

SOURCE	Union		
EFF.	90	03	01
TERM.	93	02	28
No. OF EMPLOYEES	102		
NOMBRE D'EMPLOYÉS	11		

**Collective Agreement made this First  
day of March 1990**

**BETWEEN**

**SKENE CARTAGE COMPANY INC.  
AND DEHAAN CARTAGE COMPANY INC.**

**1011 Wilson Avenue  
Downsview, Ontario**

**hereinafter referred to as the "Company"**

**and**

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

**hereinafter referred to as the "Union"**

0901701

**COLLECTIVE AGREEMENT made this FIRST  
day of MARCH 1990**

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**SKENE CARTAGE COMPANY INC.  
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**1011 WILSON AVENUE  
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TRANSPORT AND GENERAL WORKERS**

hereinafter referred to as the "Union"

**ARTICLE 1 - PURPOSE**

**Section 1.1**

The purpose and intent of this Agreement is:

to promote cooperation and harmony; to provide machinery by means of which information may pass and problems be dealt with; to promote efficiency, safety and service and to set forth the agreed-upon dispute and grievance procedure, the rates of pay, hours of work and other working conditions, etc. in the attached schedules.

**ARTICLE 2 - RECOGNITION**

**Section 2.1**

The Company recognizes the Union as the sole and exclusive collective bargaining agent for employees of the Company according to the Certificate of the Ontario Labour Relations Board dated April 25, 1966 which reads as follows:

"All employees of Skene Cartage Company Inc. at Metropolitan Toronto, and DeHaan Cartage Company Inc. in Windsor, London, Kitchener, Sudbury and Ottawa, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than

## ARTICLE 3 - RELATIONSHIP

### Section 3.1

The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Company or by any of its representatives with respect to any employee because of his membership in, or connection with, the Union.

### Section 3.2

The Union agrees that there will be no intimidation, interference, restraint **or** coercion exercised or practised upon employees of the Company or by any of its members or representatives, and that there will be no collection of dues or other Union activity on or off the premises of the Company during an employee's working hours.

### Section 3.3

The Company agrees that for purposes of the administration of this Agreement, a representative of the National Union shall have the right to visit the property of the Company during working hours, provided that these visits shall not interfere with the conduct of the 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.

### Section 3.4

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.

### Section 3.5

Supervisors and other **employees** outside **the** bargaining unit **shall** not perform bargaining unit work except for the following reasons:

Instruction or training, investigation, inspection, experimentation, information or emergency.

## ARTICLE 4 - RESERVATION OF MANAGEMENT'S RIGHTS

### Section 4.1

The Union recognizes that without conflicting in any way with the other provisions of the Agreement, it is the exclusive function of the Company to:

- (A) maintain order, discipline and efficiency;
- (B) hire, suspend, discharge, transfer, promote, demote, or discipline employees;
- (C) generally to manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the location of its operations, the kinds of services to be rendered and maintained, and the kinds of equipment to be used, and the methods of work to be employed.

### Section 4.2

The Union recognizes that it is the exclusive right of the Company to exercise all of the rights outlined above, both general and specific, except only where such rights are specifically restricted by the terms of this Agreement.

### Section 4.3

Nothing in the foregoing shall deprive an employee of the right of grievance as defined in this Agreement, should he claim that he has been unjustly discharged or disciplined, or otherwise dealt with contrary to the terms of this Agreement.

## ARTICLE 5 - UNION SECURITY

### Section 5.1

All employees covered by this Agreement 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 such initiation fees as prescribed by the Brotherhood in accordance with its Constitution. 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

## Section 5.1 - continued

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.

## Section 5.2

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.

## Section 5.3

The initiation fees and the Union dues referred to above shall be remitted directly to the National Secretary-Treasurer of the Union at 2300 Carling Avenue, Ottawa, Ontario, along with a list of the names of all those on whose behalf deductions have been made.

## Section 5.4

It is agreed that Union membership will not be refused or terminated for reasons of race, national origin, colour, religious beliefs, or political beliefs.

## Section 5.5

The Union shall indemnify and save the Employer harmless from and against all claims and demands brought, or made, against the Employer **by** any employee or workers, **as** a result of the deductions and remittance by the Employer to the Union, of dues pursuant to this Article.

## ARTICLE 6 - STRIKES AND LOCKOUTS

### Section 6.1

During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike or collective action which will stop or interfere with the services of the **Company**, or **impair** the efficiency of its operation; and the Employer agrees that there will be no lockouts as those terms are defined in the Labour Relations Act.

## Section 6.2

It is recognized by the parties that they shall co-operate in every way in order to protect the interests of all concerned at times where difficulties are encountered in effecting deliveries through picket lines. The past policies of the Company in protecting property and safety of drivers shall be continued.

## ARTICLE 7 - UNION COMMITTEES

### Section 7.1

The Company recognizes the right of the Union to appoint or otherwise select, a reasonable number of employees to constitute a Negotiating Committee.

### Section 7.2

It is clearly understood that this Negotiating Committee is a separate entity from the Grievance Committee, which shall also consist of a reasonable number of employees.

### Section 7.3

The Negotiating Committee will deal only with such matters as are properly subject to negotiations between the Company and the Union for the renewal of this Agreement.

### Section 7.4

Wherever possible grievances shall be processed during the working hours of the Steward. The processing of a grievance on the Company's premises shall not result in a loss of pay to the Steward.

The Company shall not be responsible for time spent by Stewards or Grievor, or other employees, in any arbitration proceedings following the grievance procedure.

If the Company Representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his regular rate of pay (straight time) for all time spent during the processing of the grievance at Steps 1 and 2 with the Company, on the Company's property, or at any other place which is mutually agreed upon by both the Union and the Company.

### Section 7.5

It shall be the responsibility of the Union to inform the

## Section 7.6

With the commencement of the Agreement, it will be the mutual responsibility of both the Union and the Company, within ten (10) days after signing, to each nominate three (3) members of the "Mutual Management Committee". This Committee will meet as may be required, and at a time mutually agreed upon to discuss and make recommendations to all concerned in matters relating to safety, morale, social, educative training and other matters not specifically referred to as responsibilities of other committees stipulated in this Agreement. Either party may request such a meeting, which request will not unreasonably be denied. In the event of vacancies arising in any of the positions on the committee, it will **be** the responsibility of the party who has the vacancy to fill such vacancy and notify the other party of their nominee by written notice within ten (10) days.

It is understood that these committee meetings are to give impact within the meaning of Article 1 of this Agreement.

Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings, and copies shall be sent to the employer and to the Union.

## ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

### Section 8.1

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 members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of the Union Grievance 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 will not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.

### Section 8.2

An employee who has a complaint will discuss his complaint

## Section 8.2 - continued

**STEP ONE** The grievance will be in writing. One copy will be given to the Supervisor or Foreman, and one copy shall be given to the employee's Steward. The grievance must be presented to the Foreman or Supervisor within five (5) working days after the occurrence of the matter complained of, and the Foreman or supervisor shall answer the grievance in writing within five (5) working days after he has received same.

**STEP TWO** If the matter has not been settled, the Union Steward of the employee involved, may, within four (4) working days after receiving the written answer from the Foreman or the Supervisor, present a complaint in writing to the Branch Manager or his nominee, who shall give his written reply to the complaint within four (4) working days after receiving it.

**STEP THREE** If the matter is not settled, the Chief Steward or his representative may, within five (5) working days after receiving the written reply of the Branch Manager or his nominee, present the grievance in writing to the Vice-president of the Company or his nominee. Following the presentation of the grievance under this Step, there shall be arranged a meeting between Management and the Grievance Committee which meeting will occur within seven (7) working days after the grievance has been presented to the Vice-president (or his nominee).

## Section 8.3

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 will 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 will name its nominee to the Arbitration Board in such notice. The other party will name its nominee to the Arbitration Board within five (5) working days after receiving the notice. **Should** either party fail to appoint a nominee, such will be appointed at the request of the other nominee by the Minister of Labour for the Province of Ontario.



#### Section 8.4

The two **(2)** nominees of the parties will, within five (5) working **days**, appoint or select a Chairman for the Arbitration Board, but if they are not able to agree on the selection of a Chairman, they will request the Minister of Labour for the Province of Ontario to make the appointment.

#### Section 8.5

The Board of Arbitration, so constituted of three **(3)** members, will then forthwith consider and determine the matters in issue which have been submitted to them for disposal, and the decision of a majority of the members of the Arbitration Board shall be final and binding on all parties concerned. If there is no majority decision, the decision of the Chairman shall be the decision of the **Board**.

#### Section 8.6

No person will 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.

#### Section 8.7

Each of the parties hereto will bear the expense of its own representative to a Board of Arbitration, and the parties shall jointly and equally bear the expense, if any, of the third party of such Board of Arbitration.

#### Section 8.8

No matter will be submitted to a Board of Arbitration which has not been properly carried through **previous** steps of the Grievance Procedure in accordance with the Agreement.

#### Section 8.9

The Arbitration Board will not make any decision inconsistent with **this** Agreement, nor alter, modify, or amend any part of **this** Agreement.

#### Section 8.10

## Section 8.10 - continued

to order reinstatement with or without compensation as it sees fit.

## Section 8.11

In the event that either the Company or the Union wishes 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 will be done by the Chief Steward submitting a statement of the claim to the Branch Manager who will answer same in writing within four (4) working days, and the other steps of the Grievance Procedure as outlined above will then apply. If the Company files such a grievance, it will be done by the Branch Manager submitting a written statement of the grievance to the Chief Steward of the Union. He will answer the grievance in writing within four (4) working days and if the matter is not settled, there will be a meeting between the Union Grievance Committee and Management within seven (7) working days after the Chief Steward has submitted his answer. The referral of any matter to arbitration shall then follow the other terms set forth in this Agreement.

## Section 8.12

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 Grievance is not available due to absence from his home branch, or when it is necessary to transfer grievance documents from one branch 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 9 - ADMINISTRATION OF DISCHARGE AND DISCIPLINE

### Section 9.1

It is agreed that whenever an employee is to be discharged or disciplined, an investigation will be held as soon as possible, but not later than thirty (30) days after the occurrence becomes known to the Company. When the nature of the alleged offence is one in which dismissal is con-

## Section 9.1 - continued

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 representatives for the purpose of any investigation or meeting with the Company. The decision of the investigation must be rendered within ten (10) working days after completion of the Investigation and the holding of any meeting between the parties.

## Section 9.2

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 Chief Steward.

## Section 9.3

Any discipline assessed will be imposed without delay.

## Section 9.4

Postponements of above procedures may be mutually arranged but must be confirmed in writing.

## Section 9.5

Any formal entry which relates to an employee's conduct, and which could be used for the purpose of administration of discipline, will be placed in an employee's file for a period of two (2) years, and then removed. A copy of all such entries or documents will be given to the employee, and to the Chief Steward, at the time any entry or document is placed in the file, and both the employee and the Chief Steward will be required to acknowledge receipt of same.

## Section 9.6

A grievance concerning the discharge or discipline of an employee will be processed, commencing with Step 3 of the

## Section 9.7

Any employee covered by this Agreement, when called into the Company's office for any discussion which may result in disciplinary action or a grievance, will upon request, be accompanied by a Steward or Union Representative.

## ARTICLE 10 - SENIORITY

### Section 10.1

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 the Agreement.

### Section 10.2

An employee entering service will be considered to be on probation until he has completed forty-five (45) days of work with the Company. Seniority will be dated from date of entering service should such employee be found 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 will in no case prevent the Company from discharging an employee for falsification of records.

### Section 10.3

The seniority lists will show employee's name, classification and last date of entry into service of the Company, and will be revised and posted twice per year, in January and July, and will be open for correction for a period of thirty (30) days from date of posting. Upon presentation by employee's representative of proof of error, correction will be made immediately.

### Section 10.4

An employee will lose his seniority rights and his name will 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 pur-

## Section 10.4 - continued

- (c) if the employee overstays a leave of absence granted by the Company, without reasonable excuse.
- (d) if the employee is laid off and fails to return to work, or to give satisfactory reasons for not doing so, within five (5) working days after he has been notified to do so, by telephone or registered mail, it being the employee's responsibility to keep the employer informed of his current telephone number and address from time to time.
- (e) if the employee is not recalled to work within one (1) year from the date of his last day of work before lay-off.
- (f) if the employee is absent from work for three (3) consecutive working days without leave, or upon return, without supplying to 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 will lose all seniority rights under this Agreement.
- (h) if an employee accepts other employment during any leave of absence granted by the Employer.

## Section 10.5

In the event that an employee, covered by the terms of this agreement, is promoted to a position outside the bargaining unit, and for any reason is returned to a position in the bargaining unit within the following consecutive period of twelve (12) months, he will retain the seniority he previously acquired and be given credit in his seniority for the period spent outside the bargaining unit.

## STAFF REDUCTIONS

### Section 10.6

When reducing forces, senior employees covered by **this** Agreement with sufficient qualifications to perform the work, will be retained.

### Section 10.7

### Section 10.8

In the event of a reduction of the work force within the bargaining unit, the Company will apply the principle of "last on - first off", providing the employee(s) is qualified to perform the available work. When recalling employees, they will be called in reverse order to which they were laid off, providing they have the necessary qualifications to perform the work.

### Section 10.9

In case of staff reductions, regular employees will have the right to employment as part-time employees and such status will not affect their recall rights under the terms of this Agreement. Regular employees electing part-time work will be compensated their regular scheduled rate of pay for time worked.

(Guaranteed Work Week) The 40 hours of pay-guarantee provisions will not apply during the staff reduction period under Article 10.9 if employees elect part-time work. Established positions will not be discontinued for the purpose of eliminating payment of the 40 hour guarantee, or to employ regular employees as part-time help.

### Section 10.10

Newly-created positions, and newly-created vacancies in permanent positions, which are known to be of more than thirty calendar days' duration, will be bulletined for ten (10) days. Within the ten (10) days, the senior qualified applicant will be required to fill such a position. Where skill and ability of more than one of the applicants applying for the position are deemed to be equal, the senior qualified applicant will be awarded the position. A copy of each bulletin will be furnished to the Chief Steward and all Local Stewards.

### Section 10.11

A driver with seniority, displaced from the Motorman Staff as a direct result of an increase in **owner-operator** operations, will be guaranteed employment at driver's rate of pay, with full seniority **rights**, for re-entry into driver operations.

### Section 10.12

## Section 10.12 - continued

at time of dispatch. This is not intended to give rise for any grievance when such starts are due to daily absenteeism, or emergencies that could not have been foreseen as a normal part of business. It is understood that the senior driver may be previously assigned to another contract or posting.

Language dealing with this matter will be set out in a Letter of Understanding.

## Section 10.13

Part-time help will be defined as help supplied by any source to replace regular employees who are not available for work, or when there is an increase in freight in any one **day**, but shall not be used to circumvent the hiring of full-time regular employees, or reducing regular employees, and replacing with part-time help under staff reductions.

## Section 10.14

Any employee whose position is abolished or who is displaced (bumped) from his position, will have the right to exercise his overall seniority to any position for which he is qualified.

## Section 10.15

In the event that an employee's hours of work are changed by more than two (2) hours, the employee will have the right to exercise his overall seniority to any position for which he is qualified. It is further agreed that any change in hours will be within the confines of the established hours in Schedule 1.

## ARTICLE 11 - LEAVE OF ABSENCE

### Section 11.1

Employees may be granted extended leaves of absence without pay and without **loss** of seniority for illness or other legitimate reasons.

### Section 11.2

### Section 11.3

Information concerning leaves, of absence granted under this clause will be provided to the Union, and it is clearly understood that any abuse of such extended leaves of absence may result in discipline or discharge.

### Section 11.4

Leaves of absence without pay and without loss of seniority will be granted to employees appointed as delegates to attend conventions of the Union, upon written request from the Union for such leaves, which will be limited to two (2) employees, on no more than two (2) occasions in each twelve (12) months. Leaves of absence to attend labour schools will be granted upon sufficient prior notice to the Company, for a limited number of employees, and provided that such leaves of absence do not unreasonably interfere with the operation of the Company.

## ARTICLE 12 - SCHEDULES

### Section 12.1

Attached hereto and forming part of this Agreement are the following schedules:

1. Hours of Work, Rates of Pay, and Overtime.
2. Vacations with Pay and Recognized Holidays.
3. Employee Benefits.
4. Other Working Conditions and General Provisions.

## ARTICLE 13 - DURATION

### Section 13.1

Notice that either party wishes to renew, revise or terminate this Agreement may only be given within a period of sixty (60) days prior to its date of termination. Where the notifying party indicates a desire for revisions, details of such revisions will accompany the notice. It is understood that following such notice, either party may bring forward counter proposals arising out of, or related to, the original proposals as well as new proposals considered necessary.



X

Section 13.2

The term of this Agreement will be from March 1st, 1990  
to February 28th, 1993.

The following signatures are those of authorized representatives of the parties.

SKENE CARTAGE COMPANY INC.  
AND  
DEHAAN CARTAGE COMPANY INC.

CANADIAN BROTHERHOOD OF  
RAILWAY, TRANSPORT AND  
GENERAL WORKERS

*Chris Slater*  
*Arin Dorn*  
*Russell*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*  
*James D. [Signature]*  
*Paul O'Shaughnessy*  
*Roger Boyer*  
*John [Signature]*  
*Carlos Pignata*

## SCHEDULE 1

### HOURS OF WORK, RATES OF PAY AND OVERTIME

#### HOURS OF WORK:

##### DRIVERS

The hours of work will be eight and one-half hours (8-1/2) per day for the five (5) days in the week. Forty-two and one-half hours (42-1/2) in a week.

##### WAREHOUSEMEN AND MAINTENANCE

The **hours** of work will be eight (8) per day for the five (5) days in the week. Forty hours (40) in a week.

##### OVERTIME - DRIVERS

The Company agrees to pay all hours worked in excess of eight and one-half (8-1/2) hours per day at an overtime premium rate calculated at one and one-half (1-1/2) times the employee's regular hourly rate, excepting Sundays, which will be paid at two (2) times the regular rate, except when an employee's regular shift commences or terminates on a Sunday.

##### OVERTIME - WAREHOUSEMEN AND MAINTENANCE

The Company agrees to pay all hours worked in excess of eight hours per day, at an overtime premium rate calculated at one and one-half (1-1/2) times the employee's regular hourly rate, except Sundays which **will** be paid at two (2) times the regular rate, except when an employee's regular shift commences or terminates on a Sunday.

There will be no split shift adopted to avoid the payment of overtime. Irregular assignments may be made in order to meet customer requirements; however, normal overtime provisions will be applied.

Overtime work will be allocated to the employees normally performing the required work where the extra work is involved; however, should the overtime work be of such a general nature that does not involve any particular employee, such work will be allocated to

OVERTIME - continued

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. Eight (8) minutes or twenty-three (23) minutes will be allowed as one-quarter, one-half, and so on.

SHIFT PREMIUMS AND SHIFTS:

SHIFTS

Day shift - commences between 6 a.m. and 2 p.m.

Afternoon shift - commences between 2 p.m. and 10 p.m.

Night shift - commences between 10 p.m. and 6 a.m.

SHIFT PREMIUM

Employees working on the afternoon and night shifts will receive shift premiums as detailed below for each hour worked until the completion of their shifts. Overtime will not be calculated on shift premiums.

Effective :	March 5TH/90	March 4TH/91	March 2ND/92
Afternoon:	Ø.30	Ø.33	Ø.35
Nights:	Ø.45	Ø.48	Ø.50

GUARANTEED WORK WEEK:

All employees with twenty-four (24) months of service with the Company will be entitled to receive forty (40) hours of pay, including overtime hours during week worked, provided that he is available for any work that may be required.

Note: All employees employed at March 28th, 1990 will be grandfathered as per language in agreement dated March 1988 to February 1990.

CALL-IN FOR WORK AFTER COMPLETION OF SHIFT:

Where an employee is recalled to work after having completed his shift and punched out, whether still on the Company premises or having gone home, he will receive pay for a minimum of four (4) hours and the time worked will be calculated at overtime rates.

### GUARANTEED WORK DAY:

If an employee who has less than two (2) years with the Company reports for work without having been previously notified not to report for work, he will be given four (4) hours pay or four (4) hours work at his regular, straight-time hourly rate, unless failure to supply work is due to weather conditions or labour disputes. Any employee so affected shall take such temporary work as is available in order to qualify for such four (4) hours' pay.

Note: All employees employed at March 28th, 1990 will be grandfathered as per language in agreement dated March 1988 to February 1990.

### LEAD HAND:

A Lead Hand will be defined as a person who may perform work and direct the work of other employees while performing the duties of a Lead Hand. He will not have the direct authority to hire or fire employees, and will be a Union member. When Lead Hands are to be appointed by Management, a bid shall be posted, and the Lead Hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of Management to **make** the final selection, with the provision that where qualifications are equal in the opinion of the Company, the senior man will receive the appointment.

SCHEDULE 2

VACATION WITH PAY AND RECOGNIZED HOLIDAYS

VACATION WITH PAY:

All employees with less than one (1) year of employment as of June 30th, will receive a vacation pay in accordance with the requirements set forth in the Labour Standards Act of Ontario.

Vacation entitlement: 1990

YRS. SERVICE	WEEKS VACATION	VACATION PAY
1	2	4%
5	3	6%
12	4	8%
25	5	10%

Vacation entitlement: 1991

1	2	4%
5	3	6%
11	4	8%
25	5	10%

Vacation entitlement: 1992

1	2	4%
5	3	6%
10	4	8%
25	5	10%

An employee with one (1), five (5) or twelve (12) years or twenty-five (25) years of employment as of his anniversary date, who, in any year after the first, fifth, twelfth or twenty-fifth year of employment severs, or has severed, his employment will receive on the date of the severance, or as soon as possible thereafter, vacation pay computed at the rate of four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) respectively of his earnings since the termination of his previous vacation.

Employees will not be allowed to waive their vacations, nor to accumulate them from year to year. (See Letter of Understanding "D".)

The choice of vacation period will be according to seniority provided it does not conflict with Management's obligation to maintain an efficient working force.

Vacation lists will be posted not later than March 31st each year, and must be completed by employees by April 15th, and those employees who fail to indicate on the list by April 15th their preference as to their vacation period will forfeit any such preference.

### RECOGNIZED HOLIDAYS

The Following holidays will be observed:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Day Before Christmas
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Employee's Birthday	

In the event that Parliament establishes Heritage Day (third Monday in February of each year) as a Statuary Holiday, this day will be added to the above-listed holidays.

When one of the observed holidays falls on a 'Saturday or Sunday, the day proclaimed will be the day observed. If no other day is proclaimed, the employee will be paid the holiday pay in accordance with the conditions outlined below.

Drivers will be paid eight and one-half (8 1/2) hours regular hourly rate as holiday pay for each paid holiday, and Warehousemen and Maintenance men shall be paid eight (8) hours regular hourly rate as holiday pay for each paid holiday that falls within the terms of this Agreement provided that:

- (a) they are available for work on the normal shift preceding and following the holiday, or when the employee has the consent of the Company to be absent not in excess of seven (7) days.
- (b) they work any time in the week in which the holiday occurs, except for Christmas and New Year's Day holiday, which will be paid to **all** employees on the seniority list who work any time in the month of December, and who are available for work on their normal shift preceding and following both holidays.
- (c) personnel who are ill to five (5) working days preceding and/or following the holiday will be paid for the holiday providing they supply the Company with a Doctor's certificate if required. Employees found misrepresenting the facts of their illness will

## Holidays - continued

When an employee is required to **work** on a Statutory Holiday as mutually agreed between the Company and the Union, he will be paid at the overtime rate (time and one-half) for all time worked on such shift, in addition to the holiday pay.

Any of the holidays listed, falling within an employee's annual vacation, will be paid in addition to the employee's annual vacation pay, providing the employee is available for work on the normal shift preceding and following his annual vacation.

Senior employees will be given the first opportunity to work on holidays. However, they shall have the right to decline work, providing a sufficient number of junior qualified employees are available.

Probationary personnel will not be entitled to statutory pay under any circumstance.

## RATES OF PAY

The Company agrees to pay the following wage rates:

	<u>RATES OF PAY</u>		
Effective:	March 5th/90	March 4th/91	March 2nd/92
Classification:			
Drivers- Tractors	14. <b>a3</b>	15.57	16.50
Drivers- Str Truck	14.70	15.44	16.37
Drivers- Lead Hand	15.20	15.94	16.87
Warehousemen	14.29	15.00	15.90
Warehousemen: Lead Hand	14.79	15.50	16.40
Lift Truck Operator	14.49	15.20	16.10
Shunter	<b>14.49</b>	15.20	16.10
Mtnce., skilled	15.93	<b>16.73</b>	17.73
Mtnce., semi-skilled	15.06	15.81	16.76
Mtnce., unskilled	14.16	14.87	<b>15.76</b>
Warehousemen: Part Time	9.47	9.94	<b>10.54</b>

### SCHEDULE 3

#### WELFARE INSURANCE AND DENTAL PLAN

Upon completion of three (3) months of continuous employment as required by the insurance contract, employees will be entitled to the following benefits:

Life Insurance	\$25,000.00
A.D & D.	\$25,000.00

Weekly Indemnity 1 - 5 - 26 Based on UIC Criteria.

#### Major Medical

Eyeglasses are incorporated into the major medical plan and subject to the normal deductions.

The maximum allowable will be \$150.00 for each employee and \$150.00 for each dependent, every two (2) years.

Effective March 1st 1991, the maximum allowable will be \$175.00 for each employee and \$175.00 for each dependant every two (2) years.

#### DENTAL PLAN

The Company will pay full cost of applicable dental rate for the following dental services:

- Basic Service : 100% of Insured charges \*\*
- Major Restorative: 50% of Insured charges \*\*  
Maximum \$2500. per person  
per calendar year.
- Orthodontic : 50% of Insured charges \*\*  
Maximum \$2000. per person  
per calendar year, and \$2000.  
Lifetime Maximum.
- Dentures : 100% of insured charges \*\*

\*\*In accordance with the current Ontario Dental Association fee schedule for General Practitioners.

The Company shall pay any additional cost of the existing plan during the life of the Agreement.

#### ONTARIO HEALTH INSURANCE PLAN:

With respect to OHIP premiums if the



### CANADA PENSION:

The Company will pay the employee's contribution of 1.8% under the Canada Pension Plan for all employees who have acquired seniority.

### BEREAVEMENT PAY:

In the event of a death in the immediate family (i.e., Mother, Father, Brother, Sister, Wife, Children, Father-in-Law, Mother-in-Law and Grandparents), the Company will grant time off with pay up to a maximum of three (3) working days for an employee who has completed his probationary period.

This condition will not apply in the event of a death of Brother-in-Law, Sister-in-Law, or an employee who because of distance or other reasons, does not attend the funeral of the deceased: in such cases he shall be allowed one (1) working day.

### JURY DUTY:

If a Driver is called for Jury Duty on his normal working day, the Company agrees to pay the equivalent of an eight-and-one-half hour (8 1/2) day at straight time, less the amount received for Jury Duty pay.

If a Warehouseman or a Maintenance employee is called for Jury Duty on his normal working day, the Company agrees to pay the equivalent of an eight hour (8) day at straight time, less the amount received from Jury Duty pay.

It is understood, in the application of this clause, that if a day employee is released from Jury Duty prior to four hours before the end of his normal shift, he must report for work as soon as possible to be entitled to this benefit. A night employee serving a full day on Jury Duty will receive the above benefits and will not be required to report for work that night. A night employee who is released from Jury Duty prior to 12:00 noon will report to work for his normal shift that night.

### PENSION:

In the event that neither the Federal Government nor the Provincial Government legislates a mandatory pension plan prior to March 1st 1992, then effective March 1st 1992, all full time employees with a minimum of two (2) years continuous service with the Company will be eligible for a Company contribution of \$20.00 per month toward a

## SCHEDULE 4

### OTHER WORKING CONDITIONS & GENERAL PROVISIONS

#### SECTION 1

#### UNIFORMS :

After a driver has acquired the seniority shown below, the Employer will pay toward the purchase of a Uniform or provide the corresponding article of 'clothing.

Length of Seniority	Amount
One Year	\$120.00
Two Years	\$140.00

Drivers and Warehousemen - Upon completion of two (2) years service all employees shall be entitled to a three-quarter length winter jacket in the month of November, to be replaced every second year.

Maintenance and Shuntmen - The Company will supply suitable winter garments for those employees whose job necessitates the use of same. This could take the form of thermo clothing (Skidoo type).

All articles of uniform will be in accordance with the Employer's specifications, including style and colour. It will be the responsibility of the Driver to keep his uniform in a neat and clean condition. Each employee who receives a uniform or a jacket under this Article is required to wear the same while on duty. Should an employee leave the service of the Employer within twelve (12) months from the date of being supplied with a uniform, the Employer may deduct from the employee's final pay, one-twelfth (1/12) of the amount of the uniform allowance for each month remaining in such twelve (12) month period.

#### COVERALLS

The Company will supply the Warehousemen with two (2) pairs of coveralls each year and the Company will bear the full cost of same.

At terminal locations which are not heated, the employee shall have the option of one (1) pair of insulated and one (1) pair of non-insulated coveralls.

## GLOVES

The Company will provide gloves for all employees covered by this Agreement. When an employee requires a new pair of gloves, he will be required to turn in an old pair.

At terminal locations which are not heated, the Company agrees to provide winter gloves during winter months (November 1st to March 31st).

## SAFETY SHOES

The Company will contribute a total amount of \$100.00 (one hundred dollars) each year toward the cost of safety shoes for all employees covered by this Agreement, who have two (2) years continuous service with the Company.

## SECTION 2

### EQUIPMENT:

- (a) The Company and the Union recognizes 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 interest of all parties to comply at all times with the statutes and regulations which pertain to the operation of commercial vehicles.
- (b) Vehicles will be equipped with heaters, defrosters, and windshield washers in the interest of safety, and such equipment will be kept in working order.
- (c) The employees agree to abide by the driving rules as laid down by the Company. No employee will be disciplined for breach of such rules unless he has been supplied with a copy of same. These rules will not be in contravention of the Ontario Highway Traffic Act.
- (d) It is understood that there is a specific obligation on the part of employees to report immediately to the Company an accident involving a Company vehicle, or any loss or damage to cargo.
- (e) In the event that an employee alleges the existence of an unsafe practice or unsafe condition, any employee concerned has an obligation to report immediately such a practice or condition to the Company. An employee may grieve on such a matter if it is not rectified satisfactorily within a reason-

(f) Maintenance Tool Allowance: A maintenance tool allowance of One Hundred and Twenty-five Dollars (\$125.00) for tools required to fulfil duties of employment for skilled mechanics, will be allowed once in each contract year, upon presentation of appropriate receipts.

Newly-hired skilled mechanics will qualify for this allowance upon completion of one year's service.

### SECTION 3

#### SPECIAL SENIORITY CLAUSE

In the event that a driver suffers a cancellation or suspension of his driving license, then, according to his seniority, he will be given a preference to perform spare, or relief, work which he is qualified to perform, and which is available. In addition he will, 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.

However, unless **the** license suspension or cancellation is suffered as a result of purely medical reasons, the driver will rank as junior man for the duration of the period he is filling a vacancy.

### SECTION 4

#### CREDIT UNION:

It is agreed that the Company will make deductions from employees with their consent, and forward these deductions to a Credit Union or bank as mutually agreed upon.

### SECTION 5

#### MEDICAL EXAMINATION:

Employees returning from an illness, or illnesses, may be required by the Company to submit a medical report prepared by their attending physician, stating their current condition and ability to perform their normal work. Should the Company desire a confirming or second opinion, such medical examination will be at the Company's expense.

- (a) If the employee, or potential employee, is required to take the medical examination, the appointment date will be mutually agreed upon between the employer and employee.
- (b) If the employee is required to take the medical examination during his normal working hours, he will be paid for all lost time.
- (c) Employees will be supplied with a copy of the medical report.
- (d) Any medical examination required by Federal or (Provincial legislation, will be complied with promptly by all employees provided, however, that the employer will pay for all such examinations. The Company reserves the right to select its own medical examiner or physician, and the Union may, if, in its opinion, it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

## SECTION 6

### MEAL PERIOD AND COFFEE BREAKS:

It is agreed that the normal lunch period will not exceed one half hour. The lunch period will not be considered as time worked, and must be taken between the third and sixth hours of work.

All employees will be allowed a coffee break not in **excess** of fifteen minutes in the first half of the shift, and a similar break in the second half of the shift, not to exceed fifteen minutes, without loss of pay and at the direction of their immediate supervisor.

When a Warehouseman or Maintenance man is specifically requested to work overtime, and it is anticipated at that time that such overtime will be of a duration in excess of one hour, he will be given a rest break period of fifteen minutes at the end of his regular shift, or at a time mutually agreed upon.

## SECTION 7

### BULLETIN BOARDS:

It will be permissible for the Union to post notices

## SECTION 8

### LUNCHROOMS:

Clean and suitable lunchroom facilities will be provided for employees at all depots.

## SECTION 9

### COMPANY MEETINGS:

The Company will pay the prevailing hourly rates to all employees compelled to attend Company meetings, and for time spent if called into the office by the Company.

## SECTION 10

### DAY OF INJURY

Should it be necessary for an employee to go to a doctor or a hospital or to return home after being injured on the job, he will receive a normal day's pay for the day when the accident or injury occurred.

## SECTION 11

### SAFETY AND HEALTH COMMITTEE:

The Company and the Union agree to name a Safety and Health Committee comprising an equal number of Company and Union representatives. The Committee's function will be to promote safety and hygienic conditions.

## SECTION 12

### FORK LIFT OPERATOR CLAUSE:

- (a) Only persons who are qualified will operate fork lift trucks at any time.
- (b) When no regularly-assigned **lift** truck operators are available, the Company will next use an employee designated as a qualified back-up fork lift operator. If no such employee is available, the Company will next use a person who is qualified to operate a fork lift truck.

- (c) To facilitate the administration of this Article, the Company will post a list of employees who are either classified as fork lift operators, back-up fork lift operators, or qualified to operate fork lift trucks. The Company will supply each Union Steward on the dock, and each Lead Hand and Supervisor, with a copy of this list.

### SECTION 13

#### COLLECTIVE AGREEMENT

The Company agrees to pay half the cost of printing the contract in booklet form.

(A)

LETTER OF UNDERSTANDING

Inasmuch as Sunday to Thursday shift operations are now in place in Kitchener and London, the Company will make every effort to ensure a continuance of same.

However, it is understood that there will be no consideration given to implementing a similar shift arrangement in Toronto.

FOR THE COMPANY

*Geir Slater Pres.*  
*Irvington*  
*Kusnie*  
*Scott*

FOR THE UNION

*W.B.*  
*John Camp.*  
*London*  
*Paul O'Shaughnessy*  
*Roger Boyer*  
*John Just.*  
*Carlo Ligata*



(B)

LETTER OF UNDERSTANDING

In keeping with the intent of the Collective Agreement, specifically Article 3.5, it is understood that:

Management, supervisors, and office employees outside the bargaining unit shall not perform bargaining unit work except for the following reasons:

Instruction or training

Investigation

Inspection

Experimentation

Information

Emergency

FOR THE COMPANY

Geis Slater Hunt.  
Kingdon  
Kennic  
Scott

FOR THE UNION

W. B. G.  
W. B. G.  
James T. Camp.  
Kingdon  
Paul O'Shaughnessy  
Roger Boyer  
John Just  
Scott Kingdon

(C)

LETTER OF UNDERSTANDING

Wherever possible the Company will have available a list of part time employees who are absent due to sickness, injury, or vacations.

Such part time employees will be called before use of any employees of any outside agency: however it is understood that these arrangements shall in no way infringe upon management's rights as defined in Article 4 of the Collective Agreement.

FOR THE COMPANY

Gene Slater Hunt.  
Kingdon  
Kusnie  
Scott

FOR THE UNION

W.D.B.  
W.D.B.  
James T. Camp.  
London  
Paul O'Shaughnessy  
Roger Boyer  
John Just.  
Carlos Ligata

(D)

LETTER OF UNDERSTANDING

An employee who has been absent from work due to injury or illness for a continuous period equal to or in excess of his annual vacation allotment may waive his vacation.

An employee who has been absent from work for a period of less than his annual vacation allotment may postpone his vacation by mutual agreement between management and the employee; however, said postponement shall not be in excess of 90 days, nor shall it be postponed beyond the end of the current vacation year.

For the purpose of the above, the vacation year shall be considered to be from April 15th of the current year to April 14th of the following year.

FOR THE COMPANY

FOR THE UNION

Gene Slater  
Kingdon  
Kerrin  
Scott

[Signature]  
[Signature]  
James Campbell  
Kingdon  
Paul O'Shaughnessy  
Roger Boyer  
John Faust  
Carlo Ligata

(E)

LETTER OF UNDERSTANDING

In keeping with the provisions of Schedule 2, wherein it is stated that vacation lists must be completed by employees by April 15th, vacations may be taken between April 15th of the current year and April 14th of the following year.

FOR THE COMPANY

Geir Stales Hunt.  
Arlingdon  
Kunnie  
Scott

FOR THE UNION

W.D.B.  
P. Thomas.  
James H. Camp.  
Lundon  
Paul O'Shaughnessy  
Roger Boyer  
John Just.  
Carlos Legnata