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# COLLECTIVE AGREEMENT

Between

**ASLON MANAGEMENT INC.**

*(hereinafter referred to as the "Employer")*

- and -

**TEAMSTERS LOCAL UNION NO. 879**

Affiliated with the

International Brotherhood of Teamsters

*(hereinafter referred to as the "Union")*

August 1<sup>st</sup>, 2011 – July 31<sup>st</sup>, 2014

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# 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 us 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.

## **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.

## **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

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# **COLLECTIVE AGREEMENT**

BETWEEN:

**ASLON MANAGEMENT INC.**  
*(hereinafter referred to as the "EMPLOYER")*

-- and --

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

## **ARTICLE 1 – INTENT & PURPOSE**

- 1.1 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the Employer's business. This Agreement shall be regarded as a complete and specific statement of the relationship between the Employer and the Union.
- 1.2 For the sake of simplicity, where the masculine term is used throughout this Agreement, it is understood to include both male and female genders.
- 1.3 It is agreed that neither party to this Agreement will enter into any agreement or contract with employees which conflicts with the terms and provisions of this Agreement.

## **ARTICLE 2 – SCOPE & RECOGNITION**

2.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Company, in the City of London, Ontario, save and except supervisors, those above the rank of supervisor, office, clerical, administrative, sales staff, technical employees, and security guards.

2.2 Should the Employer discontinue use of the facility in London, Ontario and relocate the current business within 75 kilometres of the current facility this Agreement will remain in full force and effect at the new location.

Employees choosing not to move, or who are laid-off as a result of the move/relocation, will be entitled to and will receive termination and severance pay in accordance with the Ontario Employment Standards Act, 2000, and its applicable regulations.

2.3 The Employer shall not contract out work of the bargaining unit normally performed by members of the bargaining unit if there are employees with seniority who will be laid off as a result of such contracting out. Furthermore nothing in this Article prevents the Employer from contracting out in emergency situations where it does not have trained personnel or equipment available to perform said work. Should any bargaining unit members be laid off at the time a contracting out situation arises, they must be returned to the work force prior to any contractors commencing work on the premises, provided they have the skill and ability to perform the work. The transfer of work to other locations as directed by a customer of the Employer does not constitute contracting out as defined in this collective agreement. In the event the Employer intends



to contract out in emergency situations where it does not have trained personnel or equipment available to perform said work, the Employer will contact the Business Agent to discuss this issue.

- 2.4 The Employer shall not use any non-bargaining unit employees to do work normally performed by bargaining unit employees, except under the following circumstances:
- (a) For training and instruction purposes, including introduction to new methods, products or equipment.
  - (b) For emergencies arising during regular working hours where it does not have trained personnel or equipment to perform the work.
  - (c) Where there are insufficient bargaining unit employees available to perform the required work.

### **ARTICLE 3 – UNION SECURITY**

- 3.1 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.
- 3.2 All employees, including probationary employees, must, as a condition of their continued employment, authorize the Employer to deduct Union dues from their pay, in an amount and under the formula as prescribed and directed by the Local Union. The Employer will remit such monies to the Local Union in the amounts so deducted under this provision no later than the fifteenth (15<sup>th</sup>) day of the succeeding month, listing the names and social insurance numbers of employees from whose



pay such deductions have been made and also those of any employees 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.

- 3.3 All employees hired will, as a condition of continued employment, authorize the Employer to deduct the amount equal to the Local Union's Initiation Fee in instalments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period.

This deduction shall continue until the Initiation Fee is paid in full. The Employer agrees to remit such monies so deducted to the head office of the Local Union along with the names and social insurance numbers of employees from whom the money was deducted at the same time as the Union dues are remitted.

- 3.4 The Union will notify the Employer in writing of any arrears in dues, initiation or re-initiation, caused for any reason, and the Employer 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 Employer shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate rate.

- 3.5 The Union will supply the Employer with check-off forms and/or a pre-billing form. The Employer, each month, shall add the name of each new employee hired on since the remittance of the previous check-off and/or pre-billing along with the starting date and the Employer shall give an explanation alongside the name of each employee who appeared on the previous months

check-off sheet and/or pre-billing for whom a remittance is not made for any reason.

- 3.6 The Union will supply the Employer with Initiation Deduction Authorization forms, Application for Membership forms and Dues Deduction Authorization forms, all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Employer to ensure that all completed Application for Membership forms are returned to the Union.
- 3.7 The Employer shall show the yearly Union monthly dues deductions on employees' T4 slips.
- 3.8 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits and other forms of liability that arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this article, or in reliance on any lists, notice or assessments furnished under such provisions.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Union recognizes the right of the Company to hire, promote, transfer, demote and layoff employees and suspend, discharge, or otherwise discipline employees for just cause subject to the right of employee to lodge a grievance in the manner and to the extent herein provided.
- 4.2 The Union further recognizes the right of the Company to operate and manage its plant, and to determine the location of its plant (subject to the provisions of Article 2.2), the products to be manufactured, the scheduling of

its production and its methods, processes, and means of manufacturing.

- 4.3 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any changes to these rules and regulations will be meaningfully discussed with the Plant Committee before publication. The Employer will provide the Union with at least ten (10) working days notice in writing of any change in rules and regulations or the introduction of a new rule or regulation. This ten (10) day provision does not apply to any change or new rule that relates to Health and Safety.
- 4.4 Nothing in this agreement shall be deemed to restrict management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

- 5.1 The Union agrees that neither the Union or any employee shall take part in or call or encourage any strike, picketing, slowdown or any suspension of or stoppage or interference with work or production, either complete or partial, which shall in any way affect the operations of the Employer. The Employer agrees that it will not engage in any lock-out of employees.
- 5.2 Should any employee or group of employees participate in any such unauthorized activity, upon notification of such occurrence, the Union, will direct such employee or group of employees to resume normal operations and will take effective means to cease the strike, picketing,

slowdown or any suspension of or stoppage or interference with work or production, either complete or partial, which shall impede the operation of the Employer. Any employee or group of employees who participate in such unauthorized activity shall be subject to immediate dismissal.

- 5.3 Picket Lines – The Company acknowledges the right of the employees to recognize and refuse to cross a picket line, established pursuant to a legal strike. However, this provision has no application whatsoever in the event there is a picket line set up at the Employer plant location relating to any other entity that carries on business at the same address as the Plant.
- 5.4 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 5.5 Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interest of the Company, its employees or the Union. In such cases, a meeting will be held in order to mutually agree on a policy. In the event the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

## **ARTICLE 6 – REPRESENTATION**

- 6.1 The Employer acknowledges the right of the Union to appoint and/or have a minimum of one (1) working Stewards per shift.

- 6.2a) Wherever possible, grievances will be processed during the normal working hours of the Steward. A Steward will receive his-regular rate of pay when grievances or pending grievances are processed with the Employer on Employer property or at any other place which is mutually agreed upon by both the Union and the Employer. The Steward must attain permission from his Supervisor before processing a grievance, permission which will not be unreasonably withheld.
- b) If the Employer representative is unable to meet the Steward during the Steward's normal working hours, the Steward will be paid at his regular rate of pay for all time spent during the processing of the grievance with the Employer on Employer property or at any other place which is mutually agreed upon by both the Union and the Employer.
- c) The provisions as outlined in section 6.02 b) are not subject to the daily call-in guarantee as outlined in this Collective Agreement, or the overtime provisions as outlined in this Collective Agreement.
- 6.3 The Union will inform the Employer in writing of the name of the Stewards and any subsequent change in the name of the Stewards.
- 6.4 For the purpose of processing specific grievances or disputes, Business Representatives of the Union and Stewards will have time cards and personal disciplinary records made available to them upon request during normal office hours of the Employer.
- 6.5 The Employer will not suspend or discharge a Steward without permitting a Business Agent or Local Union representative to be present at the meeting.

- 6.6 For the purpose of lay-off and the day-to-day allocation of work within his department, the Steward will be established on the seniority list as the second man, but he will not use the Steward's seniority for the purpose of vacation preference or job bids. The Steward with the most seniority will be the Steward for the purpose of applying this clause.
- 6.7 Representatives of the Local Union shall be allowed to enter the Employer's premises to deal in the administration of the Agreement, provided they do not interfere with the normal operation of the Employer. The Union Representatives agree to contact management of the Employer before entering the Employer's premises.

## **ARTICLE 7 – GRIEVANCE PROCEDURE & ARBITRATION**

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- 7.1 In this Article, a grievance will consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement and/or any governing legislation, and discipline or discharge of employees without reasonable cause. 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. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps.

An employee called to a meeting by the Employer for the investigation of any matter which could potentially lead to discipline, or for the purpose of imposing discipline, shall have the right, and shall be advised of his right, to be accompanied by a Union Steward. In the

event the Union Steward is not available for such a meeting, an alternate Union Steward will be permitted to attend the meeting. Copies of disciplinary notices will be given to the employee involved, and the Union Steward.

All time limits referred to in the grievance or arbitration proceedings may be extended by mutual agreement of the parties.

For disciplinary measures, all infractions will be removed from the employee's record after a period of twenty-four (24) months, from the date the discipline was imposed.

- 7.2a) **STEP 1** – The employee will discuss the circumstances of the grievance with his immediate supervisor. The employee may be accompanied by a Union Steward. Such discussion will take place within five (5) working days of the event giving rise to the grievance. The immediate supervisor will give a verbal answer to the grievance within three (3) working days of such meeting.
- b) **STEP 2** – Failing settlement in Step 1, the Steward and/or the Union will, within five (5) working days of the Step 1 answer, present the grievance in writing to the Employer. Within three (3) working days of such presentation, the Management of the Employer will meet with the Steward and a representative of the Union. The answer of the Management (or the Union, in the case of an Employer grievance) will be delivered in writing within five (5) working days of the meeting.
- c) Failing settlement at the aforementioned Steps, prior to proceeding to Arbitration, the parties may agree to utilize the services of a Grievance Mediator/Labour



Relations Consultant, in which case time limits will be waived during this process. The Company and the Union will equally share the fees and expenses of the Grievance Mediator/Labour Relations Consultant.

### 7.3 **STEP 3 - Arbitration**

- a) Failing settlement in the above-cited procedures the matter will be referred to arbitration. Arbitration proceedings will be initiated within ten (10) working days. A sole arbitrator will be utilized and mutually agreed upon by the Employer and Union within ten (10) working days. Should the parties fail to agree on the sole arbitrator, a request for selection of an Arbitrator will be made to the Ontario Ministry of Labour.
- b) The Arbitrator, when selected or appointed, will proceed as soon as practicable to examine into and determine the complaint or controversy at issue and its findings will be final and binding upon both parties.
- c) Each of the parties hereto will share equally the fees and expenses of the Arbitrator.
- d) The Arbitrator will not have the right to add to, subtract from, modify, change, alter or ignore any of the provisions of this Agreement, or substitute any new provisions in lieu thereof, or give **any** decision inconsistent with the terms and provisions of this Agreement. However, if the Arbitrator determines that the Employer has imposed a penalty on an employee for cause, the Arbitrator may substitute such lesser penalty as the Arbitrator considers just and reasonable in the circumstances.

e) All monetary grievance settlements in excess of one (1) week's wages are to be paid the following pay period on a separate cheque, or upon the terms and conditions as agreed to between the Parties and as set out in the settlement agreement in compliance with federal and/or provincial tax codes.

7.4 a) An employee who has been suspended or discharged shall be given a reasonable opportunity to meet with his Steward before leaving the Employer's premises, unless it is necessary, because of the circumstances giving rise to his discharge or suspension, to require the immediate expulsion of the employee from the premises.

b) Grievances dealing with discharge and suspension shall be registered in writing within five (5) working days from the time of the discharge or suspension and shall commence at Step 2 of the grievance procedure.

## **ARTICLE 8 – SENIORITY**

8.1 Seniority will be bargaining unit-wide according to seniority and qualifications for all persons working in the bargaining unit.

8.2 Newly hired employees will serve a probationary period of ninety (90) actual days worked and will have no seniority rights during this period. Upon completion of the probationary period, a new employee will have his seniority dated back to his original date of hire. During the probationary period an employee will be considered

as being employed on trial basis and may be discharged at the discretion of the Employer.

The Employer is not permitted to extend the probationary period without the written consent of the Union.

With respect to current staff, those current agency staff who have completed at least ninety (90) actual days of work at Aslon with an employment agency will be considered as employees with seniority as of the date of ratification. They will be placed on the seniority list in the order they most recently commenced performing services at Aslon for the employment agency.

Those current agency staff who have not yet completed at least ninety (90) actual days of work at Aslon with an employment agency will be given credit for all days worked at Aslon since they last commenced work at Aslon. Once such individuals complete ninety (90) actual days of work at Aslon with the employment agency, such persons will become Aslon employees with a seniority date effective on their 90<sup>th</sup> day.

In the event two (2) or more employees have the same seniority date, their position on the seniority list will be determined by a lottery system.

8.3 Seniority will mean an employee's length of continuous service with the Employer, maintaining and accumulating seniority while:

- a) Actively at work for the Employer;
- b) during a period when the employee is prevented from performing his work due to injury arising out of or in the course of his employment for the

Employer and for which he is receiving Workers' Compensation.

- c) While absent due to illness or injury, or on approved leave of absence.

Notwithstanding the foregoing, nothing in (c) shall preclude the Employer from terminating an employee where the employment relationship has been frustrated and/or where there is no reasonable likelihood of the employee being able to return to work in the foreseeable future.

- 8.4 The purpose of seniority regulations is, in part, to provide a policy governing lay-offs and recall. In the event of a reduction of the work force, the Employer will lay off in reverse order of seniority, from the affected job classification, department, and shift by order of seniority, provided that the remaining employees have the skill and ability to do the work. Notwithstanding the foregoing, probationary employees shall be laid off first, provided the remaining employees have the skill and ability to do the work.
- 8.5 Recall from lay-off will be executed in order of seniority, conversely to the outlined lay-off procedure.
- 8.6 A seniority list containing the name and starting date of all employees will be prepared and posted every six (6) months with sufficient copies to be presented to all of the Stewards. A seniority list containing names and addresses of employees as per Employer records will be forwarded to the Local Union every six (6) months.
- 8.7 An employee shall lose all seniority and their employment shall be terminated for any of the following reasons:

- a) if the employee voluntarily quits;
- b) if the employee retires;
- c) if the employee is discharged for just cause and not reinstated through the grievance procedure;
- d) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement, without reasonable justification;
- e) if the employee is laid-off and not recalled for a period extending beyond eighteen (18) consecutive months;
- f) if the employee is absent from work for three (3) consecutive scheduled working days, without reasonable justification;
- g) if the employee takes employment other than that declared and agreed upon when applying for a leave of absence, without first notifying the Employer;
- h) if the employee has been continuously on medical leave of absence for two (2) years. In the event an employee has been continuously on medical leave in excess of two (2) years, the Employer will meet with the Business Agent to discuss the situation prior to the formalization of a termination pursuant to h).

8.8 An employee who has been laid off and not employed elsewhere must return to work within twenty-four (24) hours after being contacted personally. When the

employee cannot be contacted or is employed elsewhere, the Employer will then notify the employee by registered mail to his last known address to return to work and he will be allowed three (3) working days from the date of receipt of notification to report for duty. The employee will notify the Employer within three (3) working days of receipt of such notice of his intentions. If an employee is recalled and is not immediately available for work, other employees with lower seniority standing may be recalled but will be temporarily employed until the senior employee reports.

- 8.9 It will be the employee's responsibility to keep the Employer and the Union notified as to any change of his address or telephone number so that they will be up-to-date at all times.

## **ARTICLE 9 – BULLETIN BOARDS**

- 9.1 The Employer agrees to permit posting of any notice of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose. The notice must have prior approval of management, unless it is an Official Union Notice.

## **ARTICLE 10 – LEAVE OF ABSENCE**

- 10.1 The Employer agrees to grant to employees an indefinite leave of absence, without pay or benefits, to work for the Teamsters Union, retaining and accumulating seniority during such leave. The leave of absence shall be revocable by the employee upon seventy-two (72) hours written notice.

## 10.2 **Personal Leave**

- a) The Employer may grant a leave of absence, without pay, for up to thirty (30) calendar days for personal reasons, to a seniority employee to be known as “personal leave”. If more than one employee requests personal leave for the same period or an overlapping period, and the Employer is unable to accommodate multiple leaves due to the requirements of the business, personal leaves will be granted on the basis of seniority.
- b) Requests for personal leave must be made in writing no less than four (4) weeks prior to the proposed commencement of the leave, unless the leave is for emergency reasons. Approval of such leave by the Employer shall set out the length of leave granted, the purpose and agreed terms, if any, upon which it is granted.
- c) An employee on personal leave shall not be considered to be laid-off and his seniority will continue to accumulate during his absence.
- d) Permission for the leave of absence or renewal of leave of absence shall not be unreasonable withheld by the Employer.

## 10.3 **Pregnancy Leave**

- a) An employee who has completed thirteen (13) weeks of employment and who is pregnant will be entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act.

- b) **An** employee on pregnancy leave will continue to participate in the Employer's benefit plans for the period of their leave unless they elect in writing not to do so, provided that they continue to pay the contributions, if any, for the period of such leave.

#### 10.4 **Parental Leave**

- a) Employees who have worked for the Employer for at least thirteen (13) weeks and are the parents of a natural or adoptive child are eligible for a leave of absence without pay in accordance with the provisions of the Employment Standards Act.
- b) Employees on parental leave will continue to participate in the Employer's benefit plans for the period of their leave unless they elect in writing not to do so, provided that they continue to pay the employee's contributions, if any, for the period of leave.

### **ARTICLE 11 – JOB POSTING**

- 11.1 When a vacancy or new job opening occurs, such vacancy or new job opening will be posted on the Bulletin Board and shall remain posted for a period of three (3) working days. In the event the Employer does not intend to fill a vacancy within five (5) working days for any reason, the Employer will notify the Business Agent to provide the rationale for the decision. Eligible seniority employees will have the right to bid for the position. Selection to such position shall be made on the basis on the applicants' skill and ability to perform the work. In addition, a seniority employee posting for



a Material Handler position must obtain and maintain a valid Lift Truck License.

With respect to the position of Team Leader and Quality Technician positions the decision will be based on the skill and ability of the applicants. When skill and ability of two or more applicants for such a position are relatively equal, seniority will be the determining factor.

- 11.2 The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted but any further vacancy may be filled by the Employer without posting. Should the successful applicant for such vacancy be unsatisfactory, he shall be returned to his former job and the vacancy may be filled without further posting. In filling such a vacancy without a further posting, the Employer will consider the original applicants for the vacancy.
- 11.3 An employee who has successfully bid under this Article shall not be entitled to bid on any other posted job for twelve (12) months from the date of the Employee's successful bid, except with the employer's written permission.
- 11.4 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies and jobs which become vacant while employees are on lay-off shall not be deemed to be vacant for the purposes of this Article.

## **ARTICLE 12 – VACATIONS**

- 12.1 An employee, who on the anniversary date of their hire each year, has:

- a) Less than one (1) year of continuous service with the Employer shall receive vacation pay equal to four percent (4%) of the employee's wages as per Employment Standards.
- b) One (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks vacation per year with pay equal to four percent (4%) of the amount of the employee's total wages in the previous year.
- c) Five (5) years or more of continuous service but less than twelve (12) years of continuous service with the Employer shall receive three (3) weeks vacation per year with pay equal to six percent (6%) of the amount of the employee's total wages in the previous year.
- d) Twelve (12) years or more of continuous service with the Employer shall receive four (4) weeks vacation per year with pay equal to eight percent (8%) of the amount of the employee's total wages in the previous year.

12.2 The term "total wages" does not include the previous year's vacation pay.

12.3 Vacation pay earned is to be paid the pay period prior to leaving on vacation, for the amount of weeks being taken.

12.4 The vacation period will be from January to December of each year. The Employer agrees to post a vacation list by department and shift by November of the previous year. This list shall remain posted for one (1) month and employees shall indicate their vacation

preference on this list. Vacation will be granted on the basis of seniority by department and shift. A vacation schedule will be posted by January of each year by the Employer. Where a conflict exists between two (2) or more qualified employees in the same department and shift for an available week of vacation time, the more senior employee shall have the choice of vacation week.

- 12.5 Employees will be allowed to take two (2) consecutive weeks vacation at one time, or more if within the operational requirements of the Employer.
- 12.6 Notwithstanding the foregoing, the Employer is permitted to schedule all employees for up to two (2) weeks of vacation during the summer shutdown.

### **ARTICLE 13 – PAID HOLIDAYS**

- 13.1 The following shall be recognized as holidays to be paid for on the basis of the employee's straight-time hourly rate multiplied by his regularly scheduled working hours:

New Year's Day	Thanksgiving
Good Friday	December 24 <sup>th</sup>
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

or days celebrated in lieu thereof, regardless of the day on which it falls. The Company will synchronize the foregoing holidays with the day its' customer requires.

- 13.2 In order to be eligible for holiday pay an employee must work his last scheduled shift before the holiday and his first scheduled shift after the holiday, unless he has

reasonable justification for his absence. In addition he must meet the following requirements:

- (a) He must not have been laid off for a period longer than fifteen (15) calendar days prior to or following the Holiday.
- (b) He must not have been absent from work due to sickness or injury for a period longer than six (6) months prior to the Holiday.
- (c) Employees who are off on sick benefits or WSIB, and who are paid for statutory holidays that occur during the period of disability will be allowed to take said statutory holidays upon their return to work.

13.3 Holiday pay for all employees shall be paid an amount equal to the employee's regular wage for the day, or as prescribed by the Employment Standards Act.

13.4 If an employee works on any of the above-cited holidays, he shall be paid for all hours worked on the holiday at one and one-half times his straight time hourly rate of pay in addition to his holiday pay as herein provided. A minimum of 'four(4) hours pay at time and one-half will apply whether the employee is required to remain at work for four (4) hours or not.

13.5 If any of the above holidays fall or are observed during **an** employee's vacation period, he shall be entitled to an extra day's vacation with pay.

## **ARTICLE 14 – HOURS OF WORK AND OVERTIME**

- 14.1 The normal hours of Work consist of eight (8) hours in a day and forty (40) hours per week Monday to Friday.
- a) The normal hours of work for all employees shall be eight (8) hours per day Monday through Friday, forty (40) hours per week.
  - b) It is understood that the normal daily scheduled hours or normal work week may be varied on ten (10) days notice to the Union.
  - c) Employees reporting to regular scheduled shift will be offered three (3) hours of work, except where plant operations are affected by power outage or Act of God.
- 14.2 The regular work day shall include a twenty (20) minute paid lunch period, provided the employee is working on a three (3) shift operation. If the employee is working on a two (2) or one (1) shift operation, there shall be a thirty (30) minute unpaid lunch period.
- 14.3 All hourly rated employees will be allowed a break not in excess of ten (10) minutes without loss of pay in the first half shift and a break not in excess of ten (10) minutes without loss of pay in the second half shift.
- 14.4 Time and one-half the employee's straight time hourly rate shall be paid for all hours worked in excess of forty-four (44) hours per week.
- 14.5 All hours paid for a statutory holiday will be added to and computed into the employee's total hours worked that week in which it falls.

- 14.6 This Article is intended to define the normal hours of work in a week. It shall not be construed as a guarantee of any hours.

## **ARTICLE 15 – HEALTH & WELFARE / PENSION**

- 15.01 The Company will remit the full costs, applicable taxes, of any government sponsored health insurance program as required by the Province of Ontario.
- 15.02 Commencing September 1, 2011, the Employer will pay the premiums listed below for the Teamsters Local 879 Health and Welfare Plan on behalf of seniority employees who work nine (9) or more shifts in a calendar month. The Employer will execute the Standard Trust Agreement provided to all other Employers in the Plan. The Union will supply a benefit booklet to each employee.

September 1, 2011 - \$175.00 per member (employee) per month.

September 1, 2012 - \$197.75 per member (employee) per month.

September 1, 2013 - \$223.46 per member (employee) per month.

### 15.03 **Pension Plan**

The Employer will pay the sum of \$0.25 per compensated hour on behalf of each seniority employee as a contribution towards the Teamsters, Hamilton and Vicinity Ready-Mix Producers Pension Plan Trust Fund. All seniority employees will be required to enroll in the Plan. “Compensated hours” only applies to the following:

- i) straight time hours worked;
- ii) overtime hours worked;
- iii) paid vacation days;
- iv) paid holidays;
- v) bereavement leave days

The Employer will execute the Standard Trust Agreement provided to all other Employers in the Plan. The Union will supply a benefit booklet to each employee.

- 15.04 The Company will supply a covered smoke area reasonably located in designated areas.
- 15.05 The Company will pay employees compelled to attend Company meetings outside their scheduled working hours at their straight time classification rate.

## **ARTICLE 16 -- BEREAVEMENT**

- 16.1 The Employer will grant upon request, up to three (3) scheduled working days leave of absence with pay at the employees regular hourly rate in the event of the death of an employee's father, mother, spouse, common-in-law spouse, same-sex partner (*as defined by law*), child, step-child, brother, sister, grandchild, mother-in-law, father-in-law. Should more time be required for any reason relating to the death, such unpaid leave not be unreasonably withheld.
- 16.2 In the event of the death of an employee's grandparent, brother-in-law or sister-in-law, the employee will be granted one (1) day's leave of absence with pay.

## **ARTICLE 17 – REPORTING ALLOWANCE**

- 17.1 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available will receive not less than three (3) hours pay at his regular hourly rate. The employee may be assigned to any duties that are available for these hours, or be allowed to leave, at the discretion of the Employer.
- 17.2 The provisions of this Article will not apply where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided the Employer with his current addresses and telephone number.

## **ARTICLE 18 – CALL-BACK**

- 18.1 If an employee is called into work after having left the Employer's premises upon completion of his regular scheduled shift, he will receive a minimum of three (3) hours pay at his regular straight time hourly rate or time and one-half for all hours worked, whichever is greater.

## **ARTICLE 19 – JURY DUTY**

- 19.1 If an employee is called for jury duty or to serve as a Crown Witness on his normal working day, the Employer agrees to pay the equivalent of the employee's regular shift, at straight time less the amount received for jury duty or Crown Witness pay.
- 19.2 It is understood in the application of this clause that if an employee is released from jury duty/Crown Witness services prior to four (4) hours before the end of his



normal shift, he must report for work as soon as possible to be entitled to this benefit.

## **ARTICLE 20 – WAGES**

### **20.1 SCHEDULE “A”**

<b>Job Classification</b>	<b>August 1, 2011</b>	<b>August 1, 2012</b>	<b>August 1, 2013</b>
Assembler	\$13.50	\$14.00	\$14.50
Material Handler	\$14.00	\$14.50	\$15.00
Quality Technician	\$14.50	\$15.00	\$15.50
Team Leader	\$14.50	\$15.00	\$15.50
Material Team Leader	\$15.25	\$15.25	\$15.50

Note: Team Leaders in the Material Handler Classification will perform the Shipping/Receiving functions.

Note: Probationary employees will receive \$2.00 per hour less than the applicable rate for their position. Upon attaining seniority, they will be paid \$1.00 per hour less than the applicable rate for their position until they have completed one (1) year of service. Thereafter, they will be paid the applicable rate for the position.

20.2 Job descriptions of each classification to be defined.

20.3 Wages to be paid through direct deposit no later than 3:00 p.m. Thursday of each week.

20.4 The Employer will pay bargaining unit employees on the negotiating committee for all time lost during contract negotiations up to and including Conciliation.

- 20.5 An employee temporarily transferred to a higher rated position by the Employer shall receive the higher rate of pay for time worked in the higher rated classification.
- 20.6 An employee temporarily transferred to a lower rated position by the Employer shall not have his rate reduced, but will receive his regular rate of pay. This section will not apply if the transfer is a bump to avoid lay-off, or in any way related to a lay-off.

## **ARTICLE 21 – GENERAL**

- 21.1 In case of an injury at work, the Employer will compensate the injured Employee at his applicable rate for loss income due to time off on the day of injury.. The Employer will supply transportation to and from the place of medical treatment.
- 21.2 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.
- 21.3 The Employer will pay the regular hourly rate for all employees compelled to attend Employer meetings.
- 21.4 Where the Employer requires an employee to take training, the employee will be paid at his normal rate of pay for all time spent in such training.
- 21.5 Employees scheduled to work such hours that they will not have three (3) consecutive hours off work during polling hours will be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statute.

## **ARTICLE 22 – MEDICAL EXAMINATION**

22.1 Any medical examination by a Company doctor requested by the Employer must comply with the existing privacy legislation and all relevant jurisprudence. Subject to the above, if an employee takes a medical examination during working hours, he shall be paid for the time involved, the cost of the exam and thus not lose any pay as a result of his taking a medical examination.

## **ARTICLE 23 – HEALTH & SAFETY**

23.1 The Employer and the Union agree that they mutually desire to maintain high standards of health and safety for the employees in order to prevent injury or illness. The Employer and the Union agree to establish a Health & Safety Committee consisting of three (3) Employer and three (3) Union employee representatives (one (1) per shift). Meetings will be held monthly during working hours. The Employer will pay participating employees at their regular rate of pay for the time required.

23.2 Employees shall wear CSA approved safety boots/shoes which meet the requirements outlined in the Occupational Health & Safety Act and its regulations.

The Employer will pay all active seniority employees as of February 15<sup>th</sup> each year the sum of \$80.00 as a contribution toward approved safety boots/shoes. Such payment will be made during the month of February. Seniority employees who are inactive on February 15<sup>th</sup>

due to layoff, sick leave, WSIB or leave of absence will be entitled to such payment upon their return to active employment. Employees attaining seniority after February 15<sup>th</sup>, will be entitled to such payment the following February.

- 23.3 The Employer agrees that employees will be supplied all required Personal Protective Equipment.

## **ARTICLE 24 – SUPPLEMENTAL STAFFING**

24.1 Supplemental staff will be utilized through Employment Agencies for legitimate business needs within the following guidelines:

1. In no case will the Company allow a supplemental staff to work more than ninety (90) shifts during a twelve (12) month period, unless extended by mutual agreement. Any supplemental staff who works beyond such period will be hired as a probationary employee with the Company and becomes subject to the provisions of Article 8.2 of the Collective Agreement thereafter.
2. Supplemental staff will not be utilized while any full-time employees of the Company are on involuntary layoff with a right to recall into that classification.
3. Any available full-time position not filled in accordance with Article 8 – Seniority, will be filled by a qualified supplemental staff person.
4. Supplemental staff shall be paid wages by the Employment Agencies. They will not become

employees of the Employer until they commence their probationary period.

5. Should the Company wish to discontinue the use of supplemental staff it will notify the Employment Agency. Such action will not be the subject of a grievance or arbitration pursuant to this Agreement.
6. The Company shall pay the Union a flat monthly fee of \$250.00 for the right to utilize Supplemental Staff in this regard.

## **ARTICLE 25 – TEAMSTERS LOCAL UNION NO. 879 INDUSTRIAL ADVANCEMENT FUND**

- 25.1 The Company will pay one cent (\$0.01) per hour for all hours for which wages are payable for each employee to a maximum of forty hours (40) per week for all full-time employees in the bargaining unit. Such monies deducted will be payable to the Local Industrial Advancement Fund by the 15<sup>th</sup> day of the month following to which they refer.

The Union may file a grievance with the Employer if contributions are not remitted by the date due.

## **ARTICLE 26 – COPIES OF COLLECTIVE AGREEMENT**

- 26.1 Both the Company and the Union agree to equally share the cost of copies of the Collective Agreement to be distributed to the members, Company and L.R.B.O.

**ARTICLE 27 – DURATION OF AGREEMENT**

- 27.1 This Agreement shall continue in full force and effect from August 1, 2011 to July 31, 2014 and shall continue automatically thereafter for annual periods of one(1) year unless either party notifies the other party in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.
- 27.2 Negotiations shall begin within fifteen (15) days following notification as provided in the preceding paragraph.
- 27.3 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until conciliation and mediation proceedings prescribed by the Ontario Labour Relations Act have been completed.
- 27.4 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by their duly authorized officials and/or representatives as of this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

FOR THE COMPANY:

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Ch, counsel

FOR THE UNION:

~~\_\_\_\_\_~~  
Dan Milam  
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