

COLLECTIVE LABOUR AGREEMENT

INTERVENED

BETWEEN: TEAMSTERS QUÉBEC LOCAL 106  
Hereinafter called "THE UNION"

AND: REIMER EXPRESS LINES LTD DOING  
BUSINESS AS YRC REIMER  
Hereinafter called "THE COMPANY"  
and/or "THE EMPLOYER"

April 1<sup>st</sup> 2016 – March 31 2021

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Par: .....

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## IMPORTANT NOTICE

**This document is an English translation of the original french copy of the collective labour agreement. It is agreed that if, during the term of this agreement, interpretation problems or problems caused by typing errors and/or translation should arise, the French version should prevail, at all times.**

## **ARTICLE 1**

### **PREAMBLE AND RECOGNITION**

**1.1** The intent and purpose objectives of this collective labour agreement shall be to promote and improve the economic and industrial relations within the industry, to establish and maintain discipline and efficiency, and thereby initiating basic agreements covering rates of pay, hours of work, and conditions of employment which will render justice for all.

**1.2** The parties to the present desire to cooperate in the establishment and maintenance within the industry of appropriate and suitable conditions, to provide methods for fair and peaceful adjustments of all disputes which may arise between them and to foster goodwill, friendly relationship and better understanding between the parties.

**1.3** The terms and conditions of this agreement will be applicable for all the duration of the present collective labour agreement. It is understood that the French version shall prevail and the terms of the said will be respected.

**1.4** It is understood that the French version shall prevail and the terms of the said will be respected.

## **ARTICLE 2**

### **BARGAINING UNIT**

**2.1** The company recognizes the union as the sole bargaining agent for its employees covered by the certification granted to the union.

## **ARTICLE 3**

### **MANAGEMENT'S RIGHTS**

**3.1** The parties recognize that the company has the right to operate and to manage its business, and generally exercise all the normal prerogatives inherent to good management, as long as such rights are not exercised in a way that is contrary to the



provisions of the present agreement. Without restricting the generality of the foregoing, the company has the right to hire, dismiss, suspend, transfer and generally manage the work force, to discipline its employees for inefficiency, dishonesty, negligent or dangerous behaviour, deliberate insubordination or for any violations of the rules and regulations, or for any other just cause, provided that the company assumes the onus of proof in the matter and also provided that there is no discrimination towards the employees.

#### **ARTICLE 4**

#### **STRIKE AND LOCKOUT**

**4.1** There shall be no lockout on the part of the company, nor strike or work stoppage or suspension of work either complete or partial, for whatever reason on behalf of the employees for the duration of this agreement, or while the agreement is being renewed or amended, or during negotiations for another agreement.

**4.2** In the event that an employee refuses to cross a picket line, this shall not be construed to be a break of the agreement, nor shall it be a cause for dismissal or for disciplinary action, as long as the union has notified the company of a strike is in progress. Merchandises in transit shall not be subject to the foregoing restrictions.

#### **ARTICLE 5**

#### **UNION SECURITY**

**5.1** All employees shall as a condition of employment, become union members and maintain their membership in good standing for the duration of this collective agreement.

**5.2** Any new employee shall as a condition of employment, become and remain a member in good standing after the completion of his probationary period. The employer shall deduct from the salary of each employee after the completion of his probationary period, the amount due for his initiation in a



twenty-five dollars (\$25.00) payment per month. However as of his first pay, he must pay dues as established by the union.

**5.3** The union secretary-treasurer will provide to the employer, a letter confirming the amount of the union dues, the initiation fees, the arrears, etc... to be retained, for each employee. The employer deducts from the employees' pay, all regular dues, special or arrears at the right moment according to the amounts indicated in the said secretary-treasurer's letter.

**5.4** The amount so deducted by the company from the pay of each employee according to the previous article shall be remitted to the union secretary-treasurer on the monthly basis before the fifteenth (15<sup>th</sup>) day of the following month. These remittances must be accompanied with a list showing the name, address and social insurance numbers. Beside each employee name, the employer must inscribe the amounts deducted during the month, indicating separately the said sums deducted for union dues and arrear fees.

**5.5** The employer shall indicate the amount of annual union dues deductions on employees' T4 slips and releve 1.

**5.6** It will be the employer's responsibility to have all new employees signs a union membership card on the day they are hired. It is the employer's responsibility to make sure that these documents are duly signed and returned to the union with the next union dues remittance.

## **ARTICLE 6**

### **PREROGATIVES AND SPECIAL CONDITIONS APPLICABLE TO UNION DELEGATES AND OFFICERS**

**6.1** The company recognizes the union's right to elect a union delegate for the employees and should conditions be such that one union delegate is insufficient, additional stewards may be elected. The role of the union delegate must not in any way conflict with that of the employer, and the same quantity and quality of work as that performed by the other employees shall be expected from him.

**6.2** The union shall advise the company in writing of the name of any union delegate, and of any change thereof. The company shall not be expected to recognize any union delegate until such notice from the union has been received by registered mail.

**6.3** The union delegate shall enjoy his own seniority or that of the last man called in for work (with the exception of the employee with the most seniority) at the time of a lay-off and a day-to-day work allocation within the department. In a department where there are more than one union delegate, the present clause shall apply to the steward with the most seniority.

**6.4** Union representatives, excluding the union's full-time employees, not exceeding two (2), may be absent from work to attend union meetings, at their own expenses, provided a written notice of such absence is given by the union to the company, at least one week in advance.

**6.5** Leave of absences in excess of thirty (30) calendar days, or the extension of a leave of absence already in progress beyond thirty (30) calendar days, shall only be granted upon written requests to the union and the company and upon the parties mutual agreement.

**6.6** A leave of absence of one (1) year shall be granted, as required, to any future full-time union officer elected or named after the signature of this agreement, for the purpose of performing union tasks. Such a leave of absence may be extended on a twelve (12) month basis, such as mutually agreed. It is understood that such leave of absence shall be included in the calculation of an employee's seniority.

**6.7** A union delegate will have the authorization to enter the company's premises in order to execute this agreement, providing he first notifies the person in charge.

**6.8** The company shall immediately advise the union by registered mail or fax, before the suspension or dismissal of a union delegate. Failure of the company to comply to this

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procedure shall render such suspension or dismissal null and void.

**6.9** Whenever possible, grievances shall be processed during the union delegate's normal working hours. The delegate shall be paid his normal hourly rate when new grievances, or grievances pending, are processed with the company on the company's premises, or at any other site mutually chosen by the union and the company.

**6.10 a)** The employer shall pay the union designated union delegate, and this for a maximum of three (3) days, calculated on the basis of the average of the last twenty (20) days worked, for each day during which are held negotiation or conciliation meeting. However, this commitment excludes any negotiation session held during a work stoppage, strike, total or partial work suspension.

**b)** For each day of conciliation or negotiation sessions, the employer will pay for all union delegate one day's wages, calculated on the basis of the average of the last twenty (20) days worked.

**6.11** The employer agrees to grant two (2) days off with pay per calendar year, to a maximum of six (6) days per calendar year, to the union's designated union delegate for the purpose of union training. Such days will be granted upon request from the union's president.

## ARTICLE 7

### GRIEVANCE PROCEDURE

**7.1 a)** Difference in interpretation or violation of any clause of this agreement by the company or any or all of the employees covered by this agreement, as well as any other complaint regarding working conditions, shall be considered a grievance provided that it is reported in writing within fifteen (15) calendar days, except as otherwise specifically provided for in this agreement.



b) In the event a driver on highway operations is away from his home terminal and thus, unavailable to proceed with the steps of grievance procedure within the time limits prescribed, such time limits will be extended, after both parties acceptance, so as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.

## **7.2 First step**

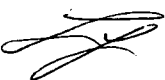
The employee shall first discuss the grievance with the department supervisor or other immediate superior, who shall render his decision within two (2) working days. If he so desires, the employee may be accompanied by the shop steward or a union representative.

## **7.3 Second step**

Failing an answer or satisfactory settlement, the employee shall submit the grievance, in writing, to the manager or his responsible representative. At this stage, the employee shall be accompanied by a union delegate or a union representative providing they are available. The company's representative must render a decision within three (3) working days. The delay prescribed in article 8.2 will apply starting as of the date the employer will render his decision relatively to the grievance.

**7.4** If the union submits a grievance, it must notify the employer, in writing, within fifteen (15) calendar days following the date of the presumed violation of the collective agreement; and by such written notice, must organize a meeting with the duly authorized union business agent and the general manager of his representative. If the parties do not obtain satisfactory settlement, the grievance shall be submitted to arbitration as specified in article 8.

**7.5** For the purpose of processing specific grievances or disputes business representatives or stewards shall have access to relative documents, which will be made available as soon as possible, but not later than fifteen (15) days from the time the request was made.



**7.6** To the exception of the delay provided for in article 7.1 and 7.4, which is a final deadline, all the other delays mentioned in the present article are only procedure delays and their non respect may in any case be invoked before an arbitrator to prevent this last to hear the merit of the grievance.

## **ARTICLE 8**

### **ARBITRATION**

**8.1** Failing settlement of the grievance after the described steps have been exhausted, the grievance shall then be submitted to arbitration depending on the jurisdiction set out in the union's certificate mentioned in this agreement, and the following rules shall apply.

**8.2** The party submitting the grievance shall advise the other party in writing within ten (10) working days after the end of step 2, of his intention to submit the grievance to arbitration.

**8.3** In the event that the company or union has a grievance, it shall be the responsibility of the grieving party to notify in writing the other party, within five (5) working days from the day of the alleged violation of the agreement and, by such notice, to arrange a meeting between the duly appointed union agent and the general manager or his representative. Should the parties fail to reach a satisfactory settlement, the final settlement of the grievance shall be submitted to arbitration as described above.

**8.4** Within five (5) working days of the notice mentioned in the foregoing sub-paragraphs 8.2 and 8.3, the two (2) parties shall meet to agree on the choice of an arbitrator.

**8.5** If, within the aforesaid ten (10) working day period, the parties do not meet or do not agree on the choice of an arbitrator, one or the other party may, within five (5) working days after the expiration of the ten (10) working days period, apply with the Federal Minister of Labour to have him appoint an arbitrator.

**8.6** The decision rendered by the arbitrator shall be final and binding on both parties.

**8.7** All monetary grievance which are mutually agreed upon or decided by arbitration, shall be paid to the employee concerned within ten (10) working days following the agreement or reception of the arbitrator's decision or according to the employee's pay.

**8.8 a)** In the case where an employee has been suspended or dismissed, and that his grievance was sustained partly or entirely, he shall be reinstated to his former position without loss of seniority, within three (3) working days from the date of settlement or of receipt of the decision rendered by the arbitrator.

**b)** The arbitrator will have the power to render any and all decisions, including the power to reduce or increase disciplinary measures. However, he may not submit a decision which is incompatible with the dispositions of this agreement, nor change, alter or amend any part of the agreement. The arbitrator must render his decisions within thirty (30) calendar days following the hearing with both parties.

**8.9** It is agreed that the parties shall share equally the expenses and costs of the arbitrator.

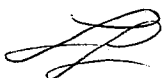
**8.10** The delays outlined in the present article are not obligatory and failure to comply may not be presented before the arbitrator to keep him from hearing the value of the grievance; except in cases of negligence or bad faith.

In cases of indefinite suspension or dismissal, the delays must under no circumstances exceed sixty (60) calendar days.

## **ARTICLE 9**

### **SEVERANCE PAYMENTS TO EMPLOYEES**

**9.1** According to the Canadian labour Code, the company shall pay employees dismissed, laid-off, suspended or otherwise leaving the service of the company, all wages due to them, including earned vacation, as soon as possible, but no later than ten (10) working days from the severance date.



**9.2** The employees thus leaving the service of the company (other than those guilty of theft or any other criminal offence) whose severance was effected away from their home terminal shall be returned to the said terminal by means of a company vehicle or other transportation facilities to be supplied by the company within twenty-four (24) hours of their dismissal.

**9.3 Notice of individual dismissal**

Except for justified dismissal, the company that terminates definitively an employee's service that has been working for at least three (3) months, without interruption, shall:

- a) Give a written notice to the employee for at least two (2) weeks, or;
- b) Pay to the employee as a notice, an indemnity equal to two (2) weeks of salary at the regular wage rate for the regular worked hours.

**Severance payment**

Except for justified dismissal, the company that terminates definitively an employee's service that has been working for at least twelve (12) months, without interruption, shall pay to the employee the highest following amount:

- a) Two (2) days salary, at regular wage rate and for the regular worked hours for each year of employment, or;
- b) Five (5) days salary, at regular wage rate and for the regular worked hours.

**ARTICLE 10**

**TRANSFER OF EMPLOYEES**

**10.1** In the case of an employee being permanently transferred from one branch to another at the company's request, the company undertakes to pay all actual costs of moving the furniture and personal belongings of the employee.

The company agrees without jeopardizing its operations, to retain the services of the regions that are currently serviced by the operations of Montreal/Stanstead/Quebec.

**10.2 a)** In the event of the complete or partial closure of a terminal or when the work is transferred to another terminal or other terminals under the jurisdiction of the signatories of the present agreement, the company shall notify the union in writing, within forty-five (45) calendar days, of its intention to close a terminal completely, and within thirty (30) calendar days in the case of a partial closure, and the employees involved shall be allowed to bid in accordance with their seniority and qualifications for a transfer to the terminal where the work was transferred. Employees thus transferred shall enjoy their full seniority with the company. Moving costs shall be paid by the employees.

**b)** Partial closure of a terminal is defined as follows: "complete closure of a department and/or a specific operations within a terminal".

**10.3** In the event of a merger of carriers, or if the company buys the operating rights of another company, the buying company shall meet with the union to discuss the transfer and the seniority rights of the employees to be transferred. If, in the case of a buy-out or a merger, the buying company requires additional staff, the employees of the company taken over shall have priority for hiring purposes in accordance with their seniority and qualifications, and their seniority shall be combined.

**10.4** In the event where any of the companies affected by the merger had laid off employees before the merger, the seniority of those employees shall be combined. Such employees shall be on the inactive seniority list. Should the merged company subsequently require additional employees, priority shall be given, within the recall clauses of article 16, firstly to the laid-off employees of the active seniority list, and then to employees of the inactive seniority list in accordance with their seniority and qualifications. If and when an employee from the inactive list is recalled and reports to work in accordance with this article, his



original seniority will be combined with the seniority of the active employees.

**10.5** Should one or the other party believe that the foregoing paragraphs do not provide an adequate protection of seniority rights in the event of a purchase or a merger, then the seniority of employees, in the combine operations, will be submitted to the employees, and shall be approved by the Canada Labour Board. The decision would then be final.

**10.6** The company shall have exclusive authority in work allocation for employees transferring under articles 10.1 and 10.2 for a period of three (3) months of the date of transfer or until the next annual bid date, whichever comes first.

## **ARTICLE 11**

### **BULLETIN BOARD**

**11.1** The company agrees to the posting of notices of meetings or union functions and the current collective agreement, on a bulletin board, glass-framed and locked, supplied by the company for that matter. The bulletin board will be to the exclusive use of the union (union delegate) and key will be given to the union delegates.

## **ARTICLE 12**

### **MEDICAL EXAMINATION**

**12.1** All employees shall promptly submit to any medical examination required by the company, provided, however, that the company shall pay the costs of such examination. The company reserves the right to choose its own medical examiner or doctor and the union may, at its own expenses, have an employee re-examined.

**12.2** When a medical examination is required by the company, the following conditions shall apply:

- a) If the employee undergoes a medical examination during normal working hours, he shall be paid for



the time lost; thus, he will suffer no loss of salary because he had to submit to a medical examination;

- b) If a medical examination is to be undergone after working hours, the employee shall be given a notice of at least three (3) working days;
- c) No employee shall be required to submit to a medical examination on a Saturday, unless the employee asks for it or willingly accepts to undergo the examination on a Saturday.
- d) Upon request, the company or the physician shall remit to the employee's family doctor, any medical report concerning the state of health of the employee.

**12.3 a)** If the health condition of an employee is liable to affect the operations of the company, the public or the employee's own welfare, and in the opinion of the company, such a condition requires an examination, the company shall have the right to suspend the employee without pay until the results of the examination are available. Should the examination demonstrate that the employee is medically unfit in accordance with the established standards of the industry to perform his functions, he shall be transferred to another operation of his choice within the terminal, provided that he has the qualifications and that he is medically and physically fit for the work to which he is to be transferred, and all this is to be in accordance with his seniority in the terminal. Should the examination show that the suspended employee is medically fit to perform his normal functions; the employee shall be reinstated and shall receive back pay for time lost. It is agreed that, in the application of this clause, the employee that was transferred because of his health shall retain his position and seniority within the department to which he was transferred, as long as the condition of his health does not deteriorate.

**b)** It is also agreed that any employee who cannot be transferred to another department for the reasons mentioned above shall retain his seniority for a period of twelve (12)



months. During that period, the employee has the privilege to apply for an open job for which he is qualified and where he will be medically and physically able to function effectively, in accordance with his seniority in the terminal.

**12.4** If after having started to work, an employee incurs an accident that incapacitates him; his salary for his entire work day shall be paid to him for the day on which the accident occurred, provided he does not receive any other compensation for that day. The company shall provide adequate transportation (ambulance if required) to the hospital or to a doctor, and then to his home if required.

**12.5** The company undertakes to file without delay the necessary reports for on-the-job injury, as well as the related medical reports in accordance with article 23 "Insurance Plan".

### **ARTICLE 13**

#### **STANDARD AND NEW EQUIPMENT**


**13.1 a)** It is to the best mutual advantage of the company and of the employee that the employees should only operate vehicles in safe operating condition equipped with all the safety equipment by Law.

**b)** It shall be the duty of employees to report promptly, in writing to the company, all equipment defects, at the end of their shift.

**c)** It shall be the duty and responsibility of the company to maintain all vehicles in safe operating conditions in accordance with the department of Transport and Highway Code regulations.

**d)** The maintenance of equipment in safe operating condition is not only a function but also a responsibility of the management.

**e)** In regard to the safety and health of driver, the union and the company agree that all motorized units are to be equipped with adequate heaters, windshield wipers and



washers, as well as defrosters that will be installed and maintained in operating conditions. In cases of extreme temperature, when the heaters do not adequately heat the cabs, the company shall effect the necessary changes in order to maintain adequate heat. Defective windshield washers are to be considered as breakages. Windshield wipers are to be maintained in good running order and cabs must be water-tight. All new equipment put into operation must be equipped with "West Coast" type rear-view mirrors. All new city and road tractors shall be equipped with manual break valves at the time of delivery. The company must ensure that speedometers are in good running order and reasonably accurate.

f) The qualified supervisor involved shall be responsible in judging the condition of the equipment.

g) When employees refuse to operate such equipment, it shall not be construed as a violation of the collective agreement, unless such refusal is not justified.

**13.2** It is understood that defective equipment forms shall be supplied for the drivers on which to report defects equipment, with sufficient copies, so that one is retained by the driver and one is on file with the employer. When a unit is in such a bad condition that it is dangerous to operate, it shall not be put into service until the necessary repairs have been made.

**13.3** In the event that the company institutes new types of equipment, or if there are changes of operations pertaining to equipment for which salary rates have been negotiated, the parties agree to negotiate the salary rates relating to the operation of such equipment, and in the event that no agreement is reached, the conflict shall be submitted to arbitration as provided in article 8.

**13.4** The company agrees not to require drivers to operate motorized equipment that emit noise exceeding the limits allowed by applicable government regulations.



## ARTICLE 14

### PASSENGERS

**14.1** No employee shall be permitted to allow anyone in his truck, except employees on duty for the company, unless he has a written authorization from the company.

## ARTICLE 15

### LOSS AND DAMAGE TO CARGO OR EQUIPMENT

**15.1** Employees will not be required to contribute financially to compensate any claims for loss or damage to cargo or equipment.

**15.2** Employees shall not be held responsible for loss or damage to cargo, unless proof of negligence has been established.

**15.3** Accident reports shall not be held against employees for a period of more than twenty-four (24) months.

## ARTICLE 16

### SENIORITY

**16.1 a)** The purpose of seniority rules is to provide a policy governing lay-offs, recalls, promotions and work distribution.

**b)** In the case of work distribution, the employee with the most seniority shall have preference within his classification, but this shall not give him the right to choose the tasks to be performed.

**16.2** Seniority will be maintained and will continue to be divided by terminal in each of the following departments and classifications:

Dock department

Warehouse persons

## Driver department

- Local drivers
- Extended drivers

**16.3** A lay-off is defined as a period of two (2) consecutive days (48 hours) without work. In the event of a lay-off, the employee may use his terminal-specific seniority to transfer into another classification or to displace a junior employee for a bid job, so long as he is qualified. When work returns to normal, the employee will return to his respective classification. An employee in a bid job may also displace a junior employee after a period of two (2) consecutive days (48 hours) without work.

**16.4 a)** New openings in the departments will be posted on the bulletin board for a period of five (5) business days, and employees from other departments may bid and transfer, so long as they have the required seniority and qualifications. Employees that transfer in this way from one department to another, subject to the preceding conditions, will be placed in the new department according to their terminal-specific seniority.

**b)** On February 1 of each year, for the driver department (local and extended), a general posting will be done, where drivers can indicate their choice of classification for the coming year, according to seniority. Results will be implemented on the Monday nearest to February 15.

**c)** In each of the classifications for which the employer has bid jobs or schedule, the employer will post the aforementioned job or schedule for a period of five (5) days and will implement it, at the latest, on the Monday nearest to march 1.

**d)** In the event that a driver loses his "Fast card" or access to the US, the driver from that classification may, after his layoff period, displace a junior employee in his department.

**NOTE:** If an employee is absent from work due to illness or vacation when such an opening occurs, the employee will have the privilege of bidding within five (5) days of his return to work.



**16.5 a)** Those who are promoted to supervisory positions or to positions not subject to this agreement, will their seniority after their promotion for a period of twelve (12) months. It is understood that such permission of twelve (12) months may be extended by mutual consent between the union and the company.

**b)** If for any reason he is demoted, or if the promoted employee mentioned in paragraph 16.5 a) voluntarily requests reinstatement to his former position, time served in a supervisory position shall be included in his seniority rating.

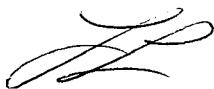
**c)** Such employee promoted to a supervisory position shall forfeit his right to the grievance procedure as outlined in this agreement, should he be subsequently discharged in a position beyond the jurisdiction of this agreement.

**d)** If an employee is promoted to a supervisory position and subsequently the position is abolished, the employee will revert to his former position without loss of seniority. Employees enjoying a leave of absence at the time of the signature of this collective agreement will not lose any of the rights that were previously granted to them.

**16.6** Employees shall be considered to be on a trial basis until they are recorded on the seniority list. After sixty (60) working days from his date of hiring the employee shall be recorded on the seniority list and this as of his date of hiring. If, as a result of sickness or accident, an employee is without work after having been recorded on the seniority list, for the purpose of seniority order, he shall be recorded according to his date of hiring. This provision shall not apply to part-time employees as defined in article 27.1 of this agreement.

**16.7** The employment of an employee will terminate, and he shall lose his seniority status and his name shall be removed from the seniority list for any of the following reasons:

**a)** If the employee voluntarily quits;



- b) If the employee is dismissed and was not reinstated following recourse to the grievance procedure such as provided in this agreement;
- c) If the employee has been laid off, the company shall notify the employee by registered mail, at his last known address, to return to work, and he will be allowed no more than seven (7) consecutive days from the date of the notice to return to work. It will be the employee's responsibility to keep the company informed at all times of his address;
- d) If the employee exceeds the limit of a leave of absence granted to him by the company, without having obtained a written extension of his leave and/o if he takes a job other than what he has declared and accepted when he applied for the leave of absence;
- e) If the employee is laid-off and is not recalled during a period extending beyond twelve (12) consecutive months;
- f) If the employee participates in any manner in an illegal strike, after being warned by the two (2) parties that the strike is illegal;
- g) If the employee is absent from work for more than three (3) consecutive days (excluding cases of illness or injury).

**16.8** When the company requires a medical certificate from an employee, the cost of such certificate will be paid by the company.

**16.9** In a terminal, when the company has two (2) or more shifts, it is understood that normal seniority shall prevail for the day shift, in other words, those with lesser seniority shall be called upon to work the night shift. However, as openings occur, the employee with the most seniority shall choose the shift he prefers as long as his choice is compatible with the requirements of management for maintaining an efficient work force.



**16.10** Seniority lists shall be prepared and posted by the company every three (3) months within each terminal. The company shall also provide each union delegate and union business agent with a sufficient number of copies thereof.

**16.11 Applicable to local drivers and to dockmen**

Any temporary replacement for an absence, illness, work-related accident (under 21 days) or vacation will be allocated by seniority to employees that are not on bid jobs (open board).

In the event of an extended absence, illness or work-related accident (over 21 days), temporary replacements will be posted for a period of seventy-two (72) hours and allocated by seniority to employees that are not on bid jobs (open board).

**16.12 Unpaid leave**

The company agrees to grant an unpaid leave for a firm period of twelve (12) months to an employee that requires doing so; whiling this period, the employee still cumulates his seniority. Notwithstanding the afore-mentioned, the disciplinary file of the employee must be considered, on the day of his return from his unpaid leave, the same as if it was on the day beginning such unpaid leave.

The employee that requires such unpaid leave shall make a written request to his employer, with a copy to the union, at least thirty (30) calendar days in advance, explaining the reasons and giving the date of such request.

In the two (2) weeks following the employee's request, the union and the employer will meet to grant the available periods of leave, in accordance with the seniority and the employee that sees his request accepted shall take his unpaid leave.

The employee that is away on such unpaid leave shall notice his employer, by written notice, at least fifteen (15) calendar days before the end of this period of his intention to



return to work. Failure to comply to this written notice, the employee will be considered as if he had voluntarily resigned.

It is understood that only one employee at the time will be granted with such unpaid leave.

It is understood that an employee will be entitled to only one unpaid leave while the duration of the collective labour agreement.

It is understood that while on unpaid leave, no benefits will be paid for the employee by the company.

## **ARTICLE 17**

### **UNIFORMS**

**17.1** Regular drivers, once they are recorded on the seniority list, may be required to wear the company standard uniform. The company shall assume the total cost of said uniform. If the employee is dismissed or quits his job within ninety (90) days of the date that the uniform was ordered, the employee shall be liable for the total cost of the uniform.

**a)** The uniform includes one (1) jacket, three (3) shirts, one (1) pair of Bermuda shorts, two (2) pairs of pants, as well as one (1) parka for the duration of the agreement. The company cap is optional. The winter parka shall be given the latest before November 1 provided the employee is eligible and has requested the parka in time for November 1 delivery.

**b)** Short-sleeved summer shirts may be purchased instead of the long-sleeved winter shirts at the driver's option.

**c)** Uniforms or parts of uniforms may be replaced if required, but this is limited to one uniform per year.

**d)** Employees shall purchase certified safety shoes and upon receipt submission will be reimbursed to an annual maximum of \$100.00 for each calendar year. The wearing of safety shoes shall be considered mandatory.



e) The Company shall supply work gloves and summer coveralls for all regular dock employees.

**17.2** It is agreed that the company shall provide all the necessary equipment for the protection of employees who handle dangerous materials (rubber suits, safety glasses, cover-alls, etc) shunters, platform employees, drivers and yardmen who are required to work as shunters or yardmen in inclement weather shall be provided with protective clothing.

**17.3** It is understood that the company shall provide winter overall for the warehousemen and such overall shall be replaced, when needed, on presentation of the old overall, and this, once a year.

## **ARTICLE 18**

### **STATUTORY HOLIDAYS PAID**

**18.1** The following days are considered to be paid statutory holidays, whether they occur on a working day or not:

- New Year's Day
- The day after New Year's Day
- Good Friday
- Victoria Day
- St-Jean Baptiste Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve

**18.2** All employees paid on a hourly basis shall be paid the equivalent of eight (8) hours at the appropriate hourly rate, provided that:

- a) They have been employed by the company for at least sixty (60) calendar days, and;

- b) They have not been laid off for a period exceeding thirty (30) calendar days prior to the holiday.

**18.3** First choice to work during a holiday shall be given to the employees with the most seniority. However, they shall have the right to decline to work, provided there is a sufficient number of a qualified junior employee available.

**18.4** Notwithstanding the above provisions, if an hourly-rated employee is required to work on a statutory holiday whichever it may be, he shall be paid on the basis of time and one half his regular rate for the time worked in addition to his statutory holiday pay on the basis and conditions mentioned above, with a minimum five (5) hours call guaranteed.

**18.5** Should the holiday occur during the scheduled vacation of an employee, this employee shall receive compensation for one extra day or shall be given one extra vacation day with pay.

**18.6** In the event that a statutory holiday occurs on a Saturday or a Sunday, the proclaimed day shall be the day off. If no other day has been proclaimed, the employee shall be paid for the statutory holiday in accordance with the above provisions.

**18.7** All employees working on the extended city operation within the week of a statutory holiday and who is eligible for such payment will receive the equivalent of 10 hours of pay for that statutory holiday.

## ARTICLE 19

### VACATION PAID

**19.1** Any employee who, on December 31<sup>st</sup> of the current year, has not completed one (1) year of service, shall be paid four percent (4%) of his total earnings from his service date, and granted the equivalent amount of time off, based on his regular wages. This vacation time shall be taken in the subsequent calendar year.

**19.2** Any employee who has completed one (1) year of service shall be granted two (2) weeks of paid vacation calculated on



the basis of four percent (4%) of his total earnings during the period extending from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year.

**19.3** Any employee who has completed five (5) years or more of continuous service with the company shall be granted three (3) weeks of paid vacation calculated on the basis of six percent (6%) of his total earnings during the period extending from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year. If an employee did not complete his fifth (5<sup>th</sup>) year when he goes on vacation, his pay for the third (3<sup>rd</sup>) week will be held until he reaches the anniversary of employment.

**19.4** Any employee who has completed ten (10) years or more of continuous service with the company shall be granted four (4) weeks of paid vacation calculated on the basis of eight percent (8%) of his total earnings during the period extending from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year. If an employee did not complete his tenth (10<sup>th</sup>) year when he goes on vacation, his pay for the fourth (4<sup>th</sup>) week will be held until he reaches the anniversary of employment.

**19.5** Any employee who has completed fifteen (15) or more years of continuous service with the company will be given five (5) weeks of paid vacation, calculated on the basis of ten percent (10%) of his total earnings for the period extending from January 1 to December 31 of the previous year. If an employee has not completed his fifteenth (15<sup>th</sup>) year at the time of the vacation, his salary for the fifth (5<sup>th</sup>) week will be held back until the date of his employment anniversary.

**19.6** Any employee who has completed twenty-five (25) years or more of continuous service with the company shall be granted six (6) weeks of paid vacation calculated on the basis of twelve percent (12%) of his total earnings during the period extending from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous year. If an employee did not complete his twenty-fifth (25<sup>th</sup>) year when he goes on vacation, his pay for the sixth (6<sup>th</sup>) week will be held until he reaches the anniversary of employment.

**19.7** Vacation pay for those enjoying two (2), three (3), four (4), five (5) and six (6) weeks' vacation with pay shall be

calculated at the respective rates of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) and twelve percent (12%) for their total earnings during the period from January 1<sup>st</sup> of the previous year to December 31<sup>st</sup> of the previous year.

**19.8** The choice of vacation periods shall be according to seniority within each department and the company guarantees who wish to take their vacation during the months of May, June, July, August and September will be able to do so. This, however, does not require employees to take their vacation during this period. Employees who choose to take their vacation outside the summer months may do so in accordance with their seniority within their department. It will be the company's responsibility to post a list, on April 1<sup>st</sup> of each year, on which the employees may make their choice of vacation and the final vacation schedule will be posted by the company at the latest May 1<sup>st</sup> of each year. In the event the employee does not schedule his vacation in the determined period, he will not use his seniority to ask for his vacation period, he shall accept the available period. The summer vacation period shall include the months of May, June, July, August and September inclusively.

All vacations will need to be taken from April 1<sup>st</sup> of the current year and before March 31<sup>st</sup> of the following year.

**a)** Employees entitled to more than three (3) weeks of vacation and who wish to take their vacation during the summer months will be restricted to three (3) weeks during the recognized summer vacation period.

For a period of one week after April 15, employees may submit a written request asking for a fourth or fifth week of vacation, to be taken during the summer period. These weeks of vacation may be allocated in accordance with the percentages for the summer period and by seniority. All vacation periods requested after the aforementioned week will be granted on a first-come first-served basis, in accordance with the percentage that is applicable to each department.

**b)** Employees must take their vacation within the year in which they qualify for such vacation. The vacation period will start on completion of employee's normal workweek and end



on the first day of his normal workweek on the completion of his vacation. This does not include a general holiday.

c) Fifteen percent (15%) of drivers including the union delegate may take their vacation at any one time.

Fifteen percent (15%) of extended drivers including the union delegate may take their vacation at any one time.

d) A percentage of 15 percent of the warehousemen shall be entitled to take their vacations simultaneously.

e) Vacation pay and Statutory Holiday pay will be considered as earnings.

**19.9** All vacation pays will be remitted to the employee, as continuous pay, and this, by a bank deposit of his regular pay.

**19.10** Employees who have been on call or who have received compensation from the Commission de la Santé et sécurité du travail (CSST) or from a group insurance plan during the reference period used to calculate vacation earnings, will not be obligated to take the number of weeks to which they are entitled, but only as prorated with the cumulated earnings (by section of \$500.00) being equivalent to one week during the reference period, and so long as the employee has taken this into account when selecting his vacation period, as set out in article 18.6 c).

## **ARTICLE 20**

### **HOURS OF WORK FOR HOURLY RATED EMPLOYEES**

**20.1** The regular work week for all hourly rated employees shall not exceed forty (40) hours, and the regular work day shall not exceed eight (8) hours. Any work performed after the eight (8) of any given day, or beyond the forty (40) hours of any work week, shall be paid at the rate of time and one half (1½) the employees regular rate of pay. Notwithstanding the foregoing, it shall not be construed as a guarantee by the company to provide the employees with a forty (40) hour work week.

**20.2** Any employee who is required to report to work on a Saturday shall be paid at the time and one half (1½) his regular rate of pay, with a guaranteed minimum of five (5) hours. The regular Friday night shift, which is the fifth (5<sup>th</sup>) shift of the week, will not be subject to the time and one half conditions for the hours worked on Saturday, which hours represent the balance of regular hours of his shift.

**20.3** Except when an Act of God prevents the normal operations, all hourly-rated employees covered by this agreement shall receive a minimum of eight (8) hours pay at their regular wage rate each time they report to work, unless they are notified by the company or its representative or by written notice posted at least one (1) hour before the end of their previous normal shift to the effect that they are not to report to work.


**20.4** All recalls to work which require employees to work more than eight (8) hours within a twenty-four (24) period shall be paid at time and one half the employee's regular rate of pay. There will be a guaranteed minimum of five (5) hours paid. Any change in the regular starting time of a shift shall not be considered as a recall to work.

**20.5** In conformity with the Law, the necessary time, without loss of pay, shall be granted to employees having the right to vote, in order to permit them to exercise their right to vote at municipal, provincial or federal elections.

**20.6** It shall be the company's jurisdictions to determine the shift or shifts as well as their duration depending on the case, in accordance with article 20. The normal day shift shall not begin before 6:00 A.M. and no later than 6:00 P.M. If a day shift starts before 6:00 A.M., the work performed before 6:00 A.M. shall be paid at time and one half (1½).

**20.7 Rest periods**

Hourly-paid employees shall be allowed a rest period of ten (10) minutes during the first half of their shift and another ten (10) minute period during the second half of their shift, and



this without loss of pay; moreover, an additional ten (10) minute rest period shall be allowed to employees who are required to work overtime, after the end of their regular shift and before the beginning of overtime. An additional ten (10) minute rest period shall be allowed to employees after a minimum of one and one half (1½) hour of overtime has been worked.

## **20.8 Meal time**

No hourly-paid employee shall take nor be compelled to take more than one (1) continuous hour per meal; however, in the event that a continuous one hour break causes additional waiting time, the company may instruct the employee to take not less than thirty (30) minutes.

No employee shall be compelled to take his meal before having completed three (3) hours of service or after having completed six (6) hours of service.

**20.9** The parties hereby agree that by exception to the rule established in Article 20, and notwithstanding any other provisions of the Collective Agreement, the following conditions shall apply to the modified workweek for designated positions:

- These provisions shall apply to the positions as designated by the Company and any replacement employees as designated by the Company.
- The positions shall be posted for the seniority group to bid on, on the 1<sup>st</sup> of February of every year, and applications shall be implemented for the first Monday closest to February 15. The positions shall be awarded by seniority. Those employees who are awarded a position shall remain attached to the said position until the next call for bids the following year.
- For the new team(s), the normal schedule will be four (4) working days per week of up to ten (10) hours.

- Employees working four (4) consecutive days shall be given three (3) consecutive days off. Where the four (4) day work week is split the employee shall receive two (2) consecutive days off.
- Overtime shall only be paid if the employee working such a schedule works more than forty (40) regular hours in a week or ten (10) hours per day. Overtime provisions as outlined in article 21 shall not apply.
- Employees working such a schedule shall be entitled to ten (10) hours pay for general holidays and bereavement leave if so entitled.
- The Company reserves the right to terminate this arrangement as operational or service requirements dictate.
- Those employees on the seniority list as of the date of ratification of this agreement shall not be forced to accept a four (4) ten (10) hour shift.

Notwithstanding the above, the following conditions shall apply to scheduled work on Saturday and Sunday.

- Employees regularly scheduled to work on a Saturday and/or a Sunday shall be paid at the regular hourly rate of pay for the first eight (8) hours worked.
- Regular rates of pay shall apply regardless of the start time or day of the week that the employee's regular schedule begins.

## **ARTICLE 21**

### **OVERTIME**

**21.1 a)** Where it is not otherwise specified in this agreement, any driver and/or shunter who is required to report to work on Sunday shall be paid double of his regular rate of



pay, with a minimum of five (5) hours, and this paid overtime shall apply for Sunday work from 12:00 PM., Saturday to 11:59 PM Sunday.

Any dockworker who is required to report to work on Sunday shall be paid time and one half of his regular rate of pay, with a minimum of five (5) hours, and this paid overtime shall apply for Sunday work from 12:00 PM Saturday to 11:59 PM Sunday.

b) Notwithstanding the foregoing, regular time and not overtime shall apply during a regular shift that start is at 8:00 PM or later on Sunday evening; however, the sixth (6<sup>th</sup>) day, which in this case will be Friday, shall be paid at time and half (1½) for the employees who started their work on Sunday evening.

**21.2** Seniority shall prevail in the allocation of overtime work. However, if the senior employees refuse the overtime work, the reverse order of seniority shall apply.

**21.3** An highway driver performing a combination of hourly and mileage rated work shall be paid at the driver's overtime rate; for all time worked in excess of ten (10) hours per day or sixty (60) hours per week. All time worked at the hourly and/or mileage rate shall include all time from punch-in to punch-out except time taken for meal periods. While driving after ten (10) hours in a day, regular mileage rate plus half of the hourly rate will apply.

**21.4** In the highway drivers, all time worked on a general holiday shall be paid at the rate of mileage + ½ of the regular hourly rate applicable in addition to ten (10) hours statutory holiday pay.

## **ARTICLE 22**

### **RATES APPLICABLE TO TEMPORARY WORK**

**22.1** Employees temporarily assigned to jobs other than their regular job and for which the rate of pay is higher, shall be paid the higher rate of pay while performing the temporary job.

However, no reduction in their rates of pay shall be made when temporarily assigned to a job with a lesser rate of pay.

## ARTICLE 23

### INSURANCE PLAN

**23.1** It is agreed that the group insurance plan is effective for the duration of the agreement.

**23.2** Insurance coverage is established under the policies issued to the union, according to the arrangements made with the group insurance pool of Teamsters Québec – Local 106 and Local 1999.

**23.3** During the term of this agreement, if the premium of the insurance plan would increase, the employer will take up to a maximum of ten dollars (\$10.00) per month and per year of the collective labour agreement. Any exceeding amount of ten dollars (\$10.00) per month and per year will be at the charge of the employees.

	<b>June 1<sup>st</sup> 2016 75% - 25%</b>	<b>April 1<sup>st</sup> 2017 100%</b>
<b>Family coverage (tx included)</b>	<b>Employer : \$422.04</b>	<b>100% of the premium, according article 23.3.</b>
	<b>Employee : \$140.68</b>	
<b>Individual coverage (tx included)</b>	<b>Employer : \$297.02</b>	
	<b>Employee : \$ 99.01</b>	

**23.4** The employer agrees to deduct the amount required under article 23.3 from the employee's salary.

**23.5** Government taxes that apply to group insurance premiums must be absorbed by the payers of the premium, proportionally to the amounts set out in article 23.3.

**23.6** The admissibility is as follows:

- a) Is employed by the employer on a permanent, full-time basis;

- b) At the end of the probation period of sixty (60) days effectively worked or on the first day of the month following the completion of three (3) months of continuous employment, whichever occurs first.

Participation in the group insurance plan is compulsory for all eligible employees who are part of this collective agreement.

When an employee is eligible for the insurance, he must meet the requirements of each of the benefits.

**23.7** The premium is payable as follows:

- a) The employer contributes the full monthly amount for employees who have worked at least one (1) day in the month for the employer and at least sixty-four (64) hours in the preceding four (4) weeks.
- b) The employees contribute the amount of premium required for one week if he has worked for the employer at least one (1) day in the week. The agreed-upon meaning for "week" is one period of seven (7) calendar days.
- c) During a period of paid vacation.
- d) For any employee who is unable to work due to work-related illness or accident or non-work-related illness or accident, and for a maximum period of twenty-four (24) months, the employer must pay the employee's share as though he had worked. The employee must repay his share to the employer as though he had worked. However, the employer is required to pay its monthly share of the premium, so long as the employee complies with the foregoing. If the employee fails to pay for more than one (1) month, the employer will send the



employee a written notice stating that if the aforementioned payment is not received within a period of thirty (30) days from the reception date, then the employee's insurance will be terminated and the employer will be relieved of its obligation to pay the premium.

**23.8** The employer agrees to remit the monthly insurance premium before the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made.

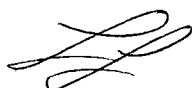
**23.9** A late-payment charge of two percent (2%) per month (or 26.8% per annum) is applicable to any amount that is unpaid within the timeframe set out in the previous paragraph.

**23.10** If the employer fails to remit the premium in accordance with article 23.8, it will be advised by the union via registered or certified mail of its failure to act. Unless the employer complies within fourteen (14) days of receiving such a notice, it will be responsible for all benefits and medical expenses covered by the aforesaid plan that is in effect at that time, for all employees whose premiums were not paid.

**23.11** If the employer fails to remit the insurance premiums and/or to insure new employees in a timely manner and if, as a result, an employee is deprived of insurance benefits when he incurs a loss resulting in a claim; the employer may be held responsible for the claim and must pay for it.

**23.12** It is the employee's responsibility, upon termination of employment or guarantee, to submit a request, if he so desires, to transfer his life insurance into an individual policy, at his own cost. A written request to that effect, accompanied by the premium, must be received by the insurer in the thirty-one (31) calendar days following the termination date.

**23.13** It is the employer's responsibility to apply for the Premium Reduction Program with Human Resources Development Canada, to determine the potential eligibility for the premium reduction, as per the legal requirements.



**23.14** The employer undertakes to send five-twelfths (5/12) of the premium reduction provided by the registration program for salary insurance, for each year of eligibility that falls within the period of the collective agreement.

**23.15** Clerical administration is absorbed by the employer, and the employer may not be held responsible in the event of clerical error.

**23.16** The employer undertakes to advise the plan administrator as soon as an employee is not actively working.

## **ARTICLE 24**

### **HOURLY WAGE RATES**

**24.1** The following wage rates will be paid to probation employees after three (3) months of employment:

Wage freeze for the years 2016 and 2017.

April 1, 2018: Increase regular full time driver and dock rate \$.55 per hour.

Increase extended city mileage rate \$.0125 per mile.

April 1, 2019: Increase regular full time driver and dock rate \$.65 per hour.

Increase extended city mileage rate \$.0147 per mile.

April 1, 2020: Increase regular full time driver and dock rate \$.65 per hour.

Increase extended city mileage rate \$.0147 per mile.

Part-time employees will receive an hourly rate of \$16.00 for the duration of the agreement.



**24.2** A "lead-hand" is defined as a person who may perform work and direct the work of other people within the dock department only, and he shall be a member of the union. He shall not have the authority to hire, dismiss or penalize. He may transmit operational instructions for management to employees outside the dock department only when he is working at the terminal. When a lead-hand is required to drive or to perform overtime, he can only, benefit from work preference in accordance with his seniority and qualifications, such as described in article 20, and he shall not suffer the lose of lead-hand premium. A lead-hand shall not enjoy preferential treatment as to the choice of work, overtime and lay-offs, and if he is subject to a lay-off, he will be laid off in accordance with his terminal seniority regardless of his qualifications.

**24.3** When a lead-hand is nominated by management, a bid will be posted and the lead-hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of Management, provided that when qualifications are equal the preference will be given to the employee with the most seniority.

It is understood that the lead-hand premium will be twenty-five (\$0.25) cents per hour in addition to the regular rate applicable for a checker.

**24.4** Employees working on the night shift shall be entitled to a shift premium of forty (\$0.40) cents per hour in addition to their regular hourly rate for all hours worked between 7:00 PM to 6:00 AM.

**24.5** Part-time helpers, casual helpers and students shall be paid \$16.00 for the duration of this agreement.

**24.6** Working conditions and hourly wage rates for employees with less than one (1) year of seniority (for employees hired after the ratification date)

Rate at hiring	Based on regular hourly rate less 10%
Rate after one year	Full regular hourly rate



## **Working conditions**

The following working conditions apply to all employees concerned by articles 18, 21.2 a), 24.1, 24.3, and 30:

At hiring

(according to Federal code:) 9 holidays  
New Year's Day  
Day after New Year's Day  
Good Friday  
Victoria Day  
St Jean-Baptiste Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day

After one year: As per Article 18 (Statutory holidays)

When a statutory holiday listed in article 18 of this agreement is not mentioned in this article, the employees concerned by the present article shall be considered as laid off.

## **ARTICLE 25**

### **MAINTENANCE OF PRIVILEGES**

**25.1** Any employee presently being paid at a rate higher than the one mentioned in the agreement will not suffer a decrease through the signing of this agreement and the company may at its discretion pay an employee at a higher rate than his classification calls for.

## **ARTICLE 26**

### **PART-TIME HELP**

**26.1** The company agrees that where it is necessary to use part-time help to supplement the normal work force during peak periods, the following conditions shall apply:

- a) The company shall deduct from all part-time help, as of their first pay and each month thereafter, an amount equal to the union dues and such money shall be forwarded to the local union as outlined in article 5, together with a list of names of those for whom such money was remitted.
- b) When the hours worked by a part-time employee exceed thirty (30) hours in any week, such a person shall be considered as a probationary employee and the conditions of this agreement shall apply. When a regular employee is absent because of illness, work accident, etc..., the company can have a part-time help working for forty (40) hours weekly as a replacement for the absent regular employee, but this period exceeding thirty (30) hours will never be considered like being exceeding hours allowing him to obtain a probationary period.
- c) The company agrees not to use successive groups of part-time employees in the place of regular employees and nothing in this article will be used to stop the hiring of regular employees, provided that such employees are available.
- d) Laid-off employees shall be given the first opportunity for part-time work; the daily call-in guarantee does not apply.
- e) In the event that such an employee is called in and reports for work, he shall be entitled to the minimum guarantee of four (4) hours of work, and if he works for more than four (4) hours, he shall have the minimum guarantee of six (6) hours of work; if the employee works more than six (6) hours, he shall have the minimum guarantee of eight (8) hours of work. For such employees, a rest period of eight (8) hours between shifts is compulsory and the employees shall not have to work more than one shift per twenty-four (24) hour period. In the event that all regular employees



have been called for the available work and that more workers are needed, part-time employees may fill the remaining jobs. However, part-time employees working on the same shift as employees on call shall be the first to be dismissed as the need for workers decreases.

- f) The company agrees that if new or additional part-time help is required, it shall advise the union. In the event that the union is unable to supply qualified personnel, the company shall obtain such help from whatever available sources.
- g) Part-time help, excluding laid-off regular employees, shall receive 16.00\$ per hour, as stipulated in article 24.5, but shall not otherwise be covered by the terms of this agreement.
- h) Part-time help shall not be assigned to a shift or on a starting time in a way that would deprive regular employees of their normal working hours.
- i) If the local union establishes that part-time help is being used where a regular employee could be gainfully employed, the company shall replace such part-time employees with one or more regular probationary employees.
- j) If the union believes that there is a violation of the intent in the application of the above clauses, the company and the union shall meet to discuss the problem. If the parties cannot reach an amicable solution, the grievance shall be submitted to arbitration, as provided in article 7.

## **26.2 Students**

Students may be hired on a continuous basis during the summer months, May 1<sup>st</sup> to September 30<sup>th</sup>, and shall be governed by the pay regulations in this present agreement. They shall pay as contribution to the local union, an amount equal to the union monthly dues, which will be deducted on their



earnings but no other provisions of this agreement will apply. They shall not, in any case, interfere with the seniority rights of full-time employees. When remitting the monthly dues, the company shall indicate on the list the names of those employees as students.

## **ARTICLE 27**

### **CASUAL HELP**

**27.1** Casual help differs from part-time help and may be provided from any source to replace regular employees who are not available to work or if there is an abnormal increase of transportation on any day, but should never be used in a way that it may hinder the hiring of full-time regular employees or to prejudice against the intent of the clause concerning part-time help. The provisions governing part-time help shall not apply to casual help.

## **ARTICLE 28**

### **GENERAL WORKING CONDITIONS**

**28.1** All hourly rated employees covered by this agreement shall be paid their regular rates from the time they report for duty as requested by the company.

**28.2** All employees covered by this agreement shall punch their cards indicating the starting and quitting time themselves and only under exceptional circumstances shall foremen or other company representatives will be authorized to punch for them.

**28.3** All employees whose work is not part of the bargaining unit shall not perform the work coming within the scope of this agreement, except in the case of an emergency, when the work needs to be performed and there are no qualified employees available to do it.

**28.4** Any company that employs at its service three (3) people or more shall have a punch clock.



**28.5** The company agrees to provide lunchrooms and clean washrooms, sanitary and adequate and these rooms will be provided with fire exits as required by law. Furthermore, adequate heat shall be maintained. Employees who fail to cooperate in keeping the premises clean shall be subject to disciplinary actions – under rules and regulations.

**28.6** In the case of death in the immediate family (father, mother, spouse, son, daughter, sister, brother, grand-parents, grandchildren, step-parents, mother-in-law, father-in-law, sister-in-law, brother-in-law, co-habitee), an employee will be granted the necessary time to attend the funeral and will be paid for such time granted up to a maximum of three (3) days at his appropriate rate providing that the period between the day of the death and the funeral day occurs on working days. For long-haul drivers, Saturdays and Sundays are also considered working days. If more time is required for any reasons relating to the death, a leave of absence will be granted. The above list of immediate family does not include the grandparents of the spouse or common law spouse.

**28.7** Upon request receipts shall be given to employees when they return monies to the company.

**28.8** Should the company require any employees to give a surety bond; the premium involved shall be paid by the company. The primary obligation to procure the bond shall be on the company. If the company cannot arrange for a bond for an employee within forty-five (45) working days, they must so notify the employee in writing. Happening that the employees not notified by the company, the latter shall be relieved of the bonding requirement. If the proper notice is given, the employee shall be allowed thirty (30) working days from the date of such notice to make his own bonding arrangements; only the standard premium shall be paid by the company. The standard premium is the premium paid by the company for any other bonds paid for employees in similar classification. Any surplus of the premium is to be paid by the employee.

**28.9** The employees shall be paid at their prevailing hourly rate when they are compelled to attend company's meetings.

**28.10** If the company requires an employee to take further training, such employee will be paid for all time spent in training.

**28.11** The company shall supply safe loading plates, on the dock.

**28.12** No employee shall be compelled to operate unsafe freight handling equipment or any equipment with which he is unfamiliar.

**28.13** No employee shall be penalized if he refuses to work under the conditions which make his work hazardous or under conditions contravening the laws of the Canada Labour Safety Code.

**28.14 Representation in court as witness**

If an employee is called and required to serve on jury duty or as a Crown witness or in any trial concerning the employer, on his normal working day, the company agrees to pay eight (8) hours per day at the regular hourly rate for hourly rated employees less the amount received for jury duty or Crown witness.

**28.15 Letter of reference upon termination**

When an employee terminates his employment for whatever reasons, the employer undertakes, if satisfied with the employee's performance if the employee requests it, to give him a letter of reference worded in such a way that it will help the employee in finding himself another job with another employer.

**28.16** Long-haul drivers shall not be used for pick-up and delivery of freight in the City of Montreal, as this would deprive regular drivers from working their normal hours. Long-haul drivers shall only be used in cases of emergency.

**28.17** At the end of their assignment, the drivers at their home base terminal will be unavailable until they have been off-duty for a period of ten (10) hours, including two (2) hours for traveling round trip from work. Each driver upon being contacted by the company shall be advised of his starting time.



No driver will be denied a dispatch for the sake of fifteen (15) minutes, one quarter (1/4) hour tolerance.

### **28.18 Foreign terminal dispatch**

Long-haul drivers who are forced to make justified detours will be paid for any additional mileage.

#### **a) Layover**

The highway drivers required to layover at a foreign terminal shall not be dispatched until they have been off for ten (10) hours. All hours held over ten (10) hours will be paid at the regular rate.

Drivers who are required to layover and sleep away from home in the cab of the vehicle will receive a non taxable allowance of twenty dollars Canadian (\$20.00) as reimbursement for lodging expenses, after layover of ten (10) hours according to laws and regulations. Drivers who are required to layover and sleep away from home but are put into a hotel will receive a non taxable allowance of twelve dollars Canadian (\$12.00) as reimbursement for lodging expenses, after layover of ten (10) hours according to laws and regulations.

#### **b) Reporting to work**

Such extended city drivers shall be allowed one (1) hour without pay to report for work except where the location of their sleeping quarters makes it necessary to take longer at no time to exceed two (2) hours.

If a senior man passes a dispatch, he cannot exercise his seniority to be dispatched to the same location for a minimum of eight (8) hours.

#### **c) Dispatch rules**

Drivers who have been laid over in foreign terminals shall be dispatched in accordance with the following rule:



Drivers who are available for duty will be given preference on return dispatches to their home terminals based on their Extended City Seniority.

## **ARTICLE 29**

### **RULES AND REGULATIONS**

**29.1** The rules and regulations as described in Appendix "A", will remain in effect since the date of signature of this agreement, will remain in force and any changes thereon shall be discussed and mutually agreed by the parties.

## **ARTICLE 30**

### **COST OF LIVING**

**30.1** It is understood that at the end of each year a verification of the Consumer Price Index will be done. Should the index increase by more than five (5%) percent, the parties will meet to discuss the situation.

## **ARTICLE 31**

### **PENSION PLAN**

**31.1** The Company and the employees agree to make monthly contributions to an employee pension fund handled by Joint Trustees and administered by a Trust Company, for each eligible employee covered by this agreement following the probationary period and in accordance with the following schedule:

Starting April 1, 2016, the monthly contributions of the employer and for eligible employee is \$286.00.

Starting April 1, 2016, the monthly contribution of the employee is \$169.00.

\* Contributions from the employees will be deducted from their pay on a bi-weekly basis over twenty-six (26) pay per year.



To be eligible, the employee must:

- a) Have been at the service of the Company for a period of sixty (60) working days;
- b) Not have been laid off for more than thirty (30) calendar days;
- c) To have worked one day in a month to be eligible for a month.

The Company and the Union agree that the required contributions shall be paid to the Teamsters Canadian Pension Plan – Local 106 and Local 1999 Miscellaneous Industries Division (called the Plan hereafter). The Company and the Union agree to be bound by an amendment to the Trust deed, thereby giving the trustees of the Teamsters and the Teamsters Canadian Pension Plan – Local 106 and Local 1999 Miscellaneous Industries Division (called the Plan hereafter), the authority and obligation to deal with the Company or the Union who is late in remitting or fails to remit the employee's and employer's contribution to the aforementioned fund, as required by the Collective Agreement. The administrative committee of the plan will determine the percentage applicable on unpaid amounts in accordance to the prescribed delay stipulated in the precedent paragraph.

It is understood that the Quebec Pension Plan will be in addition to the Teamsters Canadian Pension Plan – Local 106 and Local 1999 Miscellaneous Industries Division (called the Plan hereafter).

### **31.2 Fonds de solidarité**

#### **Minimal clause**

#### **Pay deductions with immediate tax reduction**

- a) The employer agrees to work with the union in order to permit the employees that want to subscribe with the salary remittance to Le Fonds de Solidarité du Québec.



b) Without any concerns to the number of employees that are making the request, the employer agrees to deduct on the pay of each employee who sign the form, the indicated amount by the employee for the length of time, until further notice.

c) An employee can at all times, modify the amount or cease to subscribe by writing directly to the employer and the employer agrees to send copy to Le Fonds.

d) Both parties agree, in accordance to the Provincial and federal tax laws, it will be possible for the employee which made this request to have an immediate tax reduction when participating at Le Fonds de Solidarité du Québec by salary remittance.

e) The employer agrees to follow the procedures of remittance to Le Fonds and also agrees to send, by cheque, at Le Fonds every month at the latest on the 15<sup>th</sup> of the month following the deductions, those amounts as described in article 2; this remittance should be accompanied by a statement of account supplied by Le Fonds, indicating the name, social insurance number of each employee and the amount deducted for each one. The employer will send a copy of the remittance, monthly to the designated person at the union.

## ARTICLE 32

### EQUIPMENT RENTAL AND SUB-CONTRACT

**32.1** The employer will not rent nor hire any equipment from other sources to accomplish the delivery or pick-up of merchandise except if all available and usable company's equipment is already used. If the preceding conditions apply and the employer rents or hires equipment, such equipment shall, in all cases, be operated by the company's employees, when used during the regular working hours. Failure to comply with the conditions stipulated in the present article, i.e. that the company do not rent equipment for its driver, such driver shall receive its daily guarantee.



**32.2 a)** The employer agrees not to give to any sub-contractors the pick-up and delivery operations in a manner that would deprive the available hourly rated regular employees of accomplishing their regular working hours.

**b)** The employer will give the pick-up and delivery operations to sub-contractors only after having given to all the available employees the opportunity to accomplish their regular working hours.

**32.3** When the employer needs the services of a sub-contractor to accomplish an overage of work in deliveries or pick-ups, he must, at all times, for the terminal departure hours, give the opportunity to the employees covered by the present collective agreement; except for the afternoon operational needs that requires regular unionized employees.

### **ARTICLE 33**

#### **EMPLOYER/EMPLOYEE RELATIONS**

**33.1** Except in emergency cases or if there is no qualified employee on the seniority list to accomplish the work, all work covered by the accreditation certificate must be, under all circumstances, done by an employee covered by the present collective agreement. Such employee must, in all cases, work directly for the employer and this, without any intermediary such as: (ex. Employment agency, employee rental agency and all numerical companies, etc.). If the company requires services from employment agency, these employees will not accomplish more than twenty-five (25) hours weekly.

### **ARTICLE 34**

#### **TYPING, PRINTING AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT**

**34.1** The typing and printing into booklets of the present collective labour agreement will be the union's responsibility, but will be charged to the employer; the latter will distribute the



said booklets to its employees during the week following their delivery.

**ARTICLE 35**

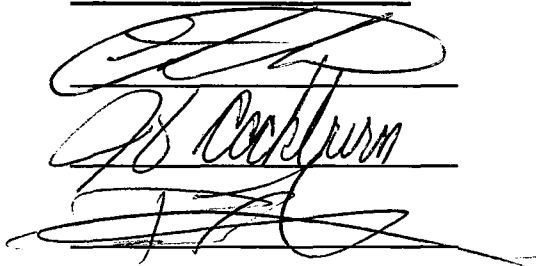
**DURATION**

**35.1** This agreement shall be effective and shall be binding the parties starting as of April 1<sup>st</sup> 2016 until March 31<sup>st</sup> 2021, and shall continue year after year unless written notice of termination is given by one or the other party, by registered mail, within sixty (60) days before the expiry date of the agreement. In which case, one or the other party may, by a twenty (20) day written notice, request that the other party start negotiations for renewal of the agreement within the said period, and the two (2) notices shall contain a detailed list of all requested changes, and only those changes shall be considered, all the other provisions shall remain as described in the present.

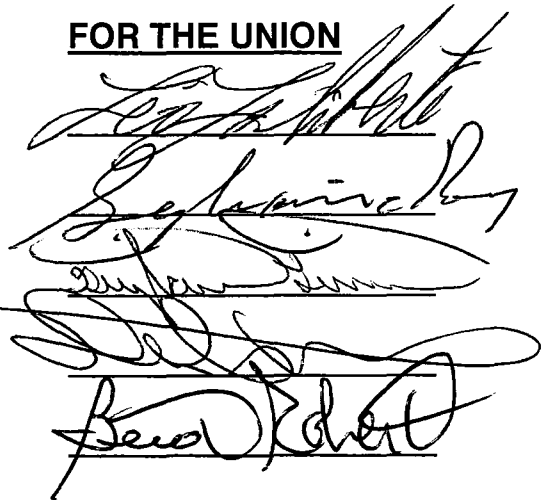
**35.2** During negotiations for renewal, the present agreement will remain in force until a new agreement is signed.

**IN WITNESS THEREOF, the parties have signed on this August 23<sup>th</sup> 2016.**

**FOR THE COMPANY**



**FOR THE UNION**



## APPENDIX "A"

Appendix "A" is an integral part of the present collective labour agreement.

### RULES AND REGULATIONS

#### **1- Preamble**

a) All infractions to rules and regulations shall be removed from the employee disciplinary record after two (2) years, except for safety violations. Safety violations will also be removed from the employee's disciplinary record providing the employee has had no discipline for safety violations within that two (2) years period.

Happening that an employee has no disciplinary notice in his file during a complete year, all previous disciplinary notice shall not be held against the employee, except for safety violations what will be treated as noted above.

b) The following rules and directives, as well as the sanctions provided in the cases of infraction have the approbation of your company and your union, in order that each employee may know what the company requires from him with respect to his general conduct, his behavior and his work efficiency.

c) Penalties and reprimands shall be issued to the employee with a copy to the union, within five (5) days, (Saturdays, Sundays and Statutory Holidays excluded) from the time the infraction became known. Suspension, when issued, shall be enforced within thirty (30) calendar days from the date of infraction.

All correspondence in relation to disciplinary measures shall be written in French and as soon as possible in English, and a copy shall be given to the union delegate.

d) An employee will not be discharged due to the fact that he lost his driver's license. The union and the company will meet to discuss the transfer of such an employee, and no other

employee will be laid off due to that transfer; the employee concerned will be placed at the bottom of the seniority list in that department, for purpose of work preference and lay-offs. If the employee recovers his license, he will resume his former position.

e) All infractions to the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the driver, except for cases which are by their nature, the responsibility of the company.

## 2- Accidents

a) Accidents for which the employee is at fault or for which his actions or lack of action are a contributory factor, will result in a disciplinary action which may range from reprimand to dismissal, according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents.

b) Failure to report all accidents, as soon as possible:

1<sup>st</sup> offence:            Subject to dismissal

c) A suspension for the purpose to investigate an accident shall not exceed five (5) days (Saturdays, Sundays and Statutory Holidays excluded). The employee shall be paid for all time lost during the investigation if should he is declared not responsible of the accident.

## 3- Equipment

a) Tampering with or interfering with the normal operation of the tachometer, speedometer or other safety devices:

1<sup>st</sup> offence:            1 week off  
2<sup>nd</sup> offence:            Subject to dismissal



**b) Excessive idling of equipment:**

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

**c) Failure to properly hook up units, ensure that the safety pin is engaged and trailer dollies are fully raised:**

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: Subject to dismissal

**d) 1) Failure to ensure that power equipment is properly serviced for fuel, oil and that all pressures are checked where and when required by the company:**

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 1 day off  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: Subject to dismissal

**2) If engine damage results:**

1<sup>st</sup> offence: Subject to dismissal

**e) Failure to properly cover cargo and equipment:**

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 1 day off  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: Subject to dismissal

**f) Failure to keep interior of cab clean:**

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 1 day off  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: Subject to dismissal



**g)** Failure to report promptly, in writing, all mechanical defects, when known:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: Subject to dismissal

**h)** Use of company vehicle without authorization:

1<sup>st</sup> offence: Subject to dismissal

**i)** Mishandling or abuse of company equipment or property (excluding cargo):

1<sup>st</sup> offence: Reprimand to 1 week off  
2<sup>nd</sup> offence: Subject to dismissal

#### **4- Conduct and behavior**

**a) 1)** Consuming alcohol or other illegal stimulants, while on duty or on company's property:

1<sup>st</sup> offence: Subject to dismissal

**2)** Possession of alcohol or other illegal stimulants, while on duty or on company's property:

1<sup>st</sup> offence: Subject to dismissal

**b)** Reporting for duty or back to duty while under the influence of alcohol or other illegal stimulants:

1<sup>st</sup> offence: Subject to dismissal

**c)** Theft, dishonesty or willful damages:

1<sup>st</sup> offence: Subject to dismissal



**d)** Discourtesy to a customer or the general public (subject to investigation):

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 2 days off  
3<sup>rd</sup> offence: Subject to dismissal

**e) 1)** Failure to obey instructions issued by authorized personnel (names of authorized personnel will be posted):

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 1 day off  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: Subject to dismissal

**2)** Deliberate disobedience of such instructions (from authorized personnel):

1<sup>st</sup> offence: Subject to dismissal

**f) 1)** Failure to make proper collections:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

**2)** Failure to remit all collections:

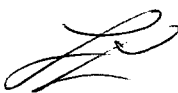
1<sup>st</sup> offence: Subject to dismissal

**g)** Mishandling of freight:

1<sup>st</sup> offence: Reprimand to 1 week off  
2<sup>nd</sup> offence: Subject to dismissal

**h)** Failure to pick-up waybills before leaving the terminal or failure to turn them in when returning;

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 2 days off



3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

**i)** Conviction for careless driving charges under the Criminal Code pertaining to the operation of a company vehicle:

1<sup>st</sup> offence: Subject to dismissal

**j)** Failure to keep a clean and presentable appearance:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 2 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

**k)** Failure to properly count freight:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 1 day off  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: 1 week off  
5<sup>th</sup> offence: Subject to dismissal

**l)** Failure to properly load, unload, deliver or pick-up freight:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: Subject to dismissal

**m)** Failure to report overages, shortages and damages (O.S&D.) in accordance with company instructions:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 2 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal



n) Disposing refuses in areas or locations other than those provided for:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 2 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

o) Remain on company's premises without reasonable explanation, after completion of shift:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 2 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

## 5- Reports

a) Intentionally punching another employee's time card:

1<sup>st</sup> offence: Subject to dismissal

b) Deliberate falsification of time card, trip sheet or other company records:

1<sup>st</sup> offence: Subject to dismissal

c) Failure to report to dispatch at specified times while on duty and when required to do so:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: Subject to dismissal

## 6- Driving Behaviour

a) Failure to follow itinerary as designated or instructed:

1<sup>st</sup> offence: Subject to dismissal

b) Driving in excess of the speed limit, such as posted by the company:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 1 day off  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: Subject to dismissal

c) Unnecessary delays while operating a vehicle or failure to maintain schedule as posted:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

d) Deliberate tailgating:

1<sup>st</sup> offence: Reprimand to 1 week off  
2<sup>nd</sup> offence: Subject to dismissal

e) Carrying of unauthorized passengers:

1<sup>st</sup> offence: Subject to dismissal

## 7- Attendance

a) Booking off duty without permission (highway):

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: 1 week off  
4<sup>th</sup> offence: Subject to dismissal

b) Failure to notify the company, at least one (1) hour before regular starting time, when unable to report to work:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: Reprimand  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: Subject to dismissal



c) Leaving work before completion of his shift:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 3 days off  
3<sup>rd</sup> offence: Subject to dismissal

d) Reporting late for work without reasonable explanation:

1<sup>st</sup> offence: Reprimand  
2<sup>nd</sup> offence: 1 day off  
3<sup>rd</sup> offence: 3 days off  
4<sup>th</sup> offence: Subject to dismissal

8. **Medical certificate**

The company may request a medical certificate from an employee or employees who are frequently absent from work or absent for an extended period of time, because of sickness. The said certificate shall be paid by the employer.