



AGREEMENT BETWEEN

**PENSKE LOGISTICS CANADA LTD.**

AND

**UNIFOR LOCAL 4268**

Effective October 23, 2016  
To October 26, 2019

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## **ARTICLE 1 - RECOGNITION**

**1.01** Penske Logistics Canada Ltd., hereinafter referred to as the Company recognizes the Union as the exclusive bargaining agent for all employees in 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.

The Company further agrees that it will recognize the Union as the exclusive bargaining agent in the event that it opens a new domicile to support General Motors CAMI Assembly.

### **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 up to and including part-time and/or temporary office staff shall not perform bargaining unit work except for the purposes of:
- (a) emergencies, including unanticipated changes in customer requirements
  - (b) training employees
  - (c) process and procedure assessment or measurements
  - (d) Covering work after all Collective Agreement procedures have been followed in an attempt to cover that work with a bargaining unit employee or temporary driver.

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.

The Company will make the Union Chair or his/her designate aware of the use of the non-bargaining unit employee as soon as reasonable possible.

### **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 A230-95, 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 enforceability 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-time hour 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
- ) bereavement pay

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 employee number, 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, phone numbers, addresses, and postal codes of all active employees as provided to the Company.
  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 Resources Business Partner.

## **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 agrees that the Union Chair will be compensated at a weekly rate equal to 40 hours x the hourly classification of the last job he/she held prior to becoming the union chair, which may include up to 10 hours per week performing Smith System training or Road Testing. In all cases this compensation is payable for weeks where the bargaining unit is working.

If the membership decreases by 50% the compensated Union Chair hours will be 20 hours per week excluding Smith System Training or Road Testing.

Compensation for Union activity shall not be used in calculating overtime.

The Company agrees that additional work will be made available to the Union Chairperson up to the amount equal to the OTR Route average as specified in Article 32.02.

**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** The parties agree to establish a Labour Management Committee which will meet on a monthly basis (or as required). The Committee will consist of three (3) members from the Union and three (3) members from the Company.

**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. Such permission shall not be unreasonably withheld. 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 a laptop computer (which will be stand alone and not connected to the network and updated on an annual basis), access to the office printer, a locked 4 drawer metal filing cabinet, access to a shared meeting room when available, 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 Company will maintain the equipment. Repair or replacement due to damage or loss caused by the Union, will be the Union's responsibility.

## **ARTICLE 7 – BULLETIN BOARDS**

**7.01** The Committee will have the use of enclosed bulletin boards which will be placed in conspicuous locations in each bargaining unit location for the posting of union notices. Such bulletin boards will be supplied by the Company and be a minimum of 48 by 48 inches, and constructed of metal material with a locking glass door 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 Union 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.

**8.06** **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 Resources Business Partner 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 Company and Union representatives (Chairperson or designate) will identify the category of discrimination/harassment the complaint falls into, as described in Section 8.01. The appropriate Company and Union representatives (Chairperson or designate) 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 Business Partner and the Union Chairperson (Chairperson or designate).

The Chairperson or designate and the Human Resources Business Partner will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative. In the event of a complaint involving sexual harassment, the investigative team 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 Resources Business Partner and the Chairperson or designate who will make a determination on an appropriate resolution. The Human Resources Business Partner and the Chairperson or designate 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 Chairperson or designate 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 an opportunity to receive human rights training, at 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.

Such training will be done at either the beginning or end of the TM's regular shift. In the event that this training must take place on a week-end day it will be combined with other training to ensure a minimum of four hours.

The Company will endeavour to provide a minimum of one week's notice of such training. If the training is scheduled for a week-end day the Company will endeavour to provide two weeks' notice of the scheduled training.

## **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*.

## **ARTICLE 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 employees 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.

**11.03** **Step One**

If the complaint is not satisfactorily resolved within two (2) working days, the committee person will then submit the grievance in writing. The Union Chairperson and/or Steward and/or the grievor and the appropriate Company Representative shall meet to discuss the grievance and the designated Company Representative shall give his/her decision in writing to the Union Chairperson within five (5) working days of the receipt of the grievance.

**11.04** **Step Two**

Failing settlement at Step One, 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. Either may waive the meeting at this step and proceed to Step Three.

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.

**11.05 Step Three**

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 parties will agree upon an Arbitrator to be used within fourteen (14) days of the matter being referred to arbitration. Should the parties fail to agree on an Arbitrator, a request will be made to the Ministry for an Arbitrator to be appointed. If an Arbitrator is not available or agreeable to commence a hearing within 90 days of being appointed, another Arbitrator shall be sought.

**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 Article for grievance procedure, shall exclude Saturdays, Sundays, holidays and a shutdown resulting in the layoff of any employee(s) who either the Company or the Union believe will be of assistance in dealing with the grievance.

## **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** (i) In the event that an employee’s AZ license is revoked for a medical reason, the employee will be allowed to bump into another classification provided:

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

(ii) In the event that the employee loses their license for reasons other than those in 20.07, the employee will be allowed to move into another classification provided: it does not result in the displacement of a regular employee, and the employee has the skill, ability, and qualifications to perform the required work.

During this period, the employee seniority will move to the bottom of the seniority list for a period of one year at which time the employee will go back to their regular Company seniority.

**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. The Union Chairperson or his/her designated representative will act as a witness to the draw.

## **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 eighteen (18) calendar 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 twenty-one (21) days' notice to employees and the Union of any contemplated layoffs or as required by the Canada Labour Code for group terminations.

**14.02** Whenever it becomes necessary to decrease the working force, temporary employees and probationary employees will be the first laid off. If further layoffs are necessary, employees with the least amount of seniority within the bargaining unit shall be laid off, provided those remaining employees with more seniority have the qualifications and ability to perform the required work. A senior employee may elect to accept a voluntary layoff. An ROE will state the layoff as "shortage of work". If the employee wishes to return to work, they will give the company fourteen (14) days notice to report from the voluntary layoff. Employees on voluntary layoff will have the option of paying for and maintaining Company offered benefits during the voluntary layoff period. LTD benefits will be offered for a maximum of 31 days. All other coverage will be offered for a maximum of six (6) months.

**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** The Company in consultation with the Union will offer training opportunities with qualified personnel as deemed by the Company Safety & Compliance group during normal working times to facilitate employees to qualify for overtime/shutdown opportunities and to avoid layoffs of seniority employees due to a reduction of the workforce.
- 15.02** 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.
- 15.03** 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. This will continue until there is a posting with no members bidding on the open position.
- 15.04** In the event that no members bid on the open position, it will be assigned to the junior member on the seniority list without a bid position.

### **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. In the event an employee has become incapacitated and will be unable to work for an unidentified period of time and notifies the Company that he/she is contemplating filing for STD or WSIB, the Company will advise the Union Chairperson of this information.

**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 Chairperson 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 the Union Chairperson or his/her designate will be given an opportunity to meet with each new employee for thirty (30) minutes during the employee's orientation 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. This will normally be done within the first week of employment. The Company will endeavour to notify the Union Chairperson in writing one week prior of such new employee's anticipated start date, location, shift and orientation schedule dates and times.

## **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, section 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).

- 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.
- c) the Union agrees to review the requirement of the Company to use Temps on an as required basis for the purpose of scrap out, WSIB, vacation, STD and LTD coverage. The agreement to the use of temps will not be unreasonably withheld for authorized disclosed purposes. Temps will not be used to cover vacant positions for longer than thirty (30) days to allow for completion of recruitment of a regular employee.
- d) Upon request from the Union Chairperson, the Company will provide a list of all temporary employees showing the start date of employment within three (3) working days of request.

**19.03** Except for the circumstances described in Article 3, section 3.01, and 19.03 a full time work assignment shall be deemed to exist where:

- a) a temporary employee is assigned to a work assignment for a continuous sixty (60) working days.

Where a position is deemed to be permanent, it will be filled by a probationary employee.

**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. Any temporary driver (offered in order of length of time assigned to Transfreight) who refuses a full-time position will be replaced.

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

**20.01** Reasonable efforts will be made to have a Union representative present at any time when the Company is interviewing a Driver for the purpose of a disciplinary investigation.

A Union representative will be present at any time when a disciplinary warning, suspension, entry into the Driver's Qualification Files and/or discharge is issued.

The Company will endeavour to use progressive discipline whenever reasonable. Depending on the severity of the offence, the Company, at its sole discretion, reserves the right to skip steps in the progressive discipline process.

The Union Chairperson shall receive copies of all file entries of a disciplinary nature when issued to any member of the bargaining unit.

- 20.02** No written disciplinary action shall remain on the employee's record longer than (12) twelve calendar months provided there is no repetition of the discipline within that (12) twelve months. In the event there is a repetition of the disciplinary infraction it will remain for eighteen (18) months.
- 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 two (2) working days 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.
- 20.06** The term "working days" when used in this Article for the administration of discipline shall exclude Saturdays, Sundays, holidays and a shutdown resulting in the layoff of any employee(s) who either the Company or the Union believe are required for conducting a full and complete investigation of the alleged offence or the circumstances giving rise to the discipline.
- 20.07** In the event that a driver is convicted of a driving or other offence(s) and loses his/her AZ license as a result, the Company will consider the following circumstances in determining whether the driver will be permitted to bump into a non driving position:
- a) whether the offence was committed during the driver's hours of work;
  - b) whether the offence occurred while operating Company equipment;
  - c) the driver's discipline record; and,
  - d) any other mitigating circumstances which the driver or Union brings to the Company's attention.

A decision by the Company not to permit a driver to bump into a non driving position shall be grievable.

**20.08 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.

**ARTICLE 21 – LEAVE OF ABSENCE**

**21.01** Upon written request which will contain reasons, made at least five (5) 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, Unifor 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 a 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 / SOCIAL JUSTICE FUND**

**24.01** The Company agrees to pay three cents (\$0.03) per hour per employee for all compensated hours upon ratification for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade

union functions. Such monies to be paid by cheque made payable to: Unifor Leadership Training Fund, on a quarterly basis into a trust fund established by the National Union, Unifor effective from the date of ratification of this Agreement, and sent by the Company to the following address:

Unifor Family Education Centre, PEL Training Fund  
205 Placer Ct.  
Willowdale, ON M2H 3H9  
Attention: Ms. Krista Sluiman

**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.

**24.03** The Company agrees to pay into a special fund one (\$0.01) cent per hour per employee for all compensated hours for the purpose of contributing to the Unifor – Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of directors and sent by the Company to the following address:

Unifor Social Justice Fund  
205 Placer Court  
Willowdale, Ontario. M2H 3H9

## **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-in-law or daughter-in-law, current spouse's parent or sibling, step parent, step sibling, step grandparent, legal guardian or ward or any relative of the employee who resides permanently with the employee or with whom the employee permanently resides, an employee with seniority covered by this Agreement, will be granted, upon application, a leave of absence of up to three (3) scheduled working days, between the date of death and burial or other final disposition. To ensure continuous compensation, time will be compensated for any scheduled work assignments occurring during those three (3) working days. The Company reserves the right to request documentation. In cases where extenuating circumstances require the splitting of the bereavement leave, the Company will allow. In the event of requiring split time off, the employee will follow procedure noted in 21.01.

**25.02** In the event of the death of an aunt, uncle, niece or nephew or current spouse's aunt, uncle, niece or nephew, spouse's grandparent an employee with seniority covered by this Agreement, will be granted, upon application, a leave of absence of one (1) working 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) working day. The Company reserves the right to request documentation. In cases where extenuating circumstances require the bereavement day to be taken at a later date, the Company will allow. In the event of requiring a later date off, the employee will follow procedure noted in 21.01.

## **ARTICLE 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.

**26.02** 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 weekly basis.

**27.02** In the event that a payroll error of fifty dollars (\$50) gross pay or more on an employee's payroll deposit has occurred, the Company will make payment to the employee, in the form of a cheque, within two (2) business days of the issue having been brought to the attention of the employee's supervisor. Cheques will be couriered to the employee's home address of record. Shortages of less than fifty dollars (\$50) gross pay that have been brought to the attention of the employee's supervisor at least one (1) business day prior to the next scheduled payroll deposit, will be corrected on the next scheduled pay.

**27.03** Any member who requests a copy of their route printout for any reason shall receive it within 24 hours of such request.

## **ARTICLE 28 – CLASSIFICATIONS AND WAGES**

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

OTR: Over the Road Truck Drivers

Shunt: Shunt Drivers at CAMI and Ingersoll Cross Dock

Utility: Employees who are required to perform OTR, City and Shunt duties. The intention is that Utility employees will primarily work within OTR; Shunt and City duties will be assigned as required.

## **ARTICLE 29 – WAGE ADMINISTRATION AND RATE 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.

Upon being temporarily transferred, an employee will receive orientation with respect to safety procedures and equipment applicable to the work he/she is to perform.

## **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 will post the job and a bargaining unit team member from those who apply will be selected (the union recognizes that the Company reserves the right to select the most suitable applicant) to perform 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 whose 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 Shunters located at the General Motors CAMI Assembly, 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 ten (10) minutes each, one in each half of the shift, and a paid lunch break of twenty (20) minutes in each shift. This schedule is in place to mirror the Customer's current shift schedule and will remain in place as long as the Customer's shift schedule remains unchanged. The Company maintains the right to change this schedule in the event that the Customer's schedule is revised.
- b) 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).
- c) 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).
- d) For Utility Drivers, there will be a minimum/mandatory nine (9) hour day, with up to fourteen (14) hours on duty on a voluntary basis. The Company will deem that route spec time is used to calculate hours of service. The employee must make their intentions known to working past the minimum/mandatory nine (9) hours by Tuesday at 16:00 of the previous week by signing up on a Utility Driver sign up sheet.

The Company will make every reasonable attempt to design highway driver work assignments that average fifty two hours (52) per week or more. In the event that the Company is unable to do so, they will meet with the Union Chairperson to discuss options.

**32.03** 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.

The Company will notify the Health and Safety Co-Chairs or designates of the injured employee's name within one (1) business day of the incident.

The Company agrees to supply the bargaining unit with a website where the WSIB operation policy manual and all updates are posted.

### **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. Daily overtime hours will not be used to calculate overtime

against the weekly threshold. Employees will be compensated for such additional work as follows:

- a) 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. Shunters will be paid at two times their regular rate for any work occurring between Sunday at 00:00 and before Sunday at 22:00.
- b) 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.
- c) Highway drivers will be paid:
  - i. one times their current out-of-system rate, for the quantum of time identified in Schedule "B", where they are directed to perform a task(s) as set out in Schedule B; or
  - ii. where Schedule "B" does not apply, one and one half times their current out of system rate, in quarter hour increments, for time worked beyond their scheduled route assignment's total daily hours.
  - iii. Highway drivers will be paid equal to one and one half times their regular out-of-system rate for all hours worked in excess of sixty (60) hours in a week, and will be paid at two times their regular rate per definition of Sunday work below.
- d) Utility drivers will be paid equal to one and one half (1.5) times their regular hourly rate for all hours worked in excess of twelve (12) hours per day or sixty (60) hours per week, and will be paid at two times their regular rate per definition of Sunday work below.
- e) OTR/Shunt Coverage:
  - i. Qualified Utility drivers who have bid on a current Utility position in the route bid will be assigned the required work as per 32.02 d).
  - ii. If the work remains unassigned, available and qualified Employees, as per the extra work signup sheets in Article 36.02 will be assigned the work requiring coverage.
  - iii. For Shunt, if the work remains unassigned, Employees who are within the same working vicinity (i.e. such as Oshawa 1, Oshawa 2, East Weld 1, West Weld 2) will be contacted, and offered the additional hours -- to stay late and/or come in early to cover for the eight (8) hour shift or part of the shift as required.
  - iv. If the work remains unassigned, the company will endeavour to cover with a Temporary Employee.
  - v. If the work remains unassigned, the work will be assigned to qualified Employees by shift according to seniority (bottom up).
- f) Early Sunday Starts:
  - i. Qualified Employees, as per the extra work signup sheets in Article 36.02 will be assigned to the work requiring coverage.
  - ii. Early Sunday Night Starts: Employees who are assigned in the working vicinity where the coverage is required, will be contacted according to

seniority, and offered the additional hours if the expected /required coverage is less than four (4) hours in duration.

- iii. If the work remains unassigned, the company will endeavour to cover with a Temporary Employee.
  - iv. If the work remains unassigned, the work will be assigned to qualified Employees by shift according to seniority (bottom up).
- g) Shutdown Coverage:
- i. Shutdown coverage as per the extra work signup sheets in Article 36.02 will be assigned to the work requiring coverage.
  - ii. For Shunt, only Employees who have full shunt training and have worked independently as a Shunter in the CAMI yard will be able to sign up for this extra work.
  - iii. If the work remains unassigned, the company will endeavour to cover with a Temporary Employee.
  - iv. If the work remains unassigned, the work will be assigned to qualified Employees by shift according to seniority (bottom up).

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

**Definition of Sunday Work:**

- i. OTR/Utility: Any OTR/Utility activity that is not deemed part of regular Saturday shift or deemed to be the beginning of the work week.  
**Example:** Driver starts Monday shift on Sunday night at 21:00 will not be compensated at 2x hourly rate.  
**Example:** Driver finishes Saturday route at 01:00 on Sunday will not be compensated at 2x hourly rate.

**Overtime (Shunt/OTR/Utility):**

Sunday overtime will be compensated at the premium rates noted above providing the following two conditions:

- i. Sunday does not become a regularly scheduled production day (planned 7 day of week production for an extended period of time).
- ii. Sunday Overtime Article would not apply if associate has any unexcused absences during the pay period, article 36.01 would then apply.

**36.02 Regular Scheduled Workdays:**

Company will pay for cancelled first loads at full route compensation. Company will pay for cancelled middle loads at full route compensation. Where a cancelled route is paid, employee is expected to remain available on-site for other duties as assigned. This clause is to deal with day to day route cancellations. This clause does not apply where GM-Cami cancels a full shift of production or more and an employee does not start their work day. This clause deals with employee route bids which have multiple routes scheduled per day.

Extra work sign-up sheets are located at all locations. All employees who would like to make themselves available for work must sign the extra work sheet by 4:00 p.m. Tuesday, for work available on Sunday of the following week. When signing up for extra work, employees will be required to indicate the day(s) of the week and time(s) of day they are available, along with their primary contact number in order to be eligible to be assigned extra work.

Regular production scheduled for a Saturday at any facility will be deemed as mandatory overtime for employees assigned to that facility. Regular production will be defined as all shifts in a facility scheduled to work.

**Week-end Work:**

Casual week-end overtime sign-up sheets will be located at all locations. All employees who would like to make themselves available for extra week-end work must sign the extra work sheet by 16:00 hours on Tuesday. A memo will be posted by 16:00 hours on Thursday advising the employees who were selected for extra week-end work by seniority and location of such work as indicated on the sign-up sheets for which they are posted. A four hour Saturday shift will be deemed casual.

Please note that unless extenuating circumstances arise, signing of the extra work sheet indicates a commitment to work any extra work assigned during the times you have indicated your availability.

**Note For Driving Team Members:**

When determining an employee's availability for extra driving work, the Company will use "system hours" rather than "logged hours" (that is past, present and future hours for the applicable period).

It is the responsibility of each employee to ensure that making themselves available for extra work will not compromise their availability to cover their regular assigned routes and will keep them in compliance with MOT/DOT Hours of Service regulations. Extra work will be assigned based on employee availability as indicated on the sign-up sheet, contract seniority (by domicile), weekly scheduled hours and normal route assignments. Employees will not be offered any extra work that conflicts with:

- a) their scheduled route(s)
- b) Company "Hours of Service" policies, or
- c) MOT/DOT Hours of Service Regulations.

Extra work allocated under this process will be compensated at one times the current out of system rate for the work assignment being covered or at the applicable route compensation rate, if such rate exists.

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

- a) In the event a sufficient number of regular full-time qualified employees 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) If the Company's operational requirements cannot be met with qualified temporary employees, the Company will determine the number of regular full-time employees required to work and will identify a corresponding number of eligible employees, 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 qualified employee required to work will be offered his/her choice of the available work first, with the next most senior qualified employee being offered second choice of available work, and so on until all work assignments are covered.

**36.04** For clarity, section 36.03 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** All employees are required to book their vacation entitlement during the customer summer shutdown (at a maximum of two (2) weeks), with the exception of any needs the Company may require to schedule during this period. (Anyone awarded work during summer shut down will be given the opportunity to rebook such vacation). All other vacation entitlement can be taken in a minimum of one (1) day or weekly increments, and must be approved via the regular vacation approval process.

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.

Vacation pay will be paid out as the member uses their vacation entitlement. One (1) week will equal 40 hours pay at their current rate of pay, and one (1) day will equal eight (8) hours pay at their current rate of pay. Members who are entitled to extra vacation pay as calculated by their vacation percentage rate will receive that payment on the first pay period in December. Payout of this vacation will happen after the vacation week. It is the employee's responsibility to check the running total of his or her vacation amount, which is available on his or her paystub. Should there not be enough dollars accrued to cover the requested time off; only the amount that has been accrued will be paid. Vacation percentage will be calculated 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. Vacation time shall be scheduled in blocks of one (1) week. Once the vacation bid has been completed, (January 15<sup>th</sup>) employees may book time by one day or more increments. Employees wishing to select their vacation time shall indicate their selection with the Company's online vacation booking system by December 15<sup>th</sup>. If the online system is not available, a paper leave request may be filled out. The Company shall assign the requests by

seniority and post the results by January 15<sup>th</sup> of each year. The Company and Union will work together to identify and post monthly a summary of available vacation days by shift and classification.

**Note:** Following January 15<sup>th</sup> employees scheduling vacation will be done on a first come first serve basis.

No more than 10% of the classification, by shift, shall be permitted to be scheduled for vacation during any production week; and vacation entitlement shall be determined by seniority.

Failure to sign the vacation schedule by May 31<sup>st</sup> will result in any unused vacation days to be allocated to shutdown.

**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.

**37.06** **Production Schedules:**

When a mandatory Saturday production is scheduled, employees who have previously booked medical appointments will be required to request a leave of absence for that day. Provided that they are able to bring in documentation, supporting their appointment the next business day their request will be approved.

Any employee who has booked vacation either on a Friday or a Monday or any number of consecutive days, preceded or following a mandatory production day will not be required to report to work on that Saturday. Should an employee wish to work that day, regardless of whether they have booked vacation, they will be able to do so. It will be the employee's responsibility to notify the company of that request, per normal process. Should the employee be away from work when the sign up sheet is posted, it is the employee's responsibility to provide in writing, prior to the vacation that they would like to be contacted should Saturday production become available.

Due to the necessity for Transfreight to meet customer production levels, leave of absence requests for any Saturday work will not be accepted while an employee still has vacation days available. Driving team members who work a route which include Saturdays and have a need to take a Saturday off must request and use available vacation days. The one acceptance to this will be the ability for driving team members to submit a leave of absence request for a Saturday production day, preceded a week's vacation, provided they have worked their scheduled day off (if applicable). Driving team members who book a week's vacation will only have five (5) days deducted from their vacation allowance based on a Sunday to Saturday work week.

Driving team members who have depleted their vacation allowance and have a personal commitment which requires a Saturday off, will be permitted to request a leave of absence. Any leave of absence requested, must follow proper procedure as outlined as per the collective, article 21.01 and will be considered by the company as governed by the same article.

## **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, paid at eight (8) hours per day, common to all Bargaining Unit Members and administered in the same manner as General Holidays will be provided during each year of this collective agreement. The Company and the Union agree that it is the Union's responsibility to send the Company a letter each year by January 31 which indicates the dates these holidays will be recognized. The Company will accept the dates offered by the Union provided the proposed dates are not production days for CAMI Automotive.

**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.
- ) Utility Drivers will be paid their average daily hours over the past 20 working days, excluding overtime.

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

- a) An employee must be at work or on a pre-approved absence on his/her scheduled shifts immediately preceding and following the day on which the holiday is observed;
- b) If absent due to illness or injury, 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 ninety percent (90%) 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) Supplementary Unemployment Income Benefit (SUB) program will supplement any favourably adjudicated weeks to 66 2/3% of the employee's insurable earnings to the maximum allowable benefit provided by Employment Insurance (EI). Employees will be provided with a Record of Employment (ROE) and will have the ability to apply for Employment Insurance (EI) sickness benefits.
- d) Extended Health Insurance at 90% reimbursement, subject to \$25/\$50 deductible unless where noted.
  - i. Prescription Drug (pay-direct drug card, \$7 dispensing fee cap, 90% reimbursement, deductible waived)
  - ii. Paramedical practitioner coverage at \$300 individual / \$600 family per practitioner per year
  - iii. Vision Care coverage at one set of lenses, \$100 for frames and \$250 for contacts per individual per 24-month period

- iv. Hearing Aid coverage at \$250 per individual per 24-month period
  - v. 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 \$2,000 per month or 100% of the employee's pre-disability take-home pay, whichever is less. Take-home pay is defined as gross pay less applicable taxes and statutory deductions. The premiums and any applicable premium taxes are to be paid by the employee through payroll deduction, providing a non-taxable replacement income amount to the employee.

The Company will also provide for an opportunity for an optional \$1000 per month LTD coverage when the employee requests to purchase it at their own expense. The term of all LTD coverage will be until age 67 or death of the employee, whichever comes first. Existing employees must apply within 30 days from the implementation of the optional plan so as not to provide medical evidence. After 30 days, medical evidence would be required. For new employees it would be 30 days when the employee becomes eligible for the benefits and after 30 days medical evidence is required.

**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 the following facilities:  
    ) Clean sanitary washrooms with adequate supplies  
    ) First aid equipment  
    ) Driver area or lunch room

**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 - PROTECTIVE CLOTHING**

**44.01** Rubber-type sole, green patch, work shoes or work boots in suitable condition must be worn while on duty. The Company will provide an annual total cost reimbursement up to one hundred and fifty (\$150). This allowance may be used for any safety related clothing that may be required on the job. Receipts must be submitted prior to December 15 of each year to receive this reimbursement.

**ARTICLE 45 – HEALTH AND SAFETY**

**45.01** 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.

**45.02** The Union, the Company and employees in the bargaining unit agree to actively promote measures to assure the health and safety of all employees.

**45.03** Joint health and safety committees will be continued in the following form:

It will consist of up to four (4) members of the Union and up to 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.

- 45.04** During all absences, both parties will recognize a designated alternate.
- 45.05** 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.
- 45.06** 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.
- 45.07** For the purposes of performing Joint Health and Safety Committee business, including preparing for and participating in the workplace inspection and the Joint Health and Safety Committee meeting and for providing direction and input regarding incident/accident investigations, the Union Co-Chair will receive:
- a) the equivalent of six (6) hours of compensation bi-weekly at his/her applicable out-of-system rate and such compensation shall not be used in calculating overtime eligibility;
  - b) a cell phone for the sole purpose of dealing with the health and safety related issues of the bargaining unit members. The Union Co-Chair must be able to substantiate the cell phone usage upon request of the Company; and
  - c) an unpaid leave of absence for up to two (2) days per month provided a minimum of two (2) working days notice is given to the Company Co-Chair.
- 45.08** **WOMEN'S ADVOCATE**
- The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counselors or women's shelters, to assist them in dealing with these and other issues.
- The parties agree that the Union can appoint a female member of the bargaining unit as a Women's Advocate/Steward to deal with issues such as those outlined above or other female issues.
- Should there be a requirement for a specific issue to be dealt with through the JOHS&C the committee would have the ability under its terms of reference to invite the Women's Advocate as a guest to deal with the specific issue.

## **ARTICLE 46 – NATIONAL DAY OF MOURNING**

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

## **ARTICLE 47 – SUBSTANCE ABUSE**

**47.01** 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.

**47.02** The Company will provide assistance to employees experiencing substance abuse problems in the form of the existing Employee Assistance Program (EAP). The telephone number for EAP is 1-844-880-9142.

**47.03** 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 48 – COPY OF AGREEMENT**

**48.01** The Company will provide a copy of the Collective Agreement in booklet form to all Employees within ninety (90) days after the ratified draft Collective Agreement has been approved and signed by both parties.

**48.02** 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) within ninety (90) days after the ratified draft Collective Agreement has been approved and signed by both parties.

## **ARTICLE 49 – ADJUSTMENT PROPOSAL**

**49.01** In the event of a permanent discontinuance of any line 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.

49.02 In the case of a cessation of any part of the Company's business in Ingersoll at GM CAMI, terminated employees will be entitled to severance pay equal to the Federal Code plus two (2) additional days per year of service. Payment of severance will be done within three weeks of the last day worked by the employee. An employee who declares to maintain recall rights will advise the Company in writing prior to the last day worked, and the Company will withhold severance payment for 12 months of the last day worked as per CLC.

**ARTICLE 50 – DURATION OF AGREEMENT**

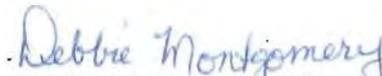
50.01 This Agreement will remain in effect from October 23, 2016 through October 26, 2019 and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in full force and effect from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period of not more than one hundred and twenty (120) 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 October 22, 2016.

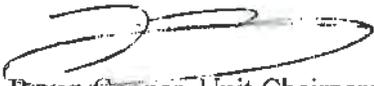
**FOR UNIFOR – LOCAL 4268**



Len Poirier, National Representative



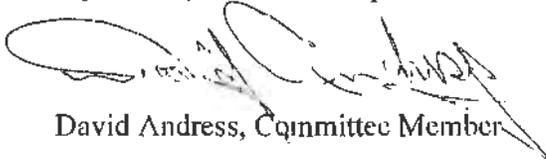
Debbie Montgomery – President 4268



Bryan Cooper, Unit Chairperson



Rick Madsen, Committee Member



David Andress, Committee Member

**FOR PENSKE LOGISTICS CANADA LTD.**



Brad Sachs, Area Vice President



David Charteris, Operations Manager



Brandan Mutton, Operations Supervisor



Anita Montesano, Area HR Manager

## Schedule “A”

### Classification and Wages

CLASSIFICATION	Effective
	October 23, 2016 to October 26, 2019
Driver – OTR Single (City) <sup>1</sup>	\$19.03
Driver - OTR Single (Highway)	\$19.03
Shunt <sup>2</sup>	\$19.34
Utility	\$19.18

<sup>1</sup>Any route which fall within a ten (10) mile radius. Subject to overtime at one and one half times the regular rate after nine (9) hours per day.

<sup>2</sup>Subject to overtime at one and one half times the regular rate after eight (8) hours per day.

<sup>3</sup>Specific dates for rate implementation to coincide with start of a pay period. On ratification, rate to be effective start of next pay period.

### Probationary Rates

Classification	Period from Hire	Rate <sup>1</sup>
Driver	0-12 months (less than 5 years prior experience) <sup>2</sup>	95% of base rate
	+12 months (less than 5 years prior experience) <sup>2</sup>	100% of base rate
	0-3 months (5 years prior experience or greater) <sup>2</sup>	95% of base rate
	+3 months (5 years prior experience or greater) <sup>2</sup>	100% of base rate

<sup>1</sup> All wage increases are in effect at the beginning of the first pay period

<sup>2</sup> Five (5) years verifiable cumulative AZ driving experience within the last 10 years immediately prior to the start date with the Company and preceding the date of application.

## **LETTERS OF UNDERSTANDING**

### **#1 – DOCK CLASSIFICATION**

The parties recognize to delete the dock classification in the Collective Agreement. The parties will meet to discuss any pending dock work in advance of the Company obtaining the work. If the parties cannot agree on the terms and conditions, the terms and conditions from the Collective Agreement dated October 23, 2011 to October 25, 2013 will be used in conjunction with Article 30.01 seeking a resolve.

### **#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 AND MEDICALS**

The Company will pay the full cost of a Company requested physician's note. The note is to be provided on a form provided by the Company certifying that:

the employee is under the physician's care

the employee has been/is disabled from work

the employee is fit to/will be fit to return to work, and the dates applicable

Only necessary information is required on physician's notes and medicals, in adherence with PIPEDA.

### **#4 – WORK ASSIGNMENT SELECTION GUIDELINES**

Hereinafter, the term “work assignment” will be used to refer to any full time position available in the collective agreement job 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 collective agreement job classifications the Company shall be represented by the appropriate Fleet staff in Ingersoll, and the Operations Supervisor, Fleet.

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 non-rotational 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 OR PARTIAL SYSTEM WORK ASSIGNMENT SELECTION**

“Full System Work Assignment Selection” is defined as selecting by bargaining unit seniority all work assignments for all classifications in the bargaining unit. Full system work assignment selection will occur as operational requirements necessitate, or a minimum of one time per year. During a “Full System Work Assignment Selection”, members of the bargaining unit may bid on jobs from different classifications. Such selections will be awarded based on seniority within the bargaining unit and subject to the provision that no bargaining unit member will be laid-off.

Partial System work assignment is defined as selecting by bargaining unit seniority within a specific job classification. Partial System Work Assignment selection will be used based on the Customer’s need. Consultation with the union will happen prior to the decision being made.

Employees who participate in a work assignment selection while on layoff shall be compensated one (1) hour at their regular out-of-system rate.

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). Full System Work Assignment Selection is dictated by General Motors CAMI Assembly's Lead Logistics Provider (LLP) and will be distributed to the bargaining unit employees as timely as operationally possible. Full System work assignment selection will start no less than three (3) business days and up to 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/partial 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 ten (10) 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.

### **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 for a five (5) day work week and twelve (12) consecutive work days during a six (6) day work week, as a result of the customer’s changing requirements, 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 for a five (5) day work schedule and twelve (12) consecutive work days for a six (6) day work schedule.

In cases where a work assignment is anticipated to be temporarily eliminated for a period of time equal to ten (10) working days for a five (5) day work schedule and twelve (12) working days on a six (6) day work schedule, 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:

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 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 DUES**

The company agrees to work in good faith with the union to modify this Collective Agreement to reflect any changes in the union constitution related to dues withholding and Article 4.07.

### **#6- ATTENDANCE POLICY**

On ratification of the Collective Agreement, the Company agrees to amend the two (2) hour call in time to one (1) hour for Dock Workers. This letter of understanding will not form part of the Collective Agreement.

### **#7 – REINSTATED 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 (Unifor), by either its (i) Executive Board, (ii) Public Review Board or (iii) Local Union Appeals Committee has reviewed the 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.**

# 2016

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6			1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29						27	28	29	30	31		
31																				
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			



# 2018

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

# 2019

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				