

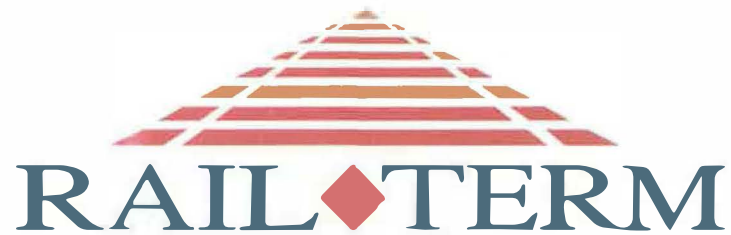
# Collective Agreement

BETWEEN



**LiUNA!**  
**LOCAL 183**  
*Feel the Power*

AND



*Effective: August 1st, 2014 through to July 31st, 2018*

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## **ARTICLE 1 – PURPOSE CLAUSE**

- 1.01 The purpose of this Collective Agreement ("the Agreement") is to establish mutually satisfactory relations between the Employer, the Union, and the employees, to provide a method for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, all in accordance with the provisions of this Collective Agreement.
- 1.02 In this Agreement, the masculine includes the feminine, and the feminine includes the masculine, where the text so indicates and, where ever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, where the text so indicates.

## **ARTICLE 2 – DURATION OF THE AGREEMENT AND DESIRE TO AMEND**

- 2.01 This Agreement shall be effective from August 1st, 2014 through to July 31st, 2018.
- 2.02 Should both parties mutually agree to change, add to, amend or terminate this Agreement, written notice to that effect will be given within a period of no more than ninety (90) days and not less than thirty (30) days prior to the termination date.
- 2.03 Upon receipt of the notice referred to in Article 2.02 above, the parties hereto shall meet and bargain in good faith for the purpose of renewing this Agreement. If no such written notice is given, this Agreement shall be automatically renewed and remain in full force and effect from year to year after the expiration date.

## **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all shunt drivers and vehicle maintenance employees in the Village of Kleinburg, Ontario, located in the City of Vaughan, save and except supervisors, persons above the rank of supervisors, office, engineering, technical and sales staff.
- 3.02 When a position of lead hand becomes available, the Employer will make every reasonable effort to fill such vacancy from among the existing complement of bargaining unit employees who have obtained seniority, and who have the skill, ability and expertise to fill such position of lead hand.
- 3.03 Supervisors and those above the rank of supervisor will not perform work on an hourly rated job to such a degree as to necessitate the layoff a bargaining unit employee.

- 3.04 The Employer shall not normally contract out work regularly performed by the employees in the classifications set out in this Agreement, unless compelled to do so by economic necessity. In any event, prior to so doing, there shall be consultation between the Employer and the Union. It is agreed and understood that by invoking the provisions of this Article 3.04, no member of the bargaining unit will be laid off.
- 3.05 If a member of the bargaining unit is appointed to a managerial position beyond the scope of this Collective Agreement, he shall remain in such a managerial position up to three (3) months after such appointment, and at that time shall make a decision to remain in the managerial position, or return to the bargaining unit.

#### **ARTICLE 4 – UNION SECURITY**

- 4.01 Each bargaining unit employee shall be required, as a condition of employment, to have deducted from pay due, once a month, an amount equivalent to the regular monthly Union dues. The Employer agrees to remit such dues not later than the fifteenth (15<sup>th</sup>) of the following month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made, together with their Social Insurance Numbers. The Union agrees to advise the Employer in writing the amount set as regular monthly dues.
- 4.02 The Union agrees to save the Employer harmless against all claims and demands arising pursuant to any deductions made under this Article.
- 4.03 No employee covered by this Collective Agreement, shall as a result of same suffer and/or incur any loss or reduction in hours, wages or any other benefits and/or conditions of employment monetary or otherwise for purposes of benefit coverage, by LiUNA.
- 4.04 **Employee Attendance at Staff Meetings**  
Where an employee is directed by the Employer to attend a staff meeting, in-service or a committee meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance (including their lunch and/or break times).
- 4.05 The Employer agrees to provide yearly the Union and when changes in staffing occur an updated list of employees covered by this Agreement, their classification, employee status and updated contact information including addresses, phone numbers, etc.
- 4.06 **No Individual Agreements**
- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.
  - (b) Notwithstanding the above, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

4.07 **Right to Have Steward Present**

An employee, who is subject to disciplinary action (i.e. written reprimands, suspension or termination) that is to be recorded within the employee's Personnel File, shall have the right to have a Steward to be present with him/her at such meetings. It shall be the responsibility of the employee to contact the Steward and if one is not available the employee being disciplined may request the presence of another co-worker at such meeting.

A Union Steward, who is subject to discipline, shall have the right to the presence of a Union Representative or another officially appointed Union Steward.

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

4.08 **Human Rights**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, nation or ethnic origin, color, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it reasonably ought to have been known that the behavior was unwelcome or inappropriate in the workplace.

The Employer and the Union recognize that harassment or sexual harassment is unacceptable behavior and will not be tolerated in the workplace. The Employer has a Discrimination and Harassment Policy. Employees with questions may contact the HR Department. Collect calls will be accepted.

**ARTICLE 5 – MANAGEMENT RIGHTS**

5.01 The Union recognizes and acknowledges that the management of the plant and the direction of the working force are fixed exclusively with the Employer, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.

- (b) Hire, direct, discharge, transfer, classify, promote, demote or discipline employees, provided that a claim of improper classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) To determine reasonable rules and regulations relating to the general conduct of the employees.
- (d) To determine the number of personnel required from time-to-time, the standards of work, including the schedules of work, including the schedules of vacations, the services performed and methods, procedures, machinery and equipment in connection therewith, the engineering and designing of products to be produced, and the extension, limitation, curtailment or cessation of operations, or any part thereof.

5.02 The Employer agrees that these functions will not be exercised in a manner inconsistent with the express provisions of this Agreement.

5.03 **Employer Policies**

Employer policies shall be communicated and available to the employees where applicable.

**ARTICLE 6 – BUSINESS REPRESENTATIVES AND STEWARDS**

6.01 The Business Representative of the Union may have access to all working areas during regular working hours, but in any event, his visits shall, in no circumstances, interfere with the progress of the work. Prior to attending at working areas, the Business Representative shall seek permission to so attend, from the Manager or designate of the Employer, and such permission shall not be unreasonably withheld.

6.02 No discrimination shall be shown against any Shop Steward for carrying on his duties, provided he gets Manager or designate permission, but in no case shall his duties unreasonably interfere with the progress of work. It is agreed that up to two (2) Stewards and 2 alternate stewards may be appointed at the location of the Employer by a Representative of the Union, who shall notify the Employer before they can be recognized. The Stewards will be responsible for reporting any disputes to the Employer and the Union Representative so these can be dealt with in a proper manner without delay. It is agreed that the Stewards shall be employees who have attained seniority, that is, employees who have passed the probationary period.

6.03 (a) It is agreed that, for the purposes of collective bargaining, the Union is permitted to appoint two (2) employees to be members of a negotiating committee representing the Union and the employees in the bargaining unit. The Union shall notify the Employer of the persons so nominated, and the Employer shall not be required to recognize the persons until such notification has occurred. It is expressly understood that in

consideration of the size of the bargaining unit, not more than one Committeeman will be appointed from any one job classification or designated area of work skills.

- (b) The Union will endeavor to ensure that the members of the negotiating committee constitute two (2) Stewards.

6.04 Stewards, provided they are able to satisfactorily perform the work available, shall be one of the last three (3) men retained by the Employer in the event of a layoff.

## **ARTICLE 7 – PROBATIONARY PERIOD AND SENIORITY**

7.01 An employee will be considered on probation for the first one hundred and twenty (120) consecutive worked days, and will have no seniority rights during this period of time. After one hundred and twenty (120) consecutive worked days, the employee's seniority shall date back to the day on which his employment began.

7.02 Layoffs which are anticipated to exceed one (1) working day, recalls after such layoffs, and promotions to higher rated jobs other than to supervisory positions, shall be based upon the following factors:

- (a) Seniority.
- (b) Skill and ability.

Where, in the judgment of the Employer, which judgment shall not be arbitrary, unfair or discriminatory, the qualifications in factors (b) and (c) are relatively equal, then seniority shall govern.

7.03 In the event of a layoff exceeding one (1) working day, the Employer will endeavor to give as much advance notice of layoff as possible, but in no case shall such notice be less than one (1) calendar day advance notice. Employees who are laid-off will retain their full seniority for a period of twelve (12) months from date of layoff.

7.04 Seniority Lists will be revised each year and when required by changes in staffing and a copy of the seniority list will be posted in the plant within the first thirty (30) calendar days of the new year and a copy given to the Union. An employee shall have 1 calendar day from posting to challenge. If an employee does not challenge the position of his name on the seniority list, he shall then be deemed to have proper seniority standing. An employee not scheduled to work on the day of posting will have the first one (1) working day from his return to work from authorized leave given the chance to challenge the position of his name on the seniority list, he shall then be deemed to have proper seniority standing.

7.05 The parties agree that all provisions of this Collective Agreement apply to all employees of the Employer covered by Article 3.01, in the Village of Kleinburg, Ontario, located in the City of Vaughan.



## **ARTICLE 8 – LOSS OF SENIORITY/EMPLOYMENT**

- 8.01 Seniority shall terminate, and an employee shall cease to be employed by the Employer when he:
- (a) Voluntarily quits his employment with the Employer.
  - (b) Is discharged and is not reinstated through the Grievance Procedure or Arbitration.
  - (c) Is laid-off and not re-employed within twelve (12) months from the date of layoff.
  - (d) Fails to report for work within seven (7) calendar days after being notified by the Employer following a layoff. Notification by the Employer shall be by Registered Mail to the employee's last known address.
  - (e) Fails to return to work upon the termination of an authorized leave of absence, within three (3) calendar days. If an employee returns after three (3) calendar days, the onus of proof is on the employee to satisfy the employer why he should be entitled to return to work.

## **ARTICLE 9 – HOURS OF WORK AND OVERTIME**

- 9.01 The following paragraphs and sections are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except as otherwise provided in this Agreement.
- 9.02 The standard work week will be calculated on a basis of 40 hours per week on an averaging period of 4 weeks for a total of 160 hours.
- 9.03 Overtime at the rate of time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of their scheduled work day and any work performed on their regularly assigned rest days
- The Employer shall give as much notice as possible should overtime work occur on the same day.
- 9.04 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- 9.05 Bids for work "assignments/shifts" will be posted every twelve (12) months On the following dates August 1, 2015, August 1, 2016, and August 1, 2017. Employees will bid for work assignments for a twelve (12) month period based upon their seniority, that is, senior employee having first bid choice, etc.
- Employees may switch shifts but only with supervisory approval. Employees having exchanged shifts are fully responsible to cover the shifts they agreed to exchange
- (a) Any employee who does not identify his "desired shift" at time of selection by the Employer, based on the requirements of the Employer's client, shall have the union representative select on the employees behalf.

- 9.06 Work in excess of 160 straight-time hours in an averaging period of 4 weeks (based on 40 hours per week), shall be considered overtime and paid at the rate of time and one-half time, except where such work is performed by an employee due to moving from one assignment to another other than at the order of the Employer.
- 9.07 Overtime work shall be divided as equally as possible among those regular employees who signify in writing to the Manager or his designate that they will be available for all such work and, as far as practicable, such employees shall be called on a rotating basis.
- 9.08 A list of employees, who have signified in writing that they are available for overtime work, will be posted, and will be open for correction by any employee for a period of 30 calendar days from the date of posting. Employees wishing to be included on the overtime list will apply, in writing, to the Manager or his designate and an employee who no longer wishes to work overtime, may have their name removed from the list upon serving 3 days written notice.
- 9.09 An employee who is not available when called shall no longer participate in this arrangement unless the employee can produce satisfactory reason for the employee's non-availability.
- 9.10 The above does not excuse an employee from working overtime when the employee is ordered by the Employer to do so.
- 9.11 The exercise of seniority rights shall not involve the Employer in the payment of any overtime as a consequence of an employee working in excess of his scheduled shift or averaging period, unless directed by the Employer.

#### **ARTICLE 10 – REPORTING FOR WORK**

- 10.01 An employee shall be paid up to the minute once, their presence is confirmed is ready for duty at the mandatory pre-shift briefing. The employee will be guaranteed four (4) hours pay at his regular hourly rate of pay. An employee who continues to work into the second half of the shift shall be guaranteed eight (8) hours pay at his regular hourly rate of pay.
- To qualify for such pay, the employee affected is required to take such alternative work as may be available in the event that his normal work has run out, except that if lack of work is due to a breakdown of equipment, then only one (1) hour at the regular rate of pay is guaranteed. In the assignment of alternative work, seniority governs, provided the employee has the required qualifications.
- 10.02 Fails to contact employer 4 hours prior to scheduled shift to advise employee is unable to fulfill his shift will be subject to corrective disciplinary action.

**ARTICLE 11 – CALL IN PAY**

- 11.01 An employee who is called in on other than his regularly assigned shift shall be paid time and one-half (1½) his regular rate of pay on all work performed. In any event, such employee shall receive a minimum guarantee of four (4) hours at the rate of time and one-half (1½) the regular rate of pay.

**ARTICLE 12 – PAYMENT OF WAGES**

- 12.01 "Schedule A", headed Wages and Classifications, setting forth wage rates and classifications is hereby made a part of this Agreement.
- 12.02 Employees will be paid bi-weekly, by direct deposit.

**ARTICLE 13 – LEAVE OF ABSENCE**

- 13.01 The Employer may grant leave of absence if an employee requests it in writing from the Employer.

**ARTICLE 14 - BEREAVEMENT LEAVE**

- 14.01 Should a death occur in the immediate family of an employee, the Employer will grant to such employees three (3) working days pay bereavement leave. The employee may be asked to provide satisfactory proof of death. Immediate family shall be defined as father, mother, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren.
- 14.02 If an employee attends a funeral out of the Province of Ontario, then bereavement leave would be extended by two (2) uncompensated working days to allow for travel provided the employee brings to the employer satisfactory proof that the funeral being out of the province and satisfactory proof that the employee attended said funeral.

**ARTICLE \*\* - PERSONAL DAY**

- \*\*01 The Employer will grant one (1) personal day with pay per year defined as August 1 to July 31. The personal day not used will be reimbursed in the second pay period in the month of August. Personal days cannot be accumulated from year to year.

## ARTICLE 15 – STATUTORY HOLIDAYS

- 15.01 The following Statutory Holidays, regardless of when they fall, will be granted with pay to all employees.
- |                  |                 |
|------------------|-----------------|
| New Year's Day   | Good Friday     |
| Victoria Day     | Canada Day      |
| Labour Day       | Christmas Day   |
| Thanksgiving Day | Remembrance Day |
| Boxing Day       |                 |
- 15.02 If an employee works on one of the above named Statutory Holidays, he shall receive payment at time and one-half (1½) for the hours actually worked by him in addition to receiving his statutory holiday pay.
- 15.03 All employees shall receive payment for such holidays pursuant to the provisions of the Canada Labor Code.
- (a) If an employee is scheduled to work on a Statutory Holiday, and fails to report to work, then the employee is not entitled to holiday pay.
  - (b) Note: Should any of the above holidays fall during the vacation period of an Employee he shall be given, at the regular hourly rate in-addition to his vacation pay an additional day pay in lieu of the holiday.

## ARTICLE 16 – VACATIONS

- 16.01 An employee who has ceased to be employed by the Employer before receiving his vacation, pursuant to the provisions of this Article, shall be entitled only to receive vacation pay in accordance with the provisions of the Canada Labor Code
- 16.02 An employee shall be entitled to receive vacation pay in accordance with the provisions of the Canada Labor Code
- 16.03 All employees who have one (1) year of service with the Employer shall receive two (2) week vacation with pay which is the equivalent of four (4) per cent of their wages earned.
- 16.04 All employees who have five (5) years of service with the company shall receive three (3) week vacation with pay at the equivalent of six (6) per cent of their wages earned.
- 16.05 Vacations will be allotted to employees based on their seniority. The vacation allotment list will be published on November 1<sup>st</sup> of every year for vacation starting January 1<sup>st</sup> of the following year. Employees will have their selections ready for that date. Vacation selections will close on November 30<sup>th</sup>. An employee's full vacation allotment must be selected with no more than 2 consecutive weeks without management approval. If the employee's vacation allotment is less than 7 calendar days, then such employee must select those days in a consecutive manner. An employee's vacation shall start the first

day of the employee's normal working week and end the last day of the employee's normal work week based on his present assignment.

- 16.06 Employees failing to select vacation time based on availability will be assigned planned vacation time which they must use.

## **ARTICLE 17 – PROTECTIVE EQUIPMENT**

- 17.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the working environment in order to prevent industrial injury and illness.
- 17.02 The Employer shall every calendar year provide each employee with sets of the required Personal Protective Equipment (PPE) ie; hardhats, safety glasses, hi-vis vests, (rain suit one every two years) and gloves for which employees will be responsible to keep in clean and good working order so that they meet the safety standards of the Employer and our customers.
- 17.03 The Employer will reimburse each employee who has completed his probation, and upon receipt of proof of purchase, up to maximum \$175.00 every 12 months from the date of purchase for safety boots that comply with Federal regulations for safety as well as those set forth by the Company and their customers.
- 17.04 The Employer will reimburse to each employee in the "Vehicle Maintenance" classification, who has passed the probationary period, a tool allowance to a maximum of Five Hundred Dollars (\$500.00) per calendar year not cumulative from year to year, upon proof of purchase.
- 17.05 The Employer shall issue in addition to items listed in 17.02 to each employee in the "Vehicle Maintenance" classification, who has passed the probationary period, coveralls for which employees will be responsible to keep in clean and good working order so that they meet the safety standards of the Employer and our customers.

## **ARTICLE 18 – NO STRIKES OR LOCKOUTS**

- 18.01 In view of the Grievance and Arbitration Procedure provided in this Collective Agreement, it is agreed by the Union that there shall be no strike, picketing, or slowdown or stoppage of work during the term of this Agreement, and the Employer agrees that during the term of this Agreement there shall be no lockout.

**ARTICLE 19 – GRIEVANCE, CONCILIATION AND ARBITRATION PROCEDURE**

- 19.01 The parties agree that it is important that any dispute, difference, controversy or grievance affecting or arising out of the application, interpretation, or administration of this Agreement be brought to resolution as quickly as possible. If an employee has a grievance, he may at the completion of his shift or before the start of his subsequent shift, discuss the matter with the manager and at this time he may be accompanied by his Steward. If any such grievance is not settled to the satisfaction of the parties within seven (7) calendar days, the following steps of the Grievance Procedure may be invoked.
- Step 1:** The employee shall present the grievance in writing within fourteen (14) calendar days of the occurrence giving rise to the grievance, to the manager, who shall give his decision in writing within seven (7) calendar days. It is agreed that the written grievance shall specify the Article or Articles allegedly violated, and the alleged facts and circumstances upon which the grievance is based. The grievance will not be processed further until such information is provided to the Employer, within the fourteen (14) calendar days specified in this Step 1.
- Step 2:** If no settlement is reached in Step 1, the Steward, the griever and a representative of Management, will meet to discuss the grievance. The Business Representative of the Union may be in attendance at this meeting, if his presence is required by either the griever or the Employer.
- Step 3:** If the grievance is not then settled at step 2 within seven (7) calendar days, then at the request of either party to this Agreement the grievance may be referred to the Federal Mediation and Conciliation Service for conciliation within fourteen (14) calendar days.
- 19.02 Where a difference arises between any of the parties hereto relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is subject to arbitration, the Union may, after exhausting the Grievance Procedure described above, notify the Company in writing of the desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the nominee the Union wishing to bring the matter to Arbitration. Such written notice shall also state clearly, the matter or matters in dispute to be dealt with by the Arbitration Board and what relief, if any is claimed by the party requesting Arbitration. The Company shall within fourteen (14) calendar days notify the Union of the name of its nominee to the Arbitration Board.
- 19.03 The two (2) nominees so selected shall, within seven (7) calendar days of the appointment of the second nominee to the board, appoint a third party who shall act as Chairman of the Arbitration Board (Arbitrator).
- 19.04 If the Arbitration Board fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon an Arbitrator within the time limits set out herein, an application shall be made to the Federal Mediation and Conciliation Service to appoint an Arbitrator upon request of either party.

- 19.05 The Arbitration Board shall hear and determine the difference or differences between the parties and shall issue a decision, in writing, which decision shall be final and binding upon the parties and upon any employee affected.
- The decision of a majority of the Board shall be the decision of the Board and if there is no majority, the decision of the Arbitrator shall govern. However, it is understood that the authority of the Arbitration Board of the decision made by such Board is limited in that there shall be no alteration to or subtraction from or modification or amendment to any part of this Agreement.
- 19.06 The fees and expenses of the Arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Employer. Any other costs or expenses in connection with such Arbitration shall be borne by the party which incurs them.
- 19.07 The parties may agree to a "Sole Arbitrator" by waiving to procedures herein (formation of an arbitration board). Both parties would then apply directly to the Federal Mediation and Conciliation Service to have an arbitrator appointed.
- 19.08 The Union may file a Policy Grievance of the as per the Grievance Procedure above in relation to the general application, interpretation or administration of the Agreement on matters affecting all or a substantial number of the employees in the bargaining unit

## **ARTICLE 20 – LEGISLATION**

- 20.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal or Provincial Law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Agreement.

## **ARTICLE 21 – JURY DUTY PAY – COURT ATTENDANCE**

- 21.01 Where an employee is called and serves as a juror or subpoenaed to court, the Employer will release the employee. The employee will be required to furnish satisfactory evidence that he reported to court.

## **ARTICLE 22 – SAFETY, SANITATION AND SHELTER**

- 22.01 (a) The Employer shall provide proper facility, for all employees in which they may eat their lunch.
- (b) The Employer shall provide a locker for all employees.
- 22.02 It is the responsibility of every employee in charge of a vehicle to report mechanical defects in same, at their earliest convenience. Such reporting must be done in writing, on forms provided by the Employer stating clearly the problem encountered with the equipment. Forms shall be submitted to the supervisor in charge of the employees.
- 22.03 Every employee required to drive must hold a valid driver's license for the Province of Ontario. The driving record of all employees must be acceptable to the Employer's insurer and must not be subject to conditional coverage. Any employee who willfully damages a Employer vehicle may be subject to dismissal.
- 22.04 It is the responsibility of every employee to maintain, clean, and follow company policy on housekeeping in charge of a vehicle or work space assigned.

## **ARTICLE 23 – INDUSTRIAL ACCIDENTS**

- 23.01 In the event that an employee is unable to complete his shift due to accidental injury incurred in the performance of his work, then such employee shall be paid for the balance of the shift.
- 23.02 **Health and Safety**
- Employees shall report any work related accident/injury to his/her immediate supervisor as soon as it occurs and follow through with all responsibilities outlined in the Part II\_of the Canada Labor Code.

## **ARTICLE 25 – BULLETIN BOARDS**

- 25.01 The Employer agrees to provide a bulletin board for the purpose of posting Union notices and bulletins and the Union shall have access to such. Such notices and bulletins must have the prior approval of the Employer before being posted.



**ARTICLE 26 – HEALTH AND WELFARE PLAN, PENSION PLAN, PREPAID LEGAL**

26.01 The Employer agrees to contribute for those employees who have completed probation, and are scheduled to work twenty (25) hours per week to the Laborers’ International Union of North America, Local 183 Members Industrial Benefit Trust Fund for the purpose of purchasing life insurance, major medical, dental and similar benefits for the employees covered by this agreement.

<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018 (July 31st)</b>
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\$220.00*	\$225.00*	\$225.00*
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\*plus applicable taxes per month for employees

It is understood that the Employer shall not be construed to be an insurer nor shall it have any liability other than making the payment as aforesaid to the Trust Fund and that the Union agrees to indemnify and save harmless the Employer against any or all claims which may be made against it in respect of any claim by an employee for the insurance coverage provided for herein. Remittances to be forwarded by the fifteenth (15<sup>th</sup>) of each month. (Example: June 15 remittance [which represents the May work-month] provides July 1 benefit coverage).

26.02 The Employer agrees to remit fifty (\$.50) cents per regular hour to a maximum of forty (40) hours per week effective June 1, 2015 and for the duration of this agreement, into the Central and Eastern Canada Laborers' Pension Fund. The Employer will be responsible for deducting the Employee contributions to the Central and Eastern Canada Laborers' Pension Fund and remit such amounts to the Union.

26.03 Effective June 1, 2015 and for the duration of this agreement, the Employees covered under this agreement, must contribute a minimum of (\$.25) twenty-five cents per regular hour worked to the maximum of (40) forty hours per week into the Central and Eastern Canada Laborers' Pension Fund.

The employee may change contribution (\$.25) twenty-five cents, (\$.50) fifty cents, or (\$.75) seventy-five cents per regular hour worked to the maximum of (40) forty hours per week. Employee must notify the employer in writing 15 days prior to the authorized date of change.

Change to employee contribution will take place 1 time per year on the following dates August 1, 2015, August 1, 2016, and August 1, 2017

The Employer will be responsible for deducting the Employee contributions to the Central and Eastern Canada Laborers' Pension Fund and remit such amounts to the Union..

❖ Amounts specified herein will be combined for remittance to the Union

26.04 Long Term Disability Plan (LTD) Effective June 1, 2015 and for the duration of this agreement, the employees covered under this agreement will subscribe into a LTD plan should it be available as a supplement to the LiUNA benefit plan. The Employees shall bare the cost of the LTD plan provided by third party insurer.

#### **ARTICLE 27 – JOB POSTING AND TRAINING PERIOD**

27.01 When a vacancy occurs in the bargaining unit, notice of such vacancy may be posted on the bulletin board. Such vacancy (s) and subsequent vacancies may be filled as per the provisions of a Pre-Bid System.

27.02 Employees selected to fill vacancies for which they have applied will be paid the rate provided by each job classification.

27.03 If, before the completion of the training period it is the Employer's opinion that the employee does not meet the required standards, then the Employer retains the right to remove such employee from the job prior to the completion of the training period.

27.04 When an employee successfully posts into a new job classification, he is deemed to be the junior employee in the job classification being posted into for purposes of lay-off and job bidding/assignment.

#### **ARTICLE 28 – ADVANCE NOTICE OF DISCLOSURE**

28.01 The Employer shall notify the Union one-hundred and twenty (120) days before the introduction of any technological change of work methods which may adversely affect the rights of employees or their wages or working conditions.

Dated at VAUSHAN this 23 day of APRIL, 2015.

**FOR THE UNION**

**FOR THE EMPLOYER**

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]  
Domingo Mendi

[Handwritten Signature]  
R. [Handwritten]

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F. Campos

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**SCHEDULE "A"****WAGES AND CLASSIFICATION****I SHUNTER**

<b>Job Position</b>	<b>Less than 6 Months Trainee</b>	<b>6 Months Developmental</b>	<b>12 Months Level 1</b>	<b>24 Months Level 2</b>	<b>36 Months Level 3</b>
<b>Aug 1, 2014 – July 31, 2015</b>	<b>\$13.96</b>	<b>\$16.08</b>	<b>\$17.60</b>	<b>\$18.60</b>	<b>\$19.46</b>
<b>Aug 1, 2015 – July 31, 2016</b>	<b>14.24</b>	<b>16.40</b>	<b>17.95</b>	<b>18.97</b>	<b>19.85</b>
<b>Aug 1, 2016 – July 31, 2017</b>	<b>14.52</b>	<b>16.73</b>	<b>18.31</b>	<b>19.35</b>	<b>20.25</b>
<b>Aug 1, 2017 – July 31, 2018</b>	<b>14.81</b>	<b>17.06</b>	<b>18.68</b>	<b>19.74</b>	<b>20.65</b>

**II VEHICLE MAINTENANCE**

<b>Job Position</b>	<b>Less than 6 Months Trainee</b>	<b>6 Months Developmental</b>	<b>12 Months Level 1</b>	<b>24 Months Level 2</b>	<b>36 Months Level 3</b>
<b>Aug 1, 2014 – July 31, 2015</b>	<b>-</b>	<b>-</b>	<b>19.40</b>	<b>21.76</b>	<b>24.34</b>
<b>Aug 1, 2015 – July 31, 2016</b>	<b>-</b>	<b>-</b>	<b>19.79</b>	<b>22.20</b>	<b>24.83</b>
<b>Aug 1, 2016 – July 31, 2017</b>	<b>-</b>	<b>-</b>	<b>20.19</b>	<b>22.64</b>	<b>25.32</b>
<b>Aug 1, 2017 – July 31, 2018</b>	<b>-</b>	<b>-</b>	<b>20.59</b>	<b>23.09</b>	<b>25.83</b>

**III RELOCATING EXPENSES**

Employees asked to work at a different location, away from the employee's place of residence, shall receive the following:

- (i) \$30.00 per day meal allowance.
- (ii) Proper lodging at no cost to the employee.
- (iii) Transportation to and from work will be provided at no cost to the employee.
- (iv) All expenses paid to visit the employee's family, once per month.
- (v) The Employer agrees that this work shall be distributed on a rotational basis by seniority.

**IV** Any payroll discrepancies as a result of Employer error will be paid within three (3) business days from the date upon which an employee is paid. Any error as the result of employee will be paid on the next payroll cycle.

APPENDIX – 1 Letter dated September 18, 2014 concerning Averaging of Hours

Toronto, September 19, 2014

Mr. F. Campos  
Business Representative  
LiUNA local 183  
1263 Wilson Ave, Suite 200.  
Toronto, ON

Dear Mr. Campos,

This refers to our recent discussions concerning the implementation of averaging of hours and Overtime Calling Protocol.

To enhance flexibility for both employees and the Company with regards to scheduling of hours the following was agreed;

**AVERAGING PROVISION**

1. Time worked on proper authority on any day in excess of scheduled hours will be considered as **overtime** worked during a four week averaging period (160 hours) and shall be paid on the actual minute basis at the rate of time and one-half.
2. Work in excess of 160 straight-time hours in an averaging period of 4 weeks (based on 40 hours per week), shall be considered overtime and paid at the rate of time and one-half time, except where such work is performed by an employee due to moving from one assignment to another other than at the order of the Company.
3. Hours worked, including any paid authorized leave (annual vacation, Union business, bereavement leave), for each designated 4-week period will be totaled and hours in excess of 160 will be paid at time and one-half rates.
4. It is also agreed that within 12 months of ratification, a pilot to evaluate averaging periods varying in length may be implemented. Should averaging over a six week period prove more beneficial, the parties may agree to modify the terms of this letter accordingly.

The terms of this letter supersede the applicable terms of the collective agreement.

Yours truly,

Federico Zamarripa  
Director, Labour, Training, Health & Safety  
Rail-Term Inc.

Appendix -2 Letter dated September 18, 2014 concerning Overtime Calling Protocol

Toronto, September 18, 2014  
Mr. F. Campos  
Business Representative  
LiUNA local 183  
1263 Wilson Ave, Suite 200.  
Toronto, ON

Dear Mr. Campos,

This refers to our recent discussions concerning the implementation of an Overtime Calling Protocol.

To enhance flexibility for both employees and the Company with regards to the distribution of overtime work and a protocol for the assignment of such overtime hours, the following was agreed and following rules will apply; Overtime work shall be divided as equally as possible among those regular employees who signify in writing to the Manager or his/her designate that they will be available for all such work and, as far as practicable, such employees shall be called on a rotating basis.

A list of employees, who have signified in writing that they are available for overtime work, will be posted once per year, and will be open for correction by any employee for a period of 30 days from the date of posting. Employees wishing to be included on the overtime list will apply, in writing, to the Manager or his/her designate and an employee who no longer wishes to work overtime, may have their name removed from the list upon serving 3 days written notice.

The division of overtime work shall, as far as practicable, be arranged so as not to interfere with a regular employee's scheduled hours of work and so as to allow sufficient rest between tours of duty. This may be accomplished, for example, by using two employees to work 4 hours each.

An employee who is not available when called shall no longer participate in this arrangement unless the employee can produce satisfactory reason for the employee's non-availability.

The above does not excuse an employee from working overtime when the employee is ordered by the Company to do so.

The exercise of seniority rights shall not involve the Company in the payment of any overtime as a consequence of an employee working in excess of his/her scheduled shift or averaging period, unless directed by the Company.

The terms of this letter supersede the applicable terms of the collective agreement.

Yours truly,

Federico Zamarripa  
Director, Labour, Training, Health & Safety  
Rail-Term Inc.

**OVERTIME ASSIGNMENT PROTOCOL**

**For ad hoc book offs**

- 1- Canvas on duty employees in seniority order to cover full shift if shift is 8 hours or less
- 2- Canvas on duty employees in seniority order to cover 1<sup>st</sup> half of the vacant shift
- 3- Canvas employees of incoming shift in seniority order to cover 2nd half of the vacant shift
- 4- Call employees on the Overtime list to cover second half of the vacant shift. If shift is still vacant;
  
- 5- Force the junior employee on duty (Junior must/Senior may)

**For known vacancies**

The employer will post a list of vacant shifts on the bulletin board as required for employees who wish to work overtime to voluntarily apply for such overtime work. If there are remaining vacant shifts to cover at the time the vacant shift occurs, the protocol to fill “ad hoc book-offs” will be used to ensure coverage of these vacant shifts.



**APPENDIX – 3 Letter dated September 18, 2014 concerning the change from “working days” to “calendar days”**

**Toronto, September 18, 2014**

**Mr. F. Campos**

**Business Representative**

**LiUNA local 183**

**1263 Wilson Ave, Suite 200.**

**Toronto, ON**

Dear Mr. Campos,

This refers to our recent discussions concerning the change in language in the collective agreement to enhance clarity with regards to “working days” and the desire to change that mention to “calendar days”. This change will be consistent with the 24/7 nature of operations at Vaughan Intermodal Terminal.

To ensure proper understanding the following ratios will apply;

- Five (5) working days shall equate to seven (7) calendar days.
- Ten (10) working days shall equate to fourteen (14) calendar days
- Fifteen (15) working days shall equate to twenty-one (21) calendar days
- One hundred twenty (120) working days shall equate to one hundred and sixty-eight (168) calendar days.

Yours truly,

Federico Zamarripa

Director, Labour, Training, Health & Safety

Rail-Term Inc.

**APPENDIX – 4 Letter dated September 18, 2014 concerning the quantum of Union stewards representing the Vaughan Intermodal Terminal LiUNA members**

**Toronto, September 18, 2014**  
**Mr. F. Campos**  
**Business Representative**  
**LiUNA local 183**  
**1263 Wilson Ave, Suite 200.**  
**Toronto, ON**

Dear Mr. Campos,

This refers to our recent discussions concerning the concept of “super seniority”, quantum of Union stewards representing the LiUNA membership in the Vaughan Intermodal Terminal as well as the quantum of stewards representing your members during collective bargaining.

**“Super seniority” – Article 6.04**

It is understood that the Company’s operation will not be prejudiced nor jeopardized with the application of this article should layoffs be necessary. The Union will ensure that their members are fully aware and well informed of the consequences of junior employees (stewards) working while senior employees could possibly be laid off as a result of the application of this article.

**Union representation at Vaughan Intermodal Terminal and at Collective Bargaining**

The Company agrees that the quantum of stewards will be two (2) and that this number may be increased should the number of employees reach one hundred (100). The Company also agrees to the presence of two (2) alternate stewards be appointed to support the stewards in their day to day activities. It is also agreed that only the 2 main stewards will be allowed to conduct official Union business such as collective bargaining, should they be required to do so.

Yours truly,

Federico Zamarripa  
Director, Labour, Training, Health & Safety  
Rail-Term Inc.

**APPENDIX – 5 Letter dated September 18, 2014 concerning Arbitration in the grievance procedure**

**Toronto, September 18, 2014**  
**Mr. F. Campos**  
**Business Representative**  
**LiUNA local 183**  
**1263 Wilson Ave, Suite 200.**  
**Toronto, ON**

Dear Mr. Campos,

This refers to our recent discussions concerning the grievance procedure with regards to arbitration.

In order to expedite the process of obtaining a satisfactory agreement during this present session of collective bargaining, it is understood that the proper steps leading to arbitration will be outlined in the collective agreement. Language that will be consistent with that outlined in Part I of the Canada Labor Code will be included with regards to the appointment of an arbitrator when such is required to fulfil the grievance procedure. The Company commits the completion of a draft for this language before the end of the calendar year.

Yours truly,

Federico Zamarripa  
Director, Labour, Training, Health & Safety  
Rail-Term Inc.