

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**JOHN GRANT HAULAGE LIMITED**

- and -

**TEAMSTERS LOCAL UNION NO. 879**

Affiliated with the  
**International Brotherhood of Teamsters**

**July 1, 2003 to June 30, 2008**

**RECEIVED**  
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# CHANGE OF ADDRESS

**Dear Brothers/Sisters :**

We require up-to-date addresses for all of our Teamster members. When you receive your Union dues receipt, if the receipt reads **BAD ADR** this means **BAD ADDRESS** or **INCORRECT ADDRESS**.

If your dues receipt reads **BAD ADDRESS**, or the address on the receipt **is incorrect**, please let us know by either mailing in a correct address to TEAMSTERS LOCAL NO. 879, 460 Parkdale Avenue N., Hamilton, Ontario, L8H 5Y2 or by calling the Hamilton office at:

(905) 547-3231      or      1-800-528-8879

Your assistance in this matter would be appreciated.

# **ATTENTION**

## **TEAMSTERS LOCAL 879 MEMBERS**

**It is extremely important that if you receive a job-related injury the following steps and recommendations be followed enabling the W.S.I.B. to process your reports in a timely fashion.**

### Important WSIB Information All Members Should Know: How to Report an Incident and/or Accident

#### *“Steps to Follow in Case of Injury”*

1. **INCIDENT AND/OR ACCIDENT,** Report immediately to supervisor, (foreman) and union steward. If Doctor or health care professional suggest time off, get it in writing at the time it is recommended.
2. **REPORT INJURY PROPERLY** Workers reporting incidents and/or injuries must always include: time, place, type and cause of injury, full names of witnesses and a full explanation of how the injury occurred and what they were doing.
3. **COLLECT WITNESS INFORMATION:** Have your witnesses write down what happened, date, time, and sign it. When reporting an incident and/or injury it is in your best interest to have a job steward or witness present.
4. **BE CONSISTENT IN YOUR REPORTS:** You have to fill out first-aid, employer, hospital admittance, emergency room doctors and your own doctors' reports. WSIB will receive copies of all reports.
5. **LET PEOPLE KNOW OF YOUR PAIN:** This helps document injuries that are not visible or seem inconsequential at the time.
6. **KEEP ALL CORRESPONDENCE:** Keep a journal of all conversations with WSIB. Keep short notes of what both parties have said. Take copies of all correspondence and keep a copy for your personal file.
7. **KEEP COOL:** When talking to the WSIB, stay cool. The Board documents all incidents.

## **UNION DUES RECEIPTS**

Please be advised that receipts for Union dues are sent to your Steward, generally the Chief Steward.

If you have not received your dues receipt, check with your Steward.

Should you have any questions in this regard, contact the dues department in the Teamsters 879 Hamilton office at 547-3231 or 1-800-528-8879.

# **MEMBER'S REMINDER**

## **APPLICATION FOR WITHDRAWAL**

Application for a withdrawal card must be filed with the Union office within ten(10) days by the member who has been laid-off, terminated or is discharged from the Company, including sickness, accident or leave-of-absence.

**THIS IS THE SOLE RESPONSIBILITY  
OF THE MEMBER.**

Members who fail to file an application for withdrawal with the Union office will immediately fall into arrears.

Should a member **return to work at any time** during this period the withdrawal application will become null and void, and if once again absent for work for any reason must re-apply for withdrawal.

Applications for Withdrawal are to be sent to:

TEAMSTERS LOCAL UNION NO. 879  
460 Parkdale Ave. N.  
Hamilton, Ontario L8H 5Y2  
Phone: (905) 547-3231  
Fax: (905) 545-4633

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# **COLLECTIVE AGREEMENT**

BETWEEN:

## **JOHN GRANT HAULAGE LIMITED**

**of Mississauga, Ontario**

*(hereinafter referred to as the Company)*

- and -

## **TEAMSTERS LOCAL UNION NO. 879**

**Affiliated with the**

**International Brotherhood of Teamsters**

*(hereinafter referred to as the Union)*

### **ARTICLE 1 - PREAMBLE**

- 1.1 The general purpose of this Agreement is in the mutual interests of the Company, the Union and the employees, and is to provide for the operation of the Company and methods which **will** further to the fullest extent possible, the safety of employees, economy of operation, quality and quantity of output; and to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this contract, and to set forth wage rates, hours of work and other working conditions. It is recognized **by** this Agreement to **be** the duty of the Company, the Union **and** the employees to co-operate fully, individually and collectively for the advancement of these said conditions.

### **ARTICLE 2 - RECOGNITION**

- 2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company, save and except foremen, those above the rank of foreman, office and sales staff.

- 2.2 The Company agrees not to enter into any agreement or contract with its employees as described in the preceding Section 2.1, individually and/or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 2.3 This Agreement covers the terms and conditions of employment of employees only while they are employed by the Company.
- 2.4 Employees of the Company who are not members of the Bargaining Unit shall not perform any work covered by this Agreement while employees in the Bargaining Unit are available.

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

- 3.1 All employees covered by this Agreement, whether members of the Union or not, as a condition of employment, shall sign an authorization on the agreed form. Such authorization shall remain in force subject to the conditions set forth in this Article and in the deduction authorization.
- 3.2 The Company shall deduct Union dues from each employee's pay, including probationary employees, in a manner as directed by the Local Union, and shall, not later than the fifteenth (15<sup>th</sup>) day of the succeeding month, remit such monies so deducted to the Financial Secretary of the Local Union, along with a list of the names and social insurance numbers of employees from whose pay such deductions have been made, including the names and social insurance numbers of employees who have left the bargaining unit since the last remittance. During the term of this Agreement such deduction authorization shall be irrevocable.

The Company agrees to make all payroll deductions authorized by employees for contributions to the Credit Union.



- 3.3 It is understood and agreed that the Union shall save the Company harmless from any and all claims which may be made against it by any employee or employees for the amounts deducted from wages as herein provided.
- 3.4 All present employees shall, as a condition of employment, become members of and maintain their membership in the Union and all new employees who are hired after the date of the signing of this Agreement shall become members of the Union and shall maintain such membership in the Union for the duration of this Agreement. Membership in the Union shall mean that all employees must pay or have paid their Initiation Fees and monthly dues to the Local Union in a manner and procedure as outlined in Sections 3.1 and 3.2 of this Agreement.
- 3.5 It is further understood and agreed that all new employees hired after the date of the signing of this Agreement shall have one-half (1/2) of their Union Initiation Fees deducted from their pay on the first and second occasion when their monthly dues for the Initiation Fees shall be forwarded to the Union in the same manner and with sufficient explanatory notation as provided in Section 3.2. Upon proper authorization from the Union any member who is in arrears of Union Dues and Initiation Fees will have them deducted by the Employer and remit such monies to the Union.
- 3.6 The Company shall show the yearly Union monthly dues deductions on employees' T4 slips.
- 3.7 Union dues will not be deducted from an employee who is off work due to sickness or injury when such employee has pay owing to him by virtue of the paid General Holidays provided under Section 11.5.3 of this Agreement.
- 3.8 **Each pay period of each month the Employer will contribute the amount as listed below per hour for**

each hour worked by all bargaining unit employees, including but not limited to full-time, part-time, owner-operators, casual, students, probationary, etc., to the Teamsters Local Union **No.** 879 Union Advancement Fund. A separate cheque will be issued for this monies to the Teamsters Local Union No. 879 Union Advancement Fund and will be sent to the Local Union monthly at the same time as the Union dues and check-off lists are remitted.

Effective July 2003 - 1¢ per hour  
July **2004** - **2¢** per hour  
July 2005 - 3¢ per hour  
July 2006 - 4¢ per hour  
July 2007 - 5¢ per hour

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS**

- 4.1 The Union recognizes that the Company has the exclusive right to manage the business and to exercise all the customary prerogatives of management, except those specifically curtailed in **this** Agreement.
- 4.2 The Company agrees that any dispute between the Company and an employee arising **from** a penalty or penalties imposed upon the employee by the Company may be subject for grievance procedure which shall include Arbitration if necessary.
- 4.3 The Company and the Union agree to recognize the Rules and Regulations as those negotiated and revised to the degree now shown and attached as Schedule "A" of this Agreement. The Union shall print and attach to each Agreement for use of the Company, the, Union, and the employees, a copy of the above-mentioned Rules and Regulations and penalties involved. However, nothing contained herein shall prevent the Company from adding additional Rules and Regulations and penalties involved as negotiated and agreed between the Company and the Union.

- 4.4 No information relating to an employee's record of infractions of Company's Rules and Regulations shall be given to any other possible employer or an employee.
- 4.5 The business of Carcem Transport acquired from Provost Bulk Transport Inc., will be transferred to the Company within three (3) days of ratification and the employees of Carcem Transport employed in the conduct of such business will also be transferred to the Company with such seniority with the Company as they had with Carcem Transport.
- 4.6 During the term of this Collective Agreement, the Company will not open any new yards to service the hauling of cement for St. Lawrence Cement Inc., Clarkson, Ontario, unless there is a Collective Agreement entered into between the Company and the Union with respect to the employees working out of such new yard, which Collective Agreement shall provide for such rates, terms and conditions as shall be mutually agreeable to the Company and the Union;
- 4.7 The Company will take such action as it can to have the employees of Carcem Transport, working out of London, Ontario depot and hauling cement for St. Lawrence Cement Inc., Clarkson, Ontario, perform work normally performed by the Company only when no employees of the Company are available to perform such work; it being understood that the Company cannot control the dispatch of orders by St. Lawrence Cement Inc.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.1 During the term of this Agreement there shall be no lockout by the Company or any strike, sit-down, slow-down, work stoppage or suspension of work, either complete or partial for any reason by the employees.
- 5.2 It shall not be a violation of this Agreement for an employee to refuse to cross a picket line where a legal strike is **in** progress.

## ARTICLE 6 - DISCRIMINATION

- 6.1 No person shall be refused employment or in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- 6.2 The Union, its members and/or its agents shall not intimidate or coerce, or attempt to intimidate or coerce, in any manner whatsoever, employees into membership. Any employee found violating this provision will be immediately discharged.
- 6.3 The Union agrees that except with the consent of the Company, no official of the Union and no person authorized by the Union shall enter the Company's premises and/or engage in Union activities on the Company premises or during working hours of any employee except to process grievances as provided for in Article VII of this Agreement.
- 6.4 The Company shall not refuse permission to any representative of the Local Union, upon request, to enter the Company's premises in the administration of this Agreement.

## ARTICLE 7 - STEWARDS

- 7.1 For the purpose of discussing and adjusting questions arising out of the interpretation and application of this Agreement and for the processing of employees' grievances, the Company shall recognize a reasonable number of Stewards who shall be active employees.
- 7.2 It shall be the Stewards' duty to process grievances under the terms of Article VIII of this Agreement and the Stewards shall be held responsible for the same quality and quantity of work as the other employees. However, the Company agrees that when grievances occur, a

responsible supervisor of the Company shall meet with the aggrieved employee and the Steward within the time limits as outlined in Article VIII of this Agreement during working hours to settle such grievance. The Company shall pay the Steward for the time involved in presenting the Grievance under Step 3, Article VIII at his regular hourly rate.

- 7.3 The Union will inform the Company in writing as to the names of the Stewards and any subsequent change in the names, of the Stewards. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 7.4 In the event of a lay-off, the Chief Steward shall be accredited super seniority and accordingly shall be retained in the working force, provided he has the necessary qualifications to perform the work available.
- 7.5 The Company agrees that when a grievance is filed in writing regarding dispatch, the Steward shall have right to check the time cards and tach cards of the employees working on the day in question.

## **ARTICLE 8 --**

### **GRIEVANCE PROCEDURE & ARBITRATION**

- 8.1 Any employee with seniority who feels he has a grievance under this Agreement may discuss the matter with his supervisor with the view to prompt settlement or explanation thereof. The employee's Steward may accompany him in such discussions if the employee so desires.
- 8.2 For the purpose of this Agreement, a grievance shall consist only of a dispute concerning interpretation and application of any clause in this Agreement or alleged violations of this Agreement or alleged abuses of discretion by supervision in the treatment of employees

contrary to the terms of this Agreement. If any question arises as to whether or not 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 grievance promptly through the following steps:

### **STEP 1**

By a conference between the employee (accompanied by the Steward, if he so wishes) and **his** supervisor within five (5) days, Saturdays, Sundays and General Holidays excepted, from the time the complaint arose or was known to the employee.

### **STEP 2**

If the grievance is not settled in Step 1 the employee must then, accompanied by his Steward, arrange a conference with the Branch Manager or his designate. Such conference to be held within five (5) days, Saturdays, Sundays and Holidays excepted, of the first meeting as provided in Step 1.

**A** grievance, once submitted in writing, shall not be withdrawn or settled when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement provided that the grievance is not settled at the second stage of the grievance procedure.

### **STEP 3**

If the grievance is not settled in Steps I and 2, the employee must then, accompanied by his Steward, and an official of the Union, arrange a conference with the General Manager **or** his designate, and such conference to be held within ten (10) days, Saturdays, Sundays and General Holidays excepted, of the meeting as provided for in Step 2. This time limit may be extended further upon mutual agreement between the Company and the Union.

It is further agreed that any grievance going to Step 2 of the Grievance Procedure shall be submitted in writing to the Branch Manager at the time of the conference so provided in Step 2. It is understood that a grievance arising from suspension or discharge will commence with Step 2 of the Grievance Procedure and a conference so provided shall be arranged within five (5) days, Saturdays, Sundays and General Holidays excepted, of such suspension or discharge.

- 8.3 In the event that a grievance is not settled through the above procedure, the party registering the grievance may refer the grievance to Arbitration. In so doing, the request to refer the matter to Arbitration must be submitted in writing to the other party **no** later than five (5) days, Saturdays, Sundays and General Holidays excepted, following the meeting as provided for in Step 3.

It is further agreed that in the event the Company has a grievance the Company shall arrange a meeting with an official of the Union within five (5) days, Saturdays, Sundays and General Holidays excepted, from the time that the complaint arose, and shall, if necessary, follow through with a request for arbitration in the manner described above.

If the Company and the Union can agree on a person to be appointed as a sole arbitrator within ten (10) working days of the receipt by the one party of the request to refer the grievance to arbitration, then such person shall be so appointed and the Company and the Union will jointly bear the expense of such sole arbitrator.

If the Company and the Union cannot agree on a person to be appointed as a sole arbitrator, then the party registering the grievance may refer the grievance to a Board of Arbitration by submitting a written request to so refer the matter no later than five (5) working days after the tenth (10th) work day referred to in the previous paragraph.

The Board of Arbitration shall consist of three (3) persons; one (1) to be an appointee of the Company and one (1) to be an appointee of the Union, and the third, who shall be Chairman, shall be selected by the two (2) so appointed.

The notice requesting the establishment of a Board of Arbitration to deal with a grievance shall contain the name of the nominee of the party giving notice, The party receiving notice shall, within five (5) days of the receipt of such notice, Saturdays, Sundays and General Holidays excepted, advise the party giving the notice, in writing, as to the name of its nominee. If no such notice is given, the party giving the notice may apply to the Minister of Labour for the Government of Canada who shall, under the Canada Labour Code, appoint the nominee. It shall then be the responsibility of the two (2) nominees so appointed to, within seven (7) days, agree upon a Chairman and in the event that the nominees fail to reach agreement as to the name of a Chairman, it shall be the responsibility of the party serving the original notice to ask the Minister of Labour for the Government of Canada to appoint a Chairman.

8,4

- 1) Prior to proceeding to arbitration the parties may utilize the services of a grievance mediator. The parties may also request a recommendation from the grievance mediator and may mutually agree to be bound by his/her recommendation.
- 2) Where a binding recommendation has been requested and received, such decision shall be the final resolution to the grievance.
- 3) Where the parties have been unable to agree on a mediator, they may request the Minister of Labour to appoint such under section 105 (1) of the Canada Labour Code.
- 4) The costs of such mediator shall be jointly borne by the parties.



- 8.5** The sole Arbitrator or the Board of Arbitration, as the case may be, so constituted shall then forthwith consider and determine the matters at issue which have been submitted for arbitration, and the decision of the sole Arbitrator or a majority of the members of the Arbitration Board, as the case may be, shall be final and binding on all parties concerned. Should there be no majority decision, the decision of the Chairman shall hold.
- 8.6** The Company and the Union will each bear the expense of their Arbitrator and the parties will jointly bear the expense of the Chairman **or** that of the sole Arbitrator, **if** such be the case.
- 8.7** Neither the Arbitrator nor the Board of Arbitration shall have the right to alter or change any provision in the Agreement or substitute any new provisions in lieu thereof or give any decision inconsistent with the terms and provisions of this Agreement.
- 8.8** It is agreed that it is in the interest of both parties to make every reasonable effort to clear up grievances with the least possible delay, and accordingly, should either party fail to proceed with their grievance in accordance with the above provisions, the grievance shall be deemed to have been withdrawn.
- 8.9** The Company shall not be responsible for the payment of time lost by an employee for his investigation of his grievance.
- 8.10** **The** Arbitrator and/or the Arbitration Board shall have the right to determine and make decisions according to the following:
- 8.10.1** by upholding 'the Company's decision in suspension **or** discharge;
- 8.10.2** by reinstating the employee with full seniority and lost time payment;

**8.10.3** or by making any other decision equitable in disposing of the grievance.

## **ARTICLE 9 – SAFETY COMMITTEE**

- 9.1 The Company is in agreement with the Union that the Safety Committee shall consist of two (2) persons nominated by Management, one person from the Maintenance Department and two drivers from the Driving Force and that the employees from the Maintenance Department and the Driving Force shall be those employees elected by the other employees in their respective departments. **All** such members of the Safety Committee to serve for at least one year and to be re-appointed or re-elected annually, it being agreed that both parties shall take such steps as are necessary to ensure that there is some continuity of experience among the members of the Safety Committee from year to year.
- 9.2 **The** issue of proper steps to gain access to catwalk and dolly shall be referred to and dealt with by the Safety Committee.
- 9.3 **The Union Safety Committee members will be supplied with meeting documents.**
- 9.4 **Issues, as brought forth at the Safety Committee meeting, are to be dealt with in a timely fashion by the Company and the parties concerned.**

## **ARTICLE 10 - SENIORITY**

- 10.1 The purpose of the seniority provisions is to provide a policy governing work preference, lay-offs and *rehiring*. In the event of a reduction in the working force, the Company shall use the principle of last-on, first-off, insofar as it is consistent with management's obligations

to maintain an efficient working force. The Company shall post a seniority list which lists all employees of John Grant Haulage Limited in the order in which all such employees were hired (herein termed the "Company Seniority List"), subject to the provisions of Section 4.5 hereof.

10.2 Following a lay-off rehiring shall be done conversely to the procedure outlined in Section 10.1.

10.3 Seniority shall be branch wide with a separate seniority list for drivers and maintenance employees. Employees shall **not** work in each others' departments while departmental employees are available for work.

Employees who voluntarily agree to transfer from the driving department to the maintenance department shall retain their working seniority in the department from which they transferred for a period of ninety (**90**) calendar days, If at the end of the ninety (90) day period they do not transfer back to their original department, their seniority upon transferring back will be lost and they shall revert to the bottom of the working seniority list.

Time limitation will not affect employees involved in conditions under Section 10.6. Employees transferring into another department shall accumulate seniority in their new department at the bottom of the seniority list from their date of transfer. At no time due to this type of transfer will the employee's Company seniority be disturbed. Employees may be required to do reasonable work in another department in order to fulfil their daily or weekly guarantee.

Employees employed in the fuelling of equipment shall **be** classed as drivers and included on the seniority list for drivers.

10.4 Employee's name shall be placed on the seniority list with the starting date shown as the first day he worked after completing forty-five (45) calendar days probation.

- 10.5' **An** employee shall lose his seniority if:
- 10.5.1 he voluntarily quits employment with the Company;
  - 10.5.2 he is discharged and not reinstated through the Grievance Procedure;
  - 10.5.3 he fails to respond to a recall as herein provided;
  - 10.5.4 he fails to return from a leave of absence in accordance with the conditions prescribed in such leave of absence;
  - 10.5.5 if an employee is laid off and not recalled for a period extending beyond eighteen (18) working months.
- 10.6 Employees who lose their driving privilege through a suspension of their driver's permit shall be granted a leave of absence not to exceed a twenty-four (24) month and one (1) day period. All benefits covering Welfare Program paid by the Company shall cease during the suspension. However, the employee involved may **nia**ke his own contributions through the Company in the full amount of cost during such period, with the exception of weekly indemnity and long-term disability benefits. Only one (1) such leave shall be granted during the term of this Agreement.
- 10.7 Lists, showing the updated seniority of all employees, shall be prepared and posted by the Company once each three (3) month period, and the Union shall be supplied a copy.
- 10.8 **An employee shall be recalled by:**
- 10.8.1 being verbally contacted;

- 10.8.2 if verbal contact cannot be made or an employee upon being contacted requests time to report, a registered letter shall be sent to his last recorded address and an employee shall have up to eight (8) days after being verbally contacted or a receipt for such registered letter has been signed to report for work;
- 10.8.3 if an employee due to medical illness cannot report to work in the eight (8) day period then upon proof of his medical illness submitted within the eight (8) day period, he shall be granted a leave of absence in accordance with Section 11.1.
- 10.9 It is agreed that employees with seniority shall not be laid off work as a direct result of the Company adopting, extending or contracting out work to owner/operators (i.e. broker operators) or other transport companies including subsidiary companies hauling cement.
- The Company agrees that the hauling of cement from the St. Lawrence Cement Company in Mississauga to the silos in Buffalo will continue to operate as in the past by the employees of John Grant Haulage Limited.
- 10.10 Employees, by seniority, will be given the opportunity to train on different types of equipment. **All** employees, before being laid off out of seniority, will be given an opportunity to train on equipment being used for the work available.
- 10.11 Employees for whom no work is available for two (2) consecutive working days shall, upon request, receive their unemployment contribution record and shall be considered laid off. However, the Company may call employees according to seniority on a day to day basis requesting them to report for work when available and if such employees performed such work on an irregular basis, while laid off, such lay-off shall not be considered to have terminated.

- 10.12 **As** a safety precaution, an employee, except an employee on a regular bid-run, who has not been called into work by 12:00 o'clock noon on any day after regular starting time but who is then after such time on such day called to perform work and declines such work, shall not be classed as unwilling to work until ten (10) hours have elapsed from such call-in. However, the Company may, for work which must be commenced prior to the elapse of such ten (10) hours, call in the next junior man on the Company Seniority List.
- 10.13 Any employee who is now employed by the Company who may become an owner/operator shall continue as an employee of the Company and all the terms and conditions of this Agreement shall continue to apply to such employees.
- 10.14 An employee with seniority may request a lay-off during the month of December to a specific date, by notifying the Company in writing on or before the immediately preceding November 15th. If such employee is then laid-off as requested, during such lay-off until the date specified as the end of the lay-off, such employee shall be placed at the bottom of the Company Seniority List and may only be recalled if all those employees ahead of him on the Company Seniority List have been recalled. After the date specified as the end of such lay-off, such employee shall revert to his normal position on the Company Seniority List.

## **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.1 Employees will be granted a leave of absence without pay upon presentation of a certificate attesting to their illness or other disability which prevents them from performing their regular duties. Employees on such leave of absence may be returned to employment providing that they can then perform their regular duties.

11.2 Leave of absence without pay will be granted to Union delegates or representatives to attend conventions (up to two (2) weeks in any one year) upon presentation of a notice and request from the Union for such leave of absence.

11.3 On request from the Union, the Company will grant leave of absence without pay to any employee for a two (2) year time period for the purpose of taking full time employment with the Union, provided that the number of employees on such leave at any one time shall be agreed upon between the Company and the Union.

On request of the Company, employees promoted to supervisory positions within the Company may be granted leave of absence from the bargaining unit for a period not exceeding one (1) year, and while in such position shall not be subject to the terms and conditions of this Agreement.

The above time periods may be further extended by mutual agreement between the Company and the Union.

11.4 The Company shall at any time during the slack period from December 1st to the following April 1st grant a leave of absence for a period not exceeding such April 1st to an employee who has requested such leave in writing in order to permit such employee to take other employment. Any employee who has requested such leave may notify the Company in writing at any time during such leave of absence that he is available for work. Upon receipt of such notification by the Company, his leave of absence shall be considered terminated and he shall return to work in accordance with his seniority.

11.5 The Company may and shall during the slack period from December 1st until the next succeeding April 1st grant a leave of absence not exceeding three (3) months for reasons other than those set out in Section 11.4; however, should an employees conduct during a leave of absence be found to be inconsistent with the reasons he gave when

originally requesting such leave of absence, the leave of absence shall be cancelled forthwith and the employee shall be subject to discharge. Any leave of absence granted hereunder may be extended by mutual agreement among the Company, the employee and the Union.

- 11.6 Seniority shall accrue during leave of absence acquired under the foregoing conditions.

## **ARTICLE 12 - PAID GENERAL HOLIDAYS**

- 12.1 The following paid General Holidays will be observed:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	December 24
Christmas Day	Boxing Day
December 31st	

- 12.2 Employees will be paid eight (8) hours at their regular rate for each of the above-mentioned paid General Holidays.

- 12.3 **Any** employees required to work on any of these days shall receive one and one-half (1-½) times his regular rate of pay for all hours worked in addition to his paid General Holiday pay set out in Section 12.2.

- 12.4 The day proclaimed shall be the day observed.

- 12.5 Employees shall be entitled to paid General Holidays mentioned above when:

12.5.1 they have been in the employ of the Company thirty (30) calendar days;

12.5.2 they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;



- 12.5.3 they have not been absent from work due to sickness or in jury for a period longer than six (6) months prior to the General Holiday.
- 12.6 Senior employees shall be given the first opportunity to work on General Holidays, subject to Federal hours of limitation. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.
- 12.7 Should a paid General Holiday fall within the employee's vacation period, the Company agrees to pay the General Holiday involved, at eight (8) hours at the employee's regular hourly rate.

### **ARTICLE 13 - HOURS OF WORK**

- 13.1 The work week shall commence at 7:00 p.m. Sunday evening.
- 13.2 13.2.1 The hours of work of the general driving force shall consist of twelve (12) hours per day and sixty (60) hours per week. Effective June 30, 2003, the hours of work of the general driving force shall consist of eleven (11) hours per day and fifty-five (55) hours per week.
- 13.2.2 The hours of work in the Maintenance Department shall consist of **eight (8) hours per day and forty (40) hours per week**. Any hours worked over **eight (8) hours per day and/or forty (40) hours per week** will be paid at one and one-half (1 ½) times the regular hourly rate.
- 13.2.3 Drivers performing yard work shall work nine (9) hours per day and forty-five (45) hours per week.

- 13.2.4 All hours worked in excess of the daily limitations shall be paid for at time and one-half (1-½) the employee's regular rate. All hours worked in excess of the weekly limitations (worked at straight time) shall be paid for at time and one-half (1-½) the employee's regular rate. All hours worked between 12:00 midnight Friday and 12:00 noon Saturday, shall be paid for at time and one-half (1-½) the employee's regular rate.

**Exceptions** - Scheduled bid-runs operating between these hours shall be paid **for** at the employee's regular rate, subject to the daily and weekly limitations. Employees who have missed one or more shifts during a week due to lack of work, sickness, etc., will be entitled to work between 12:00 midnight Friday and 12:00 noon Saturday in accordance with their seniority but such employees, in reverse order of seniority, may be required to work between these hours at their regular rate subject to the daily and weekly limitations. All hours worked between 12:00 noon Saturday and 7:00 p.m. Sunday shall be paid for at double the employee's regular rate of pay.

**Further Exception** - Drivers employed on all runs over 150 miles, (*with the exception of cement*) shall receive, in lieu of overtime, a bonus of **fifty-two dollars (\$52.00)** per day for complete shifts worked between 12:00 midnight Friday and 7:00 p.m. Sunday or 7:00 p.m. on a Statutory General Holiday.

**This amount will increase, as listed below, on each anniversary date of the contract:**

<b>July 1, 2004</b>	<b>-</b>	<b>\$54.00</b>
<b>July 1, 2005</b>	<b>-</b>	<b>\$56.00</b>
<b>July 1, 2006</b>	<b>-</b>	<b>\$58.00</b>
<b>July 1, 2007</b>	<b>-</b>	<b>\$61.00</b>

- 13.3 All employees called into work Monday through Friday shall be guaranteed eight (8) hours pay at the regular rate of pay, except during the slack period, from the 1st day of December in any year until the 1st day of April in the succeeding year during which period such employees shall only be guaranteed five (5) hours pay at the regular rate of pay. All employees called into work on Saturday, Sunday and Statutory General Holidays shall be guaranteed four (4) hours pay at the appropriate rate of pay.
- 13.4 No employee shall be compelled to work more than nine (9) hours in any one day.
- 13.5 When paid General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid, will be reduced by the number of hours paid for the paid General Holiday.
- 13.6 Employees requesting to work on Saturday must notify the Company by phone or signing by 6:00 p.m. Friday if they wish to perform Saturday work.

#### **ARTICLE 14 - MEDICAL EXAMINATIONS**

- 14.1 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 Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion an injustice has been done to any employee, have said employee re-examined at the Union's expense. The Company agrees not to send employees for medical examinations on Saturdays, Sundays or General Holidays.
- 14.2 When a medical examination is required by the Company, the following conditions shall apply:

- 14.2.1 If an employee takes a medical examination during his working hours, he shall be paid for the time involved and thus not lose any pay as the result of his taking a medical examination.
- 14.2.2 **If** the medical examination is taken after working hours, the employee shall not be paid for the time involved but shall, in such cases, receive at least three (3) days notice prior to the appointment with the doctor.
- 14.2.3 . In all cases, employees shall receive a copy of the medical report.
- 14.3 Medical reports on file with the Company shall be delivered **by** the Company to the employee upon termination of the employee's employment except for such reports or information as are required to be maintained by the Company to satisfy any requirement of the Worker's Compensation Board or similar authority.
- 14.4 It is understood and agreed that all new drivers hired on or after July 1, 1989, will be required to be capable of driving in and to the United States of America, and, according, will be required to submit to mandatory drug testing from time-to-time, 100% of the cost of which will be paid for by the Company. If drug testing of drivers becomes mandatory in Canada because of the imposition of legislation of any competent jurisdiction, the Company will pay for the cost of such testing. **hi** the interim, **if** at such time as he is drawn to be tested, an employee's normal duties do not entail driving to the United States of America, he shall be excused from such testing by the Company.

**ARTICLE 15 - MEAL PERIODS, ALLOWANCES,  
SLEEPING ACCOMMODATIONS & COFFEE BREAKS**

- 15.1 Employees shall not take more than one (1) continuous hour for meals. However should the taking of one (1) continuous hour for meals cause additional waiting time,

the Company may request employees to take not less than thirty (30) minutes. The meal period shall be between the fourth (4th) and sixth (6th) hours after commencing work, and employees shall not take any time off for meals before they have been on duty for four (4) hours or after they have been on duty six (6) hours.

- 15.2 (a) Employees shall receive lay-over monies on lay-over trips as follows:

<u>Effective:</u>	<u>In Canada</u>	<u>In United States</u>
Ratification	\$78.00 /night	\$73.00 /night*
July 1, 2004	\$80.00 /night	\$75.00 /night*
July 1, 2005	\$83.00 /night	\$78.00 /night*
July 1, 2006	\$85.00 /night	\$80.00 /night*
July 1, 2007	\$85.00 /night	\$80.00 /night*

\*in U.S. funds

- (b) If the Company supplies tractor units with sleeper berths, the lay-over money to be paid will be twenty dollars (\$20.00) per day in Canadian funds if the trip is in Canada, and twenty dollars (\$20.00) per day in U.S. funds if the trip is into the United States. In either case, the monies shall be received by the employees before leaving the Company's premises and they shall be required to **sign** a receipt.

- 15.3 In the event that lay-over monies received by an employee pursuant to Section 15.2 of the Agreement for accommodations and meals are **not** used to pay for accommodations, the Company shall, among other things, be entitled to recover all of such lay-over monies from the employee in question.

- 15.4 **All** employees shall be permitted to have one (1) fifteen (15) minute coffee break in the first half of their shift and one (1) fifteen (15) minute coffee **break** in the second half of their shift, and it shall be the driver's responsibility when they are away from their home terminal to so arrange the taking **of** coffee breaks so as to cause a

minimum of delay in the performance of their work. The Company further agrees that employees working after the tenth (10th) hour shall be entitled to a further fifteen (15) minute break but not before the tenth (10th) hour and every two (2) hours thereafter.

## **ARTICLE 16 - WORK PREFERENCE**

- 16.1 Senior employees shall be entitled to the first five (5) days work when available until his appropriate work week is fulfilled Monday through Friday.
- 16.2 The Company shall endeavour to dispatch employees in such a manner so as to give senior employees the best days work and earnings keeping in mind the efficient operation of the Company. Upon request to the dispatcher by an employee upon finishing a shift, the employee may request a later dispatch for the next shift keeping in mind the efficient operation of the Company.
- 16.3 The Company shall assign the newest power operating equipment according to the preference of employees by seniority subject to bid-runs and efficient operation of the Company. The employees shall keep the power equipment in a reasonably clean condition.
- 16.4 Senior employees shall have the preference to work on the sixth (6th) and seventh (7th) day when work is available, if their appropriate work week is unfulfilled and the junior man has worked within five (5) hours of the senior man's work week. The junior man will not be used if the foreseeable work available will give the junior man more hours than the senior man.
- 16.5 Employees shall not be called into work at their home terminal until they have had ten (10) hours off duty, however, in cases of emergency they may be called after the eighth (8th) hour off duty. He shall have up to two (2) hours to report.

- 16.6 Employees, while on lay-over away from their home terminal, shall not be assigned work until they have had eight (8) hours off duty. In the case of an emergency, it shall be **six (6) hours off** duty.
- 16.7 Employees laying over away from their home terminal shall be guaranteed eight (8) hours pay at his regular rate of pay, after each twelve (12) hours lay-over.
- 16.8 No employee, by right of seniority, shall be entitled to more hours than in **his** appropriate work-week or daily limitation. Subject to Section 16.4.

16.9 **BID-RUNS**

- 16.9.1 The Company shall, when the nature of business permits or requires it, establish regular or bid-runs. The Company will specify whether a **bid-run** will consist **of** a day or night operation and such other details as are possible except for Dump Operations, for which the Company shall only specify; a day or night operation, the number of drivers required and "various destinations". (A day operation will be one in which the starting time **of** the run will be between 12:01 a.m. and 12:00 noon and a night operation will be one in which the starting time of the run will be between 12:01 p.m. and 12:00 midnight).
- 16.9.2 These runs, as they arise, will be posted for bid for a period of seventy-two (72) hours (Saturdays Sundays and paid General Holidays excluded) provided that any employees on vacation or off work at the time of such posting shall have the right when they return to work to bid on such runs posted for bid while they were so absent from work provided that they submit their bids for such runs within seventy- two (72) hours of returning to work (Saturdays, Sundays and paid

General Holidays excluded). Also should there be any substantial change in the details of a bid-run previously posted the employee involved may revert to working in the regular operations and the substantially changed bid-run shall be treated as a new bid-run and posted for bid again for a period of seventy-two (72) hours (Saturdays, Sundays and paid General Holidays excluded) provided that a reduction in the number of runs previously posted for bidding shall be deemed to be a substantial change while the adding of additional runs to existing bid-runs shall be deemed not to be a substantial change.

- 16.9.3 **All** employees shall be allowed to bid on any new bid-run whether or not they are, at the time of posting, on a bid-run or in the regular operations. Employees who have not been available to bid on bid-runs due to sickness, vacation, etc., shall be included in new bidding when they return to work.
- 16.9.4 At the end of the seventy-two (72) hour period, a posting will be made to the senior qualified bidder and he shall be transferred to the run as soon as possible. If **no** one bids for the run, then reverse seniority will apply and the junior man must accept. If an employee on a bid-run is the successful bidder on another new bid-run and subsequently such new bid-run **is** substantially changed or terminated, such employee may revert back into regular operations and shall not be entitled to bump an employee with less seniority on any other bid-run previously assigned. Seniority shall be applied to starting times of the runs within the **shift**.
- 16.9.5 The bid-run shall be for a period of one (1) year from July 1<sup>st</sup> to June 30<sup>th</sup>.



- 16.9.6 The bid-run employee will hold seniority on the run within the hours of his appropriate work week and daily limitation and shall remain on the run as long as the run operates subject to the preceding subsection 16.9.5. However, should the bid-run be substantially changed or operated on a partial basis, as previously indicated, the employee involved shall have preference of working in the regular operations and may revert thereto provided he makes his wish known prior to 7:00 p.m. on Friday in any week by signing the necessary form posted at the Dispatch Office confirming that he wishes to change in the following week.
- 16.9.7 If a bid-run driver submits medical evidence of inability to continue on the run, the run shall be re-bid and the man coming off the run shall revert to his normal seniority position in the driving force in the regular operations.
- 16.9.8 During the term of the bid-run, the bid-run driver may not be bumped **off** the run.
- 16.10 Loads required to be unloaded by hand which are dispatched between 7:00 p.m. and 9:00 p.m., on any day will be dispatched according to seniority to those drivers who have notified the Company in writing that they are willing to accept such load provided that at any time when no driver is available to accept such load then reverse seniority will apply and the junior man on the seniority list will be required to accept such load, unless prevented from so doing for medical reasons as certified to the Company by a medical doctor.
- 16.11 There shall be one (1) bid for all yard work. Seniority shall prevail, preference to be known Friday night ~~or~~ the following week.
- Hand bombers will be put on special list from April 1st to December 15th of each year. This will revert to regular dispatch from December 15th to April 1st each year.

## **ARTICLE 17 - BATH-PICTON-OTTAWA OPERATIONS**

- 17.1 **If at any time the Company intends to establish and/or re-establish a regular or bid-run between Bath and Ottawa and Picton and Ottawa, the Company and Union will meet to negotiate rates and conditions.**

## **ARTICLE 18 - EQUIPMENT**

- 18.1 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles that are not in a safe operating condition and not equipped with safety equipment required by law. It shall be the duty of the employees to report promptly in writing to the Company all defects in equipment, and it shall be the duty of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transportation regulations. The maintenance of equipment in sound operating condition is not only a function but a responsibility of the Company. The determination of as well as the responsibility of all decisions with respect to condition of equipment shall rest with the senior qualified representative of the Company. Drivers shall not be compelled to change tires except in emergency situations but may be required to assist.
- 18.2 The Company will include in its specifications for all power units ordered and delivered from the factory according to Company specifications, electric windshield wipers. All power units shall be equipped with adequate heaters, defrosters, windshield wipers and windshield washers in proper working order. The Company shall maintain windshield washers in working parts and fluid at the Company's expense which shall include solvent between the months of November 1st and April 30th, during the winter season. The Company shall endeavour to find a solution of deflecting the spray from the road in inclement weather.

The Company agrees that all new equipment shall be equipped with air ride seats or their equivalent before being placed in the Company's operation. The Company further agrees to install a catwalk made of expended steel or equivalent on the rear of the tractor frames where an employee is required to mount the frame for hook-up of light cords and hoses as a safety measure. The Company shall install half fenders on powered equipment by November 1st, 1975. The Company further agrees that by July 1st, 1976, all power equipment shall have air ride seats or their equivalent.

- 18.3 In the event employees are required to handle hazardous materials, they shall be supplied the necessary apparel and equipment as required by law.
- 18.4 The Company shall supply forms in order that employees can report defects in equipment with sufficient copies so that one (1) will be retained by the employee, one (1) will be given to the mechanic and one (1) to the dispatcher who will sign the employee's copy.
- 18.5 When equipment is "bad-ordered" for reasons that may render it unsafe for the road, the employee booking such equipment shall obtain a "HOLD **SHOP**" sign and affix it in a conspicuous place on the equipment. This sign shall not be removed until effective repairs have been made and the "Bad-Ordered" report is signed by a qualified mechanic.
- 18.6 All bad-ordered equipment shall be tagged and repaired before being loaded and the repair work shall be signed for by the mechanic who did the repairs.
- 18.7 Ail tractors will be equipped with six inch (6") convex mirrors on both sides. The Company agrees to install heated mirrors on all future new equipment.
- 18.8 The Company will endeavour to supply new tractors with air-ride cabs whenever possible.

- 18.9 Where drivers are required to fuel equipment at night the Company agrees to keep fuel pumps properly lighted and keep such lights and nozzles in good repair.
- 18.10 Ali tarps purchased for bag loads on flat trailers will be two (2) piece.
- 18.11 Mountings for fire extinguishers shall be attached to the firewall of the cab and reflectors and flares will be installed in all tractors.
- 18.12 On or before October 31, 1989, caps will be installed on all discharge pipes (product lines) on tank units. Further within the same period, the ladder on the leads of the old train units shall be modified to provide an adequate toe hold and in the pup tanks the ladders will be moved away from the valves and, further, steps will be installed in the rear of all quad tankers or in any event so that the same are not in the way of the product lines. Further, the Company will include in its specifications for all power units ordered and delivered from the factory according to Company specifications, a back up light on the rear of the cab to provide illumination for hook-up purposes when it is dark. **Catwalks and ladders to be supplied and installed on all new equipment effective April 2003.**
- 18.13 The Company will have all its trailer units converted on or before August 31<sup>st</sup>, 1980, unless the time is extended by mutual agreement, so that the cranks will be placed on the left or driver's side of the unit, and, until such conversion is completed, use its best efforts to arrange for the parking of trailers at the loading bay of St. Lawrence Cement Company in Mississauga in such manner as to permit the driver to obtain ready access to all cranks remaining on the right side of the trailer units.
- 18.14 The Company will continue to have installed in all power units purchased by it, power steering.

- 18.15 The Company shall also issue rubber mallets to the drivers as part of their equipment and the same shall be replaced within reason if the broken mallet is returned. If the mallet is lost, then the driver will pay for the replacement of the rubber mallet in an amount equal to the Company's cost thereof.
- 18.16 The Company's yard in Mississauga, Ontario, shall be properly maintained by the Company twelve (12) months of the year and shall receive extra attention as soon as possible.
- 18.17 The trip and hourly rates in the collective Bargaining Agreement dated as of July 1<sup>st</sup>, 1989, were negotiated on the condition that the Company would permit drivers to operate their vehicles at the government posted speed limits,
- 18.18 Air conditioning equipment is to be part of all new tractors purchased by the Company and maintained in reasonable working condition during the summer months.
- 18.19 All shop equipment will be repaired or replaced and maintained in a safe operating condition. When brought to their attention, the Company will ensure that defective equipment is either repaired or replaced in a timely fashion.**
- 18.20 Adequate overhead exhaust fans and exhaust systems shall be installed by the Company on or before November 30<sup>th</sup>, 1989.
- 18.21 With respect to the repair of tires on its vehicles, the Company hereby confirms that
- 18.21.1 within a fifty (50) mile radius of Clarkson, Ontario, a tire repair service operator will be dispatched by the Company on being notified by the driver by radio or telephone.

- 18.21.2 outside the fifty (50) mile radius of Clarkson, Ontario, the driver will notify the Dispatch office by telephone and have the tire repaired by a dealer or agent in the area as directed by Dispatch.
- 18.21.3 In the event of emergency repairs being required, the driver will notify the Dispatch office by radio or telephone and upon receiving authorization will be able to have the repairs made where directed by the Dispatch office in Clarkson, Ontario, when necessary. It is agreed that there may still be emergency situations in which the driver may be required to make certain repairs when able to do so.

## **ARTICLE 19 - VACATIONS WITH PAY**

- 19.1 Every employee with less than one (1) year employment with the Company shall receive a vacation with pay in accordance with the regulations of the industry and Labour Board established under the Employments Standards Act (Ontario).
- 19.2 Employees whose first (1st) anniversary date of employment with the Company falls prior to July 1st in any year, shall receive two (2) weeks vacation with pay computed at four percent (~~4%~~) of his previous year's earnings.
- 19.3 Employees with five (5) years of service shall receive three (3) weeks vacation with ~~six~~ percent (~~6%~~) vacation pay provided they have five (5) years of employment and their anniversary date meets the June 30th limit in any year.
- 19.4 Employees whose tenth (10th) anniversary date of employment with the Company falls prior to July 1st in any year shall receive four (4) weeks vacation with pay computed at eight percent (~~8%~~) of his previous year's earnings.

- 19.5 Employees whose fifteenth (15th) anniversary date of employment with the Company falls prior to July 1st in any year shall receive five (5) weeks vacation with pay computed at ten percent (10%) of his previous year's earnings.
- 19.6 Employees whose twenty-fifth (25th) anniversary date of employment with the Company falls prior to July 1st in any year shall receive six (6) weeks vacation with pay computed at twelve percent (12%) of his previous year's earnings. Effective July 1, 1990, employees whose twenty-third (23rd) anniversary date of employment with the Company falls prior to July 1st in any year shall receive six (6) weeks vacation with pay computed at twelve percent (12%) of his previous year's earnings.
- 19.7 Vacation pay shall be computed from June 1st of the previous year to May 31st of the current year, and shall be paid by June 20th in each year.
- 19.8 The Company agrees to post a proposed vacation list by March 15th of each year of this Agreement. Employees shall have until April 30th to place their specific requests by dates. The Company, along with the employees involved shall, by seniority, finalize the vacation schedule by May 31st keeping in mind the Company's need for a sufficient work force. Any employee who has not specified his request for vacations by such May 15th shall take his vacations at such time as assigned by the Company.
- 19.9 The Company shall schedule the vacation to provide up to three (3) consecutive weeks vacation for those employees with fifteen (15) years or more seniority with the Company in the period from June 1st to September 30th in each year. An employee's entire vacation or balance of vacation may be taken any other time up to the following April 1st in each year. An employee who agrees to take all of his vacation between December 1st and April 1st shall receive an additional two (2) days vacation with pay

computed at sixteen (16) hours at his regular hourly rate. Employees shall take their vacation within the scheduled work year between April 1st and March 31st in each year except employees who have been off work one (1) month due to lay-off, sickness or injury. Employees shall take their vacation period on consecutive days in each week of entitlement. The Company shall allow ten percent (10%) of the drivers and one (1) maintenance employee in each vacation week during the period from June 15 to September 15 to be **off** work on vacation at the same time.

**All** vacation time shall **be** completed by April 1st of each year. Vacation time may be taken from Wednesday to Wednesday **in** slack time of year only.

- 19.10 **The** Company agrees on the discharge of an employee to pay such employee his vacation pay within seventy-two (72) hours of such discharge and to pay any employee resigning from employment with the Company his vacation pay on the next regular pay day immediately following such date of resignation. The Company agrees to pay all employees entitled thereto vacation pay calculated on gross earnings **for** the period from June 1st to the following December 1st and for the period from December 1st to the following June 1st. Employees laid off shall not be entitled to payment of vacation pay other than on those dates mentioned herein. Payments for the two periods specified shall be made by the 20th day of December and June **or** if the 20th day *of* such December and June falls on a Saturday or Sunday, on the Friday immediately preceding the 20th day of such December or June.

## **ARTICLE 20 - WELFARE**

- 20.1 The Company shall contribute \$330.00 per month for each eligible employee, covered by this Agreement who has worked at least one (1) day in such current month, to the appropriate Local Union Health and Welfare Plan.



**Company contributions to the Local Union Health and Welfare Plan will increase by \$10.00 per year of Collective Agreement (*not bankable*) if required by the Insurance carrier.**

**Effective August 10<sup>th</sup>, 2003, all new hires will have to work a minimum of five (5) days per month to be entitled to receive benefit coverage for said month and no new hires are covered for the additional month in the event of a lay-off.**

Any applicable taxes and legislative requirements shall be in addition to the aforementioned contribution levels. Contributions shall be paid on or before the fifteenth (15th) day of the following month.

20.2 Where the Company fails to submit a contribution in accordance with the aforementioned clause, the Company shall be notified by the Union, by registered mail, to the General Manager of its failure to do so. Failure to comply with Health and Welfare provisions within fourteen (14) days of receipt of such notification, the Company will assume responsibility for all medical costs and benefits as provided for by the Health and Welfare policy then in effect for each member for which a contribution has not been paid.

20.3 Employees shall be covered and the contributions shall be paid by **the** Company for an eighteen (18) month period when employees are off work by non-occupational accident or sickness.

The Weekly Income Benefit will be extended for employees who are laid off and disabled at the time of formal notification of call back. Contributions will commence immediately at date of call back.

In accordance with existing policy, any employee absent from work for three (3) or more days on account of sickness or accident shall be required to provide a doctor's note accounting for **the** necessity of such absence.

The cost of **any** doctor's notes required under the Local Union Health and Welfare Plan will be paid for by the Local Union Health and Welfare Plan.

- 20.4 The Company agrees, in the event of lay-off, to pay the contributions for an additional one (1) month. The contributions will be less the amount required for the coverage of Weekly Indemnity and Long Term Disability and will be adjusted as required from time to time.
- 20.5 New employees shall be covered by the Health & Welfare Benefit Program from the first of the month following completion of their probationary period. Contributions, as defined **in** Section 20.1, will be made on behalf **of** the employee.
- 20.6 The Company will co-operate with the **Union** to ensure that weekly indemnity or long-term disability payments to be received by an employee shall be received by the employee from the Insurance Company within a reasonable time of the employee's submission of completed *insurance* forms.
- 20.7 With respect to the Health and Welfare Benefits to be provided by the Company, it is agreed that the mast policy providing such benefits shall include a provision that private duty nursing care will be limited to \$10,000.00 in any policy year.
- 20.8 **A** booklet will **be** provided by the Trustees to all employees covered by the Health & Welfare Plan outlining the coverage of the Health & Welfare Benefit Package.
- 20.9 **in** the event that O.H.I.P. is discontinued by the Provincial Government so that the benefits being provided under such Plan are not available to the employees, **the Company** agrees to continue **an amount** equivalent to O.H.I.P. premium as at the time of discontinuance to obtain such benefits.

## 20.10 PENSION

A Registered Retirement Savings Plan shall be established for each employee of the Company through a financial institution, which will provide all necessary administration at no cost to the Company and the Company shall, not later than the fifteen (15th) day of the succeeding month remit to a financial institution in respect of each employee who worked during the previous month, effective July 1<sup>st</sup>, 1999, the sum of one dollars and seventy-five cents (\$1.75) per hour worked by the employee: such amounts **shall** be remitted by a single cheque and shall be accompanied by a list of employees in respect to whom the contribution is being made.

It is understood that with respect to drivers working on trip rates, the number of hours worked shall be determined by the Company from the driver's time cards and tachometer cards, and in calculating the time worked and any time taken for lunch breaks shall be deducted and shall not be included in time worked for which the above-mentioned (20.10) specified amount per hour is to be paid into the Registered Retirement Savings Plan **for** the employee. It **is** further understood that the financial institution and not the Company or the Union shall at **all** times be responsible for the administration, management and investment of all Registered Retirement Savings Plans of the employees and the funds thereof. All the increases as per Section 20.10 shall apply.

- (a) **Effective August 10<sup>th</sup>, 2003, Pension contributions for all new employees, subject to the terms and conditions in the aforementioned, shall be as follows:**

1<sup>st</sup> year of employment - nil  
 2<sup>nd</sup> year of employment - 50% of amount  
 3<sup>rd</sup> year of employment - 75% of amount  
 4<sup>th</sup> year of employment - 100% of amount

## ARTICLE 21 - BEREAVEMENT PAY

21.1 In the event of a death in the employees immediate family, i.e. - father, mother, spouse, children, step-children, **grandchild**, brother or sister, mother-in-law, and father-in-law, such employee may have up to three (3) days off, and shall be paid at the rate of eight (8) hours per day at the employees regular rate of pay, providing that the employee has attained seniority standing.

In the event of a death of an employee's grandparent, sister-in-law, brother-in-law, step-brother, stepsister, step- parents, such employee may have one (1) day off work to attend the funeral and in such event shall the paid at the rate of eight (8) hours per day at the employee's regular rate of pay providing that the employee has attained seniority standing.

If more time is required for any reason relating to the death a leave of absence will be granted to attend the funeral.

## ARTICLE 22 - GENERAL

- 22.1 Pay day shall be on the Thursday following the week worked and shall be paid by direct deposit dated Thursday.
- 22.2 The Company agrees to supply chains and binders to secure steel loads, ropes to secure bag and board loads, and straps to secure lumber.
- 22.3 **The** Company agrees ,to keep clean and sanitary appointment in regard to lunch rooms, toilet facilities; drinking water properly cooled to 45 degrees, soap, towels, toilet tissue and either a drinking fountain or paper cups.

A new machine supplying coffee and hot drinks and a machine supplying canned pop and a microwave oven shall be installed and maintained by the Company in the Company's lunch room. Further, additional chairs will be provided in the lunch room.

- 22.4 Any employee who **has** not worked a day during the week due to a suspension **or** other disciplinary action shall not be entitled to work on the Saturday in the same week.
- 22.5 If an employee is called as a witness in the Company's defence, the Company agrees to pay such employee for all time lost as a result thereof.
- 22.6 Drug Testing - The Company will pay 100% of the cost of drug testing and any subsequent drug test.
- 22.7 All maintenance positions shall be posted and applied for.
- 22.8 The Company will pay for "fast card" when it deems them necessary

### ARTICLE23 - UNIFORMS

- 23.1 All employees will be paid, against invoices for safety shoes each year **up** to amounts as listed hereunder. All employees will be paid against invoices for parkas every second year up to an amount equivalent to the amount payable in respect of safety shoes of such year.

**1<sup>st</sup> year - \$100.00**  
**2<sup>nd</sup> year - \$100.00**  
**3<sup>rd</sup> year - \$105.00**  
**4<sup>th</sup> year - \$105.00**  
**5<sup>th</sup> year - \$110.00**

- 23.2 The Company agrees to supply **five (5) pair of summer gloves and five pair of winter gloves** to its employees as and when required provided that the employees return their worn out gloves when obtaining a new pair of gloves. Further, the Company agrees to supply one (1) raincoat every twelve (12) months to every employee working on the Washrack, and to supply rubber gloves to the employees working on the Washrack as and when the same are required, again provided that the employees return their old worn out gloves to the Company when obtaining a new pair of rubber gloves.
- 23.3 The Company agrees that it shall purchase, during each year, up to two (2) pairs of rubber boots ~~€~~ for each employee working as an Equipment Washer on the Washracks on a permanent basis and for each employee working as a **Bid** Yardman.
- 23.4 **Shop** employees shall be supplied and have cleaned five (5) pairs **of** coveralls per week (one per day) at the Company's expense. The Company will pay one-half (1/2) of the cost of coveralls, for Washrack employees and **Bid** Yardmen, up to a maximum **of** one hundred (\$1 **00.00**) per year for each of such employees.
- 23.5 It is agreed that one (1) winter parka every two (2) years will be supplied to the Maintenance employees and two (2) or three (3) raincoats will be available in the shop for use by the Maintenance employees.

## **ARTICLE24 - WAGES**

- 24.1 The following rate structure shall apply during the term of this Agreement:

Classification	Aug 10/03	July 1 01/04	Jan. 01/05	July 01/05	Jan 01/06
Drivers	\$19.45	\$19.70	\$19.95	\$20.20	\$20.45
Mechanics (skilled)	\$20.70	\$20.95	\$21.20	\$21.45	\$21.70
Mechanics (semi-skilled)	\$20.25	\$20.50	\$20.75	\$21.00	\$21.25
Equipment Washers	\$18.15	\$18.30	\$18.40	\$18.55	\$18.65

Classification	01/06	Jan. 01/07	July 01/07	Jan 01/08
Drivers	\$20.75	\$21.00	\$21.30	\$21.60
Mechanics (skilled)	\$21.95	\$22.20	\$22.60	\$22.95
Mechanics (semi-skilled)	\$21.55	\$21.80	\$22.10	\$22.35
Equipment Washers	\$18.80	\$18.90	\$19.05	\$19.15

The Company agrees to pay a lump sum payment of **two hundred dollars (\$200.00)** as a signing bonus by a separate cheque within fifteen (15) days of ratification.

The Classification of Yardman's Overtime **will** be the same as that for the Drivers

**Lead Hand** - rate to be established by the Company.

**Trip Rates** shall include the times for the various circumstances specified for examples in 24.3, 24.4, 24.5, 24.6. Trip Rates shall include loading time for which the Company shall pay at the regular hourly rate for any time expended for loading in excess of forty-five (45) minutes.

**Resin Runs** - Drivers employed on Resin runs over 150 miles **from the Mississauga Company yard** shall be paid at the following mileage rates with the miles determined in accordance with "Mileage Marker", (Rand McNally):

<b>Aug 10 2003</b>	<b>July 1 2004</b>	<b>July 1 2005</b>	<b>July 1 2006</b>	<b>July 1 2007</b>
40.0¢	41.0¢	42.0¢	43.1¢	44.3¢

provided that all hours involved in loading and unloading shall be paid at the regular hourly rate.

**Effective August 10<sup>th</sup>, 2003 - ail new work, except cement, is to be paid on the mileage rate.**

- 24.2 Probationary employees may be paid one dollar (\$1.00) per hour less than the above classification rates.
- 24.3 Employees operating **on** runs, bag or bulk loads or train runs, from St. Lawrence Cement, Mississauga, Ont., to customers in the Regional Municipality of Ottawa-Carleton **shall** not be **paid** on the basis of an hourly rate but instead shall receive trip rates as listed below. Such amounts so paid to the employees operating such runs shall be deemed to include **yard** time, hook-up time, coffee breaks, loading time, unloading time **and** time for fuelling of equipment. Delays due to inclement weather or breakdown time, including equipment breakdown, plant breakdown or waiting time because of breakdown, shall be paid for at the regular hourly rate.

The aforementioned Regional Municipality of Ottawa-Carleton trip rate **shall** be **as** follows:

<b>Aug. 10 2003</b>	<b>July 1 2004</b>	<b>Jan. 1 2005</b>	<b>July 1 2005</b>	<b>Jan. 1 2006</b>
\$273.20	\$276.75	\$280.32	\$283.88	\$287.46



<b>July 1 2006</b>	<b>Jan. 1 2007</b>	<b>July 1 2007</b>	<b>Jan. 1 2008</b>
\$291.28	\$294.78	\$299.05	\$303.27

It is further agreed that if an employee hauls from St. Lawrence Cement Mississauga, Ont., to customers in the Regional Municipality of Ottawa-Carleton and then is prevented from returning to Clarkson and is required to lay-over in the Regional Municipality of Ottawa-Carleton and such lay-over is approved by the Company, the employee shall be paid on the basis of an hourly rate and not the trip rate.

- 24.4 Employees operating on runs (bag or bulk loads or jumbo tanks or trains) to the Independent Cement Company terminal in Buffalo, New York, shall not be paid on the basis of an hourly rate but instead shall receive trip rates as listed below. Such amounts so paid to the employees operating such runs shall be deemed to include yard time, hook-up time, coffee breaks, loading time, unloading time and time for fuelling of equipment.

Delays due to inclement weather or breakdown time, including equipment breakdown, plant breakdown or waiting time because of breakdown, shall be paid for at the regular hourly rate.

The aforementioned Buffalo trip rates shall be as follows:

<b>Aug. 10 2003</b>	<b>July 1 2004</b>	<b>Jan. 1 2005</b>	<b>July 1 2005</b>	<b>Jan. 1 2006</b>
\$118.14	\$119.67	\$121.21	\$122.75	\$124.30

<b>July 1 2006</b>	<b>Jan. 1 2007</b>	<b>July 1 2007</b>	<b>Jan. 1 2008</b>
\$126.10	\$127.61	\$129.46	\$131.28

It is understood that in the normal course of business employees running to Buffalo will **make** two (2) runs per day, and it *is* agreed that if, as a result of the Company's decision an employee takes only one (1) run to Buffalo in a day and then the second run is cut-off, an employee will receive the equivalent of at least five (5) hours pay at the regular hourly rate for that day provided he accepts any other work in his classification available to be performed that day, including loading of equipment. If such employee refuses to perform such available work he shall only be entitled to his trip rate for the one (1) run performed by him on such day.

- 24.5 Employees operating on runs to Jolliette from the St. Lawrence Cement depot, Mississauga, Ontario, shall not be paid **on** the basis of an hourly rate, but instead shall receive trip rates as listed below. Such amounts so paid to the employees operating such runs shall be deemed to include **yard** time, hook-up time, coffee breaks, loading time and time for refuelling of equipment. Delays due to inclement weather or breakdown time, including equipment break-down, plant breakdown or waiting time because of breakdown, shall be paid **for** at the regular hourly rate.

The trip rate shall be:

<b>Aug. 10 2003</b>	<b>July 1 2004</b>	<b>Jan. 1 2005</b>	<b>July 1 2005</b>	<b>Jan. 1 2006</b>
\$326.19	\$330.43	\$334.69	\$338.94	\$343.21

<b>July 1 2006</b>	<b>Jan. 1 2007</b>	<b>July 1 2007</b>	<b>Jan. 1 2008</b>
\$348.19	\$352.37	\$357.48	\$362.52

Aug 10 2003	July 1 2004	July 1 2005	July 1 2006	July 1 2007
\$260.00	\$260.00	\$312.00	\$312.00	\$312.00

## ARTICLE 25 - DURATION

25.1 This Agreement as amended shall become effective July 1, 2003, and shall remain in full force and effect until **June 30<sup>th</sup>, 2008**, and from year to year thereafter unless either party shall give notice in order to amend within ninety (90) days prior to the termination date shown herein. Any notice or revision shall be accompanied by a proposal showing the changes submitted. All notices - shall be in writing from either party.

**EACH OF THE PARTIES** has caused this Agreement to be signed by duly authorized officials of the Company and the Union as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**FOR THE COMPANY:**

*Bernard J. Hunt*

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*J. McKeen*

*Ray Cook*

*John McLean*

## RULES AND REGULATIONS

### JOHN GRANT HAULAGE TEAMSTERS LOCAL UNION NO. 879

FOR disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after two (2) years.

NOTHING in these Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular grievance machinery. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company.

ANY employee requested to sign for the receipt of an incident report may be accompanied by a Steward.

ALL penalties and reprimands, other than in the case of accidents (which shall mean any occurrence as a result of which property is damaged or physical injury is suffered) must be issued to employees within five (5) days, Saturdays, Sundays and paid General Holidays excepted, from the time the infraction became known, with a copy to the Local Union; otherwise the penalty or reprimand will be considered null and void. The Company agrees that all incident reports and accident reports respecting accidents which do not involve moving motor vehicles shall be removed from each employee's file pertaining to infractions occurring prior to July 1, 1979. Reports on accidents involving moving vehicles shall remain in each employee's file.

#### 1 - PASSENGERS

- (a) No driver shall be permitted to allow anyone except employees of the Company who are on duty or other transport drivers broken down on the highway to ride in his truck except by written authorization of the employer.

## 2 - ACCIDENTS

- (a) Accidents for which the employee is at fault or for which his action or lack of action is a contributing factor, will result in disciplinary action which may range from reprimand to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents. However, the driver will be absolved of blame if the accident is proven to be caused by mechanical failure, and the Company will then be responsible for wages and expenses if the driver involved is required to appear in court relating to the accident.
- (b) In cases in which a charge is laid or is about to be laid against the employee or in cases in which it would clearly not be in the interest of the employee involved, the Company or the public, the Company may suspend the employee during its investigation of the accident.

In the case of any suspension for the investigation of an accident, the same shall not exceed five (5) days, Saturdays, Sundays and General Holidays excluded, and any employee so suspended shall be paid for all time lost during such suspension should it be found that he was not at fault. In all other cases no employee will be suspended for the investigation of an accident but rather the Company will investigate the accident in which any employee is involved and within thirty (30) days after the day the accident occurred, notify the employee of any disciplinary action which the Company intends to take and the penalty to be imposed. Nothing herein shall prevent the Company from suspending or discharging an employee within the thirty (30) day investigation period, However, should it be found that the employee was not at fault, the employee so suspended shall be paid for all time lost during such suspension, and if discharged, shall be reinstated and paid for all time lost during the period so discharged.

- (c) Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the employee being subject to dismissal.

### 3 - EQUIPMENT

- (a) Tampering with tachograph, governor or other safety devices:

1st offense - 1 week off  
 2nd offense - subject to dismissal

- (b) Failure to ensure that power equipment is properly serviced for fuel, oil and water, and that all tire pressures are checked before leaving and upon returning to the terminal where required by the Company:

1st offense - reprimand  
 2nd offense - 1 day off  
 3rd offense - 3 days off  
 subsequent offenses - subject to dismissal

- (c) Failure to insure that power equipment is properly serviced for oil and water where serious damage results to motor:

1st offense - 1 week off  
 2nd offense - subject to dismissal

- (d) Failure to properly tarp cargo and equipment:

1st offense - reprimand  
 2nd offense - 1 day off  
 3rd offense - 3 days off  
 subsequent offenses - subject to dismissal

- (e) Failure to tarp and secure loads when required may result in disciplinary action according to the seriousness of damage resulting:

1st offense - reprimand  
 2nd offense - reprimand to 3 days off  
 3rd offense - subject to dismissal

- (f) Failure to report mechanical defects in equipment, if known:
- 1st offense - 1 day off
  - 2nd offense - 3 days off
  - subsequent offenses - subject to dismissal
- (g) Unauthorized use of Company motor vehicles:
- 1st offense - reprimand to 3 days off
  - 2nd offense - subject to dismissal

#### **4 - CONDUCT AND BEHAVIOUR**

- (a) Consuming intoxicants or illegal stimulants while on duty or on the Company's property:
- 1st offense - subject to dismissal
- (b) Reporting for duty while under the influence of an intoxicant or an illegal stimulant:
- 1st offense - reprimand to 1 week off
  - 2nd offense - subject to dismissal
- (c) Theft, or wilful damage:
- 1st offense - subject to dismissal
- (d) Failure to obey oral or posted instructions of authorized personnel (names of persons in authority will be posted):
- 1st offense - reprimand
  - 2nd offense - 1 day **off**
  - 3rd offense - 3 days off
  - 4th offense - subject to dismissal

- (e) Deliberate disobedience of orders of authorized personnel:

1st offense - subject to dismissal

- (f) Failure to report to the Company in writing within seven (7) days of a conviction for which the employee's licence to operate a motor vehicle is suspended:

1st offense - subject to dismissal

- (g) Failure to report in writing to the Company a change of the employee's address within five (5) days of change:

1st offense - reprimand

2nd offense - 3 days off without pay

3rd & subsequent offenses -5 days off without pay

## **5 - REPORTS**

- (a) Deliberate falsification of time cards or trip reports:

1st offense - subject to dismissal

## **6 - DRIVING BEHAVIOUR**

- (a) Driving at speeds in excess of Government posted speed limits or tailgating:

1st offense - reprimand

2nd offense - 1 day lay-off

3rd offense - 3 days lay-off

4th offense - subject to dismissal



## 7 - ATTENDANCE

- (a) Failure to notify the Company no less than two (2) hours before regular starting time when unable to report For duty with a reasonable explanation:

- 1st offense - reprimand
- 2nd offense - reprimand
- 3rd offense - subject to dismissal

- (b) Reporting late for work without a reasonable a reasonable explanation:

- 1st offense - reprimand
- 2nd offense - 1 day off
- 3rd offense - 3 days off
- 4th offense - subject to dismissal

## 8 - LATENESS

An employee who may occasionally report late for work fifteen (15) minutes or less will not be subject to penalty but an incident report will be issued **for** the employee's record.

Employees who are late for work by more than fifteen (15) minutes without a reasonable excuse will be subject to the penalty **of** one day off. Employees reporting late for work may not get the load or work schedule for him, and may be required to stay on stand-by at no pay for a period of up to two (2) hours, at which time, he will either put on the clock or sent home as all **or** part of his penalty. These employees shall be given work within these two (2) hours only if such work does not interfere **with** any other employee's dispatch or those employees called **in**.

## 9 - GENERAL

- (a) Employees failing to report for duty after accepting dispatch or failing to call for dispatch time:
- 1st offense - 3 days off
  - 2nd offense - 3 to 7 days off
  - 3rd offense - subject to dismissal
- (b) Employees booking off when necessary shall notify the Company when calling at dispatch time, failure to do so may result in the following penalty:
- 1st offense - 3 days off
  - 2nd offense - 3 to 7 days off
  - 3rd offense - subject to dismissal
- (c) Failure to obey instructions regarding the routing of equipment:
- 1st offense - reprimand
  - 2nd offense - 3 days off
  - 3rd offense - subject to dismissal
- (d) Tires, wheel nuts and lugs shall be checked at least every fifty (50) miles and at either end of a trip. Failure to do so may result in the following penalties:
- 1st offense - reprimand
  - 2nd offense - 1 day suspension
  - 3rd offense - 3 to 7 days suspension
  - 4th offense - subject to dismissal

THE COMPANY AGREES that the interpretation of, as well as the use of, these penalties shall be on a reasonable basis, using good common sense in administering the Rules and Regulations as outlined herein.

**LETTER OF UNDERSTANDING**

BETWEEN:

**JOHN GRANT HAULAGE LIMITED**

- and -

**TEAMSTERS LOCAL UNION NO. 879**

Affiliated with the  
International Brotherhood of Teamsters

During contract negotiations, 2003, the parties identified concerns about the shared use of sleepers, team-use of sleepers, and unexpected transfers of vehicles.

The parties signed below agree to meeting during the closed period with a commitment to resolve outstanding concerns and make recommendations on the use of such.

The use of a Federal Mediator may be requested under Section 105 of the Canada Labour Code.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE COMPANY:**

**FOR THE UNION:**

*Beverly J. Grant*  
\_\_\_\_\_  
\_\_\_\_\_

*J. McLean*  
\_\_\_\_\_  
*Ray Cook*  
\_\_\_\_\_  
*Bob Fin Can*  
\_\_\_\_\_

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