

SOURCE	UNION
EFF.	01 01 86
TERM.	12 31 88
NO. OF EMPLOYEES	104
NONEMP. EMPLOYEES	06

COLLECTIVE AGREEMENT

BETWEEN: CLARKE TRANSPORT CANADA INC.

Hereinafter referred to as "THE COMPANY"

AND: TEAMSTERS UNION LOCAL 938  
affiliated with the International  
Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America

Hereinafter referred to as "THE UNION"

0320201

ARTICLE 1

PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

The Company does hereby recognize the Union as the sole and exclusive bargaining agent for certain employees employed by the Employer at all Employer terminals within a radius of twenty (20) miles of Metropolitan Toronto, which is comprised of the boroughs of Etobicoke, East York, Scarborough and the cities of North York and Toronto.

Section 1.2 - Scope of Bargaining Unit

The term "employee" shall mean all employees save and except foremen, persons above the rank of foreman, maintenance employees, office and sales staff, and students employed for the school vacation period.

Section 1.3 - Effective Date

~~The effective date of this Agreement shall be January 1, 1986 and the terms shall be from this date to December 31, 1988.~~

Section 1.4 - Intent and Purpose

The general purpose of this Agreement is to establish mutually satisfactory relations between the company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement,

ARTICLE 2

UNION SECURITY

Section 2.1 - Maintenance of Membership

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.

section 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

Section 2.3 - Initiation Fee Deductions

All employees hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's Initiation Fees in instalments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The company agrees to remit such monies so deducted to the Head Office of the Local union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

section 2.4 (a) - Deduction of union Dues

The Company agrees for the duration of this Agreement to deduct from the first pay cheque each month the monthly dues of any employee covered by this Agreement and to remit such monies so deducted to the Head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union. In the case of an employee on Workmen's compensation, the checkoff shall indicate that such employee is on "W.C.B."

Section 2.4 (b) - Deduction of Arrears Items

The Union will notify the company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the company.

Section 2.4 (c) - Checkoff Lists

The Union will supply the Company with a supply of printed checkoff forms which shall provide a column for "Dues",

"Arrears in Dues", "Initiation and Re-initiation Fees". The Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

Section 2.4 (d) - Forms to be Signed by New Employees

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership Forms are returned to the Union, All forms shall be returned to the Union within seven (7) days from the date of hire.

Section 2.4 (e) - Scope of Union Dues Deductions

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees, In the event that a probationary employee fails to complete his probationary period, union dues will be deducted from his final pay cheque,

Section 2.4 (f) - Submission of checkoff

The checkoff and cheque for the Union dues deducted must be in the office of the Local union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the checkoff and cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary-Treasurer will, by registered mail, so notify the delinquent Company who will ensure that the Company remits the cheque within seven (7) days of receipt of the notification.

Section 2.4 (g) - T4 Slips

The Company shall show the yearly Union monthly dues deduction on employees' T4 slips.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 - Management Rights

The Union acknowledges that it is the exclusive function of the Company to:

- a) maintain order, discipline and efficiency:
- b) hire, discharge, promote, demote, suspend, or otherwise discipline employees, provided that a claim of an employee that he has been discharged, disciplined or otherwise unjustly dealt with may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- c) generally, to manage its business in all respects in accordance with its obligations to customers, subject to the provision of this Agreement;
- d) make and alter from time to time rules and regulations which are just and fair. The company agrees that it shall provide stewards with a copy of those rules and regulations which are made or altered by the Company from time to time. In addition, the Company will provide stewards with reasonable advance notice on the establishment of new rules or on amendments to current rules.

#### ARTICLE 4

##### DISCRIMINATION

##### section 4.1 - Canadian Charter of Rights and Freedoms

No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

##### Section 4.2 - Right of Access for union Representatives

Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided they do not interfere with the normal operation of the Company.

#### ARTICLE 5

##### STEWARDS

##### Section 5.1 - Right of Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint or otherwise select one (1) steward per shift.

Section 5.2 (a) - Pay for Processing Grievances during Working Hours

Wherever possible grievances shall be processed during the normal working hours of the steward. A steward shall receive his regular rate of pay when grievances or pending grievances are processed with the company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 5.2 (b) - Pay for Processing Grievances after Working Hours

If the Company representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the company.

Section 5.3 - Names and Changes of Stewards

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

Election 5.4 - Suspension or Discharge of Steward

The Company will notify the Union, by registered mail or telegram prior to the suspension or discharge of a steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension nul and void.

Section 5.5 - Steward's Seniority for Layoff

For the purpose of layoff, the steward shall be the second last man laid off. Where there is more than one (1) steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.

Section 5.6 - Access to Time Cards, etc.

For the purpose of processing specific grievances or disputes, Business Representatives and stewards shall have relevant time cards and personnel disciplinary records made available to them on request.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 - What Constitutes a Grievance

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

Section 6.2 - Grievance Procedure

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps by a conference between the aggrieved employee and his immediate supervisor. The grievor must be accompanied by a Union Steward if he so desires.

Section 6.2 (a) - Step 1 - Terminal Manager or Designate

Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor. The grievor shall be accompanied by a union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

Section 6.2 (b) - Step 2 - Area Manager or Designate

Failing settlement at the above step, the Terminal Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the Area Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the local of the terminal involved unless otherwise agreed. The Area Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

Section 6.2 (c) - Step 3

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an arbitration board as outlined below.

Section 6.3 - Procedure for Union or company Grievance

In the event the union *or* the company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement and, by such notification, arrange a meeting within fourteen (14) calendar days between the Area Manager or his designate and a duly accredited principal officer of the Local union or his designate. should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Article 6.

Section 6.4 - Discharge and Suspension Grievance

Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 6.2 (b).

Section 6.5 - Procedure for Arbitration

It shall be the responsibility of the party desiring arbitration to so inform the other party in writing in the case of:

- (a) an employee grievance within fourteen (14) calendar days after the Area Manager or his designate has rendered a decision or failed to render a decision as provided for in Section 6.2 (b);
- (b) a Company grievance within fourteen (14) calendar days after the meeting with the Union representative;
- (c) a Union grievance within fourteen (14) calendar days after the meeting with the Company's representative;

All time limits as specified herein for the Grievance or Arbitration Procedures may be extended, but only by mutual agreement confirmed in writing.

A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's nominee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairman shall be appointed by the respective nominees. should either party fail to name their nominee within the required seven (7) calendar days or should the nominees fail to select a Chairman within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Provincial or Federal Minister of Labour to make, the appropriate appointment.



Section 6.6 - Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement, or substitute any new provisions in this Agreement, or substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board,

Section 6.7 - Expenses of Board Members

Each of the parties hereto will bear the expense of their nominee to the Board of Arbitration and the parties will equally bear the fees and the expenses of the chairman.

Section 6.8 - Responsibility for Payment

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

Section 6.9 - Payment of Settled Monetary Grievance

All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

Section 6.10 - Right of Employee to be Accompanied by a Union Official

Any employee covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance must, upon request, be accompanied by a steward or Business Representative,

Section 6.11 - Right of Union when Grievances are Settled or withdrawn

A grievance, once submitted in writing, shall not be Withdrawn when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

Section 6.12 - union Activities

The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of management, notwithstanding Article 6.

ARTICLE 7

UNION COMMITTEES

Section 7.1

The Company recognizes the right of the Union to appoint or otherwise select both a negotiating committee and a grievance committee and the company undertakes to recognize and deal with both those committees, These committees shall consist of reasonable numbers.

ARTICLE 8

SENIORITY

section 8.1 - Terminal seniority

Seniority shall be terminal wide and include all persons in the bargaining unit working at the terminal and on the terminal payroll.

Section 8.2 - Purpose Of Seniority

The purpose of seniority is to provide a policy governing work preference, layoffs and recalls.

Section 8.2 (a)

In the event of a layoff, the company shall consider:

- (1) the seniority of the employees;
- (2) the qualifications of the employees, where the qualifications are sufficient, the employee's seniority shall be the determining factor,

Section 8.2 (b) - Test to Determine Qualification8

In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given a test to determine if he is qualified.

section 8.3 - Posting of seniority List

A seniority list containing the name and starting date of employees will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for stewards and Business Representatives. A seniority list containing the names and addresses of employees as contained in the records of the company will be

prepared and forwarded to the Local Union Office annually during September of each year.

Section 8.4 - Probationary Period

Employees shall be considered probationary until placed on the Seniority list. Once an employee has exceeded twenty-four (24) hours in any one work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for forty-five (45) working days during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the forty-fifth (45th) working day, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his probationary period.

Part time employees will become probationary employees if they exceed eight (8) hours in any one (1) day. Part time employees exceeding twenty-four (24) hours in any one (1) week will not become probationary employees when used to replace absent regular employees.

Section 8.5 - Retention of seniority After Promotion

Employees promoted to supervisory position or positions not subject to this Agreement will retain their seniority after promotion for a period of one hundred and eighty (180) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

Section 8.6 - Reasons for Termination of Employment

An employee's employment shall be terminated for any of the following reasons:

- (a) if an employee voluntarily quits;
- (b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the company will notify the employee by registered mail to his last known address

- to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- (d) if he takes employment other than that declared and agreed upon when applying for a leave of absence;
  - (e) if an employee is absent from work for three (3) consecutive working days without leave or without supplying to the Company a justifiable reason for his absence;
  - (f) if an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive working months;
  - (g) absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall then notify the Company when he is able to return to work.

#### Section 8.7 - Leave of Absence Provieion

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

#### Section 8.8 - Notice of Return to Work

An employee who is reporting back to work after an absence from work, must notify a supervisor prior to the close of the previous day of his intention to report for work unless unusual circumstances prevent the employee from supplying this information. The guarantee of work provided under this Agreement shall not apply to an employee who does not so report. However, this notice requirement does not apply in the case where an employee indicates he will be absent from work for one day and is only absent for that one day.

#### Section 8.9 - Political office

Any employee who is elected to a full time municipal, provincial or federal government office shall be granted a leave of absence in order to allow him to fulfill his elected duties.

ARTICLE 9

STRIKES LOCKOUTS AND PICKET LINES

section 9.1 - strikes and Lockouts

During the term of this Agreement, there shall be no lockout by the Company or any strike, sitdown, work stoppage or Suspension of work either complete or partial for any reason by the employees,

Section 9.2 - Picket Lines

The Company acknowledge8 the right of the employees to recognize and refuse to cross a picket line,

section 9.3

The Union recognizes the right of the company to protect its business and tho property of its customers.

section 9.4

Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket lino activity and that the company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees or the Union,

Section 9.5

In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 10

MERGERS

Section 10.1 - Mergers

If the Company acquires the business of any other employer and such operations are merged, the seniority of all regular employees will be determined by agreement between the Company and the union.

ARTICLE 11

LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

Section 11.1 - Leave of Absence for Employees to Work with the Teamsters Union

The Company agrees to grant to all present employees who are on leave of absence and all future employees of the Teamsters Union an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with their respective Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

section 11.2 - Leave of Absence for union Activities

Leave of absence without pay will be granted to employees who attend Union activities provided that prior written notice of at least two (2) working days has been given to the Company of the request for such leave and provided further that the number of employees requesting leave at any one time shall not be unreasonable so as to curtail the operations of the Company.

ARTICLE 12

EXTRA CONTRACT AGREEMENTS

Section 12.1 - Extra contract Agreements

It is agreed that neither party' to this Agreement shall enter into any Agreement or contract with the employaes which conflicts with the term8 and provisions of this Agreement.

ARTICLE 13

NEW TYPES OF EQUIPMENT AND RATE OF WORK

Section 13.1 - Establishment of Rates for New Types of Equipment or New Categories of work

When 'new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such opetations shall be

subject to negotiations between the parties, In the event of failure to reach agreement on such rates, the question shall be referred to arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

#### ARTICLE 14

##### BULLETIN BOARDS

###### Section 14.1 - Bulletin Boards

The company agrees to permit posting of any notices of union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

#### ARTICLE 15

##### EQUIPMENT

###### Section 15.1 - Equipment Safety

It is to the mutual advantage of both the company and the employee that employees shall not operate equipment which are not in a safe operating condition and not equipped with the safety appliances required by law. Equipment declared unsafe by a foreman will not be put back into service until necessary repairs have been completed.

###### Section 15.2 - Tool allowance

At the time of the signature of this agreement, the Company will provide every regular employee with a hammer, a measuring tape and a holster. From that day, each regular employee will replace any lost or broken hammer and/or measuring tape on his own. The Company will pay each regular employee a tool allowance of twenty-five dollars (\$25.00) every six (6) months.

ARTICLE 16

SAFETY AND HEALTH

Section 16.1

The company and the Union recognize the importance of promoting safe working condition<sup>6</sup> and the safe handling of equipment at all time. The company shall ensure that qualified first aid treatment is available on the premises during all hours of operations.

Section 16.2

It is understood that there is a specific obligation on the part of the employees to immediately report to the company any accident which involves damage to any vehicle or equipment or Company property or damage to cargo being handled by any employee.

Section 16.3

In the event that an employee alleges the existence of any unsafe practices, condition<sup>6</sup> or equipment, the employee is obliged to report such practice, condition or equipment to the Company through the Foreman, The Company will undertake to investigate the allegation immediately and within reasonable time take whatever steps are deemed necessary to correct the unsafe practice, condition or equipment, The employee will not be required to operate equipment that is not in sound operating condition or work under conditions that are unsafe. The determination in respect to the condition of equipment (or unsafe conditions) shall rest with the Senior Supervisor.

Section 16.4

Employees may be required to submit to a medical examination at the Company's expense.

The Company and the Union agree to co-operate so as to deal with any case of an employee who returns after being under Workmen's Compensation in the event that a further medical certification is reasonably required before the employee comes back to work or remains at work.

Section 16.5

The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices and other equipment deemed necessary by the Company to safeguard employees from injury shall be provided by the Company.



Section 16.6

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury providing he is not receiving compensation pay for that day. If the injury prevents the employee from driving his vehicle, the Company shall supply his transportation directly from work premises to a hospital or doctor, and from there to his residence.

Section 16.7

Adequate protective rainwear will be provided by the company to employees required to open and close boxcars and to forklift operators,

Section 16.8

A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of the company and of the Union which shall identify potential dangers, recommend means of improving the health and safety of employees. The Committee shall meet at least once a month. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the company and the union.

Section 16.9

The Company will supply safety boots to a maximum of seventy-five dollars (\$75.00) per calendar year to employees required by the Company to wear same.

Section 16.10

The Company shall supply and maintain proper safe dock plates.

ARTICLE 17

GENERAL HOLIDAYS

Section 17.1 (a) - General Holidays

The following paid holidays shall be granted with pay to all regular employees covered by this Agreement:

New Year's  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

One (1) additional holiday will be added to the above nine (9) paid holidays. The day shall be determined by mutual arrangement in the month of November to be either the normal working day preceding Christmas Day or the normal working day following Boxing Day.

Section 17.1 (b) - Floating Holidays

Three (3) floating holidays will be added to the above paid holidays and observance will be mutually agreed by the Company and employees.

Employees hired after ratification date will be entitled to floating holidays based on the number of calendar quarters worked.

In the event a Government establishes a new holiday(s) which the Company decides to observe, a floating holiday(s) will be replaced by the new holiday(s).

Section 17.2 - Pay for General Holidays

All regular employees shall be paid eight (8) hours regular hourly rate as holiday pay for each paid-off holiday that falls within the terms of this Agreement provided that:

- a) The employee has been in the employ of the Company forty-five (45) working days.
- b) The employee has not been laid off for a period longer than fifteen (15) calendar days prior to the General Holiday.
- c) The employee works on the normal shift preceding and on the normal shift following the holiday.
- d) The employee is absent, with the consent of the Company or in cases of medical or proven sickness for which the employee is not receiving Workmen's Compensation or Weekly Indemnity.

Section 17.3

If an employee is required to work on any of the Paid Holidays listed above, he shall receive pay at two (2) times his normal rate for the time actually worked, together with any Paid Holiday pay to which he would be entitled under this Agreement. In performing any services on a Paid Holiday, an employee must receive a minimum of four (4) hours' pay and any time worked by an employee on a Paid Holiday before or after the regular starting and quitting times shall be paid for at two (2) times his normal rate.

section 17.4

In order to retain continuity of service, it is understood that the Company may declare an alternative day as bring the Paid Holiday to replace one of the specific days listed in this Agreement, provided, however, that in so doing, the Company shall give adequate prior notice to the Union and to the employees.

Section 17.5

In the event that a Paid Holiday, when celebrated, falls on the regular days off of an employee between Monday to Friday inclusive, the employee shall be given an alternative day off as his rest Bay.

ARTICLE 18

VACATIONS

Section 18.1

All employees with less than one (1) year of employment shall receive vacation with pay in accordance with the minimum requirements of the applicable Government regulations.

Section 18.2

Employees who have completed one (1) year's employment with the Company as of July 1st, shall receive a vacation with pay of two (2) weeks and they shall receive for vacation pay an amount equal to four per centum (4%) of gross earnings.

Section 18.3

Employees who have completed four (4) years of employment with the Company by July 1st in any year will receive a vacation with pay of three (3) weeks and they shall receive for vacation pay an amount equal to six per centum (6%) of gross earnings,

Section 18.4

Employees who have completed nine (9) years of employment with the Company by July 1st in any year will receive a vacation with pay of four (4) Weeks, and they shall receive for vacation pay an amount equal to eight per centum (8%) of gross earnings.

Section 18.5

Employees who have completed fifteen (15) years of employment with the Company by July 1st in any year will receive a vacation with pay of five (5) weeks and they shall receive for vacation pay an amount equal to ten per centum (10%) of gross earnings.

Section 18.6

The choice of vacation periods shall be by seniority and the Company will ensure that all employees wishing to take their vacation during the summer vacation period of June, July, August, and September shall be allowed to, provided, however, that no more than seventeen per centum (17%) of the employees may be on vacation at any one time. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their seniority, provided, however, that no more than seventeen per centum (17%) of the employees are on vacation at any one time. It shall be the responsibility of the company to post a bid sheet on which employees may choose vacation periods and each employee will signify his vacation preference without undue delay. The final vacation schedule shall be posted by the Company not later than March 31st of each year, after which changes may be made only by mutual agreement of the Union and the company.

section 18.7

Vacation days will be exclusive of normal days off and paid holidays specified in the Agreement, unless otherwise mutually arranged.

Section 18.8

For the purpose of computing service qualification<sup>8</sup> of an employee to be entitled to vacations, total time off due to personal illness, layoff, or non-compensable personal injury or for the purposes of attending committee meetings up to fifty (50) working days in any calendar year shall not be deducted when computing service. In addition to the above time period, there shall be no deduction from service in the case of injury, for which the employee receives Workmen's Compensation. In any case of personal illness or non-compensable personal injury, the Company shall have the right to request a medical certificate from the employee.

Total time off in any calendar year in excess of fifty (50) working days as a result of personal illness, layoff, non-compensable personal injury or to attend committee meetings shall be deducted when computing service.

Section 18.9

An employee who leaves the employ of the Company for any reason when he has to his credit a period of accumulated vacation or an amount of vacation money to his credit in accordance with the terms of this Agreement shall receive the amount of unused vacation credit accruing to him and calculated to the date of his separation from the Company. Any such vacation credit shall be paid to him at the time of separation. It is understood, however, that any employee who leaves the company of his own accord is expected to give prior notice to the company of his intended action.

Section 18.10

An employee who is laid off shall be paid for any vacation credit still due him for employment in the previous year, and if not recalled to the company, will, upon application, be allowed pay in lieu of any vacation due him for the current year.

Section 18.11

An individual who:

- (1) leaves the Company of his own accord, or
- (2) is dismissed for cause and not reinstated in his former seniority standing within one (1) year of date of such dismissal,

will if subsequently returned to the Company, be required to again qualify for vacation with pay.

Section 18.12

It shall be compulsory for all employees to take their vacations during the period from July 1st to June 30th.

Section 18.13

All monies paid for vacation shall be paid by separate cheque.

ARTICLE 19

ALLOCATION AND HOURS OF WORK

section 19.1 - Allocation of Work

The Company shall have the authority to allocate the shift to personnel having due regard to seniority and qualifications and where qualifications are sufficient, seniority shall be the determining factor.

Section 19.2 - Preference for First Five (5) Days

Senior personnel shall have the preference to work on the first five (5) consecutive days of the week to the extent that it is consistent with the following condition:

- (1) the work week may commence on Monday or Tuesday.

Section 19.3

All employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half shift.

Section 19.4

When an employee is specifically requested to work overtime for two (2) hours or more, continuous with completion of that employee's regular tour of eight (8) hours duty, he shall be allowed without deduction of pay, thirty (30) minutes in which to eat, and will be allowed a coffee break of fifteen (15) minutes without loss of pay for each additional two (2) hours of overtime.

Section 19.05

The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 19.06

The normal hours of work shall be forty (40) hours per week comprised of eight (8) hours per day,

Any day shift shall commence between 6.00 hours and 11.00 hours except on Saturday, between 6.00 hours and 10.00 hours. Any afternoon shift shall commence between 12.00 hours and 16.00 hours. Any night shift shall commence between 23.00 hours and 2.00 hours.

The company may establish new shifts for the following reasons:

- (1) due to changes in arrival or departure times in railway cars at or from the terminal.
- (2) to meet requirements of any new customer.

(3) to meet the requirements of any change in volume.

The stewards will be given an opportunity to discuss these matters with the Company prior to the implementation of new shifts,

#### Section 19.7

A shift premium shall be paid for hours effectively worked by an employee at his regular straight time hourly rate as follows:

- (a) afternoon shift - \$0.25 per hour
- (b) night shift - \$0.50 per hour

A shift premium does not apply to any hours compensated at overtime rates and therefore there shall be no pyramiding of shift premium.

#### Section 19.8

An employee will be remunerated as follows for overtime work:

- (a) at one and one-half (1 1/2) times his regular hourly rate for hours worked in excess of eight (8) hours in any day.
- (b) at two (2) times his regular hourly rate for hours worked in excess of twelve (12) hours in any day.
- (c) at two (2) times his regular hourly rate for hours worked on Sunday.

#### Section 19.9 - Notice of change in Starting Times

Weekly work schedules shall be posted in advance and, except in the case of emergency, employees must be given forty-eight (48) hours prior notice of any change in starting time.

#### Section 19.10

Meal periods which shall not be considered as time worked will be assigned by the Company; such meal period will not exceed one (1) hour nor be less than thirty (30) minutes and shall be given between the ending of the third (3rd) hour and the beginning of the sixth (6th) hour after starting work.

Section 19.11

The company and the Union recognize that a certain amount of overtime is necessary to the welfare of the operation as a whole, and the parties agree that co-operation will ensure that such overtime should be worked in a manner designed to least inconvenience the Company and the individual employees. In the event of such overtime work being required, the following procedure will be followed:

- (a) Available laid-off employees will be given preference to make up their full week's pay and after that overtime will be rotated equitably among full-time regular employees as mutually agreed upon.
- (b) Overtime will be voluntary with the exception of the last working shift of the week in which overtime is mandatory, to a maximum of four (4) hours.
- (c) The Company will make every reasonable effort to notify employees concerned of contemplated overtime assignments as early as possible.

Section 19.12 - Call-In Guarantee

Employees covered by this Agreement called in for work shall be guaranteed not less than eight (8) hours' pay. On Sunday the guarantee shall be four (4) hours at two (2) times the regular rate of pay.

ARTICLE 20

SUPERVISORS

section 20.1 - supervisory Personnel

All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement, except where such work is for the purpose of instructing or training employees. When supervisors and foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

Section 20.2 - Leadhand

A "Leadhand" shall be defined as a person who may perform work and direct the work of other employees within the Dock Department and he shall be a Union member. He shall not have the authority to hire, fire or penalize. When a Leadhand is required to perform overtime work, he shall only enjoy work preference according to his seniority and qualifications as described in Article 19 and he shall not suffer the loss of the Leadhand premium. A Leadhand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his Company's seniority regardless of qualifications.



when Leadhands are to be appointed by Management, a bid will be posted, and the Leadhand will be selected according to qualifications and seniority. However, it will be the sole responsibility of management to make the final selection provided that when qualifications are equal, the senior man will be given the preference.

## ARTICLE 21

### STUDENTS

#### Section 21.1

Bona fide students may be hired on a full time basis for the summer months, May 1st to September 30th, and shall come under all pay regulations in this Agreement. They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of the Agreement shall apply. They shall not interfere with seniority rights and job conditions of full time employees. The Company shall indicate on the checkoff if such an employee is a student.

## ARTICLE 22

### PART-TIME HELP

#### Section 22.1

Part-time employees shall be defined as help supplied by any source to replace regular employees who are not available for work or when there is an increase in freight in any one (1) day and shall not be used to circumvent the hiring of full-time regular employees.

#### Section 22.2 (a) - Deduction of Dues

The Company shall deduct from all part-time employees from their first pay and each month thereafter an amount equal to the Union dues and such monies shall be forwarded to the Local union as outlined in Article 2 together with a list which shall show the names of persons for which the dues are remitted and the number of hours worked by such persons on an individual basis and the company shall indicate on the checkoff form that such employee is a part-time employee.

Section 22.2 (b) - Conditions

Where the hours of work of a part-time employee exceeds eight (8) hours in any one (1) day or twenty-four (24) hours in any one (1) week, such employees shall be considered a probationary employee and the conditions of this Agreement shall then apply.

Part-time employees will be limited to eight (8) hours per day. Part-time employees will not be limited to twenty-four (24) hours in any one (1) week when replacing absent regular employees and they will not become probationary employees.

Senior employees will be given preference on a replacement position exceeding one (1) week.

The company agrees not to use back to back shifts of part-time personnel in place of regular employees and nothing in this Article will be used to defeat the hiring of regular employees providing such are available.

Section 22.3

The company agrees that where it is necessary to use part-time employees, the following conditions shall apply:

- (a) laid-off employees shall be given the first opportunity for part-time work.
- (b) part-time employees shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.
- (c) no part-time employees will be used on the first shift of the week except as replacement for regular absent employees,
- (d) where the Union establishes that part-time help is being used where a regular employee could gainfully be employed, the Company shall replace part-time people with one (1) or more regular probationary employee(s).
- (e) in the event the company fails to comply with the requirements outlined in this Article the laidoff employees referred to therein may be entitled to payment for the time worked by part-time employees.
- (f) nothing in this Article shall be construed in such a manner that would prevent the company and the Union from meeting and mutually agreeing to rules governing part-time employees other than those outlined above. However, if there is no mutual agreement, the rules set out herein will apply.
- (g) where the Union feels that there is violation of the intent in the application of this Article, the company will meet to discuss the problem with the Union. If no amicable solution can be reached a grievance shall be submitted by the Union starting with Step 2 of the Grievance Procedure.

- (h) part-time employees are subject to the wage rates as indicated in Appendix "A", but are not otherwise covered by the provisions of this Collective Agreement.
- (i) part-time employees shall not operate forklifts while sufficient qualified regular employees on shift are available,

Section 22.4 - Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Shop Stewards to be supplied, on request, with a list of part-time employees and the number of hours worked by such persons on an individual basis.

Section 22.5

The Company shall supply the Local union with a list of all part-time employees on a monthly basis.

ARTICLE 23

HEALTH AND WELFARE

Section 23.1 - Health and Welfare

All regular employees shall be provided with the following insurance benefits to be paid for by the company:

Life insurance: \$30,000

Accidental death and dismemberment: \$30,000

Weekly indemnity: 1-4-52  
66 2/3% of basic earnings to the current maximum benefits available under U.I.C.

Long-term disability: - monthly benefit of \$1,000 maximum payable after the 53rd week of disability

- maximum duration 2 years

Dental care insurance: - preventive and routine treatments

- root canal treatments and pulp therapy

- gum treatments

Medical and hospital insurance: 100% of medical expenses over a deductible amount of \$10/year  
100% reimbursement for semi-private room charges

Prescription drug insurance: 100% reimbursement for prescription drugs

vision care plan: glasses \$75/every 24 months  
contact lenses \$200/every 24 months

Section 23.2

Ontario Health Insurance Plan premiums shall be paid by the Company for all employees with seniority.

Section 23.3 - sick Leave

- (a) All employees of the Company who have completed one (1) year of service on or after the signing date of this Agreement shall be entitled to sick pay equal to five (5) days per year,
- (b) Employees are entitled to two (2) days sick leave upon presentation of a doctor's certificate,  
  
Employees are entitled to the remaining *three (3)* days only to compensate for the waiting period prior to going on Weekly Indemnity.
- (c) Employees shall be granted parternity leave to assist their *wives* for the homecoming. Such parternity leave shall be deducted from the Sick Leave entitlement.

ARTICLE 24

PENSION

Section 24.1 - contributions and Administration

The Company will contribute fifty dollars (\$50.00) per month for each employee with seniority to the Ontario Short Haul Pension Plan, such contributions will be forwarded by the 15th of the month following the month for which they apply.

Employees and the company will be provided with full updated details of such Plan.

ARTICLE 25

GENERAL

Section 25.1 - Bereavement Pay

Regular employees shall be entitled, 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 to attend the funeral and make family arrangements. If any or all of the three (3) days are working days, the employee shall receive his regular rate of pay for his normal hours of work. One (1) additional day of paid leave may be granted if the employee must travel a reasonable distance out of town to attend the funeral. For the purpose of this Article, an employee's immediate family shall include his parents or step parents, wife or common-law wife, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother or grandfather. The employee shall be granted one (1) day bereavement leave for brother or sister-in-law to attend the funeral.

Section 25.2 - court Duty

Should an employee, who has completed his probationary period, be required to serve on jury duty or attend as a subpoenaed witness, the Company agrees to pay eight (8) hours pay per day at the regular hourly rate, less the amount of jury duty or witness pay received. For those employees on ten (10) hour shifts, the company agrees to pay ten (10) hours pay per day at the regular hourly rate less the amount of jury duty or witness pay received, providing the action involved is not against the company.

Section 25.3 - Invalidating Legislation

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto the relative section only of this Agreement shall be nullified.

Section 25.4 - Lunchrooms and Washrooms

The company agrees to provide clean, sanitary and adequate lunch rooms and washrooms and all rooms to be provided with fire exits as required by law and adequate heat. The Union agrees that employees shall treat their facilities with care and abide by company's rules established for the care and use of such facilities.

Section 25.5 - Pay for Training

Where the Company requires an employee to take further training, the employee will be paid for all time spent in training.

Section 25.6 - Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing and their pay will be mailed by registered mail to their last known address not later than the following pay day from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following pay day.

Section 25.7 - Parkins Facilities

The Company will provide adequate parking facilities for all employees at all new terminals and where packing facilities are presently being provided they will be maintained.

Section 25.8 - Appendices

Appendices "A", "B", "C", "D", and "E" inclusive form part of this Agreement.

Section 25.9

No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the Ontario Safety Act.

ARTICLE 26

DURATION

Section 26.1 - Duration

~~This Collective Agreement shall be in full force and effect until December 31, 1988.~~ In the event that either of the parties to this Agreement wished to amend or terminate the Agreement on December 31, 1988 then they shall give to the other party written notice of such desire between sixty (60) and ninety (90) days prior to December 31, 1988.

In the event that such notice is not given by either party, then, this Agreement shall automatically renew itself for a further term of one (1) year and it shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to amend or terminate the Agreement between sixty (60) and ninety (90) days prior to any anniversary date.

IN WITNESS WHEREOF, the parties have signed this 10th day of March 1986.

FOR THE COMPANY

C. Dami  
G. Tristano  
R. E. [Signature]  
[Signature]

FOR THE UNION

James White  
Mark Wiseman  
Daniel [Signature]  
John [Signature]

APPENDIX "A"

- | 1) <u>Wages rates</u> | <u>Jan 1/86</u> | <u>Jan 1/87</u> | <u>Jan 1/88</u> |
|-----------------------|-----------------|-----------------|-----------------|
| Forklift Operator     | \$13.65         | \$14.05         | \$14.55         |
| Dockman/Warehouseman  | 13.35           | 13.75           | 14.25           |
| Part-time employee    | 7.00            | 7.00            | 7.00            |
- 2) Any dockman or warehouseman who is designated as a leadhand shall receive a premium of ten cents (\$0.10) per hour above his regular rate.
- 3) All new employees hired shall start at a rate of ten per centum (10%) per hour below the above rates. After three (3) months of employment, the new employee shall receive the applicable job rate as outlined above,
- 4) If during the third (3rd) year of this Agreement the consumer Price Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for December 1987 and the Index figure for each month up to and including December 1988, then an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a cost of living allowance of ten cents (\$0.10) per hour for all hours actually worked, from the beginning of the first pay period following the first day of each such month to the end of the pay period which includes the last day of each such month.



APPENDIX "B"

RULES AND REGULATIONS

- 1) For disciplinary measures, all infractions to Rules and Regulations shall be removed from the employee's record after fifteen (15) months,
- 2) Any employee requested to sign for the receipt of an incident report must be accompanied by a steward if he so desires.
- 3) All penalties and reprimands must be issued to the employee within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered nul and void.

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN

CLARKE TRANSPORT CANADA INC.

AND

TEAMSTERS UNION LOCAL 938

- 1) If a majority of employees (at least 40%) wish to establish a Credit Union, the Company will make payroll deductions and remit same to the Credit Union.
- 2) The company will maintain its present payroll procedure for the duration of this agreement. Yet, if any technical changes require modifications of the procedure, the Union will receive at least a three (3) month notice.

FOR THE COMPANY

        G. Davis          
        T. Tricillo        
        R. E. [unclear]      
        [unclear]        

FOR THE UNION

        James White        
        Mark Wiseman       
        Daniel Dineen      
        John Bunn

APPENDIX "D"

LETTER OF UNDERSTANDING

BETWEEN

CLARKE TRANSPORT CANADA INC.

AND

TEAMSTERS UNION LOCAL 938

It is agreed by the company and the Union that existing part-time employees hired before February 20, 1986 shall be paid at a rate of eight dollars and thirty-five cents (\$8.35) per hour.

FOR THE COMPANY

G. Davis  
T. Trickett  
R. S. Leaf

FOR THE UNION

James White  
Mark Wiseman  
David Dunlop  
John Brannon

