

# COLLECTIVE LABOUR AGREEMENT

This Agreement made this 13<sup>th</sup> day of December, 2017

BETWEEN:

M.F. SCHURMAN COMPANY, LIMITED

(hereinafter referred to as "the Company")

OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL  
942;

(hereinafter referred to as "the Union")

OF THE SECOND PART

## ARTICLE I – DEFINITIONS

- 1.01 It is agreed by the parties that except where contrary intention appears in the Agreement:
- a. Bargaining Unit – means the unit composed of all employees of the Charlottetown Retail Building Supply Branch of the Company employed in and in connection with the yard and warehouse operation including truck drivers, fork lift operators, warehouse men, assistant yard foreman, labourers but excluding office personnel, sales clerks, foremen and all above the rank of foreman, and those excluded by Section 7(2)(a) and (b) of the Labour Act of Prince Edward Island.
  - b. Company - means the Charlottetown Retail Building Supply Branch at 65 Walsh Road, Charlottetown of M.F. Schurman Company, Limited.  
  
Regular Employee-means all of the employees of the Company in the Bargaining unit, holding Seniority.
  - c. "Shall" is imperative and "may" is permissive.
  - d. Union – means International Union of Operating Engineers, Local 942, hereinafter called "the Union."
  - e. Words importing male persons include female persons.

- f. Words in the singular include the plural and words in the plural include the singular;
- g. Every Schedule attached hereto is a part of this Agreement; and

## ARTICLE II – PURPOSE

2.01 The purposes of this Agreement are:

- a. To promote and maintain harmonious relations between the Company and its employees and to establish rules governing relations between them;
  - b. To facilitate the solution of such problems within the jurisdiction of the Agreement as may arise from time to time;
  - c. To establish and maintain a high degree of discipline and efficiency;
  - d. To provide for the profitable operations of the Company under methods that will further:
    - i. The safety and welfare of the employees;
    - ii. The development of maximum efficiency for the successful and profitable operation of the Company's business;
    - iii. Maintaining and improving the quality and quantity of service to our customers;
    - iv. The cleanliness of buildings, trucks, machinery, and equipment;
    - v. The conservation and protection of buildings, trucks, machinery, and equipment;
    - vi. Avoidance of waste of products, materials and time;
    - vii. The interests of the consumer as well as the Company and its employees.
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## ARTICLE III – RECOGNITION

3.01 The Company recognizes the Union as the sole collective bargaining agent for all of the employees of the Company in this bargaining unit.

- 3.02 Insofar as the law permits the Company will not bargain during the term of this Agreement with any other labour organization affecting these employees.
- 3.03 The Company will not act or be required to act upon any question of jurisdiction that may arise between the Union and any other union.

#### ARTICLE IV – UNION SECURITY

- 4.01 The Company agrees, upon receipt of written authorization, in the form set out in Schedule "A" to this Agreement, that it will deduct from the employees' earnings on the first pay day in each calendar month, or such other date as is agreed upon, during the term of this Agreement the amount of the Union dues together with any special assessment authorized to be deducted (it shall be the responsibility of the Union to notify the Company of the amount of the dues and the date and amount of any special amount of assessment) and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Union.
- 4.02 The Company agrees to notify the Union in writing within a reasonable time after hiring any operator or any other person that shall be included in the Bargaining Unit, other than through the Union Office.
- 4.03 No employee shall be subject to any penalties against his membership or reinstatement as a member in the Union except as shall be provided in the Constitution and By-Laws of the Union.
- 4.04 All employees who are members of the Union shall maintain membership during the term of this Agreement. New employees shall make application for membership in the Union and shall sign a dues deduction authorization card authorizing deduction of Union dues and initiation fees upon completion of one week from commencement of employment.
- 4.05 The Company agrees to make deductions of other dues and fees as may be levied by the Union upon written receipt of authorization.
- 4.06 Students are not required to join the Union but shall pay dues while working.

## ARTICLE V – MANAGEMENT

- 5.01 All of the rights, powers and authority that the Company had prior to the signing of this Agreement are retained by the Company except those specifically and clearly abridged, delegated, granted, or modified by this Agreement or any Supplementary Agreements that may be made hereafter.
- 5.02 The Management of the Company's business, properties (both real and personal), plant, equipment, and vehicles, and the direction and distribution of the working forces, including but without limiting the generality of the foregoing, the right to hire, suspend, discipline, discharge for cause, lay-off from duty because of lack of work, or other legitimate reasons, and to promote, demote, and transfer, to introduce new or improved production methods or facilities, or new or improved methods of transportation, or to change existing production methods or facilities, or to change existing methods of transportation or facilities, the determination of the lay-out and equipment to be used in the business, the processes, techniques, methods and means of manufacture and production and distribution remain in and are vested in the Company.
- 5.03 The days of work, daily hours, starting and quitting times are solely within the discretion of the Company and included in the rights reserved to the Company by the provisions of this Article.

## ARTICLE VI – UNION REPRESENTATION

- 6.01 The Company will recognize a Shop Steward chosen by the Union and if the operations are such that additional Stewards are necessary, the Company may recognize additional Stewards.
- 6.02 The Union shall advise the Company, in writing, of the name of any person chosen as Shop Steward and notify the Company of any change.
- 6.03 The Company agrees to permit the International Representative of the Union to enter the employer's premises to interview Union members on Union business provided that said representative first notifies the Company of such.
- 6.04 The Company will allow the Shop Steward a reasonable amount of time off during working hours, without loss of pay, to investigate and settle grievances provided that such leaves of absence do not interfere with the operation of the Company. The Steward shall notify his supervisor before commencing any of the above procedures. The amount of time off with pay allowed to the Shop Steward shall not be used in computing any overtime entitlement.
- 6.05 The Company will allow an appointed union member, one (1) day per year to attend meeting, conference, etc. The member shall notify his supervisor before commencing the above-mentioned procedure.

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## ARTICLE VII – STRIKES AND LOCKOUTS

- 7.01 The Union agrees that it will not authorize any strike, slowdown, cessation of work, etc. contrary to the Labour Act of Prince Edward Island or otherwise, or designed to imply or impose a condition upon the Company during the term of this Agreement.
- 7.02 The Union and its members, both individually and collectively, agree that it and they will not:
- a. Cause, permit, or take part in any slowdown or other curtailment or restriction of production, or interference with work in or about the Company's plant or premises during the terms of this Agreement or the course of negotiations for renewal or extension thereof or during the term of any automatic renewal;
  - b. Will not call for nor hold a strike vote of the members of the local during the term of this Agreement or the course of negotiations with the Company for renewal or extension thereof.
- 7.03 It is mutually agreed that there will be no strike by or lockout of employees during the course of negotiations for renewal or extension of this Agreement until an attempt has been made in good faith to settle any differences by conciliation or some other form of mediation.
- 7.04 The Company agrees that there will be no lockout or suspension of duties or work during the term of this Agreement which is designed to imply or impose a condition upon the employees, or which is contrary to the Labour Act of Prince Edward Island.

## ARTICLE VIII - WAGES

- 8.01 The Schedule and Classifications and rates shall be as set out in Schedule "B" attached to and forming a part of this Agreement.

## ARTICLE IX – HOURS OF WORK & OVERTIME

- 9.01 Regular employees not on lay-off and holding seniority with the Company shall be scheduled to work a minimum of 40 hours per week, Monday through Friday inclusive.

The work-week for all part-time employees will vary according to the availability of work.

- 9.02 The normal work week for regular employees of the unit shall be forty five (45) hours. The normal hours of the workday for regular employees shall be 7:00 am to

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5:00 pm Monday to Friday inclusive. Where shifts outside these hours are required, scheduling will be done in accordance with Articles 9.05 and 9.06

- 9.03 Management shall give one (1) week's notice regarding the working of the hours as described in the above paragraph.
- 9.04 Excluding holidays student employees shall receive the straight time rate of pay per classification for all hours worked within this agreement.
- 9.05 Employees shall be scheduled to work every second Saturday.
- 9.06 When scheduling employees for work the Company shall ensure that the seniority list is followed with the most senior employees given the opportunity to request their hours of work before less senior employees. Management, however, has the ultimate control of all scheduling issues.
- 9.07 Lunch hour may be staggered to management's schedule from 11:00 a.m. to 2:00 p.m. daily.
- 9.08 Overtime shall be paid at one and one half times the straight time rate of pay for all time worked in excess of forty-five (45) hours per week.
- 9.09 Pay will be deposited to the employee's bank account every second Friday.
- 9.10 Any employee who is outside the greater Charlottetown area during the noontime lunch period shall be entitled to a meal allowance of up to \$7.50. This entitles the employee up to a maximum of one-half hour to complete his meal without loss of any pay. It is expected that claims for meal allowance will be reasonable and therefore will be subject to review and approval by management.
- 9.11 Employees are not required to punch out for their meal period. Employees required to work continuously for eleven (11) hours shall be entitled to one meal allowance of seven dollars and fifty cents (\$7.50) or equivalent and an additional allowance for every four hours worked thereafter. Claims for meal allowances shall be submitted by the employee and paid within one week of submission.
- 9.12 An employee shall not be required to lay off during regular hours to equalize any overtime worked. If practical, overtime shall be divided equally among employees with seniority.

#### ARTICLE X – HOLIDAYS

- 10.01 The Company agrees to pay as holiday pay to all regular employees who have three (3) continuous months of service with the Company for the ten(10) following holidays when not worked:

New Years Day (note 1)

Labour Day

Good Friday  
Floating Holiday (Note 1A)  
Canada Day (Note 1)  
Islander Day

Thanksgiving Day  
Remembrance Day  
Christmas Day (Note 2)  
Boxing Day (Note 2)

Holiday pay is calculated by multiplying the straight time rate of pay by eight and one-half (8.5.)

Notes: (1) When New Year's Day or Canada Day fall on a Sunday, the following Monday shall be observed as the holiday.

(1)A Employees shall advise management one (1) week in advance of intention to take the floating holiday. It is understood, employees shall not ask for the same date. Should this occur, seniority will be the guiding factor.

(2) When Christmas Day falls on a Sunday, the following Monday will be observed as the holiday, and Tuesday, as Boxing Day. When Christmas Day falls on a Saturday, then they will be considered as paid holidays subject to all the conditions herein.

(3) In the event that the number of provincially designated statutory holidays is increased and the number of holidays listed in this agreement exceeds the number of provincially designated days, the number of non-provincially designated days will be reduced, so that the number of days listed in this agreement remains the same.

10.02 Employees working on any of the above holidays shall receive in addition to any holiday pay to which they are entitled, time and one-half the straight time rate of pay for all hours worked or, at the option of the Employee may take a day off in lieu of the holiday within the pay period during which the holiday falls.

10.03 Employees absent on the working days next preceding or next following any designated holidays shall not be entitled to holiday pay unless the employee has received permission from the Company to be absent. Holiday pay shall not be payable to an employee on leave of absence or lay-off.

#### ARTICLE XI – BREAK PERIOD

11.01 Employees shall receive a fifteen (15) minute break period in the forenoon and afternoon. This time is to be strictly controlled and limited to fifteen (15) minutes.

11.02 Not all employees of the unit may take their break at the same time so as to ensure that staff are available to service customers.

11.03 The forenoon breaks will occur between 10:00am and 10:30 am. The afternoon breaks will occur between 3:00pm and 3:30pm. The foreman will advise each employee of the unit of his specific time.

## ARTICLE XII – VACATIONS

- 12.01 Service prior to one (1) year shall be as per the Employment Standards Act of Prince Edward Island.
- 12.02 Upon completing one (1) year's service with the Company an employee shall be entitled to two (2) weeks annual vacation with pay – such pay to be six per cent (6%) of gross earnings of the employee for the current year with the Company.
- 12.03 After completing five (5) years service with the Company, an employee shall be entitled to three (3) weeks annual vacation with pay – such pay to be eight per cent (8%) of gross earnings of current year with the Company.
- 12.04 After completing ten (10) years service with the Company, an employee shall be entitled to four (4) weeks annual vacation with pay – such pay to be nine per cent (9%) of gross earnings of the current year with the Company.
- 12.05 After completing fifteen (15) years' service with the Company, an employee shall be entitled to four (4) weeks annual vacation with pay – such pay to be ten per cent (10%) of gross earnings of the previous year with the Company.
- 12.06 Vacation pay shall be available to the employee upon commencement of his vacation period or within seven (7) days of written request.
- 12.07 Vacations may be granted at any time subject to the demands of the business but the Company will make a sincere effort to grant vacations at times requested by employees. Preference of vacation periods shall be in accordance with seniority so long as it does not interfere with the operation of the business.
- 12.08 Every employee shall be encouraged to take his vacation in the vacation period in which he becomes eligible for it and will not be encouraged to accept pay in lieu of his vacation
- 12.09 The Company and an employee may arrange a different vacation period if the employee is unable to take the scheduled vacation because of illness or accident occurring before the scheduled vacation commences.
- 12.10 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.

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### ARTICLE XIII – BEREAVEMENT PAY

- 13.01 When it is necessary for a regular employee (who has been employed by the Company for at least three (3) consecutive months and who is not on lay-off, on vacation, or on leave of absence) to be absent on a regular working day to arrange for and attend the funeral of his spouse (including common-law spouse,) parent (meaning a natural parent, guardian, foster parent, or any other person standing *in loco parentis*,) grandparent, father-in-law, mother-in-law, brother, sister, son or daughter that employee shall receive three (3) days compassionate leave without loss of pay or benefits or, in the case of grandparents, two (2) days.
- 13.02 When it is necessary for a regular employee (as defined in Article 13.01) to be absent on a regular working day to serve as pallbearer at a funeral, half a day shall be allotted without loss of pay.

### ARTICLE XIV – GRIEVANCE PROCEDURE

- 14.01 Unless otherwise provided Union and employees' grievances must be taken up within three (3) working days after the alleged grievance has arisen.

#### PROCEDURE

##### Step One

The Shop Steward or Business Representative of the Union shall first submit the grievance in writing to the foreman or other immediate superior whose decision shall be rendered within two (2) working days.

##### Step Two

Failing answer or satisfactory settlement under Step One, the Shop Steward and/or Business Representative of the Union shall submit the grievance in writing to the Manager or some other person designated by the Manager, who shall then meet with the Business Representative of the Union and shall render a decision within three (3) working days.

##### Step Three

Failing an answer or satisfactory settlement under Step 2, the grievance may then be referred to arbitration as provided herein.

- 14.02 Unresolved grievances may be referred in writing to an Arbitration Committee within one (1) week, composed as follows:
- (a) A single Arbitrator where both parties agree; or
  - (b) Three arbitrators, one appointed by the Union, one appointed by

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the Company within one (1) week of written notice of the Union's appointee, and a third appointed by the first two within one (1) week of their appointment and if the third is not appointed within this time, either party may apply to the Minister of Labour for the Province of Prince Edward Island to make the appointment.

- 14.03 The decision of a single arbitrator under 14.02(a) or the decision of the majority under 14.02(b), shall be final and binding upon all parties and shall be rendered within fourteen (14) days following appointment of the Committee. The decision shall not alter, modify, or amend any part of this Agreement, nor make any general changes in wage rates agreed upon.
- 14.04 The Company and the Union agree to bear equally the fees and expenses of the single arbitrator if one is appointed under 14.02(a), and of the third arbitrator appointed under 14.04(b).
- 14.05 Company grievances may be initiated at any stage of the Grievance Procedure.
- 14.06 Differences of interpretation or alleged violations of any of the provisions of this Agreement as well as other complaints relating to working conditions shall be considered grievances.
- 14.07 Three (3) years of working time from the date of any contract violation, record of same shall be purged from the employee's permanent record.
- 14.08 The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process as outlined in Appendix "E" that is attached and forms part of this agreement. The Panel shall not have the authority to change this agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter back to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process outlined in Article 9 herein or, withdraw the grievance.

#### ARTICLE XV – SAFETY AND HEALTH PRECAUTIONS

- 15.01 Any medical examination requested by the Company shall be promptly complied with by all employees provided however, that the employer bears the expense of such examination. The Company reserves the right to select its own medical examiner or physician.
- 15.02 The Union and the Company shall co-operate in improving rules and practices which will provide adequate protection to the employees and others who may have reason to be on the work site.
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- 15.03 Employees shall notify immediately, their supervisor of any accident or injury sustained during working hours.
- 15.04 Any employee who is injured during working hours and is required to leave for treatment, but is able to return to work during said shift, shall be paid for the lost time. Any employee who is injured and unable to return and complete said shift shall be paid for lost time to the end of said shift, unless covered by Workers' Compensation.
- 15.05 The Company will contribute \$23.04 weekly (family) and \$9.21 weekly (single) for regular employees, as credits towards the cost of benefits under the Flexible Benefits Plan. The Company will increase the annual fixed credits provided to members each January 1<sup>st</sup> by 50% of the increase in the dollar cost of Modules Basic (Health), Standard (Drugs), Basic (Dental) for the same period.
- 15.06 Any employee who must attend a doctor or dentist appointment during working hours shall not suffer any loss of wages or benefits to a maximum of four (4) hours. The employee shall provide the employer with at least 48 hours' notice of any regularly scheduled doctor or dental appointment unless unforeseen circumstances prevent them from doing so.
- 15.07 There shall be a Health and Safety Committee composed of Union representatives and Company representatives. The function of the Committee shall be to discuss health and safety issues of mutual concern to the parties. The Committee shall meet on a regular basis at a time convenient to the parties. The employee members shall be paid for time spent at such meetings during their regular working hours.

#### ARTICLE XVI – DISCIPLINE

- 16.01 The Company shall notify in writing the Union and the employee of any disciplinary action it takes.
- 16.02 The offences set out in Schedule "C" are mutually and conclusively agreed to be proper and sufficient cause for immediate discharge.
- 16.03 Lesser offences are dealt with as set out in Schedule "D."
- 16.04 Disciplinary action taken under Schedule D, other than under 1(d), will be moved from the employee's file two (2) years from the date of receipt.

#### ARTICLE XVII – SENIORITY

- 17.01 In matters of promotion, demotion, lay-offs and recall, seniority shall be the guiding factor so long as the employee has the ability to perform the job function.
- 17.02 Seniority shall mean accumulated service with the Company. All time worked prior to the signing of this Agreement shall be included when computing an

employee's seniority, provided that the seniority begins from the time of starting his last uninterrupted employment. An interruption in employment shall not be interpreted to mean an absence from work because of lay-off, sickness, accident, or with permission from the Company.

- 17.03 The Company shall give (6) working days notice of lay-off to its employees commencing at the end of a pay period. A copy of notice shall be made available to the Union via Shop Steward.
- 17.04 The Company agrees that within thirty (30) days after the signing of the Agreement, it shall draw up and thereafter maintain a seniority list, showing the places on the seniority list of all employees in the bargaining unit. This list shall be posted on all bulletin boards and a copy given to the Shop Steward.
- 17.05 A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment and the employee shall receive full rate of pay for his classification.
- 17.06 An employee's seniority rights shall be forfeited for any one of the following reasons:
- (a) If he voluntarily resigns or leaves the service of the Company;
  - (b) If he is discharged for cause;
  - (c) If he is absent for three (3) consecutive working days without first securing permission from the Company, or without reasonable excuse acceptable to the Company;
  - (d) If he is continuously out of the employment of the Company for a period exceeding nine (9) months;
  - (e) If he fails to agree to recall within three (3) days of notification.

#### ARTICLE XVIII – TRANSFERS AND SENIORITY OUTSIDE BARGAINING UNIT

- 18.01 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during his trial period, which shall be a maximum of thirty (30) days. If an employee returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.
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- 18.02 At no time shall the Company transfer in or hire any new employees into this bargaining unit unless all employees of the bargaining unit are working. Any new employee hired on or any employee transferred into the Unit shall be placed last on the seniority list.
- 18.03 When an employee is temporarily assigned or transferred to perform work in a classification paying a lower rate than his own, he shall be paid his own rate of pay.
- 18.04 When an employee is assigned or transferred to perform work in a classification paying a higher rate than his own, he shall receive the higher rate of pay.

#### ARTICLE XIX – JOB POSTINGS

- 19.01 When a vacancy occurs or a new position is created within the bargaining unit, the Company shall immediately notify the Union in writing and shall post notice with all related information on the bulletin board. The employer shall award the job to the applicant who is best able to do the work. In each case, all factors being equal, seniority shall prevail. All applications from the Bargaining Unit shall be fully processed before any outside advertising is done for the job.

#### ARTICLE XX – BULLETIN BOARD

- 20.01 The Company will designate a Bulletin Board for the use of the Union for Union purposes at a conspicuous place. Bulletins and Notices may be submitted for the approval of management before posting.

#### ARTICLE XXI – CUSTOMS, CONDITIONS, AND BENEFITS

- 21.01 The negotiated terms and conditions contained in this agreement shall remain in full force and effect for the term of the agreement, unless mutually agreed upon by the parties.
- 21.02 The Union will be notified of all rules and regulations to be implemented by the Company before being posted.
- 21.03 An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal labour dispute between the Company and Local 942, Summerside Warehouse.

#### ARTICLE XXII – RETROACTIVITY

- 22.01 With the exception of general wage increases, which shall be effective on the anniversary dates of the collective agreement; all changes in the new Agreement shall be effective as of the date of ratification by both parties, unless otherwise specified.

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WITNESSED

Joel Gaurin

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On behalf of Local 942  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS

Per: Lisa Ferguson

And: \_\_\_\_\_

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# SCHEDULE "A"

## CHECK-OFF

### DUES, DEDUCTIONS, AUTHORIZATION FORM

Employer's Authorization for the Deduction  
of Union Fees from an Employee's Wages and  
remitting same to Union

TO: (Name of Employer) \_\_\_\_\_

I hereby authorize you to deduct from my wages and pay to the International  
Union of Operating Engineers, Local 942 fees in the amount following:

- (1) INITIATION FEES in the amount of \$\_\_\_\_\_.
- (2) DUES of \$\_\_\_\_\_ per month.

or such other amount as is fixed from time to time as Dues by or in accordance  
with the Constitution or By-Laws of the International Union of Operating  
Engineers, Local 942.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## SCHEDULE "B"

### WAGE RATES AND CLASSIFICATIONS

<u>Classification</u>	<u>Effective 01/01/18</u>	<u>01/01/19</u>	<u>01/01/20</u>	<u>01/01/21</u>	<u>01/01/22</u>
Assistant Yard Foreman	\$18.73	\$19.10	\$19.48	\$19.87	\$20.27
Boom Driver	\$18.67	\$19.04	\$19.42	\$19.81	\$20.21
Truck Driver	\$17.54	\$17.89	\$18.25	\$18.62	\$18.99
Forklift Operator	\$17.54	\$17.89	\$18.25	\$18.62	\$18.99
Warehouseman	\$16.92	\$17.26	\$17.61	\$17.96	\$18.32

Student Minimum Wage rate as per the PEI Employment Standards Act.

All new employees performing the work of the bargaining unit will be subject to this schedule as defined by Article 1.01(a).

A year is defined as 2080 hours of actual work time not calendar years for all references in relation to the following schedule only.

Year 1 - Full rate less \$4.00 per hour  
Year 2 - Full rate less \$3.00 per hour  
Year 3 - Full rate less \$2.00 per hour  
Year 4 - Full rate less \$1.00 per hour  
Year 5 - Full rate

Student rates are not affected by the incremental rate changes set out above

## SCHEDULE "C"

### DISCIPLINARY RULES & PENALTIES

### IMMEDIATE DISCHARGE OFFENCES

The following are mutually agreed and conclusively deemed to be cause for immediate discharge:

1. Reporting for work with abilities impaired by alcohol or drugs.
2. Possessing or drinking any alcoholic beverage on the Company's premises, or in the Company's vehicles during working hours.
3. Falsifying time cards or other records.
4. Deliberately punching the time clock for another employee (if applicable).
5. Marking or erasing or altering time cards.
6. Misuse or removal from the plant – properties or vehicles, without proper authorization, Company materials, products or property.
7. Deliberate abuse or destruction of Company property, tools, equipment, vehicles, or the property of other employees.
8. Theft or misappropriation of Company property, or the property of other employees.
9. In the case of truck drivers, refusal by an Insurance Underwriter to furnish Public Liability or Property Damage Coverage, as these terms are used in Motor Vehicle Insurance.
10. All employees entering the employ of the Company must be bondable and must complete a bond application.

The Company reserves the right to immediately discharge employees for other just causes. When an employee is discharged, the Company shall notify in writing, the discharged employee and the union of his discharge and the reason thereof and notify the Shop Steward of the discharge.

The Union shall have the right to grieve any of the above.

## SCHEDULE "D"

### DISCIPLINARY RULES & PENALTIES

#### LESSER OFFENCES

1. The following are mutually agreed and conclusively deemed to be cause for immediate suspension for a period not exceeding two (2) weeks, without pay, and the Union will be notified of the date and duration of the suspension:
  - (a) Refusing or failing to follow instructions or to do work assigned;
  - (b) Refusing to obey orders of Foremen, or other members of the supervisory staff;
  - (c) Restricting out-put; or,
  - (d) Threatening, intimidating or coercing employees or embers of the supervisory staff.
  
2. For breach of the rules and regulations listed in the Plant, and including any revisions or additions hereto, the employee will be disciplined:
  - (a) In the first instance, by warning or reprimand which does not involve loss of work or loss of pay as a part of such warning or reprimand;
  - (b) In the second instance, at the option of the Company, suspension of employment for a period not exceeding two (2) weeks, without pay, and the Union will be notified of the date and duration of the suspension; and,
  - (c) Subsequent violations are conclusively deemed to be cause for immediate discharge.

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Head Office: PO Box 1200, Saint John, NB E2L 4G7

Phone (506) 632-4100 FAX (506) 649-9314

October 23, 2017  
Blair MacKinnon  
Union President  
IUOE Local 942

Dear Blair:

**RE: *Company Leaves of Absence Policy***

This will confirm the Company's commitment at the bargaining table on October 11, 2017 to make the existing non-union Associate Leaves of Absence Policy available to our unionized members at Schurman Charlottetown.

The following terms will apply, as we discussed at the table:

1. The Leave of Absence Policy or any aspect of it shall not form part of the collective agreement and decisions made under it shall not be grievable.
2. Currently the leaves granted under the Policy include compassionate care, maternity/parental, sickness, military service/training, jury duty and "other". The Company considers reasonable requests under "other" but all leave requests are subject to operational requirements and a request for leave to take different employment, for example, would not be granted under this Policy.
3. Leaves are granted for a maximum of four months or the minimum statutory requirement, whichever is necessary.
4. The Company retains the right to change the Policy as necessary in the future.

We can also confirm we will notify the Union in writing each time an employee in the bargaining unit is given a leave under this policy and will ensure that any authorized leave does not result in a break in the employee's service.

Please let me know if you have any further questions.

Yours truly,

Chris Hatt  
Human Resources Manager