

# COLLECTIVE AGREEMENT

between

## **HENDRIE TRANSPORTATION INC.**

(Hereinafter referred to as "the Company")

OF THE FIRST PART

and

## **C A W CANADA (LOCAL 4268)**

(Hereinafter referred to as "the Union")

OF THE SECOND PART



Effective: October 1, 2002

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**THIS AGREEMENT** made this \_\_\_\_\_ day of **March, 2003**

**BETWEEN :**

**HENDRIE TRANSPORTATION INC.**

(hereinafter referred to as "the Company")

of the **FIRST PART**

- and -

**C A W CANADA (LOCAL 4268)**

(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 cooperation 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 **C A W CANADA (LOCAL 4268)** 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.

- 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 signatories 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 Chairperson of the C A W local **4268**.

## **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 Auto 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.

- 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 Union 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.
- 2.3 The Union dues referred to above, shall be remitted directly to the Secretary-Treasurer of the Union at CAW Local 4268, 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 Chairperson, 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.

### **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 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 any 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 amendments 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 at the Hamilton Terminal during the office hours of the Company 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 that 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 cooperate 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 1**

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 Chairperson 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 Chairperson 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 Chairperson 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 Chairperson 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 cooperate 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) day's 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 Chairperson, 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 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 submitted to the Terminal Manager and receipt of the application and any terms agreed to be given. During this leave of absence the employee shall be ineligible for any health benefits after a 30 day leave of absence. 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.
- 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 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 or benefits 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.

## **ARTICLE 10 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:

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

- 10.2 To qualify for any Statutory Holiday pay, an employee must:
1. Be in the employment of the Company ninety (90) working days.
  2. Have worked at least ten (10) out of the thirty (30) days immediately preceding the holiday. Pre approved vacation time counts as working days for the purpose of this Agreement.
- 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. For the purposes of this Agreement a normal working day shall be nine (9) hours, for drivers; eight (8) hours for machinery crews.
- 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 five (5) hours' pay for drivers and three (3) hours pay Machinery Crews. After three (3) hours, Machinery Crews will be paid minimum of five (5) hours.
- 10.6 In order to retain continuity of service, it is understood that the Company may declare an alternative day as being 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 employees 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.

11.2 The parties recognize the following Terminals and Departments:

Hamilton Terminal

- (1) Drivers,
- (2) Machinery Crews (Including vehicle operators)

In the event the Company opens additional terminals, they will be added accordingly.

11.3 An employee entering service will be considered to be on probation until he has completed ninety (90) 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.

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 Chairperson and Steward at each Branch concerned. On presentation by employee's representative of proof of error, correction will be made immediately.

11.5 In the event of a lay-off, senior employees covered by this Agreement will be retained provided they are qualified to perform the work.

11.6 An employee whose position is abolished or who is laid off or displaced, shall be entitled to displace into any seniority group in any seniority area provided they are qualified to perform the work. Employees will make their intentions

known no later than ten (10) working days of being notified of lay-off or job abolishment.

This shall only apply in the case of a lay-off of five (5) days cumulative in the calendar year. Voluntary days off are exclusive.

- 11.7 If, however, the lay-off is for a foreseeable period of more than five (5) days, the employee may displace immediately.
- 11.8 In the event an employee has displaced outside of his home terminal and work becomes available at his home terminal, he will be allowed to return to his home terminal subject to a two (2)-day waiting period.

In the event an employee does not wish to return to his home terminal, then the terminal to which he has bumped will become his home terminal.

If it is known that the lay-off will be less than one (1) week, the employee shall call dispatch prior to 3:00 p.m. each day to determine if he is required for work the following day. In the event the lay-off exceeds one (1) week, the employee must advise the Company, in writing, of his current home address and telephone number. The Company will notify the employee in the event there is work available. Laid-off employees will be recalled in order of seniority, provided they are qualified to perform the work available.

- 11.9 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 Grievances 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 11.10;
  - (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 other than disability, he shall lose all seniority rights under this Agreement.

11.10 A laid-off employee who fails to report for duty, or fails to give a satisfactory reason for not doing so within seven (7) days from the date of mailing, by registered mail to his last known address, of notification to return to work, shall forfeit his seniority rights under this Agreement. An employee who is unemployed at the time of recall must report for work within 48 hours unless he can provide a satisfactory reason for not doing so.

11.11 In the event that an employee covered by the terms of this Agreement is promoted to a position outside the bargaining unit within the Company, he retains the seniority previously acquired and continues to accumulate seniority for a period of six (6) months. After six (6) months, he shall retain all previously acquired seniority for an additional six (6) months. After one (1) year from the date they left the bargaining unit, he shall lose all previously acquired seniority rights.

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 no later than 3:00pm 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 Employees laid off in the machinery department shall have the option to work in the driving department at the bottom of the seniority list and will be utilized before casual or part-time help.

11.14 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.

11.15 Job postings to be posted May 1st each year and filled by June 1st.

## **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.



- 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.
- 12.3 Employees who have maintained an employment relationship with the Company of five (**5**) years by July 1<sup>st</sup> 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 percent (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.
- 12.4 Employees who have maintained an employment relationship with the Company of ten (10) years by July 1<sup>st</sup> 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 percent (8%) of the pay received for all work performed in the previous year or one hundred and sixty (160) hours of straight time pay, whichever is greater.
- 12.5 Employees who have maintained an employment relationship with the Company of eighteen (18) years by July 1<sup>st</sup> 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.
- 12.6 Employees who have maintained an employment relationship with the Company of twenty-five (25) years by July 1<sup>st</sup>, in any year, will receive a vacation with pay of five (**5**) weeks and they shall receive for vacation pay an amount equal to 11% 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.
- 12.7 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 1<sup>st</sup> 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 1<sup>st</sup> to October 31<sup>st</sup>. Therefore, any 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 to a total of four (4) weeks of vacation he shall be granted two (2) weeks in the prime time from June 1<sup>st</sup> to October 31<sup>st</sup> 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 of November;
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.

- 12.8** Vacation days shall be exclusive of Saturday, Sunday and Statutory Holidays specified in the Agreement, unless otherwise mutually arranged. A vacation week shall be from Monday to Sunday.
- 12.9** For the purpose of computing service qualifications of an employee to be entitled to vacations, total time off in any calendar year in excess of seventy-five (75) working days shall be deducted when computing service and in that event, a vacation credit shall be reduced on a pro-rata basis.
- 12.10** An employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.
- 12.11** 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.

- 12.12** 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.
- 12.13** 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.
- 12.14** It shall be compulsory for all employees to take their vacation during the vacation year in which they qualify for such vacations.
- 12.15** 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 fulfil the duties and responsibilities of a higher-rated position, be paid the scheduled rate applicable to such position.
- 12.16** 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 than once per year. This clothing is to consist of two **(2)** pairs of trousers, two **(2)** shirts and one **(1)** jacket.
- (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 shall provide a safety and work boot allowance of fifty (\$50.00) dollars per year upon the employee providing proof of purchase of an approved safety shoe or boot to be used by the employee effective January 1<sup>st</sup>, 2003.

## **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.
- 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, air conditioning, 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 service vehicles shall be equipped with a flashing light.

- 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 work related 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 within 48 hours of receipt.

- 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.

(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.

Regardless of the nature of the injury, whether or not **loss** time to the employee resulted because of it, an injury report form approved by the Company and Union, must be completed and given to their supervisor.

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.

- 14.13 If a medical examination is taken after working hours, the employee shall be paid twenty (\$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 CASUAL OR PART-TIME HELP**

- 15.1 The Company may, from time to time, hire casual day-to-day workers for specific work when the normal work force is not available.

Casual and part-time help shall be defined as help supplied by any source to replace regular employees who are not available for work. It is agreed that in no event shall casual or part-time help be used to circumvent the hiring of regular full-time employees.

Casual or part-time help employed for more than five (5) days cumulative will be required to pay dues to the Union but will not be subject to the provisions of this Agreement.

Casual or part-time help shall not be used while there are laid-off employees at that terminal who are available and qualified to perform the work.

At any terminal, the use of casual or part-time help will be limited to the number of regular employees who are absent. This shall not be interpreted to prevent the Company from using casual or part-time help to meet a 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 part-time worker be directly employed by the Company for the duration of the probation period as set forth in this Agreement, he will acquire casual seniority for the purpose of this Agreement.

#### **15.2 RE: CONTRACT OPERATIONS**

It is agreed between the parties that every effort will be made to protect establishment 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.

## **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- (DRIVERS)**

17.1 The hours of work shall be forty-five **(45)** hours in a work week, made up of nine **(9)** 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 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 The overtime premium as outlined in this Agreement shall apply after the employee has completed nine **(9)** hours of work.

17.5 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.

17.6 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.

17.7 The above section 17.6 will not apply to any case where, by mutual Agreement between the Company and the Union, individual changes are made.

17.8 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.



- 17.9** 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.
- 17.10** The provisions of Article **17.9** 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 alternative, shall only be terminated in accordance with the provisions of Article **17.8**.
- 17.11**
- (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.
- 17.12** If the Company requires an employee to take further training the employee will be paid for all time spent in such training.
- 17.13** 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.
- 17.14** When an employee is recalled to work after the completion of his shift, he shall receive pay for a minimum of five (**5**) hours and the time worked shall be calculated at overtime rates.
- 17.15** When an employee is required to work on his rest days, he shall receive pay for a minimum of five (**5**) hours, and such time to be calculated at overtime rates.

17.16 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 two hundred and forty (240) kilometres radius from home terminal shall be paid for on a mileage basis, plus regular union benefits as per the Collective Agreement.

Highway trip for the purposes of this agreement shall be defined so any work performed in excess of two hundred and forty (240 km) kilometres from home terminal.

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 on Saturday and Sunday. 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 nine (9) hours for any 24-hour period.
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 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 "P C Miler" a Software Mileage program.

#### **ARTICLE 19 BEREAVEMENT LEAVE**

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, after funeral or interment 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, grandparents, grandchildren, brother-in-law, sister-in-law. Two (2) working days shall be allowed for son-in-law, daughter-in-law.

#### **ARTICLE 20 COURT DUTY**

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 less what they received which he has sustained for any period when he is required to attend in Court.

#### **PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund two cents \$0.03 per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

CAW Paid Education Leave Program,  
205 Placer Court,  
Willowdale ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for

twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 21 OVERTIME**

21.1 All time worked in excess of forty-five (45) hours per week or in excess of the assigned hours, if these are less than forty-five (45) 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 on Saturdays and/or Sundays, 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.
- (E) **RE: WEEKEND WORK ASSIGNMENTS**  
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.

A weekend availability list will be posted at each terminal.

- 21.4 Hours of service shall conform to Ministry of Transportation regulations. Nothing in this clause shall reduce the amount of payment for work performed at the overtime rate of pay.
- 21.5 Employees will not be required to suspend work during regular hours to absorb overtime.
- 21.6 The terms of this article where applicable are also subject to the terms of Article 17.

## **ARTICLE 22 GENERAL**

- 22.1 The pay period shall be bi-weekly. Wages due for the pay period 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 initialled by the Supervisor in charge. Continued lateness will be cause for discipline.

22.4 An employee who is reporting back to work shall notify dispatch no later than 3:00 p.m. on the day prior to return. Any employee who does not report will not be entitled to the guarantee;- (five (5) hours for Drivers, three (3) hours for Machinery Crews).

An employee who is unable to report for work for any reason shall notify the Company no later than one (1) hour before their start time.

22.5 Employees who are temporarily assigned to do work of a higher classification shall be paid as follows:

(A) If they work up to one (1) hour on the assignment, they shall not receive any pay adjustment.

(B) 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 Chairperson 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 is for accommodation only. With respect to meals, such employees will not be paid for time off because of meals (minimum one half hour per meal).

\$110.00 Canadian Funds - Day Cab

\$50.00 Canadian Funds - Sleeper Cab.

(B) **Saturday or Sunday Layover:** 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 as stipulated above, and in addition, shall receive ten (10) hours regular rate of pay for each day held over.

22.8 Drivers shall receive a cash advance of \$750.00 for accommodations and/or any expenses that may occur.

22.9 The Company shall comply with the provisions of **The Canada Labour Code** in regard to providing employees with details of all deductions which are made from payment of wages.

## **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

**Accidental Death and  
Dismemberment Coverage** \$40,000.00

**Weekly Indemnity Insurance** to meet UIC registration requirements for premium reductions.

1st day Accident, 5th day Sickness, 15 weeks maximum.

**Long Term Disability**

**Medicare Supplement Insurance** including prescription drugs, fully paid.

**Dental Plan.** Coverage equivalent to Blue **Cross** Dental Plan No. 7 including:

Rider No. 1 benefits -- fully paid.

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

Effective April 1<sup>st</sup>, 2003, increase to ODA Schedule 2002.

Effective April 1<sup>st</sup>, 2004, increase to ODA Schedule 2003.

**Vision Care,** \$150.00 maximum benefit per 24 months.

### **Pension**

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

The Union shall 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:

5% Company and 5% Employee

Effective March 31, 1987, 5% Company and 5% Employee

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.

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

The Administrator and Consultant of the Trust Fund shall be Manion Wilkens and Associates Ltd., for the duration of this Agreement.

## **ARTICLE 24 OCCUPATIONAL CLASSIFICATIONS - RATES OF PAY**

24.1 A Straight 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** flat, 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 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-Z" Ontario Drivers Licence, 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-Z" Driving Licence.

A Machinery Mover is an employee in service in possession of a Class "A" Ontario Driving Licence 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 driver Tractor Equipment.

	<u>October 1, 2002</u>	<u>October 1, 2003</u>
Drivers	\$17.14	\$17.48
<b><u>Mileage Rate:</u></b>	0.403/mi.	0.25 per km.
- Premium Time for all hours worked on Saturday or Sunday (see Art. 18.2)	\$7.88/hr.	
Approved delays beyond 2 hours per Tour of Duty-Tractor Driver	\$17.14/hr.	\$17.48/hr.
Approved delays to include start up, shutdown, fuelling, paperwork, loading, unloading, and customs.		

Starting rates to be 10¢ cents per hour below the above rates for the first two months of service.

The driver of a load moving under special individual permit exceeding the dimensions permitted by an annual "K" Operator's Permit will be paid at a premium of \$1.20 per hour above his normal rate of pay.

The driver of a double hook-up (train) will receive a premium of 25¢ cents per hour above his normal rate of pay.

Minimum Call In                      5 Hours

**ARTICLE 25 SPECIAL SENIORITY CLAUSE**

25.1 In the event that a driver suffers a cancellation or suspension of his driving licence, then, he shall, 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 NIGHT SHIFT PREMIUM**

- 26.1 A night-shift premium of seventy-fifty (\$.75) cents 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.
- 26.2 A night shift premium of seventy fifty cents (\$.75) 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.

**ARTICLE 27 TERM OF Agreement**

27.1 This Collective Agreement shall be in full force and effect from October 1, 2002 to and including September 30, 2004. In the event that either of the parties to this Agreement wishes to amend or terminate the Agreement on September 30, 2004, then they shall give to the other party written notice of such desire between sixty (60) and ninety (90) days prior to September 30, 2004.

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 1<sup>st</sup> day of October, 2002.

FOR THE COMPANY

S. K. V. Nash  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

[Signature]  
John White  
[Signature]  
[Signature]

## **APPENDIX "A" - MACHINERY DEPARTMENT**

### **Clothing:**

All employees in the Machinery Department will be entitled to a clothing allowance of \$425.00 per year towards the purchase of suitable work clothing.

The Company will make available to the machinery employees, rubber clothing when they are required to perform outside work during inclement weather.

The Company shall provide a safety and work boot allowance of fifty dollars (\$50.00) per year, upon the employee providing proof of purchase of an approved pair of safety shoes or boots to be used by the employee effective January 1<sup>st</sup>, 2003.

Replacement of damaged work/safety clothing, over and above allowance, agreed, with managements discretion to approve.

### **HOURS OF WORK:**

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.

The daily hours of work shall be scheduled between 6:00 a.m. and 6:00 p.m. and subject to the requirements of specific equipment to perform services, preferable hours within the authorized range will be assigned on the basis of seniority, unless requested otherwise.

The daily hours 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 premium rate except as otherwise provided in this Article. It is understood that the provisions of this Article do not constitute 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.

The overtime premium as outlined in this Agreement shall apply after the employee has completed eight (8) hours of work.

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.

The above section 17.6 will not apply to any case where, by mutual Agreement between Company and Union, individual changes are made.

Where regularly schedule existing assignments not in conformity with above sections are currently in effect as a result of mutually Agreement of the parties,

these may continue and may be terminated due to loss of contractor or business.

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.

It is understood, however, that employees will take their coffee break only after they have been working for two (2) hours in the morning and in the afternoon.

The scheduling of coffee break time will be discussed between the parties and thus applied to various departments.

If the Company requires an employee to take further training, the employee will be paid for all time spent in such training.

When the employee is recalled to work after the completion of his shift, he shall receive pay for a minimum of three (3) hours, over three (3) hours, he will be paid for five (5) hours and such time to be calculated at overtime rates.

If an employee requires time off from work for reasons other than a bonafide illness and/or vacation, they will give twenty-four (24) hours notice.

### **OVERTIME:**

All time in excess of forty (40) hours per week will be considered as overtime.

A reduction in the assigned hours can only be made through bonafide 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.

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.

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 weeks pay on Saturday and/or Sunday, and after that overtime will be assigned as follows:

To the senior qualified employee within the required classification on duty at the dispatch location involved, who is willing to perform the work.

When no qualified employee is available within the required classification under the above 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.

Machinery Moving Crews engaged in machinery moving operations who are required to work in excess of eight (8) hours on a normal work day, shall receive time and one half the basic rate of pay for all time worked in excess of eight (8) hours. In the event they are required to work in excess of ten (10) hours, they will be paid at double the basic rate for all hours worked in excess of ten (10) hours. On Saturdays, Sundays and/or 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.

Due to the nature and complexity of the job, the Company or Customer, may use, the same Foreman to complete the move and reassembling.

Machinery employees are also protected by other various Articles within the Collective Agreement.

Terms of this Article where applicable are also subject to the terms of Article 17 and Article 21.

#### **RATES OF PAY**

CLASSIFICATION	RATE	OCT. 1, 2002		RATE	OCT. 1, 2003	
		AFTER 8 HRS	AFTER 10 HRS		AFTER 8 HRS	AFTER 10 HRS
FOREMEN	\$21.45	32.17	42.90	21.75	32.62	43.50
DRIVERS	\$19.30	28.95	38.60	19.68	29.52	39.36
MOVERS	\$19.11	28.66	38.22	19.50	29.25	39.00
HELPERS	\$17.31	25.96	34.62	17.65	26.47	35.30

## New Provision for New Hires in Machinery Department

### Machinery/Moving:

<b>CLASSIFICATION OCTOBER 1, 2002</b>	<b>UNDER 8 HOURS</b>	<b>AFTER 40 HOURS</b>
Foreman	\$19.00	\$28.50
Driver	\$17.00	\$25.50
Mover	\$15.00	\$22.50
Helper	\$14.00	\$21.00

### Statutory Holidays for employees hired after October 1<sup>st</sup>, 2002:

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

To qualify for any Statutory Holiday Pay, an employee must:

1. Be in employment with the Company ninety (90) working days.
2. Have worked at least ten (10) out of the thirty (30) days immediately preceding the holiday.

Probation period will be ninety (90) days of work.

### Vacations:

All Machinery Moving Employees hired after October 1<sup>st</sup>, 2002, shall receive vacation with pay in accordance with the minimum requirements of the applicable government regulations.

### Health & Welfare:

Employees are eligible to enter the Plan and become participating members at the commencement of the first month after they have completed ninety (90) days of work.

### Benefits shall be as follows:

- a) Ontario Health Insurance Plan premiums paid for by the Company.
- b) Accidental Death and Dismemberment Coverage \$20,000 paid by the Company.
- c) Weekly Indemnity Insurance to meet UIC registration requirements for premium reductions.

- d) 1<sup>st</sup> day Accident, 5<sup>th</sup> day Sickness, 15 weeks maximum, paid for by the Company.
- e) Long Term Disability, Employees hired after October 1<sup>st</sup>, 2002 paid for by the Employee.
- f) Medicare Supplement Insurance including prescription drugs, employees hired after October 1<sup>st</sup>, 2002 - 50% paid by the Company and 50% paid for by the Employee.
- g) Dental Plan: Coverage equivalent to Blue Cross Dental Plan No. 7  
Rider No. 1 Benefits IDA Schedule 2002  
Hired After October 31, 2002 Paid for by the Company



**ADDENDUM OF AGREEMENT  
BETWEEN  
HENDRIE TRANSPORTATION INC.  
AND  
C. A. W. LOCAL 4268**

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**RE: DAY CABS VS. SLEEPERS  
OVERNIGHT EXPENSES AND UTILIZATION**

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As equipment with sleeper berths are introduced into the Hamilton fleet, they will be assigned to the highway runs. This equipment will be offered to the senior qualified driver on these assignments; however, if they choose, they may stay with a day cab as long as they are available. It is further understood that the sleeper units will be assigned to highway runs (by driver seniority) before day cabs are used.

After a ten (10) hour delay waiting for load, truck trailer breakdown, or road closure due to storm the "Day Cab" rate will apply.

Overnight expense (accommodations):	Day Cab	\$110.00 cdn.
	Sleeper Berth	\$ 50.00 cdn.

**FOR THE COMPANY**

*S. B. Nash*  
*[Signature]*

**FOR THE UNION**

*[Signature]*  
*[Signature]*  
*[Signature]*

Dated at <sup>MISSISSAUGA</sup> ~~Oshawa~~ this 1<sup>ST</sup> Day of OCTOBER, 2002.