

# COLLECTIVE AGREEMENT

between

**Oceanex (1997) Inc.**  
(Company Drivers)

and

**International Union of Operating Engineers  
Local 904**



Oceanex (1997) Inc.  
P.O. Box 5097  
St. John's, NL  
A1C 5V3

Telephone: (709) 722-6280  
Facsimile: (709) 726-2507  
Web Site: [www.oceanex.com](http://www.oceanex.com)



International Union of Operating Engineers,  
Local 904  
62 Commonwealth Avenue  
Mount Pearl, NL  
A1N 1W8

Telephone: (709) 747-9040  
Facsimile: (709) 747-6760  
Web Site: [www.iuoe904.com](http://www.iuoe904.com)

Effective:

**January 1, 2013 - December 31, 2017**

14360 (02)

Table of Contents

ARTICLE 1.00 - PURPOSE.....	1
1.01 <b>PURPOSE</b> .....	1
ARTICLE 2.00 - RECOGNITION.....	1
2.01 <b>BARGAINING AGENT</b> .....	1
2.02 <b>SUPERVISORS DO NOT WORK</b> .....	1
2.03 <b>NEW POSITIONS</b> .....	1
2.04 <b>SCOPE OF AGREEMENT</b> .....	1
ARTICLE 3.00 - UNION SECURITY.....	1
3.01 <b>UNION SECURITY</b> .....	1
3.02 <b>MAINTAIN MEMBERSHIP</b> .....	1
3.03 <b>CHECK-OFF</b> .....	1
3.04 <b>CHECK-OFF REMITTANCE</b> .....	1
3.05 <b>ACQUAINT EMPLOYEES</b> .....	2
3.06 <b>EMPLOYEE RECOURSE</b> .....	2
3.07 <b>DISCIPLINARY ACTION</b> .....	2
ARTICLE 4.00 - MANAGEMENT RIGHTS.....	2
4.01 <b>MANAGEMENT RIGHTS</b> .....	2
ARTICLE 5.00 - DEFINITION OF EMPLOYEES.....	2
5.01 <b>PROBATIONARY PERIOD</b> .....	2
5.02 <b>REGULAR FULL-TIME EMPLOYEE</b> .....	2
5.03 <b>REGULAR PART-TIME EMPLOYEE</b> .....	2
5.04 <b>CASUAL EMPLOYEES</b> .....	2
5.05 <b>DUTIES</b> .....	2
5.06 <b>DUTIES, NEW EMPLOYEES</b> .....	2
ARTICLE 6.00 - HEALTH AND SAFETY.....	2
6.01 <b>WORKING ENVIRONMENT</b> .....	2
6.02 <b>REFUSAL TO WORK - UNSAFE CONDITIONS</b> .....	2
6.03 <b>SAFETY EQUIPMENT</b> .....	3
6.04 <b>HEALTH AND SAFETY COMMITTEE</b> .....	3
6.05 <b>ACCIDENT INVESTIGATION</b> .....	3
6.06 <b>FIRST AID</b> .....	3
6.07 <b>MEDICAL EXAMINATION</b> .....	3
6.08 <b>EYE EXAMINATIONS</b> .....	3
ARTICLE 7.00 - HOURS OF WORK AND OVERTIME.....	3
7.01 <b>REGULAR WORK WEEK</b> .....	3
7.02 <b>REQUEST TO WORK DIFFERENT HOURS</b> .....	3
7.03 <b>LUNCH PERIOD</b> .....	3
7.04 <b>STAND BY TIME (SCHEDULING)</b> .....	3
7.05 <b>OVERTIME</b> .....	3
7.06 <b>REPORTING TIME</b> .....	4
7.07 <b>CALL BACK</b> .....	4
7.08 <b>OVERTIME VOLUNTARY</b> .....	4
7.09 <b>OVERTIME CONTINUES</b> .....	4
7.10 <b>SHIFT AFTER OVERTIME</b> .....	4
7.11 <b>SHIFT CANCELLATION</b> .....	4
7.12 <b>OVERTIME - TIME OFF</b> .....	4
7.13 <b>OVERTIME EXTENDED</b> .....	4
7.14 <b>WORK ON SATURDAY AND GENERAL HOLIDAYS</b> .....	4
7.15 <b>COFFEE BREAKS</b> .....	4

7.16	<b>LAY-OFF NOTICE</b> .....	4
ARTICLE 8.00	- SENIORITY .....	4
8.01	<b>SENIORITY DEFINED</b> .....	4
8.02	<b>SENIORITY LIST</b> .....	5
8.03	<b>EMPLOYEE - RE-EMPLOYMENT</b> .....	5
8.04	<b>LAY-OFFS / REHIRE</b> .....	5
8.05	<b>RECALL</b> .....	5
8.06	<b>RECALL - LESS THAN TWELVE (12) WEEKS</b> .....	5
8.07	<b>EMPLOYEES REQUIRED</b> .....	5
8.08	<b>SENIORITY RETENTION</b> .....	5
8.09	<b>SENIORITY FORFEITED</b> .....	5
8.10	<b>MAINTAIN SENIORITY OUTSIDE BARGAINING UNIT</b> .....	6
ARTICLE 9.00	- VACATIONS .....	6
9.01	<b>VACATION YEAR</b> .....	6
9.02	<b>VACATION PAY STATEMENT</b> .....	6
9.03	<b>VACATION ENTITLEMENT</b> .....	6
9.04	<b>ADDITIONAL VACATION</b> .....	7
9.05	<b>VACATION LIST</b> .....	7
9.06	<b>ELIGIBILITY FOR VACATIONS</b> .....	7
9.07	<b>HOLIDAY DURING VACATION</b> .....	7
9.08	<b>VACATION CARRY OVER</b> .....	7
ARTICLE 10.00	- HOLIDAY SCHEDULE .....	7
10.01	<b>HOLIDAYS RECOGNIZED</b> .....	7
10.02	<b>HOLIDAY PAY - NON WORKING</b> .....	7
10.03	<b>HOLIDAY PAY - WORKING</b> .....	7
10.04	<b>HOLIDAY PAY - PART TIME &amp; CASUAL EMPLOYEES</b> .....	7
ARTICLE 11.00	- SHOP STEWARD .....	8
11.01	<b>STEWARD APPOINTMENT</b> .....	8
11.02	<b>STEWARD LAYOFF/TERMINATE</b> .....	8
11.03	<b>UNION ACCESS</b> .....	8
11.04	<b>STEWARD-ALLOWED TIME</b> .....	8
ARTICLE 12.00	- WAGES .....	8
12.01	<b>REMUNERATION</b> .....	8
12.02	<b>PAY STATEMENT</b> .....	8
12.03	<b>INJURY ON THE JOB</b> .....	8
12.04	<b>INJURY ON THE JOB, CONSULT DOCTOR</b> .....	8
12.05	<b>PAYMENT OF WAGES</b> .....	8
12.06	<b>PAYMENT OF WAGES, LAY OFF</b> .....	9
ARTICLE 13.00	- GENERAL PROVISIONS .....	9
13.01	<b>CHANGE ROOM FACILITIES</b> .....	9
13.02	<b>SAFETY CLOTHING</b> .....	9
13.03	<b>HAND CLEANER</b> .....	9
13.04	<b>CLEAN-UP</b> .....	9
13.05	<b>PICKET LINE</b> .....	9
13.06	<b>BONDING</b> .....	9
13.07	<b>CLOTHING</b> .....	9
13.08	<b>TOOLS</b> .....	9
13.09	<b>TOOL REPLACEMENT</b> .....	9
13.10	<b>SUB CONTRACTING</b> .....	10
ARTICLE 14.00	- JOB POSTING .....	10
14.01	<b>NEW JOB</b> .....	10
14.02	<b>EMPLOYEES APPLYING</b> .....	10

14.03	<b>JOB POSTING - OUTSIDE UNIT</b>	10
14.04	<b>JOB POSTING - WITHIN UNIT</b>	10
14.05	<b>OUTSIDE ADVERTISING</b>	10
14.06	<b>UNSUCCESSFUL NOTIFICATION</b>	10
ARTICLE 15.00	<b>- SEVERANCE AND LAY-OFF PAY</b>	10
15.01	<b>SEVERANCE AND LAYOFF PAY</b>	10
ARTICLE 16.00	<b>- LEAVE OF ABSENCE</b>	11
16.01	<b>LEAVE OF ABSENCE DUE TO INJURY</b>	11
16.02	<b>INJURY REPORTING TIME</b>	11
16.03	<b>LEAVE OF ABSENCE, APPLICATION</b>	11
16.04	<b>UNION SERVICE</b>	11
16.05	<b>INJURY REPORT</b>	11
ARTICLE 17.00	<b>- SICK LEAVE</b>	11
17.01	<b>SICK LEAVE INCOME</b>	11
17.02	<b>SICK LEAVE ELIGIBILITY</b>	11
17.03	<b>SICK TIME GRANTED</b>	11
17.04	<b>SICK LEAVE GRANTED</b>	11
17.05	<b>SICK LEAVE ACCUMULATED</b>	11
17.06	<b>SICK LEAVE TERMINATION</b>	12
ARTICLE 18.00	<b>- BEREAVEMENT LEAVE</b>	12
18.01	<b>EMPLOYER SHALL PAY</b>	12
ARTICLE 19.00	<b>- MATERNITY / ADOPTION LEAVE</b>	12
19.01	<b>MATERNITY / ADOPTION LEAVE</b>	12
19.02	<b>LENGTH OF MATERNITY / ADOPTION LEAVE</b>	12
19.03	<b>SENIORITY STATUS DURING MATERNITY LEAVE</b>	12
19.04	<b>PREVENTATIVE MEDICAL LEAVE DURING MATERNITY LEAVE</b>	12
19.05	<b>PAYMENT OF EMPLOYEE BENEFITS DURING MATERNITY LEAVE</b>	12
19.06	<b>PROCEDURE UPON RETURN FROM MATERNITY / ADOPTION LEAVE</b>	13
19.07	<b>ADOPTION</b>	13
ARTICLE 20.00	<b>- JURY DUTY</b>	13
20.01	<b>JURY DUTY</b>	13
ARTICLE 21.00	<b>- BULLETIN BOARD</b>	13
21.01	<b>NOTICE BOARD</b>	13
21.02	<b>BOARD LOCATION</b>	13
ARTICLE 22.00	<b>- TRAVEL TIME AND TRANSPORTATION - EXPENSES</b>	13
22.01	<b>TRAVEL TIME</b>	13
22.02	<b>PERSONAL VEHICLE</b>	13
22.03	<b>EMPLOYEES OUT OF TOWN</b>	13
22.04	<b>EMPLOYEES OUTSIDE</b>	13
ARTICLE 23.00	<b>- EDUCATION AND UPGRADING</b>	14
23.01	<b>EDUCATION AND UPGRADING - REIMBURSEMENT</b>	14
23.02	<b>TRAINING AND UPGRADING - SELECTION</b>	14
23.03	<b>TRAVEL TIME - TRAINING</b>	14
ARTICLE 24.00	<b>- MEDICAL/PENSION PLAN</b>	14
24.01	<b>INSURANCE AND PENSION</b>	14
24.02	<b>NEW EMPLOYEES</b>	14
24.03	<b>REHIRED EMPLOYEES</b>	14
24.04	<b>NEGOTIATE CHANGES</b>	14
24.05	<b>ADVANCE PAY</b>	14

ARTICLE 25.00 - TECHNOLOGICAL CHANGES.....	14
25.01 <b>DEFINITION</b> .....	14
25.02 <b>NOTICE, DISCLOSURE AND CONSULTATION</b> .....	14
25.03 <b>NEW SKILLS</b> .....	15
25.04 <b>ADDITIONAL EMPLOYEES</b> .....	15
ARTICLE 26.00 - HARASSMENT IN THE WORKPLACE.....	15
26.01 <b>HARASSMENT</b> .....	15
ARTICLE 27.00 - DISMISSED OR IMPROPER CHARGES.....	15
27.01 <b>DISMISSED OR IMPROPER CHARGES</b> .....	15
ARTICLE 28.00 - DISMISSAL.....	16
28.01 <b>DISCHARGE</b> .....	16
28.02 <b>WARNING</b> .....	16
28.03 <b>WARNING NOTICE</b> .....	16
28.04 <b>DISCHARGE NOTICE</b> .....	16
28.05 <b>INVESTIGATION</b> .....	16
28.06 <b>INVESTIGATION COMMITTEE</b> .....	16
28.07 <b>INVESTIGATION COMMITTEE REPORT</b> .....	16
28.08 <b>INVESTIGATION TIME LIMIT</b> .....	16
28.09 <b>INVESTIGATION COMMITTEE - NO DECISION</b> .....	16
28.10 <b>DISCIPLINARY ITEM REMOVED</b> .....	16
ARTICLE 29.00 - GRIEVANCE & ARBITRATION PROCEDURE.....	16
29.01 <b>ANY MATTER RELATING TO OR INVOLVING</b> .....	16
29.02 <b>ARBITRATOR</b> .....	17
ARTICLE 30.00 - MUTUAL ARBITRATION PROCEDURE.....	17
30.01 <b>MUTUAL ARBITRATION PROCEDURE</b> .....	17
30.02 <b>GENERAL PRINCIPLES</b> .....	17
30.03 <b>ARBITRATORS</b> .....	17
30.04 <b>HEARING</b> .....	17
30.05 <b>AWARD</b> .....	18
ARTICLE 31.00 - STRIKES AND LOCKOUTS.....	18
31.01 <b>STRIKES AND LOCKOUTS</b> .....	18
ARTICLE 32.00 - SAVINGS CLAUSE.....	18
32.01 <b>EMPLOYED</b> .....	18
32.02 <b>HIGHER WAGES</b> .....	18
32.03 <b>INVALID ARTICLE</b> .....	18
32.04 <b>INVALID ARTICLE REMEDY</b> .....	18
ARTICLE 33.00 – OCEANEX DRUG AND ALCOHOL POLICY.....	18
33.01 <b>OCEANEX DRUG AND ALCOHOL POLICY</b> .....	18
ARTICLE 35.00 - DURATION AND AMENDMENT OF AGREEMENT.....	18
35.01 <b>EFFECTIVE</b> .....	18
SIGNATURE PAGE.....	19
APPENDIX A.....	20
APPENDIX B.....	21

Index

ACCIDENT INVESTIGATION. ....	3
ACQUAINT EMPLOYEES. ....	2
ADDITIONAL EMPLOYEES. ....	15
ADDITIONAL VACATION. ....	7
ADOPTION. ....	13
ADVANCE PAY. ....	14
ANY MATTER RELATING TO OR INVOLVING TION PROCEDURE . ....	16
ARBITRATOR. ....	17
ARBITRATORS. ....	17
AWARD. ....	18
BARGAINING AGENT. ....	1
BOARD LOCATION. ....	13
BONDING. ....	9
CALL BACK. ....	4
CHANGE ROOM FACILITIES. ....	9
CHECK-OFF. ....	1
CHECK-OFF REMITTANCE. ....	1
CLEAN-UP. ....	9
CLOTHING. ....	9
COFFEE BREAKS. ....	4
DEFINITION. ....	14
DISCHARGE. ....	16
DISCHARGE NOTICE. ....	16
DISCIPLINARY ACTION. ....	2
DISCIPLINARY ITEM REMOVED. ....	16
DISMISSED OR IMPROPER CHARGES. ....	15
DUTIES. ....	2
DUTIES, NEW EMPLOYEES. ....	2
EDUCATION AND UPGRADING - REIMBURSEMENT. ....	14
EFFECTIVE. ....	18
ELIGIBILITY FOR VACATIONS. ....	7
EMPLOYED. ....	18
EMPLOYEE - RE-EMPLOYMENT. ....	5
EMPLOYEE RECOURSE. ....	2
EMPLOYEES APPLYING. ....	10
EMPLOYEES OUT OF TOWN. ....	13
EMPLOYEES OUTSIDE. ....	13
EMPLOYEES REQUIRED. ....	5
EMPLOYER SHALL PAY. ....	12
EYE EXAMINATIONS. ....	3
FIRST AID . ....	3
GENERAL PRINCIPLES. ....	17
HAND CLEANER. ....	9
HARASSMENT. ....	15
HEALTH AND SAFETY COMMITTEE. ....	3
HEARING. ....	17
HIGHER WAGES. ....	18
HOLIDAY DURING VACATION. ....	7
HOLIDAY PAY - NON WORKING. ....	7
HOLIDAY PAY - WORKING. ....	7
HOLIDAYS RECOGNIZED. ....	7
INJURY ON THE JOB. ....	8
INJURY ON THE JOB, CONSULT DOCTOR. ....	8
INJURY REPORT. ....	11
INJURY REPORTING TIME. ....	11
INSURANCE PREMIUMS. ....	14

INVALID ARTICLE.....	18
INVALID ARTICLE REMEDY.....	18
INVESTIGATION.....	16
INVESTIGATION COMMITTEE.....	16
INVESTIGATION COMMITTEE - NO DECISION.....	16
INVESTIGATION COMMITTEE REPORT.....	16
INVESTIGATION TIME LIMIT.....	16
JOB POSTING - OUTSIDE UNIT.....	10
JOB POSTING - WITHIN UNIT.....	10
JURY DUTY.....	13
LAY-OFF NOTICE.....	4
LAY-OFFS / REHIRE.....	5
LEAVE OF ABSENCE DUE TO INJURY.....	11
LEAVE OF ABSENCE, APPLICATION.....	11
LENGTH OF MATERNITY / ADOPTION LEAVE.....	12
LUNCH PERIOD.....	3
MAINTAIN MEMBERSHIP.....	1
MAINTAIN SENIORITY OUTSIDE BARGAINING UNIT.....	6
MANAGEMENT RIGHTS.....	2
MATERNITY / ADOPTION LEAVE.....	12
MEDICAL EXAMINATION.....	3
MUTUAL ARBITRATION PROCEDURE.....	17
NEGOTIATE CHANGES.....	14
NEW EMPLOYEES.....	14
NEW JOB.....	10
NEW POSITIONS.....	1
NEW SKILLS.....	15
NOTICE BOARD.....	13
NOTICE, DISCLOSURE AND CONSULTATION.....	14
OUTSIDE ADVERTISING.....	10
OVERTIME.....	3
OVERTIME - TIME OFF.....	4
OVERTIME CONTINUES.....	4
OVERTIME EXTENDED.....	4
OVERTIME VOLUNTARY.....	4
PAY STATEMENT.....	8
PAYMENT OF EMPLOYEE BENEFITS DURING MATERNITY LEAVE.....	12
PAYMENT OF WAGES.....	8
PAYMENT OF WAGES, LAY OFF.....	9
PERSONAL VEHICLE.....	13
PICKET LINE.....	9
PREVENTATIVE MEDICAL LEAVE DURING MATERNITY LEAVE.....	12
PROBATIONARY PERIOD.....	2
PROCEDURE UPON RETURN FROM MATERNITY / ADOPTION LEAVE.....	13
PURPOSE.....	1
RECALL.....	5
RECALL - LESS THAN TWELVE (12) WEEKS.....	5
REFUSAL TO WORK - UNSAFE CONDITIONS.....	2
REGULAR FULL-TIME EMPLOYEE.....	2
REGULAR PART-TIME EMPLOYEE.....	2
REGULAR WORK WEEK.....	3
REHIRED EMPLOYEES.....	14
REMUNERATION.....	8
REPORTING TIME.....	4
REQUEST TO WORK DIFFERENT HOURS.....	3
SAFETY CLOTHING.....	9
SAFETY EQUIPMENT.....	3
SCOPE OF AGREEMENT.....	1
SENIORITY DEFINED.....	4

SENIORITY FORFEITED.....	5
SENIORITY LIST.....	5
SENIORITY RETENTION.....	5
SENIORITY STATUS DURING MATERNITY LEAVE.....	12
SEVERANCE AND LAYOFF PAY.....	10
SHIFT AFTER OVERTIME.....	4
SHIFT CANCELLATION.....	4
SICK DAYS GRANTED.....	11
SICK LEAVE ACCUMULATED.....	11
SICK LEAVE ELIGIBILITY.....	11
SICK LEAVE GRANTED.....	11
SICK LEAVE INCOME.....	11
SICK LEAVE TERMINATION.....	12
STAND BY TIME (SCHEDULING).....	3
STEWARD APPOINTMENT.....	8
STEWARD-ALLOWED TIME.....	8
STRIKES AND LOCKOUTS.....	18
SUB CONTRACTING.....	10
SUPERVISORS DO NOT WORK.....	1
TOOL REPLACEMENT.....	9
TOOLS.....	9
TRAINING AND UPGRADING - SELECTION.....	14
TRAVEL TIME.....	13
TRAVEL TIME - TRAINING.....	14
UNION ACCESS.....	8
UNION SECURITY.....	1
UNION SERVICE.....	11
UNSUCCESSFUL NOTIFICATION.....	10
VACATION CARRY OVER.....	7
VACATION ENTITLEMENT.....	6
VACATION LIST.....	7
VACATION PAY STATEMENT.....	6
VACATION YEAR.....	6
WARNING.....	16
WARNING NOTICE.....	16
WORK ON SATURDAY AND GENERAL HOLIDAYS.....	4
WORKING ENVIRONMENT.....	2



## ARTICLE 1.00 - PURPOSE

- 1.01 **PURPOSE** - The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## ARTICLE 2.00 - RECOGNITION

- 2.01 **BARGAINING AGENT** - The Company recognizes the Union as the sole collective bargaining agent for certain employees as outlined by Canada Labour Relations Board in its May 2, 2000 certification order and as outlined in Appendix A of this agreement.
- 2.02 **SUPERVISORS DO NOT WORK** - No managers/supervisors or others who are not members of the bargaining unit, will be allowed to do the work which would be normally done by employees in the bargaining unit, except in case of an emergency or in the instruction and training of employees. Employees who are not members of the bargaining unit shall not perform work that will cause bargaining unit employees to work fewer than their normal hours, loss of overtime, lay off or recall of bargaining unit employees.
- 2.03 **NEW POSITIONS** - Any other new Full Time positions will only be created if the Company acquires additional power units after the certification of the Union. They shall automatically be included in this bargaining unit unless specifically excluded by mutual agreement between the Union and the Company. If agreement cannot be reached between the Company and the Union to establish the initial conditions of employment including wages and benefits, the items in contention will be submitted to arbitration for final and binding settlement.
- 2.04 **SCOPE OF AGREEMENT** - Local, shall be work performed in the St. John's and surrounding areas. Any additional work performed as far east as Clarenville shall be paid on an hourly basis and any work required west of Clarenville shall be paid on a mileage basis. All such work shall be at the discretion of the employer (to maximize use of Company vehicles).  
NOTE: Work performed to the Marystown area will be paid on a mileage basis.

## ARTICLE 3.00 - UNION SECURITY

- 3.01 **UNION SECURITY** - Each employee covered by this Agreement who is not a member of the Union shall become, and remain a Union member in good standing for the duration of his employment with the Company. Counting from the date he commences employment with the Company, each new employee who is not a member of the Union will be allowed Ninety (90) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing.
- 3.02 **MAINTAIN MEMBERSHIP** - Upon written notice from the Union that an employee has failed to maintain membership in the Union by refusing to pay dues and assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.
- 3.03 **CHECK-OFF** - The Company agrees to deduct monthly union dues, initiation fees or assessments from the wages owed to the employees.
- 3.04 **CHECK-OFF REMITTANCE** - The Union agrees to notify the Company in writing of the amount of the dues or any initiation fees or assessments to be deducted from employees. This amount may only be changed through written notification. Such notices must bear the seal of the Union and the signature of its proper official. Dues and other monies collected shall be remitted to the Financial Secretary for the Company accompanied by a list for said deductions by the 15<sup>th</sup> day of the following month.

- 3.05 **ACQUAINT EMPLOYEES** - The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union Security. The Company will supply a copy of the Collective Agreement to each employee.
- 3.06 **EMPLOYEE RECOURSE** - All employees working under the terms and conditions of the Collective Agreement shall have recourse through the grievance procedure.
- 3.07 **DISCIPLINARY ACTION** - Any disciplinary action taken by the employer with respect to an employee shall be subject to the grievance procedure set out in this agreement.

#### ARTICLE 4.00 - MANAGEMENT RIGHTS

- 4.01 **MANAGEMENT RIGHTS** - The Company possesses the unique and exclusive right to manage its operations and its employees in all aspects, except those specifically limited by this Agreement.

#### ARTICLE 5.00 - DEFINITION OF EMPLOYEES

- 5.01 **PROBATIONARY PERIOD** - All new employees will be considered probationary for the first ninety (90) days worked. After ninety (90) days worked, an employee will become a regular employee. ALL employees shall be covered by all conditions of this Agreement. Employees laid off while on probation will be credited days worked when rehired.
- 5.02 **REGULAR FULL-TIME EMPLOYEE** - A regular full time employee is any person employed on a full time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement, and as per seniority list governed by the regular employees as posted on the seniority list (See Annex 'A').
- 5.03 **REGULAR PART-TIME EMPLOYEE** - A regular part-time employee is any person periodically employed on a daily basis, whose duties fall within the bargaining unit as defined in Article 2.
- 5.04 **CASUAL EMPLOYEES** - A casual employee is any person employed on a call in basis, whose duties fall within the bargaining unit as defined in Article 2. Casual employees shall not be utilized to alter regular shifts, or take overtime from permanent and part time employees. No casual employee shall qualify for any benefits or pensions as outlined within this agreement
- 5.05 **DUTIES** - The Employer shall make known to the employees in writing their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.
- 5.06 **DUTIES, NEW EMPLOYEES** - The Employer shall make known to all new employees their duties and they shall receive a full orientation and instruction into the policies, procedures and work schedule of the Company.

#### ARTICLE 6.00 - HEALTH AND SAFETY

- 6.01 **WORKING ENVIRONMENT** - The employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place. The employer shall comply with applicable federal, provincial and municipal health and safety legislation and regulations. It shall be the responsibility of the employee to notify the company of the condition of his/her equipment by the completion of a company-supplied form.
- 6.02 **REFUSAL TO WORK - UNSAFE CONDITIONS** - No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where the employee has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be

contrary to applicable federal, provincial and municipal legislation or regulations. Where, in such circumstances, the employee does not work, he shall not suffer a loss of pay.

- 6.03 **SAFETY EQUIPMENT** - Where the nature of the work or working conditions so require, employees shall be supplied, at the employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the employer's expense. The employee shall be responsible to ensure that prior to the tour of duty that he/she have in their possession all safety devices provided by the company. In the event that they do not have all of the prescribed devices, they will immediately report it to the company.
- 6.04 **HEALTH AND SAFETY COMMITTEE** - The Union and the Company will establish a Health and Safety Committee in accordance with the Occupational Health and Safety Act for the Province. Time spent in meetings is to be considered time worked. Minutes of the meetings shall be sent to the Company and the union.
- 6.05 **ACCIDENT INVESTIGATION** - The Union will have the right to be involved in any accident investigation up to and including a fatality. The union representative to be involved in the accident investigation shall be the member of the OH&S Committee or his/her substitute. The union Shop Steward's involvement shall be limited to representing the union member involved in the accident.
- 6.06 **FIRST AID** - The Company will ensure that the premises are equipped with a proper First Aid Facility. They will also ensure that a First Aid Attendant will be available at the workplace.
- 6.07 **MEDICAL EXAMINATION** - Employees may be required to undergo a medical examination only where such a requirement is justified. The Employee must notify the company at least one day in advance of the appointment so that the operations schedule is not impacted. When such examination is required by the employer, it shall be made by a physician chosen by the employer during working hours, at the expense of the Company, without loss of pay for the time of the examination if during working hours.
- 6.08 **EYE EXAMINATIONS** - Employees who work on a regular basis as outlined under articles 5.02 and 5.03 shall be granted leave of absence with pay not to exceed two (2) hours for employees to have eye examinations. The Employer shall assume the costs of such tests where such costs are not covered by insurance. The employee must notify the Employer at least one day in advance of the appointment so that the delivery schedule is not impacted.

#### ARTICLE 7.00 - HOURS OF WORK AND OVERTIME

- 7.01 **REGULAR WORK WEEK** - A regular workweek shall consist of forty five (45) hours and is that period from Sunday to Saturday. The regular workday and shift schedule for day shift shall be nine (9) hours per day, between the hours of 6 a.m. to 6 p.m.. The regular work day for night shift shall be between the hours of 6 p.m. to 6 a.m., Monday to Friday and from 6 a.m. to 6 p.m. Saturday and Sunday.
- 7.02 **REQUEST TO WORK DIFFERENT HOURS** - Without changing the general schedule referred to in 7.01, an employee may be requested to work different hours than posted provided he is given twenty-four (24) hours notice of such change.
- 7.03 **LUNCH PERIOD** - There shall be a half-hour paid lunch break, which will start within one hour of the midpoint of the regular shift.
- 7.04 **STAND BY TIME (SCHEDULING)** - Should any unexpected or non-scheduled events occur that impact the commencement of work, company personnel will notify drivers of the change in work hours as soon as possible.
- 7.05 **OVERTIME** - Overtime rates shall apply as follows:  
A. All hours worked before 06.00 hours shall be paid at the rate of time and one-half (1½).

- B. All hours worked after nine (9) hours per day shall be paid at the rate of time and one-half (1½), except as outlined 7.05 C and 7.14.
  - C. All hours worked after fourteen (14) hours per day shall be paid at the rate of double (2x) time.
  - D. Time accumulated on the basis of regular hours worked, shall be used for the purposes of establishing overtime, time and one-half (1½), after forty five (45) hours per week. Driving Time is included in accumulating hours for overtime.
- 7.06 **REPORTING TIME** - An employee reporting for work shall receive a minimum of six (6) hours' pay at the applicable rate of pay.
- 7.07 **CALL BACK** - An employee who has completed their regular shift and who is called back to work shall be paid a minimum of four (4) hours pay, and paid in accordance with Article 7.05 and 7.14 for all hours associated with his call back.
- 7.08 **OVERTIME VOLUNTARY** - Overtime shall be on a voluntary basis. When overtime is necessary and there are no volunteers, the most junior qualified person will work. Overtime for Saturday shifts shall be offered to employees based on seniority and on a rotation basis.
- 7.09 **OVERTIME CONTINUES** - When an employee is required to work overtime beyond their regular shift they shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of their next regular shift. If eight (8) clear hours are not provided, overtime rates paid at the end of the overtime shift shall continue to apply to all hours worked on the regular shift.
- 7.10 **SHIFT AFTER OVERTIME** - When employees are required to work extended overtime beyond their regular shift, they will be guaranteed a minimum of nine (9) hours pay for the next scheduled shift.
- 7.11 **SHIFT CANCELLATION** - The Company shall not cancel a standard scheduled shift in order to comply with Article 7.09 and 7.10.
- 7.12 **OVERTIME - TIME OFF** - Employees who work overtime may elect to take time off, in lieu of overtime pay. The length of time off with pay shall be equal to the overtime earned up to a maximum of ninety (90) hours. Employees must have time-off prearranged with their Manager three (3) days in advance of their requested time-off
- 7.13 **OVERTIME EXTENDED** - When employees are required to work in excess of twelve days straight through they shall be paid at double time for all hours worked after their regular normal quitting time on their twelfth day. Employees will not be required to take time off in the middle of their workweek for the employer to avoid paying double time.
- 7.14 **WORK ON SATURDAY AND GENERAL HOLIDAYS** - If an employee is required to work on a Saturday, he shall be paid at a rate of double (2X) time for all hours worked. If an employee is required to work on a Holiday, he shall be paid at a rate of time and one-half (1½) for all hours worked.
- 7.15 **COFFEE BREAKS** - There shall be a fifteen (15) minute break in each half of the shift.
- 7.16 **LAY-OFF NOTICE** - In order to ensure that employees shall receive a full week's work in their final week prior to layoff, all layoffs will be effective on Fridays. All employees shall be given one (1) week notice prior to a layoff.

#### ARTICLE 8.00 - SENIORITY

- 8.01 **SENIORITY DEFINED** - Seniority shall mean length of service from the original date of hire with the Employer, and credit shall be given for all service prior to recognition of the bargaining unit.

- 8.02 **SENIORITY LIST** - Within three months of the signing of this Agreement and annually thereafter, the Company will post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting. (See attachment.)
- 8.03 **EMPLOYEE - RE-EMPLOYMENT** - An employee re-entering the employ of the Company after his right to recall has expired shall be subject to another probation period.
- 8.04 **LAY-OFFS / REHIRE** - In the event of a reduction in the work force, the employer will follow the principle of last on - first off and following a layoff, rehiring shall be executed on the principle of last off - first on.
- 8.05 **RECALL** - The Company may recall employees through notification of phone. Inability to make contact by phone requires the Company to providing notice by registered mail to their last known address. The employee must return to work within seven (7) days, or fourteen (14) days, if employed elsewhere, of delivery of the notice or of when the notice would have been delivered to the last known address. It is the responsibility of the employee to keep the Company informed of his current address. An employee may refuse a recall without prejudicing his recall rights if the work period for which he is being recalled is less than twelve (12) weeks.
- 8.06 **RECALL - LESS THAN TWELVE (12) WEEKS** - When an employee is called back to work for less than twelve (12) weeks and refuses, he/she will retain their seniority but will not receive a further call for twelve (12) weeks or less until all unemployed people on the seniority list have received a call.
- 8.07 **EMPLOYEES REQUIRED** - When employees are required, in excess of those on the seniority list;
- A. Current paid - up members of the union, who previously worked for the company, and laid off in the normal course due to a lack of work, shall be hired.
  - B. Current paid - up members of the union, who have the qualifications shall be hired. Such requests are to be directed through the union office. Should employees who are members of the union not be available, the employer may obtain employees elsewhere, it being understood that the employees will join the union in accordance with Article 3.0. The employer agrees to give the union office a minimum of twenty-four (24) Hours advance notice when requiring the union to supply competent workers.
- 8.08 **SENIORITY RETENTION** - A laid off employee shall retain his seniority and recall rights with the Company for a minimum period of thirty-six (36) months or if time on layoff exceeds the employees seniority, whichever is greater
- A. When a laid-off employee is called back to work with the Company, there shall be deemed to have been no break in such an employee's continuous service or seniority with the Company by reason of such layoff.
  - B. When an Employee suffers an injury or illness, whether on the job or not and is required to take time off work, there shall be deemed to have been no break in such an employee's continuous service or seniority with the Company.
  - C. When an employee is on approved leave of absence or sick leave, they will maintain and accumulate seniority.
  - D. When an employee is on leave for Union duties they shall maintain and accumulate seniority during such leave. Upon his return to work he shall resume employment within his classification in accordance with his accumulated seniority.
- 8.09 **SENIORITY FORFEITED** - An employee may forfeit his seniority and be removed from the seniority list for the following reasons.

- A. voluntarily terminates his employment
- B. is discharged
- C. laid off in excess of thirty-six (36) months or if time on layoff exceeds the employee's seniority, whichever is greater

8.10 **MAINTAIN SENIORITY OUTSIDE BARGAINING UNIT** - Any employee promoted to a job outside the bargaining unit shall maintain the seniority held at the time of his promotion for a maximum period of six months but will not accumulate seniority while outside the bargaining unit. If the employee returns to the bargaining unit within the aforesaid six-month period, he shall be reinstated with the seniority he held at the time he left the bargaining unit. After six months outside the bargaining unit, such promoted employee shall lose all bargaining unit seniority.

ARTICLE 9.00 - VACATIONS

9.01 **VACATION YEAR** - The vacation year shall be the calendar year.

9.02 **VACATION PAY STATEMENT** - Provided two (2) weeks' notice is given by the employee, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay and how the pay was calculated.

9.03 **VACATION ENTITLEMENT** - The duration of an employee's annual vacation is determined on the anniversary date of each employee, each year. It is based on the length of the employee's continuous service with the company, and calculated from his date of employment to April 30 of the current year.

The following schedule should be used to determine the duration of an employee's annual vacation.

1. Less than one (1) month of service.  
No vacation: Vacation pay equals 4% of gross earnings as of April 30<sup>th</sup> of the current year.
2. One (1) month but less than ten (10) months of service.  
For each month completed: One (1) day with pay at the current rate of pay at the time of taking vacation, or 4% of gross earnings as of April 30<sup>th</sup>, whichever amount is greater.
3. Ten (10) months but less than (3) years of service.  
Two (2) weeks with pay at the current rate of pay at the time of taking vacation; or 4% of gross earnings for the twelve-month (12) period ending April 30<sup>th</sup>, whichever is greater.
4. Three (3) years but less than ten (10) years of service.  
Three (3) weeks pay at the current rate of pay at the time of taking vacation or 6% of the gross earnings for the twelve month (12) period ending April 30; whichever amount is greater.
5. Ten (10) years but less than twenty (20) years of service.  
Four (4) weeks pay at the current rate of pay at the time of taking vacation or 8% of the gross earnings for the twelve-month (12) period ending April 30; whichever amount is greater.

6. Twenty (20) years or more of service.  
Five (5) weeks pay at the current rate of pay at the time of taking vacation or 10% of the gross earnings for the twelve-month (12) period ending April 30; whichever amount is greater.
- 9.04 **ADDITIONAL VACATION** - In addition, employees who complete the continuous service requirement for three (3), four (4), or five (5) weeks of annual vacation as of October 31 of the current year are entitled to the additional week as of November 1 of the current year. This provision benefits employees who complete the continuous service requirement for additional vacation between April 30 and October 31 by allowing them to take the additional week in the last six (6) months of the current year rather than in the subsequent year.
- 9.05 **VACATION LIST** - A vacation list will be posted by April 1<sup>st</sup> and vacations will be scheduled in order of first come first served with conflicts decided by seniority. The approved vacation list will be posted on May 1<sup>st</sup>. Any subsequent changes must be agreed by the parties and approved by the Company. Only two employees at a time may be off on vacation during the same time frame unless mutually agreed upon between the employer and the employee.
- 9.06 **ELIGIBILITY FOR VACATIONS** - Eligibility for vacations shall be maintained and accumulated during these absences:
- A. due to temporary illness, non-occupational or occupational accident;
  - B. with authorized leave of absence;
  - C. due to layoff without recall, for a period of thirty six (36) calendar months or if time on layoff exceeds employees seniority, whichever is greater.
- 9.07 **HOLIDAY DURING VACATION** - When a holiday is observed during an employee's vacation, an extra day may be granted or taken at a later date subject to the approval of the Company.
- 9.08 **VACATION CARRY OVER** - When employees have not used all their vacation credits in a year, the unused portion of their vacation may be carried over to the following year or years as requested by the employee.

ARTICLE 10.00 - HOLIDAY SCHEDULE

- 10.01 **HOLIDAYS RECOGNIZED** - There shall be fourteen (14) holidays in each calendar year of this Collective Agreement.
- |                   |                  |                   |
|-------------------|------------------|-------------------|
| New Year's Day    | Memorial Day     | Remembrance Day   |
| Good Friday       | Orangeman's Day  | Christmas Day     |
| Victoria Day      | Labour Day       | Boxing Day        |
| Discovery Day     | Thanksgiving Day | Municipal Holiday |
| St. Patrick's Day | St. George's Day |                   |
- 10.02 **HOLIDAY PAY - NON WORKING** - Employees will be paid nine (9) hours at straight time at their regular rate for each of these days without having to work their regular shift on that day.
- 10.03 **HOLIDAY PAY - WORKING** - If an employee is required to work on a holiday, he shall be paid at the rate of 1½ times the standard rate of pay for all hours worked.
- 10.04 **HOLIDAY PAY - PART TIME & CASUAL EMPLOYEES** - Statutory Holiday pay for Part Time and casual employees will be calculated based on the total number of hours worked in the preceding three (3) weeks of the holiday.

1. If they worked a minimum of 135 hours in the preceding three weeks, they will qualify for the 9 hours statutory holiday pay;
2. If a Part Time employee works less than the minimum of 135 hours the following will apply:
  - 2.1. If their hours are less as a result of refusing shifts then their Holiday pay will be calculated based on the formula in item "4.1"
  - 2.2. If their hours are less as a result of work slow downs then they will receive full credit of 135 hours for the preceding three weeks of the holiday.
3. If a casual employee works less than the minimum of 135 hours, their statutory holiday pay will be calculated based on the formula in item "4.1"
4. The formula to be used to calculate holiday pay is as follows:
  - 4.1. Number of hours worked (in the preceding three weeks of the holiday) divided by 135 hours multiplied by 9, equals the amount of statutory holiday hours earned and paid to a maximum of 9hrs ( $\# \text{of hours worked} / 135 \times 9 = \text{hrs earned and paid}$ ).

#### ARTICLE 11.00 - SHOP STEWARD

- 11.01 **STEWARD APPOINTMENT** - The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company in writing as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer discrimination by reason of holding such office.
- 11.02 **STEWARD LAYOFF/TERMINATE** - When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.
- 11.03 **UNION ACCESS** - Upon notice, the Union Representative shall be given access to the Company premises during work hours to conduct Union business. The Union Representatives visit will not disrupt normal Company operations.
- 11.04 **STEWARD-ALLOWED TIME** - The Shop Steward shall be allowed reasonable time during working hours, without loss of pay, to carry out his duties. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.

#### ARTICLE 12.00 - WAGES

- 12.01 **REMUNERATION** - The Company shall remunerate an employee at the applicable wage. Wages shall be those agreed upon and set out in Appendix A, attached hereto, and forming part of this Agreement.
- 12.02 **PAY STATEMENT** - The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereof. The statement shall also show the total wages for the pay period and the total deductions there from.
- 12.03 **INJURY ON THE JOB** - An employee who is injured on the job during his regular shift shall receive eight hours straight time pay for the day the injury occurred.
- 12.04 **INJURY ON THE JOB, CONSULT DOCTOR** - If any employee is required to take time off from work to consult a doctor with regard to any injury he has received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied, and he completes the remainder of his shift if practical.
- 12.05 **PAYMENT OF WAGES** - All wages shall be paid weekly on or before 11:00 a.m. every Thursday.



- 12.06 **PAYMENT OF WAGES, LAY OFF** - When an employee is laid off or terminated the Company shall pay the employee at the end of their last shift all wages, allowances, vacation and holiday pay earned by the employee, excluding authorized deductions. If an employee is being temporarily laid off, the employee may choose to leave any of the monies owed to him until he returns to work or until he notifies the employer of the portion of the money he would like paid. Employees will be required to return Company owned tools and property in their possession to be eligible for their final pay.

#### ARTICLE 13.00 - GENERAL PROVISIONS

- 13.01 **CHANGE ROOM FACILITIES** - The employer shall provide a proper and adequate place of shelter sufficiently heated, and securely locked after the shift, in which the employees may eat their lunch and store their clothing and personal belongings. An adequate supply of fresh drinking water shall be available at all times and the washrooms will be kept in a sanitary condition in accordance with the occupational Health and Safety Act. Employees will cooperate by observing the simple rules of cleanliness.
- 13.02 **SAFETY CLOTHING** - The Company will provide the following where required:
- Safety Glasses / Hearing Protection,
  - Rain Gear and gloves of a reasonable fit,
  - Hard hats and safety vests for job use where required,
  - The Company will provide each driver annually quality work boots that meet the company safety specifications,
  - Work gloves as required, and,
  - Replacement of damaged or burnt clothing.
- 13.03 **HAND CLEANER** - Hand cleaner shall be supplied in all work areas as required.
- 13.04 **CLEAN-UP** - All employees shall be allowed a maximum of ten (10) minutes at the end of the shift for personal clean up.
- 13.05 **PICKET LINE** - It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line, which has been legally established as a result of a bona fide labour dispute.
- 13.06 **BONDING** - If the Company requires that an employee be bonded by an individual bond, the cost of such a bond will be paid by the Company.
- 13.07 **CLOTHING** - Annually, the Company shall furnish each employee with new uniforms that will bear the company logo and first name of the employees. Summer clothing shall be supplied by June 1<sup>st</sup> of each year and winter clothing shall be supplied by December 1<sup>st</sup> of each year. Uniforms will consist of the following:
- One (1) Summer jacket
  - One (1) Winter jacket
  - Three (3) shirts (long sleeve and or short sleeve)
  - Three (3) pairs pants
  - One (1) pair regular coveralls
  - One (1) pair winter insulated coveralls
- NOTE: Casual employees will only issues required safety clothing to include, safety vest, hard hat and safety glasses.
- 13.08 **TOOLS** - The Company will provide to each employee all tools and equipment the employer deems necessary for the employees to carry out their normal duties.
- 13.09 **TOOL REPLACEMENT** - If an employee's tools or personal belongings are stolen or destroyed, the Company will replace the tools and personal belongings provided the employee exercised due diligence in the care and control of his tools and belongings.

- 13.10 **SUB CONTRACTING** - The Company shall not sub-contract or contract out any work that members of the bargaining unit have historically done or that the Union is certified and recognized for within the scope of this Collective Agreement. In the event that a Company owned or leased tractor (truck) is removed from service for repairs or maintenance the Company will use its best efforts to find a replacement vehicle, as soon as the Company vehicle is taken out of service. The Employee that was operating the Company tractor (Truck) at the time it was taken out of service will complete the remainder of that days shift and will not suffer any lost wages for the period the truck is out of service. They shall ride along with another driver while the truck is out of service and the ride along shall only apply to the driver whose truck is out of service. When possible, the availability of replacement vehicles will be considered for the purposes of scheduling regular maintenance.

#### ARTICLE 14.00 - JOB POSTING

- 14.01 **NEW JOB** - When a vacancy occurs or a new position is created in the Inland Trucking Department, such vacancies or new positions shall be posted within thirty (30) days for a period of five (5) working days.
- 14.02 **EMPLOYEES APPLYING** - Employees wishing to apply for this position shall apply in writing within five (5) working days of the posting. Employees on vacation or out of town on Company business shall apply within three (3) working days of their return to the branch.
- 14.03 **JOB POSTING - OUTSIDE UNIT** - The Company may fill any posted job from outside the bargaining unit. Subject to Article 14.04 and 14.05
- 14.04 **JOB POSTING - WITHIN UNIT** - The Company shall fill a posted position from applicants with sufficient qualifications for the position in the following manner; first, from applicants within the bargaining unit and classification that has the vacant position; second, from any other employee within the bargaining unit; and third, from applicants or any other employee within the Company. If there is more than one applicant with sufficient qualifications for the position, the applicant with the most seniority shall be given the position.
- 14.05 **OUTSIDE ADVERTISING** - No outside advertising for any vacancy shall be placed nor shall any outside applicant be considered for any vacancy until the applications of present employees have been fully considered and processed.
- 14.06 **UNSUCCESSFUL NOTIFICATION** - When an applicant does not receive the position applied for, he shall, upon request be notified in writing within one (1) week, and given reasons why his application was refused.

#### ARTICLE 15.00 - SEVERANCE AND LAY-OFF PAY

- 15.01 **SEVERANCE AND LAYOFF PAY** - If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement he shall be provided with the following:
- A. Employees with less than ten (10) years of service, shall be entitled to three (3) days pay for each year of service.
  - B. Employees with between ten (10) and twenty (20) years of service, shall be entitled to four (4) days pay for each year of service.
  - C. Employees with greater than twenty (20) years of service, shall be entitled to five (5) days pay for each year of service.

## ARTICLE 16.00 - LEAVE OF ABSENCE

- 16.01 **LEAVE OF ABSENCE DUE TO INJURY** - When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave, until such time as his doctor states he can return to work. Also, at the discretion of the employer, the employer reserves the right to request a second opinion from a doctor of their choosing.
- 16.02 **INJURY REPORTING TIME** - When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.
- 16.03 **LEAVE OF ABSENCE, APPLICATION** - Employees desiring a leave of absence for reasons other than those referred to in this Article must apply to the Company in writing for permission.
- 16.04 **UNION SERVICE** - Upon request, the Company shall allow an employee time off work without pay to attend union business with 1 week notice.
- 16.05 **INJURY REPORT** - An employee who suffers an injury while on the job shall report the injury to his Supervisor at the earliest available opportunity.

## ARTICLE 17.00 - SICK LEAVE

- 17.01 **SICK LEAVE INCOME** - Sick leave benefits are granted to eligible employees who are absent due to illness or an accident which occurred outside the work place.
- 17.02 **SICK LEAVE ELIGIBILITY** - An employee is eligible for sick leave benefits after having completed his probationary period. Once his probationary period has been completed, sick leave benefits are retroactive to the date of employment.
- 17.03 **SICK TIME GRANTED** - Sick time granted will be calculated on an hourly basis to a maximum of 108 hours per year.
1. Sick Time will be calculated as follows;
    - a. Full Time Employees (Maximum 108 hours sick time per year)
      - i. Work 193.5 hours monthly = 9hrs sick time
      - ii. Work 2322 hours annually = 108hrs sick time per year
    - b. Part Time Employees (maximum 108 hours sick time per year)
      - i. Work 193.5 hours monthly – 9hrs sick time
      - ii. Work 2322 hours annually = 108hrs sick time per year
      - iii. Formula (hrs worked / 193.5 X 9 = Sick time accumulated)
    - c. Once an Employees probation period has been successfully completed, then sick time granted will be retroactive to start date of employment
    - d. Sick time granted will be calculated monthly using the following formula: hours worked / 193.5 X 9 = Sick time accumulated
    - e. If an employee has used unearned sick time and either terminates their employment or is terminated, this time will be deducted from the employees final pay.
    - f. The payment for any unearned sick time will be at the sole discretion of the employer.
- 17.04 **SICK LEAVE GRANTED** - The maximum sick leave an employee may use at one time is limited to four (4) calendar months. Once this has been reached, the employee is then eligible for long term disability insurance.
- 17.05 **SICK LEAVE ACCUMULATED** - Accumulated sick leave is not credited to the employee upon leaving or retirement. Furthermore, no sick leave credits are earned when an employee is not working.

- 17.06 **SICK LEAVE TERMINATION** - Sick leave benefits end on the effective date of layoff or termination of an employee, providing that the sickness began after the employee received the notice of layoff or termination. However, if the sickness began more than two (2) months before the layoff or termination, sick leave benefits will apply regardless of whether the employee received the notice of layoff or termination beforehand.

#### ARTICLE 18.00 - BEREAVEMENT LEAVE

- 18.01 **EMPLOYER SHALL PAY** - When a member of an employee's immediate family dies, the employee is entitled to leave on any normal working day that falls within the three-day period immediately following the day the death occurred.

Immediate family shall include:

- ▶ Employees Spouse or Common-law partner
- ▶ Employees Father and Mother or common-law partner of the Father or Mother
- ▶ Employee's Child(ren) and the Child(ren) of the employees spouse or common-law partner
- ▶ Employee's Grandchild(ren)
- ▶ Employee's Brother and Sister
- ▶ Employee's Grandfather and Grandmother
- ▶ The father and Mother of the spouse or common-law partner of the employee
- ▶ The spouse or common-law partner of the Father or Mother
- ▶ Any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

Common-Law partner means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year.

#### ARTICLE 19.00 - MATERNITY / ADOPTION LEAVE

- 19.01 **MATERNITY / ADOPTION LEAVE** - An employee shall qualify for maternity / adoption leave after completion of the probationary period. No employee shall be laid off or otherwise adversely affected in his or her employment because of pregnancy or adoption. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- 19.02 **LENGTH OF MATERNITY / ADOPTION LEAVE** - Maternity / adoption leave shall cover a period up to six ( 6 ) months before and / or after the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one additional year shall be allowed.
- 19.03 **SENIORITY STATUS DURING MATERNITY LEAVE** - While on maternity / adoption leave, an employee shall retain her full employment status and rights and shall accumulate all benefits under this collective agreement.
- 19.04 **PREVENTATIVE MEDICAL LEAVE DURING MATERNITY LEAVE** - Employees shall be allowed up to five (5) days per annum paid leave of absence in order to engage in personal preventative medical health care during the term of pregnancy. On request, employees may be required to show proof of the above care.
- 19.05 **PAYMENT OF EMPLOYEE BENEFITS DURING MATERNITY LEAVE** - During the period of maternity leave, the employer shall continue to pay the hospital, medical, dental, disability, group life, pension and other benefits of this agreement.

- 19.06 **PROCEDURE UPON RETURN FROM MATERNITY / ADOPTION LEAVE** - When an employee decides to return to work after maternity / adoption leave, they shall provide the employer with at least two (2) week's notice. On return from maternity / adoption leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.
- 19.07 **ADOPTION** - An employee shall, upon request, be granted leave of absence without pay for ten (10) weeks from the date of adoption of a child by the employee. The date of adoption shall be the date of the Order of Adoption, which the employee shall furnish to the Employer.

#### ARTICLE 20.00 - JURY DUTY

- 20.01 **JURY DUTY** - Any employee who is required to serve on a jury or who has been subpoenaed as a Crown witness shall be paid the difference between the amount paid for such service and his regular rate of pay up to a maximum of eight hours per day and forty (40) hours per week subject to the following:
- A. Employees must notify their Supervisor within one working day after having received notice of selection for jury duty or having been subpoenaed as a Crown witness.

#### ARTICLE 21.00 - BULLETIN BOARD

- 21.01 **NOTICE BOARD** - A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved by the Company to request the removal of material offensive to the Company.
- 21.02 **BOARD LOCATION** - The following information shall be kept in a central location, readily accessible to the Shop Steward:
- Seniority List

Any employee requiring such information shall contact the Shop Steward for same.

#### ARTICLE 22.00 - TRAVEL TIME AND TRANSPORTATION - EXPENSES

- 22.01 **TRAVEL TIME** - All time actually spent driving or riding in a Company operated vehicle, licensed common carrier or any other means of travel while on Company business shall be considered to be hours worked and paid for in accordance with Article 7.00 Hours of Work and Overtime.
- 22.02 **PERSONAL VEHICLE** - When an employee is requested by the employer to use his own vehicle for the convenience of the employer, he shall be compensated at the rate of thirty-five cents (.35) per kilometer. The use of personal vehicles shall be at the sole discretion of the employee.
- 22.03 **EMPLOYEES OUT OF TOWN** - When an employee is required to remain out of town overnight, suitable accommodations shall be provided at the employer's expense and the employee shall receive one hundred and twenty five (\$125.00) dollars per day allowance. There shall be no loss of regular working hours including the days in which an employee leaves or returns to the city while engaged in out of town work. The employee shall receive their accommodation and allowance cheque in advance each week. Receipts have to be provided. Money can only be used for employee meals.
- 22.04 **EMPLOYEES OUTSIDE** - Employees living outside of a fifteen (15) mile radius of the city of St. John's shall be kept on the same shift whenever possible and practical and at the discretion of the employer.

## ARTICLE 23.00 - EDUCATION AND UPGRADING

- 23.01 **EDUCATION AND UPGRADING - REIMBURSEMENT** - The Company will reimburse an employee for tuition fees upon successful completion of training courses provided approval is obtained from the Company prior to taking the course and provided the course is relevant to the employee's work.
- 23.02 **TRAINING AND UPGRADING - SELECTION** - When the Company establishes training programs for the upgrading and enhancement of employees the selection for participants for training and upgrading shall be done according to seniority. When specialized training is offered, first opportunities shall be given to senior employees who have the qualifications and capabilities for the training. While in training or traveling employees will be paid at the rate of pay he would have been entitled to if he had been working, to a maximum of 12hrs.
- 23.03 **TRAVEL TIME - TRAINING** - Employees attending training programs, or who are required to travel to attend training programs, shall be reimbursed for all expenses incurred and paid in accordance with Article 7.00 for all time spent traveling and attending the programs.

## ARTICLE 24.00 - MEDICAL/PENSION PLAN

### 24.01 **INSURANCE AND PENSION**

- A. Insurance Program - Employees will be eligible for the Company Benefit Program as established by the Letter of Understanding on the Insurance and Pension. The Company will pay the specific policy premiums to cover these benefits. The Company agrees to maintain required group insurance benefits for all eligible employees absent from work due to illness or injury.
- B. Pension Program - Employees will be eligible for the Company Pension program as established by the Letter of Understanding on Insurance and Pension.
- 24.02 **NEW EMPLOYEES** - Employees will join the plan on the date they become eligible. New employees will be eligible for membership when they have completed their probation period.
- 24.03 **REHIRED EMPLOYEES** - Employees on lay off who have completed their probation period will rejoin the plan immediately when rehired.
- 24.04 **NEGOTIATE CHANGES** - Any changes to the Company Benefit Program or any deviation from the accepted procedures now in effect relative to the operation of the plan shall be negotiated and agreed with the union prior to being implemented.
- 24.05 **ADVANCE PAY** - The Company will establish a system for advance payments for employees awaiting Workers Compensation and Weekly Indemnity Claims.

## ARTICLE 25.00 - TECHNOLOGICAL CHANGES

- 25.01 **DEFINITION** - Technological change means the automation of equipment, or the mechanization or automation of operations, the replacement of equipment or machinery, which results in the displacement of an employee from his/her regular job.
- 25.02 **NOTICE, DISCLOSURE AND CONSULTATION** -
- A. The Company shall provide reasonable written notice before the introduction of any technological change which adversely affects the rights of employees, their wages, working conditions or any change that could result in the termination of regular employees.

- B. A Joint Advisory Committee will meet to discuss all issues relating to technological change as they occur.
- C. Where the Company has notified the Union of its intention of introducing a technological change, the parties will undertake to meet within the next thirty (30) days and to hold constructive and meaningful consultation in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Company to protect the employees from any adverse effects. The Company and Union agree to bargain in good faith on all aspects of the intended change.

Where the parties agree to appropriate solutions to the problems arising out of intended technological change(s), the solutions shall be prepared as a Letter of Agreement, shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

Where the parties do not reach agreement within sixty (60) days after the date on which the Union has received notification from the Company of its intention of introduction of a technological change and various matters, including compensation in the event of reduction, remain unresolved, the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

- D. Technological change(s) shall not be introduced by the Company until the matter is resolved by agreement or arbitration.

25.03 **NEW SKILLS** - Where new or more technical skills are required by the employees, such employees shall, at the expense of the Company, without a reduction of hours of work or rates of pay, be given the proper training and orientation they may require to enable them to perform the work required by such technological change.

25.04 **ADDITIONAL EMPLOYEES** - No additional employee shall be hired by the Company until employees affected by technological change, or employees on lay-off, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

#### ARTICLE 26.00 - HARASSMENT IN THE WORKPLACE

26.01 **HARASSMENT** - Harassment, whether personal or sexual, is against the law. The Canadian Human Rights Act and the Newfoundland Human Rights Code prohibits harassment in matters related to employment.

The Company values the dignity and self-esteem of every employee. The Company believes that any employee or any person dealing with the Company can expect to be treated fairly in a harassment free environment. The Company will ensure that employees who believe that they have been subjected to harassment are able to register complaints with the assurance of prompt action and without fear of reprisal. Any complaints will be handled with sensitivity and in strict confidence. The Company will exercise care to protect and respect the rights of both the complainant and the employee concerned.

#### ARTICLE 27.00 - DISMISSED OR IMPROPER CHARGES

27.01 **DISMISSED OR IMPROPER CHARGES** - When a charge is laid against an employee by someone other than the Company, such charge arising while the employee was acting within his scope of employment with the Company, provided that the action on the part of the employee is neither intentionally illegal or negligent, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken there from, the Company shall pay the employee at his

regular rate for the time loss due to attendances on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees or other legitimate expenses that the employee has incurred. Prior to the employee taking steps to defend himself, he shall consult the General Manager of the Company to determine which legal firm should be used.

#### ARTICLE 28.00 - DISMISSAL

- 28.01 **DISCHARGE** - The Company shall not discharge nor suspend a Union employee without just cause. Prior to discharge or suspension, employees will be given a written warning of the complaint against him.
- 28.02 **WARNING** - No warning need be given to an employee before he is discharged for the following reasons:
- Theft;
  - Consuming alcohol or drugs during working hours;
  - Under the influence of alcohol or drugs during working hours;
  - Gross Insubordination;
  - Negligence or recklessness
- 28.03 **WARNING NOTICE** - A warning shall consist of a written notice to the employee from the employee's immediate supervisor or an appropriate official of the Company describing the nature of the charge against him. A copy of the notice given to the employee shall be forwarded to the Union immediately upon being given to the employee.
- 28.04 **DISCHARGE NOTICE** - Discharge shall be by written notice which notice will contain the reason for discharge. A copy of the notice given to the employee shall be forwarded to the Union immediately upon being given to the employee.
- 28.05 **INVESTIGATION** - If an employee is served notice of discharge as per 28:04 above, he may request an investigation into his discharge.
- 28.06 **INVESTIGATION COMMITTEE** - An investigation, if made, shall be carried out by a committee of two persons; one representative appointed by the Company and one representative appointed by the Union. The appointees must be employees of the Company and not directly involved in the dispute.
- 28.07 **INVESTIGATION COMMITTEE REPORT** - Where the members of the Investigating Committee present a unanimous report that an injustice has been done to an employee, he shall be reinstated and compensated at his usual rate of pay for lost time.
- 28.08 **INVESTIGATION TIME LIMIT** - A request by a discharged employee for such an investigation must be in writing and must be delivered to his Employer within five (5) working days from the date of his discharge.
- 28.09 **INVESTIGATION COMMITTEE - NO DECISION** - If no decision is reached by the Investigating Committee within twelve (12) working days from the date of discharge, the matter shall be referred immediately to an Arbitration Board appointed in the manner provided in Article 30.00 of this Agreement, and all the provisions of that Article respecting arbitration shall apply to any arbitration under this Article.
- 28.10 **DISCIPLINARY ITEM REMOVED** - The Company shall remove, from an employee's personnel file, all items of a disciplinary nature which are older than eighteen (18) months.

#### ARTICLE 29.00 - GRIEVANCE & ARBITRATION PROCEDURE

- 29.01 **ANY MATTER RELATING TO OR INVOLVING:**



- A. The interpretation, meaning, application, or administration of the Collective Agreement or any provisions of the Collective Agreement.
- B. A violation or an allegation of a violation of the Collective Agreement.
- C. A question whether a matter is arbitrable may be the subject of a grievance.

**Procedure:**

- A. Any such matter constituting a grievance must be filed in writing with the employer within seven (7) days, excluding Saturday, Sunday, and statutory holidays of the occurrence of the event given rise to the grievance. If such grievance is not filed within this period, it shall be considered settled.
- B. The grievance must be filed and discussed with the employee's Foreman or Supervisor.
- C. Failing settlement with the Supervisor, the grievance shall be submitted to the Manager and/or his designated representative and a meeting held. At that time, the grievor may have his Shop Steward and/or Business Manager or his designate in attendance.
- D. Failing settlement with the Manager or his designated representative, the grievance shall be settled in the manner provided by arbitration.
- E. Both parties shall, failing the above, agree to a single arbitrator within seventy-two (72) hours. In good faith, each party may suggest an arbitrator to be appointed. If despite those efforts no agreement is reached on the arbitrator, one of the parties or both may apply to the Minister of Employment and Labour Relations to appoint one as per the Canada Labour Code.
- F. The parties may, by mutual consent, refer the matter to a three (3) person Arbitration Board.

29.02 **ARBITRATOR** - The Arbitrator shall not have the power to alter, vary, modify, or amend any of the provisions of this Agreement or to substitute any provisions of this Agreement nor render a decision inconsistent therein. The decision of the Arbitrator is to be compiled within fifteen (15) days of receipt by the parties.

ARTICLE 30.00 - MUTUAL ARBITRATION PROCEDURE

30.01 **MUTUAL ARBITRATION PROCEDURE** - The Mutual Arbitration Procedure can only be used by mutual agreement of the parties to the collective agreement.

30.02 **GENERAL PRINCIPLES** - The purpose of developing this expedited arbitration system is to both save cost and time while ensuring fair and reasonable decisions. To that end, presentations made in expedited arbitration should be short and concise should include a comprehensive opening statement.

30.03 **ARBITRATORS** - An arbitrator will be selected by mutual consent. Arbitrators are to be familiar in arbitration, and where possible with the industry. Compensation for arbitrators will be set by mutual agreement of the Parties.

30.04 **HEARING** - Where practical, hearings are to be held in company or Union facilities to reduce costs. The parties agree that lawyers will not be used to represent either side. The Local Union shall appoint one of its officers or members to represent the grievor, and the Company shall appoint one of the management staff for another person to represent the Company.

- 30.05 **AWARD** - All decisions of the expedited arbitrator are limited in application to that particular dispute. The award of the expedited arbitrator has no precedent and is not to be referred to by either party in any subsequent proceeding. The award will be final and binding. The award is to be in written form; it should be a one to two page award setting out briefly the reasons for the decision. The arbitrator is to render his/her written decision within five (5) days of the hearing.

#### ARTICLE 31.00 - STRIKES AND LOCKOUTS

- 31.01 **STRIKES AND LOCKOUTS** - The Union agrees that during the life of the agreement, there shall be no strikes, lockouts, slowdown or stoppage of work. The Company agrees that there shall be no lockouts during the term of this Agreement.

#### ARTICLE 32.00 - SAVINGS CLAUSE

- 32.01 **EMPLOYED** - No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(s) attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.
- 32.02 **HIGHER WAGES** - Nothing herein contained shall preclude higher wages being paid to employees with special ability at the employer's discretion.
- 32.03 **INVALID ARTICLE** - If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Agreement or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 32.04 **INVALID ARTICLE REMEDY** - In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

#### ARTICLE 33.00 – OCEANEX DRUG AND ALCOHOL POLICY

- 33.01 **OCEANEX DRUG AND ALCOHOL POLICY** - All members covered by this collective agreement are subject to the terms and conditions of the Oceanex Drug and Alcohol Policy.

#### ARTICLE 35.00 - DURATION AND AMENDMENT OF AGREEMENT

- 35.01 **EFFECTIVE** - This Agreement shall become effective on January 1, 2013 and shall remain in effect until December 31, 2017, and from year to year thereafter unless notice is given not more than ninety (90) and not less than thirty (30) days before the expiry date by the party desirous of a change.

**SIGNATURE PAGE**

Signed at \_\_\_\_\_, in the Province of Newfoundland and Labrador,  
this the \_\_\_\_ day of \_\_\_\_\_, 2013.

Oceanex (1997) Inc.

International Union of Operating Engineers,  
Local 904

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**

	Jan. 1 2013 3%	Jan. 1 2014 3%	Jan. 1 2015 2.5%	Jan. 1 2016 2.5%	Jan. 1 2017 2.5%
<b>Truck Driver</b>	\$18.98	\$19.55	\$20.04	\$20.54	\$21.06
Per Mile	\$0.43	\$0.44	\$0.45	\$0.46	\$0.47
Per Kilometer	\$0.27	\$0.28	\$0.28	\$0.29	\$0.30

Note 1: Upon ratification and signing of this current collective agreement, a one time signing bonus in the amount of \$200.00 will be paid to all current employees covered under this agreement. This signing bonus is only effective for this collective agreement and is in no way to be considered as a permanent part of this or future collective agreements.

Note 2: The out of town milage rate is determined by dividing the hourly rate by 44.5 miles per hour or 71 kilometers per hour.

Note 3: The out of town driving time will be calculated as hours worked for the purposes of accumulating forty five (45) hours for overtime purposes.

Note 4: Waiting time while out of town will be paid as per the hourly rate in accordance with Article 7.00.

## APPENDIX B

### **Letter of Understanding on Insurance and Pension**

Pursuant to section 24.01 of the collective agreement, employees will be eligible for the Insurance and Pension Programs according to the following conditions.

#### **COVERAGE MODIFICATIONS**

It is agreed that at the date of signature of the present Letter of Understanding, the program will be modified to include the following modifications, as defined in the Insurer booklet:

- a. *Mandatory Generic Drugs;*
- b. *Health Case Management to focus on the List of identified high cost drugs. The list could be subject to modification by the Company from time to time;*
- c. *Per prescription deductible of \$ 5.00.*

#### **ELIGIBILITY**

##### **Full-time Employees**

1. *All Full-time employees who were employed and part of the bargaining unit at the date of signature of the present Letter of Understanding will benefit from:*
  - *the Company Benefit Program as they were benefiting at the date of signature including the above coverage modifications; and*
  - *the Defined Benefits (DB) Pension Program as they were benefiting at the date of signature;*
2. *All Full-time employees who become employed and part of the bargaining unit after the date of signature of the present Letter of Understanding will benefit from:*
  - *the Company Benefit Program (including the above coverage modifications); and*
  - *the Company's existing Defined Contribution (DC) Pension Program.*
3. *All Full-time employees, upon retirement, may apply for retiree health coverage under Great West Life's "Pay Direct" plan, in accordance with the terms and conditions in existence at the time of applying. Employees will be responsible for 100% of the premium.*

##### **Part-time Employees**

*At the date of signature of the present Letter of Understanding, all Part-time employees will benefit from:*

- *the individual coverage of the Company Benefit Program (including the above modifications) ; and*
- *the Company's existing Defined Contribution (DC) Pension Program.*

##### **Casual Employees**

*A Casual Employee is not eligible to any Benefits.*