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NO. OF EMPLOYEES	11	
PREPARED BY	RW	

COLLECTIVE AGREEMENT

between

YELLOW FREIGHT SYSTEM OF ONTARIO INC.  
COVERING LTL DIVISION OFFICE EMPLOYEES

(hereinafter referred to as the "Company")

and

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

(hereinafter referred to as the "Union")

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**ARTICLE 1**

**PREAMBLE AND RECOGNITION**

**Section 1.1 - Recognition**

The Company recognizes the Union as the exclusive bargaining agent for all office and clerical employees of the Toronto area of Ontario Inc. working in the TL Division at the Toronto Kennedy Road, Mid-Con and a number of one other plants in the Toronto area, excluding dispatchers and the rank and file staff. Automotive employees are precluded from the office and clerical work in the Toronto area.

**Section 1.2 - Section Headings**

The Section Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation of this Agreement.

**Section 1.3**

Where used in this Agreement, and where applicable, the male pronoun shall be deemed to include the female pronoun.

**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 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 last 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.

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

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** and Health and Welfare Enrolment **Forms**, all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Application 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 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 annual total of Union dues **deducted** each month on employees' T4 slips.

**ARTICLE 3**

**MANAGEMENT FUNCTIONS**

**Section 3.1 - Management Functions**

The Union recognizes that the Company has the right to manage the business, to exercise all the prerogatives of management and, without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

Rules and Regulations shall be negotiated and form part of this Agreement.

**Section 3.2 - Rights of Employees**

The above clause shall not deprive the employees of the right to exercise the Grievance Procedure as outlined in the Agreement.

**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 Business Representatives**

Representative<sup>6</sup> 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. Visiting Representatives of the Local Union shall make their presence known to Local Management

**ARTICLE 5**

**STEWARDS**

**Section 5.1 - Right of the Union to Appoint Stewards**

The Company acknowledges the right of the Union to appoint the necessary stewards. It is understood that the Union will not appoint an excessive number of stewards.

**Section 5.2 (a) - Pay for Processing (**

Wherever possible, grievances shall be processed during the normal working hours of the steward. In any event, 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) - Limitation in Payment of Stewards**

The provisions as outlined in Section 5.2 (a) above are not subject to any Hours of Work provisions in this Agreement.

**Section 5.2 (c) - Steward's Duties**

Should the Company find that a steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance.

**Section 5.3 - Names and Changes of Stewards**

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

**Section 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 null and void.

Section 5.5 - Steward's Seniority for Work

For the purpose of layoff and the allocation of overtime, as specifically set out in Section 18.6, the steward shall be established on the appropriate seniority list as "second". The steward however shall not use the steward's seniority for the purpose of vacation preference, job openings or shift changes.

Section 5.6 - Time Cards

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 as soon as possible but not to exceed three (3) days, at the terminal during the office hours of the Company.

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, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms 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 Procedure and determined, if necessary, by Arbitration.

6.1 Procedure

There shall be an earnest effort on the part of both parties to settle such grievances promptly in the following steps :

**Section 6.2 (a) - Step 1**

By a conference between the aggrieved employee and his immediate supervisor. Failing settlement, the grievance must be submitted in writing to the Branch Manager or his designate 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, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for OHIP premiums or Health and Welfare Benefits, where such premiums or benefits have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of Article 8. 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) - General Manager or Designate**

Failing settlement at the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General 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 terminal unless otherwise agreed. The General 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)**

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 General 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 Section 6.2 (c).

**sec ' n. .4 ... — ion Grievances**

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 General 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.

A notice of intent to arbitrate under the foregoing provisions 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 a 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 Federal Minister of Labour to make the appropriate appointment.

**Section 6.5 - Procedure for Arbitration - continued**

The grieving party may elect to proceed to a single arbitrator when sending the referral to arbitration. Should the parties fail to agree on a single arbitrator within thirty (30) days of the referral to arbitration, either party may request the Federal Minister of Labour to name one.

**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 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 expenses 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. However, the aggrieved employee shall suffer no loss of regular pay for the reasonable time spent in his grievance meeting with the Company.

**Section 6.9 - Payment: 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 may, 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 or settled when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

ARTICLE 7

STRIKES, LOCKOUTS AND PICKET LINES

Section 7.1 - Strikes and Lockouts

During the term of this Agreement, there shall be no lockout by the Company or any strike, slowdown, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.

Section 7.2 - Picket Lines

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to cross a primary picket line.

ARTICLE 8

SENIORITY

Section 8.1 - Office Seniority

There shall be separate seniority lists established for Kennedy Road, Mid-Con and a maximum of one other location in the Toronto area.

In the event of an additional opening at any of the above locations, qualified employees at the other location(s) will be eligible for the opening in order of seniority before the Company hires from the outside.

In the event of a shortage of work at any location, employees who are subject to **layoff** shall after losing a maximum of five (5) consecutive days work be permitted to bump junior employees at any other location. Employees may elect to take the layoff instead of bumping another employee.

**Section 8.2 - Purpose of Seniority**

The purpose of seniority is to provide a policy governing layoffs, recalls, the filling of job openings, vacation scheduling and the allocation of work as specifically provided in this Agreement.

**Section 8.2 (a)**

In all applications of seniority, it is agreed that seniority will be subject to the qualifications of the senior employee to do the job available, and when this factor is relatively equal seniority shall govern.

When the Company questions the qualifications of an employee, the employee must be given a thirty (30) day trial period to establish that they can perform the job. During this period but not before fourteen (14) days, the parties may agree that the employee will not qualify and the trial period will be terminated.

**Section 8.3 - Posting Of Seniority List**

The 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 boards with sufficient copies for stewards and Business Representatives. Seniority lists containing 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**

An employee shall be considered probationary until placed on the appropriate seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a Probationary basis for forty-five (45) calendar 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) calendar day, the employee shall either be terminated or placed on the appropriate seniority list as of the date of commencement of his probationary period.

Section 8.5 - Retention of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of ninety (90) 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 and he shall lose his seniority standing and his name shall be removed from the seniority list 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 an employee overstays a leave of absence granted by the Company and the Union without securing an extension in writing of such leave of absence or 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 without securing a leave of absence for more than three (3) consecutive working days;
- f) if an employee is laid off and not recalled for a period extending beyond thirty-six (36) working months;
- g) if an employee officially retires.

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Section 8.7 - Leave of Absence Provision

Leave of absence in excess of thirty (30) days will not be granted until a request for same is submitted in writing to both the Union and the Company and mutually agreed upon.

Section 8.8 - Provisions for Retention of Employee's  
Seniority during Sickness, Injury or Pregnancy

Absence due to bona fide illness, injury or pregnancy shall not be cause for discharge or **loss** of seniority providing the Company is notified of such illness, injury or pregnancy. The employee shall notify the Company when he is able to return to work. Pregnancy and child care leave will be granted in accordance with the provisions of the Canada Labour Code.

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

MERGERS

Section 9.1 - Mergers

In any instance where a merger takes place or the **Company** purchases the operating rights of another Company, the seniority of the employees shall be decided by mutual agreement.

ARTICLE 10

MOVEMENT OF WORK

Section 10.1

No employee in the bargaining unit will be laid off or lose any hours of work as a result of the movement of bargaining unit work from the terminal office.

Thirty (30) days prior to moving any work from any location covered by this agreement, the Company shall advise the Union in writing. During the thirty (30) days prior to the movement of work, the parties shall meet and resolve what employees will be moved with the work. Employees who move under the provisions of this clause shall be slotted into the new location with their seniority and the Union contract shall be applied at the new location. Employees moving under these provisions shall be given thirty (30) days notice or pay in lieu thereof.

ARTICLE 11

LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

Section 11.1 - Leave of Absence for 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 the Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

ARTICLE 12

MEDICAL EXAMINATIONS

Section 12.1 - Provisions for Medicals

- a) A medical examination may be required by the Company in individual cases where there is reasonable justification and such medical examinations shall be promptly complied with by the employee provided, however, that the Company shall pay for all **such** examinations. The Company reserves the right to select its own medical examiner or physician. A report of the examination will be made available to the employee through the doctor designated by the employee.
- b) Wherever possible, **any** medical examination required by the Company must be taken during the employee's normal working hours and in all such cases, the employee will be given a minimum of one (1) day's notice, and will be paid for the time involved and **thus** not lose any pay as a result of his taking such medical examination. The Company shall provide transportation to and from any medical examination and any other expenses authorized by the Company shall be paid by the Company.
- c) If a medical examination must be taken outside normal working hours, the employee will be given a minimum of three (3) days' notice and shall be paid seven dollars and fifty cents (\$7.50).
- d) The provisions of Section 12.1 do not apply to pre-employment medicals.

**ARTICLE 13**

**EXTRA CONTRACT AGREEMENTS**

**Section 13.1 - Extra Contract Agreements**

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

**ARTICLE 14**

**NEW CATEGORIES OF WORK**

**Section 14.1 - Establishment of Rates for New Categories of Work**

When new categories of work for which rates of pay are not established by this Agreement are put into effect, rates governing such categories of work 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 as soon as possible and the rates as determined shall apply from the first **day** the categories of work were put into effect.

The rates of pay agreed by the parties or as determined by Arbitration shall be consistent with the rates of pay established by this Agreement for jobs of similar responsibility.

**ARTICLE 15**

**BULLETIN BOARDS**

**Section 15.1 - 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 16**

**GENERAL HOLIDAYS**

**Section 16.1 - General Holidays**

The following General Holidays will be observed:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Day Before Christmas  
Christmas Day  
Boxing Day  
Day After Boxing Day  
New Year's Eve

**Section 16.2 - Alternate Day**

When one of the observed General Holidays falls on a Saturday or a Sunday, the day proclaimed by the Federal or Provincial Government shall be the day **observed**. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined in Section 16.3. General Holidays falling on any day may be observed on a different day by mutual agreement between the Company and the Union.

**Section 16.3 - Pay for General Holidays**

All employees shall be paid one (1) day's pay at the regular rate providing :

- a) they have been in the employ of the Company forty-five (45) calendar days;
- b) they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday.

Section 16.4 - General Holidays for Day Shift Employees

General Holidays for day shift operations shall be the day proclaimed or mutually agreed upon. Employees required to work on the General Holiday **shall** be paid at the appropriate overtime rate of pay in addition to **the** General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above **the** guarantee.

Section 16.5 - General Holidays for Night Shift Employees

General Holidays for night **shift** employees shall **be** the shift commencing on the day proclaimed or mutually agreed upon. Employees required to work on the General Holiday **shall** be paid at the appropriate overtime rate of pay in addition to **the** General Holiday pay.

Section 16.6 - General Holidays During Annual Vacation

**Any** of the General Holidays **as** listed falling within an employee's annual vacation **shall** be paid in addition to the employee's annual vacation pay and **the** employee shall **be** given the extra day off immediately following his vacation.

Section 16.7

No employee shall be required to report to **work** on a General Holiday.

**ARTICLE 17**

**VACATIONS WITH PAY**

Section 17.1 - Vacation Pay for Employees with  
**Less than One (1) Year of Employment**

All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Code.

Section 17.2 - Vacation for Employees with One (1)  
**Year of Employment**

Employees **who** have completed one (1) year of employment shall receive two (2) weeks vacation with pay.

Section 17.3 - Vacation for Employees with Five (5)  
**s of Employment**

Employees who have completed five (5) years of employment by December 31st in any year shall receive three (3) weeks vacation with pay; however, if an employee has not completed his five (5) years of employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.

Section 17.4 - Vacation for Employees with Ten (10)  
**Years of Employment**

Employees who have completed ten (10) years of employment by December 31st in any year shall receive four (4) weeks vacation with pay; however, if an employee has not completed his ten (10) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10th) anniversary date of employment.

Section 17.5 - Vacation for Employees **with** Eighteen  
**(18) Years of Employment**

Employees who have completed eighteen (18) years of employment by December 31st in any year shall receive five (5) weeks vacation with pay; however, if an employee has not completed his eighteen (18) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

Section 17.6 - Vacation for Employees with  
Twenty-five (25) Years of Employment

Employees who have completed twenty-five (25) years of employment by December 31st in any year shall receive **six** (6) weeks vacation with pay; however, if an employee has not completed his **twenty-five (25)** years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his **twenty-fifth (25th)** anniversary date of employment.

Section 17.7 - Amount of Vacation Pay

Vacation pay shall be calculated at four per centum (4%) of annual earnings for the first five (5) years of employment and after five (5) years of employment, it shall be calculated at two per centum (2%) of annual earnings for each week of vacation entitlement.

Section 17.8 - Vacation Pay for Employees  
Terminating Employment

Those employees whose employment is severed for any reason shall receive on the date of severance or **as** soon as possible thereafter vacation pay credits due in accordance with their length of service as outlined above.

Section 17.9 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority and the Company guarantees that all employees wishing to take their vacation during the period June 15th to August 31st shall be allowed to do so. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer period shall be allowed to do so in accordance with their seniority.

Vacation lists shall be posted on January 2nd of each year and employees shall designate their choice of vacation time before March 15th. The Company shall post the final vacation schedule by April 1st and it shall remain posted for the balance of the year. If an employee fails to designate his choice of vacation on 'such listing while posted, vacation time shall be granted at the Company's discretion.

Section 17.9 - Vacation Periods and Qualifications continued

- a) Employees qualified for more than two (2) weeks vacation will be restricted to two (2) weeks during the recognized summer vacation period.
- b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called in to work.
- e) The Company agrees that a minimum of fifteen per centum (15%) of the employees may be on vacation at any time.

Section 17.10 - Separate Cheque for Vacation Pay

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

Section 17.11 - Vacation Pay for Regular Employees on Short Time

Vacation pay will be computed at the rate of two per centum (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours pay per week of vacation provided he has worked fifty per centum (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. The provision shall only apply to employees on short time due to layoff, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

Any employee hired prior to the date of ratification of this agreement shall be subject to payment of vacation pay under this clause. Employees who are hired after the date of ratification of this agreement shall not qualify for payment under Section 17.11 unless they have completed a full year of service prior to July 1st.

**ARTICLE 18**

**ALLOCATION AND HOURS OF WORK**

**Section 18.1 - Allocation of Work**

The Company shall have the authority to allocate and assign the work to employees having regard to the seniority of the employees.

In the event there is work temporarily available on a continuing basis for more than three (3) hours per day in a higher rated classification, the Company will make every reasonable effort to assign such work to the senior qualified employee in a lower rated classification.

An employee working in a higher rated classification for three (3) hours or more per day shall receive the appropriate top classification rate.

The standard work week shall be five (5) consecutive days of eight (8) hours per day.

**Section 18.2 - Saturday and Sunday**

Overtime at the rate of one and one half (1½) times the regular hourly rate shall be paid for all work performed after 8:00 a.m. on Saturday and all day Sunday, excluding two (2) day shift employees on a Tuesday to Saturday shift.

**Section 18.3 - Overtime Pay**

All employees shall be paid at the rate of one and one half (1½) times their regular hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

When General Holidays occur within the scheduled work week, the weekly limitations after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays in accordance with Section 16.3. All time paid for employees called in on a General Holiday shall be paid at the appropriate overtime rate of **pay**, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 18.4 - Coffee Breaks

Employees will take a fifteen (15) minute coffee break in the first half of their shift and a similar break in the second half of their shift without loss of pay as a result.

Section 18.5 (a) - Lunch Period

The lunch period shall be one half ( $\frac{1}{2}$ ) hour and shall be taken between the fourth (4th) and sixth (6th) hour.

Section 18.5 (b) - Overtime Lunch Break

When an employee is specifically requested to work overtime, he will be given an overtime lunch break not to exceed fifteen (15) minutes without loss of pay before such overtime commences. If the overtime is anticipated to be three (3) hours or more, the employee will be given an overtime lunch break of thirty (30) minutes without loss of **pay** before such overtime commences.

Section 18.5 (c)

Notwithstanding the provisions of Section 18.4 **and** Section 18.5 the Company and the Union may agree to the implementation of a work day consisting of **a** straight eight (8) hour shift with two (2) twenty minute paid breaks.

Section 18.6

Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner :

- 1) to the senior available employee on duty who normally performs the work provided however, that the senior employee may decline the overtime if there are junior, on-duty employees who normally perform the work:
- 2) to the senior available employee on duty who is qualified to perform the work provided however, that the senior employee may decline the overtime if there are junior on-duty employees who are qualified to perform the work;
- 3) when no-one is available under (1) or (2) or in the event additional personnel are required, off-duty qualified employees will be offered the work in order of seniority commencing with those employees who normally perform the work:

Section 18.6 continued

- 4) whenever possible the Company shall offer overtime to on-duty employees at the start of the employee's shift.

Employees who are on duty may not be compelled to work more than one (1) hour of overtime per day and off-duty employees may not be compelled to report for overtime work. Overtime work shall be defined as hours worked in excess of eight (8) hours per day or forty (40) hours per week or work done on a General Holiday.

Section 18.7

In the event the Company improperly starts a junior employee on a shift ahead of a senior employee in the same classification, the Company shall compensate the senior employee an amount of money equal to the difference between the two (2) starting times which shall be at the regular rate providing the employee works the assigned shift.

Section 18.8

In the event a full-time employee is requested to report before his regular shift, all his time prior to his regular starting time shall be considered overtime and shall be **paid** at the overtime rate and his regular day will commence at his regular starting time.

Section 18.9 - Notice of Change of Shift Start Time

The Company must establish regular shifts for all employees which shall not be changed without seven (7) days posted notice. In the event that the change in start time is one (1) hour or more, the employee will be permitted to exercise his seniority. In the event of a proven operational emergency, shifts may be changed with less than the seven (7) days posted notice.

Section 18.10 - Notice of Layoff

All full-time employees will be provided with three (3) days notice of layoff or they will receive three (3) days pay in lieu thereof provided, however, that such notice will not be given in the event that the layoff is a result of a strike against the Company.



**Section 18.11 - Preference for First Five (5) Days**

Senior personnel shall have the preference to work on the first five (5) days of the week to the extent that it is consistent with the foregoing conditions. The work week shall commence on Monday, except for a maximum of two (2) day shift employees who may be regularly scheduled to work a Tuesday to Saturday work week.

**Section 18.12 - Full time Call-In Guarantee**

Employees called in for work shall be guaranteed the equivalent of eight (8) hours pay.

**Section 18.13**

The Company agrees that training on other jobs is desirable for both employees and the Company. In keeping with this, the Company agrees that whenever possible, training will be provided.

**ARTICLE 19**

**JOB OPENINGS**

**Section 19.1**

Any permanent job opening that occurs must be posted for three (3) working days in the office so that employees may have an opportunity to apply for such opening.

**Section 19.2**

Employees who apply for such a job opening will be given the first opportunity to fill the **job** opening on the basis of their seniority and qualifications.

**ARTICLE 20**

**SUPERVISORS**

**Section 20.1 - Supervisory Personnel**

Supervisors are primarily responsible for supervising and it is agreed that no supervisor or other person excluded from the bargaining unit will perform bargaining unit work so as to result in any loss of regular hours or any loss of overtime hours providing a bargaining unit employee who regularly performs such work is willing and able to perform such work on an overtime basis at the time the work is required. When supervisors are appointed, a notice to that effect will be posted and maintained on a bulletin.

**ARTICLE 21**

**PAY PERIOD**

**Section 21.1**

The interval between pay days shall be no longer than one (1) week. At the time that an employee receives his pay cheque, the Company shall not retain possession of more than fourteen (14) days accrued wages.

**Section 21.2 - Issuance of Pay Cheques Prior to**  
**~~Saturday or General Holidays~~**

The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall have at least one (1) full banking day prior to a Friday or a General Holiday.

**Section 21.3 - Pay for Night Shift Employees**

Night Shift employees will receive their pay cheques prior to the completion of their last scheduled shift and in accordance with Section 21.2. This shall mean they will receive their pay cheques no later than the end of their shift which commences on Thursday. In a week where a General Holiday falls on a Friday, they will receive their pay cheques no later than the end of their shift which commences on Wednesday. This clause shall not apply in the event of emergencies beyond the Company's control.

**Section 21.4 - Shortages**

Minor Shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of twenty-five dollars (**\$25.00**) will be paid immediately.

**ARTICLE 22**

**SICK LEAVE**

**Section 22.1**

Each seniority employee shall be entitled to one half ( $\frac{1}{2}$ ) days paid sick leave for each completed calendar month worked. In the event an employee has not utilized his entitlement by December 31st of each year (commencing December 31st, 1988) the employee will receive a lump sum payment equal to his unused entitlement paid at the employees rate of pay on December 31st. For the purpose of this Article a "completed calendar month worked" **shall** be defined as a month in which an employee worked or was on vacation at least ten (10) days, commencing with the date of hire as a probationary employee.

**ARTICLE 23**

**CASUAL HELP**

**Section 23.1 - Definition**

A casual employee is an individual who is not on the regular seniority list and **who** is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual. Casuals shall not have seniority status and shall not be discriminated against for future employment.

Replacement casuals may be utilized by the employer only to replace regular employees when such regular employees are off due to illness, vacation or other absences.

Supplemental casuals may be used to supplement the regular work force as provided for herein:

- (a) Supplemental casuals may be used over and above the bid complement for a total of eighty **(80)** hours per calendar month.
- (b) If the Company uses supplemental casuals in excess of that which is provided in part (a) above, the employees will add one probationary employee for each eighty (80) hours violation.

Casual Help - Section 23.1 - Definition - co

- (c) A monthly list of **all** casual employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall include:
- (1) The name and address of each casual and the monthly dues;
  - (2) The Social Insurance Number of the casual;
  - (3) The hours worked by the casual;
  - (4) Whether the casual worked as a replacement or supplemental.

ARTICLE 24

HEALTH AND WELFARE

ec 24 O.H.I.P.

The **y** agrees to pay the cost of the **i** **;**  
by **t** Ontario **th** Insurance **la** To **k**  
**igi** for payment an **y** must **:**

- a) have **been** in the employ of the Company for **r-**  
(45) **;** and **have not** been laid **off** for  
a period **;** than **r** (30) calendar **ys** or
- ) **t** **;** in the employ of the **Company** for **orty-five**  
( **r** days and have not been absent **f**  
**v** due **t** sickness or injur for a **per** longer  
than **six** ( **nths**

Section 24.2 - Health & Welfare Plan

It is further agreed that the Company shall contribute one hundred and forty-two dollars (\$142.00) per month commencing with the month of January 1988 to the Teamsters Union Local 938 Health and Welfare Plan for each eligible employee covered by this agreement. Effective October 1988 and October 1989, the monthly premium shall be amended so as to equal the monthly Health and Welfare premium set out in the M.T.I.R.B. Master Freight Agreement.

To be eligible for the benefits **as** set forth in Article 24.2; the employee must have attained seniority and:

- (a) must have reported for work anytime during the month for which the contribution is being made;
- (b) must not have been laid off for a period longer than thirty (30) calendar days;
- (c) must not have been absent from work due to sickness or injury for a period longer than **six** (6) months.

ARTICLE 25

GENERAL

Section 25.1 - Bereavement Pay

In the event of a death in the immediate family (father, mother, wife, husband, son, daughter, sister, brother, grandparents, grandchildren, step-parent, mother-in-law, father-in-law, brother-in-law, ~~sister-in-law~~) an employee will be given the necessary time off and will be paid three (3) days pay providing that the period between the day of the death and **the** funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

Section 25.2 - Jury Duty Pay

If an employee is called and is required to **serve** on jury duty or **as** a crown witness on his normal working day, the Company agrees to pay the difference between the employee's regular daily pay and the amount of jury duty or crown witness pay received.

**Section 25.3 - Personal Injuries**

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid one (1) day's pay for the day of his injury providing he is not receiving Compensation Pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitates the need and in minor cases the Company shall also supply suitable transportation to the above-mentioned services and thence to the employee's residence.

**Section 25.4 - 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 25.5 - Lunch Rooms and Washrooms**

The Company agrees to provide and maintain clean, sanitary and adequate appointments with respect to lunch rooms and washrooms.

**Section 25.6 - Pay Information**

The present practice regarding pay information will be maintained.

**Section 25.7 - Pay for Training**

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

**Section 25.8 - 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 within twenty-four (24) hours (Saturdays, Sundays and General Holidays excluded) 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 25.9 - Receipts

Where requested, employees must be given dated receipts immediately upon turning money into the Company.

Section 25.10 - Bonding

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within thirty (30) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause **for** discharge.

Section 25.11 - Credit Unions

**Any** employee who wishes to **have** payroll deductions made and remitted to a Credit Union must have such remittance made to **the** Credit Union according to the wishes of the majority of the employees at the terminal involved.

Section 25.12 - Parking Facilities

The Company will provide adequate parking facilities for all employees at the terminal and will ensure that these facilities are properly maintained on a regular basis.

Section 25.13 - Appendices

Appendices "A" and "B" form part of this Agreement.

Section 25.14 - Office Temperature

The Company will endeavour to maintain a reasonable temperature in the office(s),

LETTER OF UNDERSTANDING

BETWEEN:

YELLOW FREIGHT SYSTEM OF ONTARIO INC.  
COVERING LTL DIVISION OFFICE EMPLOYEES  
(hereinafter referred to as the "Company")

- and -

TEAMSTERS UNION LOCAL 938, affiliated with  
the International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen & Helpers of America,  
(hereinafter referred to as the "Union")

ARTICLE 26

DURATION

Section 26.1 - Duration

The term of this Agreement shall be from January 11th, 1988 to December 31st, 1989.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

DATED at MISSISSAUGA this 12 TH day of JANUARY 1988.

FOR THE COMPANY:

Edward R. Cannon

Local Relations

William S. Meade Jr.

V.P. YELLOW FREIGHT SYSTEM  
OF ONTARIO INC.

FOR THE UNION:

[Handwritten Signature]



APPENDIX "A"RATES OF PAYEffective January 11th, 1988

	<u>Start</u>	<u>After 90 days</u>	<u>After 180 days</u>
General Clerk	8.65	9.15	9.65
Clerk Receptionist	8.65	9.15	9.65
OSD Clerk	9.00	9.50	10.00
Customs Clerk	9.22	9.72	10.22
Customer Service Rep.	9.70	10.20	10.70
Cashiers	10.30	10.80	11.30

Effective January 1st, 1989

	<u>Start</u>	<u>After 90 days</u>	<u>After 180 days</u>
General Clerk	9.15	9.65	10.15
Clerk Receptionist	9.15	9.65	10.15
OSD Clerk	9.50	10.00	10.50
Customs Clerk	9.72	10.22	10.72
Customer Service Rep.	10.20	10.70	11.20
Cashiers	10.80	11.30	11.80

APPENDIX "B"

RULES AND REGULATIONS

For disciplinary measures, all infraction of Rules and Regulations shall be removed from the employee's record after one (1) year.

Nothing in these Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular grievance machinery. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply.

Any employee requested to sign for the receipt of an incident report, may be accompanied by a Steward.

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 null and void.

All penalties will commence on the employees first scheduled shift in the week following the issuance of the penalty, and will be twenty-four (24) consecutive hours for each penalty day.

ARTICLE 1

CONDUCT AND BEHAVIOUR

(a) Consuming or possession of intoxicants or illegal stimulants while on duty, or, on the Company's property:

1st offense ..... Subject to dismissal

(b) Reporting for duty while under the influence of an intoxicant or an illegal stimulant:

1st offense ..... Reprimand to 1 week off  
2nd offense ..... Subject to dismissal

Article 1 - Conduct and Behaviour - continued

- (c) Theft and/or dishonesty of any kind:
  - 1st offense ..... Subject to dismissal
- (d) Discourtesy to customers:
  - 1st offense ..... Reprimand
  - 2nd offense ..... Three day suspension
  - 3rd offense ..... Subject to dismissal
- (e) Flagrant disobeying of orders by qualified personnel:
  - 1st offense ..... Reprimand
  - 2nd offense ..... Subject to dismissal
- (f) Committing willful, wanton, and/or malicious damage to the employers's property and/or equipment:
  - 1st offense ..... Subject to dismissal
- (g) Engaging in physical violence while on Company property or while on duty:
  - 1st offense ..... Subject to dismissal
- (h) Employee's overall work record, total record for twelve (12) months prior (hearing with local):
  - 1st offense ..... Subject to dismissal
- (i) Leaving the assigned work area without permission:
  - 1st offense ..... Reprimand
  - 2nd offense ..... One day suspension
  - 3rd offense ..... Three day suspension
  - 4th offense ..... Five day suspension
  - 5th offense ..... Subject to dismissal
- (j) Violation of posted safety rules:
  - 1st offense ..... Reprimand
  - 2nd offense ..... One day suspension
  - 3rd offense ..... Five day suspension
  - 4th offense ..... Subject to dismissal

**ARTICLE 2**

**EQUIPMENT**

(a) Failure to properly report equipment defects i.e. (office equipment):

- 1st offense ..... Reprimand
- 2nd offense ..... One day suspension
- 3rd offense ..... Three day suspension
- 4th offense ..... Five day suspension
- 5th offense ..... Subject to dismissal

(b) Unauthorized use of Company's equipment:

- 1st offense ..... Subject to dismissal

**ATTENDANCE**

(a) Failure to notify the Company not less than one (1) hour before regular starting time when unable to report for duty, with a reasonable explanation:

- 1st offense ..... Reprimand
- 2nd offense ..... Reprimand
- 3rd offense ..... Subject to dismissal

(b) Reporting late for work without reasonable explanation:

- 1st offense ..... Reprimand
- 2nd offense ..... One day suspension
- 3rd offense ..... Three days suspension
- 4th offense ..... Subject to dismissal

(c) Habitual absenteeism will require the employee to provide substantiation i.e. doctor's slips, jury duty, etc.:

- 1st offense ..... Reprimand
- 2nd offense ..... Three day suspension
- 3rd offense ..... Five day suspension
- 4th offense ..... Subject to dismissal

Article 3 - Attendance - continued

(d) Failure to complete assigned shift:

- 1st offense ..... Reprimand
- 2nd offense ..... Reprimand
- 3rd offense ..... Three day suspension
- 4th offense ..... Subject to dismissal

ARTICLE 4

MISCELLANEOUS

(a) Unsatisfactory quality and/or quantity of work:

- 1st offense ..... Reprimand
- 2nd offense ..... Reprimand
- 3rd offense ..... Three day suspension
- 4th offense ..... Subject to dismissal

(b) Inaccurate record keeping or careless handling of paperwork resulting in loss of man hours to correct:

- 1st offense ..... Reprimand
- 2nd offense ..... Reprimand
- 3rd offense ..... Three day suspension
- 4th offense ..... Subject to dismissal

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