

COLLECTIVE AGREEMENT

BETWEEN:

ARNOLD BROS. TRANSPORT LTD.

AND:

UNITED STEELWORKERS, LOCAL 9074-09

June 21, 2012 – June 20, 2015

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Article 1 – Purpose of Agreement

- 1.01 The Parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, wage rates and working conditions, to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes, which may arise between the parties hereinafter set out.

Article 2 – Union Recognition

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for those employees covered by Manitoba Labour Board Certificate #6638. In addition to the exclusions therein, this agreement shall exclude casual employees who are called in to replace temporarily absent employees and students who are working between April 1st and September 1st, **provided that no member of the bargaining unit is displaced.**
- 2.02 The Union and the Employer agree that due to the nature of the Employer's business as defined in S.2 of the Act, the federal work, undertaking or business is within the legislative authority of Parliament and is therefore a federally regulated employer for the purposes of Labour Relations and is therefore governed by the Canada Labour Code.
- 2.03 The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit, as described in **Article 2.01.**
- 2.04 Persons whose regular jobs are not in the bargaining unit may continue to do the work of bargaining unit employees. The number of working foremen/supervisors shall be capped at nine unless the number of bargaining unit employees exceeds 50, in which case one additional foreman/supervisor may be engaged for each 15 unit employees above 49. In addition, an additional foreman/supervisor may be added for each additional full shift that is scheduled, the majority of which shift does not overlap any other shift in the same department.

Article 3 – No Intimidation or Discrimination

- 3.01 The Company and the Union agree that there will be no intimidation and no discrimination in respect of Union activity or membership.
- 3.02 The Company and the Union agree that there shall be no discrimination in any manner or for any reason against any employee due to a prohibited ground for discrimination under the *Canadian Human Rights Act*, harassment prohibited under the *Canadian Human Rights Act*, Union membership or Union activity.

Article 4 – Management Rights

- 4.01 The Union recognizes that it is the exclusive function of management to manage the affairs of the business and to direct the working forces of the Company and nothing in this agreement shall be construed or interpreted as limiting in any way the right of the Company to exercise the regular and customary functions of management including, without limiting the generality of the foregoing, the Company's authority to maintain order, discipline and efficiency, and to manage the affairs of the Company, to direct its working forces, including the right to hire, transfer, promote, demote, suspend, discipline and discharge for just cause any employee, subject to the provisions of this agreement including grievance procedure, and to increase or decrease the working force of the Company to reorganize, disband, close any department or section thereof from time to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this agreement.
- 4.02 The Company shall have the exclusive right to make, enforce, and revise from time to time rules and regulations to be observed by the employees which rules and regulations may relate to discipline and the general conduct of employees and shall not be inconsistent with this agreement. The Company shall supply to each employee, the Union and post a copy of any such rules and regulations before they are to take effect. The Union may challenge any penalty imposed for the infraction of such rules by an employee.

Article 5 – Union Security

- 5.01 During the lifetime of this Agreement, the Company shall deduct from the wages of each bargaining unit employee, monthly union dues in the amount certified by the Union to the Company, to be currently in effect according to the Constitution of United Steelworkers. Such deductions shall be made from wages earned in each of the pay periods of each calendar month and shall be remitted within fifteen (15) days following the last deduction made in each month, by cheque made payable to:

International Secretary-Treasurer
United Steelworkers
Box 9083, Commerce Court Postal Station
Toronto, ON M5L 1K1

- 5.02 The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why. i.e. W.C.B.,

Weekly Indemnity, etc.

- 5.03 A duplicate R115 Form and the employee deduction statement shall be forwarded to:

United Steelworkers, Servicing Staff Office
By facsimile to: (204) 942-1882

- 5.04 Membership in Local 9074 United Steelworkers is not compulsory and the sums so deducted from non-members will be treated as their contribution towards the expense of maintaining the Union.
- 5.05 No deduction shall be made from the earnings of any employee in any month where he/she has earned less than five (5) days' wages.
- 5.06 It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made to it by an employee or employees for amount deducted from wages as herein provided.

Article 6 – Adjustment of Grievances

- 6.01 A grievance shall be defined as a complaint in writing alleging a violation of this collective bargaining agreement. The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 6.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the grievance, except a grievance regarding wages, which must be filed within twenty-one (21) working days.
- 6.03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1 – The aggrieved employee shall present his grievance in writing, on the official union grievance form, to his foreman or foremen and superintendent together. He shall have the assistance of his steward, or any other executive members, if he so desires. If a settlement satisfactory to the employee concerned is not reached within five (5) working days, **and the grievance is going to be advanced to the next stage**, the grievance **shall** be presented as follows at any time within five (5) working days thereafter.

Step No. 2 – The aggrieved employee **shall**, accompanied and represented by his steward and the Union Grievance Committee, present his grievance in writing to his manager, or his manager and management. Should no settlement satisfactory to the **Union** be reached within five (5)

working days, **and the grievance is going to be advanced to the next stage**, the next step in the grievance procedure **shall** be taken at any time within five (5) working days thereafter.

Step No. 3 – The Union Grievance Committee shall meet within five (5) working days with the Human Resources Manager to consider the grievance. At this stage, they may be accompanied by a representative to the International Organization if his presence is requested by either party. Saturday, Sunday and statutory holiday will not count as working days.

6.04 **If either party is going to initiate a grievance of a general nature against the other party**, the Union **shall** initiate a grievance of a general nature and the Company **shall** initiate a grievance against the Union within fourteen (14) calendar days of the event or occurrence giving rise to the grievance and if such grievance is not settled to the satisfaction of the parties within seven (7) calendar days **and the party wishes to advance the grievance**, it **shall** be referred to arbitration in the same manner as the grievances of an employee.

6.05 If final settlement of the grievance is not completed within seven (7) working days after deliberations have commenced under Step 3, the grievance is one which concerns the interpretation or alleged violation of the Agreement **and the party wishes to proceed with the grievance**, the grievance **shall** be referred by either party to Arbitration as provided in Article 7, at any time within fifteen (15) calendar days thereafter.

Nothing in this Article shall restrict either party's ability to withdraw a grievance at any stage of the grievance procedure.

6.06 Any and all time limits governing the processing of grievances, including arbitration, may be extended upon application by either party in writing to the other, for such time as may be mutually agreed upon, provided such application is made within the time limits mentioned. Saturday, Sunday or holidays shall not be considered in determining the time limits mentioned herein.

6.07 Should the Union fail to carry out a grievance within the time limits set out in this Article or agreed upon, the grievance shall be deemed to have been abandoned. Should the Company fail to state its position on a grievance within the time limit set out in this Article or agreed upon, the grievance shall be deemed to be successful.

6.08 If there should be an accumulation of grievances to be referred to arbitration, then the parties will endeavour to have one arbitration hearing deal with all such grievances provided all such grievances have gone through all stages of the grievance procedure at least seven (7) calendar days prior to the scheduled hearing of the board.

6.09 The parties agree that they possess arbitration rights pursuant to the *Canada Labour Code*.

Article 7 – Arbitration

7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly processed through all the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, will, within fifteen (15) days as referenced in Article 6.05, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

7.02 (a) The party referring the matter to arbitration shall, within fifteen (15) calendar days after notifying the other party, contact the Arbitrator in rotation, from the following panel of individuals:

Michael Werier and Blair Graham

(b) If the person selected as the Arbitrator is unable to schedule, within thirty (30) calendar days following his selection, a date for an arbitration, he shall be replaced in rotation by the next person down the list, who is able to schedule, within thirty (30) calendar days of his designation, a hearing date.

7.03 The decision of the Arbitrator constituted in the above manner shall be binding on both parties.

7.04 The parties agree that an Arbitrator appointed under this Article shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions of this agreement or to substitute any new provisions of any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

7.05 The parties agree to jointly bear the expenses of the Arbitrator appointed under this Article.

7.06 No person shall be elected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

Article 8 – Discharge and Disciplinary Procedure

8.01 The Company will warn an employee before taking disciplinary action, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at "Step Three," section 6.03 or Article 6 "Adjustment of Grievances," within five (5) working days. However such employees may see the Steward if on the 2nd or 3rd shift before leaving the plant. Where an employee's Steward is

not available, an employee may be accompanied by the Steward nearest the employee's work area. Before an employee is warned or disciplined they shall be advised by **the Company** of their right to have a **Steward** present when the warning or disciplined is imposed.

- 8.02 Written warnings shall be copied to the **Grievance Chairman**. Warnings over twenty-four (24) months old will not be considered for purposes of increasing discipline applied provided no other discipline for the same or a related reason or matter has been imposed in the intervening period.
- 8.03 If it is determined or agreed at any Step in Article 6 "Adjustment of Grievances" or Article 7 "Arbitration," that any employee has been disciplined, suspended or discharged unjustly, the Company shall put him/her back on the job with no loss of seniority and recompense him/her for lost earnings either in full or in part, or apply any penalty which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator.

Article 9 – Union Representation and Committees

- 9.01 **Unit Chair**, Grievance Committeemen and Shop Stewards will be designated in writing, by the Union, to the Company. Stewards shall be limited to two on days and one on each other's shift. For the purpose of meeting with Management representatives, the Union's Grievance Committee will consist of not more than three (3) employees plus the Union's international representative. The Company will pay for all meetings between the Union and the Company except for contract negotiating meetings. Time spent before or after an employee's regular shift will not be compensated.
- 9.02 One Union grievance committee person or shop steward shall be permitted to leave his regular duties for a period of not more than fifteen (15) minutes or such lesser time as may be reasonably necessary for him to investigate any grievance reported to him with the permission of his foreman, which permission shall not be unreasonably withheld.
- 9.03 The duly authorized international or local representative of the Union shall be allowed access to the lunch room for the purpose of carrying out his regular duties during lunch periods. At any other time he shall seek permission from the manager or Department head.

Article 10 – Seniority

- 10.01 The parties agree and shall continue to recognize that each employee's job security and job opportunity shall increase in proportion to **the levels of certification he has achieved in the applicable Truck and Transport Mechanic Apprenticeship Program, the Transport Trailer Technician Apprenticeship Program and the Safety Certification**

Program (the "Certification Programs") and his length of employment. Therefore, in all cases of vacancies, newly created jobs, promotions, layoff and recall from layoff and transfer, employees **with the highest level of certification in the Certification Programs** shall be entitled to preference.

- 10.02 In recognition of the responsibility of the Company for the efficient operation of the plant, it is understood and agreed that in any case referred to in the preceding section, **an employee shall have preference provided he or she has a higher level of certification in the Certification Programs than other employees being considered for layoff, promotion, recall, transfer or vacancy as the case may be. If two or more employees have the same level of certification in the Certification Programs the more senior employee shall be given preference provided he or she has the necessary qualifications, skill, ability and physical fitness to perform the job efficiently. It is understood that certification or training in areas outside of the Certification Programs will not entitle an employee to preference over a more senior employee.**

An employee will only be given preference under this Article where his participation in the Certification Programs applies directly to his ability to perform the position at issue (e.g. employees participating in the Truck and Transport Mechanic Apprenticeship Program will only be given preference in regards to positions in the Truck Shop).

- 10.03 (a) A newly hired employee shall be on probation for a period of ninety (90) actual days worked. On completion of the probationary period, the seniority shall be established and shall count from his last day of hire. During probation an employee shall have no seniority rights and notwithstanding any provision of this agreement to the contrary, the Employer shall not be required to show cause of any sort for termination during a probationary period.
- (b) Seniority shall be maintained and accumulated during absence up to eighteen (18) months due to layoff.
- (c) If an employee is transferred out of the bargaining unit to a Company position he shall be excluded from the coverage of this agreement.
- (d) Upon successful completion of the probationary period, the employee will be promoted to level 1 automatically.
- 10.04 An employee shall lose his seniority standing and have his employment terminated for any one of the following reasons:

- (a) If an employee voluntarily quits;

- (b) If an employee is discharged for cause and is not reinstated in accordance with the provisions of the agreement;
- (c) If an employee fails to report to work within three (3) working days after termination of leave of absence;
- (d) If the employee has been on layoff due to lack of work for a period of more than eighteen (18) consecutive months;
- (e) **If the employee has been absent** for more than three (3) working days without notifying the Company, the employee shall be considered by the Company to have quit voluntarily;
- (f) If an employee fails to notify the employer within three (3) working days of the posting by registered mail to his last known address of notice to report following layoff, that he will report within a further ten (10) working days, or, failing such notice to the employer by the employee, if the employee fails to report within five (5) working days of posting by registered mail or by courier by his last known address to report following layoff.

10.05 Seniority Lists

- (a) The Company shall maintain a seniority listing of all bargaining unit employees showing each employee's date of hire and job classification. The seniority list shall be revised at intervals of not less than every six (6) months and each revised list shall be posted on the plant bulletin boards. A copy of each revised list shall be given to the Union at this time or at any time upon request by the Union.
- (b) Hirings are to be given to the Union each month at the same time as the Union dues are remitted to the Union.

10.06 Layoff Notice

- (a) Any non-probationary employee who is laid off, due to lack of work is subject to recall under the provisions of this agreement, shall be given two (2) working days' advance notice of the layoff or two (2) days' pay in lieu of notice. If, however, the layoff is to be for ten (10) working days or more, the employee shall receive three (3) working days' advance notice or three (3) days' pay in lieu of notice. The Company will, at the same time, notify the Union of pending layoffs. This does not apply to employees on probation.
- (b) If, in any case of a difference of opinion between the Company and the Union, in regard to the employee's ability and physical fitness to perform the job satisfactorily, the employee bumping during a layoff shall be allowed a reasonable trial period of up to **five (5)** working

days.

- (c) In the event of layoffs being uniformly applicable to all bargaining unit employees or an entire department of bargaining unit employees, up to five (5) days per contract year with not more than two (2) days in any one pay period may be staggered at different times without any bumping rights or job displacement taking place, a pay period being of 2 weeks duration. Such days shall not include statutory holidays, the number of days per employee shall be as nearly uniform as possible and no more than two such staggered days shall be assigned to any one employee per week. Employees shall have the right to request the banked overtime days as provided in Article 11.14 be used to cover such laid off days.

10.07 Job Posting

- (a) All job vacancies of more than **one continuous** calendar **month's** duration and all newly created jobs shall be posted for a period of three (3) working days. Any employee desiring the posted job must make application in writing to management within the three (3) working day period. Subject to the seniority provisions of this agreement the senior employee shall be given the job. The Company shall indicate, in the posting, when it intends to fill the posted job.
- (b) Employees who have applied for and have been accepted to fill vacancies and newly created positions will be required to remain in that position for a period of not less than six (6) months, before becoming entitled to apply on another job posting.
- (c) Effort will be made to fill the second job vacancy from within the membership. The succeeding applicant's name of the first job posting will be posted on the bulletin board and the Company will receive applications for the second job vacancy, to which consideration will be given to the applicant.
- (d) If the employee did not succeed in acquiring the job following a posting the Company shall notify the employee on the form so provided, within five (5) working days, as to the reason(s) the employee was not granted the posting.

10.08 Temporary Transfer

An employee who is temporarily transferred for over four (4) hours from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a layoff, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer. A

temporary transfer shall not exceed **one continuous calendar month**.

When a job is performed by way of temporary transfer for **one continuous calendar month**, or as soon as practicable when it becomes known that the transfer will be in excess of **one continuous calendar month**, the Company shall post the job in the usual manner.

This clause shall not apply when such temporary transfers are due to absences for vacations, illness, and injury or approved leave of absence.

10.09 Termination

Employees who fail to give three (3) days notice of termination shall forfeit three (3) days pay. This does not apply to employees on probation.

Article 11 – Hours of Work and Overtime

11.01 A day is a 24-hour period beginning with the start of an employee's shift. The basic workday is eight (8) consecutive hours of work in a 24-hour period, broken only by an established lunch period.

11.02 (a) The employees in the tire shop, dock and wash bay will work five (5) consecutive eight (8) hour days which hours of work are not guaranteed.

(b) The employees in the trailer shop and truck shop will work a rotation of shifts of five (5) days on, two (2) days off, five (5) days on, two (2) days off and ten (10) days on, four (4) days off; **or at the Company's discretion, the employees in the trailer shop and truck shop will work a rotation of shifts of seven (7) days on, two (2) days off, three (3) days on, two (2) days off and five (5) days on, two (2) days off.**

Either of these schedules will be in force unless an alternative schedule is agreed to in writing at the request of either party. Should an alternative schedule be agreed to, it shall be implemented upon thirty (30) days' notice to the employees.

In the truck shop the Company may also designate a seasonal shift to be granted by application of the employees, holding the designated classification in that department. If no employee so applies, the shift shall be assigned to the junior employee holding the classification in that department.

(c) Notwithstanding Articles 11.02(a) and 11.02(b) above, the Company may regularly schedule ten (10) hour shifts to be worked at straight time as follows:

- (A) Day shift – 6:00 am – 4:30 pm;
- (B) Evening Shift – 1:30 pm – 12:00 am.

Employees shall be scheduled to work four (4) consecutive days with three (3) consecutive days off. Employees will not be taken off the four (4) day ten (10) hour shifts without at least two weeks notice. Employees will be entitled to bid on regular day shifts or regular evening shifts by classification according to seniority provided that the Company can designate, in addition to classifications, the number of positions that must be filled by a certified person or a journey person or an apprentice and bidding by seniority shall be amongst persons holding such designations.

- (d) The Company may designate the starting and ending times of the above shifts to be up to three (3) hours later and earlier than shown, provided the third hour is mutually agreed between the Local and the Company.

11.03 Each day will include two paid 15-minute coffee breaks, one to be taken in the first half of the shift and one to be taken in the second half of the shift. The coffee breaks will be as close to the middle of the four (4) hour period as possible. A thirty (30) minute unpaid lunch period will be taken as close to the middle of the shift as possible.

11.04 (a) When an employee works one of his scheduled days off, he shall not be required to take another day off during his regular work week to compensate.

- (b) Employees assigned to a shift other than the day shift shall not be required to remain on such other shift beyond a two-week period if feasible and practical.

- (c) A shift will be considered as worked on the calendar day on which it begins.

11.05 Each employee will be allowed to wash up five minutes prior to the end of the shift.

11.06 Employees working overtime will be paid at time and one-half for all hours worked.

11.07 For the purposes of this Article, overtime shall be those hours worked in excess of eight (8) in a day or forty (40) in a week, except:

- (a) under 11.02(c), in which case overtime means hours in excess of ten (10) in a day or forty (40) in a week; and

(b) under 11.02(b), in which case overtime means hours worked in excess of eight (8) in a day or an average of forty (40) in a week over a four week period.

11.08 Employees who work on their scheduled day of rest will be paid time and one-half their regular rate for the first four (4) hours worked on that day and double time for all hours after four (4) worked on that day.

11.09 Reporting Allowance

(a) In the event an employee reports for work on a regularly scheduled shift and finds that the work he normally performs is not available, then unless the Company has notified the employee that his service will not be required, he/she shall receive four (4) hours pay at his regular rate. However, the employee shall not be entitled to such pay if the employee has not kept the Company notified of his or her current address and phone number.

(b) The Company may offer the employee substitute work of four (4) hours duration, to be paid at the employee's regular hourly rate. If the employee refuses to perform the substitute work, he/she shall not be entitled to the four (4) hour payment of reporting allowance, provided in the preceding section.

11.10 Call In Pay

An employee who has already punched out after completion of his shift and who is called back to work shall be paid for 1½ times his regular hourly rate for all hours worked on recall up to the starting time of his scheduled shift. But in any event, he shall be paid for not less than 4 hours at 1½ at his regular hourly rate.

11.11 Distribution of Overtime

Except in the case of an emergency, which cannot be reasonably foreseen, the Company will use its best efforts to distribute overtime work fairly and equitably among the employees in the department normally performing the work.

11.12 Employees may be required to work a maximum of five (5) hours mandatory overtime per week. All other overtime is voluntary on the part of each employee, but the Union will not, in any way, oppose overtime work by any of the employees during the term of this agreement.

11.13 Meal Money

In the event that any employee works over two (2) hours overtime continuous with his regular shift on less than 24 hours advance notice, the

Company shall provide a meal allowance in the amount of \$6.00.

11.14 During the term of the Collective Agreement employees who have completed their probationary period and who work overtime shall have the option of being paid at overtime rates or accumulating the overtime at the overtime rate. Employees may accumulate and reaccumulate up to thirty (30) hours of overtime from time to time and, subject to the provision that it does not affect operational requirements and efficiency, can use the accumulated time as time off when mutually agreed between the Company and the employee. All accumulated time as at the end of the first pay period of November, not taken at a time mutually agreeable to the Company and the employee will be paid out within thirty (30) days after such pay period. Employees may commence to reaccumulate overtime one week after the end of such pay period.

Article 12 – Statutory Holidays

12.01 New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	Labour Day

12.02 Every employee who does not work on a general holiday that falls on a regular working day, shall be paid at least the equivalent of the wages he would have earned on that day, had that day not been a general holiday. Statutory holidays will be observed and paid on an eight (8) hour basis for those employees who normally work eight (8) hour shifts. Statutory holidays will be paid on a ten (10) hour basis for those employees who normally work ten (10) hour shifts.

12.03 An employee who performs work on a statutory holiday shall be paid at the rate of 1½ times his regular hourly rate, in addition to the eight (8) or ten (10) hours holiday pay, as the case may be.

12.04 Except as herein otherwise provided, where Remembrance Day falls on a non-working day, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the general holiday.

12.05 In order to qualify for holiday payment, an employee must work according to the terms of the Canada Labour Code and the day succeeding the paid holiday, exceptions to this being:

- (a) death in the immediate family;
- (b) illness or to other disability certified by a medical practitioner;
- (c) written permission from the Company;
- (d) jury duty.

- 12.06 In the event that one or more of the above ten (10) paid holidays occur during the employee's vacation, he shall be paid for the holiday pursuant to the Canada Labour Code.
- 12.07 Employees who have not completed their probationary period shall be paid holiday pay in accordance with the Canada Labour Code.
- 12.08 (a) When layoff happens within fifteen (15) working days of a statutory holiday, the employees will receive the day's pay for the holiday.
- (b) An employee recalled from layoff within fifteen (15) working days of a statutory holiday shall be paid for that day provided that between the recall and the holiday the employee works at least five (5) days and all days scheduled.

Article 13 – Leave of Absence

- 13.01 An employee selected as a delegate or representative of the Union whose appointment necessitates a leave of absence shall be granted such leave of absence without pay upon one (1) week's advance notice in writing, provided such leave will not interfere with the scheduled vacation of any other employee.

The Company shall not be required to grant this privilege to more than two (2) persons during the same period of time, and not more than one (1) person from any department. The total number of man-days spent on such leaves shall not exceed twenty-five (25) in any contract year.

An employee designated to be a full time staff representative of the Union shall be given two (2) years leave of absence upon thirty (30) days advance notice in writing. No more than one (1) employee may be on such leave at any one time.

- 13.02 The time spent as a full time Union representative shall not be considered as time worked for the purpose of calculated pay or benefits under any of the welfare plans in effect.
- 13.03 An employee may be granted leave of absence **without pay** for up to a maximum of two (2) months at the sole discretion of the Company. All Company contributions to **dental and life insurance benefits** shall cease. If an employee wishes to continue in the above plans, he may do so by making arrangements with the payroll department for full payment of premiums.
- 13.04 An employee obtaining leave of absence under false pretenses or failing to return to work after an authorized leave of absence, shall be subject to discipline or discharge.

- 13.05 (a) An employee who wishes to attend **the Certification Programs** with relation to improving job knowledge and skills may be granted leave to do so, **subject to the remainder of this Article 13.05.**
- (b) **All employees shall have equal opportunity to participate in the Certification Programs should they so choose. The Company shall not prevent or discourage an employee from taking the Certification Program if he so desires. However, the Company shall not be required to grant this privilege so that more than one (1) employee from each department is absent from the workplace due to the Certification Program at a time. If the Company must choose between employees applying for leave within the same department, preference shall be given to the employee furthest along in the Certification Program and then based on seniority.**
- (c) The Company shall **reimburse the employee** for necessary books, registration or tuition in respect of such leave which has been granted **to attend the Certification Programs.** The employee must pass the **particular level of the Certification Program** in order to be reimbursed the **books and** tuition.
- (d) The Company shall pay to the employee 75% of the difference between the **employee's** regular wages (based on a forty (40) hour work week) and the benefits the employee receives from Employment Insurance for attending job related training, provided the employee remains in the employ of the Company for six (6) calendar months after completion of that stage of the course. Further that the remainder of the difference between the regular wages and the Employment Insurance benefits shall be paid to the employee by the employer provided the employee remains in the employ of the Company for twelve (12) calendar months after obtaining journey person certification.

13.05.1 The Company shall conduct training and certification for matters other than the Certification Programs (the "Other Certifications"). The Other Certifications will be made available and will be conducted according to operational need. Where Other Certifications will be conducted, the Company shall post notice of Other Certifications for three (3) calendar days and all employees may apply to receive said training. The Company shall provide the Other Certifications to the most senior applicant who is able to apply the Other Certifications to his assigned duties.

The above-noted posting process shall not apply to re-certification or re-training. The Company shall conduct re-certification or re-training as needed.

13.06 The Company shall provide maternity, **parental** and compassionate care

leave as per its obligations under the Canada Labour Code.

Article 14 – Bereavement Pay

14.01 In the case of death in the immediate family of an employee, the Company shall grant three (3) days leave of absence, without loss of pay. Immediate family shall be deemed to mean mother, father, brother, sister, wife, husband, children, common-law spouse and step-children, grandparents and grandchildren. Employees will also receive three (3) days leave of absence, without loss of pay for a step-parent providing the step-parent was a step-parent while the employee was under the age of sixteen (16) and residing in the same residence.

14.02 In the event of death of mother-in-law, father-in-law, step-parents, brother-in-law or sister-in-law, the Company shall grant a leave of absence to the employee on the day of the funeral without loss of pay.

Article 15 – Vacations

15.01 Subject to the provisions of the Canada Labour Code, all employees **hired before January 1, 2013** will be entitled to vacations with pay at a percentage of gross pay in the preceding vacation year in accordance with the following schedule:

Continuous Years Service	Number Working Days Vacation	% of Gross Pay
1	10	4.0
5	15	6.0
10	20	8.0
15	25	10.0

Subject to the provisions of the Canada Labour Code, all employees hired after January 1, 2013 will be entitled to vacations with pay at a percentage of gross pay in the preceding vacation year in accordance with the following schedule:

Continuous Years Service	Number Working Days Vacation	% of Gross Pay
1	10	4.0
5	15	6.0
10	20	8.0

15.02 **Employees shall submit their vacation request forms indicating their desired vacation dates on or before the first working day after January 31 of each calendar year. On or before February 15 of each calendar year, the Company shall provide the Unit Chair with a copy of the Vacation Request Forms submitted by the employees. Vacation schedules shall be posted by May 1st in each year and shall not**

be changed unless mutually agreed to by the employee and the Company.

15.03 In computing the regular working hours of any period worked by an employee, the regular working hours of the following periods shall not be included:

- (a) the period of vacation;
- (b) the aggregate of periods, not exceeding thirty (30) working days in all, comprising:
 - (i) the time during which the employee has been authorized by the Company to be absent from work and;
 - (ii) time in respect of which the employee files with the Company a certificate signed by a duly qualified medical practitioner showing that the employee was not, in the opinion of the medical practitioner, fit to work during that time by reason of illness.

15.04 Vacations may not be postponed from one year to another.

Article 16 – Health and Safety

16.01 (a) All newly hired employees shall go through a health and safety orientation developed by the Company, in consultation with the Health and Safety Committee. The newly hired employees shall be trained and instructed on all health and safety matters relating to the job in accordance with the governing workplace health and safety legislation.

(b) The parties will continue to have a Workplace Safety and Health Committee pursuant to the Canada Labour Code. This committee will meet once a month and will have equal representation from the Union and the Company.

16.02 The Company will supply two (2) snow suits of appropriate sizes in each of the tire shop and trailer shop, not more than once per contract year.

16.03 Provided a receipt is provided, the Company will pay one hundred **and twenty-five** dollars (**\$125.00**) to all employees upon ratification and on June 21st of each year, who have completed probation by that date, for the purchase of CSA approved safety boots.

Article 17 – Pay on Day of Injury

17.01 (a) Upon receipt of attending physician's report, an employee hurt in any industrial accident while at work shall be paid for the time lost on the day he was injured at the rate of pay he was earning at time of injury, or while on night shift, overtime premiums and applicable shift differential shall apply.

- (b) Employees who are receiving workers compensation or group insurance benefits are personally required to report to the Company Personnel Department, by phone or in writing once per week, in order that the Company may assess their labour requirement.
- (c) It is the responsibility of an employee to check with the Company as to the shift he/she will be assigned to, prior to returning to work, if he/she has been absent immediately prior to a normal shift change day.

Article 18 – Bulletin Boards

18.01 The Company shall provide a Union bulletin board in each lunch room used by unit employees. All notices and postings must receive approval by Management prior to posting.

Article 19 – Handicapped Employees

19.01 In the event of employees sustaining injury at work, or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the Company, upon receipt of an attending physician's report or Company doctor, to give the handicapped employee such suitable employment as is available. If employment is so offered, it shall be mandatory for the employee to accept same.

Article 20 – Copies of Agreement

20.01 The Company and the Union desire every employee to be familiar with the provisions of this Agreement. The cost of printing will be shared equally by the Union and the Company. Each employee will be provided with a copy.

Article 21 – Strikes and Lockouts

21.01 In view of the orderly procedure established by this Agreement, for the settling of disputes and the handling of grievances, the Company agrees that during the life of this Agreement, or any extension thereof, there will be no lockout and the Union agrees that there will be no strike, picketing, slowdown or stoppage of work.

Article 22 – Benefit Plan

22.01 The Company shall continue to make available to employees the opportunity to enroll in the Desjardins plans on the same basis as at present and shall continue to pay 50% of the premium cost for the dental plan.

Article 23 – Wages and Job Classifications

23.01 The employee wage schedule shall be as follows:

Reefer/Trailer Shop	July 1, 2012	July 1, 2013	July 1, 2014
Start	13.91	14.19	14.47
Level 1	15.53	15.84	16.16
Level 2	16.35	16.68	17.01
Level 3	17.11	17.45	17.80
Level 4	17.97	18.33	18.70
Level 5	18.78	19.16	19.54
Level 6	27.50	28.05	28.61

Truck Shop	July 1, 2012	July 1, 2013	July 1, 2014
Start	13.91	14.19	14.47
Level 1	15.53	15.84	16.16
Level 2	16.35	16.68	17.01
Level 3	17.11	17.45	17.80
Level 4	17.97	18.33	18.70
Level 5	18.78	19.16	19.54
Level 6	27.50	28.05	28.61

Office Cleaner	July 1, 2012	July 1, 2013	July 1, 2014
	12.71	12.71	12.71

Washperson	July 1, 2012	July 1, 2013	July 1, 2014
Start	14.71	14.91	15.11
Level 1	15.50	15.71	15.92
Level 2	16.28	16.50	16.72
Level 3	17.12	17.35	17.58
Level 4	17.87	18.11	18.35

Dock	July 1, 2012	July 1, 2013	July 1, 2014
Start/Level 1	13.13	13.13	13.13
Level 2	15.04	15.04	15.04
Level 3	15.78	15.78	15.78
Level 4	16.55	16.55	16.55
Level 5	17.36	17.36	17.36

Tire Shop	July 1, 2012	July 1, 2013	July 1, 2014
Start	14.64	14.64	14.64
Level 1	15.43	15.43	15.43
Level 2	16.24	16.24	16.24
Level 3	17.07	17.07	17.07
Level 4	17.84	17.84	17.84

Inspector Wash Person (For those hired on or after September 1, 2009)	July 1, 2012	July 1, 2013	July 1, 2014
Level 1	12.38	12.54	12.71
Level 2	14.51	14.70	14.90
Level 3	15.23	15.43	15.64
Level 4	15.97	16.18	16.40

Each person in the Washperson Classification on the date of ratification shall receive a one time \$500.00 lump sum payment.

The increases to base wage rates shall not apply to Red Circled Employees. In lieu of the base wage rate increase, Red Circled Employees shall receive a lump sum payment equal to the amount of money they would have earned had their base wage rate increased to the same level noted above. Said payments shall be paid monthly in arrears and be based on the hours actually worked by the particular Red Circled Employee. The intention is to provide the same financial benefit to the Red Circled Employees while at the same time allowing the remaining employees' base wage rate to catch up to the Red Circled Employee (at which time they will no longer be Red Circled Employees and will participate in base wage increases in the same manner as all other employees).

Employees appointed to Level 6 shall be paid the greater of:

- a) a flat wage rate noted in the wage schedule above (and he shall not be entitled to earn any premiums); or**
- b) the Level 5 base wage rate noted in the wage schedule above plus any additional premiums which he has qualified for under this Agreement.**

For greater clarification, the Level 6 employee will not be entitled to any premiums called for under this Agreement unless those premiums, when combined with the Level 5 base wage rate, put his hourly rate over the Level 6 base wage rate.

Premiums payable under this article shall be paid cumulatively.

Upon completion of each of the first two levels of study **contemplated by Article 13.05**, the Company shall pay to the employee an additional **\$1.00** per hour and **\$1.50** per hour for each of the third and fourth levels of study. Upon receiving certification the total premium shall be **\$5.00** per hour. The premiums for each level shall cease to be paid should the employee stop taking the courses for any reason or fail to satisfactorily complete the next level. If there are only three levels of study required for full certification, then the premiums shall be **\$1.00** per hour for each of the first two levels of study and a \$1.50 for the final level of study. **Upon receiving certification, the total premium shall be \$3.50 per**

hour.

A journeyman Reefer Tech that completes the two week Thermo king course will receive a premium of \$1.00 **per** hour, the expenses for the course will be paid by Arnold Bros. Transport, the employee will reimburse the company if they leave Arnold Bros. Transport employ prior to the one year anniversary of taking the training.

A trailer **or** reefer journeyperson would earn an additional \$2.00 per hour after the one year anniversary of obtaining their journeyperson status. **A truck journeyperson would earn an additional \$4.00 per hour after the one year anniversary of obtaining their journeyperson status.**

Truck shop employees will receive an additional **one dollar and fifty cents (\$1.50)** per hour if they are a holder of a truck safety certification.

Reefer/Trailer Shop employees will receive an additional **one dollar and fifty cents (\$1.50)** per hour if they are holder of a trailer **safety** certification.

Truck Shop and Reefer/Trailer shop employees will receive an additional **\$0.50** cents per hour if they are a holder of a **MOPIA** certification.

Tire shop employees will receive an additional **one dollar (\$1.00)** per hour if they are a holder of a wheel installer certification. All other employees with wheel installer certification will receive an additional **\$0.50** cents per hour.

All employees who are assigned and perform duties which require them to have a forklift certification or propane certification will receive an additional \$0.25 cents per hour if they are a holder of a forklift **certification** and **an additional \$0.25 if they hold a** propane certification to a maximum of **\$0.50** per hour.

23.02 A premium of \$1.00 an hour will be paid to employees when they are assigned to and work on the Mobile Service Truck.

23.03 The Company shall continue to supply the health and safety equipment it currently supplies.

23.04 The Company shall have the discretion to progress employees through the wage scale intervals. **A progression review shall be conducted for advancement to Levels 2 through 5 at six (6) month intervals and for advancement to Level 6 at twelve (12) month intervals.** After the six (6) **or twelve (12)** month review is completed the employee will be given in writing, notification that he/she is advancing to the next level. Also, if the employee is not advancing he/she will be given the reason in writing why his/her advancement is not happening. **Progression to Level 6 of the Reefer/Trailer Shop and Truck Shop shall be reserved for employees with the necessary qualifications, skill, ability and physical fitness to perform the job efficiently and demonstrating to the Company**

exceptional mechanical skills and work performance over a twelve (12) month period. If the Company decides to promote an employee to Level 6 the Company will notify said employee and the Union in writing of his/her advancement.

23.05 A premium of .65 cents per hour shall be paid for all week day hours worked on the afternoon shift, an additional .75 cents per hour for the weekend shift and \$1.00 per hour for the midnight shift. To obtain the weekend or midnight premiums this must be the employee's regular shift.

(a) Any employee who is appointed to oversee the operation of his/her department (leadhands/assistant foreman), for a period of more than two (2) hours shall be paid a \$1.00 per hour premium.

(b) The Company shall provide a list of shop employees who have been designated leadhands/assistant foreman to the Union.

23.06 Employees with two (2) years or more of service, who are terminated as a result of a permanent closure of the whole or any part of the plant, shall receive severance pay of one (1) week's pay for each completed year of continuous service with the Employer to a maximum of ten (10) weeks at the rate of pay the employee was receiving on the date of termination. Employees on lay-off shall not receive severance pay under this Article until their recall rights expire unless they notify the Company in writing that he waives his recall rights and resigns his employment before the expiry of said recall rights.

23.07 On-Call Premium

The Company shall assign an employee who works in either the truck or trailer shop to be on call for a period of one week at a time on a rotating basis. Employees who are on call shall carry a Company issued cell phone and shall respond to all calls from the Company during that week. An employee who is on call shall receive a payment of \$70.00 for the week he is on call. If the employee who is on call is instructed to attend to the workplace while on call, he shall receive the Call-In Pay contemplated by Article 11.10 of the Agreement.

The Company shall provide all employees working in the truck or trailer shop the opportunity to volunteer to participate in the on call rotation immediately upon ratification of this Agreement. Thereafter, employees working in the truck or trailer shop shall indicate their willingness to be on call in writing to the Company at least seven (7) calendar days in advance of each of January 1 and June 1 of each year.

The Company shall not assign an employee to be on call during his

annual vacation. Employees assigned to be on call shall be able to trade weekly on call shifts with any other employee if both parties agree to the trade and provide evidence of that agreement in writing to their supervisor.

The on call Tire Tech shall be paid the same on call and call in pay as the truck or trailer employee assigned to be on call.

23.08 Tool Allowance

Effective January 1, 2013, the Company shall reimburse, up to a maximum of four hundred dollars (\$400.00) per calendar year, employees who have been with the Company for one year or more, for the purchase of snowsuits, tools which appear on the Tool List or other tools which have been approved in advance by the Company. If an employee receives reimbursement pursuant to this Article and resigns or is terminated for cause within three (3) months of the reimbursement, the Company shall be permitted to deduct the amount of any reimbursement made under this Article within the preceding three (3) months.

Article 24 – Personnel Files

24.01 Any document the Company chooses to place in the personnel file of an employee shall be available for inspection by that employee upon written request.

Article 25 – Humanity Fund

25.01 For the purpose of international aid and development, the Company agrees to deduct, upon receiving a written authorization from an employee covered by this agreement, on a biweekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to:

United Steelworkers
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

25.02 The first Humanity Fund deduction as aforesaid shall be the fifth (5th)

week following the ratification of this Agreement.

25.03 It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

25.04 It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

Article 26 – New Hires

26.01 Upon completion of the probationary period, the employer shall introduce the employee to the Shop Steward and shall permit the Steward to give a 15 minute Union orientation to the employee during working hours and without lost time from the employer.

Article 27 – Union Mail

27.01 Once per year the Chief Shop Steward will be granted a reasonable opportunity to distribute Union mail to unit members in the shop on company time.

Article 28 – Bonuses

28.01 The parties recognize in good faith that the Company intends to implement bonuses based on daily, weekly or monthly productivity in its sole discretion and agree during the life of this contract to discuss in good faith a letter of agreement for the implementation of same.

28.02 Any employee receiving a bonus prior to this collective agreement shall continue to receive said bonus. He/she will be deemed "Red Circled" until such time as his/her wage falls in line with the pay scale in the Collective Agreement.

Article 29 – Duration

29.01 This Agreement shall become effective on execution and shall continue in full force and effect to June 20, 2015, and shall continue from year to year thereafter unless either party gives notice in writing of its intention to terminate the Agreement or to enter into negotiations for the purposes of amending the Agreement. Such notice shall be given not more than ninety

(90) days and not less than thirty (30) days prior to the yearly date of termination. The only retroactive effect of this agreement shall be **base wage rates** as per the wage scale effective July 1, **2012** for persons on the payroll as of the date of ratification.

DATED at the City of Winnipeg, in the Province of Manitoba this _____ day of _____, 2013.

UNITED STEELWORKERS

Per:

ARNOLD BROS. TRANSPORT LTD.

Per:

cope 343