

SOURCE	CO.		
EFF.	84	04	82
TERM.	96	12	31
No. OF EMPLOYEES	65		
NON-RE EMPLOYEES	FN.		

COLLECTIVE AGREEMENT

BETWEEN :

CUSTOMIZED TRANSPORTATION, LIMITED

- and -

TEAMSTERS CHAUFFEURS, WAREHOUSE MEN

AND HELPERS, LOCAL 141

No. <b>507-356</b>		
CERT. FILE		
CERT. DATE		
MALE EMPS		
FMLE EMPS		
TOTAL EMPS <b>65.</b>		
EFF. DATE <b>02-APR-94.</b>		
EXP. DATE <b>31-DEC-96</b>		
CODING CONTROL	DATE	CODER
IDENT. CODED	<b>ap 18 96</b>	<b>MS</b>
SUB. PROVS CODED		

1048601

EXPIRY DATE: DECEMBER 31, 1996

10486(01)

## ARTICLE 1 - GENERAL PURPOSE

1.01 *The general* purpose of **this** Agreement is **to** establish and maintain mutually satisfactory collective bargaining **relations** between **the** Employer and **its employees** within **the** Bargaining Unit, **to provide** for the **prompt** disposition **of grievances**, **to assure** the continuous, harmonious, efficient, economical and profitable operation of the Employer, and **to obtain** the highest level of employee **efficiency** and performance. and to establish and maintain mutually satisfactory **working** conditions, hours of **work and** wages all of which are set out in this Agreement for all employees.

**ARTICLE 2. - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole collective **bargaining** agent for **all employees employed** by Customized 'Transportation Ltd. at St. **Thomas ,Ontario,save** and except supervisors, persons above the rank of supervisor, office, clerical and sales **staff.**
- 2.02 **The** Union recognizes the Employer's responsibility to **meet the requirements** of its customers who furnish the source of employment for the Employer's employees. The Union will cooperate with the Employer's attempts to satisfy its customers where possible. and will cooperate with the Employer's efforts to improve the efficiency of its workforce.
- 2.03 Where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine and vice-versa. where the context so requires.
- 2.04 Where the singular pronoun is used in this Agreement it shall be deemed to include the plural and vice-versa where the contract so requires.

**ARTICLE 3. - NO DISCRIMINATION**

3.01        **The Employer and the Union agree** that there will **be** no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or **by** any **of** their representatives or members because **of** any employee's **membership** in the Union or because of his **activity** or lack of activity in the **Union.**

3.02        It is further agreed that there shall be no other Union **activity** on the **premises** of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing.

**ARTICLE 4. - UNION SECURITY**

4.01 **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.

4.02 All employees hired prior to the date of the signing of this Agreement **must**, as a condition of their continued employment, authorize the **Employer** 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. The Employer agrees that it will deduct once per month, a sum equal to regular Union dues from each employee in the Bargaining Unit. The Employer agrees that it will remit the total amount of such deductions to the head office of the Local Union not later than the **15th day** of each month following the month the deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made.

4.03 The Employer agrees to include the annual total of dues deducted on each employer's T-4 slip.

4.04 **Initiation Fee Deductions**

All employees shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's Initiation Fees in instalments of \$25 (Twenty Five Dollars) 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.

- 4.05        **The Union** will **advise** *the* Employer in writing of **the amount** of **its regular** dues. The amount so advised shall continue to be deducted until **changed by** further written notice to the Employer.
- 4.06        The **Union** agrees to save the Employer harmless and to indemnify the Employer with **respect** to **any claim** made against the Employer **by** any employee or any group of employees arising out of the deduction **of** Union dues **as** herein provided **so** long as the Employer has been notified **by** the **Union** in writing with respect to the deduction of Union dues.
- 4.07        **The Union** will notify the Employer in writing of any arrears in dues 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 Local Union's rate. **The Union** will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.
- 4.08        Checkoff Lists  
The Union checkoff form may be  
(i)     a Union provided form.  
(ii)    a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation" and "Re-Initiation Fees",
- 4.09        Forms to be Signed by New Employees  
The Union will supply the Company 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 **day** of hire. It will be the responsibility of the Company to ensure that **all** completed **Applications** for

Membership Forms are returned to the Union. All forms **shall be** returned to the Union within **seven (7) days** from *the* **date** of hire.

4.10 All new **employees** eligible for membership in the **Union** shall as **a** condition of their employment, join the Union **upon** completion of their probationary **period**.

**ARTICLE 5. - MANAGEMENT RIGHTS**

5.01 The Union recognizes **that** the management of the operations and **the direction** of the employees are fixed exclusively in the Employer and **shall remain solely with the Employer** except **as** expressly limited **by** the clear **and** explicit **language of some** other provision of this Agreement and, without restricting the **generality** of the **foregoing**, the Union acknowledges **that** it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay **off**, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause provided that a **claim** by an employee who has successfully completed his probationary period that he **has been** disciplined, suspended or discharged without just cause **may be** the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation **and** high **standards of service**, the hours of work, work assignments, methods of doing the **work**, **and** the working establishment of the service, **and** all other matters concerning the Company's operation and not otherwise specifically dealt with elsewhere in this Agreement;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to **be used**, the methods and techniques **of work**, the number of employees to be employed, the extension, limitation, curtailment or **cessation** of operations or **any part** thereof, and to determine and exercise all other functions **and prerogatives** which **shall** remain solely **with** the Employer except as specifically **limited** by the express provisions of this Agreement;



- (e) **make.** enforce and alter from time ~~to~~ time reasonable rules **and** regulations to ~~be~~ observed by the employees which ~~are~~ not inconsistent with the provisions **of this** Agreement;
  
- (f) it is expressly understood and agreed that a breach of any of the Employer's rules or of any of the provisions of this Agreement, shall **be** conclusively deemed to be sufficient cause for discipline or dismissal **of** an employee, provided that nothing herein shall prevent an employee **who has successfully** completed the probationary period from going through the grievance procedure.

**ARTICLE 6. - UNION REPRESENTATION**

**Stewards**

6.01 The Employer **acknowledges** the right of the **Union** to **appoint** one **Steward** for highway **drivers** and one Steward for warehouse employees, **and if operations are** such as cannot be **covered** by these Stewards. additional **Stewards** may **be** appointed. It is understood **that Stewards will** be designated such that no more **than one such** Steward is employed on each shift.

**Negotiating Committee**

6.02 The Employer acknowledges the right of the Union to appoint or select a Negotiating Committee. The Employer agrees to recognize a bargaining committee **consisting of up** to three (3) employees from the bargaining unit, plus the Union Representative for the purpose of amending or renewing the present Agreement. The Union will notify the Employer of the name of such committee members as far in **advance** of negotiations as possible.

6.03 No employee shall act in the capacity of Steward, or committee member **as** referred to in this Article until after he has successfully completed his probationary period.

6.04 The Union acknowledges and agrees that Stewards **and** other employee committee members as prescribed in this Article have **regular** duties to **perform** in connection with their employment.

6.05 For **meetings** that are scheduled during the employee's regularly scheduled hours of **work**, such employee will first obtain his supervisor's permission before **leaving** the **work** place to attend such **meeting** and will advise **the** supervisor upon his return to active duty. In accordance with this understanding, it is agreed that:

- (a) the **Steward** in attendance during the grievance **procedure and the grievor** (**except in cases of** discharge or meetings held **during a grievor's suspension**)

shall receive their regular pay for all regularly scheduled straight **time working** hours lost **due** to attendance at such grievance meetings **with** representatives of the Employer to a cumulative total maximum of two **(2) regular hours, up to but not including** attendance at the arbitration hearing;

- (b) The members of the Negotiating Committee **shall** receive their **regular pay** for all regularly scheduled straight time **working** hours **lost** due to attendance at negotiating meetings with the Employer, up to but not including **conciliation**.
- (c) all other meetings, attended either during or outside of **working hours shall** be without **pay**, unless provided otherwise by law.

6.06 It is understood **that** the business representative of the Union shall be **allowed to** enter the Employer's premises to deal with the administration of the Agreement. Upon entering the Employer's premises, the Business Representative shall notify the Plant Manager or his designate and it is agreed that such visit shall not interfere with the Employer's operations.

6.07 The Employer agrees to notify the Union in the event of the dismissal of any employee.

**ARTICLE 7. - NO STRIKES OR LOCK OUTS**

- 7.01 The Union agrees that **there will be no strike, picketing, slow down, boycotts, sympathy strikes, sit downs, walk outs, or stoppage of work**, either complete or **partial**, or other collective **action which will stop** or interfere **with the company's business of any nature for any reason whatsoever**. Should **any such action take place**, the **Union** will repudiate forthwith and **require its members to return to work**. In addition, the company shall **have such rights and recourse as the law may provide**.
- 7.02 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.
- 7.03 It shall not be a violation of this Agreement for employees covered hereunder to refuse to cross a picket line where such crossing would result in a personal **injury** or damage to the vehicle.
- 7.04 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 7.05 Each **party** recognizing the rights of the other in this regard **agrees that the** Union will notify the Employer of any strike or picket line activity and that the Employer will notify the Union if, in their opinion, such strike or picket line is **illegal** or is unduly **prejudicial to the** interests of the Employer, its employees or the Union.
- 7.06 in such cases, a meeting will be held in order to mutually agree **on a policy**. In the event that the Employer and the Union cannot agree, each party **reserves** the right to take whatever action it deems necessary and appropriate.

**ARTICLE 8. - GRIEVANCE PROCEDURE**

8.01 For purposes of this Agreement, a grievance is defined as a difference arising **between** the parties relating to the interpretation, application, administration or alleged violation of this **Agreement** including any question as to **whether a** matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees **shall be** adjusted as **quickly** as possible, and it is understood that an employee **has** no grievance until he has First given his immediate supervisor the **opportunity** of adjusting his complaint. If an employee has a complaint, such complaint **shall be** discussed with his immediate supervisor within five (5) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within three (3) calendar days the employee may proceed with the grievance procedure within three (3) calendar days following the decision of the immediate supervisor. Immediate supervisor for the purposes of this Collective Agreement means the first level of supervision outside of the bargaining unit.

8.03 The grievance of the employee properly arising under this Agreement must be adjusted and settled as follows:

**Step No. 1**

The employee must submit a written grievance, signed and dated by the employee, to his immediate supervisor. The nature of the grievance, the specific remedy sought, and the section or sections of *the* Agreement which are alleged to have been violated must be **set** out in the grievance. The immediate supervisor will deliver his **decision** in writing within three (3) calendar **days** after receipt of the grievance in **writing**. Failing settlement, the next step of the grievance procedure may be **taken**.

Step No. 2

Within three (3) calendar days following the decision under Step No. 1, the employee must submit the written grievance to the Manager or his designate. Within three (3) calendar days of the receipt of the grievance by the Employer, (or the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. The grievor must be present at this meeting (in a group grievance, a representative grievor must be present), unless the grievor is hospitalized and it is impractical to delay the meeting until the grievor is available. A decision in writing shall be delivered by the party receiving the grievance within five (5) calendar days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply at Step No. 2 is given. If no written request for arbitration is received within such ten (10) calendar days period, the grievance must be deemed to have been abandoned.

8.04

Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within five (5) calendar days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 2 within ten (10) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph shall not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed. A Policy Grievance will not result in a compensatory remedy with the exception of a remedy pursuant to Article 4 or 7.

8.05

Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed his probationary period must be reduced to writing and originated under Step No.

2 within five (5) calendar days of the employee being notified of his discharge. The nature of the grievance, the remedy sought, and the **section** or sections of the **Agreement which** are **alleged to have** been violated **must** be set out in **the** grievance which shall be signed by the employee. Notwithstanding anything in this **Agreement**, a probationary employee **may** be disciplined or discharged **at** the sole discretion of and for any reason satisfactory to the Employer. The parties agree that the discipline or dismissal of a probationary employee as noted herein **does** not constitute a **difference** between the parties **and is** therefore not subject to the grievance and arbitration procedures.

8.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be in **writing and shall be** final and binding **upon** the Employer and the Union and the employee or **employees** involved.

8.07 No Union representative or steward may solicit grievances from employees during the course of their normal duties.

8.08 All monetary grievances that are mutually agreed upon shall be paid **within two (2)** pay periods of such agreement by separate cheque.

**ARTICLE 9. - ARBITRATION**

- 9.01 If the Employer or the Union requests that a grievance be submitted to **arbitration**, as hereinbefore **provided**, it shall make **such** request in writing addressed **to the other party to this** Agreement and at the same time name a Nominee. Within **five (5)** calendar days thereafter, the other party shall name a Nominee provided however, that if such party **fails to name** a Nominee **as** herein **required**, the **Ministry of Labour** shall have power to effect such appointment upon **application** thereto **upon the party** invoking **the arbitration** procedure. The two Nominees shall attempt to **select** by agreement a Chairperson of the Arbitration Board. If they are unable to **agree upon** such a Chairperson within a period of fourteen (14) calendar days, they shall **then** request the Ministry of Labour to appoint a Chairperson. At the **option** of either party, a sole Arbitrator may be substituted for a Board of Arbitration. In the event of such mutual agreement, the parties shall exchange names of potential Chairpersons in an effort to reach agreement within a period of fourteen (14) **calendar** days. *If such agreement is not forthcoming within such time limit* they shall then request the Ministry of Labour to appoint a Chairperson.
- 9.02 No person may be appointed as an Arbitrator who **has** been **involved** in **an attempt** to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The **Board** of Arbitration shall not have any power to amend, alter, **modify** or **add** to any provisions of this Agreement or to substitute any new provision for any existing **provisions**, or to render any decisions inconsistent with the **terms** and provisions of this **Agreement**. The function **and** purpose of the arbitrator **is** to determine disputed interpretation of the express terms of this Agreement, or to **determine disputed** facts upon which the application of those **express terms** depend. **An** arbitrator shall not have authority nor **shall** he or she consider **it** his or her



function to include the decision of any issue not **submitted**. **Past practice of the parties in interpreting or applying terms of the Agreement can be relevant** evidenced to the extent **that** it does not restrict the terms of this Agreement **and an arbitrator shall not have jurisdiction to determine that the parties by practice or implication have amended or supplemented any of the written terms of this Agreement.**

9.05 **The proceedings of the Arbitration Board will be expedited by the parties hereto and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.**

9.06 Each of the parties hereto will bear the expense of the Nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

9.07 The time limits set out in both the grievance and arbitration procedures herein are exclusive of Saturdays, Sundays, plant shut-downs, and paid holidays. Such time limits are mandatory and the failure to comply strictly with such time limits **except** by the written agreement of the parties shall result in:

- (a) if the grievance has not been processed by the Employer within the **prescribed** time limit, the grievance may be advanced to the next step by the grievor (or the Union in the case of a policy grievance) within the time limit as prescribed;
- (b) if the grievance has not been processed by the grievor in accordance with all of the time limits prescribed, the grievance **must be deemed to have been settled and/or abandoned** and the parties agree that the arbitrator **has no jurisdiction to extend** the time limits pursuant to the Collective Agreement and that there is no difference between the parties with respect to this issue.

- 9.08        **The Board of Arbitration** shall not **have** the power to substitute its **judgment** for that of **the Employer** *on* any issue involving the **exercise** of discretion **by the Employer** **under** the terms of **this** Agreement, however an Arbitrator shall **have** the power to **vary** or set aside discipline imposed.
- 9.09        An employee is entitled *to* Union representation in the form **of a Stewart** or designated alternate **at all stages of the grievance/arbitration** procedures if he **asks** for it.

**ARTICLE 10. - SENIORITY**

10.01 **An employee** will be considered on probation until after he **has completed ninety (90) calendar days** of employment in the bargaining unit since the last date of hire into the bargaining unit. If the Employer decides to terminate an **employee at** any time during the employee's probationary period for any **reason** whatsoever, such action by the Employer shall not be subject to the **grievance or arbitration** procedures and does not constitute a difference **between** the parties.

10.02 Upon successful completion of such probationary period, the employee's name **will** be placed on the seniority list and credit shall be given since the date of last hire. Seniority rights **as** created by this Agreement, exist only to the **extent** expressed herein **and** do not survive beyond the terms of this Agreement. Seniority shall not *prohibit the* company from *discontinuing* its operation, in whole or in part, It **will** also not prohibit the company from discontinuing a job classification or *rearranging* duties within a classification. The **purpose** of seniority is to provide a policy governing **work** preference, layoffs, and recalls.

10.03 In January of each year and every three (3) months thereafter, the Employer shall prepare and *post* seniority lists of all regular employees showing the employee's seniority according to the records of the Employer, a copy of such list will be sent to the Union Business Representative. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing within **fifteen (15) calendar days** From the current date of posting.

10.04 **Loss of Seniority and Employment Rights**

**An** employee shall lose all service and seniority and shall be deemed to have **terminated** if he:

- (a) quits, resigns, or is **discharged and such discharge** is not **reversed** through the grievance **and** arbitration process:

W. W.  
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- (b) has been laid off for the length of employee's seniority, or ~~twelve (12)~~ calendar months, whichever is less, and it is understood and **agreed** that there **is** no responsibility or obligation for reemployment of probationary employees who are laid off during the probationary period;
- (c) is absent for any reason (other than vacation or approved **leave of** absence pursuant to this Collective Agreement) for a period of the employee's length of seniority or twelve (12) calendar months, whichever is less;
- (d) is absent from scheduled **work** for two (2) or more consecutive scheduled **work** days without providing a reason that in the employer's opinion is satisfactory;
- (e) fails to return to work upon the expiration of a leave of absence, or, utilizes a leave of absence for a purpose other than that for which it **was** granted;
- (f) fails upon being notified of a recall to signify his intention to return within forty-eight (48) hours after he has received a notice of recall and fails to report to work within two (2) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.
- (g) reaches age 65 or retires earlier.

10.05 retention of Seniority After Promotion

Employees promoted to a position outside the bargaining **unit** will continue to accrue seniority for up to six (6) months from the date of such promotion. If the employee returns to the bargaining unit within 6 months, their seniority shall continue unbroken. Following 180 **days** outside the bargaining **unit**, the employee shall lose

all seniority. This Article shall be applied only once for any employee **during the** term **of** this **Agreement**. It **is** understood and agreed that from **the date** of such promotion, **such** employee forfeits any and all recourse to the grievance and arbitration **procedures**.

**ARTICLE 11. - LAYOFF AND RECALL**

11.01 This provision only applies to layoffs of ten (10) **scheduled** shifts or **longer**. For the purpose of layoff and recall to employment, seniority **shall** be defined **as** continuous **service with** the Employer since the last **date** of hire into the **bargaining** unit inclusive of vacations.

11.02 When **the** Employer decides that a layoff is necessary in any classification or **a** recall to a position in any classification is available, the **following factors** shall **be** considered:

- (a) skill, ability, experience, competence, and qualifications;
- (b) seniority within the classification.

When, in the judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern.

11.03 (a) In the event of a layoff, it is understood and **agreed** that it is in **all** of the parties best interest to retain the **best possible work** force available. The Employer's decision as to which employee to retain therefore will be governed by the above noted provisions and it is expressly understood and agreed that there **will** be no bumping between employees who work in the warehouse and employees who are employed as drivers.

(b) In the event of a layoff of a driver or warehouseman, such employee shall have recall rights only to their respective classifications for the **period** of time stipulated in Article 10.04(b) subject to the following:

If the Employer, in its **sole** discretion, determines that **a** permanent **vacancy** in the driver or warehouseman **classification** exists as per Article 12.01, prior

to posting or hiring from outside the Employer will offer **the driver** or **warehouseman** position to an employee in **the opposite** classification, **ie of the vacancy is** in the warehouse, the offer will be made to the **driver**, or vice versa. provided:

- (i) **there are no employees** with **recall rights** from the **classification** where the **vacancy exists**; and
- (ii) the employee, to whom the position is offered **has** in the **judgment of** the Employer the skill, ability, experience, competence **and** qualifications to perform the work.

The successful candidate would go to the bottom of the seniority list for **that** classification for purposes of future layoffs.

11.04 In the event of a layoff or termination of employment, the final **pay will be made** available within **two (2)** pay periods.

11.05 Any employee laid off for a period of longer than ten (10) scheduled **shifts**, shall receive all his or her accrued vacation pay **upon** request.

**ARTICLE 12. - JOB POSTING**

12.01 A determination of the existence **of** a **vacancy within** the bargaining unit shall be in the sole discretion of the Employer.

12.02 When the Employer determines that a **vacancy exists** within the bargaining unit, a notice shall be posted in the work place for **seven** (7) calendar days.

12.03 In assessing the applicants, the Employer **shall** consider the following **factors**:

(a) **skill.** ability, experience, competence **and** qualifications;

(b) seniority with the Employer.

When, in the judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern.

12.04 An employee selected as a result of a posted vacancy shall not be considered for a further permanent vacancy for a period of **up to six** (6) months from **the** date of his selection.

12.05 **The** Employer will provide the Union office with a copy of all job postings.



**ARTICLE 13.- LEAVES OF ABSENCE**

**13.01      Personal Leave**

The Employer **may** grant a leave of absence without pay for a **period of thirty (30) days** or less to any employee **who** has successfully completed the probationary period for legitimate **personal reasons** provided the employee **can be spared having due regard for the proper and efficient operation of the Employer** and the needs of the Employer. Any personal leave of absence granted hereunder **must not exceed thirty (30) calendar days**. **Application** for such leave shall **be made in writing to** the Employer as far in advance **as possible, but in any event at least four (4) weeks prior** to commencement of the leave. The four (4) week period will be waived in circumstances where such notice in **advance** would in **the circumstances** be impossible. The employee will accumulate service and seniority during such leave.

13.02

**Child Care Leave**

- (a) Child care leave will **be** granted in accordance with the provisions of the Canada Labour Code.
  
- (b) When persons are hired to replace employees **who** are on approved child care leave, **the** period of employment of such persons will not exceed the child care leave. **The** release or discharge of **such** person **shall** not be the **subject of** a grievance or arbitration.

13.03

**Bereavement Leave**

**In the** case of death in spouse, parent, step parent, brother, sister, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, (the "immediate family") of an employee covered **by** this Agreement, the employee will be protected against loss of his regular straight time hourly pay for scheduled **work up to a maximum of three (3) consecutive days prior to and inclusive of the day** of the funeral. If the employee requires additional unpaid time off, up to **twenty-five (25) days**, the Employer will grant the request.

13.04

**Jury Duty**

If an employee is required to serve as a juror in any court of law, or is subpoenaed to attend a court of law as a crown witness, the employee shall be protected against loss of regular straight time pay for scheduled hours to a maximum of eight (8) hours per day, provided that the employee:

- (a) Notifies the Employer immediately on an employee's notification that he will be required to attend court in either **capacity**;
- (b) Presents **proof** of service requiring the employee's attendance;
- (c) Deposits with the Employer the **full** amount of compensation **received** excluding mileage, travelling and meal allowance. and an official receipt thereof.

13.05

**Effect of Leave of Absence**

**In the event of an employee's absence without pay for any reason including layoff, the Employer will continue the employee's benefit premiums for the balance of the month in which the absence begins. Thereafter, the employee is responsible for full payment of all employee benefits in which the employee is participating. The employee may arrange with the Employer to prepay to the Employer the full premium of such employee benefits during the absence to ensure the employee's continued coverage.**

**ARTICLE 14.- PAID HOLIDAYS**

14.01 The company agrees that following **ninety** (90) days of work, all hourly rated employees shall receive **the** following holidays off, with holiday pay on the basis of **eight (8)** hours of pay at the respective regular straight time hourly rate. Highway drivers shall be **paid** nine **(9) hours** at the regular straight time hourly rate;

<b>New</b> Years Day	Friday Before <b>Lab.</b> Day
Good Friday	Labour Day
Friday before Vic. Day	<b>Thanksgiving Day</b>
Victoria Day	Christmas Eve Day
Canada <b>Day</b>	Christmas Day
Civic Holiday	<b>Boxing Day</b>

14.02 The **exact** dates upon which each of the above noted holidays will **be** scheduled **and** recognized will be determined by our customer, Ford - St. Thomas **Assembly** Plant to coincide with their production schedule as set out in the Memorandum of Understanding attached to this Agreement. To the extent that such **days** differ from the actual day, employees will be notified as far in advance as possible. The day so designated will then take the place of the actual day. The parties agree to this arrangement in accordance with the terms of the Canada **Labour** Code.

14.03 If an employee is **asked** to **work** on one of these holidays as designated, he **will** be paid one and one-half (1½) times the regular rate and will receive a **paid** day off **at** a later date. Paid holidays will not be used in computing an employee's eligibility for overtime.

14.04 To be eligible for holiday pay, the employee must work on his nearest scheduled **work day**, both **preceding and following** the holiday, **unless** the **company**, in its sole discretion, agrees otherwise. Probationary employees **and** part time employees who have not worked fifteen (15) **days** in the preceding four **(4) weeks** are not **entitled**

to holiday **pay**. Employees on vacation when a holiday occurs **will receive an extra day of paid vacation.**

**ARTICLE 15. - VACATIONS**

15.01        **The vacation year is July 1st through June 30th.**

15.02        **Employees working for the Employer shall be entitled to vacation days computed on the following basis as of the cut off day of June 30th in each year:**

(a)        employees who have completed less than one (1) year of continuous service as of June 30th shall be entitled to an **annual vacation of .833 days for each complete calendar month of service;**

(b)        employees who have completed one (1) or more years of continuous service but less than five (5) years of continuous service as of June 30th, shall be entitled to an annual vacation of two (2) weeks:

(c)        employees who have completed five (5) or more years of **continuous service** as of June 30th shall be entitled to an annual vacation of three (3) **weeks;**

15.03        **Vacation shall not be accumulative from year to year. It shall be compulsory for all employees to take their vacations, and they must be taken in the current calendar year.**

15.04        (a)        **Vacation pay shall be based upon the employee's regular hourly rate at the end of the vacation year and shall be paid at the rate of four (4) percent of total wages paid to the employee during the vacation year for employees with less than five (5) years of continuous service as of June 30th, and at the rate of six (6) percent of total wages paid to the employee during the vacation year for employees who have completed five (5) or more years of continuous service as of June 30th. "Total wages" excludes fringe benefits, discretionary bonuses, expenses, travel allowances and previous years vacation pay.**



Vacation **pay** shall be paid by the Employer to the employee on the first full pay period in **July** of each year by separate cheque.

- (b) **Employees** who have qualified for two **(2)** or three **(3) weeks** vacation **and** who **sever or have severed** their employment after they have become **qualified for 2 or 3 weeks** vacation, as the case **may** be, **shall** receive **at** the date of the severance, or as **soon as** reasonably **possible** thereafter, the vacation **pay** computed at the rate of four **(4)** percent or *six* **(6)** percent **respectively** of **their** 'earnings since the termination of their **last computed** vacation pay.
  
- (c) Vacation pay will be computed at the rate of two **(2)** percent of annual earnings for each week of vacations 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 **(50)** percent of the time in the previous vacation year. Vacations and general holidays **shall** be considered **as** time **worked**. This provision shall only apply to employees on short time **due** to sickness *or* workers' compensation **and** shall not apply to employees who **sever** or have their employment severed.

15.05 The Employer **shall** schedule vacations in accordance with the following guidelines:

- (a) the Employer shall make the sole determination as to the **number** of employees that can be absent on vacation at any one time;
  
- (b) employees must submit their choice of vacation by no later than February 1st of each year;
  
- (c) vacation **lists shall** be finalized and posted by no later than March 1st of each year;

- (d) the time of vacation for each employee each **year** will be **mutually arranged** between the employee **and** the Employer, taking into account **proper** coverage for servicing our customers;
- (e) if there is a dispute **over vacation days** between employees, **seniority** of an employee shall be the governing factor, provided **that** the senior employee's vacation request **was** submitted **in** accordance with the requirements of the Collective Agreement;
- (f) in addition, should **the** parties be unable to mutually agree upon the time for taking vacations by March 15th **in** any year. the decision **will** be that of *the* Employer;
- (g) vacation must be completed by October 30th in the year following the vacation year in which the credited service occurred **and** must be taken in *increments of at least one (1) week* or in the case of employees with less than one (1) week's vacation entitlement all vacation must be **taken** at one time.
- (h) Notwithstanding all of the **above**, one **week** of the vacation period **must** be scheduled during the **plant** shut-down each year **with** the exception of any needs the Employer may require to schedule during this period. The **plant** shut-down shall be observed as follows:  
  
1994  
1995  
1996
- (i) Employees, while on vacation cannot be called into **work** except by **mutual** agreement. Any calls **will** be by seniority from the classification **where** the **work** is available. In **the event** of such mutual agreement, the vacation time not used shall be scheduled at a later date by mutual agreement.

**ARTICLE 16. - HOURS OF WORK**

16.01 (a) **The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement, nor shall any of the following provisions be construed as a guarantee of work.**

(b) For Shuttle Drivers and Warehousemen, the **standard hours of work shall be eight (8) hours per day and forty (40) hours per week. Starting and stopping times may be modified by the Employer to meet varying production demands. An employee will receive one and one-half (1½) times the regular hourly rate for every hour worked in excess of forty (40) in one payroll week or in excess of eight (8) in one work day. Workers will receive a thirty (30) minute unpaid lunch break. There shall be no pyramiding of overtime or premium pay. The company reserves the right to schedule the work, including, where necessary, overtime and to assign employees to perform such work as the Employer deems necessary. When overtime over forty-eight (48) hours per week is needed, management will ask for volunteers from the top of the seniority list down. If there are insufficient volunteers, the Employer will have the right to select employees for overtime from the bottom of the seniority list up. All overtime work will be assigned by classification noted elsewhere in this Agreement in a manner such that drivers only will be considered for driving assignments, warehouse employees only will be considered for warehouse overtime.**

(c) Line Drivers shall be governed by the terms of the *Canada Labour Code*.

16.02 All employees shall report to work at the beginning of their designated shift, to be determined by the company. Any deviations from the regular schedule will be communicated to the employee as soon as possible. There will be no minimum or maximum guaranteed number of hours.

16.03 Break **Periods:** All **employees** will be **allowed** two (2) **fifteen (15) minute breaks** *each day*. In the event of overtime, there will be one **additional fifteen (15) minute break** **prior** to the commencement **of** the overtime, provided the overtime to **worked** **is** in excess **of** one hour. The scheduling **of** breaks will be at **such time as to least interfere** with production, with **one** in the first **four (4) hours** of the **work day** and **one** in the second **four (4) hours** of the work day whenever possible,

16.04 **Pay Periods**

(a) The interval between **pay dates** shall be **no longer** than two (2) weeks, **and** in the event that the Employer changes from **a one week pay period** to a two (2) week **pay period**, three (3) **clear months** notice shall **be given** by the Employer. **Advances** shall be made to employees on request, to **assist during** the adjustment period, and such adjustment period **shall** not exceed three (3) months. **All exchange costs** on cheques *to be paid* for by **the Employer**. **At the time** that an employee **receives** his/her paycheque, the Employer shall not retain possession of more than one **week's** accrued **wages**, except **by** agreement with the employees expressed, if necessary, by **a majority** vote of the employees affected.

(b) The Employer shall issue paycheques in individual envelopes in such a manner that all employees shall have at least one full banking **day prior** to a Saturday or a general holiday. Employees must provide written authorization if **someone** other than the employee is to pick up the paycheque.

(c) Minor shortages will be paid the following **pay period** when **brought** to the attention of the Employer. Shortages in excess of \$50 (**Fifty Dollars**) will be paid the following business **day**. **To be shown on following pay as** shortage.

16.05 **Any** employee reporting for a scheduled shift **assignment will** be guaranteed **four (4) hours** work, or if no work is available anywhere at the discretion **of the Employer**,

**will be paid four (4) hours at the regular straight time hourly rate. This reporting allowance will not apply:**

- (i) to safety meetings where employees shall be compensated in accordance with legislative requirements;**
- (ii) if an employee has received prior notice not to report for work;**
- (iii) where work is not available due to no electricity, fire, flood, weather conditions or any other act of God.**

**ARTICLE 17. - HEALTH & WELFARE:**

17.01       **The Employer agrees to pay a percentage (as indicated below) of the present monthly billed premium of the various insurance plans set out below with the employee paying the balance through payroll deduction. Eligibility and entitlement under any of the following plans shall be subject to the terms and conditions of the plan and the requirements of the carrier as administered by the carrier. The Employer's only obligation under this provision is to pay the appropriate premiums under the various insurance plans.**

17.02       (a)    Group Life Insurance

The Employer **agrees** to pay 100 percent of the billed premium **rate** of a Group Life Insurance Plan for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan. Life insurance coverage pursuant to the above noted **policy** amounts to \$10,000 (Ten Thousand Dollars). Within ninety (90) days **of** ratification, the amount of life insurance coverage **shall be increased to \$25,000 (Twenty Five Thousand Dollars).**

(b)    Prescription Card

Each full time employee in the active employ of the Employer eligible for coverage shall receive a prescription card (PC). For each prescription drug purchased, the card must **be given** to the pharmacists and a **deductible of \$5 (Five Dollars) paid.** There are no other **charges** and **the PC card may** be used **as many times as necessary** throughout the year. New employees will not be eligible ~~for~~ such card until completion of six (6) months of **work.**

(c) Dental Plan

**The Employer shall contribute** the billed premium of a **dental** plan for each **full time employee** in the act of employ of the Employer, eligible for **coverage**, subject to the terms and conditions of such **plan, such plan covering** the following:

- |   |      |
|---|------|
| (i) <u>type 1</u> (example: preventive or diagnostic) - | 100% |
| (ii) <u>type 2</u> (example: routine restorative)       | 80%  |
| (iii) <u>type 3</u> (example: major restorative)        | 50%  |

Type 2 and **type 3** procedures **are** subject to a **\$50 (Fifty Dollar) deductible**. Dental benefits for **new** employees commence after six **(6) months** of employment.

17.03 Change of Carrier

It is understood that the Employer may at any time substitute another *carrier* for **any plan** provided the benefits conferred by each plan are **not** in total decreased.

17.04 The Employer is relieved of its responsibility for premium **payments in circumstances** where the employee is absent in accordance with the Effect of Leave of Absence provision. Article 13.05.

17.05 The parties agree to have a committee review on the issue of long **term** disability during the term of this Collective Agreement.

**ARTICLE 18. - HEALTH & SAFETY**

- 18.01 The Employer agrees to establish a Health & Safety Committee with equal representation from the Employer and the Union, this will include driver representation,
- 18.02 The Health & Safety Committee will meet during regular **working hours once per** month to review safety **and** health matters of mutual concern. The **Committee** will **make** periodic tours of the plant for safety inspections. In the event the **plant** tour is to be conducted by an Industrial Safety Officer from the Ministry of Labour, one Union Committee member will accompany the Officer on the tour.
- 18.03 The Employer **shall** continue to make reasonable provisions for the **health and** safety of its employees in accordance with the Health & Safety Code during the hours of their employment. The programme of the Safety Committee shall **have** the support of the Union and the Committee and **will** welcome the suggestions with regard to the safety of the employees.
- 18.04 **The** Employer agrees to provide a separate bulletin board for **health and safety** matters and the minutes from the monthly health **and** safety meetings exclusively.
- 18.05 The Employer will provide protective devices and apparel should the need warrant under the Health & Safety Code.
- 18.06 The Employer agrees to pay employees at their regular **shift** rate for time spent in monthly Health and Safety Committee meetings in accordance with the legislative requirements.
- 18.07 **Medical Examinations**
- (a) The Employer will **pay** for **all** medical examinations which **are required** by the Employer but are **not** covered under O.H.I.P. benefits; including **one medical**



examination every five (5) years or as required by Department of Transportation to **maintain an (AZ) Driver's License.**

- (b) The Employer **will pay for** one I.C.C. medical examination every **two (2)** years.
- (c) Where an employee feels he has been adversely **affected** by a medical examination **required** by the Employer, he may be **re-examined by a physician** of his/her own choice **at his/her** expense. Where the **result** of the examination is in dispute or question, the employee **may** proceed with the grievance procedure Step No. 2.
- (d) In the case of a **workplace** accident during working hours, the Employer agrees to **supply** transportation to and from the **Hospital** or **family** physician, and to the employee's **home** if necessary, **and** the Employer will pay the employee's normal wages as required by the *Workers' Compensation Act*.
- (e) Where a Doctor's note is required by the Employer to return to work, the Employer will refund the employee for the cost incurred to **a maximum of \$10** (Ten Dollars). This **allowance** shall not apply when a note is **required** after an absence exceeding three (3) days.

18.08

**First Aid**

The Employer agrees that **persons** with current first aid certificates will be posted on the health & safety bulletin **board.**

18.09

The Employer agrees to **provide** a Certificate First **Aid** Course to **at least four (4)** employees, on a volunteer basis, in **each** year of this Agreement. **This** programme **will be paid** by the Employer.

18.10

The **Employer** agrees to **comply** with the *Workers' Compensation Act*.

18.11 The Employer agrees to **supply basic first aid supplies** on the **premises**.

**ARTICLE 19. - WAGES AND MISCELLANEOUS**

- 19.01 For the purpose of **calculating** any benefit under **this** Agreement to **which** an employee is entitled, the wage rates set out in Schedule "A" are attached **hereto and** forms part **of** this Agreement.
- 19.02 Bulletin Boards  
The **Employer** agrees to permit posting any notices of **Union** meetings **or** functions **on a** bulletin board **conspicuously placed and provided** for that purpose, **provided** they are authorized signed by an officer of the local Union.
- 19.03 **The** Employer will provide training to employees on the **paper work** and procedures **for** border crossing **and** log **books**. This training time is to be paid **at** the **regular** hourly rate of **pay** and is mandatory.
- 19.04 The Employer will provide all Drivers with **a** maximum of two **(2)** **pairs of** gloves **annually**.
- 19.05 The Employer shall pay **\$75** (Seventy-Five Dollars) once each **calendar** year to each employee **upon** receipt, for CSA Approved Safety Shoes, For employees employed with the Employer as of December 31, 1993, the Employer shall **pay within** thirty (30) days of ratification, **\$60** (Sixty Dollars) to each employee without receipts for the calendar year 1993 **and** the Union agrees **to withdraw** the Unfair Labour Practice Complaint before the **Canada** Labour Board.
- 19.06 All **disciplinary** sanctions on an employee's file shall be removed after **twenty-four (24)** months provided there is no disciplinary action taken within **the** 24 month period.

**ARTICLE 20. - WAREHOUSE AND HIGHWAY TRUCK DRIVERS**

- '20.01        It is a mutual advantage to both the **Employer** and the **employees**, that **employees** should not operate vehicles which are not in safe operating **condition**, and not **equipped** with the safety appliance **as** required by **law**.
- 20.02        (a)    It shall be the duty of the Employer to maintain **all** vehicles in **safe operating** condition, in **accordance with** the Department of Transportation **regulations**. The maintenance of equipment in the sound operating condition is the responsibility of the Management.
- (b)    It shall be the duty of the employees to report promptly to the **Employer** all defects in writing on a form provided by the Employer made available to all drivers.
- (c)    The Employer has the repair personnel come to wherever the vehicle **is** located to do the repairs deemed necessary depending on the severity **of** the defect.
- 20.03        (a)    Dispatch must give a driver two (2) hours maximum call-in notice.
- (b)    Drivers must be advised at start time when called.
- 20.04        Highway drivers will be given preference at time of dispatch on loads in **line** with, their seniority regardless of the power equipment required to move the load.
- 20.05        Employees on **highway** operations off **duty** at their **home** terminal will not be considered available for **work** until they have been **off** duty for ten (10) hours. They will be allowed two (2) **hours** without **pay** to report for work. Each **driver**, **upon** being contacted **by** the Employer shall be advised of his/her starting **time**.

- 20.06 If a Highway Driver is not dispatched after reporting for work as advised, he **shall be paid** for all time **held** at the regular rates of **pay**.
- 20.07 (a) When the Employer requires a Highway Driver to make *the* **initial** hook up of the equipment and/or final unhooking and storing of the equipment, such **Driver** shall be paid at his/her **appropriate hourly** rate **as set** out below.
- (b) **Where** it is required by the Employer, it **shall be the responsibility of the Driver** to **check** oil, **fuel**, tires, windshield washer containers **and** water. He **may** also be required to check lights, tie tarpaulins **and** complete log sheets, and **such** Drivers shall be paid as set out below. **Any defects in same shall be immediately** reported to the proper authorities.
- (c) Driver **shall be paid** for the **above-noted activities** as follows:
- (i) Fifteen (15) minute **hook** up;
  - (ii) Fifteen (15) minute pre trip inspection;
  - (iii) Fifteen (15) minute un hook;
  - (iv) Fifteen (15) minute post trip inspection and fuel.

*This* time **shall be paid** for at regular straight time hourly rates.

- 20.08 **Slip Seat Operations**  
A **minimum** of fifteen (15) minutes will be **paid** to Highway Drivers on **slip** seat operations for a **waiting time and all duties** performed in completing this function.

- 20.09 **Time Payment**  
All time payments of Highway Drivers **shall** include way-freighting, terminal **delays**, breakdowns, completing of log forms, **tach** cards or other **unavoidable delays** and **shall be** calculated **at** the prevailing wage rate. **Any claim for pay** must be accounted for **by** the **Highway** Driver on a form provided and approved by the **Employer's** Representative in charge. In the event of breakdowns or other allegedly **unavoidable**

delays such as major snow storms occurring in areas without **supervision**, the Employer may, at its discretion require Drivers to **sign a statutory declaration having the same force and effect as a statement made under oath**, and by virtue of the *Canada Evidence Act* setting forth the causes to the best of their knowledge and belief for such breakdowns and/or delays.

- 20.10 (a) Driver shall be paid at their hourly rate of **pay** for all hours spent in **their** tractor when they **are stopped due to roads** that are impassable because of weather conditions, accidents and ~~for~~ **all time spent crossing** the international boarder.
- (b) Drivers will receive their hourly rate of **pay** for breakdown time.
- (c) Drivers will be paid any additional mileage due to a detour caused by an accident, road construction, weather, or because of personal safety, **upon** notification to the Employer with their trip sheet.
- 20.11 (a) **Passengers**  
No Driver shall be permitted to allow anyone to **ride** in his/her **truck**, except:  
(i) Employees of the Employer who are on **duty**;  
(ii) Transport Drivers broken down on the highway;  
(iii) Persons ~~for~~ whom **the** Employer **has** given written authorization to allow them to ride in his/her truck.
- (b) **Expenses**  
When a Driver has reasonable out of **pocket** expenses, including reasonable **expenses** for out of pocket costs ~~for a~~ room where a layover is required and no sleeper cab is provided, the Driver shall be reimbursed in the **currency** applicable to the receipt submitted the following work day **after returning** to the dispatch office. Reimbursement requires **handing in of** receipts.

**ARTICLE 21 - ANNUAL JOB BIDS**

- 21.01 (a) For the purposes of the annual job bid, departments shall **be defined** as (i) **line haul**, (ii) shuttle. It is agreed between the **Employer and the Union** that once each year **all** Drivers in the Highway Departments may bid to transfer to other **departments** within their own terminal providing that they have **the** necessary qualifications and seniority. However, **such** bidding **shall not** have the effect of putting another employee out of **work**.
- (b) The annual job bid shall be held the month of July seven (7) **days prior** to the commencement of the annual shut down. The bid will show the number of departmental openings, shift starting times, and highway bid **runs**. Each employee will be brought into the office in order of seniority **to sign the bid**, at which time he/she must sign the bid and indicate his/her preference. The transfer employees will be affected upon the return to **work** after the annual plant shut down. The results of the annual job bid will be posted for at least seven (7) days prior to the annual change and the local **Union's area** office concerned will be given copies when completed. The appropriate **shop Stewart** will have the authority to sign on behalf of any employee who is absent at the time of the annual job bid due to sickness, injury, leave of absence, or vacation.
- (c) Employees will only be transferred if the required qualifications **are approved** by the Employer.
- (d) An employee bumped out of a department as the result of the **annual job bid** **will move** to whatever department his/her seniority and qualifications entitle **him/her** to.
- (e) Personnel transferring under the **above** conditions shall **assume positions** according to **and** maintaining their terminal seniority.

**ARTICLE 22 - CASUAL HELP - DRIVERS**

22.01 **Definition**

**Casual help** shall be defined as a person(s) employed by the Employer or **engaged** through **an Agency** to fill a vacancy created by a **Driver(s)** who is **absent** from work for **any** reason. and shall perform the normal duties of a **Driver(s)**.

22.02 **Driver Preference**

Employees must give the **Employer** two (2) hours notice in **advance** of **scheduled** start time for this **provision to apply**. In the event of such notice, the Employer will make one offer *to the* most senior available employee **scheduled** to commence **work** within one hour. to start one hour earlier before using casual help. **This** shall not trigger any overtime or premium payments.

22.03 (a) **Prolonged Absence**

The Employer may utilize a casual to replace such absent **Driver** to a **maximum** of twenty-five (25) consecutive working days following the **date** of notification. This limit shall not **apply during** *it* maternity **leave**, shall be extended to a **maximum** of six (6) months in the event of workers' compensation absences or long term disability absences.

(b) Regular qualified employees of the Employer will be given the first opportunity within seven (7) days to fill the vacancy or any **subsequent** vacancies created by such absent Driver;

(c) After that, the Employer must hire a regular employee.

22.04 **Vacation Replacement**

**Notwithstanding** Article 22.03 above, **casuals** may be used to fill the vacancy created by Drivers who are on **vacation** providing **qualified** regular employees are given the first opportunity to fill the vacancy in accordance with seniority.



22.05

Limitat

If as a result of a casual working in excess of eight (8) hours in any one day, a regular Driver, who is on duty and in position to perform the work, is deprived of an overtime dispatch, then the Employer will, upon receipt of a grievance pay to the senior such Driver who files such grievance who is available to accept such overtime dispatch, an amount equal to the overtime pay for the hours worked by the casual in excess of eight (8) hours on such dispatch, plus the overtime hours worked by such Driver provided the Driver can demonstrate that the casual was intentionally dispatched into overtime.

22.06

Laid Off Regular Employees

Laid off regular employees shall be given the first opportunity for casual work and they will be entitled to the daily call in guarantee.

22.07

Rates of Pay

A casual, or agency, excluding a laid off regular employee, shall receive an hourly rate of pay of \$1.50 (One Dollar Fifty Cents) per hour less than the appropriate hourly rate as set out in Schedule "A", or 3 (three) cents per mile less than the regular rate as set out in Schedule "A", whichever is applicable, but is not otherwise covered by any of the terms of this Agreement.

22.08

Time Cards

All casuals shall be required to punch a time card. Casual's time cards will be made available upon request from the Steward and/or Business Representative of local 141.

22.09

Deduction of Dues

The Employer shall deduct from all casuals from their first pay, and each month thereafter, an amount equal to the Union monthly dues and such monies shall be forwarded to the appropriate focal Union as outlined in Article 4, and the Employer shall indicate "casual" on the check-off form. In the event the Employer utilizes

**casuals** employed **by outside** agencies, **the Employer shall** remit **an amount** equal **to** the Union monthly dues **with respect** to **all such persons** and **all of** the **conditions of** **Article 22** will apply.

**ARTICLE 23 - DURATION OF AGREEMENT**

23.01        This Agreement shall ~~remain~~ in effect to ~~and~~ including <sup>4</sup>December 31, 1996. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.

DATED AT St. Thomas this 14<sup>th</sup> day of April, 1994.

**CUSTOMIZED TRANSPORTATION LTD.**

**TEAMSTERS CHAUFFEURS, WAREHOUSE  
MEN AND HELPERS, LOCAL 141**

*J. J. Ross*  
\_\_\_\_\_  
*R. M. K. ...*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Magaret Wilson*  
\_\_\_\_\_  
*J. ...*  
\_\_\_\_\_  
*L. P. White*  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE A - WAGES

1. The janitorial job performed by **Brian Bainbridge** shall be **protected** from **normal bumping procedures**.
  
2. The following **lump sum payments shall** be **made** to **all employees** who **are employed** by the Employer at the time payment is **made**:
  - (a) **\$300** one month after ratification;
  - (b) **\$100** the last **pay period of December, 1995**;
  - (c) **\$100** the last **pay period** of December, 1996.

### WAREHOUSE RATES

Effective 1994, within 30 <b>days of</b> ratification	\$10.90
Effective January 1, 1995	\$11.30
Effective <b>January 1, 1996</b>	\$11.65

Probationary **rates** shall be \$1 less than **the above noted rates**.

### DRIVERS - HOURLY

Effective 1994, <b>within 30 days of</b> ratification	\$12.50
Effective January 1, 1995	\$13.00
Effective <b>January 1, 1996</b>	\$13.50

Probationary rates **shall** be \$1 less than the **above-noted rates**.

### DRIVERS - MILES

Effective 1994, within 30 days of ratification	\$0.28 per mile
Effective January 1, 1995	\$0.29 per mile
Effective <b>January 1, 1996</b>	\$0.30 per mile

Probationary rates **shall** be **\$0.02** less **than** the **above-noted rates**.

**In circumstances where the hourly rate applies to drivers paid by the mile, the rate of \$12.00 shall be utilized as the applicable hourly rate.**

Cit.Agr  
@C:CA

LETTER OF UNDERSTANDING

SUBSTITUTED HOLIDAYS

Canada Labour Code Part III - Section 195 (a).

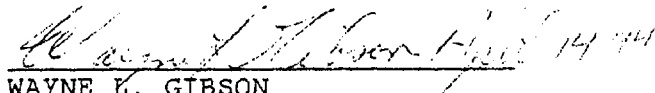
This letter of understanding will serve to document that the employer, Customized Transportation Ltd., St. Thomas, Ontario and the Union, Teamsters, Chauffeurs, Warehousemen & Helpers, Local 141, agree that Civil Holiday has been designated in the Collective Agreement as a holiday with pay in lieu of Remembrance Day. Further that this designated holiday shall be a general holiday for the purpose of Division V, section 195 (a).

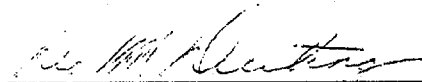
SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

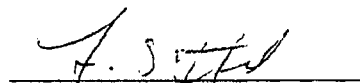


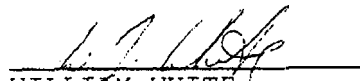
J.J. GROSS  
General Manager

  
WAYNE E. GIBSON  
staff Representative



LEO DERTINGER  
Contract Manager

  
FRED STAFFORD  
Union Representative

  
WILLIAM WHITE  
Union Representative

DATED AT St. Thomas, Ontario this 14th day of April 1994.

LETTER OF UNDERSTANDING - 2  
TO THE COLLECTIVE AGREEMENT

This letter of understanding will serve to document that the employer, Customized Transportation Ltd., St. Thomas, Ontario and the Union, Teamsters, Chauffeurs, Warehousemen & Helpers, Local 141, agree that Schedule A has been revised as follows:

LINE DRIVERS

In circumstances where the hourly rate applies to drivers paid by the mile, the rate will be:

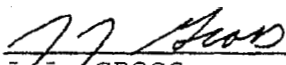
Effective April 4th, 1994	\$12.50
Effective January 1st, 1995	\$13.00
Effective January 1st, 1996	\$13.50

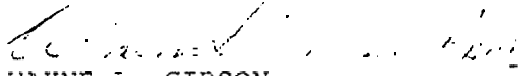
DRIVER - MILES


Effective April 4th, 1994	\$0.29 per mile
Effective January 1st, 1995	\$0.30 per mile
Effective January 1st, 1996	\$0.31 per mile

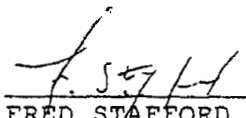
SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_  
J.J. GROSS  
General Manager

  
\_\_\_\_\_  
WAYNE L. GIBSON  
staff Representative

  
\_\_\_\_\_  
LEO DERTINGER  
Contract Manager

  
\_\_\_\_\_  
FRED STAFFORD  
Union Representative

  
\_\_\_\_\_  
WILLIAM WHITE  
Union Representative

DATED AT St. Thomas, Ontario this 14th day of April 1994.

LETTER OF UNDERSTANDING

SUBSTITUTED HOLIDAYS

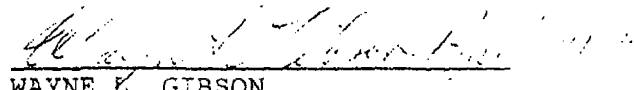
Canada Labour code Part III - Section 195 (a).

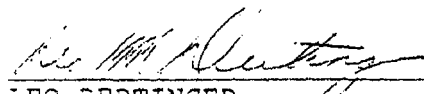
This letter of understanding will serve to document that the employer, Customized Transportation Ltd., St. Thomas, Ontario and the Union, Teamsters, Chauffeurs, Warehousemen & Helpers, Local 141, agree that Civil Holiday has been designated in the Collective Agreement as a holiday with pay in lieu of Remembrance Day. Further that this designated holiday shall be a general holiday for the purpose of Division V, Section 195 (a).

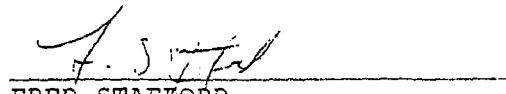
SIGNED ON BEHALF OF THE COMPANY

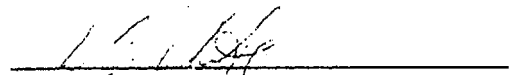
SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_  
J.J. GROSS  
General Manager

  
\_\_\_\_\_  
WAYNE L. GIBSON  
staff Representative

  
\_\_\_\_\_  
LEO BERTINGER  
Contract Manager

  
\_\_\_\_\_  
FRED STAFFORD  
Union Representative

  
\_\_\_\_\_  
WILLIAM WHITE  
Union Representative

DATED AT St. Thomas, Ontario this 14th day of April 1994.

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