

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**MEL HALL TRANSPORT**

(hereinafter referred to as "the Company")

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF  
CANADA, LOCAL 69**

(hereinafter referred to as "the Union"]

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## ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT AND DEFINITIONS

1.01 The purpose of this Collective Agreement is to provide a harmonious relationship between the Employer and its Employees, to ensure a higher level of efficiency as well as the protection of property and to provide working conditions that will be observed by both parties.

1.02 Validity of the clauses.

In the event that any clauses of this Collective Agreement are contrary to Federal or Provincial laws, then, such clause(s) will be considered null and void, however, the remainder of the clauses and conditions will not be affected and will continue in force and effect.

1.03 Definitions:

In this Collective Agreement, unless otherwise indicated, the term below will be defined as follows:

DAY: means calendar day.

WEEK: means calendar week.

WORKING DAYS: means any regularly scheduled shift assigned to an Employee including overtime shifts.

EMPLOYEE: means a driver covered by the scope of this Collective Agreement.

UNION REPRESENTATIVE: means a representative designated in accordance with Article 8 of this Collective Agreement.

## ARTICLE 2 - STATUS OF THE CONTRACTING PARTIES

2.01 The Union is an organization comprised of workers as recognized under the Canada Labour Relations Board.

## ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all drivers employed by Mel Hall Transport Limited in the City of London, Ontario excluding owner-operators and employees of owner-operators,

3.02 The Union agrees that the Employer may continue its practice of hiring certain temporary Employees and additionally, the Union agrees that the Employer may hire temporary Employees to perform work generated by temporary increases in workload or in the event of a shortage of manpower, however caused, provided it does not affect the employment of any bargaining unit employee.

- 3.03 Such temporary Employees will **not** be deemed to be covered by this Collective Agreement unless and until they **work** ninety (90) days within any twelve (12) month period. In such case the temporary Employee will be considered to have completed their probationary period as specified in this Collective Agreement and will be considered a seniority Employee as of their original date of hire, for the sole purpose of placement on the seniority list. All benefits and other terms of the Collective Agreement to apply upon completion of the probationary period.
- 3.04 Where the Employer cannot fill temporary positions as described above it may resort to the use of placement agencies in which case the provisions of this Collective Agreement shall not apply to persons supplied by the placement agencies.
- 3.05 The Employer shall provide the Union with a list of Employees hired as temporary Employees.
- 3.06 The Employer will schedule paid meetings with the Local 69 Union President and Vice President and designated representatives of the Company a minimum of four **(4)** times per calendar year.

The purpose **for** such meetings will be to address Union/Management relationships, changes of established business practices and any other related business covered under this Collective Agreement. Either party may request to have the Union's National Representative present at such meetings.

The Committee will meet within ten (10) days of any request to do so by either party.

- 3.07 If the Company acquires by way of purchase or in any other manner the business or undertaking **of** any other employer **and/or** business and such operations are merged, it is agreed that either party to this Collective Agreement may apply to the CLRB to deal with any issues relating to the seniority of all merged employees and Collective Agreement provisions relating thereto.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 Except as specifically restricted by this Collective Agreement, all the rights, powers and authority of management are vested in the Employer and remain exclusively and without limitation within the rights of the Employer. Without limiting the generality of the foregoing management's rights shall include:
- (a) the right to select, hire, **promote**, demote, transfer, assign to shifts, classify, layoff, recall, and retire Employees;
  - (b) the right to maintain order, discipline and efficiency, and in connection therewith, to **make**, alter, and enforce, **from time to time** rules and regulations, policies and practices to be observed by Employees;
  - (c) the right to discipline or **discharge** probationary Employees for any non-discriminatory reason and **the** right to discipline or discharge seniority

Employees for just cause, provided that a claim of unjust discipline or discharge may be the subject matter of a grievance by a seniority Employee and may be dealt with as provided in this Collective Agreement;

- (d) the right to operate, maintain and manage the enterprise in order to satisfy the commitments and responsibilities of the Employer, the right to determine the locations of operations and their expansion, reduction or cessation;
- (e) the right to direct the working forces, including the determination of, the scheduling of operations and production, the subcontracting of work, the number of shifts, the methods, processes and means of productions, **job** content, quality and quantity standards;
- (f) the right to use improved methods, machinery and equipment, the right to decide on the number of Employees needed by the Employer at any time, the right to determine, subject to the provisions of this Collective Agreement, the number of hours to be worked, starting and quitting times;
- (g) the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment;
- (h) the determination of all financial policies, pricing and related matters;
- (i) the right to require Employees to undergo medical and clinical examinations at the Employer's expense and the right to require Employees absent from work due to illness to obtain medical certificates at the Employer's expense.

## **ARTICLE 5 - ACCESS TO PERSONNEL FILE**

**5.01** Employees will be permitted, once every twelve (12) calendar months, to access and review their personnel file including any medical file maintained by the Employer in respect of that Employee. A written request for such access must be made by the Employee.

## **ARTICLE 6 - NON-DISCRIMINATION**

**6.01** Every Employee has the right to equal treatment by the Employer and the Union, with respect to employment without discrimination because of race, national or ethnic origin, colour, religion, age, sex, **marital status**, family status, disability, or conviction for an offence for which a pardon **has been** granted, or with respect to their membership or non-membership in the Union.

**6.02** It is **agreed** that, except where otherwise provided in this Collective Agreement, Employees in the bargaining unit **will** not engage in union activities while on duty, and that, the Union will not engage **in union** activities during working hours or hold meetings on the premises of the Employer without the consent in writing of the Employer.

## ARTICLE 7 - DUES DEDUCTION

- 7.01 (a) The employer shall deduct Union dues and other amounts chargeable by the Union in accordance with the provisions of the Canada Labour Code, or an amount equivalent to such Union dues, from the weekly wages of all Employees, and this amount shall be forwarded by the Employer to the Union no later than the 15th day of the month following such deductions.
- (b) The Company will also deduct the Union's initiation fees from any new member from the third pay of the month following the completion of the employee's probation period. This amount will be forwarded to Financial Secretary Treasurer of the local no later than the fifteenth (15th) day of the following month.
- 7.02 The Employer will, in writing, be advised from time to time of the weekly dues amount by the Union. In case of modification in the amount, the Employer will be informed, in writing, at least thirty (30) days in advance of the date set for the first deduction of the new amount.
- 7.03 The Employer cannot be held responsible for other than the actual contributions deducted on the Union's behalf and the Union agrees to indemnify and save the Employer harmless for any claims an Employee or any governmental or other entity or organization may make concerning the amounts deducted from the Employee's earnings in accordance with this Collective Agreement. The Union will refund directly to the Employee any Monies improperly deducted as Union dues,
- 7.04 Should the Union dues deductions be made at the time an Employee is on vacation, the Employer will ensure that such deductions are made to the Employee's vacation cheque.
- 7.05 The annual amount of Union dues paid will be inserted on the Employee's T-4 slip.

## ARTICLE 8 - REPRESENTATION

- 8.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. The Union agrees to provide to the Employer a list of the Union representatives who are appointed for the purposes of representation of the Union, such list will provide the titles of the representatives in question. The Union, will advise the Employer of any changes to this list within ten (10) days following the changes. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 8.02 A negotiating committee of not more than two (2) Employees shall be selected by the Union and recognized by the Employer. This committee may, at any time, be accompanied by up to two (2) outside Union advisers. The Company agrees to pay the negotiating committee their regular hourly rates for all hours spent in negotiating meetings with a company representative up to conciliation.

- 8.03 The Union shall have the right to elect or appoint and the employer shall recognize two (2) Union Stewards.
- 8.04 The Employer agrees that a space at the London Terminal shall be made available so that a Union filing cabinet may be installed. Access to this filing cabinet shall be restricted to designated Union Officials.

## ARTICLE 9 - RELATIONSHIP

- 9.01 On commencement of employment of a new Employee, the Union steward **will** be allowed to introduce themselves to the new Employee and to give the new Employee a copy of the Collective Agreement. The Union steward will be allowed a maximum of fifteen (15) minutes paid time with the new Employee.
- 9.02 The Employer recognizes the right of the Union representatives or stewards to conduct certain duties, during the course of regular working hours, consisting of representation and discussions with the Employer in respect of grievances at the first and second steps of the Grievance procedure. However, Union representatives must obtain permission from their immediate supervisor before leaving their work for this purpose. Such permission shall not be unreasonably withheld. Upon return to work Union representatives shall report to their immediate supervisor.
- 9.03 Subject to the availability of a Union representative or steward for such purpose, an Employee will be entitled to have a Union representative or steward, who is at work, present at a meeting in which discipline is imposed. Where such Union representative or steward is not available, the Employee may select another Employee to attend the meeting with them. If the Employee elects not to be represented, this will not serve to invalidate the discipline imposed. In any event, the Union will be notified of any discipline imposed.
- 9.04 Where an Employee has elected to have a Union representative or steward present at a disciplinary meeting, and where **the** Employee is suspended or discharged, then, the Employee shall be given a reasonable period of time, not to exceed **15** minutes, to be interviewed by their Union representative or steward before leaving the premises of the Employer.
- 9.05 Leave of absence, without pay will be granted to a maximum of two **(2)** seniority Employees to attend Union business functions which shall arise during the term of this Collective Agreement, for a period not to exceed ten (10) working days, per leave, per Employee, per year. Leave of absence for attendance at Union business sessions shall not exceed a cumulative total of thirty (30) working days per year. Such leave request must be made, in writing, **at least two (2) weeks** in advance of the proposed commencement date.
- 9.06 A seniority Employee elected or appointed to a paid full time position within the Union shall be granted up to one (1) year leave of absence without pay. No more than one (1) Employee may take such leave **at** any one time. An Employee on such leave will accumulate seniority but shall not receive any other benefits under this Collective



Agreement. Such leave requests **must be** made, in writing, at least one (1) month in advance of the proposed commencement date. An Employee on such leave shall provide one (1) month's advance notice of the proposed date of his return to work following such leave.

## **ARTICLE 10 - PROCEDURE FOR THE SETTLEMENT OF GRIEVANCES**

10.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

10.02 Any disagreement between the **Employer** and the Union concerning the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement may be considered as a grievance.

Any grievance submitted in writing shall include a brief description of the facts giving rise to the grievance. All such grievances shall be signed by the grievor.

10.03 The procedure for adjustment **of** grievances shall be as follows:

### FIRST STEP

- (a) In the case **of** a grievance other than a grievance dealing with suspension or discharge, the Employee will present this grievance in writing to the Operations Department within seven (7) calendar days, following the event giving rise to such grievance. The Employer may grant another seven (7) calendar days for the Union to complete all the proper paperwork and submit such paperwork to the Operations Manager.
- (b) Within seven (7) calendar days **of** the filing of such a grievance in writing, a written decision from the Operations department must be communicated to the Union Steward.

### SECOND STEP

- (c) In the event that a **written grievance** is not satisfactorily resolved at the first step it may be presented **to** the Operations Manager or their designate within ten (10) working days **of** the date the decision ought to have been given at Step 1.

A meeting shall be held at Step 2 between the Employee and the Union (including a National Representative) where the **Employee** or the Union **so** requests, and the Operations Manager or their designate **within five (5) working days** of the presentation of the grievance at Step 2. **A written** decision must be provided by the Operations Manager **within ten (10) working days** following the meeting.

10.04 Either the Employer or the Union may file a policy grievance concerning the **interpretation**, application, operation **or alleged** violation of the Collective Agreement on a matter arising directly between the Union and the Employer. Such grievances shall commence at Step 2 **of** the grievance procedure.

- 10.05 A seniority Employee who is suspended or discharged may file a grievance at Step 2 of the grievance procedure within three (3) working days of the date the suspension or discharge was imposed.
- 10.06 The Employer may suspend an Employee in order to conduct an investigation prior to notification of dismissal. Such investigation will not exceed ten (10) working days.
- 10.07 A grievance alleging unjust suspension or discharge may be settled under the grievance procedure in any of the following fashions:
- (a) By confirming the Employer's action in suspending or discharging the Employee.
  - (b) By reinstating the Employee with full compensation for lost time.
  - (c) By substituting such other penalty or arrangement as is agreeable to the Union and the Employer.
- 10.08 Time limits may only be extended by mutual agreement in writing between the Employer and the Union.
- 10.09 No grievance may be submitted concerning the termination of a probationary Employee.
- 10.10 All written settlements of grievances shall be final and binding on the Employer, the Union and the Employee(s) concerned.
- 10.11 An Employee implementing any step in the Grievance Procedure may elect to have a Union Steward present for any discussions in connection therewith.
- 10.12 The Company agrees to pay Company Employees involved in a grievance meeting the regular hourly rate for all hours spent at grievance meetings with the Company representative.

## **ARTICLE 11 - ARBITRATION**

- 11.01 Any grievance not settled after exhausting the grievance notice addressed to the other party within ten (10) working days of the date of the decision at Step 2 of the grievance procedure and by naming the party's proposed nominees to the Board of Arbitration at the same time. By mutual agreement, the Company and the Union may elect to choose a single Arbitrator.
- 11.02 Within five (5) working days of receipt of the notice referred to in 11.01 above, the party shall name its nominee of the Board of Arbitration.
- 11.03 The two nominees shall attempt to select a chairman of the Arbitration Board, If they are unable to agree on a chairman within a further fifteen (15) working days following the date of their appointment, either or the parties may then request that the Federal Minister of Labour appoint a chairman.

- 11.04 The Board of Arbitration shall not have the right to alter or change any provisions of this Collective Agreement or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms of this Collective Agreement.
- 11.05 Each of the parties will bear the expense of their nominee to the Board of Arbitration and the parties will equally bear the fees and expenses of the chairman of the Board of Arbitration.
- 11.06 A grievance may only have retroactive effect for up to sixty (60) calendar days prior to the filing of the grievance.

## **ARTICLE 12 - JOB POSTINGS AND TRANSFER**

- 12.01 When a vacancy occurs, such vacancy will be posted for a period of seven (7) working days, Saturdays, Sundays and Holidays excluded. All employees may apply for the posted vacancy on the basis of their respective skills, ability, qualifications and seniority. Where the skills, ability and qualifications of applicants are relatively equal, the employee's seniority shall be the governing factor in determining the successful applicant.
- 12.02 If there is no successful applicant for the job vacancy then the Employer reserves the right to assign to the least senior qualified employee.
- On any job posting the Company agrees to provide the Union with a copy of the job posting, the names of the individuals who applied for the job posting and the name of the successful applicant, if any, for the job posting.
- 12.03 The parties agree that the vacancy resulting from the placing of the successful applicant in the position so posted will be filled by the Employer without posting. Should the successful applicant for a posted vacancy be unsatisfactory, they shall be returned to their former position within thirty (30) days without loss of seniority and the vacancy may be filled without further posting.
- 12.04 The Employer retains the discretion to determine whether or not it is appropriate to fill job vacancies.
- 12.05 Any job which is vacant due to absenteeism, accident, illness, leave of absence, temporary transfer or vacation, shall not be deemed to be vacant for the purposes of this Article.
- 12.06 The Union President will receive in writing, a summary of the drivers names who have filled subsequent vacancies after they have been filled.

### ARTICLE 13 - LAYOFF AND RECALL FROM LAYOFF

13.01 Provided that skill and ability are equal, lay-offs shall be governed by seniority, but bumping seniority lists shall not be allowed until:

- (a) Two consecutive normal working days of lay-off have elapsed before employees on the City List may bump employees on the Highway List.
- (b) Two consecutive normal working days of lay-off has elapsed before employees on the Highway List may bump employees on the City Drivers List.
- (c) It is understood that the two consecutive day lay-off provision shall only be applied against an employee once in any two consecutive week period.

A senior employee who is laid off shall be entitled to bump into a particular job if he can perform the work in question.

13.02 If a continued loss of work exists for an employee through a shortage of work within any department, or in the case of a pending lay-off, the Company or the Union may request a meeting to discuss the possibility of alternate work for the employee,

13.03 An employee moving from one classification to another to avoid lay-off shall be considered temporary in such group and will remain in that classification only until work in his previous job classification becomes available.

13.04 If an employee is laid off and not recalled for a period of time equal to their seniority as at the date of lay-off, minimum of one (1) year, or, for a maximum period of twenty-four (24) months, whichever shall first occur, their name shall be struck from the seniority list and shall cease to be an employee of the company.

13.05 In the event that the Company shall find it necessary to lay off an employee, probationary employees shall be laid off first and thereafter seniority shall govern. Employees shall be recalled in the reverse order to lay-off and no probationary employee may be recalled until all those on the seniority list have been recalled,

### ARTICLE 14 - SENIORITY

14.01 Seniority in this Collective Agreement shall mean the length of continuous service in a position covered by the bargaining unit while in the employ of the Employer.

14.02 (a) Probationary period for any new Employee shall be a period of ninety (90) days worked within any twelve (12) months. Following successful completion of the probationary period the Employee will become a seniority Employee for the purposes of this Agreement. The seniority date of an Employee who successfully completes the probationary period will date from his first day of hire, for the sole purpose of placement on the seniority list all benefits and other terms of the Collective Agreement to apply upon completion of the probationary period.

- (b) During the probationary period an Employee may be disciplined, laid off or discharged by the Employer notwithstanding the provisions of this Collective Agreement.

14.03 Where two **(2)** or more Employees have the same seniority date it is agreed that the respective seniority of the two (2) Employees will be governed by the alphabetical order of the respective family name and given name.

14.04 An Employee shall lose all seniority and their employment shall be deemed to be terminated in the following circumstances:

- (1) should they voluntarily quit their employment;
- (2) should they retire in accordance with the Employer's standard retirement policy or otherwise;
- (3) should they be discharged for just cause;
- (4) should they fail to return to work within five (5) working days after having been notified to do so by registered mail to their last known address in the records of the Employer, upon recall from layoff;
- (5) should they accept gainful employment while on leave of absence without first obtaining consent from the Employer in writing;
- (6) should they fail to return to work following completion of an authorized leave of absence;
- (7) should they be laid off for a period of time equal to their seniority as at the date of lay-off, minimum of one **(1)** year, or, for a maximum period of twenty-four **(24)** months, whichever shall first occur;
- (8) should they be absent from work as a result of sickness or injury and unable to return to work, for a period of time equal to their seniority as at the date of sickness or injury (minimum of one **(1)** year) or for a maximum period of twenty-four **(24)** months, whichever shall first occur;
- (9) should they be **absent** from work for a period of three (3) consecutive days without notifying the Employer of **such** absence and without providing a reason satisfactory to the Employer for such absence; and
- (10) should the Employee have his driver's license suspended for any reason for a period of twelve **(12)** months or more. This clause shall not be interpreted as limiting the right of the Employer to discipline Employees in the normal course.

14.05 Seniority lists will be prepared and posted by the Employer within thirty (30) working days following the signing of this Collective Agreement and every four **(4)** months thereafter. The seniority list **will show the** names of the Employees, their classification and their seniority date. A copy of the seniority list shall be remitted to the Union.

Any dispute regarding the relative seniority ranking of an Employee must be made in writing within twenty (20) working days following the posting of the seniority list. After twenty (20) working days such lists, as amended, shall be considered final and binding on the Employer, the Union and affected Employees.

14.06 Employees promoted outside the bargaining unit will retain their seniority after promotion for a twelve (12) month period only. Such Employees shall not accumulate seniority while outside the bargaining unit.

## **ARTICLE 15 - PAID HOLIDAYS**

15.01 (a) The following paid holidays shall be granted with pay equal to nine (9) times the employee's hourly rate during the term of the collective bargaining agreement effective December 1, 1997:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Remembrance Day (Civic Holiday)
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day
10. Employee's Birthday
11. Floating Holiday
12. Floating Holiday
13. Floating Holiday

15.02 The floating holidays will be on days selected by the employee provided one week's notice is received by the Company, and further the number of employees off at one time from each classification may be restricted if more than one employee requests the same day.

15.03 An Employee will be paid for a Holiday provided that they:

- (a) are a seniority Employee;
- (b) work their last regularly scheduled shift immediately preceding, and their first regularly scheduled shift immediately following, such Holiday unless they are excused by the Employer; and,
- (c) have actually performed work for the Employer and received wages for at least fifteen (15) days during the thirty (30) days immediately preceding the General Holiday.

15.04 If an Employee is required to work on a holiday and such day is not part of their regular work schedule then, they shall be paid for all hours worked on the holiday at the rate of

one and one-half times their regular straight time hourly rate in addition to their holiday pay.

- 15.05 If any of the above holidays fall on a non-working day for an Employee then the Employer shall designate another day as the paid holiday,

## ARTICLE 16 - VACATIONS

- 16.01 The Company's vacation year shall run from January 1st through December 31st. Employees shall receive an annual vacation with pay in accordance with the following schedule for years of service as of their anniversary day. The Company Policy manual will provide the method of calculating accumulated vacation eligibility.

One Year Service

2 weeks' vacation with pay of 4% earnings for the previous year ended December 31st.

Five Year's Service

3 weeks' vacation with pay of 6% earnings for the previous year ended December 31.

Twelve Year's Service

4 weeks' vacation with pay of 8% earnings for the previous year ended December 31.

Twenty-two Years' Service

5 weeks' vacation with pay of 10% earnings for the previous year ended December 31.

Note: Employees will be entitled to all vacation allowance increases, after their anniversary date of employment.

## ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 A seniority Employee is entitled to and shall be granted in the event of a death of a parent, spouse, common law spouse, brother, sister, child, mother in law, father in law, grandparent, son in law, daughter in law, grandchild, brother in law and sister in law, bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of death, without loss of wages.
- 17.02 The Employer may request evidence of bereavement where a claim is made by an Employee.
- 17.03 Where an Employee is entitled to compensation in accordance with this Article, the Employee shall be paid, for the number of hours they would otherwise have worked to a maximum of nine (9) hours, at their regular straight time hourly rate.
- 17.04 If an Employee requires a reasonable Leave of Absence for the purpose of Bereavement, and provides evidence of same, the Employer may grant a Leave without pay.

Such a Leave of Absence will be determined, without precedence, depending on the individual circumstances of the Employee who has requested such a leave,

#### **ARTICLE 18 - POSTING OF NOTICES**

**18.01** The Employer agrees to allow the Union to post notices of meeting and other routine Union business and affairs on a bulletin board provided by the Employer for such purposes. It is agreed, however, that before posting, such notices must first be approved by the Employer, which approval shall not be unreasonably withheld.

#### **ARTICLE 19 - STRIKE AND LOCK-OUT**

**19.01** For the duration of this Collective Agreement and as long as negotiations for its renewal are not broken off and the right to strike has not been acquired, the Union agrees that there will be no strike, work stoppage, slow-down, occupation of the sites, work reduction, wherever it might be, in any form, duration or extent.

**19.02** The Employer agrees that there will be no lock-out during this same period.

#### **ARTICLE 20 - APPOINTMENT OF A MEDICAL ASSESSOR**

**20.01** In the event of a difference of opinion concerning a worker's fitness for work or any related issue concerning an Employee's medical or clinical condition, the parties agree to appoint an independent medical assessor to render a decision binding on the parties as well as the Employee in question with respect to the matters in dispute.

**20.02** The medical assessor shall be appointed in a fashion similar to the appointment of a chairman of a Board of Arbitration.

#### **ARTICLE 21 - LOG BOOKS**

**21.01** The Employer will provide Employees with log books as applicable, such Employees shall log the entire TRIP in such log books and in particular the Employee shall be required to enter in the daily log all matters specified in applicable federal and provincial labour and transportation legislation and regulations.

**21.02** Without limitation, Employees shall comply with all applicable federal and provincial legislation, and regulations pertaining to hours of operation, hours of rest and total hours worked in a week. Failure to comply wilfully with such legislation and regulations shall constitute just cause for the termination of the Employee's employment.



## ARTICLE 22 - SAFETY SHOES

- 22.01 i) Upon proof of purchase provided by the Employee to the Employer, the Employer will contribute up to a maximum of eighty five dollars (\$85.00) plus tax once per contract year, for the purchase by the Employee of approved Safety boots. Employees shall be reimbursed for such expenses only after the completion of twelve (12) months of employment.
- ii) One (1) pair of suitable gloves twice per year.
- iii) One (1) pair of coveralls or smock, upon request, when working on stake and racks.

## ARTICLE 23 - PAY PERIOD

- 23.01 The pay period shall be on a weekly basis in accordance with the past practice of the Employer.
- 23.02 Minor pay shortages will be paid the following pay period when brought to the attention of the Company. In the event of the employer's oversight, shortages in excess of seventy-five dollars (\$75.00) gross pay will be paid within two (2) business days when brought to the attention of the Company.

## ARTICLE 24 - MEDICAL EXAMINATIONS

- 24.01 Any medical examination requested by the Employer shall be promptly complied with by all Employees, provided, however, that the Employer shall pay for all such examinations. The Employer reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an Employee, have said Employee re-examined at the Union's expense.
- 24.02 When a medical examination is required by the Employer, the following conditions shall apply:
- (a) If an Employee takes a medical examination during his normal working hours, he shall be paid for the time involved at the regular hourly rate and thus not lose any pay as a result of his taking a medical examination.
  - (b) If a medical examination is taken after working hours, the Employee shall be paid ten dollars (\$10.00) and shall in such cases receive at least three (3) days' notice prior to the appointment with the doctor.
  - (c) If a medical examination is taken during working hours, one (1) day's notice will be given the Employee.
  - (d) A report of the examination will be made available to the Employee through the doctor designated by the Employer.

- (e) No Employee shall be required to take a medical examination on a Saturday unless the Employee **so** requests and does so voluntarily.
- (f) Medicals are not to exceed Government Standards.
- (g) In the event the Employer elects to have the Employee examined in another city which is not adjacent to their home community or home terminal they shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

#### **ARTICLE 25 - COMPANY MEETINGS**

- 25.01** Employees required to attend Company meetings shall **be** paid for time attending such meetings at their straight time hourly rate.
- 25.02** Meetings of **a** voluntary nature **or** at the request of an Employee shall not be compensated.

#### **ARTICLE 26 - LEAVE OF ABSENCE**

- 26.01** The Employer may grant, to a seniority Employee, a leave of absence, for legitimate personal reasons, without pay and without loss of seniority, for a maximum period of one **(1)** year.
- 26.02** Requests for a leave of absence by an Employee must be made in writing, signed by the Employee, specifying the length of leave requested and the purpose of the leave. Such requests must be made at least fifteen (15) working days in advance of the proposed commencement of the leave.
- 26.03** A leave of absence shall be granted on the condition that the Employee shall not, during the period of leave, accept other employment in the transportation industry.
- 26.04** An Employee on leave of absence shall not receive any of the employment benefits provided in this Collective Agreement.
- 26.05** Where **a** leave of absence is granted by the Employer, the **terms of** the leave of absence shall be specified in writing, setting out the length of leave of absence authorized, the purpose for which the leave has been authorized, and the conditions, if any, on which it is granted.
- 26.06** In making **a** decision **as** to whether **or not to** grant a request for **a** leave of absence the Employer may at all times take into consideration the needs of the business and in any event, **unless otherwise** mutually agreed in writing between the Parties, such leaves shall be limited to a maximum of two **(2)** Employees.

- 26.07 An Employee desiring to return to work following a leave of absence must report to the Employer at least fifteen **(15)** working days prior to the end of the leave of absence.
- 26.08 In the event that a leave of absence is **not** used for the purpose for which it was requested, this shall constitute just cause for discharge.
- 26.09 The company will pay an Employee for jury duty or subpoenaed as a witness the difference between nine **(9)** hours pay at the prevailing rate and the sum received by the Employee for jury duty or acting **as** subpoenaed witness for each day the said employee is required to serve.

## ARTICLE 27 - PAYMENT

- 27.01 The following hourly and mileage rates shall pertain to drivers and shunters during the term of this Collective Agreement:

Effective December <b>1, 1997</b>	Effective December <b>1, 1998</b>
Hourly Rate - <b>\$14.25</b>	Hourly Rate - <b>\$14.50</b>
Mileage Rate - <b>\$0.33 per mile</b>	Mileage Rate - <b>\$0.33 per mile</b>
Effective <b>May 1, 1999</b>	Effective December <b>1, 1999</b>
Hourly Rate - <b>\$14.50</b>	Hourly Rate - <b>\$14.75</b>
Mileage Rate - <b>\$0.34 per mile</b>	Mileage Rate - <b>\$0.34 per mile</b>

Probationary employees will be paid **\$2.00** per hour and \$0.04/mile less than seniority employees.

- 27.02 The company will pay an additional thirty (30) cents per hour to Employees working in the capacity of Lead Hand when used as a dispatcher.
- 27.03 The mileage rate provisions shall apply to all TRIPs in excess of Forty Five **(45)** mile radius, from the Employee's home terminal, with the mileage rate to apply to the total TRIP mileage.
- 27.04 Mileage shall be calculated by **PC\*Miler** practical route.
- 27.05 On a quarterly basis the Company agrees to meet with the representatives of the Union to review any mileage **TRIPs** where the differential between mileage calculated by **PC\*Miler** book mileage and the actual recorded mileage is in excess of six percent **(6%)**. Where the parties reach agreement concerning modification of specific TRIP mileage, Employees shall be reimbursed for any such differential for a maximum of a **three-month** retroactive period.
- 27.06 Employees, shall be remunerated on the basis of the practical route unless the Employer has issued alternative instructions.
- 27.07 When an Employee is required to load or unload non-palletized product then the Employee shall be paid their regular straight time hourly rate for all hours **so** worked

from the appointment or assignment time. In the event that a load of palletized product is required to be broken down by hand then the Employee shall be paid in the manner specified in this clause.

- 27.08** The parties agree that all loading and unloading times will be duly noted on the customers bill of lading or other agreed form and signed by the shipper or receiver and the driver, with the unit number indicated, and in such case the reasons prolonging loading or unloading beyond normal duration shall be explained on the bill of lading and shall be initialled by the shipper or receiver and the driver,
- 27.09** i) Except as otherwise provided, Employees on highway trips shall be paid one quarter hour for each hook or drop other than the initial hook and final drop of each trip. Such payment shall be in lieu of hourly rate. All switches (a combination of a hook and a drop) shall be paid one half hour pay except when multiple switches or a series of hooks and drops occur in which case the Employee will be paid at his straight time hourly rate for the total time spent.
- ii) The Company agrees to pay Employees on highway trips one quarter hour for initial hookups and trip check, one quarter hour for final drop and one quarter hour per day for fuelling with a submitted ticket.
- 27.10** For HOURLY RATED TRIPS, Employees shall be allowed fifteen (15) minutes before leaving the yard and fifteen (15) minutes upon return to the yard.
- 27.11** During terminal time when repairs are being done to a tractor or trailer, such time must be specified on the driver's time sheet and authorized by the applicable mechanic. Such authorized time shall be remunerated at the Employee's straight time hourly rate.
- 27.12** An Employee will be paid at their regular hourly rate from the time they reach their first destination until they leave their final destination when the work performed is in the same city. This provision does not apply to a driver returning to the London terminal from a London customer or affiliated company.
- 27.13** Where an Employee performs work at an affiliated company or affiliated terminal the Employee will be paid at his regular rate of pay. The time spent should be authorized by the dispatcher/shunter where available at each location. The present locations include but are not limited to Fickling Cartage, SLP Burlington, SLP Markham, Pillsbury Tecumseh, Levers (London) and L.C.B.O. warehouse (London).
- 27.14** Where an Employee performs multiple loading or unloading the Employee will be paid at their straight hourly rate.
- 27.15** Employees shall be paid one quarter hour (1/4) for all U.S. Border crossings. This payment includes all time associated with the Border crossing including filling out the appropriate paperwork including but not limited to the manifest. Such payment will be in lieu of hourly rate. However, if the Employee has to clear the load through a Custom Broker at the Border then the Employee will receive a total of one hour's pay. Such payment will be in lieu of hourly rate.

## ARTICLE 28 - SPECIFIC PROVISIONS

### 28.01 Definitions

i) **HOURLY TRIPS** - For the purpose of payment the TRIP will be defined as an **HOURLY RATED TRIP** if the Employee does not travel more than 45 miles from London as calculated by **PC\*MILER** practical route.

ii) **MILEAGE TRIPS** - For the purposes of payment, the Employee will be classified as being on a **MILEAGE TRIP** if the Employee is not on an **HOURLY TRIP**.

iii) **TRIPS** - For the purposes of payment **TRIPS** will be defined as from the driver's point of origin to the driver's final destination with all pickups and deliveries in-between included.

- 28.02 Except as otherwise provided, Employees on **MILEAGE TRIPS** shall be paid one hours pay for unloading or loading vans provided the load weighs 20,000 or more or occupies over 75% of the cubic capacity of a 48 foot trailer. Such payment shall be in lieu of hourly rate.
- 28.03 Except as otherwise provided, Employees on **MILEAGE TRIPS** shall be paid one half hour for unloading or loading vans if the load does not weigh 20,000 or more or does not occupy over 75% of the cubic capacity of a 48 foot trailer. Such payment shall be in lieu of hourly rate.
- 28.04 For **HOURLY TRIPS**, Employees shall be paid at their straight time hourly rate for a maximum of thirty (30) minutes of waiting time prior to the scheduled appointment time at a customer.
- 28.05 For **MILEAGE TRIPS** less than 500 kilometres, with regards to Article 28.02, the Employee shall be paid their regular hourly rate after the first hour.
- 28.06 For **MILEAGE TRIPS** less than 500 kilometres, with regards to Article 28.03, the Employee shall be paid their regular hourly rate after the first one half hour.
- 28.07 For drivers being paid for **MILEAGE TRIPS** the Employee will not be paid less than nine (9) hours pay at the Employee's regular rate, provided that the Employee shall be available to perform a minimum of nine (9) hours of work if required in a given day,
- 28.08 An Employee on an **HOURLY RATED TRIP** will not be paid less than five (5) hours pay at the Employee's regular rate, provided that the Employee shall be available to perform a minimum of five (5) hours of work if required in a given day.
- 28.09 For **MILEAGE TRIPS** greater than 500 kilometres, with respect to loading and unloading of vans and flat-decks, Employees shall be paid at their regular straight time hourly rate after the first two (2) on-duty hours, excluding unpaid lunch, following appointment time and until the loading or unloading is completed.

## ARTICLE 29 - GROUP INSURANCE BENEFITS

29.01 The Company will contribute towards an R.R.S.P. as follows:

Effective May 1, 1996 - \$50.00 for each full month for each seniority employee.

29.02 The Company Group Insurance Plan consists of the following:

Life: 1 X Annual Earnings to a maximum of \$100,000

Accidental Death and Dismemberment:

60% of monthly earnings to a maximum benefit of \$2,000 per month;

Elimination Period of 119 days

Terminates at age 65

C.P.P. offset - primary

Any Occupation

Extended Health Care

Semi-private Hospital room

Professional and Medical Care

Vision Care - \$100/family member/24 months

Prescription Drug Plan.

29.03 The Company agrees to cover Seniority Employees for a maximum period of 12 months from the date of layoff.

## ARTICLE 30 - PAYMENT FOR SAFETY AND HEALTH COMMITTEE MEETINGS AND ACTIVITIES

30.01 Members of the Safety and Health Committee shall be remunerated in accordance with the provisions of the Canada Labour Code Sections 135(9) and 136(5), and their successor provisions, while **performing** functions and duties mandated by the Canada Labour Code.

## ARTICLE 31 - DISPATCH PROCEDURE

31.01 (a) **All** dispatches of work shall be assigned to drivers who are qualified and experienced in such work, on the **basis** of seniority, subject to their availability for work at the time the dispatch is assigned.

(b) Company Seniority drivers within **a** division from the home terminal shall be assigned to a dispatch before **a** Driver Service driver, subject to their qualifications and availability for **work** at the time dispatch is assigned.

31.02 Dispatches will be arranged where practical, **so** as to allow drivers a maximum of two **(2)** hours to report for duty after being **so** notified.

- 31.03 A driver will not be considered available for dispatch unless they have had ten (10) hours **off** duty. Notwithstanding the above, the Parties agree that where there is no Employee with ten (10) hours off duty, then the Employee with the most hours off duty will be dispatched, provided that a driver has had a minimum of eight (**8**) hours off duty.
- 31.04 The Company has sole authority to determine what loads are available for dispatch.
- 31.05 Employees must notify the dispatch department of their availability for a next day's assignment by 5:30 p.m. advising of **how** they may be reached for assignment. Failing such notice an Employee waives their right to be considered for available assignments.
- 31.06 Where practical dispatches will be made by 5:30 p.m.
- 31.07 Assignments which become available after 5:30 p.m. and after an Employee has already been dispatched will be made available to remaining Employees.

#### ARTICLE 32 - DRIVER EXPENSES (HOLD OVERS)

- 32.01 For all Holdovers designated by the Company, the Company will pay to the Employee the sum of \$40.00 in lieu of expenses where an Employee sleeps in the bunk for a period of six (6) hours or more. Such \$40 payment shall thereafter apply to each successive twenty-four (24) hour period on the same terms and conditions. If a sleeper cab is not provided by the Company, a sum will be paid to the driver for reasonable accommodation, with the production of a receipt. If a sleeper cab is provided, the Company will pay for reasonable accommodation (with Motel receipt) for the second and subsequent nights.
- 32.02 When an Employee is on holdover without moving, for a period in excess of sixteen (**16**) hours then the Employee shall be entitled to a maximum of four (**4**) hours pay at the straight time hourly rate, if the Employee has not moved for a total of twenty four (24) hours, the Employee will be entitled to another (4) hours pay at the straight time hourly rate. The payment schedule shall continue as set out above until the Employee has moved.
- 32.03 The Company will provide advance monies for all reasonable expenses expected to be required by the Employee to conduct authorized Company business. Such expenses shall include but not be limited to: toll bridge and highway fares etc.

#### ARTICLE 33 - BREAKDOWN POLICY

- 33.01 On hourly rated TRIPS the Employee shall receive their straight time hourly rate for all breakdown time until the repairs are effected or until the Employee is returned to their home terminal, whichever shall first occur.
- 33.02 On mileage TRIPS the Employee will be paid for a maximum of nine (9) hours per twenty-four (24) hour period of breakdown time, plus reasonable accommodation and

meal expenses upon presentation of receipts at their home terminal and until repairs are effected. If the Employee is instructed to return to their home terminal because of the impracticality of completing repairs in reasonable time, the Employer shall pay for all associated expenses.

#### **ARTICLE 34 - HOURS OF WORK AND OVERTIME**

- 34.01 Overtime work shall be paid at the rate of time and one-half the Employee's straight time hourly rate for all hours worked in excess of ten (10) hours per day. The parties understand and agree that all hours spent on MILEAGE TRIPS shall not be included for the purpose of calculating hours worked for the purpose of overtime calculation.
- 34.02 The work week will normally be Monday to Friday.
- 34.03 The work week may commence on Sunday.
- 34.04 The Union agrees to cooperate with the Employer in the scheduling and working of overtime.

Where the Employer has overtime work available it will normally be offered first to available, experienced, qualified, on-duty Employees, who normally perform the work. If a sufficient number of volunteers for such overtime are not obtained, the Employer may next offer such overtime to experienced, qualified, off-duty Employees who normally perform the work, on the basis of seniority, if sufficient volunteers for such overtime are not obtained, then the junior experienced, qualified, off-duty Employee(s) shall work the required overtime.

- 34.05 On an HOURLY TRIP, Employees shall be paid at their straight time hourly rate for two (2), fifteen (15) minute coffee breaks per shift to be taken at the Employer's discretion.
- 34.06 Employees shall take a 30-minute unpaid lunch break to be scheduled at the Employer's discretion and to be scheduled so as not to unduly cause a disruption in service to customers.
- 34.07 Time spent on coffee breaks shall be included for the purpose of all overtime calculation.

#### **ARTICLE 35 - MATERIAL AND EQUIPMENT**

- 35.01 The parties to this Collective Agreement will continue to cooperate in order to maintain a high level of safety and to reduce as much as possible the accidents and accident risks.



## EQUIPMENT

- (a) It is to the mutual advantage of both the Employer and the Employee that Employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty of Employees to report promptly in writing to the Employer all defects in equipment.
- (c) It shall be the duty and responsibility of the Employer to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's regulations.
- (d) The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.

**35.02** The Employer will endeavour to keep speedometers and tachometers in proper working order and reasonably accurate.

**35.03** The Employer will not compel any Employee to operate a vehicle in excess of the legal load limits.

**35.04** in the event that Employees are required to handle hazardous material, they shall be supplied with the necessary personal protective apparel and equipment as required by the **Canada Labour Code**.

**35.05** The Employer will ensure that the following equipment is maintained in operating condition on **all** highway vehicles:

- (a) brakes, stop and signal lights;
- (b) steering;
- (c) heater and defroster;
- (d) exhaust system;
- (e) indicator or air pressure warning system;
- (f) headlights and taillights;
- (g) windshield wipers;
- (h) heated mirrors on both sides for trucks when possible;
- (i) convex mirrors on both sides;

**35.06** The Company **will** ensure that **all** Employees will be trained in the safe and proper method of handling any material or operating equipment they are required to handle or operate, Employees will be paid for **all** time spent in training at the regular hourly rate.

**ARTICLE 36 - PRIOR AGREEMENTS**

36.01 It is understood and agreed that all previous agreements whether oral or written by and between the Employer and any of its Employees or the Union are superseded by this Collective Agreement.

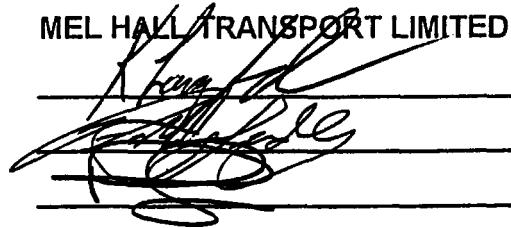
**ARTICLE 37 - TERM OF THE AGREEMENT**

37.01 This Collective Agreement shall commence on December 1, 1997 and shall remain in force and effect for the period of three (3) years until November 30, 2000 and shall continue **from** year to year thereafter provided however that either party may, not less than thirty (30) days nor more than nine (90) days prior to the termination date hereof give notice **of** the other party to terminate this Collective Agreement or to negotiate revisions hereto.

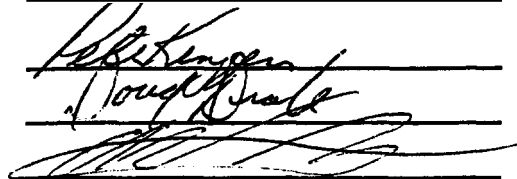
37.02 A one time lump sum payment to all seniority bargaining unit Employees employed as of December 1, 1997 of four hundred dollars (\$400.00) on **or** before December 15, 1997. This does not apply to probationary employees.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

MEL HALL TRANSPORT LIMITED



COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION  
OF CANADA, LOCAL 69



# LETTER OF UNDERSTANDING



Drivers dispatched to perform city work prior to going out on a highway trip, will be paid their hourly rate from the time they begin until the time they depart on a highway trip.

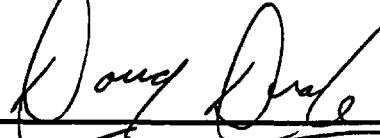

Drivers returning to the city from a highway trip will be paid their hourly rate from the time they are dispatched to begin city work, until the time they return to the yard.

DATED THIS Jan 26/99

FOR THE COMPANY

FOR THE UNION

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

# LETTER OF UNDERSTANDING




The following constitutes the agreement between the parties on modification of Article 11.01

11.01 - toreadas;

11.01 Any grievance not settled after exhausting the grievance procedures outlined in Article 10 may be submitted to arbitration by either the Union or the Company giving written notice addressed to the other party within ten (10) working days of the date of the decision at Step 2 of the grievance procedure and by naming the party's proposed nominee to the Board of Arbitration at the same time.

DATED THIS JAN 26/99

FOR THE COMPANY

FOR THE UNION

