

LOCAL 605 REPORT

Issue #2

December, 2000

C. E. P. Local 605 Children's Christmas Party Dec. 3, 2000 - Saskatoon

We had the kids' Christmas party in Saskatoon out at Circle H Ranch. The party was on Dec. 3, 2000 from 1:00 to 4:00 PM.

We had hot dogs, hot chocolate, and donuts. We cooked hot dogs over an open fire outside. We had sleigh rides for everybody and everybody really seemed to enjoy them.

Santa was there to give presents to the children. We had about 30 children and the parents as well.

It was a good turnout. I had parents buy a gift for their child for \$15.00 or less and I reimbursed \$10.00 for each child.

We had a lot of fun and the owners out there were very nice to deal with.

Barry Anderson
2nd Vice President
C. E. P. Local 605
Saskatoon

C. E. P. Local 605 Adult Christmas Party Saskatoon

On Dec. 16, 2000 we had our annual Christmas banquet at Centennial Auditorium in Saskatoon. We had a very nice meal with prime rib and turkey, etc.

There were about 150 people there to enjoy this evening. We had a band and they were called "The Electric Cattle Company" out of Saskatoon. The dance floor was packed all night once the band started.

During the evening we gave away quite a few door prizes from various companies in Saskatoon. We also had a 50/50 draw to raise money for the children's Christmas party and we raised \$135.00 to put in the kids' fund.

I would like some ideas from people out

there on some ways to raise money for the kids fund. If anyone has any ideas please contact me.

Also, let me know what you thought of the band we had for our Christmas party and should we book them again for next year or give me some names of other bands that we could look at.

Barry Anderson
2nd Vice President
C. E. P. Local 605
Saskatoon

A collection was taken up at the Regina Terminal for Wayne Halko. Wayne is a mechanic in the Regina Shop and was recently diagnosed with cancer for the third time.

With the generosity of the Drivers, Dockworkers, Mechanics and some K.T.L. management personnel from Regina, Saskatoon, Prince Albert, Kelowna, Edmonton, Calgary and Winnipeg, we were able to raise \$960.00 for Wayne and his family. (3 kids - 11, 7, 5)

I would like to thank all of those who found it in their hearts to donate in such trying times.

Submitted by:
Arnie Chapman
Shop Steward
Regina Terminal

The following is a bulletin that the National Union has written for all members of Local 605. With the possibility of Tiger Courier going on strike or being locked out we thought it necessary that you know the position of the National and the Local Union.

Please read this bulletin. If you have any questions about it please contact your steward for clarification.

**Bulletin – Local 605
Communications, Energy, and
Paperworkers Union of Canada
(Kindersley Transport Ltd.)**

Recently Paul Richard (Chief Shop Steward) was approached by Kindersley management requesting what would be the Union’s position should a strike or lockout take place with Tiger Courier Inc., a subsidiary of Kindersley Transport, and presently represented by the Teamsters in Alberta and British Columbia.

Paul correctly responded that it is C.E.P’s position that we will not cross a picket line should one be established. Management therefore have suggested that this violates Article 1.02 of the collective agreement, “whereas, the Union agrees there shall be no strikes, work stoppages, slow down or interruptions of the Company operations. The Company agrees during the term of this Agreement there will be no lockouts”. They further stated that “a cessation of work or a refusal to work, or to continue to work, by employees in combination, in concert or in accordance with a common understanding is a strike”.

We felt it was imperative that all members understand their rights in accordance with the Canada Labour Code & Occupational Safety and Health Act and further what actions the Local and Union have taken to clarify our position with the employer during any work stoppages.

Even though Mr. Richard has responded to the question, we view this question of the employer clearly premature, given that no strike has taken place nor lockout occurred. Therefore, without being confronted with the actual situation the Union will reserve our position. Secondly, the position advanced by Mr. Richard, that the Union and the members should not normally cross a picket line is clearly related to our overall concern about our members well being and safety.

The Canada Labour Code Part II - Occupational Safety and Health, in particular section 128. [85] (1) Refusal to work if danger – subject to this section, where and employee while at work has reasonable cause to believe that

a) the use or operation of a machine or thing constitutes a danger to the employee or to another employee, or

b) a condition exists in any place that constitutes a danger to the employee, the employee may refuse to use or operate the machine or thing or to work in that place.

No employee refusing to work if danger exists can be disciplined for such refusal.

In addition to the above noted position of the union, should a strike or lockout occur we are prepared to defend your rights under the Collective Agreement, the Canada Labour Code and/or the Occupational Safety and Health act. Further,

no employer or person acting on behalf of an employer shall suspend, discharge or impose any financial or other penalty on an employee, or take any other disciplinary action against an employee, by reason of his refusal to perform all or some of the duties and responsibilities of another employee who is participating in a strike or subject to a lockout that is not prohibited

We have further forwarded a letter to the employer suggesting that should a strike or lockout occur they should consider and recognize the long term effects of crossing picket lines and any future cross cooperation between departments. They should, therefore, only deliver to such locations in extreme circumstances and their own management should take the responsibility for crossing any picket lines at those locations as it would be at their own peril.

We have had numerous strikes under the Canada Labour Code and clearly our best solidarity is to *ensure* we have done everything

possible to support the bargaining unit that is striking or locked out. Management has no legal right to force us to do the work of striking employees and we have always felt a moral obligation not to assist others who may be doing the work of the striking/lockout members.

This should give you as a member clear direction of what you should consider if confronted by this situation and secondly, to know your union is behind your decision all the way.

In Solidarity,

Ron Carlson
Administrative Vice President

Gord Steininger
National Representative

Communications, Energy and Paperworkers
Union of Canada

O. H. S. Corner

I have been an Occupational Health and Safety Co-chairperson for about 3 years. If you have any safety concerns please check the list of O.H.S. Officers, that should be posted at all the terminals. Contact the O.H.S. Officer at that terminal by writing your concerns and signing them. If you cannot contact your O.H.S. Officer, mail your concerns through the truck mail to Wayne Kinzel, Saskatoon, Hi-Way.

If there is no listing of O.H.S. Officers posted at your terminal please advise me through truck mail. I usually meet once a month with the company to discuss safety concerns. Our last meeting was on Oct. 13, 2000, when we discussed concerns from throughout Kindersley's branches. We have made great strides in making KTL a safer work place but there is still a lot of work ahead. With your help and ideas, and working together, we can make it happen.

Wayne Kinzel

The annual shop steward convention was held in Saskatoon on Dec. 2nd and 3rd. Stewards from all terminals were present with exception of Toronto.

Representatives from the National Union were also present. Issues were discussed with the National reps about ways that the National Union should become more involved at a higher level than just our local. Issues such as lobbying governments about changes to laws and regulations in the trucking industry, and gathering information about out industry that we can use at the local level.

An increase in the honorarium that stewards receive every year to help cover some of the expenses they have was increased to two hundred dollars per year. Other local issues were discussed.

Did You Know !!

When you have equipment breakdown you get paid for a portion of the down time. Article 24:11 of the collective agreement states:

A. In the event of an equipment breakdown and the driver is delayed, \$6.00/hour will be paid for the first eight (8) hours of the breakdown and the following sixteen (16) hours will not be paid. This cycle continues until the breakdown has been remedied. Company will pay for hotel accommodations and meals as outlined in the Employee Handbook and authorized by a supervisor.

B. If a major breakdown of equipment occurs at the employee's home branch after being dispatched and that employee is delayed from leaving the branch at their departure time, the following rules will apply:

If the delay will be greater than three (3) hours from the departure time, the company will have the option of sending the employee home until the repairs are completed and pay the employee for three (3) hours time at their regular rate.

If the employee remains or is required to remain at the branch, there will be no payment for the first hour, and a payment for six dollars (\$6.00) for each hour or portion thereof to a maximum of eighth (8) hours paid.

The employees agree that they will advise the company immediately upon discovery of any problem with their vehicle in order that the vehicle may be repaired as quickly as possible. In addition, the breakdown for which a claim is made will be indicated on the trip sheet and initialed by the supervisor.

At any time you are called to a meeting with the company in regards to discipline you are entitled to have a shop steward present. You should advise your supervisor that you wish to have a steward present at the meeting. If one is not available then arrangements should be made to hold the meeting when a steward is available. In the case of a dismissal a steward must be present.

Sexual Harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands. It can be either on a one-time basis or in a continuous series of incidents, however minor. Sexual harassment is coercive and one-sided and both males and females can be victims.

Personal Harassment is any behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job or threatens the economic livelihood of the individual.

Racial Harassment is any unwanted comments, racist statements, slurs and jokes, racist graffiti and literature including articles, pictures and posters.

Grievance Update

Status of grievances on previous report:
03 - 016 - Regina - Awaiting Arbitration Date

- 12 - 003 - Winnipeg - Settled
- 01 - 040 - Saskatoon - Awaiting Arbitration Date
- 01 - 050 - Saskatoon - Arbitration January 9th and 10th, 2001
- 01 - 051 - Saskatoon - Arbitration January 11th and 12th, 2001
- 01 - 053 - Saskatoon - Awaiting Arbitration Date

New Grievances as of Dec. 16 / 00

- 01 - 055 - Saskatoon - Article 12:05
Some branch drivers attended a safety meeting in Saskatoon on November 5th and were not paid for the meeting.
The company says that they were not paid for it because the meeting was for dock-workers and city drivers only.
The Union states that article 12:05 does not state which meetings an employee must attend. The company has paid drivers in the past that attended city driver safety meetings and the poster that was on the bulletin board does not say city drivers and dock-workers only.
Status: Advanced to Step 2

I would like to thank those who contributed to this report:

- Arnie Chapman – Regina*
- Wayne Kinzel – Saskatoon*
- Darryl Hicks – Prince Albert*
- Barry Anderson – Saskatoon*

*The deadline for the next report will be February 28, 2001.
Please forward all info to:
Paul Richard c/o Hiway Dispatch,
Saskatoon Terminal*

Merry Christmas and Happy New Year