

COLLECTIVE AGREEMENT

BETWEEN

RAILTRAN SERVICES INC.
(hereinafter referred to as the "Company")

AND

TEAMSTERS LOCAL UNION 91
(hereinafter referred to collectively as the "Union")

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ARTICLE 1 - INTENT AND PURPOSE

Section 1.01

The Company and the Union each represents that the purpose and intent of this Agreement is to promote co-operation and harmony; to recognize mutual interests; to provide a channel through which information and problems may be transmitted from one to the other; to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service and to set forth herein the Agreement covering rates of pay, dispute procedure and conditions of employment which will render justice to all.

ARTICLE 2 - RECOGNITION

Section 2.1

The Company recognizes the Union as the exclusive bargaining agent for all employees of the Railtran Services Inc., working at and out of the city of Brockville and Elizabethtown, Ontario excluding supervisors and those above the rank of supervisor, office, clerical, sales staff and dispatchers.

Section 2.2

There shall be three (3) Departments in which of employees covered under this agreement will work:

- a) Driving Department
- b) Yard Department
- c) Shop

Company and Owner/Operator Drivers will form the Driving Department and will be listed together on a Seniority list for that department in the Terminal.

Yard Employees will form the Yard Department and will **be** listed on **a** Seniority list for that department in the Terminal.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1

The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of Management and, without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations, and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

Section 3.2

The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4 - UNION SECURITY

Section 4.1

All present employees and all the new employees must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement, as their financial contribution to the Local Union.

Section 4.2

All employees hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's initiation fees in instalments of twenty-five (\$25.00) per **week** after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in **full**. The Company agrees to remit such monies **so** deducted to the Head Office of the Local Union along with a list of employees from whom the money was deducted at the same time as the Union dues are remitted.

Section 4.3

The Company agrees for the duration of this Agreement to deduct from the last paycheck each month, the monthly dues of any employee covered by the Agreement and remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted.

Section 4.4

The Union will notify the Company in writing, of any arrears in dues caused for any reason, or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

Section 4.5

The Union checkoff form may be:

- (1) A Union provided form;
- (2) a Company provided form;
- (3) a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-initiation Fees" and the Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

Section 4.6

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deductions Authorization Forms, all of which shall be signed by all new employees on the date of hire. All completed Application for Membership Forms shall be returned to the Union within seven (7) working days and shall serve as additional notification of commencement of employment.

Section 4.7

The deduction of Union dues shall be made from every employee including, but not limited to probationary employees.

Section 4.8

The Company shall not be required to discharge or suspend any driver who has been expelled or suspended from the Union for any reason other than the non-payment of initiation fees, Union dues and assessments.

Section 4.9

The Company shall show the yearly Union monthly dues deductions on employees T4 slips.

Section 4.10

The Company agrees that employees who are *off* work due to sickness or injury and/or Worker's Compensation, shall not have Union dues or initiation fees deducted from any General Holiday payments.

Section 4.11

It is agreed that owner/operators are dependent contractors, work under the Company's operating authorities and insurance coverage. They are dispatched exclusively under the Companies dispatch system and may only work for the company.

ARTICLE 5 - EXTRA CONTRACT AGREEMENTS

Section 5.1

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

ARTICLE 6 - DISCRIMINATION

Section 6.1

No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

ARTICLE 7 - ADMISSION TO COMPANY PROPERTY

Section 7.1

Representatives of the Local Union shall be allowed to enter the Company's premises to deal with the administration of the Agreement provided they do not interfere with the normal operation of the Company and notify the Company of their presence.

ARTICLE 8 - STRIKES, LOCKOUTS AND PICKET LINES

Section 8.1

During the term of this Agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.

Section 8.2

The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.

Section 8.3

The Union recognizes the right of the Company to protect its business and the property of its customers.

Section 8.4

Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or at a third party location is unduly prejudicial to the interests of the Company, its employees or the Union.

Section 8.5

In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 9.1

A grievance shall consist of a dispute concerning the interpretation and application of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration.

Section 9.2

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Step 1

By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days from the date of the alleged violation. The seven (7) days and thirty (30) days limitations provided shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare, Pension premiums or the monies accruing from the Cost of Living Allowance, where such premiums, contributions or allowances have not been paid in line with the provision of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of Article 13. The grievor may be accompanied by a Union Steward and, if deemed necessary by the Union, he may also be accompanied by a Business Representative of the Union. A decision shall be given in writing within seven (7) full working days following this meeting. Failing settlement, then;

Step 2

Within seven (7) calendar days following the decision in Step 1, the grievor and a representative of the Union shall meet with the senior terminal representative of the Company or his designate. A decision shall be given in writing within seven (7) full working days following this meeting. Failing settlement, then;

Step 3

Within seven (7) calendar days following the decision in Step 2, an official or officials of the Union shall meet with the senior representative of the Company. This meeting shall be held at the local of the terminal involved unless otherwise agreed. A decision shall be rendered in writing within seven (7) full working days following this meeting.

Meetings shall be held at a mutually agreeable time and time limits outlined above may be extended or altered if mutually agreed by the Union and the Company.

Section 9.3

Failing settlement under Step 3 of any difference and including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision in Step 3 is given, it shall be deemed to have been abandoned.

Section 9.4

Any complaint or grievance concerning or affecting a group of employees shall be submitted in writing and originated under Step 2.

Section 9.5

Any complaint or grievance arising directly between the Company and the Union shall be submitted in writing and originated under Step 2.

Section 9.6

All written grievances shall contain a description of the grievance.

Section 9.7

A claim by an employee that he has been unjustly discharged or suspended shall be treated as a grievance and may be taken up under Step 2 of the Grievance Procedure provided a written statement of such grievance is lodged with the Company within seven (7) calendar days, after the discharge or suspension is effected.

Such special grievance may be settled under the Grievance Procedure by:

- a) confirming the Company's action in dismissing or laying off the employee, or
- b) reinstating the employee with the full compensation for the time lost, or
- c) by any other arrangement which may be deemed just and equitable.

Section 9.8

Where a driver on highway operations is away from his home terminal and thus unavailable to proceed with the Steps of the Grievance Procedure within the time limits prescribed, such time limits shall be extended so as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.

Section 9.9

No matter may be submitted to Arbitration which has not been properly carried through the proper steps of the Grievance Procedure unless otherwise mutually agreed.

Section 9.10

Any employee covered by this Agreement when called into the Company's office for any discussion with Management above the level of dispatcher which may result in disciplinary action or a grievance shall, be accompanied by a steward. If a steward is not available the employee will have an employee of his choosing there with him to act as a witness.

Any disciplinary action involving a suspension a steward will be present.

Section 9.11

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 provision of this Agreement.

ARTICLE 10 - ARBITRATION

Section 10.1

When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing and at the same time appoint a nominee. Within seven (7) calendar days thereafter the other party shall appoint their nominee.

Section 10.2

The two (2) nominees shall attempt to select, by agreement, a chairman of the Arbitration Board. If they are unable to agree upon a chairman within a period of twenty (20) full working days following the date of their appointment, they will request the Federal Minister of Labour to appoint a Chairman.

Section 10.2 (a)

Within seven (7) calendar days of receipt of the notice of intent to arbitrate under Section 11.1 the grieving party may elect to proceed to arbitration by a one-person Board of Arbitration. Should the parties fail to appoint a one-person Board of Arbitration within thirty (30) calendar days, either party shall request the Minister of Labour to make the appropriate appointment.

Section 10.3

No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

Section 10.4

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside, any penalty or discipline imposed relating to the grievance then before the Board.

Section 10.5

Each of the parties hereto will bear the expense of their appointee to the Board and the parties will equally bear the fees and expenses of the chairman.

Section 10.6

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of a majority of such a Board will be final and binding upon the parties hereto and the employee concerned.

Section 10.7

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

Section 10.8

All monetary grievances mutually agreed upon shall be paid the following pay period and will be identified as such.

ARTICLE 11 - STEWARDS

Section 11.1

The Company acknowledges the right of the Union to appoint a Steward and, if the operations are such as cannot be covered by this Steward, an additional Stewards may be appointed at the Union's discretion.

Section 11.2

Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 11.3

If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his basic hourly rate for all time spent during the processing of the grievance with the Company. However, such time spent shall not be subject to any call-in guarantee or overtime provision. The Steward will always receive his normal days earnings in the event a meeting conflicts with his daily dispatch to work.

Whenever practicably possible the Steward will endeavor to complete his daily dispatch.

Section 11.4

Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and register a grievance commencing with Step 2 of the Grievance Procedure set out in this Agreement.

Section 11.5

The Union will inform the Company in writing of the name of the Business Representative and Steward and of any subsequent change. The Company shall not be asked to recognize any Business Representative or Steward until such notification from the Union has been received.

Section 11.6

The Company will notify the Union by registered mail or facsimile prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

Section 11.7

For the purpose of lay-off and the day-to-day allocation of work within the department, the Steward shall enjoy his own seniority or that of the last man called in (Excluding the senior man). In a department where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

Section 11.8

For the purpose of processing specific grievances or disputes, business representatives and Stewards shall have relevant trip sheets, book-in, book-out sheets, time cards and personnel disciplinary records made available to them within twenty-four (24) hours at the head office terminal during the office hours of the Company and at other terminals within seven (7) calendar days.

ARTICLE 12 - SENIORITY

Section 12.1

Seniority shall be terminal wide but not interchangeable with any other department within the terminal

There shall be three separate seniority lists Driving, Yard and Shop.

Section 12.2

Seniority shall be used to govern work preferences (hours and equipment) layoffs and recalls.

Section 12.3

In the event of a layoff, the Company shall consider:

- (a) the seniority of the employee;
- (b) the qualifications of the employee;

and where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

Section 12.4

Employees for whom no work is available for seven (7) scheduled working days shall, be considered laid-off and have their Employment Insurance Record of Employment issued. However the Company may call employees according to seniority on a day-to-day basis requesting them to report for work when available.

Employees who are laid off and who obtain work elsewhere may make application for leave of absence as set out in Article 42. Should the other employment cease, for which the leave of absence was obtained, upon notification from the employee his name may then be placed on the recall list, upon mutual agreement between the Union and the Company. However, should no junior employee be available, they shall be subject to a recall under the terms of Section 12.06 (c) of this Agreement.

Section 12.5

The seniority list shall be prepared and posted by the Company every three (3) months. The Company shall also supply sufficient copies to the Stewards and Union.

The posted copy will show the proper seniority order of the employees as well as their start date.

The copy sent to the Union in addition will contain the current address and telephone number of each employee as contained in the Company's records.

Section 12.6

An employee's employment shall be terminated for any of the following reasons:

- (a) If he voluntarily quits the employ of the Company;
- (b) If he is discharged and is not reinstated through the Grievance Procedure as provided in this Agreement;
- (c) If he has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than eight (8) consecutive days from the date of notification to report for duty;
- (d) If he overstays a leave of absence without securing an extension in writing of such leave of absence or if he takes employment other than declared and agreed upon when applying for the leave of absence;
- (e) If he is absent from work without securing a leave of absence for more than three (3) consecutive scheduled days without a valid reason acceptable to the Company;

- (f) If an employee is laid off and not recalled for a period extending beyond twenty-four **(24)** consecutive months or, if such employee requests and is paid any statutory termination benefits whichever comes first;

- (g) if an employee is laid off in excess of thirteen **(13)** weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request.

Section 12.7

Employees, promoted to supervisory positions or positions not subject to this Agreement, will not retain their seniority after promotion for a twelve (12) month period only. If demoted for any reason, or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he be subsequently discharged in such a position beyond the jurisdiction of this Agreement.

Section 12.8

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury as early as possible. The employee shall notify the Company when he is able to return to work and shall be assigned the next available dispatch in line with his seniority. However, an employee off work as set out above shall not by virtue of his absence, retain seniority over a senior employee who has been laid off.

Section 12.9

It is agreed that the Employee holds seniority not the vehicle that they own or operate.

ARTICLE 13 - PROBATIONARY PERIOD

Section 13.1

All new employees shall serve a probationary period of sixty (60) calendar days before acquiring any seniority rights and during such probationary period, they shall not have recourse to the Grievance or Arbitration Procedure. The Company may not discharge an employee for purposes of forcing an additional probationary period.

Upon completion of the sixty (60) calendar days, the employee shall be discharged or placed on the regular seniority list as of the date of commencement of his probationary period.

ARTICLE 14 - DISCIPLINARY ACTION AND TERMINATION

Section 14.1

Employees who are discharged shall have their discharge confirmed in writing, forwarded by registered mail to their last known address within five (5) working days from the time of the discharge, and their pay will be direct deposited at the next pay period, along with delivery of their pay stub.

Section 14.2

Employees who voluntarily terminate their employment with the Company shall have all monies owing them paid not later than the pay day next following their date of termination.

Section 14.3

When an employee is suspended or discharged away from his home terminal, and is waiting for the first available transportation to his home terminal, the following provisions will apply:

The first ten (10) hours shall be treated as a layover and accommodations shall be provided. Delay in excess of the first ten (10) hours will be paid until time of departure or the expiry of the second ten (10) hours, whichever occurs first.

In the event the delay is in excess of the second ten (10) hours, the lay-over provisions will then apply and the above conditions will then repeat themselves until time of departure.

Section 14.4

Employees must return all company property prior to receiving their final pay.

ARTICLE 15 - SUPERVISORS

Section 15.1

Supervisors will not perform any work which falls within the scope of this agreement except in case of emergency, for instructional purposes or by consent of the Local Union.

Section 15.2

When supervisors are appointed, a notice to that effect will be posted on the bulletin board. No employee will be penalized for refusing an order if the Company has failed to post such notice.

ARTICLE 16 - CASUAL WORK

Section 16.1

The Company agrees that where it is necessary to use casual help to supplement the normal work force because of peak periods, sickness, accident or absenteeism, the following conditions shall apply:

Casual help shall be defined as a person employed by the Company to fill the vacancy created by an employee who is absent from work for any reason and such casual shall perform the normal duties of the absent employee.

A casual employee who exceeds two (2) working days in any one (1) week shall become a probationary employee except when replacing a regular employee on vacation, sickness or injury not exceeding thirty (30) days and summer peak vacation periods from June 1st to September 1st.

Section 16.2

The Company agrees to deduct from the first (1st) pay due each month to any casual employee an amount equal to the monthly Union dues of the Union. Such monies so deducted shall be forwarded to the Union no later than the tenth (10th) day of the month following that in which the deductions were made together with a list of those for whom the remittance is made.

In the event the Company utilizes casuals employed by outside agencies, the Company shall remit an amount equal to the Union monthly dues with respect to all such persons and all of the conditions of Article 16 will apply.

If the Company fails to deduct Union dues then the Company will become liable for the payments of these dues.

Section 16.3

All casuals shall be required to punch a time card. Casual's time cards will be made available upon request from the Steward and/or business representative of the Union. Book-in and book-out sheet will also be made available.

Section 16.4

No casual help will be used when it will deprive probationary or regular employees of reasonable overtime hours and/or their normal hours of work.

Section 16.5

Laid off employees shall be given the first opportunity for casual work and they will be entitled to the daily call-in guarantee.

Section 16.6

Casual help exclusively of laid off regular employees shall not be covered by the terms of this Agreement except that they shall receive the wages and Cost of Living bonuses as provided in this Collective Agreement.

Section 16.7

Where the Union establishes that casual help is being used where a regular employee could be fully employed, the Company shall replace casual help with one or more probationary employees.

Section 16.8

The Company agrees that where new or additional casual help is required, the Company will contact the Union. In the event the Union is unable to supply qualified persons, the Company shall obtain such help from any available source.

Section 16.9

The terms of Article 16 may be varied by written mutual agreement between the Company and the Union.

Section 16.10

All casuals shall be subject to the conditions of Section 22.5.

ARTICLE 17 - TRAINING

Section 17.1

The Company will ensure that all employees will be trained in the safe and proper method of handling any material or operating any equipment they are required to handle or operate. Employees will be paid for all time spent in such training at the training rate, or mileage rate. Such rate shall only apply while the employee is with the trainer.

Section 17.2

Time spent in training shall not be used in the computing of overtime hours nor shall the overtime provisions of this Agreement apply. This will only apply to probationary employees.

Section 17.3

Employees requested to train another employee by the Company shall receive a five dollar (\$5.00) an hour premium for all time spent training.

ARTICLE 18 - HIRED AND LEASED EQUIPMENT

Section 18.1

The Union agrees that the Company may have leased operators up to a maximum of ten percent (10%).

Section 18.2

All owner/operators shall be Company employees and covered under all the terms of this Agreement.

Section 18.3

Those Company employees who purchase their own truck shall maintain their Company seniority for all purposes.

Section 18.4

If an owner/operator's truck is out of service due to mechanical failure, etc., he may work at the bottom of the seniority list providing there are loads and Company equipment available.

Section 18.5

In the event a owner/operator wishes for any reason to cease providing his own equipment and become a regular employee with full seniority he must give the Company sixty (60) days written notice.

Section 18.6

Appendix "b" shall be inclusive and form part of this Agreement.

The Company agrees to offer all future Owner Operator positions to existing employees first before hiring from outside of the company.

ARTICLE 19 - COMPLETE OR PARTIAL CLOSURE OF TERMINALS & MERGERS

Section 19.1

In the event of the complete closure of an established permanent type terminal where the work is moved to another terminal(s) under the jurisdiction of the signatories to this Agreement, the Company will give the Union forty-five **(45)** days written notice of its intention to close a terminal and the affected employees may bid according to the seniority and qualifications to move to the terminal(s) to which the work is being moved. Where the closure of a terminal is effected and no work is being moved, employees who are terminated will be provided with two (2) weeks notice or pay in lieu, plus severance pay in the amount of ~~two~~ (2) days pay for each full year of service.

Partial years of service shall be pro-rated.

Section 19.2

In the event of the partial closure of a terminal, as a result of the work being moved to another terminal(s) and which results in a reduction of employees in the terminal so affected, the following will apply:

- (a) A meeting shall be held between the Company and the Union thirty (30) days prior to the partial closure in an effort to reach a satisfactory agreement for all concerned in the terminal from which the work **is** being moved.
- (b) Failing agreement under paragraph (a) above, employees in the terminal affected will have first opportunity of moving with the work or exercising their seniority within their own terminal. If any of the employees elect to exercise their seniority and bump into other work within their own terminal then the available vacancies at the terminal where the work is being moved to shall be posted for bid in accordance with their seniority, to those qualified employees in the terminal from where the work is being moved;

- (c) any employee who is laid off as a result of the partial closure will be given fourteen (14) days notice of such layoff or pay in lieu thereof;
- (d) It must be clearly established that there is a movement of work in order for the above provision to apply;
- (e) Any dispute arising under the above provisions shall be immediately referred to arbitration as outlined in Article 11 herein.

Section 19.3

In the event the work is moved back to the original terminal, personnel moving under the conditions of Section 19.1 or 19.2 will retain their seniority at the terminal from which they moved for a period of twenty-four (24) months from the date of their original move.

Section 19.4

Persons moving under the conditions of Section 19.1 or 19.2 will dovetail their seniority dates with those persons already employed at the terminal to which they move.

Section 19.5

If the Company acquires by way of purchase or in any other manner the business or undertaking of any other employer and such operations are merged, the seniority of all active employees will be dovetailed including those employees who are *off* work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the employees after the merger, layoff will commence at the bottom of the dovetailed active seniority list, and such employees will remain on the active seniority list for the purpose *of* recall.

Section 19.6

In the event that any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees on layoff will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees, preference will be given subject to the recall provisions of Article 12 first to those laid-off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article, his original seniority will be dovetailed with the seniority of the active employees.

Section 19.7

In the event that the preceding sections in the opinion of either party fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by agreement between the successor Company and the Local Union or Unions concerned. If mutual agreement is not reached the conditions outlined in Section 19.5 and 19.6 apply.

ARTICLE 20 - JOB OPENINGS

Section 20.1

If the Company opens an additional permanent type terminal, all present employees will be given the first opportunity of this work in accordance with their seniority and qualifications.

Section 20.2

When a job opening occurs for a driver within a terminal, such opening will be posted within the terminal for seven (7) calendar days. Employees within a terminal will be allowed to bid in accordance with their seniority. The most senior employee bidding on the vacancy will move to the opening retaining **his** seniority.

Section 20.3

When the Company requires a work force on a temporary basis, such work will be posted for bid and senior employees will be given the first opportunity of such work but no one shall be forced to move. It is also understood any employee successfully bidding on such work will retain his seniority at his own terminal. Where the above mentioned work is in an area with an established terminal, it is understood that the temporary work force will operate at the bottom of the seniority list at such terminal.

A temporary job is to be thirty (30) calendar days or less.

If no one bids on a temporary job, the job goes to General Dispatch and after five (5) days on the job, a driver will be dispatched to his home terminal, unless a trip to its destination takes longer or of the employee agrees to do the trip.

Section 20.4

For all temporary out of town jobs, employees at the nearest established terminal shall be given the preference of bid openings by seniority and qualifications.

Section 20.5

For the purpose of Sections 20.4 and 20.5 only of this Article, the Company agrees to pay a subsistence allowance of thirty-five dollars (\$35.00) per diem. The condition of the job bid will include the number of days required for the purpose of applying the subsistence allowance. The Company will be required to pay such allowance for seven (7) days per week where it does not arrange to get the employee back to his home terminal. Further, the employee will receive a minimum of ten (10) hours pay in each twenty-four (24) hour period, Saturdays, Sundays and General Holidays excluded.

Notwithstanding the above, the subsistence allowance may be waived by mutual agreement between the Union and the Company.

ARTICLE 21 - DISPATCH PROCEDURE

Section 21.1

Section 21.2

There will be daily shift starting times established by the Company and bid on by seniority.

Section 21.3

Employees will be allowed to bid by seniority to the shift/division and the equipment that they prefer. The Company reserves the right to assign equipment where the operational needs require it.

Section 21.4

Employees will be allowed to bid by seniority their preference with respect to additional work the Company does from time to time. (For example the Company will have a list of long haul drivers in the event they obtain a long haul run. These drivers will also be either an Ingot Driver or a Remelt Driver for his regular day-to-day dispatch.)

Section 21.5

Loads will be offered on the way down the seniority list and forced on the way up.

Section 21.6

On days when there are less than twenty loads, the number of loads available will be offered to the same number of drivers based on seniority. For example if there are fifteen total loads the top fifteen drivers based on seniority who are regularly scheduled to work will be offered one load each. If there is not an Ingot load available for an Ingot driver he will be offered a Remelt load if one **is** available. (The Company will provide a form for the drivers to complete which will inform the Company as to whether Drivers will accept these loads when offered.) If the Ingot Driver has indicated on his form that he will haul Remelt he will be offered the load. If the Driver does not want to haul Remelt he will be bypassed and the load will be offered to the next driver on the list.

All back hauls will be offered by seniority.

Section 21.7

On days when there are between twenty and forty loads, the first twenty Drivers scheduled will be offered loads in the same manner as outlined in Section 21.5. Once each of the twenty Drivers has been dispatched one load, the Company will return to the top of the seniority list and offer the remainder of the loads.

All back hauls will be offered by seniority.

Section 21.8

On days when there are more than forty loads each driver scheduled will be offered one load and then the Company will return to the top of the seniority list and offer the remainder of the loads.

Section 21.9

There are two types of Back hauls, Cold Mill Loads to Brockville and Hot Mill or Cold Mill Loads to Kingston. The Company averages 4 Hot Mill Loads to Kingston each day. On days when there are more than forty loads, the Kingston Hot Mill Back hauls will be offered to the Ingot Drivers based on seniority and the Brockville Cold Mill loads will be offered to the Remelt Drivers based on seniority.

Section 21.10

Employees who are sharing a truck with an employee on another shift will be restricted from working excessive hours on a particular shift so as not to deprive the employee on the opposing shift his rightful days work. It will be the responsibility of the Company to manage the operations to achieve this principle.

Section 21.11

Any employee deprived of his bid shift start due to improper dispatching by the Company will be paid as if he was performing his normal duties. (For clarity, he will receive his normal shift's pay despite the fact that he will not have actually worked the whole shift.)

Section 21.12

The employee who was dispatched improperly by the company will not be held responsible as it is the duty of the Company to properly control the dispatching.

Section 21.13

In the event of scheduled train arrival delays the Company will notify the affected drivers and the Dispatch will be adjusted for that day only. The following shift will report as advised and dispatching will continue as bid by the beginning of the next day.

ARTICLE 22 - BID RUN OPERATIONS

Section 22.1

Bidding for bid operations shall be by Departmental seniority. Once bid is done it shall be posted.

Section 22.2

Where bid runs may be set up or where there are special operations the Company and the Union will meet to establish bid conditions governing such operations. These conditions shall be reduced to writing and shall be subject to all the provisions of this Article. Bid runs will only be established by agreement with the Union involved. The Union's approval will not be unreasonably withheld.

Where the Company has temporary work for five (5) days or less the work will be assigned to the long haul drivers by seniority.

Section 22.3

Bid operations which are open shall be posted and employees shall have seven (7) days from date of posting to bid and the Company shall then have seven (7) days in which to make bid allocation.

Section 22.4

Allocation of bids for any specific bid operation shall be by seniority and qualifications. If there are insufficient bids submitted within the required seven (7) day period as set out above the Company shall make the assignment to the junior employees in the general dispatch commencing with the most junior and working upwards.

Section 22.5

In instances where there is a shortage of work in a bid operation or where such bid operation or a portion thereof is discontinued, any employee affected shall receive the next available dispatch in the general operations in line with his seniority and so continue to operate in general dispatch for the remainder of the week or until he arrives back at his home terminal and has had sufficient time off duty to enable him to resume his bid.

Section 22.6

The Company must notify the Union in writing if a bid run is cancelled temporarily or permanently and will be posted for all employees on the bulletin board.

Section 22.7

Employees moving into other work as a result of a layoff must return to their original position when the work returns to normal.

Section 22.8

The terms of Article 22 may be varied by written mutual agreement between the Company and the Union.

Section 22.9

There shall be one final bid to enable employees the ability to move to a new division. Once this bid is finalized employees will be able to move by requesting in writing that they wish to move. Once six (6) months have elapsed the Company shall move them by seniority to the division requested by the employee.

ARTICLE 23 -SLEEPER TEAM OPERATIONS

Section 23.1

The Company agrees that in the event of an pending introduction of a Sleeper Cab Operation, the Company and the Union will meet and agree on the conditions for such operations. Such Sleeper Cab operations will not be introduced until the conditions are agreed upon.

ARTICLE 24 - PART-TIME EMPLOYEES

Section 24.1

A part-time employee shall be considered an employee working one (1) day or less per week. When a part-time employee's work exceeds one (1) day week Monday through Friday, he shall, commencing with the week he exceeded the one (1) day limitation, be considered a full-time employee and all conditions of this Agreement shall then apply. Regular employees who are laid-off shall be given the first opportunity for part-time work and the daily guarantee shall apply.

In order to receive health, welfare, and pension payments, and holiday pay, a regular laid-off employee must work a minimum of five (5) days in the month for which the payments are due and must be obligated for additional work in that month.

Section 24.2

The Company will pay to the Local Union in the same amount as paid by regular employees, union dues for all part-time employees who work any time during the month. The Company will be required to make the remittance to the Local Union by separate cheque listing names of such part-time employees in conjunction with Article 4 of the Collective Agreement.

Section 24.3

Hours worked by part-time employees on Saturday and/or Sunday will not enable them to become probationary employees.

Section 24.4

It is understood and agreed that the Company and the employees shall abide by the hours of service regulations.

ARTICLE 25 - LAYOVER PAY AND SUBSISTENCE ALLOWANCE

Section 25.1

If a driver is laid over for more than fourteen (14) hours, he shall be paid for all time laid over in excess of ten (10) hours in the first twenty-four (24) hour period from the time the run ends. The same principle shall apply in each succeeding twenty-four (24) hour period.

Layover hours shall not be used to calculate overtime.

Section 25.2

When accommodation and meals are not provided by the Company for Drivers required to layover away from their home terminal. Waiting for a dispatch or out of hours. Accommodation will be provided by the Company, a meal allowance of twenty-five (\$25.00) USD shall be paid for each layover.

Section 25.3

Transportation for laid over drivers will be provided by the Company to or from sleeping accommodation and restaurant facilities over one-half (½) mile from the Company's terminal up to a five (5) mile radius. Such transportation shall be supplied for under one-half (½) mile during inclement weather.

Section 25.4

The Company undertakes to use best efforts to ensure that all drivers going on out of town jobs will have sufficient funds for tolls and layover monies prior to departure for the trip.

ARTICLE 26 - HOURS OF WORK AND OVERTIME

Section 26.1

Overtime will be paid as per the Labor Code as it applies to each operational group

i.e. Drivers after 60 hours weekly Yard employees after 44 hours weekly
Shop employees after 44 hours weekly

Section 26.2

The Company shall allow hourly rated employees a half (1/2) hour unpaid lunch, fifteen (15) minute coffee break in the first half shift and another in the second half shift without **loss** of pay.

An employee who works through his lunch will not be deducted a ½ hour

When an hourly rated employee is requested to work on daily overtime he shall receive a fifteen (15) minute coffee break without **loss** of pay before commencing his overtime and another at the conclusion of each two (2) hour period thereafter while on such overtime.

Section 26.3

The work week may commence at 12:01 a.m. Sunday.

Section 26.4

Where the Company has overtime work to be performed during the week, **it** shall be allocated to qualified personnel in the following manner:

- (1) to the senior available employee on duty who is willing to perform the work;
- (2) where no one *is* available under (1), or in the event additional personnel are required, off-duty employees will be called in, in order of seniority, providing they are willing to perform the work.

Off duty employees **shall** be entitled to a minimum of four **(4)** hours for a call in. In order to qualify for the four **(4)** hour minimum the employee must be willing to perform meaningful work assigned by the Company.

- (3) When not enough employees-found, the Company can oblige in reverse order of seniority.

- (4) “The Company will post at the start of each week a sheet asking which drivers wish to work their days off or on weekends. At Friday noon of each week the sheet will be removed and the drivers will be listed based on seniority. Any driver who volunteers to work the weekend after noon on Friday will be placed on the list on a first come first on basis and not by seniority.”

ARTICLE 27 - CALL-IN GUARANTEE

Section 27.1

Any employee who reports for work at the time he was scheduled to report shall receive a minimum of four (4) hours pay at the applicable hourly rate. In order to qualify for the four (4) hour minimum the employee must be willing to perform meaningful work assigned by the Company.

ARTICLE 28 - MILEAGE - DETERMINING OF

Section 28.1

Hub mileage submitted by the driver shall be the determination for all mileage payments providing the proper paper work has been submitted. A driver failing to submit the proper paper work shall be paid using PC Miller.

ARTICLE 29 - TIME PAYMENT

Section 29.1

All employees shall be paid from punch to punch for all miles travelled or hours worked except where flat rate payments apply.

Flat rate payments shall be mutually agreed to and reduced to writing.

Section 29.2

All time payments shall include loading and unloading, hooking up and dropping trailers, fuelling, terminal delays, breakdowns, completing of log forms, tack cards, D.O.T. inspections . The driver must report same on his trip report and account for any claims for time payment. In respect of such claims the Company may, at its discretion, require drivers to sign a statutory declaration, having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, setting forth the causes to the best of their knowledge and belief for such breakdowns and/or delays.

ARTICLE 30 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 30.1

When new types of equipment or categories of work, for which rates of pay are not established by this Agreement, are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the Company shall establish the rates and such discussion shall be deferred to arbitration.

ARTICLE 31 - DEAD HEAD RATE

Section 31.1

Employees required to dead-head shall be paid the prevailing hourly rate. This shall include breakdowns and all delays, etc. Drivers will not dead-head in vehicles which are not equipped with passenger seats.

ARTICLE 32 - INTERNATIONAL BORDER CROSSINGS

Section 32.1

Drivers on a mileage rate taking a load across the international border shall receive twelve (\$12.00) dollars for each crossing while loaded.

Section 32.2

On sleeper cab operations the above noted shall be twenty-four (\$24.00) dollars split equally

Section 32.3

In the event an employee is detained in the U.S. for an infraction of the law that by its nature is the responsibility of the Company, the Company shall pay for any bail bond and/or the required Legal Counsel.

ARTICLE 33 - CONTINUOUS JOB

Section 33.1

On a continuous job where eating facilities are not readily available, after a driver has been on duty four (4) hours, the Company agrees to make arrangement to relieve the driver so that he can obtain food and be given time to eat same. After eight (8) hours, the Company agrees to supply and pay for meals.

ARTICLE 34 - PAY PERIOD

Section 34.1

The pay period shall be from Sunday to the following Saturday.

Section 34.2

Pay day shall be bi-weekly on Thursday and monies due him shall be available to him direct deposit form no later than 12:00 noon of that day.

Section 34.3

Shortages in excess of seventy-five dollars (\$75.00) will be paid withing two (2) working days of the Company being notified of such shortage.

Section 34.4

The practice of Direct-Deposit will be modified to allow for the deposit into the financial intitution of the employee's choice.

ARTICLE 35 -.PAYSLIP INFORMATION

Section 35.1

Where it is possible with the accounting equipment now in use, the Company agrees to show the number of miles and the amount earned by miles, the number of regular hours and the amount earned and the number of overtime hours and the amount earned and the meaning of all the abbreviations appearing on the employees pay cheque. If the Company installs new equipment, it is agreed it will install equipment that will supply the above-mentioned information. If the Company is presently supplying additional information over that listed above, it will continue to do so.

Section 35.2

Employee's trip reports shall be given to the employee at the same time as his pay.

ARTICLE 36 - TIME REPORT AND/OR TIME CARD

Section 36.1

If the Company changes a time card or trip report, the employee concerned must be notified in writing of the change.

ARTICLE 37 - TIME CLOCKS

Section 37.1

If the Company employs five (5) or more employees at any one (1) terminal, a time clock shall be provided and shall be accessible to employees. All employees must use it.

Section 37.2

There shall be a book-in, book-out sheet which all drivers must sign when they are arriving or leaving the terminal which will read - terminal, truck number, point of origin or destination and punch mark from the time clock, when available.

ARTICLE 38 - RECEIPTS

Section 38.1

All employees must be given dated receipts for all monies turned into the Company.

ARTICLE 39 - BONDING OF DRIVERS

Section 39.1

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within ninety (90) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

If the Company institutes a bonding system, present employees who are on the seniority list **will** not be discharged because of failure to obtain a bond unless the employee refuses to pay the additional bonding fee.

ARTICLE 40 - VACATIONS

Section 40.1

All employees including those employees working for Companies under Provincial jurisdiction, with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labor Standards Code as of July, 1965 and any subsequent amendment thereto.

Section 40.2

An employee having at least one (1) year continuous service with the company as of June 30th of any year shall be entitled to two (2) weeks vacation. Vacation pay will be computed at the rate of four percent (**4%**) of the employee's earnings with the company in the twelve (12) month period immediately preceding such June 30th.

Section 40.3

- 1) An employee having at least five (5) years continuous service with the Company as of June 30th in any year shall be entitled to three (3) weeks vacation. Vacation pay will be computed at the rate of six percent (6%) of the employee's earnings with the Company in the twelve (12) month period immediately following such June 30th.

- 2) Where the employee's fifth year anniversary date falls after June 30th the employee shall receive three weeks vacation. Vacation pay will be computed at four percent (**4%**) up to his/her anniversary date and at six percent (6%) from the anniversary date.

Section 40.4

- 1) An employee having at least ten (10) years continuous service with the Company as of June 30th in any year shall be entitled to four (**4**) weeks vacation. Vacation pay will be computed at the rate of eight percent (**8%**) of the employee's earnings with the Company in the twelve (12) month period immediately following such June 30th.

- 2) Where the employee's tenth year anniversary date falls after June 30th the employee shall receive four (**4**) weeks vacation. Vacation pay will be computed at six percent (6%) up to his/her anniversary date and at eight percent (8%) from the anniversary date.

Section 40.5

Vacation pay shall be computed on an employee's gross earnings, as defined by the Canada Labor Code. Vacation calculation period is July 1st - June 30th.

Section 40.6

If an employee's employment is terminated for any reason whatsoever, he will be paid his accumulated vacation credits.

Section 40.7

Each employee must take his vacation between July 1st and June 30th of each year, and it shall not be accumulated from one ~~(1)~~ year to another.

Section 40.8

In January of each year the company will post a form for the employees to select their desired vacation period. On April 1st of each year the selected vacation periods will be awarded by seniority subject to the projected operational needs of the company.

Section 40.9

The choice of vacation period after April 1st shall be according to seniority providing it does not conflict with the awarded vacation periods. (For clarity: Any vacation period awarded on April 1st cannot be bumped by a senior employee who failed to select his vacation period in the prescribed time.)

Section 40.10

Employees while on vacation cannot be called into work and must not be dispatched to conflict with the start of their vacation period.

Section 40.11

The summer vacation period shall be June, July, August and September inclusively.

Section 40.12

No more than ten per centum (10%) of all employees in each terminal may be on vacation at any one time.

Section 40.13

Employees who are qualified for more than two (2) weeks vacation are restricted to two (2) weeks during the summer vacation period. Once the first round of booking is done the Company shall then start at the top of the seniority list and offer the remaining weeks by seniority. Once that is done the remaining weeks shall be offered on a first come first serve basis.

Section 40.14

Vacation pay shall be by separate deposit with a statement of gross earnings and the percentage paid for that vacation period.

ARTICLE 41 - GENERAL HOLIDAYS

Section 41.1

The following General Holidays shall be observed:

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

Section 41.2

When one of the General Holidays set out above falls on a Saturday or a Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee is entitled to take the work day immediately preceding or following as the Holiday. The split of employees between the two (2) substituted days shall be in accordance with the volume of work on each day and the employees shall select their day by seniority.

The Company shall determine the split of employees as far in advance as local conditions permit but at least a minimum of two (2) working days prior to the General Holiday or Holidays involved.

The basis for payment for the Genral Holidays shall be TEN (10) **HOURS** at the appropriate hourly rate, provided:

- (a) they have been in the employ of the Company thirty (30) calendar days, and
- (b) they have not been laid off for a period longer than thirty (30) calendar days prior to the Holiday.

Section 41.3

Senior employees shall be given the first opportunity to work on General Holidays. The employees that work a General Holiday shall receive another day in lieu to be schedule at a later date mutually agreed to. (The Companies permission will not be unreasonably withheld.) However, they shall have the right to decline work, providing a sufficient number of junior qualified employees are available.

Section 41.4

A General Holiday shall be deemed to span the period between 12:01 a.m. to 12:00 midnight.

Section 41.5

Subject to operational needs and agreement of the Company, employees will have the option of moving the General Holiday to a mutually agreed day off with pay.

Section 41.6

Any of the General Holidays falling within an employee's annual vacation shall be paid for in addition to the annual vacation pay and may be taken as an additional day(s) at a time previously mutually agreed upon.

Section 41.7

Dispatches on Christmas and New Year's Eve:

Dispatches must be arranged so the highway drivers will be back in their home terminal and off duty at 6:00 p.m., December 24th and December 31st. However, this does not preclude the Company in case of emergency to move a load if a driver, in line with his seniority, is willing to accept a dispatch which will bring him back to his home terminal after 6:00 p.m. as mentioned above. For all General Holidays, the driver is entitled to thirty-six (36) clear hours off duty from the completion of his shift on the eve or the day of such General Holiday.

Drivers refusing to work under the above conditions will not have any claim in respect of a trip or trips he has refused.

ARTICLE 42 - LEAVE OF ABSENCE

Section 42.1

Leave of absence in excess of seven (7) calendar days will not be granted until a request for the same is submitted in writing to both the Local Union and the Company and is mutually agreed upon by the parties hereto.

Section 42.2

The Company agrees to grant to any employee an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

Section 42.3

Employees will maintain their seniority during any leave of absence.

ARTICLE 43 - BEREAVEMENT LEAVE

Section 43.1

In the event of a death in the immediate family, (husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, step-parents, grand-parents and grand-children) an employee will be given the necessary time off and will be paid three (3) days pay (highway drivers are to receive ten (10) hours pay per day and hourly rated employees are to receive eight (8) hours pay per day) at the regular rate of pay. If more time is required for any reason relating to death, a leave of absence will be granted.

ARTICLE 44 - VOTING TIME OFF

Section 44.1

Employees shall be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statutes.

ARTICLE 45 - JURY DUTY

Section 45.1

If an employee is called for Jury Duty or as a Crown Witness on any of his normal working days, the Company agrees to pay the equivalent of a ten (10) hour day at straight time less the amount received for Jury Duty or Crown Witness pay for each such day.

ARTICLE 46 - NEGOTIATING COMMITTEE

Section 46.1

The Company will reimburse the employees who are part of the Negotiating Committee for all earnings that they would have received had they been at work performing their normal duties. If Negotiations take place on their regularly scheduled day off, they will be compensated at the appropriate amount as if they were at work.

ARTICLE 47 - PENSION

Section 47.1

The current plan in effect shall be maintained for the duration of the Agreement. For all employees with two (2) years seniority who elect to join the Group RSP, the Company will contribute \$35.00 per month for each month the employee is working. The Company will commence contributions the first month after the employee's two (2) year anniversary date or upon receipt of the completed Application form from the employee, whichever date is later. The onus is on the employee to request and complete the Application form.

ARTICLE 48 - HEALTH & WELFARE

Section 48.1

The current Company Health and Welfare Plan that is being paid for by the Company will be maintained for the life of the Agreement. The current Health and Welfare Plan that is being paid for by the employees will be maintained.

Section 48.2

Each eligible employee will be given a booklet outlining the plan. A copy of the plan will also be sent to the Union.

ARTICLE 49 - MEDICAL EXAMINATIONS

Section 49.1

Any medical examination required by the Company 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 they think an injustice has been done to an employee, have said employee re-examined at the Union's expense.

Section 49.2

When a medical examination is required by the Company the following conditions shall apply:

(a) Payment for Medicals Taken During Work Hours:

If any employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and one day's notice will be given to the employee.

(b) Hours Payment for Medicals taken after Working Hours:

If a medical examination is taken after working hours, the employee shall be paid thirty dollars (\$30.00) and shall in such cases receive at least three (3) days notice prior to the appointment with the doctor.

(c) Report of Medicals:

Upon request from an employee the result of his medical examination shall be made available to a doctor designated by him.

(d) Medicals on Saturday:

No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.

(e) Away from Home Medicals:

In the event the Company elects to have the employee examined in another city, which is not adjacent to his home terminal, he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

(f) Medical requirements applied by the Company shall not exceed that applied by the

Department of Transport or I.C.C., whichever is applicable for the job the driver is to do, as it relates to driver's licenses.

In the event that an employee loses his driver's license as a result of the medical requirements applied by the Department of Transport, then he shall retain his terminal seniority for work preference and lay-off.

- (g) Any employee cleared to return to work by his doctor and the Company doctor who has had to wait for the examination by the Company doctor shall be paid for all lost time to which he would be entitled.
- (h) Company will comply with the law and have all drug/alcohol screen testing for the purpose of complying with Regulations for operating in the U.S.A. done by a recognized Medical laboratory. If an employee wishes he may go to an independent medical laboratory at his own cost.

ARTICLE 50 - CREDIT UNIONS

Section 50.1

When a majority of the employees at a terminal of the Company advise that they wish to establish or participate in a Credit Union, the Company will make the appropriate deductions from the pay of the participating employees as they direct, and will forward such monies deducted to the Credit Union selected. It is understood that these provisions will only apply to one Credit Union. Employees' deposits to the Credit Union will be made monthly.

ARTICLE 51 - UNIFORMS

Section 51.1 Coveralls

The Company agrees to supply seven (7) changes of coveralls cleaning picked-up one (1) time per week. The Company agrees to maintain a supply of gloves for employees as needed and spare coveralls for new employees or for replacement in the case of oil spills, etc.

Section 51.2 Parkas

The Company will provide individual parkas for each employee in the yard and shop department who are required to work outside and will maintain and clean them.

ARTICLE 52 - UNSAFE WORKING CONDITIONS

Section 52.1

The Company will not require employees to work under conditions contrary to any safety statutes or regulations.

Section 52.2

It is agreed that employees handling hazardous material shall be supplied by the Company with all necessary equipment and clothing to protect the employee's person. No employees shall be compelled to wear a hard hat or safety glasses which have been used by other persons unless these items have been properly sterilized. Employees regularly employed in the terminal yard shall, in inclement weather, be supplied with adequate rainwear including footwear.

Section 52.3

In the event that an employee's personal clothing, effect or eyeglasses are damaged or destroyed, through no fault of his own, as a result of cleaning solvents or mechanical failure of the employer's equipment, the employer shall replace or reimburse the employee for full **loss** substantiated up to the value at the time.

Section 52.4

The Company shall contribute two hundred (\$200.00) dollars per calendar year for the purchase of safety boots footwear. The employee must provide a receipt.

An employee must have completed six (6) months service to be entitled to the safety boot allowance of two hundred (\$200.00) dollars. The employee must provide a receipt.

Section 52.5

The Company agrees to supply all necessary safety equipment when required, e.g. ear protectors, against noise pollution, flexible safety gloves, hard hats with winter liners, neoprene two (2) piece suits, safety goggles, explosion-proof flashlight, safety rubber boots, plastic safety face shield. **All** of the above are to be of a size to fit the driver.

Where “neoprene” is set out above, a substitute may be provided if of same or better quality; **all** of the above must meet Government standards.

The Company will supply all necessary tools and equipment required for any job an employee is required to perform.

All items referred to above will be maintained in proper condition.

ARTICLE 53 - TRANSPORTATION OF INJURED EMPLOYEE

Section 53.1

If an employee meets with an accident occasioning personal injury after starting work incapacitating him from carrying out his duties, he shall be paid his full day’s wages for the day of his injury providing he is not receiving compensation for that day and the Company shall supply transportation to a hospital or doctor and thence to his residence. The Company and the employee must mutually agree upon suitable transportation.

ARTICLE 54 - PRIVATE TRANSPORT - USE OF

Section 54.1

When on special operations where the Company requests the employee to use his private transport to and from other than his home terminal, he shall be paid fifty cents (0.50\$) per Kilometer for the use of his private vehicle plus the mileage rate for all miles in excess of those he normally travels to work.

ARTICLE 55 - TRANSFER OF EMPLOYEE'S EFFECTS

Section 55.1

The Company agrees to bear the cost of moving the furniture and other personal belongings of any employee transferred at the Company's request to another terminal of the Company, from domicile to domicile, by a licensed moving company. Two (2) proper estimates will be required and the Company reserves the right to select between them.

ARTICLE 56 - COMPANY MEETINGS

Section 56.1

The Company agrees to pay the prevailing straight time hourly rate to all employees compelled to attend meetings, including safety information and lectures as required by law. **All** meetings will be held in Brockville.

ARTICLE 57 - PARKING

Section 57.1

The Company agrees to provide a parking area at each of its terminal where employees may park their private vehicles free of charge.

The Company agrees to use oil, calcium or a substitute to keep the dust **down** in the terminal yards.

Section 57.2

At all parking facilities proper lighting will be installed and maintained.

ARTICLE 58 - LUNCHROOMS AND WASHROOMS

Section 58.1

The Company agrees to provide and maintain, clean, sanitary and adequate appointment with respect to lunchrooms and washrooms which will be designated as non smoking. All rooms shall be provided with adequate heat and fire exits as required by law.

Lunchrooms shall be provided with air conditioning and proper ventilation.

Section 58.2

The Company agrees to make available washing facilities, hot water, towels and water coolers for drinking water. Such facilities to be kept supplied.

Section 58.3

Lockers will be provided in such as size to reasonably and safely hold the employees belongings.

ARTICLE 59 - BULLETIN BOARDS

Section 59.1

The Company agrees to permit posting of any notices of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose, providing such notices are authorized and signed by an officer of the Local Union. The bulletin board will have glass covered doors complete with a lock and the shop steward shall have a key made available to him.

ARTICLE 60 - PASSENGERS

Section 60.1

No employee 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 on his truck except by written authorization of the Company.

ARTICLE 61 - LOSS OR DAMAGE TO CARGO, EQUIPMENT OR PROPERTY

Section 61.1

Employees shall not be assessed for loss or damage to cargo, equipment or property as long as the employee is working or has permission to be operating the Company vehicle. If an employee is operating a Company vehicle without permission they will be held liable for loss or damage to cargo, equipment or property.

ARTICLE 62 - EQUIPMENT

Section 62.1

It is to the mutual advantage of both the Company and the employees, that employees shall not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law.

Section 62.2

If a vehicle is unsafe, the driver shall make a written report to the mechanic of the unsafe condition. The driver shall then place a tag on the vehicle drawing attention to the unsafe condition.

Section 62.3

It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with all applicable Federal, Provincial or State regulations.

Section 62.4

The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management.

Section 62.5

The determination in respect to the condition of equipment shall rest with the qualified designate of the Company. A Union member shall not be so designated in instances where there is a difference of opinion. The Company agrees to post the name of the qualified designate(s).

Section 62.6

It shall not be a violation of this Agreement for employees to refuse, for safety reasons, to operate equipment unless such refusal is unjustified.

Section 62.7

Employees will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management.

Section 62.8

The Company must keep speedometers in proper working order and reasonably accurate.

Section 62.9

The Company shall not compel any employee to operate a vehicle in violation of any Provincial, Federal or State Statutes or Regulations.

Section 62.10

The Company will notify a driver of any irregularities on his drivers' license abstract as soon as possible.

Section 62.11

The Company shall ensure that both the parking lot and the yard are adequately lit.

Section 62.12

The Company shall endeavor to maintain Jake Brakes on all Company equipment.

Section 62.13

Replacement trucks will be awarded by seniority subject to operational requirements.

ARTICLE 63 - MAINTENANCE OF STANDARDS

Section 63.1

The Company agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general conditions, shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 64 - OPERATIONAL PRACTICES

Section 64.1

Changes in operational practices brought about as a result of negotiated changes in this Agreement shall become applicable upon ratification of this Agreement.

ARTICLE 65 - APPENDICES AND LETTERS OF UNDERSTANDING

Section 65.1

It is agreed that Appendices 'A' and 'B', Schedule 'B' and any Letter of Understanding are attached to and form an integral part of the Collective Agreement.

Section 65.2

If the Company at some future date wishes to institute Brokers or owner operators the terms and conditions shall be negotiated between and mutually agreed to by the parties.

ARTICLE 66 - DURATION

Section 66.1

The duration of this Agreement shall be from April 1, 2004 to September 30, 2007.

Section 66.2

The parties agree that Grievances, Arbitration Cases or Litigation of any kind will not become the 'subject of negotiations for the renewal of this Collective Agreement, unless by mutual consent.

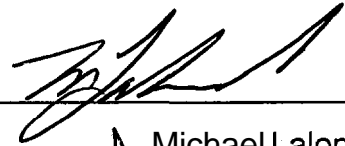
Dated at Brockville, Ontario, Canada this *31* day of *May* 200*.4*

FOR THE COMPANY:

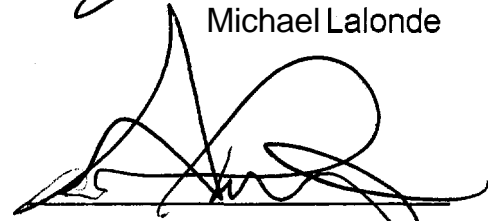


Michael J. Anderson

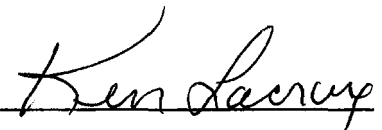
FOR THE UNION:



Michael Lalonde



Earl Mott



Ken Lacroix

APPENDIX "A"

RULES AND REGULATIONS

For the purpose of applying the disciplinary measures set out below, all infractions of these Rules and Regulations shall be removed from the employee's record after eighteen (18) months from the date of the infraction.

Nothing in the Company Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular grievance machinery. All infractions of the Criminal Code of Canada, Highway Traffic Act and Municipal By-Laws, State and Federal Laws, shall be the responsibility of the employees, except those which are, by their nature the responsibility of the Company, in which case the Company shall supply a lawyer if court action is necessary.

The Union shall have the right to challenge through the Grievance Procedure, any warning letters and additional or existing Rules and Regulations the Company currently has or may institute which the Union considers to be unreasonable.

Any employee requested to sign for the receipt of an Incident Report shall be accompanied by a Steward. If a steward is not available the employee will have an employee of his choosing there with him to act as a witness.

All penalties, reprimands and warning letters must be issued to the employee by Management above the level of dispatcher within One Hundred and Twenty (120) hours from the time the infraction became known with a copy to the Local Union, otherwise the penalty, reprimand or warning letter will be considered null and void.

APPENDIX "B"

COMPENSATION

1. MECHANICS

Lead Hand Salary \$52,600.00 Annually from 7:00 am to 6:00 pm daily.
Any hours outside of those listed above are at the overtime rate
of \$27.75 per hour.

Class A Mechanic \$16.50 to \$18.50 per hour.

Shop Helper \$ 12.50 per hour.

April 1, 2005 1.0% increase on all rates listed above.

April 1, 2006 1.0% increase on all rates listed above.

April 1, 2007 1.0% increase on all rates listed above.

2. YARD DEPARTMENT

Lead Hand \$19.00 per hour.

April 1, 2005 \$19.25 per hour.

April 1, 2006 \$19.50 per hour.

April 1, 2007 \$19.75 per hour.

Loader Operators \$14.00 per hour.

After 3 months \$14.50 per hour.

After 1 year \$15.00 per hour.

After 2 years \$15.25 per hour.

April 1, 2004	\$15.50 per hour.
April 1, 2005	\$15.75 per hour.
April 1, 2006	\$16.00 per hour.
April 1, 2007	\$16.25 per hour.

3. DRIVERS

Brockville to Oswego	\$90.00 per trip.
After 2 months	\$95.00 per trip.
After 1 year	\$98.00 per trip.
After 2 years	\$99.00 per trip.
After 4 years	\$100.00 per trip.

April 1, 2005	\$1.00 rate increase on all rates listed above.
April 1, 2006	\$1.00 rate increase on all rates listed above.
April 1, 2007	\$1.00 rate increase on all rates listed above.

Oswego to Brockville	\$60.00 per trip.
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Oswego to Kingston	\$80.00 per trip.
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Each additional trip to Kingston in any given pay week will be paid and additional \$5.00 per trip above the previous trip.

WAITING TIME

Waiting time will be paid in fifteen minute increments at the rate of \$15.00 per hour as follows:

Ingot Load	After 1 hour.
Ingot Load & a Hot Mill	After 2 hours.
Ingot Load & a Cold Mill	After 2 hours.

Remelt Load	After 1 hour.
Remelt & a Hot Mill	After 2 hours.
Remelt & a Cold Mill	After 2 hours.

Combination Load	After 1 hour.
Combination Load & a Hot Mill	After 2 hours.
Combination Load & a Cold Mill	After 2 hours.

For all other Flat Rate or Mileage paying loads waiting time will be paid after 2 hours.

*In order to receive payment for waiting time you must complete the form provided by the company.

MILEAGE PAYMENTS

Loading	\$20.00.
Unloading	\$20.00.

Mileage Rate	\$0.365 per mile.
July 1, 2005	\$0.370 per mile.
July 1, 2006	\$0.375 per mile.
July 1, 2007	\$0.380 per mile.

DRIVER HOURLY PAYMENTS

Drivers working by the hour.	\$15.00 per hour.
After 2 years	\$15.25 per hour.
After 3 years	\$15.50 per hour.
After 4 years	\$15.75 per hour.
After 5 years	\$16.00 per hour.
Training Rate	\$12.00 per hour.
Driver Trainer	\$5.00 per hour premium.
Layover Rate	\$12.00 per hour.

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