



# **COLLECTIVE AGREEMENT**

**June 2000**

Between

**Reimer Express Lines Ltd. (Clerical)**

(hereinafter referred to as the “Company”)

- and -

**Teamsters, Chauffeurs, Warehousemen and Helpers  
Local Union No. 141**

(Affiliated with the International Brotherhood of Teamsters)  
**And Teamsters Canada**

(hereinafter referred to as the “Union”)

Expiry Date: October 12, 2003

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## **ARTICLE I - PREAMBLE AND RECOGNITION**

### **Section 1.1 - Union Recognition**

The Company recognizes the Union as the exclusive bargaining agent for all office employees of Reimer Express Lines Ltd., working in Woodstock, Ontario, excluding supervisors, persons above the rank of supervisor, dispatchers, sales staff and employees covered by a subsisting collective agreement.

### **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 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 installments 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 - 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 (10<sup>th</sup>) day of the month following the date upon which such monies were deducted. The checkoff list will include Social Insurance Numbers and names.

## **Section 2.5 - 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 2.6 - Checkoff Lists**

The Union checkoff form may be:

- a) Union provided form;
- b) Company provided form;
- c) A pre-billing method 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 2.7 - 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 2.8 - Scope of Union 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 2.9 - 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 (10<sup>th</sup>) day of the month following the month in which the monies were deducted. If the checkoff and cheque have not arrived by the tenth (10<sup>th</sup>) 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 2.10 - T4 Slips**

The Company shall show the annual total of Union dues deducted each month on employee's 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.

### **Section 3.2 - Rights of Employees**

The above clause shall not deprive the employee 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**

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. Visiting Representatives of the Local Union shall make their presence known to Local Management.

## **ARTICLE 5 - STEWARDS**

### **Section 5.1 - Right of 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 - Pay for Processing Grievances**

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 5.3 - Limitation in Payment of Stewards**

The provisions as outlined in Section 5.2 above are not subject to any hours of work provisions in this Agreement.

### **Section 5.4 - 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 5.5 - Names and Changes of Stewards**

The Union will inform the Company in writing of the name of the Stewards 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 5.6 - Suspension or Discharge of Stewards**

The Company will notify the Union by registered mail or facsimile 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 5.7 - 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.

## **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:

## **Section 6.3 - Step I**

By a conference between the aggrieved employee and his Branch Manager. 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 inline 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 6.4 – Step 2**

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 Labour 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 Labour 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 6.5**

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 6.6 - 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 Branch 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 6.8.

## **Section 6.7 - 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 6.7.

## **Section 6.8 - 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 seven (7) calendar days after the Branch Manager or his designate has rendered a decision or failed to render a decision as provided for in Section 6.4;
- b) a Company grievance within seven (7) calendar days after the meeting with the Union Representative;
- c) **A** Union grievance within seven (7) 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 6.9 - Powers of Board of Arbitration**

The Board of Arbitration shall not have the right to alter or change any provisions of 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 6.10 - 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 expenses of the Chairman.

### **Section 6.11 - 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 6.12 - Payment for Settled Monetary Grievances**

All monetary grievances that are mutually agreed upon shall be paid the following pay period.

### **Section 6.13 - 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 a Business Representative.

### **Section 6.14 - 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 legal picket line.

## **ARTICLE 8 - SENIORITY**

### **Section 8.1 - 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.

- 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 8.2 - 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 months on the bulletin board with sufficient copies for Stewards and Business Representatives. Seniority lists 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 8.3 - Probationary Period**

An employee shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for sixty (60) 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 sixtieth (60<sup>th</sup>) calendar day, the employee shall either be terminated or placed on the seniority list as of the date of commencement of his probationary period.

#### **Section 8.4 - 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 8.5 - 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 twenty four (24) working months;
- g) If an employee officially retires;
- h) If an employee is laid off in excess of thirteen (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the payday following his request. Receipt of severance shall constitute termination.

## **Section 8.6 - 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 8.7 - Provisions for Retention of Employee's Seniority During Sickness, Injury or Pregnancy**

Absence due to a 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 tie is able to return to work. Pregnancy and childcare leave will be granted in accordance with the provisions of the Canada Labour Code.

## **Section 8.8 - 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**

Should the Company merge the operations of another office with this office, the seniority of the employees shall be decided by mutual agreement.

## **ARTICLE 10 - MOVEMENT OF WORK**

### **Section 10.1**

Thirty (30) days prior to moving any work under the jurisdiction of this agreement to another location the Company will 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 move with the work. Employees who move under the provisions of this clause shall be slotted in the new location in accordance with their original anniversary date. Employees moving under these provisions will be given thirty (30) days notice or pay in lieu thereof.

## **ARTICLE 1 ■ - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION**

### **Section 11.1**

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 employer.
- 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.
- 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 ten dollars (\$10.00)
- d) The provisions of Section 12.1 do not apply to pre-employment medicals.
- e) No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.

## **ARTICLE 13 - EXTRA CONTRACT AGREEMENTS**

### **Section 13.1**

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**

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 questions shall be referred to Arbitration and a Board of Arbitration shall be established as soon as possible.

## **ARTICLE 15 - BULLETIN BOARDS**

### **Section 15.1**

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
* Personal Day	

Add day before New Years in year #2

\* Requires one (1) week's notice and mutual agreement between the Company and the employee.

### **Section 16.2 - Alternate Day**

When one of the observed General Holidays falls on a Saturday or 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 thirty (30) 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 Holiday 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) Years of Employment**

Employees who have completed five (5) years of employment by December 31<sup>st</sup> 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 (3<sup>rd</sup>) week shall be delayed until his fifth (5<sup>th</sup>) 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 31<sup>st</sup> 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 (4<sup>th</sup>) week shall be delayed until his tenth (10<sup>th</sup>) anniversary date of employment.

## **Section 17.5 - Amount of Vacation Pay**

Vacation pay for those enjoying two (2) weeks vacation, three (3) weeks vacation and four (4) weeks vacation with pay annually, shall be calculated at four per cent (4%), six per cent (6%) and eight (8%) respectively of their total earnings for the year previous to their vacation.

## **Section 17.6 - Vacation Pay for Employees Terminating Employment**

Vacation pay entitlement shall be paid not later than the next pay period following termination.

## **Section 17.7 - 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 May 1<sup>st</sup> to September 30<sup>th</sup> shall be allowed to do so. It shall not be mandatory, however, for employees to take vacation 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 2<sup>nd</sup> of each year and employees shall designate their

Choice of vacation time before March 15<sup>th</sup>. The Company shall post the final vacation schedule by April 1<sup>st</sup> 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.

- 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 31<sup>st</sup>.
- 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 cent (15%) of the employees may be on vacation at any time,
- f) Employees shall be permitted to utilize one (1) week's vacation (equivalent of five (5) working days) on a daily basis, provided those days requested are outside the recognized summer vacation period as provided for in Section 17.9 (a) and that all requested days are by mutual agreement (Company and Union).

### **Section 17.8 - Separate Cheques for Vacation Pay**

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

No later than February 25<sup>th</sup>, of each year the employee will be paid out all vacation based on the appropriate percentage of wages for the previous T-4 (January 1 through December 31). Employees must take vacation time off prior to January 31 of each year.

### **Section 17.9 - Vacation Pay for Regular Employees on Short Time**

Vacation pay will be computed at the rate of two per cent (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 cent (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 17.1 unless they have completed a full year of service prior to July 1<sup>st</sup>.

## **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.

The standard workweek 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 ( $1\frac{1}{2}$ ) times the regular hourly rate shall be paid for all work performed after 8:00 a.m. on Saturday and 1800 Sunday.

## **Section 18.3 - Overtime Pay**

All employees shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) 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 - Breaks**

Employees will be allowed to take a fifteen (15) minute 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 - Lunch Period**

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

## **Section 18.6 - Overtime Lunch Break**

When an employee is specifically requested to work overtime, he/she will be given an overtime break not to exceed fifteen (15) minutes without loss of pay before such overtime commences providing the overtime is to exceed (2) two hours.

## **Section 18.7**

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 (20) minute paid breaks.

## **Section 18.8**

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

- a) 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;

- b) 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;
- c) When no one is available under (A) or (B) or in the event additional personnel are required, off-duty qualified employees will be offered the work in order of seniority,
- d) 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 18.9**

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 18.10**

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 18.11 - 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 18.12 - 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 workweek shall commence on Sunday or Monday. A maximum of two (2) day shift employees may be regularly scheduled to work a Sunday to Thursday workweek.

### **Section 18.13 - Call-In Guarantee**

Regular Full Time Employees covered by this agreement who are called in to work on one of their regular scheduled days of work shall be guaranteed not less than (8) eight

hours pay for that day. On Saturday, the guarantee shall be four (4) hours at time and one-half (1/2) the regular rate.

#### **Section 18.14**

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.

#### **Section 18.15 - Annual Bid**

It is agreed between the Company and the Union that once each year in the month of March all office employees on the active seniority list may bid to transfer to other jobs providing they have the necessary qualifications and seniority as provided in Section 19.1.

### **ARTICLE 19 - JOB OPENINGS**

#### **Section 19.1 - Annual Bidding Process**

There shall be an annual bid in March of each year effective the 1st Sunday of April of each year.

#### **Section 19.2 - Job Openings**

Any job openings that occur must be posted for three (3) working days in the office so that employees may have an opportunity to bid for such openings. Successful bidders shall be posted within two (2) business days.

#### **Section 19.3**

Employees who bid for such job openings will be given the first opportunity to fill the job on the basis of their qualifications and seniority.

#### **Section 19.4**

The Company must fill the job openings within seven (7) days after the posting.

### **ARTICLE 20 - SUPERVISORS**

#### **Section 20.1**

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 board.

## **ARTICLE 21 - PAY PERIOD**

### **Section 21.1 - Pay Period interval**

The interval between pay days shall be no longer than two (2) weeks. At the time of the employee's direct bank deposit, the Company shall not retain possession of more than eleven (11) days-accrued wages.

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

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

## **ARTICLE 22 - SICK LEAVE**

### **Section 22.1**

Sick Days are earned in the six months prior to either July 1<sup>st</sup> or January 1<sup>st</sup>. These days are earned at the rate of ½ days per month to a maximum of one (1) sick day per year.

To qualify for a sick day, a person may not be absent except for statutory holiday, vacation, earned sick day and any excused day. (excused day=permission from the Company to be absent)

New employees hired will accumulate sick days at the rate of ½ day per month to a maximum of one (1) sick day per year commencing with the first full month they are employed and ending with the last qualifying date – either June 30<sup>th</sup> or December 31<sup>st</sup>. These would then be available to the employee on July 1<sup>st</sup> or January 1<sup>st</sup> respectively.

## **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. The Company will remit dues on behalf of casual employees in accordance with the following however no other terms and conditions of this agreement shall apply to a casual employee. A casual employee 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.

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

- a) Supplement 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 employer will add one (1) probationary employee for each eighty (80) hours violation.
- c) A monthly list of all casual employees used during the month shall be submitted to the Local Union by the tenth (10<sup>th</sup>) day of the following month. Such list shall include:
  - d) The name and address of each casual and the monthly dues;
  - e) The Social Insurance Number of the Casual;
  - f) The hours worked by the Casual;
  - g) Whether the casual worked as a replacement or supplemental.
- h) Laid off full time employees shall have the first opportunity for casual work and the regular hourly rate shall apply.

## **ARTICLE 24 - HEALTH AND WELFARE**

### **Section 24.1 - O.H.I.P.**

The Company agrees to pay the cost of the basic coverage provided by the Ontario Health Insurance Plan, should it be re-established. To be eligible for payment an employee must:

- a) Have been in the employ of the Company for thirty (30) calendar days and have not been laid off for a period longer than thirty (30) calendar days; or
- b) Have been in the employ of the Company for thirty (30) calendar days and have not been absent from work due to sickness or injury for a period longer than six (6) months.

### **Section 24.2**

It is further agreed that the Company shall contribute two hundred and twenty-three dollars (\$223.00) per month to the Teamsters Local Union Health and Welfare Plan for each eligible employee covered by this Agreement without increase until October 12th,

2001. On October 13, 2001, the monthly contribution will increase to two hundred and thirty-three dollars (\$233.00).

To be eligible for the benefits as set forth in Section 24.2, the employee must have attained seniority and:

- a) Must have reported for work at least one day in the month;
- 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 - PENSION**

### **Section 25.1 - Pension**

Commencing on the first day of October 2000 and on the first day of each month thereafter, the Company agrees to contribute to the Teamsters and Motor Transport Industrial Relations Bureau of Ontario (Inc) Pension Plan handled by joint Trustees, an amount of one hundred dollars (\$100.00) per month for each Regular Full Time employee covered by this agreement who has reported for work at least one day in the month. The Pension Plan shall be administered by a Trust Company or any other legally entitled Company to perform such administration in the Province of Ontario, which the Trustees may decide from time to time.

### **Section 25.2 Power of Trustees**

The Company and the Local Union agree to sign an "Agreement to be Bound" thereby giving the Trustees of the Plan the authority and obligation to deal with any Company or Local Union who is late in remitting or fails to remit the required contribution to the aforementioned plan as outlined in this agreement. It is further agreed that the parties to this agreement will instruct the Trustees of the Pension Plan to retain legal counsel to amend the "Agreement to be Bound" in such a manner that the Trustees will have the authority to sue any delinquent Company or Local Union for late remittance, interest and legal costs incurred.

### **Section 25.3 Arbitration**

The parties agree to amend the present "Trust Deed" to provide for a qualified independent arbitrator for the purpose of breaking a deadlock vote by the Board of Trustees.

## **Section 25.4 Canada Pension Plan**

It is further agreed that the Canada Pension Plan will be in addition to the Teamsters and Motor Transport Industrial Relations Bureau of Ontario (Inc) Pension Plan.

## **Section 25.5**

If for any reason the MTIRB Pension Plan should cease to exist, the monthly contribution in the amount of one hundred dollars (\$100.00) per month would be deposited into an RRSP for all eligible employees.

## **ARTICLE 26 - GENERAL**

### **Section 26.1 - Bereavement Pay**

In the event of a death in the employee's immediate family (father, mother, wife, husband, son, daughter, sister, brother, grandparents, grandchildren, step-parent, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-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 26.2 - 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 26.3 - Occupational Injuries**

If an employee meets with an occupational 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 necessitate 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.

- a) The Union agrees that under the provisions of Bill 162 the Company has established a modified work program, designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Recognizing that a transitional return-to-work offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, modified work programs are intended to enhance the Workers' Compensation benefits.

- b) Implementation of a modified work program shall be at the Company's option and shall be in strict compliance with applicable federal and provincial Workers' Compensation statutes. An employee must report for modified duties unless prohibited by a Medical Doctor. Refusal to accept modified work by an employee otherwise entitled to Worker's Compensation benefits, may result in a loss or reduction of such benefits as specifically provided by the provisions of Bill 162

### **Section 26.4 - 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 26.5 - Lunch Rooms and Washrooms**

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

### **Section 26.6 - Pay information**

The present practice regarding pay information will be maintained.

### **Section 26.7 - Pay for Training**

Where the Company requires an employee to take training or attend Company meetings outside the Employee's regular scheduled hours, the employee will be paid for all time spent in training or Company meetings at the regular straight time rate of pay and those hours will not be used to accumulate to the daily or weekly overtime provisions.

### **Section 26.8 - 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 five (5) days (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 payday.

### **Section 26.9 - Receipts**

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

### **Section 26.10 - 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.

If an employee who is on the seniority list on the date of ratification can no longer be bonded due to circumstances, which occurred before the date of bonding, such cancellation will not be cause *for* discharge.

**Section 26.1 ■ - 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 26.12 - Appendices**

Appendices 'A' and 'B' will form part of this Agreement.

**ARTICLE 27 - DURATION**

**Section 27.1** The term of this Agreement shall be from October 13, 2000 to October 12, 2003.

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

Signed for the Company

*Gil Morrison*  
*J. Cohen*

Date

*May 30/2001*  
*May 30/2001*

Signed for the Union

*Wayne Gibson*  
 \_\_\_\_\_

Date

*May 30, 2001*  
 \_\_\_\_\_

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## APPENDIX 'A'- RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after two (2) years.

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 suspensions will commence no later than the first week following the issuance of the penalty. Suspension days to be served consecutively.

**APPENDIX 'B' - RATES OF PAY**

	<b>Full Time</b>	<b>Part Time</b>
First Pay Period following Date of Ratification	14.75	12.00
First Pay Period following October 13, 2001	15.20	12.36
First Pay Period following October 13, 2002	15.65	12.73

**APPENDIX 'C' -TEAMSTERS LOCAL 141 UNION INDUSTRY ADVANCEMENT  
FUND**

The Teamsters Union Local 141 Advancement Fund shall be for the enhancement of all persons dependant upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder, for each employee covered by this collective agreement.

Payment of said funds shall be made to Teamsters Local 141 Union Industry Advancement Fund by the fifteenth (15<sup>th</sup>) of the month following that to which they refer.

This payment will be made independent and separate from any other payment made to the local.