

# Collective Agreement

Between

A. Cupido Transport Ltd

and

Teamsters Local 879

Begins:  
04/01/2007

Terminates:  
03/31/2011

13706 (01)

Source:  
Employees:  
Received by:  
Date: 04/25/2007

## CHANGE OF ADDRESS

**Dear Brothers/Sisters:**

We require up-to-date addresses for all of our Teamster members. When you receive your Union dues receipt, if the receipt reads **BAD ADR** this means **BAD ADDRESS** or **INCORRECT ADDRESS**.

If your dues receipt reads **BAD ADDRESS**, or the address on the receipt **is incorrect**, please let LIS know by either mailing in a correct address to TEAMSTERS LOCAL NO. 879, 460 Parkdale Avenue N., Hamilton, Ontario, L8H 5Y2 or by calling the Hamilton office at:

(905) 547-3231 or 1-800-528-8879

Your assistance in this matter would be appreciated.

**ATTENTION**  
**TEAMSTERS LOCAL 879 MEMBERS**

**It is extremely important that if you receive a job-related injury the following steps and recommendations be followed enabling the W.S.I.B. to process your reports in a timely fashion.**

**Important WSIB Information All Members Should Know:**  
**How to Report an Incident and/or Accident**

*“Steps to Follow in Case of Injury”*

1. **INCIDENT AND/OR ACCIDENT:** Report immediately to supervisor, (foreman) and union steward, If Doctor or health care professional suggest time off, get it in writing at the time it is recommended.
2. **REPORT INJURY PROPERLY:** Workers reporting incidents and/or injuries must always include: time, place, type and cause of injury, full names of witnesses and a full explanation of how the injury occurred and what they were doing.
3. **COLLECT WITNESS INFORMATION:** Have your witnesses write down what happened, date, time, and sign it. When reporting an incident and/or injury it is in your best interest to have a job steward or witness present.
4. **BE CONSISTENT IN YOUR REPORTS:** You have to fill out first-aid, employer, hospital admittance, emergency room doctors and your own doctors' reports. WSIB will receive copies of all reports.
5. **LET PEOPLE KNOW OF YOUR PAIN:** This helps document injuries that are not visible or seem inconsequential at the time.
6. **KEEP ALL CORRESPONDENCE:** Keep a journal of all conversations with WSIB. Keep short notes of what both parties have said. Take copies of all correspondence and keep a copy for your personal file.
7. **KEEP COOL:** When talking to the WSIB, stay cool, The Board documents all incidents.

## **MEMBER'S REMINDER**

### **APPLICATION FOR WITHDRAWAL**

Application for a withdrawal card must be filed with the Union office within ten(**10**) days by the member who has been laid-off, terminated or is discharged from the Company, including sickness, accident or leave-of-absence.

### **THIS IS THE SOLE RESPONSIBILITY OF THE MEMBER.**

Members who fail to file an application for withdrawal with the Union office will immediately fall into arrears.

Should a member **return to work at any time** during this period the withdrawal application will become null and void, and if once again absent for work for any reason must re-apply for withdrawal.

Applications for Withdrawal are to be sent to:

TEAMSTERS LOCAL UNION NO. 879  
460 Parkdale Ave. N.  
Hamilton, Ontario L8H 5Y2  
Phone: (905) ~~547-3231~~  
Fax: (905) ~~545-4633~~

## **UNION DUES RECEIPTS**

Please be advised that receipts for Union dues are sent to your Steward, generally the Chief Steward,

If you have not received your dues receipt, check with your Steward.

Should you have any questions in this regard, contact the dues department in the Teamsters 879 Hamilton office at 547-3231 or 1-800-528-8879.

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**BROKERS**  
**COLLECTIVE AGREEMENT**

BETWEEN:

**A. CUPIDO TRANSPORT LTD.**  
(hereinafter referred to as the "Employer")

of the first part

- and -

**TEAMSTERS LOCAL UNION NO. 879**  
Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")

of the second part

**ARTICLE 1 - RECOGNITION**

- 1.1 This Agreement shall apply to all brokers of A. Cupido Transport Limited in the Province of Ontario, excluding the dispatcher, those persons above the rank of dispatcher, office and sales staff and those employees covered by an existing agreement.
- 1.2 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- 1.3 The Company shall have sole and absolute discretion to use employees and/or brokers to perform any of its work.
- 1.4 It is agreed and understood that throughout this Collective Agreement wherever the word "Employer" is found it shall deemed to mean "Company".

**ARTICLE 2 - UNION SECURITY**

- 2.1 The Employer shall, from the first pay of each month, deduct such monies from each Broker's pay and shall, not later than the 25th of the month, remit to the Financial Secretary of the Local Union the amounts so deducted under this provision, listing the Brokers from whose pay such deductions have been made and also the names of any Brokers covered by this Agreement who have left the bargaining unit since the last payment. During the term of this Agreement such deduction authorization shall be irrevocable.
- 2.2 It is understood and agreed that the Union shall save the Employer harmless from any and all claims which may be made against it by any Broker(s) for the amounts deducted from wages as herein provided.
- 2.3 As a condition of their continued employment, all present Brokers and all future Brokers shall be required to execute an authorization for deduction of their regular monthly Union dues.
- 2.4 All present Brokers shall, as a condition of employment, become members of and maintain their membership in the Union and all new Brokers who are hired after the date of the signing of this Agreement shall become members of the Union and shall maintain such membership in the Union for the duration of this Agreement. Membership in the Union shall mean that all Brokers must pay or have paid their initiation fees and monthly dues to the Local Union in a manner and procedure as outlined in paragraphs 3.01 and 3.02 of this Agreement.
- 2.5 It is further understood and agreed that all new Brokers hired after the date of the signing of this Agreement shall have one-half of their Union initiation fees deducted from their pay on the first and second occasion when their monthly dues for the initiation fee shall be forwarded to the Union in the same manner and with sufficient explanatory notation as provided in paragraph 3.02.



- 2.6 The Company shall show the yearly Union monthly dues deductions on Brokers' T4 slips.
- 2.7 The Union will notify the Company in writing of any arrears in dues, initiation or re-initiation fees and the Company will immediately commence deductions in amounts as prescribed by the Local Union and forward such monies along with the monthly dues as provided above.
- 2.8 All remittances to the Union of dues, initiation, re-initiation or arrears of same shall be made on the check-off list as provided and shall include names and Social Insurance Numbers of those Brokers from whom such monies were deducted.
- 2.9 A Broker may occupy only one position on the seniority list. A Broker is limited to one truck for the purpose of seniority.
- 2.10 A Broker will be allowed to hire a driver (Company approved) for his truck as a temporary replacement while absent because of sickness, accident or vacations. This permission shall not be unreasonably withheld. Brokers will be one hundred percent responsible for his driver.
- 2.11 The Broker will furnish the Union, through the Company, names, addresses and social insurance numbers of all drivers hired.
- 2.12 The Company will submit initiation fees and Union dues for each Broker and/or their replacement driver to the Local Union each month a day or more is worked.
- 2.13 Brokers will be responsible for obtaining a withdrawal card from the Local Union when not working.
- 2.14 Disciplinary letters in a Broker's file will be removed one (1) year from the date of issue.

- 2.15 An amount equivalent to one month's dues will be paid by all contractors performing any work in the month for the Company. This will be extended to include any other trucks hired by or supplied by such contractor.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes and acknowledges that the management of the Employer's operation and direction of the working forces are fixed exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations to be observed by its Brokers, discipline or discharge Brokers for just cause;
  - (b) select, hire, transfer, promote, demote, classify, lay-off or recall Brokers;
  - (c) establish and administer tests for the purpose of assisting the Employer in determining a Broker's qualifications;
  - (d) determine the location of the operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, job content; decide on the number of Brokers needed by the Employer at any time, when overtime shall be worked.
- 3.2 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.
- 3.3 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.

#### **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.1 During the term of this Agreement there shall be no lock-out by the Employer or any strike, sit-down, slowdown, work stoppage or suspension of work, either complete or partial for any reasons by the Brokers.
- 4.2 It shall not be a violation of this Agreement for a Broker to refuse to cross a picket line where a legal strike is in progress.

#### **ARTICLE 5 - DISCRIMINATION**

- 5.1 No person shall be refused employment or in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- 5.2 The Union, its members and/or its agents shall not intimidate or coerce, or attempt to intimidate or coerce, in any manner whatsoever, Brokers into membership. Any Broker found violating this provision will be immediately discharged.
- 5.3 The Union agrees that except with the consent of the Employer, no official of the Union and no person authorized by the Union shall enter the Employer's premises and/or engage in Union activities on the Employers premises or during working hours of any Broker except to process grievances as provided for in Article 8 of this Agreement.
- 5.4 The Employer shall not refuse permission to any representative of the Local Union, upon request, to enter the Employer's premises in the administration of this Agreement.

**ARTICLE 6 - STEWARDS**

- 6.1 For the purpose of discussing and adjusting questions arising out of the interpretation and application of this Agreement and for the processing of Broker grievances, the Employer shall recognize a reasonable number of Stewards who shall be active Brokers.
- 6.2 It shall be the Steward's duty to process grievances under the terms of Article 8 of this Agreement and the Stewards shall be held responsible for the same quality and quantity of work as the other Brokers. However, the Employer agrees that when grievances occur, a responsible supervisor of the Employer shall meet with the aggrieved Broker and the Steward within the time limits as outlined in Article 8 of this Agreement during working hours to settle such grievance.
- 6.3 The Union will inform the employer in writing as to the names of the Stewards and any subsequent change in the names of the Steward. The Employer shall not be asked to recognize any Steward until such notification from the Union has been received.
- 6.4 In the event of a lay-off, the Chief Steward shall be accredited super seniority and accordingly shall be retained in the working force, provided he has the necessary qualifications to perform the work available.

**ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 7.1 For the purpose of this Agreement, a grievance shall consist only of a dispute concerning interpretation and application of any clause in this Agreement or alleged violations of this Agreement or alleged abuses or discretion by supervision in the treatment of Brokers contrary to the terms of this Agreement. If any question arises as to whether or not 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. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

**STEP 1** - By a conference between the Broker (accompanied by the Steward, if he so wishes) and his supervisor within five (5) days, Saturdays, Sundays and Holidays excepted, from the time the complaint arose or was known to the Broker.

**STEP 2** - If the grievance is not settled in Step 1, the Broker must then, accompanied by his Steward and an official of the Union, arrange a conference with the General Manager or his designate, and such conference to be held within ten (10) days, Saturdays, Sundays and Holidays excepted, of the meeting as provided for in Step 1. This time limit may be extended further upon mutual agreement between the Employer and the Union.

It is further agreed that any grievance going to Step 1 of the Grievance Procedure shall be submitted in writing to the Branch Manager at the time of the conference so provided in Step 1. It is understood that a grievance arising from suspension or discharge will commence with Step 2 of the Grievance Procedure and a conference so provided shall be arranged within five (5) days, Saturdays, Sundays and Holidays excepted, of such suspension or discharge.

7.2 In the event that a grievance is not settled through the above procedure, the party registering the grievance may refer the grievance to a Board of Arbitration. In so doing, the request to refer the matter to a Board of Arbitration must be submitted in writing to the other party no later than five (5) days, Saturdays, Sundays and Holidays excepted, following the meeting as provided for in Step 1.

It is further agreed that in the event the Employer has a grievance, the Employer shall arrange a meeting with an official of the Union within five (5) days, Saturdays,

Sundays and Holidays excepted, from the time that the complaint arose, and shall, if necessary, follow through with a request for Arbitration in the manner described above.

The Board of Arbitration shall consist of three (3) persons: one to be an appointee of the Employer and one to be an appointee of the Union, and the third, who shall be Chairman, shall be selected by the two so appointed.

The notice requesting the establishment of a Board of Arbitration to deal with a grievance shall contain the name of the nominee of the party giving notice. The party receiving notice shall within five (5) days of the receipt of such notice, Saturdays, Sundays and Holidays excepted, advise the party giving the notice, in writing, as to the name of its nominee.

#### **ARTICLE 8 - SENIORITY**

- 8.1 Seniority shall mean a Broker's length of continuous service with the Employer. A Broker shall maintain and accumulate seniority under the following conditions:
- (a) while he **is** actively at work for the Employer after he has completed his probationary period as set out in Article 8.3 below;
  - (b) during any period when he is prevented from performing his work for the Employer by reason of injury arising out of and in the course of his employment for the Employer and for which he **is** receiving compensation under the provisions of the Workers' Compensation Act, subject to Article 8.4.
- 8.2 The Employer will consider the requirements and efficiency of operations and the ability and qualifications of the individual to perform the normal required work in determining which Broker is to be laid off or recalled from lay-off and where these are relatively equal, the Broker

with the greatest seniority will be the last to be laid off and conversely the first to be recalled from lay-off.

- (a) When new jobs or vacancies occur, they will be offered to bargaining unit Brokers by seniority.
- (b) If and when a Broker sells his truck he will have the ability *to* transfer his trucking agreement to the purchaser. If he is qualified, the purchaser will go to the bottom of the seniority list.

8.3 Newly hired Brokers shall serve a probationary period of twenty days worked within a six (6) month period or thirty (30) consecutive calendar days, and shall have no seniority rights during this period. Upon completion of the probationary period a new Broker shall have his seniority dated back to his most recent date of hire.

8.4 **A** Broker shall lose his seniority if:

- (1) he voluntarily **quits** the employment with the Employer;
- (2) he is discharged and not reinstated through the Grievance Procedure;
- (3) he **fails** to respond to a recall as herein provided;
- (4) he fails to return from a leave of absence in accordance with the conditions prescribed in such leave of absence;
- (5) if a Broker is laid off and not recalled for a period extending beyond twelve (12) working months;
- (6) if a Broker is absent for more than three (3) scheduled working days without notifying the Employer, without a reasonable reason for failure to notify,

- 8.5 Lists showing the updated seniority of all Brokers shall be prepared and posted by the Employer once each six (6) month period, and the *Union* shall be supplied a copy. Once each **six** (6) month period the Stewards will be supplied a copy and a copy to be sent to the Union hall.

#### **ARTICLE 9 - DISPATCH**

- 12.4 Members will be dispatched on a fair and equitable basis. Should it become necessary to reduce the work force the principle of "last-on - first-off" will be used for lay-offs.
- (a) Any and all jobs will be put on the dispatch board and dispatched **by** seniority.
- 9.2 Weekend work will be dispatched on a "Wheel" system to those with the available equipment required.

#### **ARTICLE 10 - LEAVE OF ABSENCE**

- 10.1 The Employer may grant a leave of absence of up to six (6) months without pay to Brokers for legitimate personal reasons, such personal reasons. The Broker must renew such a leave of absence at the end of each six (6) month period. The Union will be notified **in** writing of any leave of absence over thirty (30) days.
- 10.2 A Broker whose driving license is suspended by government action for up to twelve (12) months shall be given leave of absence without loss of seniority and without pay until his driving privileges have been restored. Suspension of a driving license for a period in excess of twelve (12) months may, at the discretion of the Employer, result in the discharge of the Broker concerned.
- 10.3 ,When a Broker chooses not to hire a driver to replace himself while on leave of absence, he must maintain the premiums for insurance for fire and theft on his truck as well as other expenses he may incur.



## **ARTICLE 11 - VACATION**

11.1 The Employer agrees to post a proposed vacation list by March 15th of each year of this Agreement. Brokers shall have until April 30th to place their requests. The Employer along with the Brokers involved shall, by seniority, endeavour to finalize a vacation schedule by May 15th, keeping in mind that there is not to be any interference with the efficiency of the Employer's operation.

During the primed months of June, July and August, only two Brokers will be allowed vacation time off at one time. Additional weeks off will be taken as per the vacation schedule.

11.2 When two or more Brokers request the same weeks vacation, seniority will be the governing factor.

## **ARTICLE 12 - GENERAL**

12.1 The Employer agrees to keep clean and sanitary appointments in regard to toilet facilities, drinking water, properly cooled to 45 degrees, soap, towels, toilet tissue and either a drinking fountain or paper cups.

12.2 The following past practices shall be continued:

- Parking of trucks on Company property.  
(upon availability)
- Payroll deduction for license plate sticker, repairs and any other obligations previously agreed (must be accompanied by a purchase order).
- Taking trailers home for convenience, with Company approval.

12.3 Appendix "A" - General Working Conditions, Letters of Understanding, Addendums, etc. attached herewith shall form part and parcel of this Collective Agreement.

12.4 It is agreed and understood that upon "majority approval" of bargaining unit owner operators, the Company will have the option to switch to bi-monthly pay periods.

**ARTICLE 13 - TERM OF AGREEMENT**

13.1 This Agreement shall be for a term of four years, commencing on the 1<sup>st</sup> day of April 2007 and ending on the 31<sup>st</sup> day of March 2011, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof the party's intention to terminate this Agreement or to negotiate revisions thereto.

**FOR THE EMPLOYER:**

*James Lead*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*F. McNamee*  
\_\_\_\_\_  
*Don McNamee*  
*John King*  
\_\_\_\_\_

**APPENDIX "A"**

**A. CUPIDO TRANSPORT LTD. - BROKERS**

1. The Company will not charge more than twenty-five percent (25%) of the gross to a Broker.
2. Brokers will be provided copies of the rates agree to between **A.** Cupido Transport and the customer, to the Union Steward upon request.
3. Brokers' pay cheques will be available after 11:00 a.m. on the tenth (10<sup>th</sup>) of every month, barring any unforeseen circumstances. When the cheque is dated prior to the tenth (10<sup>th</sup>) of the month, 3:00 p.m. will still remain in effect. When a pay day falls on a statutory holiday or on a weekend, cheques will be issued no later than the last banking day beforehand.
4. A Broker will maintain the right to refuse a job producing an unreasonable rate of return, provided the Broker finishes the initial day's deliveries.
5. Should a dispute regarding rates arise the Company will make all information, with regards to the rates, available to the Union.
6. Brokers will be supplied a copy of the certificate of insurance for which they paid, outlining policy limitations. Reduction in buy-down deductible will be two hundred and fifty dollars (\$250.00) per month from April 1<sup>st</sup>, 2007 to June 30<sup>th</sup>, 2007. Effective July 1<sup>st</sup>, 2007 until the end of the contract term, the buy-down will be adjusted according to the yearly insurance premiums.
  - a) **A** Broker who has any type of accident that goes through the Insurance Company must pay the first \$2,000.00.

- b) Before a claim can be submitted by a Broker, damage has to exceed \$5,000.00. In the event of a rollover or tipping, the damage has to exceed \$10,000.00 before a claim can be submitted.
- 7. The Company will supply each Broker all log books.
- 8. If and when a Broker should haul "hazardous" material (Company's discretion) the Company will supply the Broker with protective equipment.
- 9. A summary of the current Safety Meeting will be posted upon request,
- 10. The system of "Red-Tagging" unsafe or unfit trailers will be carried out by the Company.
- 11. The Company will not require a Broker to pay for any tire repair unless clear negligence is established.
- 12. All transactions and business between the Company and the Broker will be treated as confidential.
- 13. The Company will pay one-half (1/2) the cost of overload permits, license plates and processing fee stickers for U.S. loads.

A handwritten mark consisting of a circle with a vertical line through it, and a horizontal line below it, resembling a stylized signature or a specific symbol.