

**COLLECTIVE AGREEMENT**

between

**HODGE BROS. LTD.**

and

**UNITED STEELWORKERS OF AMERICA  
LOCAL 6480**

Duration: June 17, 1999 to June 16, 2001

**14073 (01)**

THIS AGREEMENT made this 5<sup>th</sup> day of August, 1999

BETWEEN:

HODGE BROS. LTD. Herein referred to as "The Company"

OF THE FIRST PART

AND:

UNITED STEELWORKERS OF AMERICA, LOCAL 6480 herein referred to as The Union"

OF THE SECOND PART

On the 15<sup>th</sup> day of December 1990, the Union is certified as the bargaining agent for "all employees of Hodge Bros. Ltd. in the province of Newfoundland and Labrador, excluding office and clerical staff, warehouse foreman, safety co-ordinator, maintenance foreman, summer students, and those above."

## **ARTICLE 1 - PREAMBLE AND RECOGNITION**

### **Section 1.1 - Preamble**

The present Agreement is for the purpose of setting wage rates, hours of work and other working conditions as set out in this Agreement.

### **Section 1.2 - Union Recognition**

The Company does hereby recognize the Union as the exclusive bargaining agent for all employees employed by the Company save and except office and clerical staff, warehouse foreman, safety co-ordinator, maintenance foreman, and those above.

### **Section 1.3 - Effective Date**

The effective date of this Agreement shall be from June 17, 1999 and the terms shall be from this date to June 16, 2004.

### **Section 1.4 - Section Headings**

The Section Headings shall be used for the purpose of reference only and not be used as an aid to the interpretation of this Agreement.

## **ARTICLE 2 - UNION DUES**

### **Section 2.1 - Monthly Deduction of Union Dues**

The Company agrees for the duration of this Agreement to deduct from the last pay cheque each month the monthly union dues of any employee covered by this Agreement whether or not the employee is a member of the Union and agrees to remit same to the Union by the fifteenth (15th) of the month following the deduction.

### **Section 2.2 - Union Dues Authorization**

The Company will deduct monthly from the earnings of each employee, dues authorized by the constitution of the United Steelworkers of America and remit to the Financial Secretary of the Union by the 15th of the month following deduction.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Section 3.1 - Except to the extent abridged by the seniority rules, grievance procedure and other specific provisions of this Agreement, the Company reserves and retains, solely and exclusively, all of its normal, inherent, and common law rights to manage the business.

**Section 3.2** - The Union acknowledges that it is the function of the Company to maintain order, discipline, and efficiency, hire, discharge, classify, direct, transfer, lay off, retire, promote and discipline for just cause.

**Section 3.3** - The Company has the right to make and alter from time to time rules and regulations to be observed by the employees and generally to manage the enterprise in which the Company is engaged, save and except such rules and regulations shall not be inconsistent with the provision\$ of this Agreement and subject to the Grievance Procedure.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

##### **Section 4.1 - Pay for Processing Grievances During Working Hours**

Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his/her regular rate of pay when grievances or pending grievances are processed with the Company on Company property.

##### **Section 4.2 - Names and Changes of Steward**

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

#### **ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION**

##### **Section 5.1 - What Constitutes a Grievance**

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

##### **Section 5.2 - Grievance Steps**

**Step 1** A meeting will be held within seven (7) calendar days from the date of the alleged violation between the aggrieved employee, Steward, and the Immediate Supervisor,

**Step 2** Failing settlement in Step 1 above, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement. Failure to submit the grievance in writing within these time limits shall render the grievance null and void.

Once a grievance has been submitted in writing, the Manager or his designate shall arrange a meeting between the Union and himself seven (7) calendar days from the date that the grievance was registered in writing and will render a decision in writing not later than seven (7) calendar days following the date of the second step meeting.

### **Section 5.3 - Procedure for Union or Company Grievance**

In the event that the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party, in writing, within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting with seven (7) calendar days between the Manager or his designate and a duly accredited officer of the Local Union or his designate. Failure to submit the grievance in writing within these time limits shall render the grievance null and void. Should the grievance fail to reach a satisfactory settlement, the grievance may be submitted to Arbitration in accordance with Section 5.5.

### **Section 5.4 - Grievances Dealing with Suspension or Discharge**

Grievances dealing with suspensions or discharges shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays, General Holidays excluded) from the time of the suspension or discharge, and shall commence at Step 2 of the Grievance Procedure.

### **Section 5.5 - Arbitration**

If a settlement is not reached in Step 2 (previous page), the grievance may be referred in writing by the grieving party within fourteen (14) days of the decision being rendered in Step 2, to a single arbitrator.

Should the parties fail to reach agreement on the arbitrator within thirty (30) calendar days, either party may request the Federal Minister of Labour to make the appropriate appointment.

### **Section 5.6 - Powers of the Arbitrator**

The Arbitrator shall not have the right to alter or change any provisions in this Agreement, nor substitute any new provisions in this Agreement, nor substitute any new positions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.

change to 90

probationary basis for sixty (60) days worked, during which period he may be terminated or disciplined with recourse to the Grievance Procedure. Upon completion on sixty (60) <sup>90</sup> days worked, the employee's name shall be placed on the seniority list as the date of initial hire.

**Section 7.6 - Part-Time Employees**

Part-time employees will be paid in accordance with Article 11 of this Agreement and will be covered by the terms of this Agreement.

In the event a part-time employee is hired as a full-time employee, such employee will not be subject to the probationary period if he/she has sixty (60) <sup>90</sup> days worked or more, however, his/her seniority date will be the date of becoming a full-time employee.

? ↗

**Section 7.7 - Reasons for Termination of Employment**

Employment shall be terminated for any of the following reasons:

- (a) if an employee voluntarily quits, in writing;
- (b) if an employee is discharged and not reinstated pursuant to the Grievance Procedure as provided for in this Agreement;
- Ⓞ if an employee has been laid off and not employed elsewhere and has refused to return to work with three (3) days after being contacted personally by the Company. When the employee cannot be contacted personally, or is employed elsewhere, then the Company will notify him/her by registered mail, to his/her last known address. An employee shall be given a maximum of five (5) days to report for duty;

Request that part-time hours do not be included or credited as part of probationary period. Probationary period to begin at date of hire as full-time employee.

securing a leave of absence for more period extending beyond twenty-four <sup>12</sup> bargaining Unit a position outside of the bargaining

### **Section 5.7 - Expenses of the Arbitrator**

Each of the parties will equally bear the fees and the expenses of the Arbitrator

### **ARTICLE 6 - STRIKES AND LOCKOUTS**

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.

### **ARTICLE 7 - SENIORITY**

**Section 7.1 • Seniority shall mean the length of continuous service in the employ of the employer based on the date of initial hire and shall include periods of lay-off, employer approved leave including leaves for illness or any period covered by Workers' Compensation.**

**Section 7.2 - Job promotion or advancement will be determined by seniority provided the employee meets the qualifications for the job. No new employee will be hired if there is an employee on lay off or who is scheduled to work less than forty hours per week and is qualified to perform the work.**

#### **Section 7.3 - Lay off and Recall**

- i) In the event of a lay off, the employee with the least seniority in each classification will be first to be laid-off.**
- ii) Subject to qualification, employees will be recalled to work in the reverse order in which they were laid off,**
- iii) Employees who are laid off may exercise their seniority to displace a junior employee in another classification provided they are qualified to do the work and accept the rate of pay for that job classification.**

#### **Section 7.4 - Seniority List**

**A seniority list containing the name and starting date of employees will be prepared and posted every six (6) months on the bulletin board. A copy of same will be provided to the Union.**

#### **Section 7.5 - Probationary Period**

**Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a**

## ARTICLE 8 • GENERAL HOLIDAYS

### Section 8.1 • General Holidays

The following General Holidays will be observed:

New Year's Day  
Good Friday

Canada Day  
Regatta Day  
Labour Day

Remembrance Day  
Christmas Day  
Boxing Day.

### Section 8.2 - Alternate Day

When one of the observed General Holidays falls on a Saturday or Sunday, the day proclaimed by the Federal Government shall be the day observed, ~~if no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined below.~~

### Section 8.3 - Pay for General Holidays

~~All employees shall be paid eight (8) hours pay at the regular hourly rate for the above mentioned holidays providing:~~

- (a) they have been in the employ of the Company thirty (30) calendar days;
- (b) they must have worked during thirty (30) calendar days prior to the General Holiday;
- they must not have been absent without leave on the regular work day next preceding or next following the General Holiday.

### Section 8.4 - Work on a General Holiday

An employee required to work on a General Holiday shall be paid in addition to his regular rate of wages a rate equal to one and a half times (1.5) his/her regular wages for the hours worked on that day.

## ARTICLE 9 • VACATION PAY

### Section 9.1 - Vacation Pay Calculation Period

The vacation pay calculation period shall be on a calendar basis, from January 1 to December 31. Vacation entitlement will be based on service attained, up to December 31 in the year previous to the year in which the vacation is taken.

is inconsistent with other contracts



Vacation Pay -	After 1 yr	-	4%	→	5%	}
	5 yrs & over	-	7%	→	8%	
	10 yrs & over	-	9%	→	10%	

**Section 9.2 - Vacation Pay for Employees with Less Than One Year's Employment**

An employee with less than one year of employment shall receive vacation pay in accordance with the Canada Labour Code.

**Section 9.3 - Vacation Pay for Employees with One (1) Year of Employment**

An employee who has completed one (1) year of employment on or prior to December 31 in any year shall receive two (2) weeks vacation time. Vacation pay shall be calculated at four percent (4%) of his/her total earnings for the year previous to their vacation.

**Section 9.4 - Vacation Pay for Employees with Five (5) Years of Employment**

An employee who has completed five (5) years of employment on or prior to December 31 in any year shall receive four (4) weeks vacation time. Vacation pay shall be calculated at seven percent (7%) of his/her total earnings for the year previous to their vacation,

**Section 9.5 - Vacation pay for Employees with Ten (10) or More Years of Employment**

An employee who has completed ten (10) or more years of employment on or prior to December 31 in any year shall receive five (5) weeks vacation time. Vacation pay shall be calculated at nine percent (9%) of his/her total earnings for the year previous to their vacation.

**Section 9.6 - Vacation Pay for Employees Who Do Not Wish To Take Vacation Time**

Vacation pay for employees who do not wish to take vacation time during any given year will be paid their vacation pay once per year upon approval from the Manager.

**ARTICLE 10 - HOURS OF WORK**

**Section 10.1 - Allocation of Work**

The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications.

**Section 10.2 - Regular work Week and Overtime - City Operation**

This section shall not be constructed in any way whatsoever as a guarantee of daily or weekly hours of work.

The scheduling of the daily working hours shall be made by the Company and may be changed by the Company from time to time to meet its need.

10.2(a) The regular work week for all regular employees shall mean Monday through Friday, and if required, five (5) hours on Saturday and such work on Saturday will be equally distributed among employees on a rotation basis *of qualified and available* ?

10.2(b) The regular work day for all regular employees shall be up to nine (9) hours excluding lunch periods. *SB.*

10.2(c) The regular hourly rate of pay shall be applied for the first fifty (50) hours of required work on any regular work week *R?*

10.2(d) Time worked in excess of fifty (50) hours in any regular work week shall be paid at time and one-half (1.5) the regular rate of pay.

10.2(e) An employee called back to work after having completed his/her regular work shift and after having left the premises shall be paid one and one-half (1.5) times the regular hourly rate for the hours worked during the call back. An employee called back to work shall receive the equivalent of four (4) hours pay at his regular rate or one and one-half (1.5) times his/her regular rate for hours worked, whichever is greater.

#### 10.2(f) Allocation of Overtime

Overtime will be offered on a voluntary basis to employees who are available and qualified to perform the work. If there is no qualified and available employee willing to perform the work, the most junior qualified employee(s) will be required to perform the work.

Overtime will be offered by seniority, in rotation, amongst all employees qualified and available to perform the overtime work.

### Section 10.3 - Bereavement Leave

Employees will be granted the necessary time off and will be paid three (3) days pay (eight (8) hours pay per day) at the regular rate of pay, if the employee attends the funeral within Labrador West. If the funeral is held outside Labrador West, an employee will receive two (2) additional days leave of absence without pay.

\* Define which family members is applicable to be covered under bereavement leave.

#### **Section 10.4 • Jury Duty**

If an employee is called and is required to serve on jury duty or as a crown witness on his/her normal working day, the Company agrees to pay eight (8) hours pay per day at the regular hourly rate of pay for hourly rated employees.

#### **Section 10.5 • Leave of Absence**

- (a) An employee may be granted a leave of absence, without pay, upon submitting a written request to his/her immediate supervisor outlining the reasons for the leave and its length. Leaves of absence will not unreasonably be denied, but Management shall have the sole right to grant leave and determine its length. Leave of absence may be granted without pay to employees for the purpose of attending Union conventions and conferences providing such employee has completed six (6) months of continuous employment.
- (b) Every leave of absence shall be authorized in writing, and such leave shall not affect any employee's seniority rights provided he/she returns to work at the expiration of the authorized leave, unless he/she is unable to do so because of circumstances beyond his/her control.

### **ARTICLE 11 - REGULAR RATES OF PAY**

#### **Section 11.1 - Classification and Regular Rates of Pay**

As per Appendix I

### **ARTICLE 12 - SAFETY AND HEALTH**

#### **Section 12.1**

- (a) The Company, the Union and the employees recognize their obligations and rights in accordance with the Canada Labour Code, with respect to matters of safety and health.
- (b) It is the responsibility of the employee to observe and to wear and use safety equipment according to instructions.

Clothing Voucher - \$200.00 per year.

- © Should an employee or a group of employees believe that there exists an unsafe, unhealthy, or dangerous condition with respect to the area in which he/she is working, other than the normal hazards in his/her work or working area, the

employee(s) shall have the right to stop working and he/she shall immediately report the condition to his/her supervisor who shall investigate the condition and take steps necessary to correct it.

## **ARTICLE 13 - NOTICES AND TIME LIMITS**

### **Section 13.1**

Any notice in writing which either party desires to give to other shall be given by registered mail, postage, prepaid, addressed as follows:

To the Company: Hodge Bros. Ltd.  
P.O. Box 99  
Labrador City, NF  
A2V 2K3

To the Union: Recording Secretary, Local 6480  
United Steelworkers of America  
105 Hudson Drive  
Labrador City, NF  
A2V 1L4

### **Section 13.2**

The time limits referred to in this Agreement may be extended by mutual agreement, in writing, by *the* parties.

## **ARTICLE 14 - VALIDITY OF AGREEMENT**

### **Section 14.1**

The United Steelworkers of America Local 6480 and its duly appointed or elected representatives agree that they have authority from the members of the said Union to enter into this Agreement and agree that this Agreement shall be binding upon the same Union and/or its members under *the* laws of Canada,

### **Section 14.2**

If any provision of this Agreement becomes void in view of the provisions of *the* Canada Labour Code, the other provisions of this Agreement shall not be affected in any way by such nullity.

**ARTICLE 15 - HEALTH AND WELFARE**

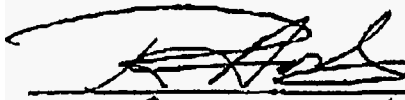
Group Insurance in place, to be paid 100% by Company.

**ARTICLE 16 - DURATION**

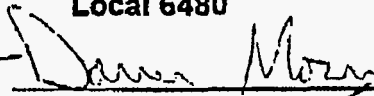
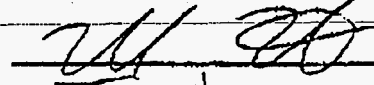
**Section 16.1 - Duration**

This Agreement shall remain in full force and effective from June 17, 1999 and ending on June 16, 2004 and shall continue from year to year thereafter unless written notice to amend, cancel, or terminate the Agreement is served by either party of the other at least ninety (90) days before the termination date.

For Hodge Bros. Ltd.

  
\_\_\_\_\_  
D. Hodge Bros  
\_\_\_\_\_  
\_\_\_\_\_

For United Steelworkers of America  
Local 6480

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Tom Harris  
\_\_\_\_\_

## APPENDIX I

### JOB CLASSIFICATIONS WITH PAY RATE

#### Long Haul Truck Driver

- Churchill Falls — \$ 100.00 per trip 125.00
- Bale Comeau — \$ 250.00 per trip 300.00
- Goose Bay — \$ 310.00 per trip 300.00

Effective November 1, 1999 - Goose Bay - \$250.00 per trip,

- Bus drivers - \$ 15.00 per hour 16.70
- ~~Semi-truck~~ & float drivers - \$ 13.00 per hour 16.50 *asking*
- Mechanics - \$ 12.00 per hour ~~12.00~~ 22.00
- Tractor Trailer drivers/Loader Oper. - \$ 12.00 per hour 13.70 ~~14.70~~
- Garbage Truck drivers - \$ 11.50 per hour 13.26 ~~14.00~~
- Straight Truck drivers ~~Tractor~~ - \$ 10.00 per hour 11.70 —
- Labourers - \$ 8.00 - 9.00 per hour — 10.70

#### Wage increase -

1st year	—	.50	—	1.00
2nd year	-	.30	→	.50
3rd year	-	.30	—	.50
4th year	-	.30	—	.50
5th year	-	.30	—	.50

*3 year  
# 16.70*

July 13, 2006

**Tentative Agreement between :**  
**United Steelworkers, Local 6480 and Hodge Brothers Ltd.**  
**Effective Monday, July 17<sup>th</sup>, 2006**

**1. Wage Increase**

- \$0.75 – Yr1
- \$0.30 – Yr2
- \$0.30 – Yr3
- Garbage truck worker(s) - \$10.75 (f/t), \$9 (p/t)\*
- Courier – Cube Van (Altimax) person - \$11.75
- Courier Econoline person - \$10

\*Part time see section on "Part Time Employees"

**2. Long Haul Rate Increase**

- Baie Commou Increase \$25 (now \$275/trip)
- Goose Bay Increase \$25 (now \$275/trip)
- Churchill Falls Increase \$15 (now \$115/trip)

**3. Stat Holiday Increase**

- ~~Include Victoria Day (now 9 days total)~~

- New Year's Day  
- Good Friday  
- Canada Day  
- Regatta Day  
- Labour Day  
- Remembrance Day  
- Christmas Day  
- Boxing Day

**4. Vacation Pay**

- Increase 1%

**5. Clothing Voucher**

- Increase \$50 - Now \$250

**6. Discussion on 10.2(a)**

- Agree to new language on Bereavement Leave (clarify that leave is 3 paid working days (and additional 2 unpaid days if out of town), and does not include Saturdays, Sundays, or holidays)

**Now Section:**

- \*Part Time Employees: An employee is not considered "Part Time" unless he/she is accumulating at least 30hrs/week, and shall not be considered a union member until the probationary period has been successfully completed

Collective agreement - LOCAL 6480 & H.B Ltd

Effective Date, Monday, July 17, 2006

Three year contract

July 17 — 2006 → 1st year

July 17 — 2007

July 17 — 2007 → 2nd year

July 17 — 2008

July 17 — 2008 → 3rd year

July 17 — 2009

Therefore no collective agreement in place since July 17, 2009

SB



**IN THE MATTER OF THE**

Canada Labour Code

-and-

United Steelworkers of America,

applicant union,

- and -

Hodge Bros. Limited,  
Labrador City, Newfoundland,

employer.

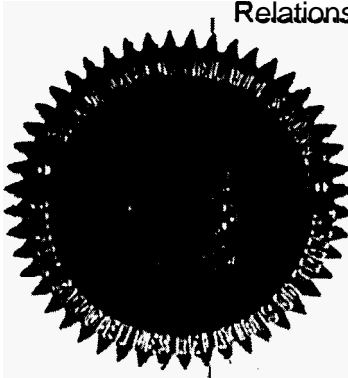
**WHEREAS** the Canada Labour Relations Board has received an application for certification from the applicant union as bargaining agent for a unit of employees of Hodge Bros. Limited, pursuant to Section 24 of the Canada Labour Code (Part I - Industrial Relations);

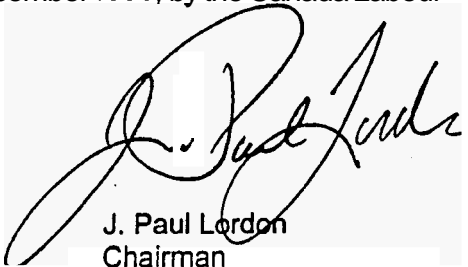
**AND WHEREAS**, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the Code and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

**NOW, THEREFORE**, it is ordered by the Canada Labour Relations Board that United Steelworkers of America be, and it is hereby certified to be, the bargaining agent for a unit comprising:

*"all employees of Hodge Bros. Limited in the province of Newfoundland and Labrador, excluding office and clerical staff, warehouse foreman and those above."*

ISSUED at Ottawa, this 7<sup>th</sup> day of December 1998, by the Canada Labour Relations Board.



  
J. Paul Lordon  
Chairman