continuous employment, Employees will be granted four (4) weeks vacation time **with pay** at eight **percent (8%) of gross**, since the last vacation was taken.

Upon completion of eighteen (18) full years' continuous employment, Employees **will** be granted five (5) weeks vacation time **with pay** at ten percent (10%) of **gross, since** the last vacation was taken.

**ARTICLE 8**

**1.** All newly-hired Employees shall be considered as probationary Employees up to the first ninety (90) calendar days of Employment. The Company may, in its sole discretion, designate a probationary Employee **as** a regular Employee prior to the completion of ninety (90) days.

**2.** All new Employees **shall** be paid at eighty-five percent (85%) of the base rates (and 90% rates) for the first ninety (90) calendar days of full-time employment.

RATES- SEE

**ARTICLE 8 - SUPPLEMENT A**

**ARTICLE 8 A - 1**

**ARTICLE 8 B - 1, SUPPLEMENT B - I**

3. A Driver who performs work normally done by an Alberta company which is related to Adbly Transport will be paid on the same rate scale as that company. A Driver who performs work normally done by a non-Alberta company which is related to Adbly Transport will be paid on regular Adbly rate scale. Such Drivers, when qualified to do the work, will not have the right to refuse the work,

### ARTICLE 9

The Company recognizes that the Employees of the Association while in the course of their duties shall incur various expenses and for the purposes of reimbursing the said Employees, the Company agrees as follows:

Room allowance shall be reimbursed to the Employee upon presentation of receipt for room cost when Employee requires bed sleep on a trip. The Company asks that Driver Employees use discretion and that whenever possible hotel expense be kept to a minimum.

When an Employee has to use his own vehicle for Company business, compensation will be at thirty cents (30¢) per mile, for use of vehicle.

Subsistence allowance for trips in excess of 500 continuous miles:

- |            |   |                     |
|------------|---|---------------------|
| <b>(1)</b> | <b>All continuous miles over 500 miles<br/>and when the driver does not return to his home terminal</b> | <b>2¢ per mile</b>  |
| <b>(2)</b> | <b>North of Ft. St. John and High Level</b>   | <b>3¢ per mile.</b> |

The above subsistence will also be paid to Drivers working away from their home terminal.

### ARTICLE 10

Funeral leave is subject to the conditions as set out in the Canada Labour (Standards) Code. In the event of death to a member of the Regular Employees' immediate family, the Employee shall be granted, upon request, leave of absence and shall be compensated for a maximum of three (3) days pay at the Employee's regular rate of pay. This leave can be utilized only on a working day occurring during the three (3) days immediately following the day of the death. If the death occurs on Friday, the Employee is entitled to three (3) days leave Monday, Tuesday, Wednesday. If the Employee has completed three (3) consecutive months of employment, this leave will be with pay. Members of the Employees' family are defined as Employees' spouse, mother, father, grandparents, sons and daughters, brothers and sisters, father-in-law, and mother-in-law, spouses' brothers and sisters, step-parents and step-children.

### **ARTICLE 11**

The Company, the Association, and the Driver shall all co-operate in the matter of safety and health. Drivers' medicals are required in accordance with the Canada Labour Safety **Code**. Employees shall submit promptly to such examination. The expense of the medical examination will be the responsibility of the Company.

In the event any member of the Association feels unjustly reprimanded, the Association may request a fact finding with the Company. Representation of the Association will be comprised of two (2) executive members or one (1) executive member and a member appointee.

In the event the Company requests members of the Association other than the reprimanded Employee for a fact finding, said Association members will be compensated at work time rate for actual time spent in the fact finding.

### **ARTICLE 12**

The Company recognizes the **need** for one (2) coffee break in **every** four **(4)** hour period. However, in order that planned production and delivery of products will not be jeopardized, the Employee **shall** agree to take the break at a time which will not result in disruption of the Company's operation. **Coffee breaks will** not be paid for on Mileage Trips.

### **ARTICLE 13**

When an Employee is called to report for work he shall be guaranteed a minimum of four **(4)** hours pay at work time rate. When an Employee is called out after he has been allowed to check-off he shall be paid four **(4)** hours minimum for this recall.

A minimum of four **(4)** hours pay at work time rate of pay shall be provided to an Employee when **he is called** to work and no work **is** available.

### **ARTICLE 14**

All differences between the Company and the Association or between the Company and any Employees or Employee concerning **the** interpretations, application, operation **or** any alleged violation of this Agreement shall be settled, without stoppage of **work** by referring such dispute or differences in writing, to a Committee for the Association and representatives of the Employer. A notice of motion must be filed by the aggrieved party within fourteen (14) days of the occurrence. The Committee and the Employers' representative shall within five **(5)** days of having a dispute or difference referred to them, attempt to reach an agreement as to the dispute. Upon failure of the Parties to reach an agreement within the five **(5)** day period, the dispute or difference shall be referred to arbitration as hereinafter provided. **In** the event that the two (2) arbitrators **so** appointed shall fail to agree on a third, either Party to the dispute may request the Minister of Labour of Canada to appoint a third arbitrator or **Chairman**.



Where arbitration is to be instituted as above, each Party within five (5) days shall appoint his representative to the Board and the two (2) appointees shall, within five (5) days, endeavour to agree upon a Chairman. If they are unable to do so within the time required, then the Minister of Labour shall be requested to appoint a Chairman. The Arbitration Board shall meet and render their decision within ten (10) days of the appointment of the Chairman, although this period may be extended on mutual consent of the Parties, The majority decision of this Board shall be final and binding upon both Parties.

### **ARTICLE 15**

Upon completion of the probationary period, Drivers may desire to obtain a uniform on the following basis:

Uniforms shall consist of two (2) jackets, two (2) trousers and two (2) shirts and shall be ordered on a once-a-year basis.

The Driver will have the option in any year to substitute a winter parka on condition that the total cost in a year does not exceed the equivalent cost of a uniform. Driver must have a complete uniform before exercising the option to order a winter parka.

The cost for the uniform shall be shared equally by the Company and the Employee-Driver. The Employee portion shall be handled through payroll deduction, in two (2) pay periods.

Coveralls and gloves shall be supplied to Maintenance Personnel on completion of the probationary period. Three (3) pairs of coveralls shall be provided on a weekly basis, cost of which shall be the full responsibility of the Company.

### **Article 16 -Safety Boots**

Due to the nature of the shop employees work, the Company agrees to reimburse \$75.00 per year for the purchase of safety boots. Proof of purchase is required.

### **Article 17- Apprentices**

Any registered apprentice, who, as a requirement of his Apprenticeship, attends school, shall be paid his regular wages by the Company, based on a forty (40) hour week, while attending school. This pay shall only apply for up to a maximum of eight (8) weeks in each calendar year for each period attended until completion of the apprenticeship program. The amount of any Government grant received by such Apprentice shall be deducted therefrom.

Company discretion on number of apprentices. Apprentice agrees to work for the company during the entire apprenticeship program and a two year period after completion of the apprenticeship program. If the apprentice leaves the Company on his own volition after his first year and prior to two years after completion of



apprenticeship 100% of the subsidy paid to complete the prior year will be repayable.

At the option of the Apprentice receiving subsidy from the Company a separate binding contract between the Company and the Apprentice must be signed by each Apprentice prior to attending next scheduled school term with the Apprentice's agreement to work for the Company for a two year term following the completion of the Apprenticeship program.

### **ARTICLE 18**

1. Except as herein provided this Agreement shall become effective April 1, 1997 and shall remain in full force and effect up to and including the 31st day of March and from year to year thereafter unless either party gives notice of its' desire to terminate the Agreement or commence negotiations to amend the Agreement. Such notice shall be given not less than thirty (30) days and not more than ninety (90) days prior to the termination of this Agreement.

2. It is agreed that this **Agreement** shall be binding upon the parties hereto, their successors, administrators, executors, and assigns, and supplements the previous Agreement.

**ADBY TRANSPORT LIMITED**

**ADBY EMPLOYEES ASSOCIATION**

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## APPENDIX 1

It is the intent of Adbly Transport Limited at their discretion to provide a Driver Incentive Program for the purpose of adding financial incentive to Drivers who practice **safe and** efficient driving habits, including accident prevention and protection of equipment, cargo and property.

Incentive pay will be credited to all full-time Driver Employees and payment, less deductions will be made semi-annually in June and December. Incentive pay or deductions will not be applicable to any probationary Driver Employees.

Damage or **loss** to cargo, equipment, property and accident damage will be assessed **against** responsible Drivers' credit balance, only once in each six (6) month period (i.e. January to June or July to December).

### Incentive Rate of Pay

#### **Mileage**

- Single 3/8¢ per mile
- Sleeper 1/2¢ per mile (split)

#### Hourly Work Time

- Single 15¢ per hour
- Sleeper 15¢ per hour (split)

#### Wait, Layover and Standby Hours

- are not included in the Incentive plan

### Cost Savings Incentive Plan

Effective April 1, 1988 an Incentive Plan was jointly developed by the Company and the Association. The Incentive Plan **was** implemented **in** the second year and payment of the incentive was made at **the** end of the second year based on contribution to improvements in variable operating costs.

## **APPENDIX 2**

### **Benefits**

Any change in the Company's policy on Employee benefits shall not constitute a re-opening of the Agreement provided, however, no changes shall be made without prior discussions with the Association. The Labour Management Committee will discuss present established benefits and make recommendations for improvements.

Present Employee Benefits include:

- Major Medical
- Life Insurance
- Weekly Indemnity
- Dental Plan
- Pension
- Provincial Health Care

**The** waiting time period for Short Term Disability will **be** five **(5)** days. Employees will pay 50% of the **cost** of Provincial Health Care Premiums.

## **APPENDIX 3**

In all **cases** where safety equipment is necessary it will be supplied by the Company. **Each** Employee shall sign for said equipment and **be** responsible for **same**, Each Employee shall use safety equipment as required.

## **APPENDIX 3A**

**Company to provide CSA or OHS A approved back braces where requested by Maintenance employees.**

## **APPENDIX 4**

At no time if there **is** a Company Driver available within **two** (2) hours will the Company **be** allowed to put a non-Association member on a Company vehicle.

## **APPENDIX 5**

Time of allocation of vehicles **is** to **be** determined by management and executives **of** the Association at the respective branches. Allocation is by seniority; new tractors and **displaced** tractors are allocated by seniority. If a Driver's unit is disabled after a maximum of three (3) days including weekends, such Driver **goes** to spareboard with top seniority for work but may work spareboard for those three (3) days provided spareboard workers are not affected.



**APPENDIX 6**

For the purposes of determining overtime on a daily basis the majority of kinds of time will **prevail** (City hours versus highway hours).

**APPENDIX 7**

For purposes of this Agreement the maternity clause will be as per **the** Canada Labour **(Standards)**Code.

**APPENDIX 8**

The Company will pay the Association sixty (60) hours per **location** for negotiating each contract. **A** mileage allowance of thirty **cents** (30¢) per mile for one (1) vehicle per **location** will be paid.

**Appendix 0**

The company agrees to make a reasonable effort to give as much notice as possible when taking **an** assigned truck and give the driver first choice on taking the truck or an opportunity to remove **personal belongings**.

**ARTICLE 8 - SUPPLEMENTA**

<b>WORK TIME</b>	Working at branch as directed Working on equipment Deadhead and call-out paid at work time rates Bush miles will <b>be</b> paid on an hourly basis at work time rate of pay. Pre and post trip to be paid when on hourly work time, but does not apply to mileage trips.
<b>LAYOVER TIME</b>	Actual hours spent away from home terminal by Driver Employees after the first fourteen (14) hours in each twenty-four (24) hour period when Driver is required by the Company to layover during any trip.  Pay up to ten (10) hours in each twenty-four (24) hour period <b>at work time rate of pay.</b>  Layover must be designated on the bill of lading prior to or at time of dispatch.
<b>MILEAGE TRIPS</b>	For trips of over one hundred (100) miles one way (based on provincial or state government maps) the Driver will <b>be</b> paid at mileage rates for driving and fuelling provided that if the mileage rate results in <b>less</b> pay for the Driver for the round trip, the Driver may elect to accept the applicable hourly rate by marking it on the bill of lading.  <b>The Company agrees to give drivers the choice of being paid mileage or hourly on trips less than 100 miles.</b>
<b>LOADING AND UNLOADING PAY</b>	Load/unload actual hours paid at work time rate.
<b>OVERTIME PAY</b>	This pay rate will be based on one-half (1/2) the work time rate of pay, City Drivers- after nine (9) hours Highway Drivers- after ten (10) hours  Overtime pay will be calculated as per the Canada Labour (Standards) Code.
<b>SLEEPER OPERATION</b>	When it is a requirement for sleeper <b>cab</b> operations, it is understood that each Driver shall <b>be</b> paid for driving one-half the mileage the vehicle travelled. Pay will <b>be</b> based on a mileage basis. If both Drivers are required to work during the loading and unloading then they shall both be paid <b>at</b> the work <b>time</b> rate. Pay will be work time rate for each Driver for off-highway and abnormal road conditions.



A sleeper operation will be paid an eight cent (8¢) differential over the single rate.

When it is a requirement of the Company for a sleeper crew to layover at a point away from home, each Driver shall split the work time rate of pay for the duration of the layover.

Hours of work for sleeper crews shall be in accordance with the regulations of the Canada Labour (Standards) Code.

**WAIT TIME**

Wait time shall be paid at work time rates of pay. Wait time shall be paid for all time spent waiting to load or unload, waiting for equipment to be repaired and waiting for roads to be cleared and shall be so designated on the bill of lading. While on wait time a Driver is to perform Driver related duties as directed.

**PIGGY -  
BACKING**

In the event of piggy-backing (i.e., one truck hauling another), both the operator of the truck being hauled and the one doing the hauling shall receive their full rate of pay.

**CELLULAR  
PHONES**

The Company agrees to pay the cost of calls made from the Branch to company drivers' cellular phones. Reimbursement to be paid every six months on the receipt of documented costs.

**ARTICLE 8A - ■**

Effective April 1, 1997-March 31,1998

**RATES OF PAY (DRIVERS)**

	<u>Full-time Regular</u>	<u>Full-time Probationary</u>	<u>90% Regular</u>	<u>90% Probationary</u>
<b>1. <u>5 Axle Mileage Rates (Single)</u></b>				
Alberta	33.77¢	28.70¢	30.39¢	25.83¢
British Columbia	35.90¢	30.52¢	32.31¢	27.46¢
North of Ft. St. John	38.50¢	32.72¢	34.65¢	29.45¢
Hourly Work Time	\$14.17	\$12.04	\$12.75	\$10.84
Overtime Premium	\$ 7.08	\$ 6.04	\$ 6.38	\$ 5.42
<b>2. <u>6 Axle Mileage Rates (Single)</u></b>				
Alberta	34.84¢	29.62¢	31.36¢	26.66¢
British Columbia	36.98¢	31.43¢	33.28¢	28.29¢
North of Ft. St. John	39.57¢	33.64¢	35.62¢	30.27¢
Hourly Work Time	\$14.17	\$12.04	\$12.75	\$10.84
Overtime Premium	\$ 7.08	\$ 6.02	\$ 6.38	\$ 5.42
<b>3. <u>7 Axle Mileage Rates (Single)</u></b>				
Alberta	36.89¢	31.35¢	33.20¢	28.22¢
British Columbia	39.02¢	33.16¢	35.11¢	29.85¢
North of Ft. St. John	41.62¢	35.37¢	37.45¢	31.84¢
Hourly Work Time	\$14.51	\$12.34	\$13.06	\$11.10
Overtime Premium	\$ 7.26	\$ 6.17	\$ 6.53	\$ 5.55
<b>4. <u>8 Axle Mileage Rates (Single)</u></b>				
Alberta	37.31¢	31.71¢	33.58¢	28.54¢
British Columbia	39.42¢	33.51¢	35.48¢	30.16¢
North of Ft. St. John	42.00¢	35.70¢	37.80¢	32.13¢
Hourly Work Time	\$14.51	\$12.34	\$13.06	\$11.10
Overtime Premium	\$ 7.26	\$ 6.17	\$ 6.53	\$ 5.55

Mileage rates for section of road Highway #3 west of Cranbrook to west Kootenay distribution area including Nelson, Trail, Castlegar, Warfield and Winlaw to be one cent (1 ¢) per mile more than BC mileage rate for all configurations.

**ARTICLE 8A - I**

Effective April 1, 1998-March 31, 1999

**RATES OF PAY (DRIVERS)**

	<u>Full-time Regular</u>	<u>Full-time Probationary</u>	<u>90% Regular</u>	<u>90% Probationary</u>
<b>1. <u>5 Axle Mileage Rates (Single)</u></b>				
Alberta	34.28¢	29.13¢	30.85¢	26.22¢
British Columbia	36.44¢	30.97¢	32.80¢	27.88¢
North of Ft. St. John	39.08¢	33.21¢	35.17¢	29.89¢
Hourly Work Time	\$14.38	\$12.22	\$12.94	\$11.00
Overtime Premium	\$ 7.19	\$ 6.11	\$ 6.47	\$ 5.50
<b>2. <u>6 Axle Mileage Rates (Single)</u></b>				
Alberta	35.37¢	30.06¢	31.83¢	27.06¢
British Columbia	37.53¢	31.90¢	33.78¢	28.71¢
North of Ft. St. John	40.17¢	34.14	36.15¢	30.73¢
Hourly Work Time	\$14.38	\$12.22	\$12.94	\$11.00
Overtime Premium	\$ 7.19	\$ 6.11	\$ 6.47	\$ 5.50
<b>3. <u>7 Axle Mileage Rates (Single)</u></b>				
Alberta	37.44¢	31.82¢	33.69¢	28.64¢
British Columbia	39.60¢	33.66¢	35.64¢	30.30¢
North of Ft. St. John	42.24¢	35.90¢	38.02¢	32.31¢
Hourly Work Time	\$14.73	\$12.52	\$13.26	\$11.27
Overtime Premium	\$ 7.37	\$ 6.26	\$ 6.63	\$ 5.64
<b>4. <u>8 Axle Mileage Rates (Single)</u></b>				
Alberta	37.87¢	32.19¢	34.08¢	28.97¢
British Columbia	40.01¢	34.01¢	36.01¢	30.61¢
North of Ft. St. John	42.63¢	36.24¢	38.37¢	32.61¢
Hourly Work Time	\$14.73	\$12.52	\$13.26	\$11.27
Overtime Premium	\$ 7.37	\$ 6.26	\$ 6.63	\$ 5.64

Mileage rates for section of road Highway #3 west of Cranbrook to west Kootenay distribution area including Nelson, Trail, **Castlegar**, Warfield and Winlaw to be one cent (1 ¢) per mile more than BC mileage rate for **all** configurations.

**ARTICLE 8B - 1****RATES OF PAY (MAINTENANCE EMPLOYEES)**

	<u>Effective April 1, 1997</u>		<u>Effective April 1, 1998</u>	
	<u>Full-time Regular</u>	<u>Full-time Probationary</u>	<u>Full-time Regular</u>	<u>Full-time Probationary</u>
Licensed Mechanic and/or Welder 1	\$19.50	\$16.58	\$19.79	\$16.82
A.S.M. E. Welder	\$20.50	\$17.43	\$20.81	\$17.69
Licensed Mechanic 2 and/or Welder 2	\$18.25	\$15.51	\$18.52	\$15.74
Licensed Mechanic 3 and/or Welder	\$17.33	\$14.73	\$17.59	\$14.95
Qualified Tank Tester	\$16.40	\$13.94	\$16.65	\$14.15
Unlicensed Mechanic and/or Welder 1	\$14.76	\$12.54	\$14.98	\$12.73
Unlicensed Mechanic 2 and/or Welder 2	\$14.15	\$12.03	\$14.36	\$12.21
Trailer Mechanic 1	\$15.24	\$12.95	\$15.46	\$13.14
Trailer Mechanic 2	\$12.67	\$10.77	\$12.86	\$10.93
Apprentice 1st	\$11.35	\$ 9.65	\$11.35	\$ 9.65
Apprentice 2nd	\$13.23	\$11.25	\$13.23	\$11.25
Apprentice 3rd	\$15.12	\$12.85	\$15.12	\$12.85
Apprentice 4th	\$17.00	\$14.45	\$17.00	\$14.45
Tireman	\$13.92	\$11.83	\$14.12	\$12.01
Labourer	\$ 9.31	\$ 7.91	\$9.45	\$8.03
Washman 1	\$15.33	\$13.03	\$15.56	\$13.22
Washman 2	\$14.21	\$12.08	\$14.42	\$12.26
Washman 3	\$12.06	\$10.25	\$12.24	\$10.40
Plant Operator (Calgary)	\$14.60	\$12.41	\$14.81	\$12.59
CargoFlo Operator	\$14.60	\$12.41	\$14.81	\$12.59

Re-classification

Upon three (3) months of full-time employment, an individual's probationary status shall be reviewed.

**Apprentices**

**No changes to current rates until current rates become 90%,80%,70% and 60% of Mechanic/Welder Class 3.**

Shift Differential and Lead Hand Pay (Maintenance Employees)

Shift differential of one dollar (\$1.00) per hour will be applied on **all** afternoon shift hours, when shift commences after 3:00 P.M. Shift differential of one dollar and fifteen cents (**\$1.15**) per hour will **be** applied on all midnight shift hours, when shift commences after 10:30 P.M.

Lead Hand pay will be seventy-five cents (75¢) per hour and designated **by** the shop supervisor.

Shift Differential and Lead Hand Pay - Calgary Warehouse

Shift differential of thirty-five cents (35¢) per hour will **be** applied on all afternoon shift hours when shift commences after 3:30 P.M. An Employee assigned to **an** afternoon shift who is required to report for such shift prior to 3:30 P.M. will **be** paid the afternoon shift differential for hours worked. Shift differential of fifty cents (50¢) per hour will be applied on all midnight shift hours when shift commences after 10:30 P.M.

Maintenance Helper Rate

When **Calgary** Warehouse Employee(s) **aid a** Maintenance Man in the performance of **his** duties a rate differential of fifty cents (50¢) per hour will be paid in excess of the Warehouse Employee(s) regular **rate** while he is performing Maintenance Helper duties.

Sleeper Rates

Sleeper rates: add **8¢/mile** to mileage rates of pay (total is split).

Special Rates

Inventory moves from Edmonton to Saskatoon and Edmonton to Regina, and Flyash hauls will be paid at 90% of regular Rates of Pay, unless part of 2-way loaded trip.

Safety Incentive Pay

A committee is to be established to put in place a safety incentive plan for maintenance employees (Shop & Washrack) similar to the one already in place for the Drivers.

(See Appendix I)

Student Training

The Company shall designate Drivers to do training and said Drivers are to receive an additional three dollars (\$3) per hour when training.

Employee Training

New Employees in all locations will be paid fifty dollars (\$50) per day for all days of initial training. 'Initial training' is defined as all training occurring within the probationary period, and being led by a more experienced Employee or member of management.

Experienced Employees receiving classroom training will receive fifty dollars (\$50) per day. Experienced Employees receiving training in the field, shop or yard will be paid at regular rates.

**SUPPLEMENT B - 1**

**TOOL INSURANCE**

Employees' tools will be fully insured in the event of fire, vandalism, and disasters; and for theft, when all of the tools are stolen. To be covered, each Employee must supply to the Company a complete brand-name list upon starting, with an update following any purchases.

**POWER TOOLS**

The Company will pay for required repairs to the following power tools purchased, with Company approval, by employees for their work.

The Company will reimburse employees for replacement of the following tools if the cost of required repairs is equal to or greater than the cost of replacement:

- 1/2" impact wrench
- air chisel
- air die grinder

electric grinder

Air Grinder

Sander

1/2 and 3/8" drill

3/4" Impact

**Original Bill of Sale required. No claims will be allowed unless all tools have inspected by the company.**

**LETTER OF UNDERSTANDING**

BETWEEN

**ADBY TRANSPORT LIMITED**  
(hereinafter called "the Company")

and

**ADBY EMPLOYEES ASSOCIATION**  
(hereinafter called "the Association")

**PROBATION**

New-hire Adbly Association Member/Employees shall be reviewed by a panel prior to becoming full-time permanent Employees. This panel will consist of the following Management and Association designates:

- (1) Management
- (2) Member of Association Executive
- (3) Shop and/or washrack foreman
- (4) Dispatcher.

The **above** review may occur at any time during any Employee's probation period and will cover performance issues such as

- proper use and treatment of Company equipment
- work habits
- attitude
- willingness to work within Company policies.

This new hire probation review is not intended to replace Management's rights to hire and terminate Employees. Rather, it is a consultative **process** designed to table all pertinent information regarding an Employee's performance to date, and facilitate any decisions Management may have to make regarding an Employee continuing employment with the Company.

Management will have the final decision on retention or termination of probationary Employees. The objective is to eliminate sub-standard work performance at Adbly branches.

The parties agree to extend this review committee on a trial basis for a period of one year beginning April 1, 1996. Any continuation of this process will have to be negotiated and **agreed** to by the parties after expiration of this Letter of Understanding.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1997

For the **Company**

For **the Association**

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