

**Collective Agreement**

**between**

**Buckley Cartage LTD**

**and**

**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada  
CAW-Canada  
Local 4268**

**Begins:  
09/01/2002**

**Terminates:  
08/31/2005**

**10089 (04)**

2003 - 2005  
COLLECTIVE AGREEMENT

BUCKLEY CARTAGE LIMITED

AND

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA), LOCAL 4268

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## **ARTICLE 1 - PREAMBLE**

1.1 The Employer and the Union each agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize the mutual interests of the Parties, to provide proper means through which information may be transmitted from one to the other, to formulate rules and policies to govern the relationship between the Union and the Employer, to promote efficiency and service, to establish rates of pay, hours of work, safe working conditions, and other terms and conditions of employment as set out herein, and to set forth a procedure to be followed by the Parties hereto and by the employees covered by this Agreement for the expeditious and proper settlement of any disputes which may arise on the administration of the terms of this Agreement.

## **ARTICLE 2 - RECOGNITION**

2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company at Mississauga, Ontario, save and except Foremen and Dispatchers, persons above the rank of Foreman and Dispatcher, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.1(a) The Parties agree that owner-operators are not covered by this Agreement.

2.2 The classification and rate of pay for additional persons established on staffs, covered by this Agreement, shall be in conformity with classifications and rates of pay for positions of similar kind or class, covered by this Agreement, whenever possible.

When not possible, classification and rate of pay thereto, shall be established by the

Company, provided however, that the Union may refer the matter to grievance and arbitration should it not agree. If such matters proceed to arbitration, the arbitration board shall be authorized to determine whether the rate of pay for a new classification is appropriate or to establish an appropriate rate, in relation to the rates of pay for other classifications covered by this Agreement.

2.3 Established positions shall not be discontinued and new ones created covering relatively the same class of work or other action taken, for the purpose of reducing or changing rates of pay. Such changes or alterations of methods or rates of payment shall only be by mutual consent of the Parties to this Agreement.

2.4 The Company agrees that, for the purpose of carrying on administration of this Agreement, a representative of the National Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of business of the Company and provided further that the representative shall obtain the consent of management before visiting any property of the Company, which consent shall not be unreasonably withheld.

2.5 The signatories to this Agreement have agreed that neither party shall enter into any agreement with the employees which conflicts with the terms of this Agreement.

2.6 In the event of legislation being enacted subsequent to the signing of the Agreement, invalidating the application of any article, the relative section only of this Agreement shall be nullified.

### **ARTICLE 3 - UNION SECURITY**

3.1 All employees covered by this Agreement must be members of National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada),

Local 4268, and they must remain members of the Union in good standing as a condition of continued employment. It is agreed that the Company shall not be required to discharge an employee who has been refused or denied Union membership unless the grounds upon which the Union refused or terminated the employee's membership are valid to the Company.

3.2 All employees covered by this Agreement will have deducted each month from their pay, the amount of monthly Union dues, as determined by the Union in accordance with its constitution. The Company shall be advised in advance of any changes in the amount of monthly Union dues to be deducted.

3.3 The Union dues referred to above, shall be remitted directly to the Union, along with a list of the names of all those on whose behalf deductions have been made.

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

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

#### **ARTICLE 4 - STRIKES AND LOCKOUTS**

4.1 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike and the Employer agrees that there will be no lockout, as those terms are defined in the *Canada Labour Code*.

4.2 It is recognized by the Parties that they shall cooperate in every way in order to

protect the interests of all concerned at times where difficulties are encountered in effecting deliveries through picket lines. The past policies of the Employer in protecting property and the safety of drivers shall be continued.

### **ARTICLE 5 - UNION MEETINGS**

5.1 The Union agrees that there will be no general Union meetings called during working hours. The Employer agrees that, on the evenings when the Union is holding a monthly meeting, it will use its best efforts to schedule work in a manner which will permit employees to attend.

### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.1 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, promote, demote, suspend or otherwise discipline employees, provided that a claim of an employee that he has been discharged, disciplined or otherwise dealt with unjustly may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) to manage its business in all respects in accordance with its obligations, subject to the provisions of this Agreement;
- (d) make and alter from time to time rules and regulations which are just and fair. The Company agrees that it shall provide the Union with a copy of those rules and regulations which are made or altered by the Company from time to time. In addition, the Union will be given an opportunity to discuss these matters with the Company as soon as possible.

- (e) Nothing in this Article shall, however, deprive an employee from exercising his full rights under the grievance procedure as set out in this Agreement.

## **ARTICLE 7 - UNION COMMITTEES**

7.1 The Company recognizes the right of the Union to appoint or otherwise select a Negotiating Committee, a Grievance Committee and a Safety Committee, and the Company undertakes to recognize and deal with these Committees. Each of these Committees shall contain a maximum of three (3) bargaining unit employees.

7.2 The Union will inform the Company in writing of the name of the Chief Steward and each other Steward and any subsequent change in the names of such Stewards. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

7.3 Wherever possible a grievance shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay (straight time) when grievances at Steps 1 and 2 are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

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

7.5 The Company will notify the Union Representative by registered mail or telegram prior to the discharge of a Chief Steward, except in cases of drunkenness or dishonesty.

7.6 The Unit Chairperson will be permitted to inspect the dispatch sheet with prior consent of management.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

8.1 The Parties to this Agreement agree that all steps shall be taken to assure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the grievance procedure. It is understood that a reasonable amount of time may be spent by the members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of its Committee will cooperate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.

8.2 Before leaving his work to attend to business properly arising from this Agreement, the Steward concerned shall first obtain the permission of his immediate supervisor or dispatcher, and all time away from work shall be devoted to the handling of the particular business necessitating his absence.

8.3 Subject to the terms of this Agreement a grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance, within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:



Step 1

The employee shall take up the matter with his Steward prior to taking the matter up with Foreman or Supervisor in question. The grievance shall be in writing on a form. One copy of this form shall be given to the Foreman or Supervisor and one copy shall be given to the employee's Steward. The grievance form must be presented to the Foreman or Supervisor within ten (10) working days after the Occurrence of the matter complained of and the Foreman or Supervisor shall answer the grievance in writing on the form presented to him within five (5) working days after he has received same.

Step 2

If the matter is not settled the Chief Steward of the Union or his representative may, within five (5) working days after receiving the written reply of the Supervisor or Foreman, present the grievance to the General Manager of the Company or his nominee. Following presentation of the grievance under this Step, there shall be arranged a meeting between Management **and** two (2) members of the Grievance Committee which meeting shall occur within seven (7) working days after the grievance has been presented to the General Manager or his nominee. The General Manager or his nominee shall give his decision in writing to the Union within three (3) working days, or a longer period if mutually agreed upon with Union.

**8.4** In the event that the matter has not been settled, either party may, within fifteen (15) working days following the decision of the General Manager, refer the matter to arbitration by giving to the other party a written notice of its intention to proceed to arbitration and this Notice shall state the specific matter to be dealt with at arbitration and the specific relief sought by the party. The party referring the matter to arbitration shall name its nominee to the Arbitration Board

within ten (10) working days after receiving the notice. Should either party fail to appoint a nominee within the limited time, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party.

**8.5** The two (2) nominees of the parties shall, within ten (10) working days appoint or select a chairman for the Arbitration Board, but if they are not able to agree upon a chairman within the time limit, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party.

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

**8.7** No person shall be appointed as an arbitrator who has been involved in any matter concerning the industrial relations between the Company and the Union, or who has acted as a paid agent, Attorney or Solicitor for either party.

**8.8** Each of the parties hereto shall bear the expense of its own representative to a Board of Arbitration and the parties shall jointly and equally bear the expense, if any, of the chairman of such Board of Arbitration.

**8.9** No matter shall be submitted to the Board of Arbitration which has not been properly carried through previous Steps of the grievance procedure in accordance with this Agreement.

**8.10** The Arbitration Board shall not make any decision inconsistent with this

Agreement, nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute, subject to the powers given to an Arbitration Board under this Agreement.

8.11 When the employee has been found to have been unjustly dealt with, the Board of Arbitration shall have the power to order reinstatement with or without compensation as it sees fit.

8.12 In the event that either the Company or the Union wish to present a policy grievance alleging a violation of this Agreement, such grievance must be presented in writing within seven (7) working days after the occurrence of the matter or matters complained of. If the Union files such a grievance, it shall be done by the Chief Steward submitting a statement of the claim to the General Manager who shall answer same in writing within seven (7) working days and other steps of the grievance procedure as outlined above shall then apply. If the Company files such a grievance, it shall be done by the General Manager submitting a written statement of the grievance to the Chief Steward of the Union. He shall answer the grievance in writing within seven (7) working days and if the matter is not settled, there shall be a meeting between the Union Grievance Committee and Management within seven (7) working days after the Chief Steward has submitted his answer. The reference of any matter to arbitration shall then follow the other terms set forth in this Agreement.

8.13 All time limits as specified herein for the grievance or arbitration procedures may be extended but only by mutual agreement confirmed in writing.

## **ARTICLE 9 - ADMINISTRATION OF DISCHARGE AND DISCIPLINE**

9.1 No employee may be held out of service for the investigation of any charge against him due to accident or other alleged misconduct, for a period exceeding three (3) working days

without the holding of a hearing by the Company concerning such matter, and the employee must be notified at least one (1) working day in advance of such hearing, and of the charges against him.

He may then have present at this hearing a Union representative and two (2) members of the Grievance Committee.

9.2 Copies of written notices of hearings, charges and intents will be provided to the Chief Steward.

9.3 Any discipline assessed will be imposed within ten (10) working days.

9.4 Postponements of above procedures may be mutually arranged.

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

9.6 It is acknowledged by the parties that unwarranted absenteeism shall be cause for discipline or dismissal from service subject to the application of the grievance procedure.

## **ARTICLE 10 - LEAVE OF ABSENCE**

10.1 Employees for justifiable reason may request and receive leave of absence without pay and without the other benefits provided by this Agreement and without loss of seniority up to a maximum period of three (3) months providing an application is made in writing and the terms of any leave of absence are agreeable to the Company and the Union. If any such leave of absence is

granted, the Company shall provide the Union with a copy of the terms of the leave of absence. **An** employee will be considered subject to disciplinary action as a result of any violation of these terms. In cases of sickness or other exceptional circumstances, the Company may extend a leave of absence, but under no circumstances shall leave of absence be granted for employment with any other Company.

10.2 Leave of absence without pay will be granted to employees to attend Union conventions or Union educational seminars provided that prior written notice of at least five **(5)** working days has been given to the Company of the request for such leave and provided further that the number of employees requesting leave at any one time shall not be unreasonable so as to curtail the operations of the Company. Whenever Union delegates are elected to attend a convention or seminar, the Union shall notify the Company in advance of the time and length of absence required by these delegates to attend any Union convention or seminar. Notification from the Union shall be at least five **(5)** working days before the employee's leave.

10.3 The Company shall grant leave of absence without pay and without the other benefits provided by this Agreement and without loss of seniority to any employee who is elected or employed to serve on a full-time basis with the Union, provided, however, that such leave of absence shall not extend beyond one (1) year. However, any such leave of absence could, with the consent of the Company be extended indefinitely.

## **ARTICLE 11 - RECOGNIZED HOLIDAYS**

11.1 The following Recognized Holidays shall be granted with pay to all employees covered by this Agreement who have completed their probationary period.

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

If an employee is required to work the day before Christmas an alternative day will be arranged during the week between Christmas and New Year's Day.

One additional general holiday "Heritage Day" on the third Monday of February in each year, after such is legislated by Parliament.

11.2 To qualify for any Recognized Holiday pay, an employee must have performed his assigned work on the day immediately preceding the Recognized Holiday and on the day immediately following the Recognized Holiday. An employee shall not be disqualified from receiving Recognized Holiday pay under this Article in the event that he is absent from work on only one of the two (2) work days referred to above due to an authorized leave of absence, except for Christmas and Boxing Day, which will be paid to all employees on the seniority list who work any time in the month of December and who are available for work on their normal shift preceding and following both holidays. If an employee has been laid off on the work day immediately preceding a Recognized Holiday, or on the work day immediately after the Recognized Holiday, he shall not be disqualified from receiving Recognized Holiday pay, provided he has worked at least two (2) days in the calendar week in which the Recognized Holiday falls.

11.3 It is understood that the Parties hereto as well as the employees covered by this Agreement shall do everything possible to prevent absenteeism from the scheduled work days immediately before or immediately after any Recognized Holiday.

Drivers and/or Helpers, after being absent and before returning to work, must

receive authorization from office on day prior to their return to work.

**11.4** All employees shall be paid nine (9) hours pay at their appropriate rate for any Recognized Holiday to which he would be entitled under this Agreement.

**11.5** If an employee is required to work on a Recognized Holiday (except the day before Christmas), he shall receive pay at one and one-half his normal rate for the time actually worked, together with any Recognized Holiday pay to which he would be entitled under this Agreement. In performing any services on a Recognized Holiday, an employee must receive a minimum of four (4) hours pay and any time worked by an employee on a Recognized Holiday before or after the regular starting and quitting times shall be paid for at the rate of time and a half.

Highway work performed on the day of the holiday after 6:00 p.m. is deemed to be work performed on the day after the holiday and shall not be paid at time and one-half (1%) but at straight time.

**11.6** In order to retain continuity of service, it is understood that the Company may declare an alternative day as being the Recognized Holiday to replace one of the Recognized Holidays listed in this Agreement provided, however, that in so doing, the Company shall give adequate prior notice to the Union and to the employees. The alternate day and not the original Recognized Holiday is the day that is the holiday.

**11.7** In the event that a Recognized Holiday, when celebrated, falls on the regular day off of an employee between Monday to Friday, inclusive, the employee shall be given an alternative day off as his rest day.

**11.8** It is understood between the Parties hereto that the application of this Article relating to Recognized Holidays may from time to time be subject to compliance with the

provisions of the Canada Labour Code and that whenever this Code does apply, the terms of this Agreement shall be deemed to have been amended so as to conform to the requirements of the Code.

## **ARTICLE 12 - SENIORITY**

12.1 Each of the Parties hereto recognizes that the employees are entitled to an equitable measure of security based on length of service. The term "seniority" shall be considered to mean length of continuous service with the Company within the jurisdiction of this Agreement.

12.2 An employee entering service will be considered to be on probation until he has completed seventy-five (75) days of work with the Company. Seniority will date from day of entering service should such employee be found satisfactory. **If** such employee is found to be unsatisfactory in the opinion of the Company during that time, he will be retired from service and such retirement shall not constitute a grievance. It is understood that the probationary period shall in no case prevent the Company from discharging an employee for falsification of records.

12.3 A seniority list of all employees covered by this Agreement shall be posted in January of each year.

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

12.5 An employee will lose his seniority rights and his name shall be removed from all seniority lists for any of the following reasons:



- (a) if the employee voluntarily quits his employment;
- (b) if the employee is discharged and not reinstated pursuant to the provisions of the grievance procedure herein;
- (c) if the employee overstays a leave of absence granted by the Company without a reasonable excuse acceptable to the Company;
- (d) if the employee is laid off and fails to return to work or to give satisfactory reasons for not doing so within five (5) working days after he has been notified to do so by telephone or registered mail, it being the employee's responsibility to keep the Employer informed of his current telephone number and address from time to time; provided that **an** employee shall not lose his seniority if he declines to return to work on a casual or temporary basis for less than five (5) consecutive working days.
- (e) if the employee is not recalled to work within one (1) year from the date of his last day of work before lay-off;
- (f) if an employee is absent from work for three (3) consecutive working days without leave or upon return, without supplying to the Company a justifiable reason for his absence;
- (g) accepts other employment during any leave of absence granted by the Employer.

## **ARTICLE 13 - SAFETY AND HEALTH**

13.1 The Employer and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally recognized to be in the best interests of all parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.

13.2 Vehicles shall be equipped with heaters, defrosters and windshield washers in the interest of safety and such equipment shall be kept in working order.

13.3. The employees agree to abide by the driving rules as laid down by the Employer. No employee shall be disciplined for breach of such rules unless he has been supplied with a copy of same. These rules shall not be in contravention of the Ontario Highway Traffic Act.

13.4 It is understood that the employee must immediately report to the Company any accident involving a Company vehicle or any loss or damage to cargo.

13.5 In the event that an employee alleges the existence of any unsafe practice or unsafe condition, any employee concerned has **an** obligation to immediately report such a practice or condition to the Employer. An employeemay file **a** grievance on such a matter if it is not rectified satisfactorily within a reasonable time.

13.6 Employees may be required to submit to a medical examination at the Company's expense upon return to the service of the Company after any lengthy or recurring illness or illnesses. The Company and the Union agree to cooperate so as to deal with any case of an employee who returns after being under Workers' Compensation in the event that a further medical certification is reasonably required before the employee comes back to work or remains at work.

13.7 No employee shall be compelled to take out equipment which is not in sound mechanical condition.

13.8 The maintenance of equipment in sound operating condition shall be the full responsibility of the Company.

## **ARTICLE 14 - UNIFORMS**

14.1 After an employee has acquired seniority, the Company will provide the following uniform:

- five (5) golf-style shirts
- two (2) pairs of trousers
- one (1) winter jacket

Shirts and trousers will be replaced when they are worn out or are faded to the extent that they are not acceptable to Company standards. Winter jackets shall **be** replaced every three (3) years.

Winter parkas will be supplied to the following and will be replaced when worn out:

- Mechanics
- Tiremen
- Hiab Drivers

Uniforms must be worn at all times while the employee is on duty.

The employee must pay for a replacement in the event he loses his uniform or any part thereof.

The employee must turn in winter jacket or parka to get a new one.

14.2 All articles of uniform shall be in accordance with the above specifications, and colour. It shall be the responsibility of the driver to keep his uniform in a neat and clean condition.

Each employee who receives a uniform, is required to wear same while on duty.

14.3 Should **an** employee leave the service of the Employer within twelve (12) months from the date of being supplied with a uniform, the Employer may deduct from the employee's final pay one-twelfth (1/12) of the amount of the uniform allowance for each month remaining in such twelve (12) month period.

## **ARTICLE 15 - JOB POSTING**

15.1 All permanent vacancies on contracts and permanent vacancies on regular highway runs will be posted for ten (10) calendar days. Such position shall be awarded to the senior applicant who has the qualifications to perform the work. Within ten (10) calendar days the successful applicant will be required to fill such position. A copy of each bulletin will be furnished to the Chief Steward. All postings will show classification (straight truck driver or tractor driver), location of the position, necessary qualifications (where applicable) and estimated hours of the assignment.

It is understood that every reasonable effort will be made to assign all out-of-town runs to senior qualified drivers available at the time of the dispatch.

15.2 When an employee has been working on a regular assignment for over a one-year period and wishes to change an assignment, he may apply to the General Manager through his Chief Steward for such a change and reasonable efforts shall be made to effect same.

15.3 The Company will pay twenty dollars (\$20.00) towards the cost of the required U.S. medical examination, payable when the driver turns in the receipt.

## **ARTICLE 16 - STAFF REDUCTION**

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

16.2 In the event of a reduction of the work force within the bargaining unit, the Company shall apply the principle of "last on, first off". When recalling employees they will be recalled in the reverse order to which they were laid off.

16.3 In the event an employee's job is abolished, the employee has the right to displace an employee with less seniority provided he is qualified to perform the work and the customer does not object.

In no case shall the employee in any of the following positions be displaced by the above:

- Monarch - all positions
- Inglis - Shunt

16.4 It is agreed that the Chief Steward shall be the last person laid off and the first person rehired.

16.5 The Company agrees that no temporary, part-time or probationary employees will be retained while regular employees are laid off and are available for work, or working less than the standard hours.

16.6 A proper officer of the Employer and a recognized representative of the employees, as far as practicable may, notwithstanding the above, make mutual arrangements to carry on contract work in cases of reduction in staff covered by this Agreement.

## **ARTICLE 17 - COURTDUTY**

17.1 An employee who is summoned to serve as a juror or who is required by writ of subpoena to appear in Court as a witness will be paid for the time he is required to be in Court; the difference between pay lost, computed at the employee's regular straight time hourly rate and the amount of jury fee received provided the employee presents to the Company the process which required his presence in Court.

## **ARTICLE 18 - BULLETIN BOARDS**

18.1 The Employer will supply a Bulletin Board in a conspicuous place and the Union may post on that Board notices of Union meetings or other functions provided that any such notices shall be signed by an authorized Union official or officer.

## **ARTICLE 19 - CASUAL OR PART-TIME HELP**

19.1 Casual or part-time help shall be defined as help supplied by any source to replace regular employees who are not available for work or where there is an increase in freight for short periods or during peak periods but shall not be used to circumvent the hiring of full-time regular employees where full-time jobs are available.

19.2 The Company agrees that where it is necessary to use casual or part-time help, the following conditions shall apply:

- (a) Laid-off employees shall be given the first opportunity for part-time work.
- (b) Casual or part-time help shall not be used on a shift or starting time to deprive regular employees of their normal straight time hours of work.
- (c) When casual or part-time help is required, they will not be used unless all regular employees are given the opportunity to perform the available work. Nothing contained herein requires the Company to assign overtime.
- (d) Where the Union establishes that casual or part-time help is being used where a regular employee could be employed on a regular straight time basis (not overtime), the Company shall replace casual or part-time people with one (1) or more regular probationary employee(s).

- (e) Nothing in this Article shall be construed in such a manner that would prevent the Company and the Union from meeting and mutually agreeing to rules governing casual part-time help other than those outlined above. However, if there is no mutual agreement, the rules set out herein apply.
- (f) Where the Union feels that there is a violation of this Article, the Company will meet to discuss the problem with the Union. If no amicable solution can be reached, a grievance shall be submitted by the Union starting with Step 2 of the grievance procedure.

## **ARTICLE 20 - VACATIONS WITH PAY**

20.1 (a) All employees who have completed one (1) **year** shall be entitled to vacations in accordance with the Canada Labour Code.

(b) All employees who have completed five (**5**) years shall be entitled to three (3) weeks vacation.

(c) All employees who have completed ten (10) years shall be entitled to four (**4**) weeks vacation.

(d) All employees who have completed twenty (20) years shall be entitled to five (**5**) weeks vacation.

(e) Vacation pay for those entitled to 3 and 4 week holidays will be as follows:

- At your 5th anniversary, you commence to **earn 6%** vacation pay.
- At your 10th anniversary, you commence to **earn 8%** vacation pay.

(f) At your 20th anniversary, you commence to **earn 10%** vacation pay.

NOTE: It is agreed that vacation pay will be taxed weekly. An employee will receive vacation pay

at any time prior to his vacation provided he gives at least one (1) week's notice in writing to the Company's payroll clerk.

**20.2** If a paid holiday falls within an employee's vacation period (including Saturday or Sunday) he will be granted another day at a time satisfactory to the Company and the employee or another day's pay in lieu thereof.

**20.3** The choice of vacation periods shall be by seniority, and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August and September shall be allowed to do so. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their seniority. It shall be the responsibility of the Company to post a bid sheet on which employees may choose vacation periods and the final vacation schedule shall be posted by the Company not later than April 1st of each year. Summer vacation periods shall be June, July, August and September inclusive.

**20.4** In the administration of Article 20.3 no more than six (6) employees may be absent at the same time.

**20.5** The vacation year is the calendar year, therefore, an employee must take all vacation to which he is entitled in such calendar year, except that an employee with five (**5**) years or more of seniority can carry over one (1) week of vacation into the next calendar year provided it is taken and completed prior to April 30 of that year.

## **ARTICLE 21 - HOURS OF WORK AND OVERTIME**

**21.1** For local work, i.e. hourly-paid work, the hours of work shall be nine (9) hours per day, forty-five (**45**) hours per week, Monday through Friday. There shall be no split shift



assignments. Time and one-half shall be paid for all hours actually worked in excess of nine (9) hours per day and forty-five (45) hours per week; and also for work performed on Statutory Holidays and Saturdays. Double time shall be paid for all hours actually worked on Sunday.

#### SET IN PLACE **WORK**

21.1A Set-in-place work shall be as follows: After a combined total of ten (10) hours have been worked in a day, combination of hourly and mileage, time and one-half shall be paid for hours worked in the day, in excess of ten (10). Hourly paid work shall be paid at time and one-half the hourly rate. Mileage paid work shall be paid at time and one-half the mileage rate. This Article 21.1A does not refer to or include time spent and paid at trip rate.

21.2 Time worked in excess of assigned hours will be calculated to the nearest quarter of an hour each day. No overtime will be allowed for less than eight (8) minutes; nine (9) minutes to twenty-two (22) minutes will be allowed as one quarter and so forth.

21.3 Overtime will be assigned to employees normally performing the work in question. If the overtime work is of a general nature and does not involve any particular employee, then the overtime work will be rotated equitably amongst those qualified employees who are then available on the basis of seniority.

NOTE: All employees are required to inform dispatch no later than quitting time on the day prior if they are not available for overtime work on the following day.

In the event that employees do not so notify, it is agreed that a reasonable amount of overtime will be required to be worked by the employee, subject to overtime being available. It is further agreed that any employee having advised dispatch that they

are not available for overtime, will not be disciplined for refusing to work same,

21.4 The Company agrees that a regular assigned contract driver shall be entitled to receive eight (8) hours pay at his regular rate in any day (Monday to Friday) in which he has commenced work and is available and willing to work.

21.5 When it becomes necessary for the Company to change the starting time of an employee off duty for a single day, such employee shall be given twelve (12) hours of notice of such change prior to the new starting time which applied to him.

21.6 When it becomes necessary for the Company to change the starting time of an employee over a period of one (1) work week or more, such employee shall be given thirty-six (36) hours notice of such a change prior to the application of his new starting time.

21.7 Starting Time:

Senior men will have the preference of starting times within the daily scheduled arrangements which means junior employees will be assigned to less preferable starting times within the general cartage operations.

21.8 The Company agrees that an employee with two (2) years or more service, upon reporting for work at the commencement of his regular scheduled shift, unless notified at least during the preceding day not to do so, shall receive four (4) hours work or four (4) hours pay at his regular straight time hourly rate, unless failure to supply work is due to weather conditions or labour disputes. Any employee so affected shall take such temporary work as is available in order to qualify for such four (4) hours pay.

21.9 The Company will endeavour to negotiate a guaranteed eight (8) hour day from Lever Detergents and if successful, they will guarantee employees involved eight (8) hours per day.

21.10 Weekend Work:

All employees who wish to be called for Weekend Work, will sign the Weekend Work List, which will be posted by the Company each Monday.

In the event of work becoming available on the weekend, only those employees who have signed the Weekend Work List will be called and assigned the work in order of seniority.

In the event that no employees sign the Weekend Work List, the work will be assigned at the sole discretion of the Company.

**ARTICLE 22 - MEAL PERIODS**

22.1 Meal periods which shall not be considered as time worked will be assigned by the Company; such meal period will not exceed one (1) hour nor be less than thirty (30) minutes and shall be given between the ending of the third hour and the beginning of the sixth hour after starting work.

**ARTICLE 23 - BEREAVEMENT LEAVE**

23.1 In the case of a death in the immediate family of an employee, the Company will pay the employee at his regular hourly rate for any of the five (5) successive calendar days which the employee would otherwise have worked. Immediate family shall be deemed to mean wife, children, mother, father, brother, sister.

In the case of a death of grandfather, grandmother, mother-in-law and father-in-law, the Company will pay the employee at his regular hourly rate for any of the two (2) successive calendar days, which the employee would otherwise have worked.

## **ARTICLE 24 - SAFETY SHOES**

24.1 The Company will pay up to a maximum of \$85.00 per year towards the cost of Safety Shoes . Company will replace worn or damaged safety shoes

**NOTE:** The employee will be required to purchase his own safety shoes and will present receipt to the Company for reimbursement.

Shoes must be worn in safe and secure manner with the laces tied.

Work Gloves - The Company will supply work gloves.

Rain Wear - The Company will supply rain wear where required.

## **ARTICLE 25 - SCHEDULES**

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

Schedule 1 - Wages

Schedule 2 - Health & Welfare

## **ARTICLE 26 - GENERAL**

26.1 Pay Periods:

All employees shall receive their previous two (2) weeks earnings not later than the following Friday. Employees working on contract jobs may be paid at the job site, in which case their cheques will be placed in sealed envelopes. Each employee shall be provided with an itemized statement showing the amount earned by hours. Such statement will include all

deductions.

When the regular pay falls on a holiday, the Employer shall pay the employee on the regular work day preceding the holiday.

Payroll Shortages:

In the event of payroll shortages, employees will be paid on the following day, if requested.

**26.2** Time Cards:

Each employee will be required to punch his own time card.

**26.3** Students:

Students who may be hired during the summer months shall not come under the terms of this Agreement, except for wage rates, and they shall be required to pay the monthly dues to the Union.

**26.4** Company Meetings:

The Company shall pay the prevailing hourly rates to all employees compelled to attend Company meetings.

**26.5** Foremen:

Except in case of emergency, no work will be performed by Foremen or Office Personnel when such work comes within the jurisdiction of the bargaining unit.

**26.6** Coffee Breaks:

It is agreed that subject to Company rules, the present practice of the Company with regard to coffee breaks will be continued and therefore, all employees will be permitted to take a coffeebreak up to a maximum of fifteen (15) minutes during the morning and during the afternoon.

It is understood, however, that drivers will take their coffee break only after they have been working for two (2) hours in the morning **and** in the afternoon. The scheduling of coffee break time will be discussed between the parties and thus applied in the various departments.

**26.7** (a) No Company driver will be laid off or terminated as a result of an Owner/Operator being engaged.

(b) The Company agrees to maintain and operate with bargaining unit employees five **(5)** bunk tractors in the Highway operation.

(c) Any City driver who is laid off or whose job is abolished will be allowed to displace a junior bargaining unit employee on Highway work provided he has the necessary qualifications.

(d) Present short-haul day cab operations will not be contracted out provided there are qualified bargaining unit employees available. Nothing contained in this Article **26.7** requires the Company to assign overtime work.

(e) Temporary drivers will be used only in accordance with Article 19.

**26.8** Chief Steward:

Leave of absence without pay will be granted to the Chief Steward, provided that prior written notice of at least two **(2)** working days has been given to the Company of the request of such leave.

**26.9** Trips:

When a driver returns from a trip out of town and was on duty ten and one-half (10 1/2) hours or more, will have the option to perform available cartage work in the city at overtime rates or go home.

26.10 Supervisors:

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

- instructions or training
- investigation
- inspection
- experimentation information and emergency

26.11 Labour Management Committee:

With the commencement of this Agreement, it will be the mutual responsibility of both the Union and the Company, within ten (10) days after signing, to each nominate two (2) or three (3) members to the "Labour Management Committee".

This Committee will meet on the first Tuesday of every second month to discuss and make recommendations to all concerned in matters relating to safety, morale, social, educative, training and other matters not specifically referred to as matters of other committees stipulated in this Agreement. In the event of vacancies arising in any of the positions on the Committee, it will be the responsibility of either party who has the vacancy to fill such vacancies within ten (10) days by written notice to the other party, of their nominee.

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

The Company shall pay loss of wages for every second meeting of this Committee. Minutes shall be taken of all meetings, and copies shall be sent to the Employer and the Union.

Either party may be given notice in writing to the other of that party's intention to terminate this Committee, or to negotiate revision thereof.

Workers' Compensation:

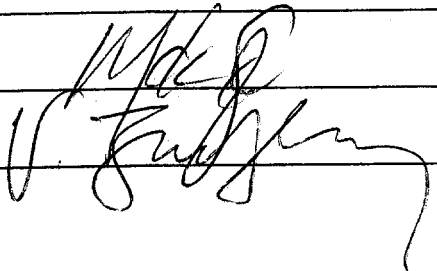
Company willing to discuss advances to those in need, who are waiting for payment processing.

**ARTICLE 27 - TERM OF AGREEMENT**


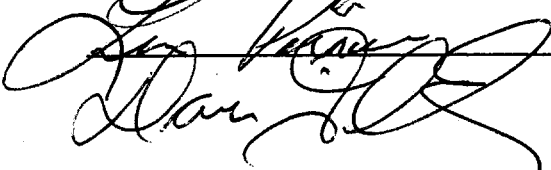
27.1 This Collective Agreement shall run from September 1, 2002 to August 31, 2005 and thereafter from year to year unless either party gives notice in writing to the other during the last ninety (90) days of the term of this Agreement, of that party's intention to terminate this Agreement, or to negotiate revision thereof.

DULY EXECUTED by the Parties on this 31<sup>st</sup> day of March, 2003

FOR THE COMPANY

\_\_\_\_\_  
\_\_\_\_\_  


FOR THE UNION

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  




**SCHEDULE 1**

**WAGES**

The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the following wage rates:

(a) **For employees of the Company as of January 25<sup>th</sup>, 1997:**

<u>Effective</u>	<u>September 1/ 02</u>	<u>September 1/03</u>	<u>September 1/04</u>
	2.25%	2.25%	2.50%
<b>Drop Rate</b>	<b>\$11.00</b>	<b>\$12.00</b>	<b>\$13.00</b>
<b>Drivers</b>	<b>17.15</b>	<b>17.54</b>	<b>17.98</b>
<b>Drivers Helper</b>	<b>15.54</b>	<b>15.89</b>	<b>16.29</b>
<b>Licenced Mechanic</b>	<b>19.86</b>	<b>20.31</b>	<b>20.82</b>
<b>Tire Man</b>	<b>17.15</b>	<b>17.54</b>	<b>17.98</b>
<b>Mechanic's Helper (without (trailer mechanic's licence)</b>	<b>16.10</b>	<b>16.46</b>	<b>16.87</b>
<b>Mechanic's Helper (with (trailer mechanic's licence)</b>	<b>17.15</b>	<b>17.54</b>	<b>17.98</b>
<b>Mileage Rate</b>	<b>.365</b>	<b>.373</b>	<b>.382</b>
<b>Hiab Rate</b>	<b>.50</b>	<b>.55</b>	<b>.60</b>
<b>Pre and Post Circle Check</b>	<b>.....1 hour per day.....</b>		

**Bi – Weekly Pay:** Parties agree that effective January 1<sup>st</sup>, 2003, current weekly pay will change to bi-weekly. Any employee will be entitled to an advance of up to \$500.00 that is to be repaid at \$50.00 per day.

Any day that a driver is dispatched to perform a job requiring the use of winch or hiab - the driver will receive the above rate in addition to the hourly rate

Appliance (set in place) Drivers and Drivers Helpers will receive an additional \$0.25 per hour during the actual time that they are on the site to which the appliances are being delivered.

(b) **All New Hires:** will receive \$1.00 per hour less than the applicable rate during the probation period (75 days)

**Premiums:**

Tractor Drivers operating a double hookup (train) will receive \$.50 per hour premium.

A Night Shift premium of \$.25 per hour shall be paid for all straight time hours which are worked on a shift after 6:00 p.m. No employee shall be entitled to both a shift premium and to overtime.

**Trip Rates:**

1. Hourly rate to apply on all trips of less than 50 miles and also to Barrie and Midland.  
All trips of 50 miles or less, will be paid as hourly.  
All trips in excess of 50 miles will be paid in accordance with P.C. Miler 15

**Drop Rates:**

Effective September 1,2002: \$11.00 per drop which represents the first hour or any fraction thereof.  
Effective September 1,2003: \$12.00 per drop  
Effective September 1,2004: \$13.00 per drop

All hours in excess of first hour to be paid at hourly rate.

Mileage rates will be paid as per P.C. Miler - Practical mileages. Off route miles will be indicated on time sheets and paid in addition to book miles.

**Meals and Accommodations:**

The Company will provide suitable sleeping accommodation when requesting a driver to stay away from home overnight. In addition, Drivers will be paid a meal allowance of \$25.00 for each night the Driver is required to stay away from home overnight in Canada and a meal allowance of \$35.00 for overnights in U.S.A.

**Education Leave:**

Effective September 1st, 1995, the Company agrees to pay into a special fund, two cents \$0.02 per hour per employee, based on forty-five (45) hours per week, hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

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

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus

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

**Social Justice Fund:**

The Company agrees to pay into a special fund one (1) cent per hour per employee, based on forty-five (45) hours per week, for the purpose of contributing to the C.A.W. - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-governmental relief and development organizations. Such monies **are** to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:

C.A.W. Social Justice Fund  
205 Placer Court  
Willowdale, Ontario M2H 3H9

## **SCHEDULE 2**

### **HEALTH AND WELFARE**

Ontario Hospital Insurance Plan premiums shall be paid by the Company for all employees who have completed the probationary period. All employees who have completed six months service with the Company shall be entitled to the following benefits, paid for by the Company.

#### **Drug Plan:**

The Company shall pay the full cost of an \$5.00 deductible **Drug** Plan.

#### **Dental Plan:**

Routine treatment 100%. \$50.00 deductible per year.

Benefits will be paid at the most current ODA **Fee** Schedule

#### **Major Restorative Procedures:**

50% reimbursement to a yearly maximum of \$1,500.00 per insured individual.

#### **Orthodontic Procedures:**

50% reimbursement to a "Lifetime" maximum of \$1,500.00 per insured individual.

#### **Extended Health Care:**

No deductible per year.

#### **Life Insurance:**

\$20,000.00

#### **Accidental Death & Dismemberment:**

\$20,000.00

#### **Weekly Indemnity:**

First day	-	Accident
Fifth day	-	Sickness
Maximum	-	15 weeks

Payment - UIC registration requirements

**Sick Days & Indemnity):**

In the event that an employee is off sick for three (3) weeks or more, the waiting period will be reduced from five (5) days to two (2) days.

**Vision Care:**

\$175.00 every 24 months per insured individual. The above-mentioned benefits are more clearly defined in the benefit booklet to be supplied by the Company for each employee.

**Canada Pension Rebate:**

The Company will pay a rebate of \$350.00 to all employees on the first pay period in December.

**Pension RSP:**

The Company shall contribute \$65.00 per month toward an RSP pension plan for all employees who have completed one (1) year service. This amount is to match an equal contribution of \$65.00 by the employee. In year two \$65 shall be changed to \$70.00. In year three \$70.00 shall be changed to \$75.00.