

COLLECTIVE AGREEMENT

between

TANK TRUCK TRANSPORT INC.

and

UNITED STEELWORKERS

(UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION)

on behalf of Local Union 2020

APRIL 1, 2016 to MARCH 31, 2019

Contents

ARTICLE 1 - PURPOSE.....3
ARTICLE 2- RECOGNITION I RELATIONSHIP3
ARTICLE 3 - UNION ACTIVITY.....4
ARTICLE 4 - UNION SECURITY4
 4.01 Union Dues4
 4.06 USW Humanity Fund5
ARTICLE 5 - UNION REPRESENTATION.....5
ARTICLE 6 - MANAGERMENTS RIGHTS.....6
ARTICLE 7 - STRIKES AND LOCKOUTS7
ARTICLE 8 - DISCIPLINE AND DISCHARGE8
ARTICLE 9 - GRIEVANCE PROCEDURE8
 Step One.....9
 Step Two9
 9.07 Grievance Mediation:.....10
ARTICLE 10 - ARBITRATION10
ARTICLE 11 - HEALTH AND SAFETY.....11
 The Right to Know.....12
 The Right to Participate12
ARTICLE 12 - SENIORITY12
 Notice of Lay-off13
 Job Vacancies.....13
ARTICLE 13 - HOURS OF WORK AND OVERTIME15
ARTICLE 14 - WAGES17
ARTICLE 15 - CALL OUT.....17
ARTICLE 16 - CONTRACTING OUT18
ARTICLE 17 - NEW OR CHANGES IN CLASSIFICATIONS.....18
ARTICLE 18 - EMPLOYEE BENEFITS19
ARTICLE 19 - ANNUAL VACATIONS20
ARTICLE 20 - GENERAL HOLIDAYS (FLOATING DAY).....21
ARTICLE 21 - MATERNITY AND PARENTAL LEAVE.....21
ARTICLE 22 - LEAVE OF ABSENCE.....21
ARTICLE 23 - SEVERANCE.....23
ARTICLE 24 - BEREAVEMENT.....23

ARTICLE 25 - GENDER	24
ARTICLE 26 - COPIES OF AGREEMENT	24
ARTICLE 27 - GENERAL.....	25
ARTICLE 28 - DURATION	26
Schedule "A" Classifications and Wage Rates	27
Schedule "B" Seniority List.....	29
Letter Of Intent # 1	30
Letter Of Intent # 2	31
Letter of Understanding #1	32
Letter of Understanding #2	43

ARTICLE 1 - PURPOSE

- 1.01 The main purpose of this Agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling grievances which might arise hereunder.
- 1.02 The Company and the Union agree to observe the provisions of the *Canadian Human Rights Act and the Canadian Bill of Rights*.

ARTICLE 2 - RECOGNITION / RELATIONSHIP

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Tank Truck Transport Inc. in the Greater City of Sudbury excluding forepersons, persons above the rank of foreperson, owner-operators, office and sales staff, security guards, office janitors, and students.
- 2.02 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non membership in the Union or because of his activity or lack of activity in the Union.
- 2.03 The Employer and the Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise, of employees because of the prohibited grounds as found in the *Canadian Human Rights Act*.
- 2.04 The Employer agrees that on the first working day it will advise the Union Representative of each new employee, his name and the date he started work for the Company. Furthermore, the Employer agrees that it will advise the new employee of the Union and the name and contact information of the Union Representative.

ARTICLE 3 - UNION ACTIVITY

- 3.01 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees' working hours except by agreement with the Company

ARTICLE 4 - UNION SECURITY

4.01 Union Dues

The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on monthly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

- 4.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer, United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K7 in such form as shall be directed by the Union to the Company, along with a completed *Dues Remittance Form R-115*. A copy of the *Dues Remittance Form R-115* will also be sent to the Union office designated by the area coordinator (Facsimile No. 705-675-1039).
- 4.03 The remittance and the *R-115 form* shall be accompanied by a statement containing the following information:
1. A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
 2. A list of names of all employees from whom no deductions have been made and reasons.
 3. This information shall be sent to both Union addresses identified in Article 4.01 in such form as shall be directed by the Union to the Company.
- 4.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

- 4.05 The Company, when preparing T-4 Slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

4.06 USW Humanity Fund

The Company agrees to deduct, on a weekly basis, the amount of two cents (\$0.02) per hour (not less) from the wages of all employees in the bargaining unit for all hours worked and prior to the fifteenth (15th) day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers, National Office, 8-234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and to advise, in writing, both the Humanity Fund and 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. Contributions are mandatory.

It is understood and agreed upon that this remittance will be made to the union semi-annually-January 2 and July 2 each year.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Employer agrees to recognize **two (2) Union stewards and in, particular, the one (1) Union steward for drivers and the one (1) Union steward for mechanics** for the purpose of representing employees in the handling of complaints and grievances. The local Union President or Union chairperson is recognized as a steward for the same purpose. **The Union will advise the Employer on selection/appointment as to who are the Union stewards.**
- 5.02 The Employer shall be notified in writing by the Union of the names of the Union Stewards and the Employer shall not be required to recognize any Union Steward until it has been so notified the bargaining agent can notify the employer at Facsimile No. **905-862-2993.**
- 5.03 The Employer agrees to recognize and deal with a Union Grievance Committee consisting of one (1) Union steward, the local union president or Union chairperson and the griever.

- 5.04 When the legitimate business of a Union steward requires him to attend to such matters, he shall first receive permission from his supervisor (such permission shall not be unreasonably withheld).
- 5.05 The Employer agrees to provide a bulletin board, installed at the present location, for the purpose of posting seniority lists and notices of Union business. All such notices must be signed by a recognized representative of the Union, copies of which will be provided to the Employer for approval prior to posting.
- 5.06 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold unauthorized meetings at any time at the workplace of the Employer.
- 5.07 Stewards shall be employees of the Employer in the bargaining unit and shall have successfully completed probation.
- 5.08 A Union Bargaining Committee will be elected or appointed consisting of not more than **two (2) members of the Union representing drivers and mechanics**, respectively and who have successfully completed the probationary period. The Union will advise the Employer of the bargaining Committee members.
- 5.09 The Employer agrees that stewards and Grievance Committee persons shall not suffer loss of pay for time spent in the handling of grievances. The Union agrees the time spent on handling grievances will not be unreasonable.

ARTICLE 6 - MANAGERMENTS RIGHTS

- 6.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees provided that a claim by an employee that has been discharged or disciplined may be the subject of a grievance and dealt with as hereinafter provided;

- b) Select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees or select employees for positions excluded from the bargaining unit;
- c) Establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and required medical examinations;
- d) Determine the location of operations, and the expansion or curtailment of operations, the direction of the working forces, schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods of processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime;
- e) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and the management and monitoring of employees and the workplace.

The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement and that the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

Failure by the Employer to exercise any of its management rights shall not be considered as a waiver of abandonment of any such rights nor shall it preclude the Employer from exercising its rights in some other way.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 The Union agrees that, during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that it will not illegally lock out its employees.
- 7.02 The words "strike" and "lockout" shall also have the meaning given to those words in the *Canada Labour Code*, as amended from time to time.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- 8.01 A claim by an employee that he has been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance lodged at Step Two of the grievance procedure within five (5) working days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be.
- 8.02 Any discipline issued to an employee(s) will be issued in the presence of a Union Representative or his designate if the Union Representative or the designate is available.
- 8.03 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in writing, with a copy to the Union, and all other notices shall be withdrawn from the employee's file after a period of twelve (12) calendar months from date of issue.
- 8.04 Any discipline will be issued within five (5) working days of the discovery of the alleged incident or violation.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 The purpose of this Article is to establish a procedure for the settlement of grievances. For purposes of this Agreement, a grievance is defined as a complaint in respect of the application, interpretation, administration or violation of a provision of the Collective Agreement. A grievance may be filed by an employee, a group of employees (arising from the same alleged violation of the Collective Agreement), the Union, or the Employer. For the purpose of this Article, "days" shall mean days, not including Saturday, Sunday, or Holidays.
- 9.02 It is generally understood that an employee has no complaint or grievance until he, whether directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.
- 9.03 If after registering the complaint with the Employer Representative or his designate and such complaint is not settled within five (5) regular working days or within any longer period which may have been agreed upon by the parties, then the following steps of the grievance procedure may be invoked.

Step One

The grievance shall be submitted in writing to the Employer Representative or his designate directly or through the Union.

The Employer Representative or his designate shall meet with the employee's Union Grievance steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance.

The grievor may be present at this meeting if requested by either party.

The Employer Representative or his designate shall, within a further five (5) working days, answer to the grievance and return it to the Union.

Step Two

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the Employer Representative or his designate, who shall, within five (5) working days, hold a meeting between the Union grievance steward, plus the Union chairperson and the appropriate representatives of management, in a final attempt to resolve the grievance. The International representative of the Union and the grievor may be present at this meeting if requested by either party.

9.04 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred, in writing, by either party to arbitration, as provided in *Article 10 – Arbitration* at any time within thirty (30) calendar days after the decision is received under Step Two.

9.05 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement, or which covers identical grievances of a number of employees shall be originated at Step Two within five (5) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this paragraph will not be used with respect to a grievance directly affecting an individual employee which such employee could have instituted and the regular grievance procedure shall not be thereby bypassed. A direct difference grievance by the Company shall be presented to the local union president or Union chairperson.

9.06 The parties have agreed to use the services of the Federal Mediation & Conciliation

Services wherein they will, upon mutual agreement, request the Minister the appointment of a mediator under section 105 of the Code to assist the parties with grievance mediation.

9.07 Grievance Mediation:

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

ARTICLE 10 - ARBITRATION

10.01 Appointment of an Arbitrator:

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

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

If the Employer and the Union cannot agree on a person to be appointed as the sole arbitrator, then the party who filed the grievance may, within five (5) days, apply to the Minister of Labour who shall appoint a sole arbitrator to decide the grievance.

- 10.02 When either party to this Agreement request that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to this Agreement.(

As referenced in Article 9 above)

- 10.03 The parties will attempt to agree upon an arbitrator to hear the grievance which has been sent to arbitration. Failing such agreement either party may request the Minister of Labour to appoint an arbitrator.
- 10.04 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator.
- 10.05 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expenses with respect to any arbitration proceedings. The parties hereto will jointly bear the expenses of the arbitrator on an equal basis.
- 10.06 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.
- 10.07 The arbitrator shall not be authorized, nor shall the arbitrator assume authority to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 10.08 The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 11 - HEALTH AND SAFETY

- 11.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness. Accordingly, both the Employer and the Union agree to abide by all of the provisions of the *Canada Labour Code*, Part II, as may be amended from time to time.
- 11.02 There shall be established a Joint Health and Safety Committee composed of **two (2) employees** elected by the employees **or appointed by the Union** and **two (2) representatives** designated by the Employer. The Committee shall meet at least once every month and shall conduct inspections and do reports at that time.
- 11.03 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union cooperate to the fullest extent possible in the prevention of accidents and in

the reasonable promotion of safety and health of all employees. In accordance with the provisions of the *Canada Labour Code*, the Employer agrees to provide employees with the information, instruction, training and supervision necessary to ensure their health and safety at work.

11.04 The Right to Know

Employees have the right to be informed of known or foreseeable hazards in the workplace and to be provided with the information, instruction, training and supervision necessary to protect their health and safety.

11.05 The Right to Participate

Health and safety representatives or Committee members and employees have the right and the responsibility to participate in identifying and correcting job-related health and safety concerns.

A worker has the right to refuse to do a job if that worker has reasonable cause to believe that:

1. There is a condition at work that is a danger to himself or herself; or
2. The use or operation of a machine or thing at work presents a danger to any person; or
3. The performance of an activity constitutes a danger to the employee or to another employee.

11.06 All vehicles and trailers operated at the direction of the Company must comply with regulations prescribed by law.

11.07 The Bargaining Unit Representative shall not have a loss in pay (he will be compensated for all hours while performing his duties on this committee), benefits, and he will maintain seniority.

ARTICLE 12 - SENIORITY

12.01 Newly-hired employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority back dated ninety (90) calendar days. During the probationary period an employee shall be considered as being employed on a

trial basis.

12.02 Seniority shall be maintained and accumulate during:

- Absence due to lay-off to a maximum of 24 months;
- Sickness or accident;
- Authorized leave of absence;

12.03 The parties recognize that job opportunity and security shall increase in proportion to length of service.

It is, therefore, agreed that in all cases of vacancy, shift, route assignment, promotion, demotion, transfer, termination, lay-off, and recall after lay-off, seniority employees shall be entitled to preference.

In recognition, however, of the responsibility of management for the operation of the facility, it is understood and agreed that management shall have the right to pass over any employee if it is established that the employee does not have the skill and ability to perform the work. The Company will undertake to exercise its management rights and discretion in a fair and reasonable manner.

12.04 For the purpose of this Article, a lay-off means a lay-off for more than three (3) days.

Notice of Lay-off

12.05 The parties agree that in all cases of lay-off and recall from lay-off, senior employees shall be entitled to preference providing they have the skill, ability, experience and qualifications to perform the normal requirements of the job or be trained within three (3) working days. The Company will undertake to exercise its management rights and discretion in a fair and reasonable manner.

Job Vacancies

12.06 Employees shall be selected for positions posted on the basis of their skill, ability, experience, and qualifications or be trained to do the position within three (3) working days.

Where these factors are relatively equal amongst the employees considered, seniority shall govern providing that the successful applicant, if any, is qualified to perform the

available work. An employee who is bypassed in favour of an employee with less seniority to fill the vacant job shall be notified in writing as to the reason(s) he was not accepted. The name of the successful applicant shall be posted on the bulletin board. The Company will undertake to exercise its management rights and discretion in a fair and reasonable manner.

12.07 The Company will supply the chairperson of the Union, or in his absence one (1) Member of the Union stewards, with the names of persons who have been:

1. Recalled to work.
2. New hires.
3. Failed to give notice of their intention to return to work when notified.
4. Quits.
5. Absent through sickness or accident for one (1) full week.
6. Change of address.

This will only occur if any of the above changes take place, and notification to the Union will be within one (1) week.

12.08 Seniority lists will be supplied to the Union and posted on the bulletin board on January 2nd and June 30th of each year of this Agreement or as requested by the Union.

12.09 Seniority, once established, for an employee shall be forfeited and the employee's employment shall be deemed to be terminated if any one of the following occurs:

- If he quits;
- If he retires;
- If he is discharged for just cause and not reinstated through the Grievance Procedure;

If an employee is laid off and fails to return to work within ten (10) days after he/she has been notified so to do by the Company by registered mail to his/her last known address. A copy of such notice shall be sent to the Union.

An employee to whom a registered letter is sent in accordance with this Article must

contact the Employer within two (2) days of receipt of the notice of return to work if he wishes the Employer to hold the job open for him for the full ten (10) day period. It shall be the employee's responsibility to keep the Employer notified as to any change of his address or telephone number so that they will be up to date at all times.

If twenty four (24) months or a period of time equivalent to the employee's seniority, prior to lay-off, whichever is less, have elapsed from the day of lay-off;

If he is absent from work for more than three (3) consecutively scheduled days without notifying the Terminal Manager of the absence providing and acceptable reason for the absence. The Employer will have the latitude to accept the reason for the extenuating circumstances for the failure to meet the three (3) day requirement;

If he is absent from work for more than three (3) consecutively scheduled days without a reasonable excuse, or a doctor's note, for the period of absence;

- 12.10 Any employees' return to work after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is capable of performing meaningful work for the employer. Before an employee returns to work from an extended absence, the employee must give the Employer notice of twenty-four (24) hours of his return.

In accordance with an employee who is attempting a return to work, the Employer and the Bargaining Agent agree and acknowledge, they have a duty and responsibility to accommodate the employee(s) who is/are returning to work from illness or injury in accordance with the *Canadian Human Rights Act*.

ARTICLE 13- HOURS OF WORK AND OVERTIME

- 13.01 The Employer shall post a weekly shift schedule each **Thursday by noon for both the Drivers and Mechanical shop** for the following week subject to change due to customer demands.

It is understood that the posting of this schedule is not a guarantee of hours of work.

Employees will continue to work the current shift schedule, which will consist of the same rotation and shifts and employees will work on their regular job posting according to the shift schedule.

13.02 All hours spent on training, safety meetings, and drugs tests will be considered as time worked and, therefore, paid at a minimum of four (4) hours. Time spent in excess of four (4) hours will be paid accordingly.

13.03 In the event an employee arrives for a shift and finds it canceled the employee will be compensated for four (4) at his applicable rate of pay. However, the employee may be required to remain on duty to perform other work assignments.

The employer will use its best efforts where possible, to provide twelve (12) hours advance notice of shift cancellation.

13.04 (a) All hours worked in excess of ten (10) per day or sixty (60) per work week, shall be paid at the rate of time and one half (1 ½) the employees' regular basic hourly rate. **Drivers** on a mileage rate shall receive their regular rate of mileage plus one half (1/2) the basic hourly rate for all hours worked in excess of ten (10) per day or sixty (60) per week. Overtime shall not be pyramided.

(b) **With respect to Shop Personnel, all authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and a half (1 ½). There shall be no pyramiding of overtime rates. Once time worked is used for an overtime calculation it shall not be used on any other basis for calculating overtime.**

13.05 Shift Premium

The Employer will continue its practice of compensating mechanics with afternoon premium shifts and weekends of \$0.75 per hour over and above their regular hourly rate which payment shall be restricted to such regular posted shifts only and such premium shift payment shall not be included in any overtime pay beyond the regular posted hours.

13.06 Lead Hand

The Employer will continue its practice of compensating its lead hand with a premium of \$1.25 per hour over and above the mechanic's regular hourly rate which payment shall be restricted to such regular posted shift. Notwithstanding the foregoing a lead hand, as designated, shall also be compensated for any applicable shift premium and

overtime at such rate. In selection of a lead hand the Employer will consider the skill, ability, experience and qualifications of the Employee in accordance with the applicable relatively equal clause set out in Article 12.06 of this Agreement.

ARTICLE 14 -WAGES

14.01 Attached hereto and forming part of this Agreement is Schedule A, being the classifications and wage rates for the bargaining unit.

ARTICLE 15 - CALL OUT

15.01 A mechanic who has completed his regular shift and leaves the Employer's premises and is then recalled to work shall be paid 1 ½ their regular straight time hourly rate for all hours actually worked on recall commencing from the time the mechanic arrives at work and punches in and continues to work up to the starting time of the mechanic's next scheduled shift but, in any event, the mechanic shall be paid for not less than four (4) hours at 1 ½ his straight time hourly rate.

15.02

(a) STANDBY COMPENSATION

An Employee assigned to Regular Standby Duty on a daily basis shall receive forty five (\$45.00) dollars per day for any period up to and including twenty-four (24) hours for each and every day of standby to be increased annually during the term of this agreement and effective in accordance with this agreement. Notwithstanding the foregoing, such payment shall be inclusive of attending to any actual service call. All Employees on standby will be provided with a cell phone.

Example: You get \$45 dollars a day if you do not get a call. Once you get a call you will get a minimum of 4 hours pay at the applicable overtime rate of time and one half (1 ½) but you do not get the \$45 dollars for that day.

(b) ROTATION OF STANDBY PERIOD

All applicable employees when considered by the Company to be sufficiently experienced and skilled shall take their turn on standby duties in rotation, except where vacation, leave of absence, sickness, injury or any emergency prevents such

an employee from working. Under such circumstances, the next employee in line of rotation shall take over the standby period in question. All employees on standby will be paid for all hours actually worked, required to resolve issues, at the applicable overtime rate of time and a half (1 ½) in accordance with this Collective Agreement.

ARTICLE 16 - CONTRACTING OUT

- 16.01 It is not intended that a foreman or supervisor will perform work regularly performed by employees in the bargaining unit except in emergencies for instructional purposes, or when regular or qualified employees are not immediately available, provided; however, that such foreman or supervisor shall not displace a regular employee.
- 16.02 Whenever the need arises to use a contractor to perform work regularly performed by a bargaining-unit employee, the Company will advise the Union of the number of contractors required, the nature of the work, and the duration of the work to be performed.
- 16.03 The Employer agrees that no bargaining-unit employee will be laid off as a result of a decision by the Employer to contract out work normally performed by the employee. The Employer further agrees that any qualified employee on lay-off will be offered a recall before any work regularly performed by bargaining-unit employees is contracted out. In these circumstances, it is understood that an employee may decline a recall for periods of two (2) weeks or less without loss of seniority and shall be entitled to be recalled for the next opportunity under the same terms. In the event not enough employees accept a recall, the Company shall be free to utilize contractors for the affected period(s).

ARTICLE 17 - NEW OR CHANGES IN CLASSIFICATIONS

When a new classification covered by the terms of this Agreement is established by the Employer, the Employer shall determine the rate of pay of such new classification and notify the Union of the rate of pay. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to

agree, the dispute concerning the new rate may be submitted by either party to Grievance Mediation under Article 9.07 if mutually agreed or to arbitration as provided in the Agreement AT STEP TWO within fifteen days of such meeting.

ARTICLE 18 - EMPLOYEE BENEFITS

18.01 The Employer will continue to contract with an insurance carrier and maintain its past practice, policies and benefit levels related to benefits to provide its Employees with insured services as set out below:

Employee Life Insurance - \$25,000 reducing by 50% at age 65;

Dependent Life Insurance

Spouse- \$10,000

Child - \$5,000

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum) - An amount equal to your Life Insurance

Employee Critical Illness Insurance - \$10,000;

Short Term Disability- An amount equal to 66.7% of your weekly earnings to a maximum benefit equal to the maximum equal payment under the *Employment Insurance Act* - see Booklet

Long Term Disability- see Booklet

Health Care - see Booklet

Out of Country Emergency and Non-Emergency Care-see Booklet

Dental Care - see Booklet

Vision Care - see Booklet

Such insured services shall at all times remain at least equivalent to the present Great West Life coverage strictly limited to the above.

18.02 The Employer shall pay 100% of single and family premiums as the case may be including STD and LTD for its employee members who are eligible for and entitled to receive insured services referred to above under this Article.

18.03 In the event of layoff, benefits for the affected employee shall continue until the end of the month following the month of lay-off.

- 18.04 The Employer will provide each employee with the booklet which outlines the insurance plan as provided by the insurance carrier.

ARTICLE 19- ANNUAL VACATIONS

- 19.01 An employee who has less than one (1) year of continuous service as of December 31 of the vacation year shall be entitled to one (1) week of vacation with pay. Vacation pay shall be two per cent (2%) of the employee's gross earnings.
- 19.02 An employee who has one (1) year of continuous service as of December 31 of the current year shall be entitled to two (2) weeks of vacation with pay. Vacation pay shall be at four per cent (4%) of the employee's previous years gross earnings.
- 19.03 An employee who has five (5) years of continuous service as of December 31 of the current year shall be entitled to three (3) weeks of vacation with pay. Vacation pay shall be at six per cent (6%) of the employee's previous years gross earnings.
- 19.04 Vacation will be paid as listed above at the time the vacation is taken.

"Gross earnings" shall mean total taxable earnings for the fifty-two (52) week period from January 1 to December 31. **Vacation will be paid as listed above at the time vacation is taken. Notwithstanding the aforementioned, the parties agree in time of slowdown to allow employees to request up to 50% of earned vacation pay accrued. This request may be granted up to twice per year at the discretion of the Employer which discretion will be reasonably exercised.**

- 19.05 The Company shall endeavour to accommodate the wishes of employees with respect to vacation scheduling requests. Scheduling shall be done on a plant basis. Employees shall not be permitted to take more than two (2) consecutive weeks' vacation. In case of conflicting vacation requests, seniority in the plant shall govern.
- 19.06 Vacation pay means four per cent or, after six consecutive years of employment by one employer, six per cent of the wages of an employee during the year of employment in respect of which the employee is entitled to the vacation;

ARTICLE 20 - GENERAL HOLIDAYS (FLOATING DAY)

20.01 The Company shall observe and pay full wages to all employees on the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	One (1) Floating Holiday
Labour Day	

20.02 Employees who are required to work on a general holiday shall be paid, in addition to their regular rate of wages for that day, at a rate equal to one and one half (1 ½) times the regular rate of wages for the time worked on that day. The employee may be paid as above or be given another day off with pay at some other time in addition to pay at their normal rate for the hours worked on the holiday.

20.03 Employees shall not be entitled to holiday pay if they do not report for work on a general holiday when requested to do so, or if they make themselves unavailable for work.

20.04 Employees will be provided one (1) floating holiday to be taken at a time agreed to between the Employee and management of the Company. **Such floating day shall be equivalent to the number hours in their regular work day. For clarity, drivers will be entitled to payment based on a regular ten (10) hour day and mechanics will be entitled to payment based on an eight (8) hour day.**

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.01 The Employer and the Union agree that pregnancy and parental leaves shall be granted to employees under the terms and in accordance with the provisions of the *Canada Labour Code*.

Please see Letter of Understanding #1 in the Agreement.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Leave of Absence

a) Seniority will continue during any leave of absence under this Agreement and

benefits will be covered by the Company.

- b) Employees shall be entitled to emergency leave as provided for by the *Ontario Employment Standards Act, 2000, S.O. 2000, c.41, Sec 50.1*
- c) The Company will grant personal leaves of absence for specified periods when requested in writing not less than fourteen (14) days in advance. The leave will be granted so long as the leave is for good reason and does not unduly interfere with operations. The Employer reserves the right to deny such leave but will undertake to exercise its management rights and discretion in a fair and reasonable manner.

22.02 Leave of Absence

- a) **A leave of absence may be extended for an additional period at the request of the employee if there is good reason and the Company agrees. The employee must request the extension in writing prior to the expiration of the current leave.**
- b) The president or plant chairperson of the Union will be notified of all leaves granted under this section.

- 22.03 (a) Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted a leave of absence by the Company. The Union will notify the Company, in writing, as early as possible prior to the start of the leave of the names of the members requiring leave. Seniority will accumulate during such period.
- (b) Legitimate Union business of two (2) shifts or less shall be considered a valid reason for leave of absence. The Union agrees to give the Company as much prior notice as possible for such leave. This leave will be limited to a total of one (1) employee at any one time.
 - (c) In both (a) and (b) above, the leave will be without pay, and in both cases the Company may deny the leave, but will undertake to exercise its management right in a fair and reasonable manner.

22.04 The Company agrees to grant an employee leave of absence without pay for up to two (2) years to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union, and does not interfere unduly with operations.

The Company will undertake to exercise its management rights and discretion in a fair and reasonable manner.

ARTICLE 23 - SEVERANCE

23.01 An employer who terminates the employment of an employee who has completed twelve consecutive months of continuous employment by the employer shall, except where the termination is by way of dismissal for just cause, pay to the employee the greater of:

- (a) two days wages at the employee's regular rate of wages for his regular hours of work in respect of each completed year of employment that is within the term of the employee's continuous employment by the employer, or
- (b) five days wages at the employee's regular rate of wages for his regular hours of work whichever is greater.

ARTICLE 24 - BEREAVEMENT

24.01 Every employee is entitled to and shall be granted, in the event of the death of a member of his immediate family, bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of the death. **An Employee may elect to defer one (1) day of his/her Bereavement Leave to be used for the attendance at the funeral or actual interment.**

24.02 Every employee who has completed three (3) consecutive months of continuous employment by an employer is entitled to such leave with pay at his regular rate of wages for his normal hours of work, and such pay shall for all purposes be deemed to be wages.

24.03 Immediate Family

1. For the purpose of **this Agreement, the parties agree that "immediate family"** means, in respect of an employee;
 - (a) the employee's spouse or common-law partner;
 - (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
 - (c) the employee's children and the children of the employee's spouse or common-law partner;
 - (d) the employee's grandchildren;
 - (e) the employee's brothers and sisters;

- (f) the grandfather and grandmother of the employee;
 - (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
 - (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
2. In this section, "common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one (1) year immediately before the individual's death

ARTICLE 25 - GENDER

- 25.01 Wherever the male gender is used throughout the articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.
- 25.02 Wherever the singular is used throughout the articles within this Agreement it is agreed that the plural is an acceptable substitute whenever and wherever the plural is acceptable.

ARTICLE 26 - COPIES OF AGREEMENT

- 26.01 The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason the parties shall share equally the cost of printing and distributing sufficient copies of the Agreement to all parties once the Agreement is vetted and approved by both sides **within forty-five (45) days**.
- 26.02 The Employer shall provide the Union with two (2) electronic versions of this Agreement in English **within forty-five (45) days** of the ratification of this Agreement, in both Word and PDF formats **to be printed by the Union**. The PDF file will include a completed signature page.
- 26.03 Each new employee will get a copy of the Agreement on the first day of employment.

ARTICLE 27 - GENERAL

- 27.01 **Safety Bonus** - The Employer agrees to continue its present practice with regards to the safety bonus paid to employees. Presently this bonus is fifty dollars (\$50.00) a month.
- 27.02 **Safety Footwear** - The Employer agrees to provide each employee with a new pair of safety footwear on an annual basis. The Employee will be directed to purchase the safety footwear at a designated outlet at the cost to the Employer where the Employer holds an account.
- 27.03 **Personal Protective Equipment** - The Employer agrees that it will continue its practice as it applies to the supplying of personal protective equipment (PPE)
- 27.04 **Work performed on Sunday** - All time worked in the twenty-four (24) hour period from Saturday 9 pm to Sunday 9 pm will be paid at time and one half (1 ½)of the employees' wages with the exception of workers on shift work that are scheduled to work in this time period.
- 27.05 **Paid Lunch** - The Employer agrees to cease deducting the half hour time for work performed over the ten (10) hours per day and it will compensate the employees for the actual hours worked.
- 27.06 **Trainer** - It is agreed that while the employee whose responsibility is "training" that employee will be compensated with a premium of **one dollar and twenty five cents (\$1.25)** per hour for all hours worked while he is actively training. Additionally, the employee conducting the training will be the senior qualified employee who is awarded this responsibility.
- 27.08 **Severability of Terms**

In the event that any of the terms of the Agreement are found to be invalid, only such term shall be void. All other terms and conditions shall remain in full force and effect.

ARTICLE 28 - DURATION

28.01 This Agreement will remain in full force and effect for three (3) years commencing **April 1, 2016** and will expire at 12:01 a.m. on **April 1, 2019**.


28.02 Either party wishing to renew or amend this Agreement may give notice in writing of its intention during the last four (4) months of the Agreement's operation.


28.03 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

28.04 Bargaining-unit representative to be paid by the Employer while at the bargaining table and have no loss of seniority.


Signed at Sudbury, Ontario, this 10th day of January, 2017.

For the Company





For the Union



Sean Young

mike scott

Schedule "A" Classifications and Wage Rates

The 2% increase shall take effect April 1st of year of the CBA. With the current year being retroactive to April 1st 2016,.

Schedule "A" Classifications and Wage Rates

		Current	2016	2017	2018
Drivers	\$22.70 +\$0.20 =	\$22.90	\$23.36	\$23.83	\$24.31
Group I	Truck and Coach Technician (licensed)	\$30.60	\$31.21	\$31.83	\$32.47
Group II	Truck Trailer Technician (licensed)	\$27.28	\$27.83	\$28.39	\$28.96
	Welder	\$28.60	\$29.17	\$29.75	\$30.35
Group III	Lube Technician	\$21.44	\$21.87	\$22.31	\$22.76
	Tire Technician	\$21.44	\$21.87	\$22.31	\$22.76
Group IV	Truck and Coach Technician	\$30.60	\$31.21	\$31.83	\$32.47
	Apprentice 4	\$26.32	\$26.85	\$27.39	\$27.94
	Apprentice 3	\$25.40	\$25.91	\$26.43	\$26.96
	Apprentice 2	\$24.17	\$24.65	\$25.14	\$25.64
	Apprentice 1	\$23.56	\$24.03	\$24.51	\$25.00
Group V	Labourer	\$18.00	\$18.36	\$18.73	\$19.10

- 1) Driver's mileage rate is .439
- 2) Tool Allowance - Shop employees who report for work in any week and who are required to provide tools, the company shall pay a tool allowance of **ten dollars (\$10.00)** per week.
- 3) Truck and Coach Technician – Successful completion of apprenticeship contract and successful completion of trade tests through the Ontario Ministry of Training Colleges and Universities

Apprentice 4

Successful completion of the advanced in-school-training session, sign off of all required competencies and 100% of the required hours for his/her trade.

Apprentice 3

Successful completion of the intermediate in-school-training session and 70% of the required hours of his/her trade.

Apprentice 2

Successful completion of the basic in-house-training session and 35% of the required hours for his/her trade.

Apprentice 1

Upon being registered with the Ontario Ministry of Training, Colleges and Universities as an apprentice.

Schedule "B" Seniority List

Sudbury Terminal Seniority List

Seniority	Payroll #	Start Date (DD-MM-YY)	Name
1	864	14-06-85	
2	846	30-10-89	
3	878	01-11-03	
4	882	28-07-05	
5	891	29-05-07	
6	901	11-10-07	
7	902	10-12-07	
8	103	11-12-07	
9	903	11-02-08	
10	911	10-09-10	
11	915	22-07-11	
12	919	13-11-11	
13	923	09-12-11	
14	930	01-06-12	
15	940	03-12-12	
16	921	14-09-13	
17	944	15-09-13	
18	128	28-07-14	
19	961	12-09-14	
20	130	14-10-14	
21	129	29-09-14	
22	952	03-10-14	
23	953	03-10-14	
24	112	03-12-14	
25	970	04-05-15	
26	974	01-10-15	
27	976	10-10-15	
28	977	15-10-15	
29	136	19-10-15	
30	979	08-12-15	
31	137	16-12-15	
32	982	19-05-16	
33	983	02-06-16	
34	984	07-12-16	

Effective Date: Dec 7, 2016

Letter Of Intent # 1

September 29, 2010

To: Tank Truck

Re: **Working Foreman**

The Union agrees to allow the Employer to maintain one (1) position of "working foreman" in the maintenance shop.

Wess Dowsett

USW Staff Representative

Letter Of Intent # 2

March 11, 2009

To: United Steelworkers Local 2020

Further to our discussions on March 10th, 2009, Tank Truck will supply the working slurry tractors with cell phones for company use during business. The drivers agree to use only for company business.

Please note that this document will not be part of our collective agreement process.

Tony Follis
Operations Manager Toronto & Sudbury
Tank Truck Transport Inc.

Letter of Understanding # 1

Reassignment, Maternity Leave, Parental Leave and Compassionate Care Leave

Maternity-related Reassignment and Leave

Reassignment and job modification

204. (1) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.

Medical certificate

(2) An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

Employer's obligations

205. (1) An employer to whom a request has been made under subsection 204(1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

Rights of employee

(2) An employee who has made a request under subsection 204(1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer:

(a) modifies her job functions or reassigns her, or

(b) informs her in writing that it is not reasonably practicable to modify her job

functions or reassign her and that pay shall for all purposes be deemed to be wages.

Onus of proof

(3) The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

Employee to be informed

(4) Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.

Status of employee

(5) An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under subsection 204(1), and shall continue to receive the wages and benefits that are attached to that job.

Employee's right to leave

(6) An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

Entitlement to leave

205.1 An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

Employee's duty to inform employer

205.2 An employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks' notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

Maternity Leave

Entitlement to leave

206. Every employee who

- (a) has completed six consecutive months of continuous employment with an employer, and
- (b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

Parental Leave

Entitlement to leave

206.1

- (1) Subject to subsections (2) and (3), every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.

Period when leave may be taken

- (2) The leave of absence may only be taken during the fifty-two week period beginning
- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
 - (b) in the case of an adoption, on the day the child comes into the actual care of the employee.

Aggregate leave-two employees

- (3) The aggregate amount of leave that may be taken by two employees under this section in respect of the same birth or adoption shall not exceed thirty-seven weeks.

Aggregate leave-maternity and parental

206.2 The aggregate amount of leave that may be taken by one or two employees under sections 206 and 206.1 in respect of the same birth shall not exceed fifty-two weeks.

Compassionate Care Leave

Definitions

206.3 (1) The following definitions apply in this section. "common-law partner"

"common-law partner", in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year.

"family member" in relation to an employee, means

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;

(c) a parent of the employee or a spouse or common-law partner of the parent; and

(d) any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition "family member" in subsection 23.1(1) of the *Employment Insurance Act*.

"qualified medical practitioner" means a person who is entitled to practise medicine under the laws of a jurisdiction in which care or treatment of the family member is provided and includes a member of a class of medical practitioners prescribed for the purposes of subsection 23.1(3) of the *Employment Insurance Act*.

"week" means the period between midnight on Saturday and midnight on the immediately following Saturday.

Entitlement to leave

(2) Subject to subsections (3) to (8), every employee is entitled to and shall be granted a leave of absence from employment of up to eight weeks to provide care or support to a family member of the employee if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from

(a) the day the certificate is issued; or

(b) if the leave was commenced before the certificate was issued, the day **the leave was commenced.**

Period when leave may be taken

(3) The leave of absence may only be taken during the period

(a) that starts with

(i) the first day of the week in which the certificate is issued, or

(ii) if the leave was commenced before the certificate was issued, the first day of the week in which the leave was commenced if the certificate is valid from any day in that week; and

(b) that ends with the last day of the week in which either of the following occurs, namely,

(i) the family member dies, or

(ii) the expiration of 26 weeks following the first day of the week referred to in paragraph (a).

Shorter period

(4) If a shorter period is prescribed by regulation for the purposes of subsection 23.1(5) of the *Employment Insurance Act*,

(a) the certificate referred to in subsection (2) must state that the family member has a serious medical condition with a significant risk of death within that period; and

(b) that shorter period applies for the purposes of subparagraph (3)(b)(ii).

Expiration of shorter period

(5) When a shorter period referred to in subsection (4) has expired in respect of a family member, no further leave may be taken under this section in respect of that family member until the minimum number of weeks prescribed for the purposes of subsection 12(4.3) of the *Employment Insurance Act* has elapsed.

Minimum period of leave

(6) A leave of absence under this section may only be taken in periods of not less than one week's duration.

Aggregate leave - more than one employee

(7) The aggregate amount of leave that may be taken by two or more employees under this section in respect of the care or support of the same family member shall not exceed eight

weeks in the period referred to in subsection (3).

Copy of certificate

(8) If requested in writing by the employer within 15 days after an employee's return to work, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

GENERAL

Notification to employer

207. (1) Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall

(a) give at least four weeks' notice in writing to the employer unless there is a valid reason why that notice cannot be given; and

(b) inform the employer in writing of the length of leave intended to be taken.

Notice of change in length of leave

(2) Every employee who intends to take or who is on a leave of absence from employment under section 206 or 206.1 shall give at least four weeks' notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

Prohibition

208. (1) Subject to subsection (2), no employer shall require an employee to take a leave of absence from employment because the employee is pregnant.

Exception

(2) An employer may require a pregnant employee to take a leave of absence from employment if the employee is unable to perform an essential function of her job and no

appropriate alternative job is available for that employee.

Length of leave

(3) A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.

Burden of proof

(4) The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

Application

208.1 Regardless of the time at which an employee makes a request under section 204, the rights and obligations provided under sections 204 and 205 take precedence over the application of subsection 208(2).

Right to notice of employment opportunities

209. Every employee who intends to or is required to take a leave of absence from employment under this Division is entitled, on written request therefore, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified, and on receiving such a request every employer of such an employee shall so inform the employee.

Resumption of employment in same position

209.1

(1) Every employee who takes or is required to take a leave of absence from employment under this Division is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.

Comparable position

(2) Where for any valid reason an employer cannot reinstate an employee in the position referred to in subsection (1), the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

Wages and benefits affected by reorganization

(3) Where an employee takes leave under this Division and, during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed as part of a plan to reorganize the industrial establishment in which that group is employed, that employee is entitled, on being reinstated in employment under this section, to receive the wages and benefits in respect of that employment that that employee would have been entitled to receive had that employee been working when the reorganization took place.

Notice of changes in wages and benefits

(4) The employer of every employee who is on a leave of absence from employment under this Division and whose wages and benefits would be changed as a result of a reorganization referred to in subsection (3) shall notify the employee in writing of that change as soon as possible

Right to benefits

209.2

(1) The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under this Division shall accumulate during the entire period of the leave.

Contributions by employee

(2) Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in subsection (1), the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Division unless, before taking leave or within a reasonable time thereafter, the employee notifies the employer of the employee's intention to discontinue contributions during that period.

Contributions by employer

(2.1) An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the employee does not pay the employee's contributions, if any, within a reasonable time.

Failure to pay contributions

(3) For the purposes of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as required by subsections (2) and (2.1), the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

Deemed continuous employment

(4) For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

Effect of leave

209.21 Notwithstanding the provisions of any income-replacement scheme or any insurance plan in force at the workplace, an employee who takes a leave of absence under this Division is entitled to benefits under the scheme or plan on the same terms as any employee who is absent from work for health-related reasons and is entitled to benefits under the scheme or plan.

Status of certificate

209.22 A medical certificate given pursuant to this Division is conclusive proof of the statements contained therein.

Prohibition

209.3 (1) No employer shall dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance

with this Division or take into account the pregnancy of an employee or the intention of an employee to take leave of absence from employment under this Division in any decision to promote or train the employee.

Prohibition-Compassionate Care Leave

(2) The prohibitions set out in subsection (1) also apply in respect of an employee who has taken a leave of absence under section 206.3.

Regulations

209.4 The Governor in Council may make regulations

(a) specifying the absences from employment that shall be deemed not to have interrupted continuous employment referred to in sections 206 and 206.1;

(a.1) prescribing classes of persons for the purposes of paragraph (d) of the definition "family member" in subsection 206.3(1);

(b) specifying what does, or does not, constitute an essential function of a job referred to in section 208; and

(c) specifying what does not constitute a valid reason for not reinstating an employee in the position referred to in subsection 209.1(2).

Application of section 189

209.5 Section 189 applies for the purposes of this Division.

Letter of Understanding #2

Pay Stub

The parties recognize that employees should expect to receive their pay stubs in a timely manner consistent with the deposit of pay cheques into their accounts. Accordingly, it is understood that the Employer will provide timely pay stubs in accordance with legislation.