

**COLLECTIVE BARGAINING  
AGREEMENT**

**- BETWEEN -**

  
**CUSTOMIZED TRANSPORTATION. LTD.**  
400 National Road • Chatham, Ontario

**- AND -**

**UNITED PAPERWORKERS  
INTERNATIONAL UNION, AFL-CIO  
LOCAL 7832**

**FEBRUARY 28, 1998 - FEBRUARY 28, 2001**

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## COLLECTIVE AGREEMENT

AGREEMENT entered into as of February 28, 1998, by and between Customized Transportation, Ltd. (hereafter referred to as "Company" or "Employer") and United Paperworkers International Union, AFL-CIO (hereafter referred to as "Union").

### WITNESSETH

WHEREAS, the parties hereto desire to establish, maintain, and regulate the standards of hours, rates of pay, and other terms and conditions of employment, under which the employees of the Company shall work for the Company during the term of this Collective Agreement, and

WHEREAS, the parties hereto desire to establish, maintain, and regulate the mutual relationships between the Company on the one hand and the Union on the other hand with a view to securing harmonious cooperation between them,

**NOW, THEREFORE**, the parties mutually agree as follows:

## ARTICLE 1—UNION RECOGNITION

A. The Company hereby recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees in the collective bargaining unit (hereinafter sometimes referred to as the “unit” or the “bargaining unit”) employed at its facility at 400 National Road Chatham, Ontario in accordance With the Recognition Agreement executed by the parties on January 17, 1989, namely:

**UNIT:** All full and regular part time truck drivers employed by the Company at its Chatham, Ontario facility, but excluding all other employees, office clerical employees, professional employees, managerial employees, guards and supervisors, part-time employees, for purposes of

Union membership and coverage under this Agreement & will include any employee who earns in excess of \$400,00 in any given month.

**B.** The term “employees” shall embrace all such employees within said collective bargaining unit. All other employees not within said unit as above set forth are specifically excluded from this Agreement.

**ARTICLE 2—UNION SECURITY  
AND CHECKOFF**

The following provisions as to ~~membership~~, and deduction of Union dues with respect to the employees ~~within the collective bargaining unit~~ are agreed to for the term of this Agreement, provided, however, they shall be effective only subject to and conditional upon the Union and the employees complying with the applicable provisions and requirements of federal and provincial law.

A. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of the Agreement shall become members not later than thirty (30) days following the effective date of this Agreement. It shall also be a condition of employment that all employees covered by the Agreement and hired during the term thereof, shall, on or after the thirtieth (30th) day following the beginning of such employment or on and after the thirtieth (30th) day

following the effective date of **this** Agreement, whichever is later, become and remain members in **good standing with** the Union. The **Union** agrees to accept for **Union** membership all employees hired by the **Company** who apply for membership.

**B.** The Company shall not be **required to terminate** the employment of any employee on the ground that **such** employee has **ceased to be a member in good standing** until the expiration of five **(5)** working days after **receipt** of notice in **writing** by the **Union** to the Company that **such** employee is not a member of the **Union** in good standing. It is understood and agreed that loss of **good standing in the Union** *shall* not **affect** continued employment unless **such** loss is for reason of failure to tender regular **dues or** initiation **fees** as uniformly **required of all** employees. The employee shall have the right to pay **such dues** or initiation fees within said five **(5)** working day period and thereby avoid discharge.

**C.** Upon receiving the **written authorization** of an employee in the form provided in **this Article 2**, which form will be provided to the employees by

the Union, the Company agrees to deduct from the first pay of each month membership dues and initiation fees in such amounts as shall be fixed pursuant to the By-Laws and the Constitution of the Union during the continued effectiveness of such written authorization.

D. All sums collected shall be promptly remitted to the Financial Secretary of the Union or the International as designated by the Local Union.

E. The Union will certify in advance to the Company in writing the amount of dues and initiation fees to be deducted from the pay of each employee, and shall indemnify and hold harmless the Company against any liability which may arise as a result of lawsuits, charges, complaints or other actions against the Company because of the deduction by the Company of the Union dues and initiation fees or by virtue of the Company acting in accordance with Union instructions regarding said dues and initiation fees. In no event shall the Company be liable to any employee for any deduction from the pay of any such employee of Union dues and initiation fees, or any payments made by the Company to the Union, hereunder.



**F.** The Company will submit to the Financial Secretary of the Union a monthly statement of those employees from whose earnings deductions have been made, together with the amount of such deductions.

**G.** The Company will provide to the Union information concerning all newly hired employees, and information concerning all discipline and all discharges.

**H.** The Company will provide to the Union drivers' logs going back no more than six (6) weeks from the date of demand, in connection with pending grievances only.

**I.** The Company will provide to the Union relevant changes of status, such as hourly rate increases and other contractually required changes, but will not submit the full payroll change status form.

**J.** The checkoff authorization to be signed by each employee shall be as follows:

**TO: Customized Transportation, Ltd.  
P. O. Box 684, Chatham, Ontario N7M 5K8**

**I hereby assign to United Paperworkers International Union, AFL-CIO, from any wages earned or to be earned by me as your employee (in my present or in any future bargaining unit employment by you), such sums as the Financial Officer of said Union may certify as due and owing from me as membership dues, including an initiation fee or reinstatement fee and monthly dues\* in such sum as may be established from time to time as Union dues in accordance with the Constitution or By-Laws of the International Union. I authorize and direct you to deduct in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.**

**This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this as-**

signment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the ~~Company~~ and the Union, whichever shall be shorter, unless written notice is given by me to the ~~Company~~ and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the ~~Company~~ and the Union which ever occurs sooner.

Employee's Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Clock Number \_\_\_\_\_

**ARTICLE 3—NO DISCRIMINATION**

Neither the Company nor the Union will discriminate against any employee on the basis of race, creed, sex, color, national origin, age or religion, or otherwise violate the Federal Charter of Rights

with respect to employees covered by this Agreement.

**ARTICLE 4—SHOP REPRESENTATION**

A. The Company recognizes the right of the Union to designate one (1) Steward for each shift, and up to ~~three~~ (3) stewards total, from the bargaining unit to assist the Union in the administration of this Agreement. It is understood ~~that~~ Stewards will be designated such ~~that no more~~ than one (1) such Steward is employed on each shift. The Company agrees not to unreasonably interfere with the Stewards in carrying out their required duties relating to grievances; provided; however, that the Stewards shall obtain permission from their supervisors prior to leaving their jobs to attend to such duties. Such request shall not be unreasonably denied by the Company. The Company will pay a total of no more than two (2) hours per week per steward for such duties. For resolution of Grievances at the Step 2 procedures of Article 5 and beyond, the Union will appoint a Shop Committee. The Shop Committee will consist of one member for a bargaining unit of 30 or less and two members for a bargain-

ing unit of **more than 30**.

**B.** The Union agrees to submit **to** the Company in writing, **and at** least annually on the anniversary date of this Agreement's execution, **an up-to-date** list **of** the then current Stewards, **and** Shop Committee member.

#### **ARTICLE 5—GRIEVANCE PROCEDURE**

Differences arising between **the** Company, the employees, or the Union **as to** the interpretation, application, or violation of **this** Agreement shall be settled **as** promptly **as** possible in accordance with the following **five-step** procedure with the exception of this grievance procedure: Grievances which are filed **as** a result of **discharge** will automatically **go to** the **4th** step providing **such** grievance **was** filed in a timely manner. Untimely **answers** by either party will be ruled **an** appeal **to** the next level **by** either party.

**STEP 1:** Any employee or an employee representing a group of employees who have a grievance **shall first** take the grievance up orally **with the** supervisor who will attempt **to** settle it. A grievance

must be presented within seven (7) calendar days of the time the grievance occurred or at a time the employee first had knowledge of such violation. Any employee may request his supervisor to call his steward before the grievance is discussed. The supervisor will arrange the meeting with the steward without delay. The supervisor will attempt to adjust the grievance immediately. If he/she cannot, he/she will give his answer no later than the working day following the day the grievance was taken up with him.

Reduction to writing: If the grievance is not adjusted by the supervisor, the employee or the steward will reduce the grievance to writing. The supervisor will write his disposition on the grievance no later than one (1) working day after the grievance has been reduced to writing. The employee or steward may write a statement of objection no later than one (1) working day following the day the grievance has been presented to him.

**STEP 2:** The Manager will attempt to settle the grievance with the parties involved in the first step within three (3) working days from the time the

grievance is presented to him. If the grievance is settled or not settled to the employee's satisfaction, or the **Union**, within three (3) working days by the Manager, it will proceed to the next step of the grievance procedure within five (5) working days.

**STEP 3:** The Manager within four (4) working days after receiving rejection of the grievance will hold a meeting with the Union Bargaining Committee to attempt to settle the grievance. If the grievance is settled or not settled, he/she will write his disposition on the **Union and Company's** copies of the grievance within forty-eight (48) hours and return the Union's copy to the President of the **Local Union**. The **Union** will then accept or reject the written disposition within forty-eight (48) hours. If the grievance is not settled, it will proceed to Step 4.

**STEP 4:** Upon receipt of the rejection, the Manager or his designated representative shall within five (5) working days arrange for a meeting between the Management Representatives and the International **Union** Representatives. If the griev-

ance is unsettled at that step it shall be submitted to arbitration.

A. **Arbitration.** If the grievance is not settled at Step 3 of the procedure, the ~~matter~~ may be submitted to arbitration in the following ~~manner~~. Within fourteen (14) working days after the date of the Step 2 decision, the ~~matter~~ may be submitted to arbitration by a written notice of intention to arbitrate. **Failure to meet this deadline bars arbitration.** The parties agree to utilize one list of seven (7) **arbitrators to be provided by the federal government.** Neither party will have any right of **rejection.** The parties further agree to strike a panel of seven (7) arbitrators and select and notify one (1) arbitrator within fifteen (15) calendar days of receipt of the list. **Except as follows, the expense of the arbitration, including the arbitrator's fee and expenses, and the cost of facilities will be shared equally by the Company and the Union.** The hearing may be officially transcribed at the option of either party; unless both parties request transcription, the transcribing expenses will be borne by the party making the request. Each party to the proceeding shall bear the expense of its own rep-



representative, the fees and expenses (including reimbursement for lost time) of its own witnesses, and the expense of preparing and presenting its own case.

In cases involving discipline or discharge, or involving economic benefit to either party, the losing party will pay the full costs of the arbitration, which will include the arbitrator's fee and the cost of a hearing room. In cases of a split award, that is where the grievance (or grievances) is neither sustained in its entirety nor denied in its entirety, then the cost of the arbitration will be borne equally by the Company and Union. The expense of witnesses for either side shall be paid by the party producing the witnesses.

Unless there is mutual Agreement to the contrary, not more than one (1) grievance shall be submitted to or be under the review of one (1) arbitrator at any one time. The decision of the arbitrator made in accordance with this contract shall be final and binding upon the parties as to the matter in dispute.

**B. Scope and Procedure, The function and purpose of the arbitrator is to determine disputed interpretations of the express terms of this Agreement, or to determine disputed facts upon which the application of those express terms depends. An arbitrator shall not have authority nor shall he or she consider his or her function to include the decision of any issue not mutually submitted, or to interpret or apply the Agreement so as to change the intent of the parties as expressed herein. An arbitrator shall not have jurisdiction to make an award which, in practical or actual effect, modifies, revises, detracts from, amends, alters, enlarges, or ignores any provision or term of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence to the extent that it is not restricted by the terms of this Agreement, but an arbitrator shall not have jurisdiction to determine that the parties by practice or implication have amended or supplemented any of the written terms of this Agreement. An arbitrator shall have no power to establish or change any wage or rates of pay for employees covered by this Agreement.**

**C.** Grievances arising **out** of the discharge of an employee shall be **expedited and** filed in writing directly with *the* plant manager in **Step 2** of the grievance procedure within two **(2) working** days of the discharge. A discharge grievance shall be given precedence over any **other** grievance case. **Both** the Union and the Company agree **to** exercise their **best** efforts to resolve **such grievances** promptly.

**D.** A grievance must be filed and appealed through the grievance procedure **within** the establish& time limits **or** it shall be considered settled on the **basis** of the last answer given. The **failure(s)** of the **Company** to **make a** timely response **at any** step in **the** grievance procedure shall be construed as **a** denial of **the** grievance; however, **the Union** may appeal **within** the time **limits** set forth in this Agreement to the next step of **the** grievance procedure, including arbitration.

**E.** **Any liability** under this grievance **and** arbitration procedure shall in no event **accrue more** than **two (2) days** prior to the date the grievance **was** first **presented in** Step 1 of this procedure. **Any**

remedy involving pay for loss of wages shall be subject to an offset for any income or monies received during the grievance processing and/or arbitration period.

**F.** The filing and appealing time limits in this Article are of the essence, but may be extended as necessary by mutual written agreement between the parties.

**G.** Either party may withdraw its own grievance at any time during the procedures set forth above until and unless a final decision has been rendered. Such withdrawal shall be with prejudice unless the parties mutually agree otherwise in writing. In the event that a grievance is withdrawn, the party withdrawing the grievance shall be liable for all costs incurred by the other party as a result of processing the grievance under this Article.

#### **ARTICLE 6—PROBATIONARY PERIODS**

**A.** All employees shall be employed on a trial basis for a probationary period of ninety (90) calendar days from date of hiring and the Company shall have the full right to discharge such employ-

ees during such probationary period. The Company shall notify **the** Union in writing **of** any employee discharged under **this** clause.

## **ARTICLE 7—DISCIPLINE AND DISCHARGE**

The Union acknowledges **that** maintaining good discipline **is** central to efficient operation of the business. In furtherance of this need, management **reserves** the absolute right **to** establish, **change** or modify **reasonable** rules governing employee conduct **and** performance in **their** job duties provided the Union is notified of **any** such changes. **Man-**agement has the sole right to discipline, suspend **or** discharge any employee for violation of **these** rules or for **any** other just cause. **All** grievances concerning disciplinary actions or discharges must be **filed** in writing with the grievant's **supervisor** within seven **(7)** calendar **days** of the disciplinary action and must be **otherwise** in accord **with** the provisions of Article 5. The Company agrees **to** provide each employee covered in **this** agreement a copy of a "CTL Employee Handbook", if **and** when **one** is ever published. **Union** has **the** right to

review before its publication.

## ARTICLE 8—SENIORITY

A. Seniority is defined as length of continuous bargaining unit employment with the Company since the employee's last date of hire including the probationary period (upon completion) and all time the employee is on an approved leave or layoff as provided by this contract. Seniority rights as created by this Agreement, exist only to the extent expressed herein and do not survive beyond the terms of this Agreement. Seniority shall not prohibit the Company from discontinuing its operation, in whole or in part. It also will not prohibit the Company from discontinuing a job classification or rearranging duties within a classification.

B. The parties recognize the right and need of the Company to have and maintain at all times the best qualified work force. Seniority shall be applied as set forth in this Agreement provided the employees involved have the qualifications and ability to satisfactorily perform the work involved. "Qualifications and ability" means, able to perform

the work in **an** efficient manner **based** on experience, shop knowledge, training, skill, physical or mental fitness, and work **record**.

**C.** Seniority and the employment relationship shall **be terminated** automatically when **an employee**:

1. Voluntarily quits.
2. Is discharged for just cause.

3. Fails **to notify** the **Company** of his/her intent **to return to** work upon recall from layoff within **forty-eight (48) hours, or failure to return to work** upon recall from layoff within two **(2)** days after being notified **to report to** work unless prior **arrangements** have been made with the Company. Such notification **to return to** work may be actual or given by **registered** mail (delivery or attempted delivery) or telegram addressed to such employee at **his/her** last address filed with the Company. It **shall be the** responsibility of each employee **to have his correct** address and telephone **number on file** with **the** Company.

4. Is absent for three (3) consecutive working days without properly notifying the Company within that time. Notice may be by telephone. This provision shall not be construed in any way to modify the Company's right to discipline employees for unexcused absence.

5. Fails to report to work as scheduled at the end of an authorized leave of absence.

6. Seeks or engages in gainful employment while on an approved leave of absence.

7. Is laid off or absent for any approved leave for a period of one (1) year or the amount of his/her seniority as of his last day of work, whichever period is shorter; provided, however, that an employee with five (5) years or more seniority shall maintain his/her seniority for a period of eighteen (18) months.

8. Retires.

D. The Company shall post on the bulletin board an up-to date seniority list within fifteen (15) days after the execution of this Agreement and thereaf-



ter shall compile and post an updated seniority list once each **six (6) months**. In addition, the **Company** shall furnish a copy of the same list to the Union upon reasonable **request**. Seniority dates of **employees shown on the posted lists shall** be considered permanently established seniority **dates**, except **as** may be corrected as the **result** of a **protest** filed within seven **(7)** calendar days after posting; such protests shall be confined to names added or deleted **since** the last posting and **errors** in the copying of **the** list. **Upon** timely presentation of proof of error, such error will be corrected. Any assignments made during the period of **protest** and correction **provided** herein **may** be made on **the** basis of **seniority status as reflected on the seniority list as** published, **without** giving rise to any monetary or reassignment obligations on the part of the **Company** and without **recourse** to the grievance procedure.

**E.** The parties have agreed to two **(2)** additional **seniority** lists which will cover part-time drivers. One for **"permanent"** part-time **drivers, and one for** "drivers-in-waiting", **to** which newly-hired **part-**

time drivers will be added.

When a full-time truck driving job is open, it will be offered first to those employees on the "drivers-in-waiting" list, in order of their seniority on that list. Any driver on that list who refuses will be terminated with the option of being re-hired with a new seniority date.

If the "drivers-in-waiting" list is exhausted for full-time positions, the same procedure will then be used with regard to the "permanent" part-time drivers' seniority list. If a "driver in waiting" refuses full-time employment, he/she will be assigned to the permanent part-time list.

**F.** The relative seniority of employees hired on the same day shall be determined by: (1) scheduled starting time or if that is identical for two (2) or more employees, by (2) alphabetical listing of last names.

**G.** An employee covered by this Agreement who transfers out of the bargaining unit shall lose his or her seniority status and the employee's name shall be removed from the seniority list.

**H.** It is recognized that the probationary period is a part of the Company's evaluation and selection process and that transfer, reassignment or retention of an employee during the probationary period shall be at the sole discretion of the Company. ~~There shall be no responsibility or obligation for reemployment of employees if they are laid off or discharged for any reason during their probationary periods. There shall be no seniority among probationary employees, and they may be laid off, discharged or otherwise terminated at the sole discretion of the Company. Such actions are subject to the grievance procedure, but not to binding arbitration.~~

Upon successfully completing the probationary period, the employee's seniority shall accrue and shall be considered as beginning with his most recent date of hire.

**An** employee promoted into management will retain his/her seniority for ninety (90) days.

**Job openings or runs will** be posted for at least five (5) days and be awarded on the basis of seniority

and ability to perform the job.

#### **ARTICLE 9—JOB BIDS**

A. All new routes will be posted, including any change in route amounts or changes in starting times by more than two (2) hours. They will be posted in order of seniority, within seven (7) calendar days of their occurrence, to be filled within fourteen (14) calendar days.

B. There will be no rebidding by successful drivers within ninety days, other than their annual bids.

C. For the 1998 year, there will be annual bids on both April 27<sup>th</sup> and September 7<sup>th</sup>. Every year thereafter, the annual bids will be effectuated on the 1<sup>st</sup> Monday of each September.

#### **ARTICLE 10—BULLETIN BOARDS**

A. The Company will provide space on the existing bulletin boards for the use by the Union for Union notices. All bulletins to be posted shall be submitted to a representative of the Company prior to posting. Union notices shall be restricted to the following:

1. Notices of Union recreational and social affairs.

2. Notices of Union elections, appointments and results of Union Elections.

3. Notices of Union meetings as well as communications from the Local and/or the International Union.

The Company reserves the right to prohibit posting of material that the Company, in its sole discretion, deems scandalous, obscene, or disparaging.

#### ARTICLE 11—LEAVES OF ABSENCE

A. **PERSONAL :** Upon written application, leaves of absence may be granted employees in the sole discretion of the Company. There shall be no loss of seniority as a result of an approved leave of absence. All leaves of absence must be approved in writing. All leaves of absence shall be without pay. The following will govern the granting of leaves of absence:

1. All leaves of absence will be granted with-

out pay or other benefits, but with all Life Insurance as provided in Article 19.

2. Maximum leave of absence will be thirty (30) days.

3. In order to qualify for a leave of absence, an employee must have one (1) year of seniority with the Company.

4. Any additional leave of absence that is requested within the twelve (12) month period, must be mutually agreed upon between both the Union and the Company.

5. Short-term leaves of absence, not to exceed two (2) weeks, shall be *granted* without pay to employees to act on Union business with a limit of two (2) employees at any one time. A request for such time must be made by the Union, ten (10) days in advance where possible.

An employee shall be subject to immediate dismissal for falsifying any reason given to the Company for leave of absence.

In the event of an employee's absence without pay

for any reason, the employer will continue **the** employee's benefit premiums for the balance of the month in which the absence begins.

**B.** The Company agrees that in the event **an em-**ployee is ~~is elected~~/appointed to full time **office** in **the Union** and requests **a leave** of absence, such employee shall **be granted a** leave of absence without pay. **He/she shall** be reinstated without loss of seniority upon expiration of his/her **term** of office; provided **he/she** returns **to work within two (2)** months after the expiration of his/her term.

**C. MEDICAL LEAVE OF ABSENCE:** The Company will comply with the rules **and** regulations **as** outlined in **the** "Canada **Labour Code**" **throughout the term** of this agreement.

#### **ARTICLE 12—NO STRIKE/NO LOCKOUT**

The **Union** agrees **that** there shall be **no** picketing, boycotts, sympathy **strikes**, sit-downs, walk-outs, slowdowns, or **strikes** of **any kind** or **degree** whatsoever, **or** any other interference with the **Compa-**ny's business of any nature **whatso-**ever.

If any employee, or group of employees, in the unit represented by the Union, shall violate this Article or the intent of this Article, the Union shall take immediate affirmative action to prevent such illegal acts and take all necessary steps to the end that work will be properly and orderly resumed as quickly as possible. The Union, in such case, will within 8 (eight) hours after it is made aware of such acts, notify the Company and such employee or employees in writing, of its disapproval of such violation. Violation of the provisions of this Article shall be grounds for disciplinary action or discharge, without recourse to the grievance procedure by either the Union or the employees.

In the event of any violation by the Union of any provision of this Article, the Company shall have such rights and recourse as the law may provide, and the Union shall be subject to such liability as the law may provide, including liability for any and all injury or damage which may result from such violations.

The Company agrees that it will not cause a voluntary cessation of operations of the Company to



support the ~~Company's bargaining~~ position, commonly called a "lock out," so as to prevent employees from working. Temporary or permanent shutdowns by ~~the Company~~ for economic or other reasons shall not be considered lockouts.

#### ARTICLE 13—PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Company's place of business.

#### ARTICLE 14 — HOWOF WORK-OVERTIME

A. The standard hours of work shall be 8 hours per day and 40 hours per week. which may be modified by the company to meet varying production demands. An employee will receive 1-1/2 times the regular hourly rate for every hour worked

in excess of 40 In one payroll week. Workers will receive a 30-minute unpaid lunch break. For hourly-paid truck drivers, lunch breaks will be built into their shuttle schedules. There shall be no pyramiding of overtime or premium pay.

The Company reserves the right to schedule the work and assign employees to perform such work as the Company in its sole discretion, deems necessary.

**B. All employees shall report to work at the beginning of their designated shift, to be determined by the Company. Any deviations from the regular schedule will be communicated to the employee as soon as possible. There will be no minimum or maximum guaranteed number of hours.**

**C. Pay Periods: Wages are paid weekly, with each pay period beginning at midnight on Sunday. Wages will be paid each Thursday, provided normal delivery by overnight courier for the workweek ending on the prior Sunday. Should a payday fall on a holiday, checks will be available on the first regular workday preceding the holiday. Employ-**

ees must provide written authorization if someone other than the employee is to pickup the paycheck.

**D. Daily Overtime:** If an employee makes himself available for work for a **minimum** of eight (8) hours a day every **day** of the **week** (except for a holiday covered by this agreement, or for vacation periods approved by the company) and is prevented by the **Company** from **working** on any of **those days** through no fault of his own, the Company will pay time and one-half for **time** in excess of eight (8) hours a day worked during that **workweek**.

**E. Mileage** truck drivers who otherwise comply with provisions of Article 14(D) will be paid one and one-half times the appropriate hourly rate for accepting "hourly-rated" runs in excess of their weekly bid.

**F. The Company** will post the overtime opportunity list and the sign-up sheet on a weekly basis. The list will be posted no later than **Thursday** noon, and will be removed no earlier than Monday noon. In addition, the Company will provide an acceptable **method** or **mechanism** for documenting that

driver's home telephone numbers or pagers were called in seniority order for the purpose of offering overtime. The Company will provide documented reports from said mechanism. The tracking device (Meridian/Norstar) prints out the number called at the exact time on the day in question. The system also calculates the duration of the call. The system is in place to track all overtime made available.

G. In assigning overtime the Company will offer overtime, by classification, going down the seniority list and, if there are not enough volunteers through the list, will assign overtime, by classification, on a mandatory basis from the bottom of the list.

H. Any employee who reports or is called in for work and is sent home because of lack of work shall receive a minimum of four (4) hours pay at his/her regular hourly rate unless he/she has been previously notified not to report to work.

I. Any mileage truck driver (2 scheduled stops or less per day in accordance with Article 21) who

otherwise complies with the ~~overtime~~ provisions of Article 14(D) and who is requested or required to make an additional run which is normally compensated at an hourly rate will be paid for that run at time and one-half the appropriate hourly rate.

**ARTICLE 15—PAID HOLIDAYS**

A. The Company agrees that, following their ninety (90) days probationary period, all employees shall receive the following holidays off with holiday pay either on the basis of eight (8) hours of pay at their respective regular straight time hourly rates, or on the basis of route pay where applicable.

NEW YEARS DAY	REMEMBRANCEDAY
GOOD FRIDAY	THANKSGIVINGDAY
VICTORIA DAY	BOXING DAY
CANADA DAY	CHRISTMAS DAY
LABOUR DAY	

B. If employees are asked to work on one of these holidays, they will be paid two times their regular

rate. Paid holidays will be used on computing an employee's eligibility for overtime.

C. To be eligible for holiday pay, the employee must work on the nearest scheduled workday, both preceding and following the holiday, unless the Company in its sole discretion, agrees otherwise. Probationary and part-time employees are not entitled to holiday pay.

#### **ARTICLE 16—SALE OF OPERATIONS (SUCCESSORSHIP)**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the Operation covered by this Agreement or any part thereof. Such notice shall be in writing

**with** a copy **to the** Union not later **than** the effective date of sale.

If the Chatham facility is **closed**, all employees will **have the right to transfer to jobs in other CTL (CTL)** facilities or **to any** new facility opened by the Company. **The** employee understands **that he/she will** come in **as a** probationary employee at the applicable rate of **pay as** outlined in **that** Labour Agreement.

#### **ARTICLE 17—AFTER-ACQUIRED UNITS**

The Company **agrees** to include all Chrysler driving or platform business **within** 100 miles of Chatham.

#### **ARTICLE 18—MISCELLANEOUS**

**A.** This Agreement shall constitute the entire agreement between **the** two parties, **and will create no** rights or obligations beyond those **specifically set** forth in this Agreement.

**B.** If **any** provision of **this** Agreement violates **any** federal or provincial or administrative regulation, the **remaining** provisions shall remain in full force and effect.

**C.** The Union recognizes that a productive and efficient workforce is essential to maintaining Company profitability and competitiveness, which in turn guarantees the employees continued job opportunities. All employees will product a full day's work for a full day's pay. The Company encourages all employees to suggest how to improve production efficiency, plant safety and working conditions.

**D.** Each new employee will be required to undergo a physical examination to determine if he/she is capable of meeting the physical requirements of the job. The Company and all truck drivers will comply with all laws, rules and regulations administered and/or enforced by the Ministry of Transportation. The Company agrees to pay for each driver's annual physicals and license renewal costs. The Company further agrees to provide the use of a tractor/trailer if required in the license renewal test. Each employee will be reimbursed upon the successful completion of his/her license renewals and the submission of the original receipts. Any physical examination which is periodically required



by the Company's rules and/or by governmental regulation or law, and which is not otherwise covered by insurance, will be paid for by the Company. The Company will provide employees with the names of three (3) physicians to whom they can go for the examination. Any truck driver who fails a physical examination, for reasons unrelated to drug usage, will be considered eligible for other positions in the Company. The collection and testing of samples will be conducted by qualified medical personnel, using procedures designed to guarantee the integrity of the results. A prospective employee who does not pass any such test will be denied employment for the reason that he/she does not meet the minimum qualifications for the position. An existing employee has the right to request a second test through the Company's procedures.

E. The Union recognizes that the use of alcohol, drugs, or other intoxicants prior to or during the work day poses a serious threat to the safety of other workers and the productivity of the Company. The Union further recognizes that the illegal use of and/or abuse of those substances (even off

premises and outside the work day) by employees diminishes the reputation and integrity of the Company and the safety of its products.

F. To reduce the effect of substance abuse upon the Company and its products, the Union agrees that all employees shall be subject to medically approved tests of breath, or urine, to detect the presence of alcohol, non-prescription drugs, or other substances that may impair the physical and mental well being of an employee. All employees will be required to undergo and pass any such tests as a condition of employment. Existing employees will be required to take such tests only upon reasonable suspicion. An employee failing a breath test has the right to submit to a blood test at his/her own expense. Should the blood test results turn out negative, the Company will reimburse the employee for such expense.

G. All tests results will be kept in confidence. An existing employee who fails any such test will be given an opportunity to explain possible reasons for the failure. However, failing a test, or refusal to submit to testing, may serve as grounds for dis-

cipline up to and including **discharge**.

**H.** Employees transferring from other CTI locations will be required to submit to **drug** testing.

**I.** Supervisory employees will not be **used** on work of **the same nature as that** performed by employees in **the bargaining** unit, except **as** follows:

1. Supervisory employees may fill in for **absent** employees: on those infrequent occasions until a **replacement** can be called without **undue** delay and obtained.

2. **Supervisory** employees may perform **bargaining unit** work in the course of **training** employees for **bargaining unit** positions or for **supervisory** positions.

3. Supervisory employees may perform **bargaining unit work** where the supervisor believes that it is necessary due to any emergency or **unexpected condition**.

4. Supervisory employees may perform **bargaining unit work** in connection with the **installation, tuning and/or testing** of equipment.

**ARTICLE 19—INSURANCE COVERAGE**

**(1) The Company will continue to use the existing Laurentian Imperial health plan, providing, among other things:**

**(a) To the extent that OHIP does not provide full and adequate insurance for Ontario-domiciled drives while in the Company's service in the United States, the Company will provide, at its expense, an insurance rider to make up any difference or shortfall in OHIP's coverage for claims incurred during business trips in the United States.**

**(2) The Company will provide 100% Company paid Long Term Disability with the following restrictions:**

**(a) Begins after a 120 day waiting/elimination period.**

**(b) Must be a full-time/non-probationary employee.**

**(c) Coverage will be at 60% of your last thirteen (13) weeks average payroll.**

(d) Coverage will last twenty-four (24) months after the one hundred twenty (120) day waiting period.

(e) The benefit is taxable.

(3) The Company agrees to two (2) months additional health care under the following:

(a) Medical Leave of Absence – 90 days by law, the Company will pay two (2) additional months.

(b) Layoff of less than fifty percent (50%) of total work force; the Company will pay two (2) additional months.

(4) The Company agrees to the Union's demand for the AD &

D along with the increase of Life Insurance to \$20,000.

**ARTICLE 20—WORKMENS' COMPENSATION**

**SECTION 1.** The Company will comply with all the rules and regulations of the "Workplace Safety and Insurance Board".

**SECTION 2.** An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.

**SECTION 3.** In the case of an employee being absent from duty due to illness or physical impairment, he/she shall be readmitted to work upon the presentation of satisfactory evidence of such illness. This ruling, however, shall not limit the right of the Company to require a physical examination by a physician selected by the Company in exceptional cases or in cases of constantly recurring absences of duty.

**SECTION 4.** If a dispute arises over physical fitness of an employee to return to work or continue to work, a third examination will be conducted at a hospital to be determined. If the results of the third examination sustains the Company's position, the employee pays the medical fees. If the results of the third examination sustains the employee's position, the Company pays the medical fees.

**SECTION 5.** The parties agree that on occasion, "light duty" work will serve both rehabilitation needs of the employee and the economic production needs of the Company. In such instances and within the medically-prescribed limitations of the employee, the Company shall have the right to schedule for light duty employees who would otherwise be on workers' compensation leave. Employees so scheduled shall be compensated, so as to ensure that their gross pay is not less than they would have earned while on workers' compensation leave.

**ARTICLE 21—WAGES**

A. The Company agrees to maintain its current incentive program throughout the life of this agreement.

**\$19.25/Week** (90 days to 1 year)

**\$25.00/Week** (1 –2 years)

**\$30.00/Week** (over 2 years)

B. All mileage truck drivers who fuel at the Chatham facility will be credited with 1/4 of an hour

of pay per day for fueling on each bid run.

C. All employees are required to wear Company issued uniforms (5 shirts - 2 replacements each year; 5 pants - 1 replacement each year) at all times while on duty. No exceptions will be made. Failure to do so will result in disciplinary action, up to and including discharge.

D. The Company agrees to pay up to \$12.00 per day as a meal allowance for overnight stays.

E. The Company agree to pay a one-time \$200 signing bonus upon ratification of this agreement.

#### ARTICLE 22—DEATH IN FAMILY

An employee will be eligible for paid funeral leave up to five (5) working days. This leave will be granted for an absence due to a death in an employee's immediate family. "Immediate family" shall be defined as including spouse, parent, stepparent, brother, sister, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. This leave may be extended to five (5) working days due to the death of



a spouse, parent or stepparent, brother, sister or child.

**ARTICLE 23—SAFETY MEETINGS**

**The Company will hold quarterly safety meetings. Employees will be compensated for four (4) hours at their regular hourly rate for each meeting.**

**ARTICLE 24—SAFETY COORDINATOR**

The Company and the Union agree to appoint a Safety Coordinator. Full time warehouse workers **must** wear protective eye wear, hat and shoes while in the workplace, The Company will provide hat and eye wear, and up to \$70 per year for safety shoes upon producing receipt.

**ARTICLE 25—MANAGEMENT RIGHTS**

A. *All* management rights, functions and prerogatives, whether previously exercised or not and regardless of the frequency or infrequency of their exercise, are and shall remain vested solely and exclusively in the management of the Company, except and only to the extent that they are expressly (not impliedly or through a past course of conduct)

limited by a specific provision of this Agreement. The ~~Company's~~ failure to exercise any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right or preclude the ~~Company from~~ exercising the same right in some other way.

Unless spelled out elsewhere in this Agreement, and without limiting the general effect of the foregoing paragraph, this Agreement shall not affect or impair the Company's right, in its sole discretion and judgment, to: exercise full and exclusive control and management of its business and its plant or plants and to direct the workforce; determine the size and composition of the workforce and the policies affecting the hiring, selection, retention, assignment, suspension, layoff, recall, training, promotion, demotion, and retirement of employees; discipline or discharge employees for cause and maintain the discipline, order and efficiency of employees; determine the scope of its activities, the products to be processed, acquired or manufactured, the services to be rendered and the methods, machinery, equipment, layout and loca-

tions pertaining thereto; determine and enforce standards for the quality and quantity of work performed; establish, change, combine, or eliminate **jobs**, positions, departments, job **classifications** or descriptions; introduce new or different **methods**, processes, procedures, technological changes, equipment or facilities; contract or subcontract **any** work; **determine** suppliers with whom it will deal and **the prices at** which and **the terms** upon which its **materials**, equipment and supplies **will be purchased**, leased, or otherwise acquired and its products and services will **be** sold; establish and **change** production shifts, standards **and** schedules and determine the assignment of work; determine the number, size and location of its facilities **and** the extent to which and **the** means and manner **by** which its facilities or business or any part thereof will be **operated**, relocated, shut **down**, **consolidated**, sold or otherwise transferred; determine whether and to what extent the **work** required in its business shall be performed **at the plant and by** the employees covered by **this** Agreement; determine when and if vacancies in the workforce exist and whether **they** should be filled **establish** wage

**rates for new or changed classifications or positions, following discussion of such rates and positions with the Union; and establish or change incentive or bonus compensation.**

**It is intended and agreed that any person or persons (in an arbitral, administrative or judicial proceeding or otherwise) interpreting this Agreement shall do so with particular regard to the intention of the parties to reserve in the sole discretion of management all rights except to the extent that they are specifically and explicitly limited by an express provision of this Agreement.**

**B. The Company shall have the right to formulate, amend, add, revoke, and enforce such work rules and regulations as in its opinion may be necessary or reasonable for the proper, safe and efficient conduct of the Company's business, provided such rules and regulations and their enforcement, shall not violate any express rights of this Agreement. Copies of all such rules and regulations, amendments, additions and revocations shall be given to the Union.**

C. The **Company** intends **that** its employees will continue **to perform all work** where it is feasible for **them to do so**.

The Company, **however, reserves the right to sub-contract work in** situations where (1) unit employees **are unable to perform the** necessary work in **the building, plant, and machine maintenance: (2) the volume of work precludes the possibility of** its completion within a time limit **required by the customer**.

This provision **does not preclude** the **right of management to** discontinue **any** or all of its operations **when, in its opinion, it is no longer economically** feasible to continue such operation or operations.

#### **ARTICLE 26—LAYOFFS/RECALL**

The decision **to** layoff **and/or** recall employees, including **the order of those affected, shall be made** entirely **within** the discretion of the Company **to** produce the **most effective workforce. Seniority will be the** deciding factor in making layoff and recall decisions when, in **the** opinion of management, the qualifications **and** abilities regarding a

particular job are equal.

If **any** employee is laid **off** from a classification under **this Article who has, in the sole and exclusive judgment of the Company,** the proven skill and ability to immediately **perform the work of the most junior employee in another classification who has less contract-wide seniority** than the laid-off employee, then **the** laid-off employee may bump the junior employee from his/her job. Similarly, an employee **bumped under this Article who has, in the sole and exclusive judgment of the Company, the proven skill and ability to immediately perform the work of the most junior employee in another classification who has less contract-wide seniority** than the **bumped** employee, may bump **that** junior employee **from** his/her job.

#### **ARTICLE 27—VACATIONS**

**A. A vacation year is the calendar year (i.e., January 1 through December 31). To receive vacation, in accordance with the schedule below, an employee must:**

- 1. Be on the active payroll as of the last day**

of the vacation year; and, as with all fringe benefits.

2. Be on full time employment status. On the last day of the vacation year. an employee will be credited with vacation days based upon prior continuous credited service as follows:

CREDITED SERVICE	NO. OF VACATION DAYS	PERCENT OF ANNUAL PAY
0 - 1 year	0 days	4.0%
1 - 5 years	10 days	4.0%
6 - 10 years	15 days	6.0%
11 - 15 years	15 days	7.0%

\*\*\* plus one day for each year of service up to a maximum of twenty (20) days.

B. Vacation pay shall be based on the employees regular hourly rate at the time of vacation, but will not be less than 4% of the total wages paid to the employee during the vacation year. For purposes of calculating vacation pay it is assumed that the employee would have worked eight (8) regular hours during each day of vacation.

**C. To take** earned vacation, an employee must have completed **six (6)** months active credited service, **notified his or her supervisor as soon as possible after January 1** of the preferred vacation time in the **coming year, and take the** vacation prior to the end of the calendar year following the vacation year (i.e., **the** year following the **vacation** year in **which the** credited service year following the vacation year in **which** the credited service **occurred**). **Except** in unusual circumstances, to be determined in the sole and complete discretion of the **Company**, vacation days which are not taken are forfeited; they may not be **carried over** to the following year and (except as in D below) they will not be paid in lieu of **time off**.

#### **ARTICLE 28—PENSION OR RETIREMENT REOPENING**

In the event **CSX** Corp., during the life of this **Agreement, provides a pension or retirement** plan (such as a 401K arrangement) and contributions for **CTI's/CTL's** hourly (non-administrative, non-contractual) employees, either party may **reopen this Agreement for the limited** purpose of negoti-





ating such a plan. The **Company** agrees to continue its current qualified Retirement **Savings** Plan for all employees covered by the current collective agreement.

**ARTICLE 29—DURATION**

This Agreement shall become effective on ~~February 27<sup>28</sup>, 1995~~ **1998**. It shall ~~remain~~ in full force and effect until ~~midnight on February 26<sup>28</sup>, 1998~~ **2001** and shall continue in **full force and effect** for further **periods** of one year each unless written notice to **terminate** or modify the Agreement is served by either party on the other and received at least **sixty (60) days** prior to the expiration **date** of this contract or any renewal thereof.

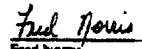
It is expressly understood that except for Article 11 (No **Strike/No** Lockout) none of the terms of this agreement shall survive expiration of **this** Agreement.


**FOR THE COMPANY:**

  
Fred L. Griffith  
Vice President/Administration

  
Terry B. Sawyer  
Contract Manager

**FOR THE UNION:**

  
Fred Norris  
International Representative  
United Paperworkers International Union

  
Amos G. Summerfield  
Local 7832 President (UP IU)

  
Richard J. Dunbar

  
Bryan Mead

## **SIDE LETTER OF AGREEMENT NO. 1**

If the Company should go to an additional week hold back wages, **the** Company and the Bargaining Committee **will** agree to negotiate on how to **transition** this change. Both parties must agree before any change can be made.

Pursuant to Article 28 of the Collective Agreement between Customized Transportation, Ltd. (the "Company") and United Paperworkers International Union, AFL-CIO, Local 7832 (the "Union"), the parties have reopened the Collective Agreement, **effective** February 27, 1995, through **February 26, 1998**, for the purpose of negotiating a Retirement Savings Plan for the employees covered by the Collective Agreement. as follows:

The Company agrees to establish and maintain, **as** quickly as possible, but in no event later January 15, 1997.

## **SIDE LETTER OF AGREEMENT NO. 2**

If mutually agreed upon by both the Company and Union, the drivers and warehouse employees **may** be on separate contracts after this **contract has** expired. Warehouse people hired before **February 28, 2001** will fall under this master agreement.