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COLLECTIVE AGREEMENT  
 BETWEEN  
 THE HOSTESS FRITO-LAY COMPANY  
 CAMBRIDGE, ONTARIO

AND

RETAIL, WHOLESALE CANADA, CANADIAN SERVICE SECTOR  
 DIVISION OF THE UNITED STEELWORKERS OF AMERICA  
 AND ITS LOCAL 461

**TRANSPORT DRIVERS**

MAY 13 1994

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## COLLECTIVE AGREEMENT

Between

THE HOSTESS FRITO-LAY COMPANY,  
CAMBRIDGE, ONTARIO  
(Hereinafter called the "Company")

And

RETAIL, WHOLESALE CANADA, CANADIAN SERVICE SECTOR  
DIVISION OF THE UNITED **STEELWORKERS** OF AMERICA  
AND **ITS** LOCAL 461  
(Hereinafter called the "Union")

### ARTICLE 1 - OBJECT OF AGREEMENT

- 1.01** The purpose and the intent of **this** Agreement is to provide co-operation and harmony, and to provide a channel through which information and adjustment of problems may be transmitted **from** one to another, **as well as** to cover hours, wages and working **conditions**.
- 1.02** It is further agreed that the development of a proper relationship **can only** be achieved and maintained by a reasonable and sensible approach, **recognizing** that the best possible working conditions are the objective of both parties.

### ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Company **recognizes** the Union as the sole and exclusive bargaining agent of employee **Transport** Drivers of The **Hostess** Frito-Lay Company **at** Cambridge, Ontario save and except supervisors, persons above the **rank** of supervisors, **office**, clerical and **technical staff, sales staff, persons** regularly employed for not more **than** twenty-four **(24)** hours per week and students employed during the school vacation period.
- 2.02** Persons not in the bargaining unit may perform any work assigned to them by management **unless** it prevents the recall of laid-off employees where the recall would **be** for more **than** two **(2)weeks**.

### ARTICLE 3 - NO DISCRIMINATION

- 3.01** There shall be **no** discrimination by the Company or the **Union** against an employee because of **race**, creed, age, colour, **sex**, marital status, nationality, ancestry, or place of **origin**, or religious, political or Union beliefs.

### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The **Union** acknowledges **the** right of the Company to manage its **business** in **all** respects, **to** direct the work force, and to introduce new or improved methods and facilities.
- 4.02** The Union further acknowledges that it is the function of the Company **to** hire, promote, demote, transfer and lay-off employees, and to suspend, discipline and discharge employees for

just and sufficient cause. Any exercise of these rights in conflict or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set forth herein.

- 4.03 The listing of specific rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any of the rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Company in the past.

## ARTICLE 5 - UNION SECURITY AND REPRESENTATION

- 5.01 The Company agrees to deduct from the pay entitlement drawn by the Company and payable to each employee coming within the scope of the bargaining unit, the regular weekly Union dues, and remit **same** to the Union prior **to** the 15th day of the month following the month **in** which such deductions are made, and shall at the same time, submit a list of **names** of the employees from whose pay such deductions have **been** made, and also those employees absent for ten (10) days or more in the month due to sickness or accident.
- 5.02 In event that Union dues are increased **during** the term of this Agreement, the Company shall be given fourteen (14) days' prior notice.
- 5.03 The Union shall indemnify and save harmless the Company, including its agents and employees, from any and all claims or actions, brought by an employee arising out of or in any way related to the deductions made in accordance with this article.
- 5.04 The Company agrees that upon receipt of written authorization, it will deduct the initiation fee from the wages of an employee joining the **union** after the ratification of this Agreement.
- 5.05 All employees **as** of the signing of this Collective Agreement who **are** members of the **Union**, and all employees who become members after such date, shall remain members of the Union.
- 5.06 The Company agrees to recognize employees of the Company (excluding probationary employees), elected or appointed **as** Stewards to deal with matters under the **scope** of **this** Agreement. There shall be a maximum of one (1) Steward for every twenty-five (25) employees in the bargaining unit, plus a chief steward.
- 5.07 If an employee **so** desires, he will be accompanied by the Steward or Chief Steward when being interviewed by a management **representative** relating to a **serious** breach of conduct, or is given an official reprimand, or is demoted, suspended or discharged.
- 5.08 No Steward or member of a Union committee shall leave **his** post of duty during **his** normal working hours to discuss grievances with employees and/or Union **Representatives** without first receiving permission from **his** immediate Supervisor. **This** permission will not be unreasonably withheld. The Company agrees to pay the regular hourly rate for time so spent, or for time spent in meeting with the Company.
- 5.09 The **Company** shall provide a bulletin board for the use of the Union upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees. The contents of such notices shall not contain anything detrimental to Company interests.
- 5.10 The **Business** Agent or other **known** Executive of the Union may make arrangements With the Plant Manager or **his** appointee to enter the plant during business hours to interview employees for the purpose of hearing grievances. It is understood that such visits will be timed to cause **as**

little disruption as possible to the normal conduct of business. It is further understood that Representatives of the Union will comply with Company regulations and restrictions.

- 5.11 The Company agrees to ~~recognize~~ a Negotiating Committee of up to two (2) employees, all members of the bargaining unit, for the purpose of negotiating amendments to ~~this~~ Collective Agreement. Providing sufficient notice is received, time off without pay will be granted to members of ~~this~~ Committee for preparation and negotiating purposes.
- 5.12 It is understood that the Company is currently sub-contracting work, however it is agreed that the Company will not increase ~~this~~ practice to the detriment ~~of~~ the current drivers.

#### ARTICLE 6 - CO-OPERATION

- 6.01 During the term of this Agreement the Company agrees that there shall be **no** lock-out of employees **and** the **union** agrees that there shall be **no strike**.

Neither the **Union**, nor any of its stewards, **officers** or representatives, shall order, encourage or support a slowdown or a walk-out.

- 6.02 No employee shall conduct **Union** activities during working hours except as specifically permitted **in this** Agreement.

#### ARTICLE 7 - ADJUSTMENT OF GRIEVANCES

- 7.01 Should any difference arise between the Company and any of the employees, or between the Company and the **Union**, as to the interpretation, application or alleged violation of any of the provisions of the Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

Step One:

The employee concerned, accompanied by his steward if he so desires, may **within** five **(5)** work days after the incident giving rise to the grievance occurs take the matter up with his ~~immediate~~ supervisor (either verbally or in writing) who **shall** give his answer within **three** (3) work days. Should the grievance not be satisfactorily settled then:

Step Two:

The Chief Steward, (**in his absence the Unit Chairperson**), the grieved employee and his Steward, and a full-time Representative of the **union** shall meet with the **Human Resources** Manager and ~~Representatives~~ of Management within **fifteen** (15) work days after the decision has been received at **Step One**. The Company will render its decision within **eleven** (11) work days following such meeting. Should the grievance not be satisfactorily settled, then it may be dealt with as hereinafter provided by Arbitration.

**Any grievance not appealed from the decision at Step 1 of the Grievance Procedure within three (3) work days, shall be considered settled on the basis of the last decision.**

- 7.02 The time limits mentioned in Article 7 may be extended by mutual agreement between the **Human Resources** Manager and the Chief Steward **in writing**.

- 7.03 In the case of a wage grievance, the matter shall be taken up within seven (7) calendar days after the employee received his pay cheque for the period in which the grievance occurred.
- 7.04** Any difference arising directly between the Company and the **Union** as to the interpretation, application or alleged violation of any of the provisions of this Agreement may, if deemed **necessary**, be submitted by either party to the other at **Step Two** of the grievance procedure, within thirty **(30)calendar** days from the date on which the matter ~~at~~ issue **arose**.
- 7.05 In the event that an employee is suspended, discharged or involuntarily terminated from his employment, and believes that the action is without just and sufficient **cause**, or is in violation of any of the provisions of **this** Agreement, such action may, if deemed **necessary**, be taken up ~~at~~ **Step Two** of the grievance procedure, provided however, the grievance is filed within seven **(7)** calendar days from the date of said action. In such **cases**, the employee will be advised in writing, with a copy to the Union, of the reason for his suspension or dismissal within two **(2)** work days following the decision.
- 7.06 The Company shall not be required to **recognize** a grievance submitted by an employee after five **(5)** work days have elapsed from the date of the incident.
- 7.07 If the company does not reply to any grievances in the specified time limits set out in Article 7 the grievance(s) will be deemed to be in favour of the Union**
- 7.08 Should the Company and the Union fail to reach agreement **upon** any grievance dealt with by them, then either party may refer it to a Board of Arbitration within fifteen **(15)** calendar days after receiving the reply of the Company at **Step Two** **as** follows:
- 7.09 The Board of Arbitration shall consist of three **(3)** arbitrators, one to be appointed by each party to **this** Agreement and the third to be selected by the two ~~so~~ appointed. The party desiring Arbitration shall then appoint his arbitrator and shall give notice in writing to the other party of such appointment. After receiving such notice in writing, the other party shall appoint an arbitrator and give **notice** in writing to the other party within ten **(10)** calendar days. In the event of the two arbitrators so appointed being unable to select a third arbitrator able and **willing** to act, either party may apply to the **Ontario Labour/Management Arbitration Commission** to appoint a **Chairman** of the Arbitration Board. The Board of Arbitration ~~so~~ constituted of **three** **(3)** members shall **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.
- 7.10 No **matter** shall be submitted to arbitration which has not **been** properly **carried** through all previous steps of the grievance procedure.
- 7.11** The arbitration **board** 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.
- 7.12 In the case referred to in Article 7.05, the arbitrator has the discretion to uphold the Company's action or impose such other penalty **as** he deems appropriate in the circumstances.
- 7.13 The cost of the arbitrator shall be **shared** equally by the parties. Each party will pay its **own costs**, including those of its representatives.
- 7.14** A copy of all **written** reprimands issued to any employee will be sent to the Unit **chairperson** and Chief Steward. Such reprimands will **be** reviewed within **three (3) months** from issue, however such letter will not remain on an employee's file for longer than one **(1) year** unless there has been a further written reprimand.

Notes documenting consultations will be on file for **three** months. If consultations are followed by a written reprimand, **these** consultations will remain on **file as described above**.

## **ARTICLE 8 - SENIORITY**

**8.01** Seniority is the principle of granting preference to employees in accordance with an individual's accumulated service, but **only** when an employee **has** the qualifications necessary to fill the normal requirements of the job in a competent **manner**. Seniority rights will apply only to the extent expressly provided in **this** agreement.

**8.02** **An** employee will be considered **on** probation **until** he has completed **480** hours of actual work , **including training**, within a six (6) month **period** in the service of the Company. If found suitable, and **on** completion of the probationary **period**, the name of the employee **will** be placed **on** the seniority list dating back to the first day of the sixty (60) day probationary **period**.

Probationary employees will not have **recourse** to the grievance and arbitration procedure.

**8.03** In **cases** of lay-offs for lack **of** work and in recall, seniority shall govern and shall be subject to the matter of qualifications referred **to** in Article 8.01.

**8.04** The Company shall prepare and post the seniority list and send a copy to the **Union**. the list shall be revised every six (6) months.

**8.05** In event an employee is laid off for lack of work, such employee shall retain his seniority for a period of twelve (12) months, and be entitled **to** recall. **Within forty-eight (48) hours** of being advised of a recall, such employee must notify the Company of his intent to return **to** work and make himself available for work within seven **(7)** calendar **days** after receiving such notice, providing the **recall** is for more than **two (2)** weeks.

Subject to the provisions of the respective Benefit Plans, participation on such plans will terminate at the end of six **months from** date of lay-off.

**8.06** Termination **of** employment and loss **of seniority** shall be deemed to have **occurred if an** employee:

- (a) resigns;**
- (b) retires;**
- (c) is discharged for just cause and is not reinstated;**
- (d) fails to return to work in accordance with the provision of Article 8.05;**
- (e) fails to return to work after the completion of a leave of absence on the date mentioned in the signed leave of absence form unless a reason satisfactory to the Company is given by the employee;**
- (f) is absent for three (3) consecutive work days without permission of the Company, unless the employee was absent for reasons beyond his control;**
- (g) is on continuous lay-off for a period of twelve (12) months;**

(h) has received termination allowance in accordance with Article 15.

- 8.07** When an employee is transferred out of the bargaining unit to a supervisory position, he shall retain his classification seniority in the bargaining unit for twelve (12) calendar months. In the event that such employee does not return to his former position within twelve (12) calendar months, he shall lose his seniority standing in the bargaining unit. Should an employee, after the lapsing of twelve (12) calendar months, be transferred by the Company back into the bargaining unit, he shall be credited with twelve (12) months seniority, or such other seniority as mutually agreed between the Company and the Union Committee.
- 8.08** An employee from the Cambridge location without bargaining unit Seniority may be transferred into the bargaining unit by the Company and credited with twelve (12) months seniority, or such other seniority as mutually agreed between the Company and the Union Committee.
- 8.09** In the event of transfer of operations to this plant from other Hostess Frito-Lay plants, employees possessing particular skills required by the operation shall be allowed to transfer into the bargaining unit with one (1) month's seniority or such other seniority as mutually agreed between the Company and the Union Committee.
- 8.10** Any break in seniority described in 8.06 above shall cancel seniority previously accrued. New seniority can be acquired after such breaks only after re-employment, in which case seniority shall date from such re-employment.
- 8.11** In the event of a transfer of an employee to the Plant from the Transport Classification on a permanent basis, such employee may be voluntarily assigned a general labourer position with full accumulated seniority. This article will not apply on a temporary transfer due to accident/illness where such transfers will be made under an agreement between the Company and the Union.
- 8.12** In time of war, seniority shall not be broken by reason of active service in the Canadian Armed Forces.

#### ARTICLE 9 - VACATIONS WITH PAY

- 9.01** The Company shall grant to all employees covered hereunder vacations with pay as follows:

Employees who have completed one (1) or more years of service with the Company shall be entitled to two (2) weeks' vacation, with pay based on 4% of their gross earnings in the previous calendar year.

Employees who have completed five (5) or more years of service with the Company shall be entitled to three (3) weeks' vacation, with pay based on 6% of their gross earnings in the previous calendar year.

Employees who have completed ten (10) or more years of service with the Company shall be entitled to four (4) weeks' vacation, with pay based on 8% of their gross earnings in the previous calendar year.

Employees who have completed twenty (20) or more years of service with the Company shall be entitled to five (5) weeks' vacation, with pay based on 10% of their gross earnings in the previous calendar year.

Employees who have completed twenty-five (25) or more years of service with the Company



shall be entitled to six (6) weeks' vacation, with pay based on 12% of their gross earnings in the previous calendar year.

For each week of vacation, an employee will receive a minimum ~~of~~ his current weekly salary, providing the employee has worked during the calendar year in which the vacation is taken.

- 9.02 Employees shall receive their vacation pay on their last regular pay day prior to their vacation.
- 9.03 If a paid holiday falls within an employee's vacation, the employee shall at their option receive a ~~day's~~ pay in lieu of the holiday, or a mutually agreed alternate day.
- 9.04 Each employee may request their choice of vacation weeks and such vacations, if submitted by May 1st, will be allocated on a classification seniority basis subject to Article 9.05. Those failing to designate their preference by May 1st shall receive vacations in times not already allocated. ~~An~~ employee may request ~~his~~ vacation at any time during the calendar year, except for the month of December.
- 9.05 Each employee may receive ~~three~~ (3) weeks of their entitlement between June 1st and September 30th of the calendar year. If an employee is entitled to more than three (3) weeks vacation, consideration for subsequent week(s) within ~~this~~ period will be given to such employee after the selection for the initial three (3) weeks of vacation is completed.
- 9.06 Vacations may not be ~~postponed~~ from one year to another and ~~made~~ cumulative. However, an employee entitled to three (3) or more weeks' vacation, may postpone one (1) week to be taken in the succeeding year. Six (6) weeks' vacation in a calendar year is the maximum entitlement, and therefore any postponed week must be taken before the calendar year in which the employee ~~becomes~~ entitled to ~~six~~ (6) weeks ~~of~~ vacation.
- 9.07 ~~Once~~ the vacation schedule is approved by the Company, the employee's vacation cannot be changed without the consent of the employee and the Company.

#### ARTICLE 10 - PAID HOLIDAYS

10.01 The following paid holidays shall be observed:

New <del>Year's</del> Day	Labour Day
<del>Good</del> Friday	<del>Thanksgiving</del> Day
Victoria Day	Day before Christmas Day
Canada Day	Christmas Day
Civic Holiday	<del>Boxing</del> Day
Day before New <del>Year's</del> Day	

There shall be one (1) additional paid holiday, the observance of which shall be scheduled on the ~~Friday~~ of the first week of March ~~Break~~. It will be rescheduled if this date falls on Good Friday.

- 10.02** To be compensated for a paid holiday, an employee must have worked the full required **shift** immediately prior to and following the day declared by the Company to be the paid holiday, **unless** such absence is excused by the Company. Absence due to illness will require a doctor's certificate.
- 10.03** If a paid holiday falls **on** a Saturday or a Sunday, then the holiday shall be observed **on** either the Friday prior to the holiday or the Monday after the holiday.
- 10.04** **An** employee who works on a paid holiday will receive **his** holiday pay and in addition, he will be paid at the rate of double (2) **his** regular **rate** for all hours worked.

#### **ARTICLE 11 - BEREAVEMENT ALLOWANCE AND JURY PAY**

- 11.01** **An** employee absent due to a death in his family during periods when he is both scheduled and available for work shall receive the following entitlement for time lost during the period between death and ~~three~~ **(3)** calendar days following the funeral:

Up to three (3) days in the case of mother, father, sister, brother, children, spouse, parents-in-law, stepmother, stepfather, **step** children.

Up to **one** (1) day in the case of grandparents, grandchildren, brother-in-law, sister-in-law.

Employees may be **permitted** two (2) extra **weeks** of leave in the event of long distance travelling but such extra days shall be granted without pay.

- 11.02** When **an** employee is called upon to serve on a **jury** or subpoenaed to appear **as** a witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular weekly wage rate, provided:

- a) the employee furnishes proof of services by a statement of earnings supplied by the **Court**;
- b) provides the Company with at least fortyeight **(48)** hours notice of when he **is** to report or immediately **on** notification;
- c) returns to work if he is called and not kept; however, he shall not be required to report for **work** if less than two **(2)** hours of **his** normal shift **remains** to be worked;
- d) such duty falls on a regularly scheduled work day the employee would have worked.

#### **ARTICLE 12 - LEAVE OF ABSENCE**

- 12.01** The Company may, in its discretion, grant leave of absence without pay for legitimate personal **reasons**. **Requests** for such leave shall be made in writing to their **Human** Resources Manager, stating the **reasons** for such request and the proposed duration. The employee shall be advised of the Company's decision in writing at least fourteen **(14)** calendar days prior **to** such commencement date. Leaves of absence will not be unreasonably withheld.

- 12.02** **An** employee elected **as a** delegate to a **Union** Convention shall, **upon** request in writing received by the Company at least **fifteen (15)** calendar days prior **to** the commencement date of the leave, be granted a leave of absence without **pay** not to exceed three (3) **weeks** without a break in continuity of Company service. The three (3) **weeks** of leave may be extended at the discretion

of the Company. It is agreed that no more than one **(1)** member of the **Union** be granted such leave.

- 12.03** A request for leave of absence because of pregnancy should be submitted to Human Resources at least four **(4)** months before the expected delivery date, and be accompanied by a written note from the attending physician indicating the expected date of birth and his recommendation that the employee is physically able to continue working.

The Company will allow parental leave to eligible employees in a manner consistent with the Employees Standards Act of Ontario.

- 12.04** An employee who is adopting a child will be granted a leave of absence without pay, for such time as is **necessary** to fulfill the legal adoption requirements.
- 12.05** All leaves of absence will be granted without loss of **seniority**, however leaves of absence will not be granted for the purpose of allowing an employee to take another position, try out new work or venture into business for himself. His leave of absence shall be cancelled, and his employment shall be terminated if he engages in activities other than those for which the leave was granted.
- 12.06** An employee selected to work on a full-time basis for the Union will, subject to the operating needs of the business, be **granted a** leave of absence without pay for a **period** not to exceed one (1) year. The request for such leave must be made one (1) month in advance of the date it is to commence, and not more than one (1) employee **shall** be granted such leave concurrently under **this** Article. **Such leave will not be unreasonably withheld. During such a leave the Union will pay the company portion of all benefits.**
- 12.07** Subject to the operating needs of the business, the company will grant upon request of the union, **three (3) union members in total to attend union education leave at any one time without pay, not to exceed twenty (20) consecutive work days. Providing such request is made in writing at least 5 work days in advance to the Plant Manager or designate, such leave will not be unreasonably withheld.**

#### ARTICLE 13 - LAY-OFF AND RECALL

- 13.01** If a reduction of staff or lay-off becomes **necessary**, employees will be laid **off** in the following order:
- (a) employees on probation
  - (b) employees in reverse order of their classification seniority providing the employees **retained** are able to perform the work available without training, **and** in a competent manner.
- 13.02** The Company will not be obligated to apply classification seniority provisions or notice in any lay-off which does not exceed **three (3)** consecutive work days. **Any recall** during the balance of the week will be in the reverse order of the lay-off under **this** clause.
- 13.03** Except in an emergency, all employees (excluding employees on probation) laid-off in accordance with Article **13.01 shall** receive notice when the trip **sheets** are posted.
- 13.04** The most senior employees will be recalled providing he **has** the qualifications to provide the work available without training, and in a competent manner.

## ARTICLE 14 - SAFETY, HEALTH AND SANITATION

- 14.01** The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, including safety installations, personal protective equipment, and such other safety devices required to maintain safe working conditions.
- 14.02** It is the responsibility of the employee to observe such safety provisions and to immediately advise his supervisor of any unsafe working conditions. Each employee is expected to report promptly **all** injuries he suffers and all accidents involving the Company's property and equipment which occur while he is on duty.
- 14.03** Employees must be physically capable of meeting the performance requirements of their job in a safe manner. When that ability is in question, they must be certified medically capable of performing their job by a qualified doctor of their choice. If they are unable to meet these requirements, the Company will make every reasonable effort to provide alternate work or suitable modified work, prior to applying to any applicable benefit plans.
- 14.04** In consideration of **the** nature of the Company's business, the Union recognizes the **need** for **maintaining** high standards of sanitation and employee health in accordance with Federal and Provincial laws and regulations.
- 14.05** The Company will maintain all vehicles in safe operating condition in accordance with the Department of Transport regulations. Each driver is responsible for reporting **any** unsafe condition or damage to the vehicle at which time the Company will **seek** an expert mechanic's opinion. Should repairs be **necessary**, the work will be done without delay. The Company will provide forms **in** triplicate for the driver to report any maintenance or unsafe condition of the vehicle; one **(1)** copy to be kept by the driver, one (1) copy for the Trucking Supervisor, and one **(1)** copy for the Fleet Manager.
- 14.06** The Company and the Union agree to establish a Plant Safety **Committee** which will meet at least once each month or more **as** required. The **Committee** is to be comprised of not fewer **than four (4) Union** Representatives, **one of** whom shall represent the transport drivers group, appointed by the Union, and an **equal** number **of** Management representatives appointed by the Plant Manager.
- 14.07** All Company safety policies will be endorsed by the joint Safety **Committee** and posted **on** a bulletin board provided for such purposes.
- 14.08** The Company will pay up to a maximum of seventy-five dollars **(\$75.00)** per calendar year toward the cost of safety shoes purchased by an employee.

## ARTICLE 15 - TERMINATION ALLOWANCE

- 15.01** **An** employee, excluding an employee on probation, who is permanently laid off due to such causes **as** transfer or discontinuance of the manufacture **of a** product, introduction **of** new equipment or processes, closing of the Plant or part of the Plant, or other **causes** which, insofar **as** the Company **can** determine, permanently reduce the work force, shall be entitled to a Termination Allowance, in accordance with the following provisions:

**NOTE:**

For the purposes of this Article, a permanent lay-off is understood to be a lay-off which is expected to last continuously for a period of at least twelve **(12)** months.

1. The Company will advise the **Union as soon as** possible in advance if a permanent lay-off with Termination Allowance, **as** provided in **this** Article, is to take place.
2. **An** employee who is eligible for Termination Allowance shall be paid one week's pay for each completed year of service, to a maximum of fifty-two **(52)** weeks' pay.
3. **An** employee who is permanently laid **off** may elect to **remain on** the Driver seniority list for possible recall. In such cases, the Company will hold the Termination Allowance payment for a maximum of twelve **(12)** months, during which time the employee may request payment with a complete break in service.
4. The number of weeks Termination Allowance will not exceed the number of weeks remaining to an employee's **normal** retirement date.
5. **An** employee who **has** received termination allowance will be given consideration for re-hire within the period of one year **from** date of **receiving** termination allowance.
6. Termination Allowance shall not be paid:
  - a) To an employee with **less than** five **(5)** years' seniority;
  - b) To an employee discharged for just **cause**;
  - c) To **an** employee who voluntarily resigns from the Company's employ;
  - d) To an employee who retires from the Company's employ;
  - e) In the event of closing the Plant or part of the Plant due to Acts of Nature, or **in** times of public peril, war, disaster or any other **reason** of similar nature

**ARTICLE 16 - HOURS OF WORK AND OVERTIME**

- 16.01** The normal work week **shall** consist of forty-three **(43)** hours per week exclusive of **an** unpaid **meal** period. The daily schedule of hours **will** vary depending upon the trip selection and weather conditions. The day will commence with the scheduled reporting time, and end with the return to the plan or motel check-in, subject **to** reasonable expectations of driving time.
- 16.02** It is understood and agreed that the provisions of this Article are intended **only** to provide a basis for calculating time worked and shall not be considered a guarantee **as** to the hours of work per day or the days of work per week. However, the Company will endeavour to provide a normal work week **to as** many employees **as** possible, **as** business conditions permit.
- 16.03** Authorized hours worked in excess of the **normal** work week **as** outlined **in** **16.01** shall be accumulated **on an** ongoing basis, and paid at time and one-half the employee's regular hourly rate. Regular hours paid but not worked will be carried to subsequent pay **periods as** owing to the Company. Any net overtime will be paid weekly **with** a one week delay.

- 16.04** There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted **as** part of the normal work week and also **as** hours for which **an** overtime premium is payable.
- 16.05** Consistent with efficiency **of** operations, there shall be a **one-half** (1/2) hour unpaid meal **period** and **two (2)** ten **(10)** minute paid rest periods in each work day.
- 16.06** **All** hours worked on the 6th day shall be credited at the **rate** of one and one-half (1 1/2) times the hours worked. All hours worked on the 7th day shall be credited at double **(2)**the hours worked.
- 16.07** The parties recognize that the **needs** of the business may require the **performance** of overtime work from time to time, **and** employees will co-operate in the performance of such work. If **an** employee is missed under Article **16.09**, he will be offered an equivalent number of hours at the next available opportunity within thirty **(30)** calendar days.
- 16.08** The trip sheet will be posted daily two **(2)** days in advance, and the trips shall be distributed as fairly **as** possible to maintain the hours and **mix** of runs.
- 16.09** For week-end or Holiday **runs**, these runs will be offered to regular drivers on a rotation basis by seniority starting with the most senior driver.

#### **ARTICLE 17 - WAGES AND JOB RATE RULES**

- 17.01** Basic rates of pay during the term of this Agreement shall be in accordance with Appendix A.
- 17.02** A driver required to layover will use motels **from** the recommended list supplied **by** the Company, and the Company will reimburse the employee in accordance **with** expense receipts supplied for such accommodations.
- 17.03** **An** employee, called in **to** work **from off** the premises for a **special** work assignment, shall be credited at the applicable rate for all hours worked, with a minimum credit of four **(4)** hours.
- 17.04** If you report to work and there is no work available, you may be eligible for a **credit of four (4)** hours. This provision does not apply where the lack of work is the result of conditions beyond the control of the Company.

#### **ARTICLE 18 - FILLING OF POSITIONS**

- 18.01** A job vacancy in the Transport Driver classification will be filled by the promotion of the employee with the most classification seniority **as a** relief driver.
- 18.02** Nothing within this article limits the Company's right to assign or transfer employees within the same classification to different job assignments within that classification.
- 18.03** This article will not apply where the vacancy is caused by illness, accident, vacations, **WCB** or leaves of absence including maternity leave. Such vacancies may **be** filled at the sole discretion of the Company. For **an** extended absence, the Company will **consult** with the **Union Steward**.

## ARTICLE 19 - BENEFITS

- 19.01 All eligible employees (excluding employees on probation) shall, subject to the conditions therein, have the benefit of the various ~~salaried~~ Plans currently in force such as the Ontario Health Insurance Plan, Extended Health, Dental, Life Insurance and Disability Income, Non-occupational Accident and Sickness Disability, and Retirement. Throughout the life of this agreement, the Company will not change any of the participating benefits provisions applicable to this bargaining unit without prior consent of the ~~Union~~.
- 19.02 Five-twelfths of the UIC premium reduction received by the Company as a result of the registration of its sick leave plan has been applied to offset the cost of benefits provided under this agreement, pursuant to the employee's entitlement under the applicable legislation.

## ARTICLE 20 - GENERAL PROVISIONS

- 20.01 ~~Use~~ of the masculine gender in this agreement shall be considered also to include the feminine, and the plural to include the singular.
- 20.02 The Company shall furnish uniforms of its choice as follows:
- Three (3) ~~shirts~~
  - Three (3) pants
  - One (1) spring coat (or golf jacket) every year
  - One (1) winter ~~coat~~ every ~~two~~ (2) years
- 20.03 All drivers will receive the following ~~meal~~ allowances:
- (a) On layover or scheduled to leave the Plant prior to 6AM for days, 2PM for afternoons, or 8PM for nights - \$6.00
  - (b) On shifts over 12 hours - \$12.00
  - (c) On layover an additional \$6.00 for a total of \$24.00 for the first day.
- 20.04 A driver convicted of drunk, impaired or dangerous driving while operating a Company vehicle will be discharged regardless of seniority or other considerations. However, a transport driver who loses his license under the law for an incident not involving a Company vehicle, will be removed from the driver classification and either be granted a leave of absence without pay not to exceed one year or allowed to transfer into the plant bargaining unit as general labour with seniority equal to total company service. After his license has been reinstated, he shall be reinstated to the driver classification with the classification seniority he had at the time of his removal.

**ARTICLE 21 - TERM OF AGREEMENT**

21.01 ~~This agreement shall be in effect until midnight of this 5th day of January, 1994, and from year to year thereafter unless either party gives the other, not less than thirty (30) nor more than ninety (90) days prior to such expiry date, a written notice of its intention to terminate this Agreement or seek amendments to same, in which cases this present Agreement shall remain in force during negotiations for its renewal or amendment.~~



IN WITNESS WHEREOF the parties have signed this Agreement on the    day of

**THE COMPANY**

**THE UNION**

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APPENDIX "A"  
TRANSPORT DRIVERS

	Jan 3/94	Jan 2/95	Jan 8/96
Weekly Salary	<b>\$699.32</b>	<b>\$713.31</b>	<b>\$727.57</b>
Regular Hourly Rate	<b>\$16.26</b>	<b>\$16.59</b>	<b>\$16.92</b>