

AGREEMENT BETWEEN  
**TRANSFREIGHT INC.**

**AND**

**CAW LOCAL 4268**

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## ARTICLE 1 - RECOGNITION

**1.01** Transfreight Inc., (a TNT Logistics and Mitsui & Co. Ltd joint venture), hereinafter referred to as the Company recognizes the Union as the exclusive bargaining agent for all employees in London and Ingersoll, Ontario, excluding supervisors, persons above the rank of supervisor, office staff, clerical and sales staff, in accordance with the certificate of the Canada Industrial Relations Board, dated April 18, 2000.

### **1.02 Merger and Representation Rights**

The provisions of this Agreement shall be binding upon any successor or merged Company or Companies in accordance with the Canada Labour Code, applicable at the time of ratification.

### **1.03 Contracting Out**

Except in the case of emergency, the Company will not contract out bargaining unit work in any circumstances that would result in the layoff of bargaining unit employees.

## ARTICLE 2 – MANAGEMENT RIGHTS

**2.01** The Union recognizes and acknowledges that the management of the Company and the direction of working forces *are* the exclusive right of the Company and remain solely with management except as specifically limited by the provisions of this Agreement. Without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- a) Hire, promote, classify, transfer, assign, demote, and lay off and recall employees and to suspend, discharge, or otherwise discipline employees with seniority for just cause subject to the right of any employee to lodge a grievance.
- b) Operate and manage its business in all respects in an efficient and economical manner as it sees fit and in accordance with its commitments, responsibilities and obligations to its customer, including the right to direct its work force, to determine the location of its facilities, the extent of its operations, the scheduling of service and its methods, processes, and means of transportation.
- c) 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. The Company will give the Union at least five (5) working days notice of any intended change in its rules and regulations. During this period the Company will meet with the Union to meaningfully discuss the reason for the change and any response the Union may have to the intended change. The above will not apply where the change is due to an emergency. In such circumstances, the Company and the Union will meet immediately to discuss the change.

### **ARTICLE 3 – WORK BY SUPERVISORS**

**3.01** Supervisors and non-bargaining employees shall not perform bargaining unit-work except for the purposes of:

- (a) filling **in** for absent employees
- (b) training employees
- (c) emergencies
- (d) meeting the ebb and flow of production or customer requirements
- (e) pilot projects
- (f) process and procedure assessment or measurements.

The above exceptions shall not be used for the purpose of reducing any bargaining unit employee's regular hours of **work**. Furthermore, it is not the intention of the Company to utilize supervisors or non-bargaining unit employees to circumvent creation of full-time permanent bargaining unit positions where there exists sufficient **work** to permanently staff such positions on a full-time basis, that being forty **(40)** hours per week.

## **ARTICLE 4 - UNION SECURITY**

- 4.01** All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.
- 4.02** The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 4.03** All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary by the fifteenth (15) day of the following month along with a list of names and the amount of each deduction.
- 4.04** The Company will also include a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.05** The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union. Adjustments will be made within a reasonable amount of time.
- 4.06** To the extent permitted by the law of any provincial or federal forum, the following Union security provision shall be applicable:
- a) It shall be a condition of employment that all employees of the Employer, covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those employees who are not members on the effective date of the Agreement shall, on the thirty-first (31<sup>st</sup>) date following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date, shall on the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing in the Union. The above shall not be applicable or effective in any provincial or federal forum in which such Union Security Provision is a violation of any provincial or federal law. If the law of any provincial or federal forum prohibits the enforce ability and applicability of any such provision, it shall not be effective in that province or federal forum and it shall be void. Member in good standing shall mean payment of periodic dues assessments and initiation fees uniformly received of Union members but shall not require Union membership as a condition of employment for the probationary period.
  - b) The Union hereby indemnifies the Employer and holds it harmless against any and all claims, suits, demands, and liabilities that may arise out of or by reason of any action that shall be taken by the employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, certificate,

document, or other information which shall have been furnished to the Employer by the Union, under this Agreement.

**4.07**

**Union Dues: When to Deduct and Amount to be Deducted**

The Company agrees that it will deduct current monthly Union dues on a monthly basis from the wages of the employees who are covered by this Agreement; provided that the Company has received from each employee, on whose account such deductions are made, written assignment, individually signed and authorizing the Employer to make such deductions. Dues shall be deducted from the payroll in each month and forwarded to the Union by the fifteenth(15) day of the following month.

The following information shall be given in writing by the Company to the Union on all new employees after the new employees have successfully completed their probationary period.

- a) Name, Home Address and Social Insurance Number
- b) Date Employed

Union dues are payable from the first full pay received by the employee following the date of hire. Minimum amount of union dues shall be:

- two hours, twenty minutes straight-time per month
- The dues shall be based on the amount earned per straight-timehour in the payroll period worked in which dues are deducted.

Amount Includes:

- any amounts considered regular pay
- incentive earnings

Amount Does Not Include:

- shift premiums-overtime premiums
- Saturday, Sunday and Holiday premiums.

Dues Are Payable When Member Receives Benefits in Lieu of **Work** Such As:

- vacation pay
- holiday pay
- **jury-duty pay**
- bereavementpay

Dues Are Not Payable When A Member Receives:

- sick and accident benefits
- workers compensation benefits

**4.08**

**The** Company will supply the union committee the following information monthly, accompanying the dues deduction submission report and send a copy to the local union office:

1. Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
2. Employee's employeenumber, their compensation rate and their classification.
3. Employees transferred in or out of the Bargaining Unit.
4. The number of hours paid or represented by work assignments in the month, as defined by the Company's fiscal calendar.
5. For employees who have not paid dues, the reason why they have not paid dues and the date of occurrence (i.e. STD, LTD, WSIB, retired in the month, unpaid leave of absence).
6. Layoffs and recalls.
7. Employees who have terminated.
8. Names, addresses, and postal codes of all active employees.
9. A list of new supervisors, and notification of new assignments with direct influence and impact to the bargaining unit members.
10. In addition, the Union Chairperson may request above employee information as required from the Human Resource Manager.

## **ARTICLE 5 – UNION REPRESENTATION**

- 5.01** The Union shall notify the Company in writing the names of the Committee Members and alternates and advise the Company of subsequent changes in the choice of Committee Members and alternates. The Company will not be required to recognize Committee Members or alternates until such notification from the Union has been received.
- 5.02** The allocation, jurisdictions and zones of the committee members will be the responsibility of the Union.
- 5.03** The Company shall **recognize** a Union Chairperson in London or Ingersoll and shall compensate the Union Chairperson as follows:
- (a) for the purposes of administering the Collective Agreement, three (3) eight (8) hour days per week at the employee's out-of-system rate; and
  - (b) for performance of a regular work assignment, two (2) days per week at either route compensation for the work assignment (driver) or at the regular hourly rate (dockworker or shunter).

When the Union Chairperson is a driver, he/she shall select his/her work assignment in accordance with the provisions of Letter of Understanding #4 – Work Assignment Selection Guidelines. The three (3) days of the work assignment which the Union Chairperson shall devote to administering the Collective Agreement shall be established by mutual agreement of the Union Chairperson and the Company at the time the work assignment is confirmed. The Company shall have the right to offer these three (3) days of the Union Chairperson's work assignment to other bargaining unit employees or have the work performed by other means, as it deems appropriate.



The Company agrees that, in the event there is additional work available wi. ~~the~~ the Union Chairperson's classification on the days defined in (a) above, he/she will have the option to work the additional hours subject to Hours of Work legislation.

**5.04** The Union acknowledges that Committee Members have their work assignments to perform. Driver Committee Members shall be permitted to provide representation to employees provided that:

- (a) such representation does not interfere with their ability to carry out their work assignments; and
- (b) compensated time spent in providing such representation does not result in such Committee Members exceeding their regular hours of work and thereby becoming eligible for overtime.

For time spent in providing representation, which has been approved by the Company, driver Committee Members will be paid their out-of-system rate.

**5.05** A dock Committee member shall report to and obtain permission from his/her supervisor whenever it becomes necessary to leave their work for the purpose of providing Union representation. Such permission will be granted immediately under normal conditions and, within a reasonable period of time, not to exceed thirty (30) minutes if a replacement has to be arranged. A dock Committee member will return to work without undue delay and shall notify their supervisor at the time they return to work. The Union recognizes and agrees that Union dock committee members have regular employment duties to perform in connection with their employment and that only such time as necessary will be spent by persons during working hours to attend to their respective Union duties.

**5.06** The Company will meet with the Union Committee as required and attempt to resolve issues that either party may raise regarding the administration of the Agreement. A party wishing to raise an issue will inform the other party of its agenda issues before each meeting. The Company and the Union Chairperson will determine those parties needing to be in attendance. The Company shall provide a meeting room. Committee members shall be compensated for their time in support of such meetings at their regular hourly or out of system rate.

**5.07** The Union shall not conduct Union business or activities on Company time or premises without the permission of the Company. On prior notification, the President of the Local and the national representative of the Union shall be granted admission to the locations covered by this Agreement on the understanding that ~~there~~ shall be no interference with normal operations of business.

## **Article 6 – UNION OFFICE**

- 6.01** The Company agrees to provide the Union chairperson with an office equipped with a telephone, a computer (which will be stand alone and not connected to the network), a printer, filing cabinet, desk and two chairs and to provide access to the fax machine and a photocopier to carry out duties with respect to the administration of this Collective Agreement. The Union agrees to maintain this area and the equipment provided.

## **ARTICLE 7 – BULLETIN BOARDS**

- 7.01** The Committee will have the use of an enclosed bulletin board in each bargaining unit location for the posting of union notices. Such bulletin boards will be supplied by the Company and maintained by the Union, for the exclusive use of the Union and will be utilized in compliance with the Customer's usage restrictions and guidelines.

## ARTICLE 8 - WORKPLACE DISCRIMINATION AND HARASSMENT

- 8.01** The Company and the Union agree that there will be no discrimination, harassment, interference, restraint or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted, or because of his/her membership or activities or lack of membership or activities, in the Union, as provided for in the applicable Federal legislation.
- 8.02** The Company and the CAW are committed to providing a non-discriminatory and harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", in regards to the grounds referred to in section 8.01. All employees are expected to treat others with courtesy and consideration and to discourage discrimination and harassment.
- 8.03** The workplace is defined as any company, supplier, or customer facility where an employee is required to attend as part of their regular duties and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, trucks, parking lots or via two-way radios or cell phones.
- 8.04** Harassment may take many forms: verbal, physical or visual. The following examples could be considered as harassment but are not meant to cover all potential incidents:
- Unwelcome remarks, jokes, innuendoes, gestures, or taunting about those items identified in section 8.01,
  - Posting or circulation of offensive photos or visual materials,
  - **Refusal to work** or converse with an employee because of those items identified in section 8.01,
  - Unwanted physical conduct such as touching, patting, pinching, etc.,
  - Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- 8.05** **HARASSMENT IS NOT:**
- Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this article meant to inhibit appropriate free speech or interfere with appropriate normal social relations.

**8.6 FILING A COMPLAINT:**

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination as identified in section 8.01, there are specific actions that may be taken to put a stop to it. First, the employee should request a stop of the unwanted behaviour by informing the individual that is doing the harassing or the discriminating that such behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However, the Company and the Union acknowledge that some victims of discrimination or harassment may be reluctant to confront their harasser. In such circumstances they are to bring the incident to the attention of their supervisor, manager, Human Resource Manager and/or a Union Committee Member or the Unit Chairperson.

**8.07 INVESTIGATION:**

Upon receipt of the complaint, the person receiving the complaint will immediately inform their Union or Company counterpart. The appropriate Company and Union representatives will interview the employee making the complaint and determine if the complaint can be resolved immediately. If they determine that the complaint cannot be resolved immediately, the complaint will be put in writing and forwarded to the Human Resources Manager and the Union Chairperson.

The Union Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigativeteam comprised of both a Management and Union representative. In the event of a complaint involving sexual harassment, the investigativeteam will be comprised of at least one person of the same gender as the complainant.

A formal investigation of the complaint may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any relevant documents may also be reviewed.

**8.08 RESOLUTION:**

The joint investigators will complete a report on the findings of the investigation and a copy of this report will be forwarded to the Human Resource Manager and the Union Chairperson who will make a determination on an appropriate resolution. The Human Resource Manager and the Union Chairperson will attempt to resolve the complaint within fourteen (14) days of the receipt of the report.

At the conclusion of this step, the complaint, if not resolved to the satisfaction of the complaining employee, will be inserted into the second step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties

at the second step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The pursuit of frivolous allegations through this Article has a detrimental effect on the spirit and intent for which this Article was developed and should be discouraged.

**8.09**      **INTERIM MEASURES:**

A bargaining unit employee alleging discrimination or harassment in the workplace is encouraged to use the above procedure to resolve a complaint. In serious cases, or when the safety of the employee is being threatened, the Company and the Union will meet to determine appropriate interim measures.

This Article in no way precludes the complaining employee's right to seek action under the Canadian Human Rights Act. However, both the Company and the Union urge employees to use the process detailed in this Article.

**ARTICLE 9 – HUMAN RIGHTS STATEMENT**

**9.01**      The Company and the Union agree to provide to all employees with an opportunity to receive human rights training, at non-compulsory Company meetings, of up to three (3) hours duration consisting of human rights awareness, explanation of Company and Union policies regarding equality in employment and complaint resolution procedures. The specifics of this program will be developed in consultation between the Company and the Union.

**ARTICLE 10 – STRIKES AND LOCKOUTS**

**10.01**      There shall be no strikes or lockouts during the term of this Agreement. The words "strike" or "lockout" as used herein are agreed to have the meaning defined for those words in the *Canada Labour Code*.

## **A1 :LE 11 – GRIEVANCE PROCEDURE**

- 11.01** The purpose of this Article is to establish a procedure for the settlement of all grievances. A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 11.02** Any employee having a grievance shall first take the matter up with his/her committee person who will discuss said complaint with the supervisor concerned (Dockworkers to Team Leaders/Dock Coordinators and Drivers to Fleet Coordinators) within five (5) working days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the grievor.

### **Step One**

- 11.03** If the complaint is not satisfactorily resolved within two (2) working days, the committee person will then submit the grievance in writing. The supervisor (as outlined above) shall give his/her decision in writing to the committee person within five (5) working days of the receipt of the grievance.

### **Step Two**

- 11.04** Should the employee or the union be dissatisfied with the supervisor's decision, the Union may within five (5) working days refer the grievance to a meeting of the local members of the grievance committee and representatives of management, who shall meet within five (5) working days of the request for such meeting. The Union National Representative and/or President of the local union may be in attendance at this meeting. Management's decision relating to the grievance shall be in writing and, if not rendered during the conference, shall be rendered to the Chairperson of the Committee within five (5) working days after the holding of the conference.

If at any time during the first two steps of the Grievance Procedure, an agreeable solution is reached, written confirmation of the resolution will be signed by the Union Committee member, the grievor and the Company.

### **Step Three**

- 11.05** If the decision at Step 2 of the grievance procedure is not satisfactory to the other party, the grievance may be referred to arbitration provided written notice is given within ten (10) working days following the decision. The party delivering the notice to arbitrate will have the responsibility of contacting the Arbitrator next on the list for available dates. The parties shall then agree on a hearing date(s) which is acceptable to themselves and to the Arbitrator.

It is understood that Arbitrators will be selected in order they appear on the list starting from the top and moving to the bottom in the order that notices to arbitrate

are received. In the event that the Arbitrator is not available to hear the grievance within a reasonable period of time, the parties may agree to refer the grievance to the next Arbitrator on the list to hear the grievance. The order of the list will be as follows:

Michel Picher  
Martin Teplitsky  
Tim Armstrong  
Maureen Saltman  
Wes Rayner

- 11.06** The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator shall be restricted in the award to the provisions of this Collective Agreement, and shall not in the award add to, delete from, or otherwise alter or amend any provision of the Agreement.
- 11.07** Each of the parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 11.08** The time limits of the grievance procedure are mandatory and any extension of the time limits under the grievance procedure or for referring a grievance to arbitration must be made by mutual written agreement between the parties. In the event the grievor fails to appeal a grievance on a timely basis as provided herein, the grievance shall be considered null, void and at an end.
- In the event the party being grieved fails to respond within the required time frame, the grievance shall be considered valid and filed for just cause, and the remedy sought by the grievor shall be awarded, without further recourse or delay.
- 11.09** Grievances alleging improper suspension or discharge may be presented at the Second Step within five (5) working days of the suspension or discharge.
- 11.10** The grievance procedure shall apply with any necessary modifications to a group grievance, a Company or Union policy grievance, any of which may be presented at the Second Step of the grievance procedure.
- 11.11** The term "working days" when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.

## **ARTICLE 12 - SENIORITY**

**12.01** *The* fundamental rules respecting seniority are designed to give employees an equitable measure of security based on continuous length of service with the company.

**12.02** In the event that a driver's AZ license is revoked for a medical reason, the driver will be allowed to bump into the dock department provided:

- (a) the driver has the skill, ability and qualifications to perform the required work; and
- (b) the driver has more seniority than the most junior employee in the department.

In the event that a driver bumps into the dock department in accordance with the above, he/she will be and remain as the junior employee for the job bid purposes only, for a period of one (1) year, after which his/her full seniority will be recognized.

**12.03** Except as provided in this Collective Agreement, an employee's seniority date will be the date the employee commenced work. All employees' names will appear on a seniority list, which will identify job classifications and locations, and be revised every **three** months and posted on applicable notice boards. A copy of such list will **be** given to the Unit Chairperson.

**12.04** Employees will be regarded as probationary employees for the first ninety (90) calendar days of employment. Upon completion of probation, seniority will start from the first date of work and their name will appear on the Seniority List in order of the first day of work. Where the Company, at any time during the probation, determines that, in its sole opinion, the probationary employee does not have the potential, capability or general suitability for continued employment, it shall have the right to discharge such probationary employee, provided that it does not act in bad faith or in a discriminatory manner.

**12.05** **Seniority Sequence:**

In the event that more than one employee starts work on the same date, seniority will **be** determined by the drawing of lots. First name drawn will **be** the most senior person, second name drawn the second most senior, and **so** on until all employees in the group receive their seniority order. A committee person will act as a witness to the draw.

**12.06** **Employee Transfers:**

Subject to Letter of Understanding #4 – Work Assignment Selection Guidelines, transfers of not more than five (**5**) workings days shall be considered as temporary and may be made according to seniority provided that no employee can be transferred more than once (1) per month unless seniority is followed. In the event that all employees based on seniority decline the transfer, the junior person must accept the



assignment. Any authorised travel expenses, except those incurred in ~~travel~~ in the common domicile of London and Ingersoll, will be paid for by the Company.

### **ARTICLE 13 - LOSS OF SENIORITY**

- 13.01** An employee's seniority will be lost and the employee deemed to be terminated if the employee:
- a) quits the employ of the Company for any reason;
  - b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
  - c) **is** laid off for a period exceeding twelve (12) months;
  - d) fails to return to work within three (3) working days of being notified of recall. An employee shall be deemed to be notified of recall on **the** third (3<sup>rd</sup>) day following the posting of a registered **letter** to that effect, addressed to the employee's most recent address on the Company's file;

Note: It shall be the responsibility of the employee to keep the Company informed of **their** current address and telephone number.

- e) fails to return to work following the expiration of an authorized leave of absence, **unless** the reason is satisfactory to **the** Company;
- f) the leave of absence has been utilized for **the purposes** other than those **for** which the leave of absence was granted,
- g) is absent for **three (3)** consecutive working days without notifying the Company or is absent for this period without a reason that is satisfactory to the Company;
- h) retires or **is** retired

### **ARTICLE 14 – LAYOFFS AND RECALLS**

- 14.01** Whenever practical, the Company will **give** at least **seven (7)** days notice to employees and the Union of any contemplated layoffs.
- 14.02** Whenever it becomes necessary to decrease the working force, probationary employees will be **the** first laid off. If **further** layoffs are necessary, employees with the least amount of seniority within the classification shall be laid **off**, provided those remaining employees with more seniority have the qualifications and ability to perform the required work. **On** consent of the Company, a senior employee may elect to accept a layoff.
- 14.03** **In** the event of a dispute regarding an employee's ability to perform available work within their classification, such employee will be given up to a five (5) working day trial for the purpose of determining their ability.

- 14.04** The Union Committee will be retained in the employ of the Company within their classification during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available for which they are qualified, have the ability and are willing to perform.
- 14.05** Employees who have been laid off in accordance with the above provisions will be returned to work in order of seniority by classification, provided they have the qualifications and ability to perform the required work. On consent of the Company, a senior employee may decline recall.
- 14.06** The Company will provide the Union Chairperson with a list of employees to be laid off or recalled, also any cancellation of such notices.

## **ARTICLE 15 – JOB POSTING**

- 15.01** In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of **(5)** working days in order to allow bargaining unit employees to apply.
- 15.02** In filling vacancies, the applicant with the greatest seniority will be awarded the vacancy, provided the employee has the qualifications and ability to perform the required work.

## **ARTICLE 16-- INCAPACITATED EMPLOYEES**

- 16.01** It is the intention of the Company and the Union that in the event an employee becomes physically disabled and is unable to continue his/her job, with or without modifications, that every reasonable attempt will be made to place such employee, as soon as possible, in a vacant position, for which the employee has the qualifications and ability. It is also the intention of both parties to assist the employee to return to his/her regular job, wherever possible, and employees are expected to work towards this objective, consistent with their functional abilities.
- 16.02** In the circumstances above, the Company may place the employee in the vacant position without the necessity of a job posting until such time as the employee is fit to return to his/her regular job.
- 16.03** An employee assigned under this provision must be prepared to submit current medical evidence of his/her disability with restrictions, limitations and expected duration clearly identified. The Company also reserves the right to require such an employee to be examined by an independent qualified medical specialist to review and evaluate the employee's restrictions and limitations.

- 16.04** The Company will review all circumstances with the Union Chairpe. .1 before exercising this provision. All other exceptions to seniority provisions of the Collective Agreement must be mutually agreed upon by the parties.

## **ARTICLE 17 – NEW EMPLOYEE ORIENTATION**

- 17.01** The Company agrees that a Union representative will be given an opportunity to meet with each new employee within regular working hours, provided it will not interfere with their regular work assignment and without loss of pay, for fifteen (15) minutes, during the first thirty (30) calendar days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Company and the Union.

## **ARTICLE 18 – TECHNOLOGICAL CHANGE**

- 18.01** In circumstances of a technological change as defined in Section 51 of the Canada Labour Code, the Company and the Union will follow the relevant provisions of the Canada Labour Code in effect on the date of ratification of this Agreement.

## **ARTICLE 19 – TEMPORARY EMPLOYEES**

- 19.01** Temporary employees shall be defined as personnel supplied from any source to replace regular employees who are not available for work, or in circumstances described in Article 3, sections 3.01, but temporary employees shall not be used to circumvent the hiring of full-time permanent regular employees where full-time permanent jobs are available as defined in Article 3, section 3.01.
- 19.02** The Company agrees that where it is necessary to use temporary employees, the following conditions will apply:
- (a) a laid-off employee who is qualified and able will be given the first opportunity to perform the work which would otherwise be assigned to a temporary employee(s); and
  - (b) a temporary employee shall not be used on a work assignment to deprive regular employees, who are qualified and able, of their work assignment.
- 19.03** If a temporary employee supplied from any source is used in a full-time work assignment other than the circumstances described in Article 3, section 3.01, and the temporary employee is assigned to a work assignment for a continuous ninety (90) days, the temporary employee will become a probationary employee and will be required to *serve* the probationary period required in the collective agreement.

- 19.04 when the Company is seeking to hire full-time permanent employees, the Company will offer employment first to temporary employees who are considered by the Company to be qualified and suitable for the position available and who meet the conditions set out in 19.03.

## **ARTICLE 20 – ADMINISTRATION OF DISCIPLINE**

- 20.01 A Union representative will be present at any time when a disciplinary warning, suspension and/or discharge, is issued.
- 20.02 No written disciplinary action shall remain on the employee's record longer than eighteen (18) months. In calculating these time periods, only time actually worked by the employee, including paid vacations and paid holidays, will be taken into account.
- 20.03 The Company must take disciplinary action or give the notice required under section 20.04 within ten (10) working days from the date of the incident or the date upon which the incident became known to the Company. In the case of a preventable/non-preventable accident review, the Company must take disciplinary action within thirty-one (31) calendar days of the accident.
- 20.04 When the Company intends or contemplates suspending an employee for more than two (2) days or discharging an employee, the Company will provide the Union and the employee with written notification explaining the reasons for taking the action. An employee shall suffer no loss of employment until such notice has been given and the Union has had one (1) working day to investigate and make representations to the Company.
- 20.05 Notwithstanding the foregoing, where the circumstances of a case may make it inadvisable to retain an employee in the workplace, the employee will be suspended without pay immediately, pending a meeting between the Company and the Union which will be held within two (2) working days of the suspension. The Company or the Union may request an extension of up to two (2) additional working days to investigate the incident.

## **ARTICLE 21 – LEAVE OF ABSENCE**

- 21.01** Upon written request which will contain reasons, made at least ten (10) working days before the intended leave, a leave of absence of up to ninety (90) calendar days without pay may be granted to an employee with seniority for valid personal reasons. Seniority shall not be affected and the Company will maintain employee benefits for thirty (30) calendar days. The Company will advise the employee of its answer within five (5) working days with a copy of its answer to be provided to the Union Chairperson.
- 21.02** Any employee of the Company elected or appointed to a full-time position in the Local Union or National Union, CAW will be granted a leave of absence without pay or benefits by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.
- 21.03** Employees who are granted leave under section 21.02 shall have their seniority accrue, including for the purposes of the Company sponsored Registered Retirement Savings Plan (RRSP) enrolment entitlement and employer contribution levels, while on such leave.
- 21.04** Upon request, the company will make reasonable effort to grant up to ten (10) working days without pay, for compassionate reasons. Seniority shall not be affected and the Company will maintain employee benefits for the period of the leave.
- 21.05** If a driver's AZ license is suspended as a result of being charged with a driving or other offence(s) but the driver has not been convicted of such offence, the driver shall be granted an unpaid leave of absence until the earlier of:
- (a) the suspension being lifted, or
  - (b) the driver being acquitted or convicted of such offence(s).
- Seniority shall accrue during such leave of absence and the Company will maintain benefits for thirty (30) calendar days.

## **ARTICLE 22– MATERNITY, ADOPTION AND PARENTAL LEAVE**

- 22.01** **Maternity Leave**  
Maternity leave will be granted in accordance with Federal Legislation.
- 22.02** **Parental Leave**  
Parental leave will be granted in accordance with Federal Legislation.
- 22.03** Return to work following maternity or parental leave shall be as follows:

Every employee who takes a maternity or parental leave of absence from employment under this Article is entitled to be reinstated in the position that the employee occupied when ~~the~~ leave of absence from employment commenced. Should the employee not have ~~the~~ seniority to be returned to his/her job, the employee will be placed in an existing vacancy. If no vacancy exists, the employee will have the right to bump a junior employee within his/her classification – seniority, qualifications and ability permitting.

**22.04** Benefits during maternity and parental leave shall be as follows:

1. Benefit coverage shall be maintained for an employee while on maternity or parental leave in accordance with ~~the~~ provisions of the *Canada Labour Code*, as amended from time to time.
2. An employee will be deemed to be in continuous employment during the period of maternity or parental leave in accordance with the provisions of the *Canada Labour Code*, as amended from time to time.

### **ARTICLE 23 -- PUBLIC OFFICE LEAVE OF ABSENCE**

**23.01** An employee with seniority, elected or appointed to a full-time Federal, Provincial or Local public office, may make written application for a leave of absence without pay for ~~the~~ period of his/her first term of active service in such public office. If such leave is granted, additional leaves of absence without pay for a subsequent term of service in such office may be granted at the discretion of management upon ~~further~~ written application by the employee.

**23.02** Any employee who is granted such leave of absence shall be entitled to reinstatement at the then current rate of pay, to such work as the employee may be entitled on ~~the~~ basis of his/her seniority, qualifications and ability. Seniority, including for the purposes of the Company sponsored Registered Retirement Savings Plan (RRSP) enrolment entitlement and employer contribution levels, will continue to accumulate during the period of such leave of absence.

**23.03** Upon written request, the Company may grant an employee leave of absence without pay for ~~the~~ purpose of participating in an election campaign for a Federal, Provincial or Local public office in which the employee is the candidate.

### **ARTICLE 24 -- PAID EDUCATION LEAVE**

**24.01** ~~The~~ Company agrees to pay 1.0 cent (\$.010) per hour per employee for all compensated hours upon ratification and an additional 1.0 cent (\$.010) per hour per employee for all compensated hours one year from ratification for ~~the~~ purpose of

providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid by cheque made payable to: CAW Leadership Training Fund, on a quarterly basis into a trust fund established by the National Union, CAW effective from the date of ratification of this Agreement, and sent by the Company to the following address:

CAW Family Education Centre, PEL Training Fund  
205 Placer Ct.  
Willowdale, ON M2H 3H9  
Attention: Ms. Andrea Bewish

- 24.02** The Company further agrees that members of the bargaining unit selected by the Union to attend such courses will, upon written request made at least five (5) working days in advance, be granted a leave of absence without pay for up to twenty (20) days class time, plus travel time where necessary. Such level of absence is to be intermittent over a twelve (12) month period from the first day of leave. The Union and the Company agree that a maximum of twenty (20) days leave will be allowed during each year of the term of this agreement. Employees on such leave will continue to accrue seniority and benefits during such leave.

## **ARTICLE 25 -- BEREAVEMENT LEAVE**

- 25.01** In the event of the death of a spouse (as defined in the current benefits program), child, parent, sibling, grandparent, grandchild, brother, sister, son or daughter in-law, current spouse's parent or sibling, legal guardian or ward, an employee with seniority covered by this Agreement, will be granted, upon application, a leave of absence of up to three (3) calendar days, immediately following the day of the death, for the purpose of attending the funeral and conducting other associated activities. To ensure continuous compensation, time will be compensated for any scheduled work assignments occurring during those three (3) consecutive calendar days. The Company reserves the right to request documentation.
- 25.02** In the event of the death of an aunt, uncle, niece or nephew or current spouse's aunt, uncle, niece or nephew, an employee with seniority covered by this Agreement, will be granted, upon application, a leave of absence of one (1) calendar day at his/her regular hourly rate of pay for the purpose of attending the funeral and conducting other associated activities. To ensure continuous compensation, time will be compensated for any scheduled work assignments occurring during that one (1) calendar day. The Company reserves the right to request documentation.

**Art. LE 26 – JURY DUTY or COURT DUTY**

**26.01** An employee who is required to attend in court as a member of a jury or as a witness subpoenaed to testify in a criminal prosecution or a civil action in which the employee is not a party, is required to submit a copy of the notice to attend, to his/her immediate supervisor, as soon as it is received from the court.

For each day for which an employee with seniority is required to attend in court as a member of a jury or as a witness subpoenaed to testify in a criminal prosecution or a civil action in which the employee is not a party, the Company will compensate the employee the wages the employee would have been paid had he/she reported for work as scheduled.



## ARTICLE 27 – PAYDAY

- 27.01** Bargaining unit members will be paid by automatic payroll deposit on a bi-weekly basis.
- 27.02** In the event that a payroll error of fifty dollars (\$50) net pay or more on an employee's payroll deposit has occurred, every reasonable attempt will be made to make payment to the employee, in the form of a cheque, within two (2) working days of the issue having been brought to the attention of the Company's Canadian payroll administrator or designate.

## ARTICLE 28 – CLASSIFICATIONS AND WAGES

- 28.01** The Company will pay employees according to the Wage and Classification Structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

## ARTICLE 29 – WAGE ADJUSTMENT AND EMPLOYEE PROTECTION

- 29.01** In the event of a successful job posting, an employee shall receive the rate of pay for the new position upon the employee commencing the new position.
- 29.02** In the event of a change of positions due to a lay off or recall, an employee shall be paid the rate of pay for the position into which he/she has bumped or been recalled.
- 29.03** In the event of a temporary transfer, the transferred employee shall receive;
- a) his/her current rate of pay; or
  - b) If the position to which the employee has been transferred has a higher rate of pay, the higher rate of pay will be paid for hours worked in the higher position.

## ARTICLE 30 – NEW JOB

- 30.01** When a new job, defined as a job not previously in existence in its current form, is created, the Company may assign an employee to such job for a period not to exceed forty-five (45) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Union Committee and provide all such data used to arrive at the new classification and rate. If the committee and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress. It is understood that the Company may

continue to operate with the new classification pending the conclusion of the arbitration process and subject to any adjustment which the arbitrator **may** order.

- 30.02** New jobs will be posted within thirty (30) days of start up, and experience gained **as** a result of a temporary assignment will not be considered as a qualification on the posting.

### **ARTICLE 31 – PAY EQUITY**

- 31.01** The Company and the Union agree to comply with any pay equity requirements that may exist under Section 11 of the Canadian Human Rights Act.

### **ARTICLE 32 - HOURS OF WORK**

- 32.01** Nothing in this agreement shall be construed as a guarantee by the Company of minimum hours of work per week, however the Company will endeavor to make work available that provides bargaining unit members with a minimum of forty (40) hours per week, provided the employee is qualified and available to work.

A city driver is a driver who's work assignment is within a 10 mile radius of his/her domicile.

- 32.02** The regular work week shall consist of the following:

- (a) For dockworkers the regular work week shall consist of eight (8) hours of work per day, five (5) days per week. Dockworkers will be allowed two (2) paid rest periods of fifteen (15) minutes each, one in each half of the shift, and **an** unpaid lunch break of thirty (30) minutes in each shift.
- (b) For shunters the regular work week shall consist of eight (8) hours of work per day, five (5) days per week. Shunters will be allowed two (2) paid rest periods of fifteen (15) minutes each, one in each half of the shift, and **an** unpaid lunch break of thirty (30) minutes in each shift.
- (c) For city drivers the regular work week shall consist of nine (9) hours of work per day, five (5) days per week. The Company will design work packages so **as** to afford drivers sufficient non driving time for breaks equal to above breaks in sections (a) and (b).
- (d) For highway drivers, the regular work day and work week will be in accordance with **their** work assignment. The Company will design work assignments **so as** to afford drivers sufficient non driving time for breaks equal to above breaks in sections (a) and (b).

**32.03** The Company and the Union agree to recognize normal shift times for dockworkers. At the time of this agreement, these times **are** as follows:

8:00 a.m.	to	4:30 p.m.
4:00 p.m.	to	12:30 a.m.
12:00 a.m.	to	8:30 a.m.

It is understood that employees work assignments may start and end their work scheduled at times other than the above. **An** employee's recognized shift will be based on the normal shift start time closest to the employee's work assignment start time. It is also understood that the normal times are subject to change based on customer requirements and other business demands.

**32.04** In **the** event that it becomes necessary for the Company to discontinue a shift or to change the starting time and stopping time of normal shifts, or to establish new shifts, **the** Company will meet with the Union to explain the rationale for the intended change and will consider any suggestions the Union may have with respect to the intended change. Wherever possible, employees will be given at least five (5) days' notice of a change in the normal shifts set out above.

### **ARTICLE 33 – REPORTING IN PAY**

**33.01** Any employee reporting to work on their regular scheduled shift, and who has not been notified not to report to work, will be provided at the Company's election either:

- a) four **(4)** hours of available work; or
- b) four **(4)** hours pay at the employee's applicable hourly or out of system rate.

**The** Company reserves **the** right to assign **the** employee four **(4)** hours of available work.

### **ARTICLE 34 – EMERGENCY CALL-BACK PAY**

**34.01** When the employee has completed their **regular** shift and left the work premises, and is called back to work, the employee will be provided at the Company's election either:

- a) four **(4)** hours of available ~~work~~; or
- b) four **(4)** hours pay at the employee's applicable hourly or out of system rate.

The Company reserves the right to assign the employee four **(4)** hours of available work.

## **ARTICLE 35 – INJURY ON THE JOB**

- 35.01** Employees who are injured at work and who are unable to continue at their job shall be paid their regular earnings for the balance of the shift on which the injury occurs.

## **ARTICLE 36 – OVERTIME PAY**

- 36.01** It is acknowledged that, in the operation of the Company's business, defined under the Canada Labour Code as a continuous operation, there are circumstances in which full-time employees may be required to work hours in addition to regularly scheduled work assignments. Employees will be compensated for such additional work as follows:

- (a) Dockworkers will be paid equal to one and one half times their regular hourly rate for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- (b) Shunters will be paid equal to one and one half times their regular hourly rate for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- (c) City drivers will be paid equal to one and one half times their regular out-of-system rate for all hours worked in excess of nine (9) hours in a day or forty five (45) hours in a week.
- (d) Highway driver's work schedules will not be designed to exceed 60 hours per week.

In respect of (d) above and subject to Letter of Understanding #4 – Work Assignment Selection Guidelines, the Company recognizes that extenuating circumstances arise that may create a need for an employee to work a greater number of hours to complete his/her work assignment than the total hours scheduled in a given work assignment. Out-of-system compensation will be paid after thirty (30) minutes beyond the scheduled total hours of the work assignment, at one and one-half times the current out-of-system rate, in quarter hour increments.

Company meetings that are non-compulsory are not hours worked for the purposes of calculating overtime.

- 36.02** With respect to hours worked in addition to regularly scheduled work assignments, the Company agrees that it will proceed as follows:

- (a) In the event a sufficient number of regular full-time drivers or dockworkers do not volunteer for such work, the Company will first endeavour to fill its uncovered

additional requirements **through** the **use** of qualified temporary employees **before requiring** regular full-time employees to work; then

- (b) **In** the case of drivers, if the Company's operational requirements cannot be met with qualified temporary employees, the Company will determine the number of regular full-time drivers required to work and will identify a corresponding number of eligible drivers, who are qualified and able, **from** the bottom end of the seniority list. Subject to hours of work restrictions, the Company will make its best effort to **ensure** that the most senior driver required to work will be offered his/her choice of the available work first, with the next most senior driver being offered second choice of available work, and so on until all work assignments are covered; and
- (a) **In** the case of dockworkers, if the Company's operational requirements cannot be met with qualified temporary employees, regular full-time dockworkers, who are qualified and able, will be required to work on their normal **shift**; commencing with the most junior dockworker on the seniority list who normally works the **shift** for which overtime is required, and proceeding in reverse order of seniority until the Company's requirements have been met.

**36.03** For clarity, section 36.02 is not intended to deprive regular employees of the opportunity to volunteer for work hours in addition to regularly scheduled work assignments, nor to prevent the Company from requiring employees to work in order to meet its operational requirements where a sufficient number of employees do not volunteer.

### **ARTICLE 37 – VACATIONS WITH PAY**

**37.01** Each employee will be entitled to vacation entitlement in accordance with the following schedule:

- (1) Employees who have completed less than one year of continuous service by December 31 of the first calendar year of employment, will be entitled to one vacation day for every full calendar month of service, to a maximum of ten (10) days, to be taken during the following calendar year. **In** the case of partial months, an additional day will be granted if employment began from the first to the fifteenth day of the partial month;
- (2) Employees who have completed one year, but less than five years of continuous service by December 31, will be entitled to ten (10) days, to be taken during the following calendar year;
- (3) Employees who have completed five years, but less than ten years of continuous service by December 31, will be entitled to fifteen (15) days, to be taken during **the** following calendar year;

- (4) Employees who have completed ten years or more of continuous service by December 31, will be entitled to twenty (20) days, to be taken during the following calendar year.

Each employee will be entitled to vacation pay, paid on a semi-annual basis (late **June** and late December) in accordance with the following schedule:

- (1) Payment rate will be calculated as 4% of total earnings from the Company during the period since the previous payment of vacation pay, for employees who have completed less than five years of service;
- (2) Payment rate will be calculated as 6% of total earnings from the Company during the period since the previous payment of vacation pay, for employees who have completed more than five years, but less than ten years of service;
- (3) Payment rate will be calculated as 8% of total earnings from the Company during the period since the previous payment of vacation pay, for employees who have completed more than ten years of service.

**37.02** For the purpose of utilizing vacation entitlement, the vacation year will be defined as the calendar year (January 1 – December 31).

**37.03** It is agreed that an employee having been absent will receive no reduction in earned vacation entitlement because of such absence. Furthermore, no allowance will be made for sickness occurring during a scheduled vacation, unless it is a documented hospitalized illness.

**37.04** It will be mandatory for an employee to take his/her vacation entitlement and pay within the defined twelve (12) month vacation year. The Company reserves the right to schedule shutdowns, at which time employees will be required to utilize their vacation entitlement. In the event that shutdowns affect vacations that have already been approved, the Company will grant a leave of absence for the number of days exceeding the affected employees remaining vacation entitlement.

**37.05** A statutory holiday, as observed falling within an employee's scheduled vacation, for which **the** employee would have otherwise qualified for statutory holiday pay, shall be paid the equivalent of what they would have been compensated had they been on duty **or** may elect to take another day off with pay at a later date which is mutually agreeable by the Company and the employee.

## **ARTICLE 38 – PAID HOLIDAYS**

**38.01** For the purpose of this Agreement, the following days will be observed general holidays:

General Holidays  
New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Remembrance Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

The Company and the Union agree that another day will be substituted for Remembrance Day as scheduled by the Company.

The specific calendar dates for these holidays will be published and communicated annually.

In addition, three (3) Floating Holidays common to all Bargaining Unit Members will be provided during each calendar year. The Company and the Union agree to review the dates on which these holidays will fall within the first 30 days of each calendar year. Consideration will be made to assign up to all three (3) days during the CAMI Christmas shutdown period.

**38.02** All holidays set out in this Agreement shall be celebrated Monday through Friday.

**38.03** Holiday pay for a seniority employee shall be as follows:

All employees shall receive a **sum** equivalent to what they would have been compensated had they been on duty.

**38.04** All employees are entitled to holiday pay subject to the following:

- (a) If laid off or working short hours or on a leave of absence, the employee must have worked any time in the seven (7) working days preceding the holiday to be entitled to pay for the holiday;
- (b) If absent due to illness or injury, for a period not exceeding seven (7) working days prior to the holiday provided, and provided that sick benefits or WSIB benefits are not being supplied. In this instance, the Company may require a doctor's certificate supplied by the employee to substantiate reason for absence.

A probationary employee, subject to (a) and (b) above, shall receive holiday pay if they have **worked** at least **fifteen** (15) days in the thirty (30) **working** days immediately preceding the holiday.

Employees who are scheduled to work on a specific holiday, but who fail to report without reasonable **cause**, shall not receive holiday pay for that specific holiday.

**38.05** Employees required to work on a general holiday shall receive, as determined by the Company, either:

- (a) pay equivalent to what would have been received had they been on duty for the day and an amount equivalent to one and one half times the work assignment compensation; or
- (b) pay equivalent to their regular hourly or route compensation rate for the time worked and another day off with pay equivalent to their normal compensation, at a time convenient to both the Company and the employee.

### **ARTICLE 39– BENEFITS & REGISTERED RETIREMENT SAVINGS PLAN**

**39.01** The Company will pay one hundred percent (100%) of **the** premium cost for **the** following benefits:

- (a) Group Life Insurance at a flat rate of \$50,000. This benefit will be administered **as** a taxable benefit in accordance with the Federal Income Tax Act.
- (b) Group Accidental Death and Dismemberment at a flat rate of \$25,000.
- (c) Short **Term** Disability at 66 2/3% of weekly earnings to a maximum taxable **earning** of \$413 per week.
- (d) Extended Health Insurance at 90% reimbursement, subject to \$25/\$50 deductible unless where noted.
  - (1) Prescription Drug (pay-direct drug card, \$7 dispensing fee cap, 90% reimbursement, deductible waived)
  - (2) Paramedical practitioner coverage at \$300 individual/\$600 family per practitioner per year
  - (3) Vision Care coverage at one set of lenses, \$100 for frames and \$250 for contacts per individual per 24-month period
  - (4) **Hearing** Aid coverage at \$250 per individual per individual per 24-month period
  - (5) Out-of-Country coverage at 100% reimbursement co-ordinated between **the** insurance carrier and the home province.



(e) Dental Plan coverage at \$1,500 maximum per individual per calendar year at 90% reimbursement, subject to \$25/\$50 deductible for basic service as defined in the plan design. **After** the defined twelve (12) month period of employment, 50% reimbursement for major service ~~as~~ defined in the plan design shall apply.

- 39.02** The Company will provide Long Term Disability coverage at \$1,000 per month, the premiums and any applicable premium taxes to be paid by the employee through payroll deduction, providing a non-taxable replacement income amount to the employee.
- 39.03** The Company will provide access to Optional Life Insurance for the employee and/or spouse, the premiums and any applicable taxes to be paid by the employee through payroll deduction. Coverage is subject to satisfactory evidence of insurability adjudicated by the insurance carrier.
- 39.04** Registered Retirement **Savings Plan (RRSP)**  
Full-time permanent employees, will be eligible to participate in the Company RRSP, beginning January 1, April 1, July 1 or October 1, following one (1) continuous year of service, in accordance with the terms set out in the RRSP booklet.
- 39.05** **Terms and Conditions**  
Eligibility to participate and entitlement under any of the above plans or any issue concerning benefits or the Registered Retirement Savings Plan shall be subject to the specific provisions of the insurance policies and the RRSP contract. The Company may select the insurance carrier(s) of its choice or may change insurance carrier(s) or self-insure if it sees fit; however, the level of benefits provided shall be equivalent to all those outlined in this Article.

#### **ARTICLE 40 – PARKING**

- 40.01** The Company will make available a suitable parking area for all employees at no cost to them.

#### **ARTICLE 41– EQUIPMENT AND TOOLS**

- 41.01** The Company agrees to supply at its expense all necessary tools and equipment, as it determines required and necessary.

## **ARTICLE 42 – LUNCHROOM, WASHROOM AND FIRST AID**

**42.01** The Company will provide access to lunchroom facilities.

In all facilities the Company will provide access to:

- Clean sanitary washrooms
- First aid equipment

## **ARTICLE 43 – TRAVELLING ALLOWANCE**

**43.01** The employee will be paid mileage at the current Company rate when the employee is required and authorized to use his/her personal vehicle to perform duties at the direction of the Company.

## **ARTICLE 44 – TUITION FEES**

**44.01** It is the policy of the Company to encourage employees to engage in personal self-development through enrolment in formal education courses.

**44.02** Upon successful completion of the pre-approved course or program, the Company will reimburse the employee 100% of the cost of tuition fees to a maximum of \$1,000 in each calendar year to enable the employee to participate in a work-related program of study in accordance with the Company's tuition assistance policy.

## **ARTICLE 45 - PROTECTIVE CLOTHING**

### **45.01 APPAREL PROGRAM**

The Union recognizes that the wearing of clothing with the Transfreight logo is part of Transfreight's professional corporate image and is strongly recommended attire. The Company will provide an established credit of \$280.00 per annum to each employee to purchase apparel from the applicable Apparel Brochure, in accordance with the Company's defined Apparel Program.

### **45.02 FOOTWEAR**

Rubber-type sole, green patch, work shoes or work boots must be worn while on duty. The Company will provide an annual total cost reimbursement up to one hundred dollars (\$100.00) to purchase this footwear. Receipts must be submitted prior to December 15 of each year to receive this reimbursement.

## **ARTICLE 46 – HEALTH AND SAFETY**

- 46.01** The company, the Union and employees in the bargaining unit will make every effort to comply in a timely manner with all applicable legislation pertaining to the health and safety of the employees at the Company.
- 46.02** The Union, the Company and employees in the bargaining unit agree to actively promote measures to assure the health and safety of all employees.
- 46.03** Joint health and safety committees will be continued in the following form:
- It will consist of four (4) members of the Union and four (4) Company representatives selected by the Company. This Committee shall meet as outlined below.
- Both sides will be entitled to invite an additional person to each meeting.
- If the Union invites such person, *the* person will not be paid by the Company for his/her attendance.
- 46.04** During all absences, both parties will recognize a designated alternate.
- 46.05** Both parties agree to abide by Part II of the Canada Labour Code and its Regulations as in effect on January 1, 1997 and will continue to cooperate in the prevention of accidents and the promotion of health and safety. The parties further agree that Part II of the Canada Labour Code and Regulations in effect on January 1, 1997 will be considered a minimum standard.
- 46.06** The Company and the Union agree to identify a health and safety program to be provided by the Company for members of the Joint Health & Safety Committee not to exceed forty (40) hours. The Company will pay the Joint Health & Safety Committee members at their regular hourly or out-of-system rate for time spent attending the training.

## **ARTICLE 47 – NATIONAL DAY OF MOURNING**

- 47.01** The Company agrees to allow employees one (1) minute's silence at 11:00 a.m. on April 28<sup>th</sup> of each year in observance of those workers killed on the job.

## **ARTICLE 48 – SUBSTANCE ABUSE**

- 48.01** Substance abuse is recognised to be a serious medical and social problem. Substance abuse not only affects the wellbeing of the individual employee, but in the logistics and transportation industry, may also affect the safety of fellow employees and the

public in **general**. **The** Company and **the** Union have a strong interest in encouraging employees to refrain from **the** use of prohibited substances and, where substance **abuse does** occur, to promote early detection and treatment. **The** Company and the Union acknowledge that any employee who has been diagnosed as having a substance abuse problem has an obligation to seek assistance and co-operatively participate in **the** treatment of **the** problem.

- 48.02** **The** Company will provide assistance to employees experiencing substance abuse problems in the form of the existing Employee Assistance **Program** (EAP).
- 48.03** This article is not intended to affect **the** Company's ability to determine fitness for work of an employee who has experienced a substance abuse problem, nor **the** right of the Company to take disciplinary action in appropriate circumstances.



**ARTICLE 49 – COPY OF AGREEMENT**

- 49.01 The Company will provide a copy of the Collective Agreement in booklet form to all employees.
- 49.02 The Company shall also supply a brochure describing the Company’s applicable Health and Welfare benefit plan and the Company’s applicable Registered Retirement Savings Plan (RRSP).

**ARTICLE 50 – ADJUSTMENT PROPOSAL**

- 50.01 In the event of a permanent discontinuance of business, the Company and the Union agree to follow the relevant Joint Planning Committee provisions set out in Section 214 of the Canada Labour Code in effect on the date of ratification of this agreement.

**ARTICLE 51 – DURATION OF AGREEMENT**

- 51.01 This Agreement will remain in effect for two (2) years from the date of ratification, and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in full force and effect from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period of not more than ninety (90) days prior to the expiration of said Agreement.

This Agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the 13th day of December, 2000.

**FOR TRANSFREIGHT INC.**

David Burns, V.P. – Operations

Martha Olsen, G.M. – Human Resources

Chris Painter, G.M. – CAMI Contract

Dennis Forsyth, G.M. – Procurement&Fleet Services

**FOR CAW – LOCAL 4268**

John Smith, Unit Chairperson

Brad Falconer, London Steward

Jeff Clarke, Dock Steward

Randy Gibbons, Ingersoll Steward

Len Poirier, President – Local 4268

Dave Tilley, National Representative

**Schedule "A"**

**Classification and Wages**

CLASSIFICATION	EFFECTIVE	
	On Ratification	One Year From Ratification
Driver - Single (City/Highway)	\$ 16.12	\$ 16.44
Driver - Team	\$ 18.56	\$ 18.93
Shunt	\$ 17.78	\$ 18.14
Dock - Material Handler	\$ 13.28	\$ 13.55
Dock - Packager	\$ 11.95	\$ 12.19

The Company and the Union hereby agree that the probationary rate for new hires will be \$1.00 less than the full rate for new hires meeting Company requirements for the first ninety (90) days.

## LETTERS OF UNDERSTANDING

### #1 - VIOLENCE AGAINST WOMEN

The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, psychologist, psychiatrist or other professional counsellor) that **the** employee is in an abusive or violent personal situation, the Company will give full consideration to her circumstances in dealing with any imposed discipline.

### #2 - RANDOM DRUG AND ALCOHOL TESTING

**The** Union recognizes that the Company is required by the laws of the United States to administer a program of random drug and alcohol testing for drivers who are required to operate in the United States. The Company agrees that random drug and alcohol testing will be limited to the group of drivers necessary to carry out the Company's operations in the United States and to those employees who have voluntarily submitted their names in writing to the Company in order to be eligible for work assignments that operate in the United States, therefore allowing themselves to be part of the random drug and alcohol pool. Upon confirmation that these drivers have been registered in **the** random drug and alcohol pool, the Company agrees to identify those employees' names with the bargaining unit by way of a notation on the seniority list.

### #3 - PHYSICIAN'S NOTE

The Company will pay a flat fee of \$15.00 for a Company requested physician's note. The note is to be provided on a form provided by the Company certifying that:

- (a) the employee is under the physician's care
- (b) the employee has been/is disabled from work
- (c) **the** employee **is** fit to/will be fit to return to work, and **the** dates applicable

Hereinafter, the term “work assignment” will be used to refer to any full time position available in the driving and dock classifications and will refer to, but not be limited to, the terms: “route, package, route package, specification, route specification or shift”.

The Company shall administer the selection process in a timely, fair and non-disruptive manner. For the purposes of administration of selections within the driving classification, the Company shall be represented by the appropriate Fleet staff in London and Ingersoll, and the Operations Supervisor, Fleet. For the purpose of administration of selections within the dock classification the Facility Manager, or his designate, shall represent the Company.

The Company will be responsible for:

- posting and distribution of all work assignment selection data as described herein;
- initiating and managing the “Full System Work Assignment Selection”, “Unscheduled Work Assignment Selection” and “Bumping” processes as described herein;
- ensuring all work assignment selection processes are completed as described herein; and
- updating the work assignment selection summary sheets and advising employees of the work assignment selection results as described.

The Company will make all reasonable efforts to ensure that the work assignments are accurate, achievable and comply with all applicable hours of service legislation, Company policy and Company health and safety compliance standards prior to being made available for bidding.

Following a reasonable trial period, in the event an employee believes that under normal circumstances, a work assignment is unable to be completed as designed, an employee will have the right to initiate a grievance pursuant to Article 11 – Grievance Procedure.

The Company reserves the right to identify work assignments as per work specification or work schedule. This permits the differentiation of work assignments that can be defined by specific function that have to operate based on the daily operational requirements of the Customer (shunting, sequencing runs, etc.).

New work assignments included in a work assignment selection process will be assigned a rotational or nonrotational status at the discretion of the Company. Employees will not be permitted to change rotational work assignments into single work assignments or to change a pair of work assignments into a rotational work assignment. It will be at the discretion of the Company to accommodate a request of



this nature if and only if an Unscheduled Work Assignment Selection is **completed** where all employees have an opportunity to select the new work assignment. "Full System Work Assignment Selection", "Unscheduled Work Assignment Selection" and "Employee Requested Unscheduled Work Assignment Selection" will be administered in accordance with Article 15, sections 15.01 and 15.02.

### **FULL SYSTEM WORK ASSIGNMENT SELECTION**

"Full System Work Assignment Selection" is defined as selecting by classification, all work assignments originating in the combined London/Ingersoll locations, for all employees within the driver classification, and all dock work assignments originating in a specific location. Full system work assignment selection will occur **as** operational requirements necessitate, or a minimum of once per year to coincide with summer shutdown

The Company will endeavour to provide as much notice **as** possible in advance of a pending full system work assignment selection. Work assignment selection **summary** packages, by classification, will be distributed to all affected employees prior to the scheduled selection date(s). For employees in the driving classification, work assignment specifications will be available in London and Ingersoll. Full system work assignment selection will start at least five (5) business days before the start of the new work assignments. A copy of the completed work assignment selection results will be provided to the Union Chairperson no later than three (3) business days after the last selection has been received. Results of the selection will be posted by the Company.

#### **Work Assignment Selection Summary Packages**

Work assignment selection summary packages will be given to all employees affected at least **two** (2) business days prior to the start of a full system work assignment selection.

All packages will include summary information relating to the work assignment (i.e. start and finish times, total weekly hours, pickup and delivery locations, origin of route, days of the week). The package will also include the selection seniority list and assigned dates and time slots for selection (which shall be **fifteen** (15) minutes in duration). It will also include an outline of the selection process to be followed.

Work assignment selection summary packages will be placed in individual mailboxes to ensure that everyone receives a copy. It is the employee's responsibility to ensure they have received their **summary** sheets.

More specific information, clearly outlining the specifications for each work assignment will be available at each facility. It should be noted that work assignments may be altered at any time in response to customer requirements.

### General Work Assignment Selection Guidelines

All employees are obligated to be prepared to make a selection on the date and at the ~~time~~ specified on the selection schedule handed out with the selection summary ~~packages~~. If an employee fails to contact the Company before the end of his designated selection time, he/she forfeits their seniority sequence and any claim to work assignments that may have been picked. The employee will be allowed to rejoin the selection process at the point that he/she contacts the Company representative.

Upon completion of any work assignment selection, the selected employee will be required to start the new assignment on the scheduled start date as determined by the Company.

### UNSCHEDULED WORK ASSIGNMENT SELECTION

An "Unscheduled Work Assignment Selection" is defined as a posting and subsequent selection of any vacated or newly acquired work assignment, other than that created by an "Employee Requested Unscheduled Work Assignment Selection". This process will be conducted at any time there is an open work assignment, with the exception of those circumstances outlined under the heading "Temporary Work Assignments".

The work assignment vacated by the employee who is awarded the posting is in turn posted.

This process will continue until all such **work** assignments, that occur as a result of the initial "Unscheduled Work Assignment Selection", have been posted. Any openings that remain at the end of this process will be filled by the Company in any fashion they feel will continue a high level of service and cost effectiveness.

### EMPLOYEE REQUESTED UNSCHEDULED WORK ASSIGNMENT SELECTION

If an employee, for whatever reason, wants to switch his/her work assignment, the employee must give his/her supervisor a written request for an "Employee Requested Unscheduled Work Assignment Selection".

The employee who requested the "Unscheduled Work Assignment Selection" must stay on his/her current work assignment if the "Unscheduled Work Assignment Selection" does not result in the posting being filled. If the position is filled, the employee who requested the selection has the option of taking the work assignment that was vacated by the employee who chose his/her work assignment or let that **work** assignment up for bid as well. This can happen up to a maximum of three (3) times, at which time the employee that initiated the "Unscheduled **Work** Assignment

**Selection**” must take the remaining open work assignment. This process can only be initiated by the **same** employee once between “Full System Work Assignments Selection”. Once an “Unscheduled Work Assignment Selection” is initiated, the process must continue through to completion.

## **BUMPING**

A full time employee who is affected by one or more of the following, will have the right to bump in accordance with Article 14, section 14.02.

- if a work assignment is permanently eliminated;
- if a work assignment is permanently altered by an increase or decrease of more than thirty (30) minutes per day from the work assignment originally bid on; or,
- if the start time of a work assignment is permanently altered by more than sixty (60) minutes per day.

In cases where a work assignment is anticipated to be temporarily altered for an extended period of time greater than ten (10) consecutive work days, as a result of a partial plant shutdown for example, the Company and the Union will meet to discuss options that will cause the least amount of disruption in service to the customer and the least adverse affect on the bargaining unit employees. In the event the Company and **the** Union **are** unable to reach agreement, permanently, as used above, will be defined **as** occurring for more than ten (10) consecutive work days.

In cases where a work assignment is anticipated to be temporarily eliminated for a period of time equal to ten (10) working days or less, **the** Company and the Union will meet to discuss options that will cause the least amount of disruption in service to **the** customer and the least adverse effect on the bargaining unit employees. In **the** event the Company and the Union are unable to reach agreement, the following procedure will apply:

- (a) The Company will identify the work assignments filled by temporary employees and subcontractors and if necessary, junior employees in the classification who may be bumped; and
- (b) affected employees will be permitted to select by seniority from these work assignments.

This process will continue until all open work assignments that occur as a result of the initial bump have been filled. Any openings that remain at the end of this process will **be** filled by the Company in any fashion it feels will continue a high level of service and cost effectiveness.

Subject to Article 14, section 14.02, employees must be prepared to bump and be prepared to start their new work assignment at the beginning of the next work week. Employees will remain in their current work assignment until such time. If the

process was initiated as a result of a work assignment having been eliminated, that employee will be assigned temporary work, provided there is work available and that the employee has the qualification and ability to perform such work, until the new work assignment takes effect.

### **TEMPORARY WORK ASSIGNMENTS**

In cases where an employee is anticipated to be absent for an extended period of time, the Company and the Union will meet to discuss options that will cause the least disruption in service to the customer and the least adverse affect on the rights of the employees. In the event the Company and the Union cannot reach an agreement, the Union recognizes the right of the Company to temporarily fill the position at its discretion. The Company recognizes the Union's right to file a grievance at Step 2 over any dispute that may arise under the letter.

## **#5 -- UNION SECURITY**

Sample Letter **for** Employers

Date

Company Contact  
Address

Dear Sir **or** Madam:

**You** are herewith advised that in accordance with provisions of the Constitution of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) the dues structure is as follows:

*All dues are payable during the current month to the Financial Secretary of the Local Union. Minimum union dues shall be a sum equivalent to **two** hours and twenty minutes straight-time pay per month. Members dues shall be based **on** the amount earned *per* straight time hour in the payroll period worked when dues are deducted, including any amounts normally considered as part **of** regular pay, but excluding shift premium, Saturday, Sunday and Holiday premiums.*

Beginning with the month of \_\_\_\_\_, 2000, dues will **be** deducted according to the above, and forwarded to the Financial Secretary of Local 4268, CAW, along with a list of members from whom the dues were deducted and amounts.

The Local Union would also appreciate for clerical purposes a notation if a member is sick, on Workers Compensation, or vacation, as well as addresses of new employees, and change of addresses as you receive them.

The Initiation **Fee** for each new member is \$20.00, and will be deducted in addition to the dues, and forwarded in the **same** manner as above.

Dues are not deducted if **a** member has worked an amount **equal** to less than forty (40) hours in a month, is sick, or on workers compensation.

**Yours** truly,

Financial Secretary,  
CAW Local 4268

## #6 - REINSTATEMENT OF GRIEVANCES

### Sample Letter

During negotiations the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violation of the fundamental principles of collective bargaining.

However, in those instances where the National Union (CAW-Canada), by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Manager, Staff Labour relations in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievances that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, Provincial, or Municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Appeal Board or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Appeal Board decisions or other grievance resolutions.

**It is understood this letter and the Company's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.**

## #7 – EMPLOYEE FILES

**TO:** CAW – Canada, Local 4268  
**FROM:** Transfreight Inc.  
**RE:** Employee Files

This will confirm that upon ratification of the first (1<sup>st</sup>) Collective Agreement between the Company and the Union, all discipline will be removed from the Bargaining Unit employee files.

This Letter of Understanding will not form part of the Collective Agreement.

Yours truly,

Transfreight Inc.

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