

COLLECTIVE AGREEMENT

BETWEEN:

E & E SEEGMILLER LIMITED
(Drivers)
(hereinafter referred to as the "Company")

and

TEAMSTER LOCAL UNION No. 879
Affiliated with the International Brotherhood
of Teamsters, Chauffeurs, Warehousemen
And Helpers of America
(hereinafter referred to as the "Union")

ARTICLE 1 – INTENT

- 1.1 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote cooperation 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 set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure, and conditions of employment.
- 1.2 There shall be no effort by either signatory to misinterpret, read into or delete from any of the provisions of this Agreement.
- 1.3 Therefore, this Agreement, between the Union and the company signed by the accredited officials of both parties has been mutually agreed upon, the terms as laid out shall be carried out in letter and spirit by both parties. The Agreement covers certain employees of the Company engaged in road construction, sewer and watermain construction, common excavation and building site preparation, etc., and all work incidental thereto.

ARTICLE 2 – SCOPE

- 2.1 The Company recognizes the Union as the Collective bargaining agent for all its truck drivers engaged in construction projects within the counties of Wellington, Brant, Norfolk and the Regional Municipality of Waterloo in the Province of Ontario, save and except non-working foremen and persons above the rank of non-working foreman.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Union agrees that it is the exclusive function of the Company:
 - a. To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools, and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.
 - b. To hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the grievance procedure,

- c. To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

- 4.1 It is agreed that all Union members as of the signing of this Agreement shall maintain their Union membership in good standing for the duration of this contract as a condition of employment.
- 4.2 New employees shall make application for membership in the Union at the time of hiring, and shall become and remain members of the Union in good standing as a condition of employment after having completed sixty (60) working days. A member in good standing shall be defined for the purpose of this Agreement to be an employee who falls under the terms of this Agreement and whose Union initiation fee and Union dues are not in arrears.
- 4.3 The Company agrees to deduct union dues in a manner and as directed by the local union from all employees, including probationary employees, and remit such monies so deducted to the Union on or before the 20th day of the month. Additionally, the Company, upon proper authorization in writing by the employee, shall deduct any initiation fee due. The Union agrees to save the Company harmless from all deductions made under this clause.
- 4.4 The Union will supply the Company with application Membership and Deduction forms which shall be signed by new employees on the day of hire. All completed copies of Application for Membership forms shall be returned to the Union and shall serve as notification of commencement of employment. Upon termination of employment of an employee the Company shall notify the Union in writing of such termination at the time the monthly dues remittance is forwarded to the Union.
- 4.5 The amount of monthly dues will be established in accordance with the constitution or bylaws of the Local Union, and the Company shall be officially notified of the amount of such dues.
- 4.6 The employer will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made and include the Social Insurance Number.
- 4.7 If an employee is absent because of sickness or holidays, and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon notification in writing of such arrears from the Union. The Union will save the Company harmless from any deduction that the Union directs under this clause.
- 4.8 T-4 slips: The Employer shall show the total annual dues deduction on the employee's T-4 slips.

ARTICLE 5 – DISCRIMINATION

- 5.1 No person shall be refused employment or in any manner be discriminated against or coerced, restrained or influenced, on account of membership or non-membership in any labour organization.

ARTICLE 6 – UNION REPRESENTATION

- 6.1 The Union shall inform the Company in writing of the name of the Steward and of any subsequent change in the name of Stewards. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 6.2 Providing it is consistent with management's obligation to maintain an efficient working force, in the event of a shortage of work that necessitates a layoff, the Steward shall be retained in the work force and shall be the last man laid off in his classification.
- 6.3 It shall be the Steward's duty to process grievances as outlined in Article 7 of this Agreement. The Steward's duty shall in no way, conflict with his duties to his Employer and he shall be held responsible for the same quantity and quality of work as other employees.
- 6.4 Should there be any cause to discharge a Steward, the Employer shall, in every case, notify the local Union in writing, so that the local Union is in receipt of such notification before such discipline or discharge. However, the Company reserves the right to insist that a Steward leave the premises.
- 6.5 Upon reasonable request made to the Employer, or his designated representative, an accredited Union Official shall be granted access to various jobsites for the purpose of satisfying himself that the terms of this Agreement are being complied with, provided that the work on the project is not interfered with. It is understood that if the Union Official wishes to consult with Company Employees, any consultation will occur outside working hours.
- 6.6 The Union shall have the right to appoint or elect a reasonable number of Stewards in each yard or area to assist employees in presenting their grievance to the Employer, and supervise the administration of this Agreement.
- 6.7 If the Company requests a Steward to settle a grievance during regular working hours, then the Company will continue to pay his regular wages.

ARTICLE 7 – GRIEVANCE PROCEDURE AND ARBITRATION

- 7.1 Any difference, disputes or complaints arising over the interpretation or application of this Agreement shall be submitted in writing in triplicate on forms supplied by the Union and signed by the aggrieved employee. 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 his immediate supervisor. The employee may be accompanied by his Steward. The foreman shall give his decision within two (2) full working days.

Failing Settlement, then:

STEP 2

Within ten (10) full working days following the decision in Step 1, the aggrieved employee (s) and/or an official or officials of the Union shall meet with representatives of the Employer, at which time the written record of the grievance shall be presented. The decision shall be given in writing within five (5) full working days following this meeting.

- 7.2 Failing a settlement under Step 2 of any difference between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full

working days after the decision in Step 2 is given, it shall be deemed to have been abandoned.

- 7.3 Prior to proceeding to arbitration, the parties may agree to utilize the service of a Grievance Mediator within the time limits as set out herein.
- 7.4 No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within ten (10) working days after the circumstances giving rise to the grievance occurred or originated.
- 7.5 Any complaint or grievance concerning or affecting a group of employees shall be originated at STEP 2.
- 7.6 Any complaint or grievance as to the interpretation or alleged violation of the provisions of this Agreement arising directly between the Employer and the Union, affecting the Union or Employer, as such, either party shall have the right to file a grievance beginning at STEP 2 of the grievance to procedure as outlined above. Such grievance shall conform to the provisions of this Article and, if it is not resolved, may be processed to arbitration in the same way as the grievance of any employee.
- 7.7 A claim by an employee that he has been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within five (5) working days after the discharge or discipline is effected. Such special grievance may be settled under the Dispute Procedure by:
 - a. confirming the Employer's action in dismissing the employee,
 - b. reinstating the employee with full compensation for time lost, or,
 - c. by any other arrangement which may be deemed just and equitable.

It is expressly agreed that probationary employees shall not have recourse to the grievance procedure.

ARTICLE 8 – ARBITRATION

- 8.1 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing by registered mail, and, at the same time, nominate an arbitrator. Within five (5) full working days after receipt of such notification, the other party shall nominate an arbitrator, and failing to do so, the notifying party shall have the right to request the Minister of Labour of the province of Ontario to appoint such nominee. The two (2) arbitrators so nominated shall attempt to select by agreement, a chairman within a period of five (5) full working days following the date of their appointment, they will then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 8.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.3 No matter may be submitted to arbitration, which has not been properly carried through the proper steps of the Grievance procedure.
- 8.4 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement or to substitute any new provisions.

- 8.5 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto and the employees concerned.
- 8.6 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.
- 8.7
- a. The nature of the grievance, the remedy sought and the section of sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
 - b. in determining the time which is allowed in the various steps, Sundays and Holidays shall be excluded and any time limits may be extended by agreement in writing or by mutual agreement.
 - c. if advantage of the provision of Article 7 and 8 hereof is not taken within the time limits specified herein, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.

ARTICLE 9 – SENIORITY

- 9.1 New employees will serve a probationary period of sixty (60) working days before acquiring seniority rights. Their seniority will then date back to their starting date with the Company.
- 9.2 When it is necessary to layoff or rehire employees who have been laid-off, the employees to be laid-off or rehired shall be selected on the basis of seniority in their job classification combined with performance of work assigned. As between two (2) employees whose performance of work has been equal, seniority shall govern the selection, and for this purpose, seniority records shall be maintained by the Company and shall be open for inspection by duly accredited representative of the Union.
- 9.3 Seniority will not be broken due to absences from employment, because of sickness, accident or other unavoidable reasons, which justify such absence.
- An employee shall lose his seniority if he:
- a. voluntarily quits the employ of the Company,
 - b. is discharged and not reinstated through the grievance procedure,
 - c. is laid-off and is not re-employed within eighteen months (18) from the date of layoff,
 - d. fails to return to work within eight (8) calendar days after he has been notified by the Company by registered mail, or if he fails to notify the Company within five (5) days of notice of his intention to return.
- 9.4 An employee who is requested to return to work and who is not immediately available may be passed over and a more junior employee may be called instead, subject to displacement by the more senior employee when he does report to work within eight (8) days of notification to do so.

ARTICLE 10 – STRIKES AND LOCKOUTS

- 10.1 The Union agrees there will be no strike during the term of this agreement and the Company agrees there will be no lockout.

The works "strike" and "lockout" as defined in the Agreement shall mean "Strike" and "Lockout" as defined in the Ontario Labour Relations Act.

ARTICLE 11 – UNION JURISDICTION

- 11.1 Should any jurisdictional question arise as between the union and any other union or unions, it shall be the responsibility of the union to resolve such question without interference with the company's operations. While the company recognizes that the Union may not be in a position to control all such situations, it reserves the right to lodge a grievance if the Union has failed to exert sufficient efforts to prevent losses due to jurisdiction problems.

ARTICLE 12 – GENERAL PROVISIONS

- 12.1 It is to the mutual advantage of both the Company and the employees, that employees should not operate vehicles, which are not in a safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Company all defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with Provincial Regulations.
- The Company agrees to supply a "Pre-Trip" book for each piece of equipment that the employees operate on a daily basis. Each booklet shall be carbonated and this booklet shall be kept in the equipment at all times for safety reasons.
- 12.2 It is agreed between the Company and the Union, having regard for safety and drivers' health factor that all units covered by this Agreement shall have adequate heaters, windshield wipers, windshield washers, and defrosters installed.
- 12.3 The Company shall not compel any driver to operate a vehicle illegally. Should the Company request or condone a driver to perform an illegal act, the Company will be responsible for all fines and actions taken against the driver arising from the illegal act.
- 12.4 It is mutually agreed that a form shall be supplied to the driver on which to report defects in equipment with sufficient copies so that one can be available for the driver and so that the office of the Company will have a copy of this report on file. When a defect report form is received by the Company, a truck mechanic will make an inspection of the unit in question, and, if necessary place an "Under Repair" tag on the truck, only to be removed when equipment is repaired.
- 12.5 Employees shall report immediately by phoning dispatch or office, in complete detail, all accidents, including the names and addresses of all witnesses to the accident and including any traffic violation or incident that would affect the Company's CVOR record.
- 12.6 No driver shall be permitted to allow anyone except employees of the company who are on duty, or any other truck drivers broken down on the highway, to ride in or on his truck except by written authorization of the Employer.
- 12.7 Employees shall report immediately to the employer any and all loss, damage or shortage of merchandise or equipment together with written statement of the cause thereof.
- 12.8 Employees shall be given opportunity to bid according to seniority on permanent vacancies or new job openings provided that they are qualified to perform the available work in the judgement of the Company. The Company shall not make a decision as to the qualifications of an employee until an employee has been given an opportunity to perform the work bid, provided he indicated he has a record of experience in the job and is physically fit, subject to Article 14 of the body of the Agreement and has the proper license to qualify.

- 12.9 Employees who have gained seniority in the Company will be allowed to work on outside jobsites not covered by this Agreement where there is a requirement and job opening. Employees who have been hired in Waterloo County, who leave to follow projects, not covered by this Agreement, shall receive the lower hourly rate and hours of work in lower rate area and higher hourly rate and hours of work in higher rated area. The benefit package of the Local Agreement will be maintained while the employees work on an outside project.
- 12.10 It is the Employers policy to continue its past practice in the hauling of materials to and from the available jobsite or projects operated by the Company, providing the trucks are available to do so.
- 12.11 If the Company acquires another Union Company by way of purchase or merger, and the operations of those two companies are merged, then the seniority of the active employees will be dove-tailed, including those employees who are off work due to sickness or injury. If the Company acquiring the Union business or merged company does not require all the employees after the merger, layoffs will commence at the bottom of the dove-tailed active seniority list, and such employees shall remain on the active seniority list for the purpose of recall for a period not exceeding one year.
- 12.12 The Company agrees to supply the Float and Boon Truck Operators with up to two (2) pairs of coveralls per week if requested.
- 12.13 Stewards will be provided with a copy of the Annual Pension Plan meeting minutes.
- 12.14 Wages will be paid, bi-weekly, on Thursdays. In the event of abuse of this provision due to no-attendance at work on Fridays, the company will be free to revert to the present practice of Friday paydays.
- 12.15 When hiring trucks the Company will give preference to companies with contractual relations with the Teamsters Union provided they have suitable equipment and the rates are competitive. All Owner Operators must be cleared by Teamsters.
- 12.16 An employee called into the office for matters pertaining to discipline will be accompanied by the Steward at the employee's request.

ARTICLE 13 – BULLETIN BOARDS

- 13.1 The Company agrees to permit posting of any notice of Union meetings or functions on Bulletin Board conspicuously placed and provided for that purpose. The Union agrees to submit such notices to management for approval before posting.

The Company also agrees to distribute such Union notices to the employees with pay stubs following submission by the Union.

ARTICLE 14 – MEDICAL EXAMINATIONS

- 14.1 Any medical examination requested by the Employer shall be promptly complied with by all employees provided, however, that the Employer pays 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 any employee, have said employees re-examined at the Union's expense.
- 14.2 When a medical examination is required by the Company, the following conditions shall apply:
 - a) 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.

- b) If the medical examination is taken after working hours, the employee shall not be paid for the time involved, but shall in such cases, receive at least three (3) days notice prior to the appointment with the doctor.
- c) In all cases, employees shall be supplied a copy of the medical report.

ARTICLE 15 – WORKING CONDITIONS

- 15.1 Employees shall be entitled to a ten (10) minute break in the forenoon and afternoon at a reasonable time given by authority. The Stewards and business representatives of the Union shall assist in eliminating abuses if the aforementioned should occur.
- 15.2 Company rules and regulations governing the conduct of the employees as outlined in the attached Schedule "A" will be observed by all employees, violations of which will be cause for discipline or discharge. The Company reserves the right to make new rules, amend and/or alter present rules, said changes to be forthwith communicated to the Union and Stewards in order that the Union may have the opportunity to protest if it believes that such rule or regulation is inconsistent with the provisions of this Agreement. Nothing in the foregoing shall preclude the right of the Union to process such protest through the grievance procedure.
- 15.3 Employees shall be entitled to a lunch break of not less than one-half (1/2) hour, to be taken at a reasonable time during his work shift, but not later than the sixth (6th) hour of said shift.
- 15.4 When the Company requires employees to take courses to increase their knowledge, the employees will be paid for time lost if the course is taken during working hours at their basic non-overtime hourly rate.

ARTICLE 16 – SAFETY, SANITATION & SHELTER

- 16.1 On all jobs where more than five (5) employees are continuously employed, shelter (heated when necessary) will be provided for employees to eat their lunch and store their clothing. Sanitary toilets shall be provided in accordance with the municipal health regulations. It is understood that the provisions of this section do not apply to jobs of short duration.
- 16.2 It is further agreed that drinking water will be provided for employees on all jobs and that washing water will be provided where outlets are available to the company. Further, if a trailer is used as lunchroom facilities, tool storage area will be partitioned off where practical.
- 16.3 The Company agrees to supply each employee with appropriate head protection free of charge if needed in his duties.
- 16.4 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties.
- 16.5 Special clothing required under abnormal conditions or during inclement weather will be supplied by the employer at cost to the employee. Full repayment will be made when the employee returns his special clothing to the Company. Worn or damaged gear will be replaced at no cost to the employee.

- 16.6 The employer, the employees and the Union agree to abide by the provisions of the Occupational Health and Safety Act, copies of, which will be made available.
- 16.7 The Company agrees to provide a voucher worth the sum of two hundred and fifty dollars (\$250.00) per year towards the purchase of CSA approved (minimum 8 inch) safety boots by the first pay in May of each year. Employees must have at least one (1) year seniority and worked a minimum of four (4) months during the year. There is no cash value in the voucher if the two hundred and fifty dollars (\$250.00) is not used in its entirety (the voucher may be used for insoles, spray, laces and safety boots). The Company agrees to provide a list of approved vendors from which the employees may purchase such boots.

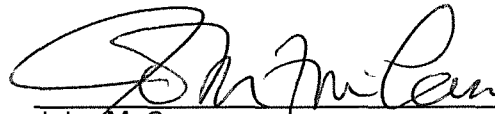
ARTICLE 17 – DURATION

- 17.1 Unless changed by mutual consent, the terms of this agreement shall continue in effect January 1, 2020 until December 31, 2022, and shall continue automatically from year to year thereafter unless either party shall give notice to the other party in writing within ninety (90) calendar days from the termination date of its intent to commence bargaining.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this 17 day of March, 2021.

E & E SEEGMILLER LIMITED
(TRUCK DIVISION)

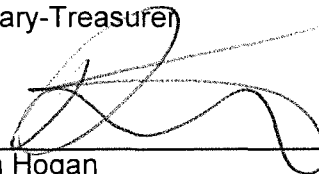
TEAMSTER LOCAL 879
(Affiliated with the
International Brotherhood of Teamsters)



John McCann
President



Danny Mitchell
Secretary-Treasurer



Darren Hogan
Business Representative

Andrea Reavin

SCHEDULE "A"

The following rates of wages shall be in effect from the dates indicated with the under-noted qualifications.

Classifications & Rates of Pay	Current	Jan 1 2020	Jan 1 2021	Jan 1 2022
Dump Truck (Single Axle) Operator	\$26.65	\$27.40	\$28.15	\$28.90
Dump Truck (Tandem Axle) Operator	\$27.65	\$28.40	\$29.15	\$29.90
Tri-Axle Dump	\$27.45	\$28.20	\$28.95	\$29.70
Fuel & Boom Truck (over 3 tons) Operator	\$27.90	\$28.65	\$29.40	\$30.15
Tractor Trailer Operator including semi-dump	\$28.30	\$29.05	\$29.80	\$30.55

ARTICLE 18 – HOURS OF WORK

- 18.1 A shift premium of one dollar (\$1.00) per hour will be paid for hours worked on any shift which is scheduled by the Company to commence after 6 p.m.
- 18.2 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 18.3 At the Company's discretion, a new employee/ trainee may be hired at a reduced rate of pay in accordance with the following schedule.

SCHEDULE

EMPLOYMENT PERIOD (MONTHS)	% OF CLASSIFICATION RATE
Starting Rate	55
After 3 months	65
After 12 months	75
After 18 months	85
After 24 months	100

Should a new employee/trainee be hired at a rate above the minimum allowed in the schedule, the starting rate will be computed as a percentage of the full rate and pay escalation will then proceed in accordance with the established schedule. The wages of the new employee/trainee a established for the Classification hired is as contained in Schedule "A".

- 18.4 The regular hours of work for employees engaged in work covered by the agreement shall consist of not more than fifty (50) hours per week excluding lunch periods and travelling time to and from the jobs. Work performed in excess of fifty (50) hours per week and ten and one half (10 ½) hours per day, will be paid for at the rate of time and one half (1 ½) of the employee's regular hourly rate.

- 18.5 Overtime at the rate of double time, the employees' regular hourly rate will be paid for work performed on Sunday. Work performed on Saturday shall be paid at time and one half (1 ½) the employee's regular hourly rate.
- 18.6 Employees shall notify their supervisor/dispatch at beginning of each shift if they are available to work overtime.
- 18.7 It is agreed that where employees are engaged in emergency work, winter snow removal and sanding, overtime rates shall not apply.
- 18.8 The Company will endeavour to schedule a normal length work shift for snow removal, sanding and emergency work where conditions allow.
- 18.9 The Company agrees to supply the employee with work gloves on an exchange basis, when his worn out gloves are returned.

ARTICLE 19 – PAID HOLIDAYS

- 19.1 The following holidays shall be observed as paid holidays:

New Year's Day	Canada Day
Boxing Day	Good Friday
Easter Monday	Civic Holiday
Victoria Day	Labour Day
Thanksgiving	Christmas Day
Family Day	
- 19.2 Employees who have completed their probationary period and are available for work and work as required on the normal shift preceding or following a paid holiday, shall be paid for such holiday at the rate of ten (10) times their classified hourly rate of pay. An employee who has not worked within fifteen (15) days immediately prior to the holiday will not be entitled to holiday pay, An employee who is recalled to work during the week in which a paid holiday occurs will be paid for the holiday. Employees working on Easter Monday will be paid at their regular rate of pay.
- 19.3 It is mutually agreed that should a paid holiday fall within a work week, either the closest Monday or Friday to the holiday may be deemed to be the holiday provided that the Company and the majority of the employees agree thereto.
- 19.4 Employees told to report for work on a paid holiday shall receive time and one-half (1 ½) times their regular hourly rate for all hours worked in addition to the paid holiday.

ARTICLE 20 – REPORTING ALLOWANCE

- 20.1 An employee who reports for work at the regular starting time unless directed not to report, and for who, no work is available, will receive four (4) hours pay, provided he remains at the job if requested to do so by the supervisor.

ARTICLE 21 – VACATION ALLOWANCE

- 21.1 Each employee covered by this Agreement shall be entitled to vacation payment in the amount of four percent (4%) of wages earned by him in the twelve (12) month period ending June 30th in each year of this contract.
- 21.2 Each employee covered by this Agreement who has completed five (5) years of service with the Company shall be entitled to vacation payment in the amount of six percent

(6%) of wages earned by him in the twelve (12) month period ending June 30th in each year of this contract starting from the completion date of the five (5) year period.

- 21.3 Each employee covered by this Agreement who has completed twelve (12) years of service with the Company shall be entitled to vacation payment in the amount of eight percent (8%) of wages earned by him in the twelve (12) month period ending June 30th in each year of this contract starting from the completion date of the twelve (12) year period.
- 21.4 Each employee covered by this Agreement who has completed twenty-two (22) years of service with the Company shall be entitled to vacation payment in the amount of ten percent (10%) of wages earned by him in the twelve (12) month period ending June 30th in each year of this Collective Agreement starting from the completion date of the twenty-two (22) year period.
- 21.5 Employees service with the Company shall not be broken during layoff, accident, sickness or leave of absence granted by the Company. However, any employee who quits the Company or is discharged for just cause, and not reinstated through the grievance procedure, shall lose his seniority with the Company, and if re-hired, would become a probationary employee.
- 21.6 If an employee's employment is terminated for any reason whatsoever, he will be paid his accumulated vacation credits calculated from the previous July 1st. The foregoing will not apply to laid-off employees.
- 21.7 Vacation pay shall be calculated the employees' last vacation payment in each year of entitlement and shall be paid not later than the third (3rd) week of July and November in each year on a separate cheque or direct deposit.
- The employee may request to receive vacation pay at any time during the year if such request is made at least one (1) week prior to the pay date.
- 21.8 Employees will not be entitled to more than four (4) weeks vacation in any year.
- 21.9 Employees having seniority shall have preference in the scheduling of their vacation periods. Employee will be requested to indicate their preference for the year on a list, which shall be posted on April 15th of each year. On May 15th, the Company will remove such list and prepare the final vacation schedule and post same not later than June 1st, onto the bulletin board.
- 21.10 Once the yearly schedule has been posted, employees shall be bound accordingly. The Company will continue the past practice of allowing extended summer vacations on a cooperative basis with a reasonable explanation to the Company, which will be posted with the regular holiday schedule. Employees will be allowed one (1) week vacation according to their seniority, during the period June 1st to November 30th of each year with the remainder during the off-season between December 1st and April 15th.
- 21.11 One week of vacation will normally be scheduled and counted for everyone during the Christmas and New Year period, unless work is scheduled for them.

ARTICLE 22 – HEALTH BENEFITS

The Company agrees to pay the premium cost of the following benefits:

22.1 **Group Life and Accidental Death & Dismemberment:**

Term of the Collective Agreement - \$42,000

- 22.2 Weekly Indemnity (First day accident or hospital confinement; Sixth (6) day sickness) for a period of twenty-six (26) weeks to the EI maximum (rebates to accrue to the Company),
- 22.3 The major medical standard package shall include:
- a) **Prescribed Drugs:**
90-10% Employer, Employee Co-Insurance on drugs legally requiring a prescription as defined per SHNS Plan 88.
 - b) **Vision Care:**
Frames – Maximum allowance \$125.00
Lenses – 100% to maximum of \$500.00
Contact Lenses to maximum of \$250.00
Eligible allowance once every two (2) years.
- 22.4 **Long Term Disability Benefit** will be \$1,800.00 per month, payable after a waiting period of 41 weeks, in cases of total disability from sickness or accident.
- 22.5 The ODA schedule of fees will be one year behind the current dental fee guide. Dental Check-ups will be covered once every nine (9) months. Orthodontic coverage for dependent children, 50% coverage, with a lifetime maximum of three thousand five hundred dollars (\$3,500.00).
- 22.6 The aforementioned provisions are subject to the terms of the plans in each case including eligibility requirements as established under the plans.
- 22.7 A probationary or laid-off employee shall become eligible on the first of the month following completion of his probationary period. The Company will pay its share of monthly benefits where an employee works five (5) or more days in any month.
- 22.8 In the event of sickness or accident, the Company will maintain the above premiums up to six (6) months only.
- 22.9 Changes in the level of an employee's health benefits will become effective on the first (1st) of the month following ratification of the labour agreement for all employees actively at work on that date. For employees who are not actively at work on that date, the changes will become effective on the date he returns to active employment.
- 22.10 An employee absent due to seasonal layoff, will have the right to maintain all benefits, except weekly indemnity and LTD Benefits in force for six (6) months, by paying his own premiums, providing the employer is notified within fifteen (15) days of layoff date as to employee's intent of continued coverage, Failure to comply will result in cancellation of coverage.
- 22.11 In the event of a temporary lay off, the Company will pay group life, AD &D health and dental premiums, for up to three (3) months for employees with over ten (10) years of seniority and with eight (8) months or more of continuous service immediately preceding the temporary lay off. For periods in excess of three (3) months, employees may continue their coverage by paying the required premiums in accordance with 5.11 above.
- 22.12 Life, health and dental coverage available for purchase by employees for early retirees between ages 60 to 65.

ARTICLE 23 – TRAVELLING AND LIVING ALLOWANCE

- 23.1 Employees working on jobs located outside the Regional Municipality of Waterloo, will be allowed six dollars (\$6.00) a day for travelling allowance, provided that this allowance will not be paid where a resident camp or transportation is provided by the Company.

ARTICLE 24 – LIVING ALLOWANCE

- 24.1 The Company agrees to continue its present Company policy concerning meal allowance and living arrangements in camp provided by the Company on out of town jobs.

ARTICLE 25 – TRAINING PERIOD AND RATES

- 25.1 New employees wanting to qualify for higher classifications and any employee transferred from another Union may be placed in training for a period not to exceed sixty (60) working days for float driver position and up to thirty (30) for any other classification. An extended term may be granted after sixty (60) days, but only by mutual agreement of the Union and the Company after first holding a meeting with the employee affected to determine if the training period will be extended. Before an employee is placed in training, he is required to sign a form acknowledging the terms and conditions to be applied while training. A copy of acknowledgement to be forwarded to the Union.
- 25.2 If an employee fails to qualify during training, and is returned to the classification he held before entering training, his rate will be adjusted to the proper rate for his classification.
- 25.3 During the training period, the rates will be less than the agreement rate for the classification which the employee is qualifying for.

ARTICLE 26 – BEREAVEMENT PAY

- 26.1 The Company will grant upon request up to three (3) working days leave of absence with pay in the event of the death of an employees' father, mother, brother, sister including in-laws, spouse, child, or grandparents. Such leaves of absence are not automatic and shall only be granted when the circumstances are required for the purpose of attending the funeral and/or making funeral arrangements.
- 26.2 The pay for each working day's leave of absence allowed under the above will be nine (9) hours at the employees' regular hourly rate.

ARTICLE 27 – JURY DUTY

- 27.1 Any employee who is required to serve on jury duty or subpoenaed as a crown witness shall be paid the difference between the amount paid for such service and nine (9) hours pay, computed at his normal hourly rate for regular hours lost from work, subject to the following provisions:
- 27.2 Employees must notify the Company immediately upon receipt of notice of selection for jury duty or upon receipt of a subpoena as a crown witness,
- 27.3 Any employee called for jury duty or subpoenaed as a crown witness and who is temporarily excused from attendance at Court, must report for work if a reasonable period of time remains to be worked on his shift;
- 27.4 The employee must furnish a written statement from the proper public official, showing the date and time served and the amount of pay received.

ARTICLE 28 – PENSION

- 28.1 All hourly rated employees who have completed the one (1) year eligibility period will become a member of the Employer's Pension Plan.

ARTICLE 29 – LEAVE OF ABSENCE

- 29.1 Leave of absence granted to an employee shall be in writing setting out the commencement and termination dates of such leave, a copy shall be forwarded to the Union.
- 29.2 An employee may, at the discretion of the employer, be granted leave of absence without pay for legitimate person reasons. Leave of absence granted to an employee shall be limited to twelve (12) months duration. If such leave is used for the purpose of taking up work elsewhere and the employee does, in fact, take up work elsewhere and he returns to the employer before the termination date set out in such leave of absence, he shall work in the junior position on the Seniority list until the termination date of the leave of absence granted, at which time he shall be re-instated to his rightful place on the Seniority list.
- 29.3
- a) Any employee whose normal duties include driving an Employer vehicle and whose driving license is suspended by government action for up to eighteen (18) months, shall be given leave of absence without loss of seniority and without pay until his driving privileges have been restored. Suspension of a driving license for a period in excess of eighteen (18) months may at the discretion of the employer, result in the discharge of the employee concerned.
 - b) Any employee's normal duties include driving a Company vehicle and whose drivers license is suspended for medical reasons for up to twenty-four (24 months), shall be given leave of absence without loss of seniority and without pay until his driving privileges have been restored.
- 29.4 Employees shall be granted leave of absence without pay upon written request by the Union to attend Union functions, such as conventions or to work in the capacity of Business Representative of the Union.