

COLLECTIVE AGREEMENT



B E T W E E N :

CBRT & GW
EFFECTIVE: 90-04-01
TERMINATES: 93-03-31
No. OF EMPLOYEES:
225

HENDRIE TRANSPORTATION INC.

(hereinafter referred to as "the Company")

of the FIRST PART

- and -

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS

(hereinafter referred to as "the Union")

of the SECOND PART

APRIL 1, 1990 - MARCH 31, 1993

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THIS AGREEMENT made this day of , 1990.

B E T W E E N :

HENDRIE TRANSPORTATION INC.

(hereinafter referred to as "the Company")

of the FIRST PART

- and -

**THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS**

(hereinafter referred to as "the Union")

of the SECOND PART

PREAMBLE AND PURPOSE

The Company and the Union each agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize the mutual interests of the parties, to provide proper means through which information may be transmitted from one to the other, to formulate rules and policies to govern the relationship between the Union and the Company, to promote efficiency and service, to establish rates of pay, hours of work, safe working conditions, and other terms and conditions of employment as set out herein, and to set forth a procedure to be followed by the parties hereto and by the employees covered by this Agreement for the expeditious and proper settlement of any disputes which may arise on the administration of the terms of this Agreement.

ARTICLE 1

RECOGNITION

- 1.1 The Company recognizes the CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS as the sole and exclusive bargaining agent for all employees covered by this Agreement.
- 1.2 The employees covered by this Collective Agreement shall be those employed by the Company in any of its locations and included in any of the job classifications set forth in this Agreement.
- 1.3 The classification and rates of pay for additional positions established on payrolls of the Company covered by this Agreement shall be in conformity with classifications and rates of pay for positions of similar kind of class covered by this Agreement. In the event that there is required the establishment of new classifications as a result of technological changes or the use of new equipment, or for any other reasons, the Company undertakes to give to the Union reasonable and adequate prior notice of any requirement to establish new classifications. The rate for any new classification shall be established by the Company on a trial basis and in a manner which will give consideration to the position of the new classification with the wage structures already established. The trial period for the new rate shall be thirty (30) days. Within the period of thirty (30) days, the Union may request the Company to discuss the new rate and if these discussions do not settle the matter within the trial period, then the establishment of the rate may be referred to arbitration. The arbitration award shall be made within the next sixty (60) days and it may be made on a retroactive basis back to the date when the new classification was established and filled by employees of the Company. The Arbitration Board shall be bound by the condition that in fixing the new rate, it must give consideration to the position of the new classification within the wage structure which have already been agreed upon by the parties.

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- 1.4 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National Union shall have the right to visit the **property** of the Company, provided that these visits shall not interfere with the conduct of business of the Company and provided further that the representative shall obtain the consent of management before visiting any property of the Company; which consent shall not be unreasonably withheld.
- 1.5 The **signators** to this Agreement have agreed that neither party shall enter into any agreement with the employees which conflicts with the terms of this Agreement, unless mutually agreed between the Company and the Union.
- 1.6 Mutual agreement shall be in writing between the proper officer of the Company and the Local Chairman of the Brotherhood.

ARTICLE 2

UNION SECURITY

- 2.1 All employees covered by this Agreement who have completed sixty (60) days of work for the Company must be members of the Canadian Brotherhood of Railway, Transport and General Workers' Union and they must remain members of the Union in good standing as a condition of continued employment. Notwithstanding the above terms, it is agreed that the Company shall not be required to discharge an employee who has been refused or denied Union membership unless the grounds upon which the Union refused or terminated the employee's membership are valid. In the event that the Company questions the validity of the reasons for the refusal or termination of Union membership, the matter may, at the request of the Company, be determined by an Arbitration Board.
- Y/V

- 2.2 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly Union dues as determined by the Brotherhood in accordance with its constitution. The Company shall be advised in advance of any changes in the amount of monthly Union dues or initiation fees to be deducted. ✓
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- 2.3 The Union dues referred to above, shall be remitted directly to the National Secretary-Treasurer of the Union at 2300 Carling Avenue, Ottawa, Ontario K2B 7G1, along with a list of the names of all those on whose behalf deductions have been made. A copy of this list will be provided by the Company to the local Union, and, on a monthly basis, the Company shall send to the local Union Chairman, a list of all new employees who have acquired seniority, and the Company shall send monthly to each branch chief steward a list of new branch employees who have acquired seniority.
- 2.4 It is agreed that Union membership will not be refused or terminated for reasons of race, national origin, colour, religious beliefs, or political beliefs. ✓
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ARTICLE 3

STRIKES AND LOCKOUTS

- 3.1 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Company agrees that there will be no lockout.
- 3.2 The Union recognizes the right of the Company to protect its business and the property of its customers. Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union, if in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interest of the Company, its employees or the Union.

In such matters, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 4

UNION MEETINGS

- 4.1 The Union agrees that there will be no general Union meeting called during working hours.
- 4.2 The Company agrees to make available the facilities of its various lunchrooms for the purpose of the Brotherhood activities outside working hours provided that adequate prior arrangements have been worked out between the parties for the holding of any monthly or special meetings.
- 4.3 The Company agrees that, on the evenings when the Union is holding a monthly meeting, it shall make every reasonable effort to schedule work in a manner which will permit employees to attend.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.1 The Union acknowledges that it is the exclusive function of the Company to:
 - (a) maintain order, discipline and efficiency:

- (b) hire, discharge, promote, demote, suspend, or otherwise discipline employees, provided that a claim of an employee that he has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) generally to manage its business in all respects in accordance with its obligations, subject to the provisions of this Agreement;
- (d) make and alter from time to time rules and regulations which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules and regulations which are made or altered by the Company from time to time. In addition, the Company will provide the Union Executive with reasonable advance notice on the establishment of new rules or amendments to current rules. The Union will be given an opportunity to discuss these matters with the Company prior to the Company putting into effect any rule or any amendment to a rule. Discussions shall be sought by the Union as early as possible so that there will not be any unreasonable delay before rules or amendments to rules are implemented.

ARTICLE 6

UNION COMMITTEES+

- 6.1 The Company recognizes the right of the Union to appoint or otherwise select both a negotiating committee and a grievance committee and the Company undertakes to recognize and deal with both these committees.
- 6.2 Wherever possible a grievance shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when a grievance or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

- 6.3 If the Company Representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid straight time for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- 6.4 The Union will inform the Company in writing of the name of the Steward and any subsequent change in name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 6.5 The Company will notify the Regional Office prior to the suspension or discharge of a Steward, except in the case of consumption of intoxicants while on duty or on Company premises, or proven dishonesty.
- 6.6 For the purpose of processing specific grievances or disputes, the Union Representative and Stewards shall have access to trip sheets and time cards, that are pertinent to the grievance. Trip sheets and time cards will be made available immediately at the Toronto Terminal during the office hours of the Company and at the other terminals within three (3) working days, or as mutually agreed in writing.

ARTICLE 7

GRIEVANCE AND ARBITRATION

- 7.1 The parties to this Agreement agree that all steps shall be taken to assure the complaints relating to the administration or interpretation of this Agreement shall, be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the Grievance Procedure. It is understood that a reasonable amount of time may be spent by the members of the Union Grievance Committee

in order to investigate and participate in grievance matters and the Union agrees that the members of its Committee will co-operate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.

- 7.2 An employee who has a complaint shall discuss his complaint with his supervisor. If a matter is not settled between an employee and his supervisor then the following steps in the Grievance Procedure shall apply:

Step

The grievance shall be in writing on a form. One copy of this form shall be given to the Terminal Manager (or his designate) and one copy shall be given to the employee's Steward. The grievance form must be presented to the Terminal Manager (or his designate) within five (5) working days after the occurrence of the matter complained of and the Terminal Manager (or his designate) shall answer the grievance in writing on the form presented to him within five (5) working days after he has received same.

Step 2

If the matter is not settled the local chairman of the Union or his representative may, within five (5) working days after receiving the written reply of the Terminal Manager (or his designate), present the grievance to the Vice-President of the Company or his nominee. Following presentation of the grievance under this Step, there shall be arranged a meeting between management and the Grievance Committee which meeting shall occur within seven (7) working days after the grievance has been presented to the Vice-President (or his nominee), who shall give his written reply within seven (7) calendar days following the meeting.

- 7.3 In the event that the matter has not been settled, either party may, within fifteen (15) working days following the aforesaid meeting refer the matter to

arbitration by giving to the other party a written notice of its intention to proceed to arbitration and this notice shall state the specific matter to be dealt with at arbitration and the specific relief sought by the party. The party referring the matter to arbitration shall suggest a sole arbitrator to hear the matter in such notice. The other party shall accept one of the suggested sole arbitrators or reject all of the suggested sole arbitrators. In the event the other party rejects all the suggested sole arbitrators, such party will suggest other sole arbitrators within five (5) working days after receiving the notice.

- 7.4 Within five (5) working days from the last five (5) working days mentioned in Article 7.3, if the parties are not able to agree on a sole arbitrator, they shall request the Ontario Labour Management Arbitration Commission to make the appointment of a sole arbitrator, and in the event that he does not make the appointment, then the appointment shall be made by the Minister of Labour of Canada.
- 7.5 The sole arbitrator so appointed shall then forthwith consider and determine the matters in issue which have been submitted to him for disposal, and the decision of the sole arbitrator shall be final and binding on all parties concerned.
- 7.6 No person shall be appointed as an arbitrator who has been involved in any matter concerning the industrial relations between the Company and the Union, or who has acted as a paid agent, Attorney or Solicitor for either party.
- 7.7 Each of the parties hereto shall jointly and equally bear the expense of the sole arbitrator.
- 7.8 No matter shall be submitted to the sole arbitrator which has not been properly carried through previous Steps of the Grievance Procedure in accordance with the Agreement.

- 7.9 The sole arbitrator shall not make any decision inconsistent with this Agreement, nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute, subject to the powers given to a sole arbitrator under Article 1 of this Agreement.
- 7.10 When an employee has been found to have been unjustly dealt with, the sole arbitrator shall have the power to order reinstatement with or without compensation as it sees fit.
- 7.11 In the event that either the Company or the Union wish to present a policy grievance alleging a violation of this Agreement, such grievance must be presented in writing within seven (7) working days after the occurrence of the matter or matters complained of. If the Union files such a grievance, it shall be done by the Local Chairman submitting a statement of the claim to the Terminal Manager who shall answer same in writing within four (4) working days, and the other Steps of the Grievance Procedure as outlined above shall then apply. If the Company files such a grievance, it shall be done by the Terminal Manager submitting a written statement of the grievance to the Local Chairman of the Union. He shall answer the grievance in writing within four (4) working days and if the matter is not settled, there shall be a meeting between the Union Grievance Committee and management within seven (7) working days after the Local Chairman has submitted his answer. The reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.
- 7.12 All time limits as specified herein for the Grievance or Arbitration Procedures may be extended but only by mutual agreement confirmed in writing. In particular, it is recognized that when a person who is involved in a grievance is not available due to absence away from his home Terminal or when it is necessary to transfer grievance documents from one Terminal to another, then the parties will co-operate to provide a reasonable extension of a time limit as specified above for the presentation, processing or discussion of a grievance.

ARTICLE 8

ADMINISTRATION OF DISCHARGE AND DISCIPLINE

- 8.1 It is agreed that, whenever an employee is to be discharged or disciplined, an investigation will be held as soon as possible. When the nature of the alleged offence is one in which dismissal is contemplated, an employee may be suspended pending investigation up to a maximum of three (3) working days. During this time he shall be given one (1) days written notice of hearing for investigation of his case and the statement of charges against him. The employee concerned shall be entitled to the assistance of Union representative for the purpose of any investigation or meeting with the Company. A decision in writing of the investigation must be rendered within three (3) working days after completion of the investigation and the holding of any meeting between the parties.
- 8.2 In cases of minor discipline, which shall be interpreted to mean all cases where other than discharge is contemplated, no discipline will be imposed involving loss of wages until the employee has received a written notice of the intent and charges, and is given three (3) working days in which to elect a hearing. He may make such request in writing through his Union Steward. Copies of written notices of hearings, charges and intents will be provided to the Branch Steward or Local Chairman, as the case may be.
- 8.3 Any discipline assessed will be imposed without delay.
- 8.4 Postponements of above procedures may be mutually arranged.
- 8.5 Any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of two (2) years then removed. A copy of all such entries or documents shall

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be given to the employee and to the Union at the time an entry or document is placed in the file and both the employee and the Union shall be required to acknowledge receipt of same. Any written reply from the Union shall also be placed in the employee's file.

- 8.6 A grievance concerning the discharge or discipline of an employee will be processed commencing with Step 2 of the Grievance Procedure within seven (7) calendar days of the date the employee is notified of the discipline or discharge after the investigation under Article 8.1.

ARTICLE 9

LEAVE OF ABSENCE

- 9.1 Employees for justifiable reason may request and receive leave of absence without pay and without loss of seniority up to a maximum period of three (3) months providing an application is made in writing and that the terms of any leave of absence are agreeable to the Company and the Union. If any such leave of absence is granted, the Company shall provide the Union with a copy of the terms of the leave of absence. An employee will be considered subject to disciplinary action as a result of any violation of these terms. In case of sickness or other exceptional circumstances, the Company may extend a leave of absence, but under no circumstances shall leave of absence be granted for employment with any other company.

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- 9.2 Leave of absence without pay will be granted to employees to attend Union conventions, Union educational seminars or local business, provided that prior written notice of at least two (2) working days has been given to the Company of the request for such leave and provided further that the number of employees requesting leave at any one time shall not be unreasonable so as to curtail the operations of the Company. Whenever Union delegates are elected to attend a convention or seminar, the Union shall notify the Company in advance of the time and length of absence

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required by these delegates to attend any Union convention or seminar. Notification from the Union shall be at least two (2) working days before the employees leave.

9.3 The Company shall grant leave of absence without pay and without loss of seniority to any employee who is elected or employed to serve on a full-time basis with the Union, provided, however, that such leave of absence shall not extend beyond one (1) year. However, any such leave of absence could, with the consent of the Company, be extended by yearly intervals. (1/2/2)

ARTICLE 10 5/11

STATUTORY HOLIDAYS

10.1 The following Statutory Holidays shall be granted with pay to all employees covered by this Agreement who have performed a minimum of ten (10) working days with the Company:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Day before Christmas
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
	New Year's Eve

10.2 To qualify for any Statutory Holiday pay, an employee must:

1. Be in the employment of the Company ten (10) working days.
2. Have worked at least ten (10) out of the thirty (30) days immediately preceding the holiday.

10.3 It is understood that the parties hereto as well as the employees covered by this Agreement shall do everything

possible to prevent absenteeism from the scheduled work days immediately before or immediately after any Statutory Holiday.

- 10.4 Statutory Holiday pay shall be calculated at the regular hourly rate for the number of hours regularly assigned in a normal working day.
- 10.5 If an employee is required to work on any of the Statutory Holidays listed above, he shall receive pay at one and one-half his normal rate for the time actually worked, together with any Statutory Holiday pay to which he would be entitled under this Agreement. In performing any services on a Statutory Holiday, an employee must receive a minimum of four (4) hours' pay and any time worked by an employee on a Statutory Holiday before or after the regular starting and quitting times shall be paid for at the rate of time and one-half.
- 10.6 In order to retain continuity of service, it is understood that the Company may declare an alternative day as being the Statutory Holiday to replace one of the specific days listed in this Agreement, provided, however, that in so doing, the Company shall give adequate prior notice to the Union and to the employees. The Company shall post the days, seven (7) working days in advance. The day declared need not be uniform between terminals or contract.
- 10.7 In the event that a Statutory Holiday, when celebrated, falls on the regular day off of an employee between Monday to Friday, inclusive, the employee shall be given an alternative day off as his rest day.
- 10.8 It is understood between the parties hereto that the application of this Article relating to Statutory Holidays may from time to time be subject to compliance with the provisions of the Canada Labour Code and that whenever this Code does apply, the terms of this Agreement shall be deemed to have been amended so as to conform with the requirements of the Code.

ARTICLE 11

SENIORITY, LAYOFFS, RECALLS
TRANSFERS AND PROMOTIONS

11.1 Each of the parties hereto recognizes that employees are entitled to an equitable measure of security based on length of service. The term "seniority" shall be considered to mean length of continuous service with the Company within the jurisdiction of this Agreement. For these purposes, employees will be grouped as follows:

Area One:	Toronto
Area Two:	Hamilton
Area Three:	Niagara Falls
Area Four:	Windsor

Subsequent terminals established will be numbered consecutively after the above.

11.2 Within each Area as defined above and subject to provisions hereinafter set forth, the following groupings will be recognized.

Area One

- (a) vehicle drivers, dockmen and warehousemen
- (b) maintenance employees
- (c) machinery crews (including vehicle operators)

Area Two

- (a) vehicle drivers
- (b) maintenance employees
- (c) machinery crews (including vehicle operators)

Area Three

- (a) vehicle drivers
- (b) maintenance employees
- (c) machinery crews (including vehicle operators)

Area Four

All employees as one group

A seniority list of all employees in their respective group covered by this Agreement shall be posted in January of each year.

11.3 An employee entering service will be considered to be on probation until he has completed sixty (60) days of work with the Company. Seniority will date from day of entering service should such employee be found satisfactory. If such employee be found unsatisfactory in the opinion of the Company during that time, he will be retired from service and such retirement shall not constitute a grievance. It is understood that the probationary period for any employee may have to be extended for a further period of ten (10) working days in order for the Company to receive documents confirming certain data on an employee. It is understood that the probationary period shall in no case prevent the Company from discharging an employee for falsification of records.

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11.4 The seniority lists shall show employee's name, classifications and last date of entry into service of the Company, and shall be revised and posted each year, and shall be open for correction for a period of thirty (30) days from date of posting; copies of such seniority lists shall be furnished to the local Chairman and Chief Steward at each Branch concerned. On presentation by employee's representative of proof of error, correction will be made immediately.

11.5 Vacancies occurring in established positions carrying a higher rate of pay than that of Truck Driver, or the creation of a new position, will be posted for all employees in the seniority group where the vacancy occurs or the new position is established for a period of five (5) days. The senior employees in that seniority group having the ability and qualifications will be given preference, with probationary period of not more than thirty (30) days.

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Within ten (10) days of the posting of the bulletin, the successful applicant shall be named in a subsequent posting. In the event that there is an unfilled vacancy in any Department, such position will be bulletined to all Departments in that area.

Any employee who displaces onto a posted position must remain on that position for the duration of the annual posting period. In the event of a vacancy, the employee filling the **vacancy** will remain on the posted position for the duration of the annual posting period. Employees will be entitled to bid posted jobs in the month of May each year.

- 11.6 2/10 Laid off or displaced employees with three (3) or more years of seniority shall, if qualified, be entitled to displace in any seniority group in any seniority Area. This rule shall apply only in case of layoff of five (5) days or more and the five-day restriction may only be applied to any employee in the initial layoff in any one (1) calendar year. If, however, the layoff is for a foreseeable period of more than five (5) days, then in no case will the employee's right to displace be restricted or suspended. Employees in any seniority group with two (2) or more years of seniority shall be entitled to displace in any group within the appropriate Area by applying to the Manager of the Department in which the laid-off employee proposes to displace. This rule shall apply only in case of layoff of two (2) consecutive days or more but then only in the initial layoff in any calendar year.

The employee's right to displace shall not be suspended or restricted other than in the initial layoff in any one (1) calendar year, and only then if the layoff is not for a foreseeable period beyond two (2) days. Should employment subsequently increase in his original department, an employee who has exercised this privilege will only be entitled to return to his original department upon application to do so and then after two (2) days waiting period to permit reorganization.

- 11.7 The Company agrees that, whenever practical newer equipment shall be assigned to employees with greater

seniority having regard to the nature of the work to be performed, but in no event will newer equipment be posted as a vacant or new position.

11.8 An employee will lose his seniority rights and his name shall be removed from all seniority lists for any of the following reasons:

- (a) If the employee voluntarily quits his employment;
- (b) If the employee is discharged and not reinstated pursuant to the provisions of the Grievance Procedure herein;
- (c) If the employee overstays a leave of absence granted by the Company without reasonable excuse;
- (d) If the employee fails to respond to a recall as provided in Article 15;
- (e) If the employee is not recalled to work within one (1) year from the date of his last day of work before layoff;
- (f) If an employee is absent from work for three (3) consecutive working days without leave or upon return, without supplying the Company a justifiable reason for his absence;
- (g) Should an employee remain outside the bargaining unit for a period longer than twelve (12) months, he shall lose all seniority rights under this Agreement.

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11.9 Employees desirous of transferring from one seniority group to a position in another seniority group shall make prior application in writing to the Branch or Department Manager of the group to which applying for transfer. A copy of such application shall be filed with the local Chairman and applications for transfer must be renewed every six (6) months.

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Preference of transfer shall be governed by ability and seniority; ability being sufficient, seniority shall govern. An employee transferring in accordance with the above shall commence working in the seniority group to which he is transferred as a junior man and shall

remain as such for a period of one (1) year only insofar as preference for appointment to positions carrying a higher rate of pay, but not for layoff or vacation purposes.

- 11.10 In the event that an employee covered by the terms of this Agreement is promoted to a position outside the bargaining unit, he retains the seniority previously acquired and continues to accumulate seniority for a period of one hundred and eighty (180) days. After one hundred and eighty (180) days, he shall retain all previously acquired seniority but shall not accumulate seniority for a period of one (1) year. After one (1) year he shall lose all previously acquired seniority rights.
- 11.11 When a driver has been working on a regular assignment for over a one-year period and wishes a change in assignment, he may apply to his Terminal Manager through his Steward for such a change and reasonable efforts shall be made to effect same.
- 11.12 Any employee who is reporting back to work after an absence from work excluding vacations shall notify his immediate supervisor or dispatcher as soon as possible and not less than one (1) hour prior to the close of the previous day of his intention to report to work, unless unusual circumstances prevent the employee from providing this notice. The guarantee of work provided under this Collective Agreement shall not apply to an employee who does not so report, however, where an employee indicates he will be absent from work for one day and is only absent that one day, the notice requirement as outlined above does not apply.
- 11.13 An employee who is unable to report for work for whatever reason shall notify the Company as soon as possible and in any event where possible not less than one (1) hour prior to the start of his shift.
- 11.14 It is understood that for the purpose of exercising or claiming seniority there shall be established a

separate seniority list for all students who have completed the probationary period of sixty (60) days of work with the Company.

ARTICLE 12

VACATIONS

12.1 All employees with less than one (1) year of service shall receive vacation with pay in accordance with the minimum requirements of the applicable government regulations.

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12.2 Employees who have maintained an employee relationship with the Company of one (1) year shall receive a vacation with pay of two (2) weeks and they shall receive for vacation pay an amount equal to four percent (4%) of the pay received for all work performed in the working year or eighty (80) hours of straight time pay whichever is greater.

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12.3 Employees who have maintained an employment relationship with the Company of five (5) years by July 1st in any year will receive a vacation with pay of three (3) weeks and they shall receive for vacation pay an amount equal to six per cent (6%) of the pay received for all work performed in the previous year or one hundred and twenty (120) hours of straight time pay whichever is greater.

10-04
12.4 Employees who have maintained an employment relationship with the Company of ten (10) years by July 1st in any year will receive a vacation with pay of four (4) weeks and they shall receive for vacation pay an amount equal to eight per cent (8%) of the pay received for all work performed in the previous year of one hundred and sixty (160) hours of straight time pay whichever is greater.

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12.5 Employees who have maintained an employment relationship with the Company of eighteen (18) years by July 1st in any year will receive a vacation with pay of five (5) weeks and they shall receive for vacation pay an amount equal, to ten percent (10%) of the pay received for all work performed in the previous year or two hundred (200) hours of straight time pay whichever is greater.

The above vacation schedule shall be subject to the provisions of the Canada Labour Code whenever and wherever that Code does apply. Therefore, vacation allowances and vacation credits shall be granted in accordance with the Code when it applies notwithstanding the terms outlined above,

12.6 Vacation schedules shall be formulated annually as a result of joint discussions between the Company and the Union. These schedules must be finalized and posted by March 1st in each year and, during a period of thirty (30) days after the posting changes may be made only by mutual agreement of the Union and the Company. After thirty (30) days have elapsed after the posting of the schedules, these schedules shall be deemed to be final unless there is a further change brought about; with the consent of the Company and the Union,

In finalizing the schedules for vacations, the following rules will apply:

1. Recognition of the necessity of the Company to maintain its services and the availability of trained personnel to render these services;
2. Recognition of seniority in giving preference to vacation periods;
3. Particular recognition of seniority for all those employees who have been in the service of the Company for over two (2) years; these employees shall enjoy a period of vacation during the prime time which runs from June 1st to October 31st. Therefore, a n y employee who is entitled to two (2) weeks' vacation and who has service in excess of two (2) years will enjoy his vacation of two (2) weeks on a consecutive basis during the prime period. Should any employee be entitled to a third week of vacation or Co a total of four (4) weeks of vacation he shall be granted two (2)

weeks in the prime time from June 1st to October 31st and, in addition, he shall be guaranteed the third and/or fourth week of his vacation in the last week of May or in the first week in October;

4. In establishing vacation schedules, the Company will endeavour, subject to its rights to maintain services, to permit senior employees who are entitled to three (3) or four (4) weeks to take their holidays on a basis of consecutive weeks, especially if there are particular circumstances which would require an employee to be absent for a longer period of vacation.

By mutual agreement of the Company and the Union, any of the guarantees, as outlined above, may be waived.

12.7 Vacation days shall be exclusive of Saturday, Sunday and Statutory Holidays specified in the Agreement, unless otherwise mutually arranged.

12.8 For the purpose of computing service qualifications of an employee to be entitled to vacations, total time off due to personal illness or non-compensable personal injury or for the purpose of attending committee meetings up to seventy-five (75) working days in any calendar year shall not be deducted when computing service. In addition to the above time period, there shall be no deduction from service in the case of injury for which the employee receives Workers' Compensation up to a maximum of seventy-five (75) working days. In any case of personal illness or non-compensable personal injury the Company shall have the right to request a medical certificate from the employee. Total time off in any calendar year in excess of seventy-five (75) working days as a result of personal illness, non-compensable personal injury or to attend committee meetings shall be deducted when computing service and in that event, a vacation credit shall be reduced on a pro rata basis.

12.9 An employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.

- 12.10 An employee who leaves the service of the Company for any reason when he has to his credit a period of accumulated vacation or an amount of vacation money to his credit in accordance with the terms of this Agreement shall receive the amount of unused vacation credit accruing to him and calculated to the date of his separation from the Company. Any such vacation credit shall be paid to him at the time of separation. It is understood, however, that any employee who leaves the Company of his own accord is expected to give prior notice to the Company of his intended action. In the instance of dismissal for cause the employee shall receive vacation pay in accordance with the Canada Labour Code for the current year.
- 12.11 An employee who is laid off shall be paid for any vacation credit still due him for service in the previous year, and if not recalled to the service will, upon application, be allowed pay in lieu of any vacation due him for the current year.
- 12.12 An individual who (1) leaves the service on his own accord, (2) is dismissed for cause and not reinstated in his former seniority standing within one (1) year of date of such dismissal, will if subsequently returned to the service be required to again qualify for vacation with pay.
- 12.13 It shall be compulsory for all employees to take their vacation during the vacation year in which they qualify for such vacations.
- 12.14 The officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional expense to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of a higher rated position, be paid the scheduled rate applicable to such position.

12.15 All monies paid for vacation. shall be paid by separate cheque.

ARTICLE 13

UNIFORMS

- 13.1 (a) The Company will supply clothing of the Company's choosing to the individual employee not more frequently than every six (6) months. This clothing is to consist of summer issue: two (2) pairs of trousers, two (2) shirts and hat; winter issue: two (2) smocks, two (2) pairs of overalls and hat, or comparable uniforms which the Company may substitute from time to time when available. Employees may select any combination of the above up to a maximum eighty dollars (\$80.00) in any one year.
- (b) In the alternative, employees may elect to receive a more expensive tailored uniform costing approximately double the cost of uniform referred to in (a) above consisting of one (1) jacket, two (2) trousers and three (3) shirts. Such uniforms will be issued only once in a calendar year to any employee.
- 13.2 If an employee who qualifies for the issue of any uniform under Article 13 leaves the employ of the Company less than twelve (12) months after the issue of any uniform, he shall be required upon separation to pay for the cost of the uniform on a pro rata basis.
- 13.3 In the case of drivers the rules respecting the issue of uniforms shall be as follows:
- (a) Drivers with three (3) years or more of consecutive service with the Company but who have less than five (5) years of consecutive service will be provided with a type (b) uniform, plus a zip-in liner for the jacket. This uniform shall be provided once a year.

- (b) Any driver who has five (5) years or more of consecutive service with the Company will receive a type (b) uniform, plus a zip-in liner for the jacket and this uniform shall be provided free of charge to the employee. If the driver who thus qualifies leaves the Company less than five (5) months after the issue of a free uniform he shall be required upon separation to pay one-half of the cost of the type (b) uniform.
- (c) In the case of drivers who have qualified to receive a type (b) uniform after three (3) years of continuous service, the issue of the uniform shall be on a consecutive basis for the first two (2) years but thereafter these drivers shall continue to qualify to receive a uniform on an annual basis providing that the old uniform requires replacement. However, a driver will automatically qualify to receive another type (b) uniform no later than two (2) years after the time he last received a type (b) uniform.

- 13.4 Employees may receive either a type (a) uniform or a type (B) uniform but not both. It is not permissible to wear part of one uniform with part of the other. Uniforms as supplied must be worn at all times and in a condition suitable to the Company. All such clothing shall bear the union label.
- 13.5 The Company shall provide overalls under circumstances where an employee is required to handle hazardous materials (e.g. chemicals or oils).
- 13.6 The Company will make available to the maintenance and machinery employees rubber clothing when they are required to perform outside work during inclement weather.
- 13.7 Parkas will be made available for use by the Mechanics when working in inclement weather.

ARTICLE 14

SAFETY AND HEALTH

The Company and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally recognized to be in the best interests of all parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.

- 14.1 It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's Regulations.
- 14.2 The maintenance of equipment in sound operating condition is not only a function, but a responsibility of Management.
- 14.3 The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.
- 14.4 It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. 6/1
- 14.5 Drivers will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management, unless the employee has been proven negligent.
- 14.6 All vehicles shall be equipped with heaters, windshield wipers and washers and defrosters and flares and such other equipment which is required by law and such equipment will be kept in operating condition. Defective windshield washers shall not be classified as a breakdown. All equipment acquired after March 30, 1985 shall be equipped with electric windshield washers.

All service vehicles shall be equipped with a flashing light.

All new equipment put into use as of January 1, 1975, shall be equipped with west coast mirrors.

14.7 When charged with violation of the Criminal Code, the Highway Traffic Act, City By-law, caused by employee's own carelessness or neglect, the employee concerned will bear the full consequences of such proceeding.

Any alleged violation or charge laid pursuant to the Highway Traffic Act and/or the Commercial Vehicle Owner Registration Act shall be reported immediately by the employee to the Company.

14.8 Employees who have high frequency of vehicle accidents or loss or damage to cargo will be retired from service subject to grievance procedure. Evidence will be furnished to the Union Representative.

14.9 The employees agree to abide by the safety policy and safety rules as laid down by the company. All employees will be supplied with a copy of the Safety Policy and Safety Rules and will acknowledge in writing receipt and understanding of the safety Policy and Safety Rules.

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(a) No worker/driver shall be on duty if the worker/driver uses any controlled substance. A person who tests positive for the use of a controlled substance is medically unqualified to operate a commercial motor vehicle and is subject to immediate dismissal. The only exception is that his/her use of the controlled substance (except methadone) was prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.

(b) No worker/driver shall consume an intoxicating beverage regardless of its alcohol content, or be under the influence of an intoxicating beverage, within four (4) hours before going on duty or operating, or having physical control of, a motor vehicle or have any measured alcohol while on duty, or operating or in physical control of a motor vehicle.

The above does not apply to possession of an intoxicating beverage which is manifested and transported as part of a shipment.

14.10 It is understood that there is a specific obligation on the part of employees to immediately report to the Company an accident involving a Company vehicle or any loss or damage to cargo and to immediately report to the Company any accident involving a personal injury.

14.11 In the event that an employee alleges the existence of any unsafe practice or unsafe condition, any employee concerned has an obligation to immediately report such a practice or condition to the Company. An employee may grieve on such a matter if it is not rectified satisfactorily within a reasonable time.

14.12 Any medical examination requested by the Company, or required by Federal or Provincial legislation, shall be promptly complied with by all employees provided however, that the Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

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14.13 If a medical examination is taken after working hours, the employee shall be paid twenty dollars (\$20.00), and in such cases, receive at least three (3) days' notice prior to the appointment with the doctor and the employee shall be paid by separate cheque.

ARTICLE 15

STAFF REDUCTION

15.1 *v/c* When reducing forces, senior employees covered by this Agreement with sufficient qualifications to perform the work will be retained. An employee whose position is

abolished or who is displaced shall be entitled to exercise his seniority rights displacing a junior employee in the seniority group unless the employee displaces in conformity with Article 11.6. A displaced employee must make his choice within five (5) days unless prevented by illness or other cause, for which bona fide leave of absence has been granted. An employee who fails to make his choice within five (5) days will only be entitled to take spare work.

15.2 When an employee is laid off he shall immediately advise his immediate supervisor, in writing, of his name, current address and telephone number on a form to be supplied by the Company. When an employee is laid off he will be notified at the end of his shift. If it is known that the layoff will be of short duration, less than one (1) week, the employee shall call his immediate supervisor between 5:00 p.m. and 6:00 p.m. each day to determine if he is required for work on the succeeding day. In the event of a layoff exceeding five (5) days the Company is required to notify the employee of any work available for him. Laid off employees shall, if qualified, be returned to the service in the order of seniority when staff covered by this Agreement is increased or vacancies occur.

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15.3 A laid off employee who fails to report for duty or to give satisfactory reasons for not doing so within seven (7) days from the date of mailing by registered post to his last known address of notification to report shall forfeit his seniority rights under this Agreement and his name shall be removed from the seniority list. An employee who is unemployed at the time of recall must, in order to retain his seniority, report for duty within forty-eight (48) hours unless he can provide a satisfactory reason for not doing so.

15.4 There shall be no reduction in staff covered by this Agreement while hired trucks are being used at the same terminal of the Company and the Company agrees that it shall not use hired trucks at any time when there are employees covered by this Agreement who are laid off at the same terminal and who are available for work.

- 15.5 The Company may from time to time hire casual day-to-day workers for specific work when the normal work force is not available. If any of these casual workers are employed by the Company for the duration of the probationary period, as set forth in this Agreement, they may then acquire seniority for the purposes of this Agreement.
- 15.6 The Company agrees that casual or day-to-day workers shall not be employed by the Company at any time when there are employees covered by this Agreement who are on layoff and who are available to perform work assignments.
- 15.7 In the event that the Company finds it necessary to employ day-to-day or casual workers, these workers shall be paid in accordance with the wage rates set forth in this Agreement as well as the overtime rates provided for in this Agreement. However, it is understood that casual or day-to-day workers will not be worked in excess of the regular daily hours if it is practical to use a regular employee.
- 15.8 Any casual or day-to-day worker who works for a period of five (5) days cumulative shall have Union dues deducted from his pay.
- 15.9 It is understood that any casual or day-to-day worker shall not, prior to completing the probationary period outlined in this Agreement and thus acquiring seniority, receive the benefits provided for in this Agreement relating to uniforms, hours of work, Sunday and holiday work, and health and welfare provisions subject to any benefits which are specifically provided for above.
- 15.10 Probationary employees who are taken on the payroll of the Company are clearly distinguished from casual or day-to-day workers and they shall continue as probationary employees until acquiring seniority rights in accordance with the provisions of this Agreement. No probationary employee shall be continued in the employment of the Company in the event that there is a regular employee who is on layoff and who is willing to

return to work and can perform the work available in any department.

- 15.11 A person who is a probationary employee shall, after having completed sixty (60) days of work within a period of six (6) months, become a full-time employee, and in that event his Union initiation fees shall be deducted from his earnings and he shall be covered by all of the terms of this Agreement. It is understood that **any** probationary employee before acquiring seniority as stated above shall not enjoy the benefits of the Articles of this Agreement relating to uniforms, hours of work, Sunday and holiday work, and health and welfare provisions subject to any benefits which are specifically provided for above.

ARTICLE 16

BULLETIN BOARDS

- 16.1 The Company will provide a location on its premises for the Union to place bulletin boards. Material placed upon such boards must be signed by a proper official of the Union or Employees' Committee.

ARTICLE 17

HOURS OF WORK

- 17.1 The hours of work shall be forty (40) hours in a work week, made up of eight (8) hours per day for five (5) days Monday to Friday, inclusive.

- 17.2 The daily hours of work shall be scheduled between 6:00 a.m. and 6:00 p.m. and, subject to the requirements of

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specific equipment to perform services, preferable hours within the **authorized** range will be assigned on the basis of seniority unless requested otherwise.

- 17.3 The daily hours of work shall be consecutive. All hours other than those stipulated in 17.1 or outside the range outlined in Article 17.2 will be paid for at the applicable premium rate except as otherwise provided in this Article. It is understood that the provisions of this Article do not constitute any guarantee by the Company to provide work for any number of hours, subject to the other terms and conditions of this Agreement which pertain to a guarantee under Article 22.
- 17.4 When it becomes necessary for the Company to change the starting and quitting time of an employee for a single day, such employee shall be given eight (8) hours of notice of such change prior to the new starting time which applies to him.
- 17.5 When it becomes necessary for the Company to change the starting time of an employee over a period of one (1) work week or more, such employee shall be given **thirty-six (36) hours'** notice of such a change prior to the application of his new starting time.
- 17.6 (a) Whenever it becomes necessary for the Company to change the starting and quitting time of an employee for more than one (1) single day during a work week, any employee affected by such change shall be compensated at straight time for any hours which elapsed between his regular starting time and any later time at which he actually starts work on the day of the change.
- (b) The overtime premium as outlined in this Agreement shall apply after the employee has completed eight (8) hours of work.
- (c) The starting and quitting time of an employee may be changed under the provisions of Articles 17.4 and 17.5 in respect to an assignment commencing at his home terminal.

- 17.7 Meal periods which shall not be considered as time worked will be assigned by the Company; such meal period will not exceed one (1) hour nor be less than thirty (30) minutes and shall be given between the ending of the third hour and the beginning of the sixth hour after starting work.
- 17.8 When and wherever practicable, it will be required of each regular assigned full-time employee to punch a time card at the beginning of the work day, at the beginning of the meal period, at the end of the meal period and at the end of each working day.
- 17.9 The above Sections 17.4, 17.5 and 17.8 will not apply to any case where by mutual agreement between the Company and the Union individual changes are made.
- 17.10 Where regularly scheduled existing assignments not in conformity with above Sections are currently in effect as a result of mutual agreement of the parties, these may be continued and may be terminated due to loss of contractor or business.
- 17.11 Subject to the normal daily and weekly overtime provision in respect to hours of work, then in the event of a change or because of new contracts requiring special consideration which necessitates regularly assigned work on consecutive days, including Saturday and/or Sunday, such special shifts may be arranged by the parties and the Union's agreement shall not be unreasonably withheld. The positions involved will be posted for seniority bids and if there are not sufficient applicants, then new or junior employees may be assigned to those positions.
- 17.12 The provisions of Article 17.11 shall not be applied to casual or normal work in such a manner to avoid payment of overtime for premium days, and no posting or agreement shall be made for a lesser period than two (2) months other than in the event of a mutually agreeable time period. Any application of 17.11 should define the period concerned, or in the alternatives, shall only be terminated in accordance with the provisions of Article 17.10.

- 17.13 (a) It is agreed that, subject to Company rules, the present practice of the Company with regard to coffee breaks will be continued and, therefore, all employees will be permitted to take a coffee break up to a maximum of fifteen (15) minutes during the morning and during the afternoon.
- (b) It is understood, however, that drivers will take their coffee break only after they have been working for two (2) hours in the morning and in the afternoon.
- (c) The scheduling of coffee-break time will be discussed between the parties and thus applied in the various departments.
- 17.14 If the Company requires an employee to take further training the employee will be paid for all time spent in such training. *2/3/1*
- 17.15 With regard to hired trucks, the Company shall not use hired vehicles at a Terminal or location until all regular qualified employees who are then available at that Terminal or location are first given the opportunity to do the work.
- 17.16 When an employee is recalled to work after the completion of his shift he shall receive pay for a minimum of four (4) hours, and the time worked shall be calculated at overtime rates. *4/1*
- 17.17 When an employee is required to work on his rest days, he shall receive pay for a minimum of four (4) hours, and such time to be calculated at overtime rates.
- 17.18 If an employee requires time off from work for reasons other than bona fide illness and/or vacation, they will give twenty-four (24) hours prior notice of their not being available.

ARTICLE 18

MILEAGE AND HIGHWAY OPERATIONS

- 18.1 All highway shipments exceeding one hundred and fifty (150) mile radius from home terminal shall be paid for on a mileage basis plus regular union benefits as per the Collective Agreement.
- 18.2 Drivers on mileage rated work, or a combination of hourly and mileage work, will receive the Driver's Overtime Premium Rate in addition to the mileage rate or the straight time hourly rate for all hours worked in excess of ten (10) hours per day. For purposes of this paragraph, hours worked shall exclude the time of meal periods, coffee breaks and time when clearly off duty.

Conditions of Mileage Rated
Highway Operations

1. Any downtime hours caused by mechanical failure, or by major traffic tie up (verifiable through highway authorities), or by ice or snow conditions will be paid for at the regular hourly rate up to a maximum of eight (8) hours for any twenty-four (24) hour day.
2. Loading and unloading time will be paid at the hourly rate, subject to conformity with reporting requirements as specified by the Company.
3. Fifteen (15) minutes of hourly rated pay shall be allowed at the start and finish of each shift involving mileage rate operation away from the home terminal.
4. In cases of multiple pickups or deliveries, mileage will be paid on the highway miles, with pickup or delivery times at intermediate points paid at the hourly rate.
5. Switch time will be paid for on an hourly basis.

6. Where a driver encounters a delay exceeding one (1) hour at a customer's, waiting or loading or unloading, it is required that the driver report by telephone to his dispatch (unless conditions render this impossible). The driver in such circumstances must also ensure that the waiting and loading or unloading time is authenticated by the customer by notation on his trip sheet or shipping document.
7. If it becomes necessary to use a circuitous route due to load dimensions or road obstructions, 'hourly rating will apply. Hourly rating will also apply when the nature of the load prevents normal highway speeds.
8. Mileage will be determined in accordance with the Canadian *Household Goods Carrier's Mileage Guide*, and the *Household Goods Carriers' Bureau Mileage Guide* (U.S.).

ARTICLE 19

BEREAVEMENT LEAVE

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19.1 Employees shall be entitled to receive leave of absence with pay up to a maximum of three (3) working days in the event of a death in their immediate family, providing that the period between the day of the death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

For purposes of this Article an employee's immediate family shall include mother, father, wife, brother, sister, son, daughter, mother-in-law, father-in-law, step-parents, grand-parents, grandchildren, brother-in-law, sister-in-law.

In the event of a death of an employee's daughter-in-law or son-in-law, the employee shall be entitled to receive a leave of absence with pay for one (1) working day to attend the funeral.

ARTICLE 20

COURT DUTY

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Should an employee who has completed his probationary period be required to serve on jury duty or attend as a subpoenaed witness, he shall be compensated by the Company for any loss of earnings which he has sustained for any period when he is required to attend in Court.

ARTICLE 21

OVERTIME

21.1 All time worked in excess of forty (40) hours per week or in excess of the assigned hours, if these are less than forty (40) hours per week, will be considered as overtime.

A reduction in the assigned hours can only be made through bona fide illness, legal holidays, or other circumstances beyond the control of the employee. Time worked by an employee before or after his regular assigned hours in any day shall be considered as overtime.

21.2 Time worked in excess of assigned hours will be calculated to the nearest quarter of an hour each day. No overtime will be allowed for less than eight (8) minutes: nine (9) minutes to twenty-two (22) minutes will be allowed as one quarter and so forth.

21.3 The Company and the Union recognize that a certain amount of overtime is necessary to the welfare of the operation as a whole, and the parties agree that cooperation will ensure that such overtime should be worked in a manner designed to least inconvenience the Company and the individual employees. In the event of

such overtime work being required,' the following procedure will be followed as far as is practicable or as mutually agreed.

- (a) Available laid off qualified employees will be given preference to make up their full week's pay and after that overtime will be assigned as follows:
 - 1. To the senior qualified available employee within the required classification on duty at the dispatch location involved, who is willing to perform the work.
 - 2. When no qualified employee is available within the required classification under the above (1) or additional personnel is required, off-duty qualified employees at their regular dispatch location will be called in order of their seniority, providing they are willing to perform the work.
 - 3. In the application of the above, the word "qualified" refers to permanent vehicle assignments to employees, and, the Company requirements concerning suitable vehicles for the operation involved shall be given first consideration.
- (b) Age, health and disabilities of employees concerned will be taken into consideration in the event an employee may feel overtime work imposes an undue hardship upon his physical capacities.
- (c) Social obligations of an employee will be given consideration in the event he feels specific overtime unduly interferes with his private life. In such cases, the employee concerned will be required to give twenty-four (24) hours prior notice of his not being available.
- (d) The Company will make every reasonable effort to notify employees concerned of contemplated overtime assignments as early as possible.

21.4 Employees who have performed sixteen (16) hours or more cumulative service in the previous twenty-four (24) hour period may, at the discretion of the Company, be required to take a rest period of at least four (4) hours and not more than eight (8) hours before reporting for duty on their regular assignment. Nothing in this clause shall reduce the amount of payment for work performed at the overtime rate of pay.

21.5 Machinery Moving Crews engaged in machinery moving operations who are required to work in excess of nine (9) hours on a normal working day, shall receive double the basic rate of pay for all time worked in excess of nine (9) hours. On Saturdays, Sundays and Statutory Holidays, they shall receive double the basic rate of pay for all time worked (plus Statutory Holiday pay if otherwise qualified to receive same). The aforesaid shall, however, only apply to vehicle drivers (or Flatmen) when they are working with a Machinery Moving Crew.

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21.6 Employees will not be required to suspend work during regular hours to absorb overtime.

21.7 The terms of this Article where applicable are also subject to the terms of Article 17.

ARTICLE 22

GENERAL

22.1 The calendar week will be considered the pay week, to facilitate the making up of the individual pays, and to enable a proper check on outstanding C.O.D. collections made by the Truck and Tractor Drivers. Wages due for calendar week ending Saturday midnight will be paid the following Thursday.

- 22.2 When an employee fails to punch his time card, the Foreman in charge will be authorized to mark such cards for time actually worked by employees.
- 22.3 Employees who are late must have their cards initialed by the supervisor in charge. Continued lateness will be cause for discipline.
- 22.4 If an employee reports for work without having been previously notified not to report for work he shall be given a full day's work. This guarantee shall not apply under circumstances when there is a major breakdown of an operation due to fire, flood, storms or strikes. Any employee who reports for work shall be required to do the work assigned to him.
- 22.5 Employees who are temporarily assigned to do work of a higher classification shall be paid as follows:
- (a) If they work on the higher rated assignment for two (2) hours or over they shall receive for their full hours of work on the day the rate of the higher classification.
 - (b) If they work over one (1) hour but under two (2) hours on the assignment, they shall receive the higher rate for the period on which they actually worked on the assignment and their regular rate for all other hours in the day.
 - (c) If they work up to one (1) hour on the assignment, they shall not receive any pay adjustment.
 - (d) An employee temporarily assigned to a lower rated position within his department shall not have his rate of pay reduced unless he has been notified twelve (12) hours prior to his starting time.
- 22.6 A copy of all bulletins issued in accordance with this Agreement will be supplied to the Local Chairman of the Grievance Committee.

22.7 TRIP EXPENSES

- (a) The Company shall pay the following allowances per night to employees whose duties require them to sleep away from their home base overnight. This allowance includes accommodation as well as meals. With respect to meals, such employees will not be paid for time off because of meals (minimum one half hour per meal).

Effective April 1st, 1990 \$70.00 per night
Effective April 1st, 1991 \$72.50 per night
Effective April 1st, 1992 \$75.00 per night

- (b) Not Overnight: On trips not involving stay from home overnight, no payment will be made for meals, unless the employee is on duty more than twelve (12) hours in that day, in which case he may receive payment for two meals in the total amount of eight dollars (\$8.00), but will not be paid for time off because of the meals (minimum one half hour per meal).

- (c) Saturday or Sunday Lay Over: An employee who is required to lay over without employment on a Saturday or Sunday away from his home terminal shall receive hotel accommodation allowance and meal allowance as stipulated above, and in addition, shall receive ten (10) hours' regular rate of pay for each day held over.

22.8 In order to replace broken or stolen tools, a mechanic may apply for and receive a total tool allowance up to one hundred seventy-five dollars (\$175.00) per year, to be paid by the second week of December.

Effective April 1st, 1991 \$200.00 per year
Effective April 1st, 1992 \$225.00 per year

- 22.9 The Company shall comply with the provisions of the Employment Standards Act of Ontario in regard to providing employees with details of all deductions which are made from payment of wages.
- 22.10 Tools required for carpenters or greasers will be provided by the Company.
- 22.11 One (1) change of coveralls per day shall be provided for maintenance employees.

ARTICLE 23

HEALTH AND WELFARE

23.1 The Company shall provide and pay for a Health and Welfare plan to incorporate benefits as agreed between the parties. Details of the coverage shall be provided to participating employees in the form of an explanatory booklet.

Employees are eligible to enter the plan and become participating members at the commencement of the first month after they have completed two (2) calendar months of service.

Benefits under the plan shall be as follows:

Ontario Health Insurance Plan premiums paid for by the Company

Life Insurance (to age 65) \$20,000.00 ⁷²/₀₂₀

^{7E}/_C Accidental Death and Dismemberment coverage \$20,000.00

Weekly indemnity Insurance to meet U.I.C. registration requirements

1st day accident, 5th day sickness, 15 weeks maximum

Long Term Disability

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70-C/100

70-B/100

70-D/100

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70-J-F/1100 ^{26/10} Medicare Supplement Insurance including prescription drugs, fully paid

70-E/100 Dental Plan. Coverage equivalent to Blue Cross Dental Plan No. 7 including:

^{21/2} Rider No. 1 benefits -- fully paid

Rider No. 2, 3, & 4 benefits -- 50% reimbursement

70-G/100 Vision Care, \$80.00 maximum benefit per 24 months.

PENSION

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The Plan is applicable to all schedule employees after one (1) year of service.

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The Company and the Union shall each appoint three (3) Trustees to administer the Hendrie Transportation Inc. Pension Trust governed by a trust agreement to this effect.

Contributions monthly (as a per cent of earnings) are:

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5% Company and 5% employee

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Any actuarial surplus is to be used to improve the benefits for the Pension Plan participants and not to offset or reduce the Company contribution.

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Contributions payable to the trust fund will be due by the 15th of the month following the work month completed.

The Administrator and a Consultant of the Trust Fund shall be Gordon J. Manion & Associates Ltd., for the duration of this Agreement.

ARTICLE 24

OCCUPATIONAL CLASSIFICATIONS -- RATES OF PAY

24.1 A Truck Driver is an employee in service driving a truck, either platform, rack, stake or van.

A Tractor Driver is an employee in service driving a tractor, which may be attached to any class of semi-trailer, flat, stake, low float, or van. He is required to supervise and assist in the loading of his vehicle where possible. He is responsible for securing the load.

A Tandem Tractor Driver is an employee in service driving a tandem axle tractor, this shall include an operator of a single axle tractor equipped with a detachable trailing axle, only while his vehicle is so equipped.

This classification shall also include operators of any combination of five (5) axles or greater, thus including (single axle) tractor driver when operating with triaxle trailer.

A Mechanic is an employee in service engaged in motor vehicle maintenance and repair, who has in his possession a current certificate of qualification in accordance with Ontario Department of Labour Trade Regulations, Motor Vehicle Repair Trade.

(a) This classification also includes, for rate purposes, trailer mechanics who are licensed and qualified in trailer repair and maintenance and engaged in skilled metal work and welding.

A Greaser is an employee in service qualified to lubricate all types of equipment. Hours of work presently in effect to be maintained and not to be changed except upon mutual agreement between the signators to this Agreement.

A Tail-gate Driver is an employee operating a truck equipped with a tail-gate lifting device.

A Tandem Truck Driver is an employee in service assigned to operate a tandem axle truck.

A General Service Employee is a person who does general service work. He is required to operate a tow motor. He shall receive the single axle tractor rate of pay while driving a tractor-trailer.

A Vehicle Refueler is an employee who performs refueling of vehicles with a fuel tank truck.

A Lead-hand is an employee in service who performs work and directs the work of others. Lead-hands do not have the authority to hire, fire, suspend or otherwise penalize other employees, and shall be union members.

Effective May 7, 1988, lead-hands will be paid a minimum of fifty cents (\$0.50) per hour above the rate of employees they direct. They shall be appointed following a posting of the position. It shall be the responsibility of management to appoint the most qualified man, with the provision that where qualifications are equal the senior man shall receive the appointment.

24.3 Any driving employee hired after May 7, 1988 will receive wages and benefits as outlined in the **Collective** Agreement with the following exceptions:

(i) Overtime will be paid after nine (9) hours.

(ii) To be eligible for pension, participation requires two (2) years of completed service.

(iii) Eligibility for Long Term Disability will be the same as for Pension Benefits.

ARTICLE 25

SPECIAL SENIORITY CLAUSE

25.1 In the event that a driver suffers a cancellation or suspension of his driving license, then, according to his seniority, he shall, subject to his seniority, be given an opportunity to fill a vacancy whenever a vacancy arises and providing that he has the ability and qualifications to do the work required in the vacant position.

ARTICLE 26

INTERNATIONAL BOUNDARY PICK-UPS AND DELIVERY

26.1 Drivers who in the course of their work, are required to cross the International boundary to pick up in the U.S.A. or deliver in the U.S.A. shall receive for that work day a minimum bonus of four dollars (\$4.00). In the event that a driver is engaged in such work in the U.S.A. for over four (4) hours he shall receive one dollar (\$1.00) for each hour so worked.

ARTICLE 27

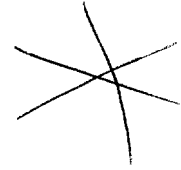
NIGHT SHIFT PREMIUM

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- 27.1 A night shift premium of fifty cents (\$0.50) per hour shall be paid for all straight time hours which are worked between 6:00 p.m. and 6:00 a.m. Accordingly, this shift premium shall not apply to any overtime hours of work, and, in addition there shall be no pyramiding of premiums.
- 27.2 Effective from date of signing this Agreement a night shift premium of fifty cents (\$0.50) per hour shall be paid to Machinery Crews engaged in machinery moving operations for all straight time worked between 6:00 p.m. and 6:00 a.m. Accordingly, this shift premium shall not apply to any overtime hours of work, and, in addition there shall be no pyramiding of premiums.
- 27.3 In the case of maintenance employees the night shift premium set out in 27.1 (above) shall be paid for all straight time hours worked in a night shift, even though such shift may start prior to 6:00 p.m. or may finish after 6:00 a.m. (For purposes of this paragraph a night shift shall be shift with the majority of hours falling between 6:00 p.m. and 6:00 a.m.)

Night Shift Premium

Effective May 7, 1988 for maintenance employees only the rate premium is fifty cents (\$0.50) per hour.



ARTICLE 28

TERM OF AGREEMENT

28.1 This Collective Agreement shall be in full force and effect from April 1, 1990 to and including March 31, 1993. In the event that either of the parties to this Agreement wishes to amend or terminate the Agreement on March 31, 1993, then they shall give to the other party written notice of such desire between sixty (60) and ninety (90) days prior to March 31, 1993.

In the event that such notice is not given by either party, then this Agreement shall automatically renew itself for a further term of one (1) year and it shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to amend or terminate the Agreement between sixty (60) and ninety (90) days prior to any anniversary date.

DULY EXECUTED by the Parties on this 19th day of June, 1990.

FOR THE COMPANY

James C. Anderson
H. H. Nash

FOR THE UNION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

B E T W E E N :

HENDRIE TRANSPORTATION INC.

- and -

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS

RE: MOHAWK HOSPITAL SERVICES INC. CARTAGE SERVICE

With respect to the above service only, the parties hereto agree to modification of the Hours of Work and overtime provisions of the the Collective Agreement to permit working under a flexible working schedule, similar to that in effect at Mohawk with its employees (as represented by CUPE Local 1605, C.L.C.).

Arrangements will be made for distribution of pay in a manner to avoid inconvenience or hardship to the employees concerned.

DATED THIS *19th* DAY OF *June*, 1990

FOR THE COMPANY

Angela H. ...
P. H. Nash

FOR THE UNION

[Signature]
[Signature]
Sam Boyd

LETTER OF UNDERSTANDING

B E T W E E N :

HENDRIE TRANSPORTATION INC.

- and -

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS

RE: CONTRACT OPERATIONS

With respect to Article 15 of the Collective Agreement it is agreed between the parties that every effort will be made to protect established contract work by restricting bumping into such contract work for a period of five (5) days in the event of staff reduction, before seniority should prevail.

It is clearly understood that an employee bumping into such contract work is not required to complete the year commitment and shall be entitled to revert to his previous job as circumstances permit.

DATED THIS

19th

DAY OF

June

, 1990

FOR THE COMPANY

James C. Anderson
J. H. Nash

FOR THE UNION

[Signature]
[Signature]
Gene Byrd

LETTER OF UNDERSTANDING

B E T W E E N :

HENDRIE TRANSPORTATION INC.

- and -

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS

RE: CENTENNIAL HOSPITAL LINEN SERVICES

With respect to the above service only, the parties hereto agree to modification of the Hours of Work and Overtime provisions of the Collective Agreement to permit operation as follows.

Drivers will work a six (6)day week. Rest days will be accumulated so that after five (5) weeks of six (6)days each the driver will receive a one (1) week rest. Pay credits for the sixth (6th) day (Saturday) will be accumulated and paid to the driver for the rest week on the basis of forty (40)regular time hours and time and one-half for hours in excess.

The understanding applies only to the accumulation of work days, hours worked by an employee in this service before or after this regular assigned hours remain as overtime.

DATED THIS 19th DAY OF June, 1990

FOR THE COMPANY

George C. Davelle
D.H. Nash

FOR THE UNION

[Signature]
[Signature]
George Raji

LETTER OF UNDERSTANDING

B E T W E E N :

HENDRIE TRANSPORTATION INC.

- and -

THE CANADIAN BROTHERHOOD OF
RAILWAY, TRANSPORT AND GENERAL WORKERS

The Company may from time to time hire casual or day to day workers when the normal work force is not available. Such casual workers shall not be used if there are any laid off employees at that terminal who are qualified and available to perform the required work.

At any terminal the use of casual or day to day workers will be normally limited to the number of regular employees who are absent for whatever reason. This shall not be interpreted to prevent the Company from using casuals to meet some special short term need for extra help due to a specific job. In such cases the Union will be provided with information as to the circumstances.

Should any casual or day to day workers be directly employed by the Company for the duration of the probationary period as set forth in this Agreement, he will acquire seniority for the purposes of this Agreement.

However, it is understood that employees who are temporarily engaged in Hendrie Transportation Inc. work cannot so acquire seniority.

DATED this 19th day of June, 1990.

FOR THE COMPANY

Frank Chaudier
J. H. Nash

FOR THE UNION

[Signature]
[Signature]
Sam Byl

LETTER OF UNDERSTANDING

B E T W E E N :

HENDRIE TRANSPORTATION INC.

- and -

THE CANADIAN BROTHERHOOD OF
RAILWAY, TRANSPORT AND GENERAL WORKERS

This Memorandum of Agreement is made between the Company and the Union to amend and define the intent of the Company and the Union in relation to the interpretation, application and administration of certain provisions of the current Collective Agreement (April 1, 1990 to March 31, 1993) between the Company and the Union as the agreement applies to Machinery Crew employees in the classification of Machinery Crew Foreman, Machinery Mover, Machinery Helper, and Machinery Driver and such other classifications that may develop in defining machinery crew activities.

This Letter of Understanding forms part of the Collective Agreement.

These classifications comprise what is referred to in the Collective Agreement as "the machinery crew".

The Company and the Union **recognize** that employees working in these classifications are engaged in duties unrelated to work performed by all other employees in the bargaining unit.

It is agreed and understood between the parties that the matters specified in this Memorandum of Agreement shall be deemed to amend and form part of the aforesaid Collective Agreement between the parties and accordingly the terms of this Memorandum of Agreement shall be subject to the Grievance and Arbitration procedures as set out in Articles 7 and 8 of the aforesaid Collective Agreement.

It is further agreed and understood that this Memorandum of Agreement applies only to employees who are specifically mentioned in Paragraph I, and only in respect of the provisions expressly referred to herein.

All the provisions of the aforesaid Collective Agreement shall continue to apply to the affected employees. Any provisions of the aforesaid Collective Agreement which are not expressly referred to herein shall also apply to the employees who are the subject of this Memorandum of Agreement.

1. Article 2 - Union Security

- 2.1 Notwithstanding the provisions of Article 2.1 of the aforesaid Collective Agreement, all employees covered by this Agreement who have completed sixty (60) days of work for the Company must be members of the Canadian Brotherhood of Railway, Transport and General Workers Union and they must remain members of the Union in good standing as a condition of continued employment, and, in addition, they shall have deducted from their earnings an amount of \$12.00 as their Union initiation fees. Notwithstanding the above terms, it is agreed that the Company shall not be required to discharge an employee who has been refused or denied Union membership unless the grounds upon which the Union refused or terminated the employee's membership are valid. In the event that the Company questions the validity of the reasons for the refusal or termination of Union membership, the matter may, at the request of the Company, be determined by an Arbitration Board.

2. Article 11 - Seniority, Layoffs, Recalls

Transfers and Promotions

- 11.3 Notwithstanding the provisions of Article 11.3 of the aforesaid Collective Agreement, an employee entering service will be considered to be on probation until he has completed sixty (60) days of work with the Company. Seniority will date from the day of entering service should such employee be found to be satisfactory. If such employee is found to be unsatisfactory in the opinion of the Company during that time, he will be retired from service and such retirement shall not constitute a grievance. It is understood that the probationary period for any employee may have to be extended for a further period of ten (10) working days in order for the Company to receive documents confirming certain data on an employee. It is understood that the probationary period shall in no case prevent the Company from discharging an employee for falsification of records.

11.5 Notwithstanding the provisions of Article 11.5 of the aforesaid Collective Agreement vacancies occurring in established positions or as a result of the creation of a new position, will be posted for all employees in the seniority group where the vacancy occurs or the new position is established for a period of five (5) days. The senior employees in that seniority group will be given preference, with a probationary period of not less than sixty (60) days.

Within ten (10) days of the posting of the bulletin, the successful applicant shall be named in a subsequent posting.

11.6 Notwithstanding the provisions of Article 11.6 of the aforesaid Collective Agreement a laid off or displaced employee with the classification of Machinery Crew employee shall, if qualified, be entitled to displace junior employees within their seniority group. If, however, the layoff is for a foreseeable period of more than ten (10) consecutive days then in no case will the employee's right to displace be restricted or suspended. The employee's right to displace shall not be suspended or restricted other than in the initial layoff in any one (1) calendar year, and only then if the layoff is not for a foreseeable period beyond two (2) days. Should employment subsequently increase in his original classification, an employee who has exercised their privilege will only be entitled to return to his original classification upon application to do so and then after two (2) days' waiting period to permit re-organization.

11.9 Notwithstanding the provisions of Article 11.9 of the aforesaid Collective Agreement, this Article shall not apply to the seniority group covered by this Memorandum of Agreement.

3. Article 13 - Uniforms

13.1 The uniform issue for the machinery crew employees only will be three (3) pants, three (3) shirts, two (2) jackets and two (2) overalls.

4. Article 15 - Staff Reduction

15.1 Notwithstanding the provisions of Article 15.1 of the aforesaid Collective Agreement when reducing forces senior employees in the Seniority Group covered by this Memorandum of Agreement with sufficient qualifications to perform the work will be retrained. An employee whose position is abolished or who is displaced shall be entitled to exercise his seniority rights by displacing a junior employee in his classification in conformity with Article 11.6 of the Memorandum of Agreement. A displaced employee must make his choice within five (5) days unless prevented by illness or other cause for which bona fide leave of absence has been granted. An employee who fails to make his choice within five (5) days will only be entitled to take spare work.

15.4 Notwithstanding the provisions of Article 15.4 of the aforesaid Collective Agreement, this Article shall not apply to the seniority group covered by this Memorandum of Agreement.

8. Article 24 - Occupational Classification - Rates of Pay

24.1 Notwithstanding the provisions of Article 24.1 of the aforesaid Collective Agreement the definitions of classifications for the positions affected by this Memorandum of Agreement will be as follows.

A Machinery Helper is an employee in service assisting in the moving of machinery under supervision.

It shall be understood that an employee having completed two hundred and fifty (250) days of cumulative service as a Machinery Helper will automatically become a Machinery Mover, providing that such employee is in possession of a Class "A" Ontario Drivers License, and receive the rate of pay as stipulated in this Article for such positions.

It shall be understood that the Company will provide a vehicle and training personnel to assist any such employee in obtaining a Class "A" Driving License.

A Machinery Mover is an employee in service in possession of a Class "A" Ontario Drivers License qualified to handle the moving of all types of machinery and who is familiar with the type of equipment required for such work. He may, on occasion, be required to operate fork lift equipment and to exercise minor supervision.

The Machinery Crew Foreman is an employee in service required to supervise and perform all necessary work required in the operation of a machinery crew. He will not be required to drive a machinery vehicle, (but this does not include utility vehicles, jeeps, etc.) unless a properly qualified man is not available to do the work.

A Machinery Tilt n' Load Driver is an employee in service who performs all of the duties of a Machinery Mover and who is also engaged in driving and operating the Company's vehicles.' A Machinery Tilt n' Load Driver is normally assigned to drive Tilt n' Load Equipment.

A Machinery Tractor Driver is an employee in service who performs all of the duties of a Machinery Mover and who is also engaged in driving and operating the Company's vehicles. A Machinery Tractor Driver is normally assigned to drive Tractor Equipment.

24.2 Notwithstanding the provisions of Article 24.2 of the aforesaid Collective Agreement, the rates of pay for Machinery Crew employees, effective the date of the signing and/or ratification if necessary of this Memorandum of Agreement will be: .

Machinery Crew Employees will be paid a skill differential of twenty cents (\$0.20) per hour May 7, 1988. This skill differential does not form part of the rate and is to be kept separate from any overtime calculations.

Effective April 1, 1989 Skill Differential = \$0.35 per hour.

DATED at *Toronto* this *14th* day of *June*, 1990.

FOR THE COMPANY

Ray Chaylin
D. H. Nash

FOR THE UNION

W. J. [Signature]
D. [Signature]
Sam [Signature]

LETTER OF UNDERSTANDING

B E T W E E N :

HENDRIE TRANSPORTATION INC.

- and -

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS

RE: WEEKEND WORK ASSIGNMENTS

With respect to Article 21 of the Collective Agreement it is agreed between the parties that employees available and desirous of weekend assignments will indicate such by writing their name on a weekend availability list.

Weekend work will be first assigned to those employees having signed the list. Assignments will be made with respect to terms of Article 21.

A weekend availability list will be posted at each terminal.

This Letter of Understanding forms part of the Collective Agreement.

DATED THIS 19th DAY OF June, 1990

FOR THE COMPANY

Ray Charlie
S. H. Nash

FOR THE UNION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

B E T W E E N :

HENDRIE TRANSPORTATION INC.

- and

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS

In the event of a machinery crew job with a planned duration in excess of five (5) days, the Union and Company agree to meet for the purposes of negotiating a job specific commuting allowance.. Neither parties' agreement will be unreasonably withheld.

DATED THIS *14th* DAY OF *June*, 1990

FOR THE COMPANY

George Hendrie
J. H. Nash

FOR THE UNION

[Signature]
[Signature]
[Signature]