

LOCAL 605 REPORT

Issue #4

December, 2001

PRESIDENT'S MESSAGE

As a newly elected President I would like to take this opportunity to give you a little bit of history about my involvement with Kindersley transport and with our union.

I have worked for Kindersley continuously since September, 1982. I started as an Open Dispatch for approximately one and a half years, then I took the position as a branch driver out of Saskatoon.

As for my involvement with the union, I was assistant to the president of the association that was in place at Kindersley before the union came on board. I played a major role in the certification of the union back in 1990, and stayed on as President till 1993, when I stepped down and took the position of Vice President. In 1995 I returned to the position as President till 1999. I then took the newly created position of Chief Shop Steward. I have now resumed the President's position and stayed on as Chief Shop Steward.

With a new year soon to come I am sure I will see many challenges ahead. Some new and some old. Our current contract expires in January of 2003 which means that we can start negotiating a new contract in October of 2002. After attending our annual stewards convention at the beginning of December and through my experience as Chief Steward I have learned that there are many loopholes in our

contract. These have to be addressed at negotiations.

I look forward to meeting members new and old at our spring tour in 2002. We will be discussing the upcoming negotiations during this tour and hope we will see you there so that we can get good input from the members.

See you in the spring:

In solidarity
Paul Richard
President, Chief Shop Steward
Local 605, C.E.P.

PROFILES

Arnie Chapman - Branch Driver - Regina

Arnie has been with the company for 18 years. he started as a lead hand on the dock for about 1 1/2 years then moved on to branch driver position doing switches.

He has been shop steward for the Regina terminal for the past 11 years.

His favorite pastimes are fishing, camping and dog sledding.

Mel Letkeman - Yard Driver - Saskatoon

Mel has been with the company since March of 1980. He was a dockworker until May of 1990 with 1 1/2 years spent as dock foreman. He then went on as a city driver till January of 2001 when he took a posting as a yard driver.

He started to get involved with the union first as a shop steward and has

been Sec. Treasurer for the past 3 years.

Mel has been married for 22 years and has 4 children. He loves sports and also does youth ministry at Saskatoon Evangelical Free Church.

Kevin McLeod - Branch Driver - Saskatoon

Kevin started with the company in November of 1992. He started as a double driver and then went as an open dispatch till he took a position as a branch driver approximately 5 years ago.

He was shop steward for 3 years and has been Vice President of our local for 1 year.

Kevin coaches ball and loves to play soccer.

O.H.S. Corner

This Dec. at the annual Shop Stewards' convention I had a Federal Occupational Health and Safety Officer give a mini course to the Shop Stewards and Executive Board members. A couple of your O.H.S. representatives were also in attendance. The mini-course was very informative. The new regulations brought in on Sept. 2000 are moving in the right direction to making your workplace a safer place to work. As these regulations only came into effect in Sept. 2000 and the feds are giving all federally regulated companies time to institute these new rules. At the monthly operators committee meeting, your committee informed management of the revised regulations change and they were unaware of any but will check into them. The Union Executive will also mention to management about these new regulations which include the

company setting up a new joint Policy committee with the workers to set up and institute new safety rules for the workplace. We will keep you up to date regarding any new regulations as they become known to us. The minutes of your terminal O.H.S. meetings should be posted in a place which is easily accessible. I suggest you take a look at them and see what is going on. You can suggest to your O.H.S. representative any safety concerns you might have.

Have a Safe Year.
Wayne Kinzel
O.H.S. Co-chairperson

Steward's Convention

The Local's annual Steward's convention was held on December 7,8, 9th at the Radisson Hotel in Saskatoon.

Stewards from all terminals attended along with National Reps from Winnipeg, Regina, Calgary and Edmonton.

This year we had invited guests from Boychuk Transport from Edmonton who are members of C.E.P to meet other members of the C.E.P. who are in the same industry as we are. This was a real treat. They have a lot of similar problems that we have in our workplace. I believe they enjoyed the convention and may have gone home with some ideas of how to solve some of the problems in their workplaces. Boychuk transport have approximately 80 employees in the Union and Haul Petroleum Products. They are a composite local of 777 in Edmonton.

Another guest at the convention who seemed to interest a lot of the stewards

was a gentleman from Occupational Health and Safety Canada Federal Labour Board. This gentleman gave us a slide presentation and explained some of the new laws that apply to Occupational Health and Safety along with new responsibilities of both the employer and the employees.

Many other issues pertaining to the operations of our local were discussed. Talk to your stewards if you want more details of the convention.

Elections were held at the convention for the position of President, Second Vice President, Chief Shop Steward, and Member at Large. All Positions were filled by Acclimation except for the position of President which there was an election held.

Results of the elections and a list of stewards new and old are as follows:

Executive Board for 605

- President - Paul Richard - newly elected
- Vice President - Kevin McLeod
- Second Vice President - Barry Anderson
- Secretary Treasurer - Mel Letkeman
- Member at Large - Dmitri Zarembo

Shop Stewards

- Chief Shop Steward - Paul Richard
- Highway Open Dispatch - Darrel Hicks
- Saskatoon Dock, City - Doug Hingston
- Saskatoon Trailer Shop - Paul Ricklefs
- Saskatoon Tractor Shop - Paul Richard
- Regina - Arnie Chapman
- North Battleford - GERALD Gratton - newly elected
- Lloydminster - Kevin McLeod
- Edmonton - Weedon Rouse
- Calgary - John Hagel - newly elected
- Calgary - Rick McLean - newly elected
- Vancouver - Dave Pavitt
- Vancouver - Lyndon Hastick - newly elected

- Kelowna - Boyd Goettling - newly elected
- Winnipeg - Blaine Sonners
- Toronto - Paul Richard

Grievance Reports

Status of grievances on last report:

03-016-Article 19 - Regina

This grievance was settled on Dec. 6/01. The Union along with the grievor and the company agreed to settle in order to avoid arbitration. The company will hold back one bonus from the grievor instead of two.

01-040 - Article 9:01 & 18:01 - Saskatoon

This grievance was jointly connected to grievance 01-053. Settlement came in August by way of a letter of understanding between both parties.

01-051 & Article 2-4-7-8 - Saskatoon

Arbitration was held on Dec. 3-4. Decision from arbitration board is expected by end of January, 2002.

01-056 - Unjust Dismissal - Saskatoon

Grievance was dropped. We were unable to contact the driver who was dismissed as he moved away from Saskatoon.

11-010 - Past Practice (1:01) - Calgary

This grievance was on hold waiting for more information from Calgary. Further information that was needed was not forwarded therefore grievance was dropped.

01-059 - Article 7 - Saskatoon

Grievance settled - company paid grievor 3 hours of pay.

New Grievances

01-060 - Unjust Dismissal - Saskatoon

Driver was dismissed for too many driving infractions. He was put on a step 4 but continued to have infractions against himself. Driver indicated that he did not wish to return to work. Grievance dropped.

01-061 - Article 22 and 23:03 - Saskatoon

Grievor was not paid proper rate of pay for unloading and for mileage. This involved a peddle run between Saskatoon and Shellbrook. On occasions some drivers would be paid by the hour to do this run and other times they would be paid by the mile and the drop. Company says that it has always been paid by the hour. The manager made a mistake by paying by the mile and drop. Grievance went to step 4. Union dropped the grievance at this point.

01-062 - Article 5 - Saskatoon

This grievance was based on a disagreement that a driver had with a dispatcher. Given the circumstances surrounding the incident the union felt that the letter of discipline handed out to the driver was not warranted.

The grievance went to step 4. The company revised the discipline letter to the driver and the dispatcher received a letter of discipline. At this point the grievance was dropped.

01-063 - Article 18 - Saskatoon

An employee bid on a position as a shunt driver on evening shift in Saskatoon. The employee was awarded the position. After six months into his new position the company advised him

that they were paying him the wrong wage classification and that he would have to take a decrease in pay from City Driver 6 to Dock Worker 6. Grievance went to step 4 before being settled.

Company reinstated him to City Driver class 6 and reimbursed him for the difference in pay.

01-064 - Article 7 and Letter of Understanding on pg. 28 of collective agreement - Saskatoon

A Day Branch Driver was not dispatched out to work. A spare Board Driver was used in his place. The union demanded that the company pay the Branch Driver wages that he lost on the day in question.

Grievance went to step 4. Both parties agreed that this was a mistake on the dispatchers part and that there was no attempt on the company's behalf to abuse the letter of understanding on pg. 28 of collective agreement. Grievance dropped.

0-1-065 - Article 18 - Saskatoon

The Union is grieving the company practice of improperly paying some of the yard switch drivers. This grievance is a continuation of grievance 01-063. Grievance has gone to step 4 and is awaiting arbitration dates.

01-066 - Article (5)(9)(22)(7) - Saskatoon

This grievance was an unjust dismissal. Situation was that a Branch Driver's position was eliminated. Instead of giving the Branch Driver an opportunity to bump into another position the company used him as an open Dispatch Driver. The Driver approached his Supervisor on several occasions to try and find out exactly

what his position was. After a lengthy period of time without any response from his supervisor the driver bobtailed home from Edmonton hoping to get this matter straightened out. When he arrived in Saskatoon the company refused to talk about the matter because they considered the driver quit once he bobtailed to Saskatoon. We disagreed and filed a grievance, the driver was wrong by bobtailing to Saskatoon but the situation surrounding the matter had to be considered. The driver was reinstated to his position, but had to pay to offset the cost of bobtailing from Edmonton to Saskatoon. Grievance settled.

01-067 - Article 23:02 - 23:04 - Saskatoon

A driver unloaded at a customer. Once he unloaded he reloaded empty pallets and then proceeded to unload the pallets at one of our terminals.

The company did not want to pay for leading the empty pallets because they said there was no revenue. Our contract does not specify that drivers will not be paid for loading or unloading if the company does not receive revenue for it.

The grievance has gone to step 4. Company has agreed to pay the driver for loading the pallets. Both parties will sit down in the near future to address the problem of non-revenue load such as this.

01-068 - Unjust Dismissal - Saskatoon

This grievance involved an Open Dispatch Driver that ran into the U.S.A. The driver was coming from the U.S. to Saskatoon. He bought a case of beer in the States, put it in his donkey box, and when he arrived at the border he was

asked if he was bringing anything home. The driver advised them of the case of beer. He was then suspended for 24 hours at the border because of unmanifested alcohol. The company then dismissed him when he got to Saskatoon.

A grievance was filed. Driver did not know that the beer had to be manifested. Nothing on his file indicated that he had problems similar to this. The Union felt that a discipline would have been more appropriate than a dismissal. Company agreed to re-instate the driver along with 6 days back pay. Driver decided not to come back to work for the company. Grievance was dropped by union.

01-069 - Article 18 - Saskatoon

This grievance is a continuation of grievance 01-063 and 01-065. It is now at step 3.

11-015 - Calgary

A City Driver was given a ticket by the police because of a dangerous goods spill. The City Driver decided to fight the ticket in court. He took a day off of work to attend court. Grievance was filed requesting that the company pay for the drivers lost wages for the day he took off work to attend court.

There is no article in our collective agreement that covers situations such as this.

Grievance went to step 4 with no success. Grievance dropped.

11-016 - Article 8.1 - Calgary

There was a dispute amongst some of the drivers on the Oyen switch as to who should be pulling Rockies.

In order to settle this grievance the company and the union agreed that the drivers on the Oyen switch should take

turns pulling Rockies to Oyen in order to distribute the work evenly. Grievance settled at step 3.

11-017 - Unjust Dismissal - Calgary

After a prolonged delay waiting for trailers at the Calgary yard the Switch Driver decided to go home and not do his switch.

The company considered him as quit.

Grievance was filed. Meetings were set up with company to discuss conditions of his return to work.

When driver was contacted about these meetings he decided not to return to work for the company. Grievance dropped at step 4.

03-023 - Article 24:04 - Regina

Some dock workers who retain a class IA are being told they must have a physical exam and supply a drivers medical at their cost every two years.

Our collective agreement says that only City and Highway Drivers must supply a medical at their cost every two years.

Awaiting arbitration dates.

15-006 - Article 7 and 17 - Vancouver

Dockworker was told that because of a possible slow down in freight that he may not be working every day. Dockworker requested that he be allowed to exercise his bumping rights if this should happen. Company said that he would not be entitled to bump because he did not take an earlier posting on to night shift where there was less chance of a lack of work.

Grievance went to step 3. Union thought we had a possible settlement at this point, but after receiving further information from the Shop Stewards we advised the company that we wish to

discuss this grievance further..

This issue will be discussed at next union-management meeting.

Article 19 - Lloydminster

Employee prepared a truck for deliveries. The driver of the truck made his first stop and then proceeded to his second stop. When he opened the doors at his second stop he discovered that a pallet of beer had fallen over. Company claimed that it was the fault of the person who loaded the truck and proceeded to take a portion of his bonus for the damage. Grievance went to step 3. Company agreed not to take a portion of his bonus.

Unfair Labour Practice

In July of 2001 the union filed an unfair labour practice application with the Canada Labour Board against Kindersley Transport.

The following is a brief of how this application came about and what the outcome was.

On May 9 of 2001 the company proposed a change in the new hire mileage rate.

On May 16 of 2001 the Union and the Company met to discuss this proposal. At this meeting the Union indicated to the Company that we wished to bargain on this situation. The company in turn refused to bargain and indicated to us that we would have to take what they proposed. At this point both parties went their separate ways.

On May 27, 2001, a fax was sent to the company asking them to reply to us in writing as to what their intentions were in regards to this matter. We never received a response.

On May 28, 2001, a memo was sent to

Highway Drivers by the company indicating to them that the Union Executive rejected the increase proposed by the company. The company went on to say that they would be deducting from the pay checks of over 50 Drivers the amount they overpaid because they went ahead and paid the proposed increase without bargaining with the Union.

The Union felt at this point that the company was trying to undermine the union as the sole and exclusive bargaining agent for members of Local 605.

After discussion with legal counsel and Executives of the Local along with reps from the National we filed an Application of Unfair Labour Practice on July 16, 2001.

The Canada Labour Board then appointed an investigator to our case.

After several months the investigator proposed a solution to this without going to a hearing.

The Union agreed to drop the unfair labour practice application if the Company would write a letter to the Union stating that the Company recognizes the union as the sole and exclusive bargaining agent for the employees. And in order to make changes to the collective agreement that both the Company and the Union are required to discuss the issues.

This proposed solution was agreed upon by both parties.

A settlement was agreed upon in November. Company wrote a letter to the Union. And the Union dropped the application.

Saskatoon Xmas Parties

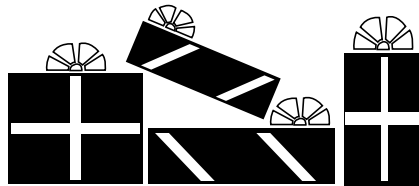
A Christmas party was held for the

children on Saturday, December 1st at the Lakewood Civic Centre. Approximately fifty children enjoyed swimming, refreshments, and of course Santa with his gifts.

The adult Christmas party was held on Saturday, December 15.

Between one hundred and sixty-five and one hundred and seventy members along with their spouses and friends sat down to a wonderful supper followed by live entertainment by the band Long-shot.

There were many door prizes and a surprise guest appearance by the Second Vice President, Barry Anderson on stage who sang a song for the crowd.



Fortunately for Barry he kept his day job.

Did you Know?

As of October, 2001 there were 497 members in good standing in our Local.

Article 8:01 Job Postings

Company determined full time vacancies shall be posted on bulletin boards easily accessible to employees within the branch where the vacancy exists.

Vacancies shall be posted for a period of (10) ten days to permit employees at the branch to apply for the position posted.

Vacancies created as a result of an employee successfully obtaining another position shall be filled at the discretion of the company.

An employee will be entitled to one successful posting within a 12-month period.

Positions will be awarded to the most qualified person who has applied for the position. If (2) qualified people, who are being considered, are relatively equal, the senior applicant will be accepted.

The deadline for the next report will be February 28, 2002. Please forward information to Paul Richard c/o Highway Dispatch, Saskatoon Terminal.

Article 8:02 Transfer

If an employee wishes to transfer to another classification, branch, or shift he/she shall complete an employee transfer form and submit it to his/her supervisor. The supervisor will submit the form to administration to be maintained in the employment bank for future job openings. Transfer forms submitted by employees will be reviewed prior to outside applicants.

As of November, 2001 the strike fund for the National Union was approximately 18 million dollars.

Our local is setting up a web site. It should be operational early in the new year.

Watch for more info to come.

Contributors to this Report

- Mel Letkeman - Saskatoon
- Arnie Chapman - Regina
- Barry Anderson - Saskatoon
- Kevin McLeod - Saskatoon
- Wayne Kinzel - Saskatoon



*Merry Christmas
and
Happy New Year*

