

# **COLLECTIVE AGREEMENT**

Between

**RAPID DELIVERY INC.**

*(Hereinafter called the Company)*

- and -

**TEAMSTERS LOCAL UNION 879**

*(affiliated with the International Brotherhood of  
Teamsters)*

15017(01)

## **ARTICLE 1- PURPOSE**

### **1.01**

The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Company, the Union and the Employees in the bargaining unit and to set forth certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01**

The Company recognizes the Union as the exclusive bargaining agent for all employees working at Rapid Delivery Inc. in the City of London, Ontario excluding dispatchers, temporary workers, janitorial staff, office, clerical and sales staff, supervisors and those above the rank of supervisor, as described in the Certificate # 30677-C issued by The Canada Industrial Relations Board on February 27, 2015.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01**

The Union recognizes that it is the exclusive right and responsibility of the Company to operate and manage its business and to determine schedule(s) of work, employee complement, method(s) and means of its operations from time to time in accordance with its mandate.

### **3.02**

Except as specifically provided herein, the provisions of this agreement do not restrict or limit the rights typically recognized as vesting in management.

### **3.03**

The Company has the authority and responsibility to implement and put into effect, reasonable and lawful rules and regulations to be followed by all employees for the purpose of maintaining efficient operations and fiscal responsibilities, including

rules and regulations designed for the protection, health and safety of its employees in the workplace.

### **3.04**

The Company shall not exercise its right arbitrarily or in bad faith and subject to, and consistent with, the provisions of this Collective Agreement.

## **ARTICLE 4 - UNION SECURITY AND CHECK OFF**

### **4.01**

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.

### **4.02**

All employees, including probationary employees, must, as a condition of their continued employment, authorize the Company to deduct from the pay on the pay day the Local Union's dues deductions are made, an amount to equal the Local Union's monthly dues for the duration of the Agreement, as their financial contribution to the Local Union.

### **4.03**

All employees shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Union's initiation fee in instalments of twenty-five dollars (\$25.00) per week, after completion of the probationary period. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

### **4.04**

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month, the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted, not later than the tenth (10th) day of the month following the date upon which such monies were

deducted. The check-off list will include social insurance numbers and names. Such a list will include absent employees who are on Worker's Compensation or Unemployment Insurance Sick Benefits.

#### **4.05**

The Union will notify the Company in writing of any arrears in dues, caused for any reason, or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of the equivalent of one month's dues at the appropriate Local Union's rate.

#### **4.06**

The Union check-off form may be:

- (i) a Union- provided form;
- (ii) a Company- provided form;
- (iii) a pre- billing method which shall provide a column for “dues”, “arrears in dues”, “initiation” and “re- initiation fees”.

The Company shall, each month, add the name of each new employee hired on since the remittance of the previous check-off, along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's check-off sheet, for whom a remittance is not made, for any reason.

#### **4.07**

The Union will supply the Company with Initiation Deduction Authorization forms, Application for the Union Membership forms, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed application for Membership forms are returned to the Union.

#### **4.08**

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees.

#### **4.09**

The check-off and cheque for the Union dues deduction must be in the office of the Local Union not later than the tenth (10th) day of the month following the first month in which the monies were deducted.

#### **4.10**

The Company shall show, on employees' T4 slips, for income tax purposes, the total Union dues paid for the year.

### **ARTICLE 5 - DISCRIMINATION**

#### **5.01**

The Company and Union agree that no discrimination, violence, harassment or sexual harassment in employment shall be practiced by either party or their representatives and that no employee shall be subject to retaliation as a result of making a complaint of discrimination, violence, harassment or sexual harassment. The prohibited grounds of discrimination are race, national or ethnic origin, colour, religion age, sex, sexual orientation, mental status, family status and disability. The provisions of this agreement shall be interpreted and applied in a manner consistent with the Canadian Human Rights Act (CHRA) and its regulations, as amended.

### **ARTICLE 6 - UNION REPRESENTATION**

#### **6.01**

The Company recognizes the right of the Union to select and appoint one (1) Steward and if the operations are such as cannot be covered by one (1) Steward, additional Stewards may be appointed to assist employees in presenting any complaints or grievances they may have to representatives of the Company. The Union shall be required to notify the Company of the name(s) of the Steward(s) and the Company

shall not be required to recognize the Steward(s) until it is notified in writing by the Union.

#### **6.02**

The Union acknowledges that a Steward has regular duties to perform as an employee of the Company and that such employee will not leave his/her regular duties for the purpose of conducting business in connection with the administration of the Collective Agreement or the investigation or presentation of grievances without first obtaining permission of his/her immediate supervisor. Where practical, a Steward will conduct Union business outside of the Steward's hours of work. The permission of his/her supervisor will not be unreasonably withheld.

#### **6.03**

An employee may request the presence of a Union Steward at any meeting at which discipline is to be imposed.

#### **6.04**

A representative of the Local Union will be allowed, upon request, to enter the Company's premises to deal in the administration of the Collective Agreement provided he/she does not interfere with the normal operations of the Company.

#### **6.05**

For the purpose of layoff, the Steward shall be established on the list as the second man but he shall not use the seniority for the purpose of vacation preference

### **ARTICLE 7 - GRIEVANCE PROCEDURE**

#### **7.01**

It is the mutual desire of the parties to this Collective Agreement that reasonable and legitimate complaints of employees shall be dealt with quickly as possible.

#### **7.02**

It is understood that, in all cases, an employee and/or his/her Steward will first give his/her immediate supervisor an opportunity to adjust his/her complaint before

proceeding further with any grievance in accordance with this Article.

### **7.03**

Grievances properly arising under this Collective Agreement shall be adjusted and settled as follows:

#### Step 1

Within seven (7) working days after the circumstances giving rise to the grievance shall be presented to the Company, in writing, on a Union grievance form, and the parties shall meet within the next seven (7) working days in an endeavour to settle the grievance.

#### Step 2

Failing settlement at the above step, the Terminal Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the District Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The District Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

### **7.04**

The Company shall issue its written decision respecting the grievance within seven (7) working days of the meeting. If the Company's decision is not satisfactory to the Union, then the Union may refer the grievance to arbitration in accordance with Article 8 of the Collective Agreement.

### **7.05 - Management Grievances and Union Grievances**

- (a) It is understood that the Company may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Such grievance shall be processed in accordance with Article 7.03 of the grievance procedure as set out above.

- (b) A Union grievance, which is defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit in regard to which a number of employees have signified an intention to grieve in writing or a grievance involving the Union itself, including the application, interpretation or administration of the Agreement, may be brought forward as a grievance of an employee, subject to the same time limits as, and to be processed in accordance with the provisions described in Article 7.03.

#### **7.06**

- (a) The nature of the grievance, the remedy sought and the section of the Agreement which was alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
- (b) In determining the time which is allowed in various steps, only working days shall be included, and any time limits may be extended, by mutual agreement, in writing.
- (c) If advantage of the provisions of this Article 7 are not taken within the time limits specified herein, or as extended in writing between the parties, the grievance shall be deemed to have been abandoned and may not be reopened.

### **ARTICLE 8 - ARBITRATION PROCEDURE**

#### **8.01**

Each party of this Agreement may refer a grievance to arbitration provided the referral is made within fifteen (15) working days of the written decision described in Article 7.04 or the date the written decision should have been made pursuant to Article 7.04. In the event that the grievance is not referred to arbitration in accordance with this Article, the grievance shall be deemed abandoned.

#### **8.02**

Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined Article 7 above and which has not been

settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

### **8.03**

The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of both parties.

### **8.04**

Within three (3) working days of the request of either party for a Board, each party shall notify the other with names of the arbitrators it proposes to act as a sole arbitrator.

### **8.05**

Should the Company and the Union fail to agree on a sole arbitrator within seven (7) working days of the notification mentioned in Article 8.04 above, the Minister of Labour shall be asked to nominate an impartial person to act a sole arbitrator.

### **8.06**

The decision of the sole arbitrator shall be binding on all employees, the Union and the Company.

### **8.07**

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for an existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

### **8.08**

The Company and the Union shall share equally all the common expenses related to the arbitration process. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

## **ARTICLE 9 - NO STRIKE OR LOCKOUTS**

### **9.01**

During the term of this Agreement, the Company agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no slowdown, strike or other work stoppage of or interference with work.

## **ARTICLE 10 - SENIORITY**

### **10.01**

The seniority of an employee means the length of his/her continuous service with the Company since the date of his/her last hiring by the Company as per Article 11.01

### **10.02**

The seniority of an employee shall be completely lost and his/her employment shall be automatically terminated if he/she:

- (a) quits, or
- (b) is discharged and not reinstated in accordance with the provisions of the agreement, or
- (c) is absent from work for three (3) or more consecutive days without notifying the Company, unless he/she gives a reason satisfactory to the Company for his/her failure to so notify the Company, or
- (d) is laid off for a period in excess of twelve (12) months, or
- (e) fails to notify the Company of his/her intention to return to work within five (5) days of being given notice of recall under Article 12.02.

### **10.03**

Within thirty (30) days after the signing of the agreement, the Company shall post the seniority list showing the seniority of each employee. An employee shall have thirty (30) days to challenge the applicable seniority list with respect to his/her seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

### **10.04**

The Company will provide the Union with current seniority list showing each employee's seniority date, current address, classification and rate of pay, on June 30th of each year.

### **10.05**

When two or more employees in the bargaining unit commence employment on the same date, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random in the presence of the Company and a Union representative.

### **10.06**

The seniority of an employee who is transferred to a position outside the bargaining unit shall be retained for six (6) months and must maintain his/her Union dues for this period. After six (6) months, he/she will be removed from the list and will be ineligible to return to the bargaining unit.

## **ARTICLE 11 - PROBATIONARY EMPLOYEES**

### **11.01**

Notwithstanding anything in the agreement, a person shall be considered to be probationary employee and he/she shall have no seniority until he/she has been employed and worked scheduled shifts for three (3) months at which time he/she shall become entitled to seniority dated from his/her last hiring with the Company. Upon mutual consent of the parties the probation period may be extended for an additional reasonable period of time.

## **11.02**

The Company shall have the right to dismiss a probationary employee at its sole discretion and such dismissal shall not be the subject of a grievance under Article 7 or 8 of the agreement.

## **ARTICLE 12 - REDUCTION IN WORKFORCE, LAYOFF AND RECALLS**

### **12.01**

When there is any reduction in the workforce, the Company shall layoff employees in reverse order of their seniority, provided that, in the opinion of the Company, they have the necessary skill, ability, experience and qualifications to perform the available work.

Recall will be in order of length of service with the Company provided that, in the opinion of the Company, the employee to be recalled has the necessary skill, ability, experience and qualifications to perform the available work.

### **12.02**

A written notice will be issued by hand delivery or sent by registered mail to the most recent address on the employee's personnel file, which shall constitute proper notice. It shall be the responsibility of the employee to inform the Company and the Union of his/her current address by registered mail or in person provided written acknowledgement is retained by said employee.

### **12.03**

A reduction in the work force by termination or layoff will be in compliance with the Canada Labour Code.

## **ARTICLE 13 - PUBLIC HOLIDAYS AND VACATION PAY**

### **13.01**

The Company and the Union agree to comply with the provisions of the Canada Labour Code as they relate to public holidays and public holiday pay. The Company

and the Union further agree that the Company may require work to be performed on a public holiday and this provision shall constitute an agreement for doing so.

### **13.02 - Public Holidays:**

New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Civic Holiday, Christmas Day and Boxing Day.

### **13.03**

An employee, who qualifies for holiday pay and is required by the Company to work on any of the above public holidays, shall be paid one and one-half (1.5) times his/her regular basic hourly rate for time worked on such holiday in addition to his/her public holiday pay. Pay for public holidays shall be calculated based on the average number of hours worked over the last twenty (20) days as per the Canada Labour Code.

### **13.04**

After each twelve (12) months of continuous employment, an employee will be entitled to two (2) weeks of vacation, with vacation pay calculated at 4% of the wages earned by the employee during the period for which the vacation is given.

After six (6) years of continuous employment with the Company, an employee will be entitled to three (3) weeks vacation, with vacation pay calculated at 6% of the wages earned by the employee during the period for which the vacation is given.

- (a) Vacation will be scheduled by the Company within ten (10) months of the end of the twelve (12) month period during which the vacation is earned.

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

### **14.01**

This article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, or per week, or of days of work per week.

## **14.02**

- (a) An employee who is directed by the Company to report to work, unless he/she is directed not to report to work prior to the time required for his/her attendance previously communicated to him/her by the Company, shall be provided a minimum of three (3) hours work at His/her regular rate of pay.
- (b) Overtime rates at time and one-half (1½) of the normal rate of pay will be paid for all hours in excess of sixty (60) hours in any one (1) week.
- (c) Where a Statutory Holiday falls during the work week, Monday to Friday, the work week will be reduced by the average number hours over twenty (20) days for each Holiday.
- (d) Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner:
  - (i) to the senior available employee on duty who is willing to perform such work;
  - (ii) when no one is available under (i) or in the event additional personnel is required, off- duty employees will be called in, in order of seniority.

## **14.03 - Rest Breaks**

Employees will be entitled to a 15 minute paid rest break as may be scheduled by the Company as follows:

Any shift schedule for less than 8 hours = 1 paid rest break

Any shift schedule for 8 hours or more = 2 paid rest breaks

Unpaid lunch break = thirty (30) minutes within the first eight (8) hours of the shift.

## **ARTICLE 15 - BEREAVEMENT LEAVE**

### **15.01**

When a death occurs in the immediate family of an employee, the employee shall be granted three (3) days paid bereavement leave. These days will be granted on the consecutive working days after notification to the Company, following the day on

which the death occurred .

"Immediate Family" is defined in Section 33(1) of the Canada Labour Standards Regulations as the employee's spouse or common-law partner, the employee's children and the children of their common-law partner. The employee's grandchildren, brothers and sisters, the grandparents of the employee, the father and mother of the spouse or common-law partner. Any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

Common-law partner means a person who has cohabitating with an individual in a conjugal relationship for at least one (1) year, or who has been cohabitating with the individual for at least one (1) year immediately before the individual's death.

The Company may also consider granting additional leave, without pay, on a compassionate basis, if operationally feasible. The Company may require the employee to provide proof of death or burial, if this additional leave is granted.

## **ARTICLE 16 - OTHER LEAVES OF ABSENCE**

### **16.01 - Personal Leave**

- (a) The Company may, at its sole discretion ,grant approval for personal leave without pay to an employee who has completed one (1) year's continuous service. All leaves of absence must be approved in writing.
- (b) Where there are conflicting request for more personal leave than the Company determines it can grant, preference shall be by seniority, provided that once a leave is approved a more senior employee may not displace a junior employee from a leave previously approved.

### **16.02 - Compassionate Care Leave**

Compassionate Care Leave will be granted in accordance with the provisions, and subject to the requirements of proof, of the Canada Labour Code.

### **16.03 - Maternity and Parental Leave**

Maternity and Parental Leaves will be granted in accordance with the provisions of the Canada Labour Code.

### **16.04 - Elections**

Employees eligible to vote in a federal, provincial or municipal election will have up to four (4) consecutive hours off work during the hours in which the polls are open in which to cast the vote.

### **16.05 - Seniority during a Leave of Absence**

An employee shall retain and accrue seniority while on a personal leave of absence to a maximum of one (1) month.

## **ARTICLE 17 - GROUP HEALTH BENEFITS**

### **17.01**

Benefits will continue as they have in the past. Two hundred and seventy (270) day waiting period.

The Employee is responsible for the following:

- One hundred percent (100%) Life Insurance Premiums
- One hundred percent (100%) Long Term Disability Premiums
- Twenty-five percent (25%) Health & Dental Premiums

The Employee can opt out of the Health & Dental coverage if their spouse have comparable coverage.

## **ARTICLE 18 - HEALTH AND SAFETY**

### **18.01**

The Company and the Union will comply with Part II Occupational Health and Safety of the Canada Labour Code.

## **ARTICLE 19 - GENERAL**

### **19.01 - Bulletin Board**

The Company agrees to provide a bulletin board for the purpose of posting Union notices. All notices to be posted by the Union shall first be approved by the Company, provided, however, that the Company shall not unreasonably refuse to allow the posting of such notice.

## **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 herein after enacted, it is agreed that such law shall supersede the conflicting provision, without in any way affecting the remainder of this agreement

## **ARTICLE 21 - EXTRA CONTRACT AGREEMENT**

### **21.01**

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

## **ARTICLE 22- WAGES**

### **22.01**

**DZ:**

**Year 1:**

Start            \$14.50

3 Months       \$15.00

2 Years         \$16.25

**DZ:**

**Year 2:**

Start            \$15.00

3 Months       \$16.25

**AZ:**

**Year 1:**

Start \$18.00

3 Months \$18.50

2 Years \$19.00

**AZ:**

**Year 2:**

Start \$18.00

3 Months \$19.00

## **ARTICLE 23 - DISCIPLINE**

### **23.01**

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

The progressive disciplinary steps are as follows:

Step 1 - verbal warning

Step 2 –written warning

Step 3 – suspension

Step 4 – termination of employment and loss  
of seniority

It is understood that the above steps shall be by-passed in the event of an infraction of a more serious nature, such as violence, sabotage, substance abuse at work, harassment, etc.

## **Article 24 - DURATION**

### **24.01 - Duration**

This Agreement shall continue in full force and effect from June 30, 2016 to June 29, 2018 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

**24.02**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

**24.03**

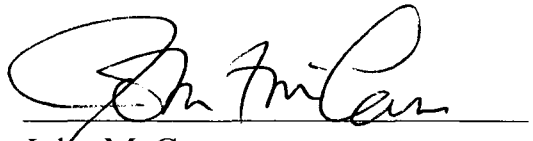
This Agreement shall continue in full force and effect until a new Agreement is reached and all applicable clauses shall be retroactive to the expiry date of previous Agreement.

**FOR THE COMPANY:**



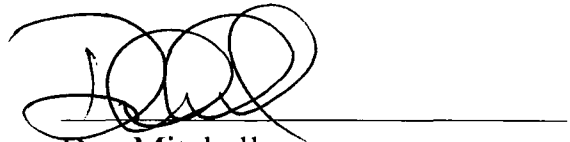
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**FOR THE UNION:**



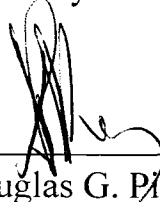
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John McCann  
President



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Dan Mitchell  
Secretary-Treasurer



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Douglas G. Pilkey  
Business Representative

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