



## **COLLECTIVE AGREEMENT**

**Between**

**CHARRON TRANSPORT LIMITED (OFFICE)**  
**(hereinafter referred to as the "Company")**

**- and -**

**TEAMSTERS UNION LOCAL 879**  
**(hereinafter referred to as the "Union")**

**Expiry Date: SEPTEMBER 13, 2021**

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## **ARTICLE 1: PURPOSE**

### **Section 1.1**

The Company and the Union each agree that the purpose and intent of this Agreement is to promote co-operation and harmony to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company to promote efficiency and service and set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.

## **ARTICLE 2: RECOGNITION**

### **Section 2.1**

The Company recognizes the Union as the exclusive bargaining agent for all office employees of Charron Transport Limited in Chatham, Ontario save and except dispatchers, supervisors, those above the rank of dispatcher, supervisor and those employees covered by a subsisting collective agreement.

### **Section 2.2**

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

### **Section 2.3**

All employees hired subsequently to the date of the signing of this Agreement, must as a condition of their continued employment, authorize the company to deduct from their pay on the pay day the Local Union's dues deduction are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

### **Section 2.4**

All employees shall as a condition of continued employment authorize the Company to deduct the amount equal to the Local Union's Initiation Fees of Fifty Dollars (\$50.00) in instalments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

### **Section 2.5 (a)**

The Company agrees for the duration of the Agreement to deduct from the last pay cheque each month the monthly dues of any employee covered by this Agreement and to

remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted not later than the twentieth (20<sup>th</sup>) day of the month following the date upon which such monies were deducted. The check-off list will include social security numbers and names designated by terminals within the jurisdiction of each Local Union.

#### **Section 2.5 (b)**

The Union will notify the Company in writing of any arrear in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrear served on the Company shall prescribe payroll deduction of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.

#### **Section 2.5 (c)**

The Union will supply the Company with a supply of printed check-off forms (as in Appendix "B" of this Agreement) which, shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall each month add the name of each new employee hired on since the remittance of the previous check-off along with the starting date and the Company shall give an explanation along side the name of each employee who appeared on the previous month's check-off sheet for whom a remittance is not made for any reason.

#### **Section 2.5 (d)**

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms (as in Appendix "B"), all of this shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership Forms are returned to the Union.

#### **Section 2.5 (e)**

The deduction of Union dues shall be made from every office employee including, but not limited to, probationary employees. The Company shall show the yearly union monthly dues deduction on employee's T4 slip.

#### **Section 2.5 (f)**

The check-off and cheques for the Union dues deducted must be in the office of the Local Union not later than the twentieth (20<sup>th</sup>) day of the month following the month in which the

monies were deducted. If the check-off and cheque has not arrived by the twentieth (20<sup>th</sup>) day of the month, the Local Union Secretary-Treasurer will by registered mail so notify the delinquent Company who will ensure that the Company remits the cheque within seven (7) days of receipt of the notification.

## **ARTICLE 3: MANAGEMENT RIGHTS**

### **Section 3.1**

The Union recognizes that the Company has the exclusive right to manage its business and to exercise all of the customary prerogatives of management except those specifically delegated to the Union by this Agreement.

## **ARTICLE 4: DISCRIMINATION**

### **Section 4.1**

No person shall be refused employment, or, in any manner be discriminated against in accordance with the Human Rights Act.

### **Section 4.2**

The Union agrees that except with the consent of the Company no official of the Union and no person authorized by the Union shall enter the Company's premises to engage in Union activities on the Company's premises or during working hours, subject to the right of the Steward to perform such functions as are outlined in this Agreement.

### **Section 4.3**

The Company shall not unreasonably refuse permission to any authorized representative of the Local Union who, upon request, wishes to enter the Company's premises during the normal hours of work for the purpose of administration of this Agreement.

### **Section 4.4 (a)**

The Union and the employer recognize the right of the employees to work in an environment free from all forms of harassment. All employees are expected to treat others with courtesy and consideration and to discourage harassment. This includes personal harassment, psychological harassment, bullying, abuse of authority and sexual harassment on such grounds as: gender, disability, race, colour, sexual orientation or other prohibited grounds as stated in the Canadian Human Rights Code. The employer undertakes to discipline any person employed by the employer engaging in the harassment of another employee. Harassment is defined as any unwanted physical or verbal conduct that offends, humiliates or denies individual dignity and

respect. This unwelcome action can be by anyone in the workplace directed at anyone. It can be an isolated incident or repetitive, subtle or overt, deliberate or unintended. Harassment is in no way to be construed as properly discharged supervisory responsibilities, including delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Harassment is a type of discrimination and can take many forms. The following examples could be considered as harassment but are not meant to cover all potential incidents and are considered to be known or ought reasonably to be known to be unwelcome.

- Threats, intimidation or verbal abuse;
- Discriminatory remarks, taunting, invitations, requests, jokes, conduct, comment, gesture or contact which causes offense or humiliation;
- Intimidation leering or other gestures;
- Physical harm to any individual which creates fear or mistrust, or which compromises and devalues the recipient;
- Displaying sexist, racist or other offensive pictures or visual materials;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

#### **Section 4.4 (b)**

Sexual harassment is discrimination based on the grounds of gender and is a violation of the Canadian Human Rights Act. Sexual harassment shall be defined as:

- Inappropriate touching, including touching which is expressed to be unwanted;
- Suggestive remarks or other verbal abuse with a sexual connotation;
- Compromising invitations;
- Repeated or persistent leering at a person's body;
- Demands for sexual favours;
- Sexual assault;
- Deliberate posting or circulation of offensive photos or visual materials.

#### **Section 4.4 (c)**

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination there are specific actions that may be taken to address it.

- **Request a stop of the unwanted behaviour;**
- **Inform the individual that is doing the harassing or the discrimination against you that the behaviour is unwanted and unwelcome;**
- **Document the events, complete with times, dates, location, witnesses, and details;**
- **Report the incident to your Supervisor and Steward.**

It is understood that upon receipt of a complaint, the Department Manager together with the Steward will interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Accurately completed copies of this complaint will be forwarded and taken up with applicable Management.

An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint.

However, in cases of harassment where the employee being harassed is fearful of his/her safety, that employee has the right to discontinue contact with the alleged harasser without incurring any penalty (loss of pay), pending determination of the grievance. The harassed employee also has the Right to Refuse Unsafe work under this clause. This can involve the necessity of the harassed employee to leave the job. An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality.

#### **Section 4.4 (d)**

An alleged offender under this clause shall be entitled:

- i) To be given notice of the substance of a grievance under this clause;
- ii) To be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.

#### **Section 4.4 (e)**

An arbitrator, hearing a grievance under this clause, shall have authority to:

- i) Dismiss the grievance;
- ii) Determine the appropriate level of discipline; and
- iii) Make such further order as may be necessary provide a final conclusive settlement of the grievance.

#### **Section 4.4 (f)**

An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the employer which is consistent with the award of the arbitrator.

### **ARTICLE 5: STEWARD**

#### **Section 5.1**

The Company acknowledges the right of the Union to appoint one (1) steward from those persons covered by this Agreement. In his/her absence, an alternate steward shall be appointed by the existing steward.

#### **Section 5.2**

It shall be the Steward's duty to process grievances as outlined in the terms of this Agreement. The Steward may discuss Union membership with any new employee covered by the terms of this Agreement but this duty shall in no way conflict with his/her other duties as an employee of the Company and he/she shall accordingly be held responsible for the performance of work to the same quantity and quality as any other employee of the Company.

#### **Section 5.3**

The Union will inform the Company, in writing, of the name of the Steward and alternate who is appointed and of any subsequent change in the name of the Steward or alternate. The Company shall not be asked to recognize any Steward or alternate until such notification from the Union has been received in writing.

#### **Section 5.4**

The Company agrees to grant the necessary time off (for not more than one (1) employee at one time) without discrimination or loss of seniority rights, and without pay, to any employee designated by the Union to attend a labour convention.

#### **Section 5.5**

The Company agrees to fax or send by Registered Mail, a notice of the suspension or discharge of a Steward and such notice will be sent within twelve (12) hours of such action.

#### **Section 5.6**

Should there be any cause to suspend or discharge the Steward; the Company shall in every case notify the Local Union in writing so that the Local Union is in receipt of such notification before such discipline or discharge.



## **Section 5.7**

The Steward shall be the last man laid off in the event of a lay-off.

## **Section 5.8**

Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his/her regular rate of pay when grievances, or pending grievances, are processed with the Company on Company property, or at any other place which is mutually agreed upon by both the Union and the Company. In no case will a Steward be paid premium rate for the settlement of grievances.

## **Section 5.9**

If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his/her regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company. In no case will a Steward be paid premium rate for the settlement of grievances.

# **ARTICLE 6: GRIEVANCE PROCEDURE AND ARBITRATION**

## **Section 6.1**

In this Article a grievance shall consist only of a dispute concerning interpretation and application of any clause of this Agreement, alleged violations of this Agreement and alleged discrimination against any employee contrary to the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a valid grievance within the provision of this Agreement, such question may be taken up through the grievance procedure and determined, if necessary by arbitration. At all times, there shall be an honest effort on the part of both parties to settle any grievances promptly through implementing the following steps:

- (a) Any employee who feels he or she has a justifiable complaint must discuss the complaint with the Office Manager no later than forty eight (48) hours (Saturday, Sunday and Statutory Holidays excepted) from the time the act complained of did occur. The employee may be accompanied by his or her steward if he or she wishes. The Office Manager shall give his or her answer to the complaint within forty eight (48) hours (Saturday, Sunday and Statutory Holidays excepted) from the time the discussion took place.
- (b) If a grievance is not settled after implementing step (a) above, it shall be referred to the General Manager or his or her designate of the Company within fourteen (14) calendar days from the date the grievance was presented in writing to the General Manager.

- (c) Should the parties fail to reach a satisfactory settlement in the preceding steps of the Grievance Procedure, the final settlement of the grievance can be submitted to a Board of Arbitration.

## **Section 6.2**

During any of the above outlined steps of the Grievance Procedure, the Steward or appropriate management representative may request the presence of the Union Business Agent or the duly accredited official of the Union to assist in discussing settlement of any dispute.

## **Section 6.3**

Should the parties fail to reach a satisfactory settlement in the preceding steps, it shall be the responsibility of the party desiring to effect arbitration to inform the other party in writing not later than seven (7) days from the last discussion on the grievance with the union and the General Manager (or his designate). The party referring the matter to arbitration shall include in its notice the names of three (3) impartial arbitrators. The other party may accept one of the arbitrators or propose three alternates. This process shall continue until they mutually agree. Should the parties fail to appoint the One Man Board of Arbitration within thirty (30) days after this date, either party shall request the Minister of Labour to make the appropriate appointment.

## **Section 6.4**

The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. It is understood, however, that in the event a matter is properly arbitrable, the Board of Arbitration may render any decision it deems just so as to effect a binding and final solution to any dispute.

## **Section 6.5**

The parties hereto will equally bear the expense of fees of their appointee to the Board.

## **Section 6.6**

Both parties to this Agreement agree it is in the interest of both parties to make all reasonable effort to eliminate grievance problems with the least possible delay.

## **Section 6.7**

The Company shall pay a steward his/her regular rate of pay for time spent processing pending grievances or grievances when processed with the Company on the Company

property or at any other place, which is mutually agreed upon by both the Union and the Company. In no case will a steward be paid premium rate for the processing of grievances.

### **Section 6.8**

It is understood that management has the right to present a grievance in writing to the Union in the event it alleges a violation of the Agreement by the Union, its agents, or representatives or any of the employees covered by this Agreement.

## **ARTICLE 7: SENIORITY**

### **Section 7.1**

The purpose of seniority regulations in this Article is to provide a policy governing layoff and/or recall of employees covered under the terms of this Collective Agreement. In the event of a reduction of the work force covered by this Agreement, the Company will attempt to initiate layoffs in order of seniority. For example, the most junior employee in the bargaining unit would be the first laid off, etc. The use of seniority on layoffs will be dependent on the senior employee having the necessary skill, ability, efficiency and qualifications to perform the work available. During layoff, any recall to work will look to recall the most senior employee available, providing that employee is able to perform the work which is required at the time of recall. The Company agrees it will not exercise the rights given out here in a discriminatory manner. In the event any employee is laid off and recalled out of order of seniority as the result of the Company exercising its discretion to assess skill ability, efficiency and qualifications to fill available positions, the Company shall send notice to the Union advising them of the action taken. The Company agrees to fax or send by registered mail such notice twelve (12) hours after said layoff/recall notice.

### **Section 7.2**

Seniority shall include all persons working with the bargaining unit providing, however, the employees have completed a probationary period of sixty (60) working days. Employees shall not be placed on a seniority list until they have completed their probationary period. Once placed on the seniority list, an employee's seniority date shall date back to the date of hiring.

### **Section 7.3**

In effecting any layoffs, and recalls, the Company shall consider the seniority of employees and in the event the skill, ability, efficiency and qualifications of two employees are equal, seniority shall be the determining factor.

## **Section 7.4**

In the event any employee is promoted outside of the bargaining unit and is then returned to a job classification covered by the bargaining unit, his seniority shall accumulate during the period he was not covered by the terms of this Agreement, provided that any such accumulation of seniority shall not exceed a period of twelve (12) months.

## **Section 7.5**

Any employee shall lose his employment and seniority standing 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 discharged and is not reinstated pursuant to the Grievance Procedure.
- (c) If an employee has been laid off and failed to return within three (3) days after he has been notified to do so by registered mail sent to his last known address with the Company. It shall be the employee's responsibility to at all times keep the Company informed as to his current home address. For the purposes of this clause, the notification day shall be deemed to be the day on which the notice is mailed by the company to the last known address of the employee. It is understood, however, that failure on the part of the employee to return to work under this clause due to legitimate personal illness shall not result in loss of employment.
- (d) If an employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence.
- (e) If an employee is absent from work, without securing a leave of absence for more than three (3) consecutive working days.
- (f) If an employee has been laid off for a period extending beyond two (2) years.
- (g) If an employee accepts gainful employment other than that mutually agreed upon by the Company and the Union while on leave of absence.

## **ARTICLE 8: STRIKES AND LOCK-OUTS**

### **Section 8.1**

It is agreed between the parties that there shall be no lockout by the Company or any strike, sit-down, work stoppage or suspension of work either complete or partial for any reason by the employee. The Union on behalf of its agents, officials and representatives agrees that there shall be no attempt on their part to call or authorize or encourage, support or counsel any unlawful strike or slowdown in work.

## **ARTICLE 9: STATUTORY HOLIDAYS**

### **Section 9.1**

Employees shall be given the following holidays with pay:

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday  
Labour Day

Thanksgiving Day  
Day before Christmas  
Christmas Day  
Boxing Day  
New Year's Eve  
One (1) Floating Holiday

### **Section 9.2**

The Company agrees to five (5) paid sick days in each calendar year of this Agreement and in no instance will be allowed to accumulate sick days from one year to another. The Company also requested that any absenteeism due to illness in excess of three (3) consecutive days will require a Doctor's note. If an employee completes a calendar year without using any sick days, the employee shall receive two (2) days off which will be mutually agreed between the employee and the Company.

### **Section 9.3**

In the event any employee is required to work on any of the aforementioned holidays, he shall be paid at the rate of time and one-half his regular rate of pay in addition to receiving his statutory holiday pay.

### **Section 9.4**

When a holiday falls on any day other a Monday or Friday, the Company may notify the Union and the Employees of the Day the Holiday will be observed. The Company will endeavour to proclaim the holiday within the week that the Holiday occurs.

### **Section 9.5**

An employee shall be eligible for statutory holiday pay only if:

- (a) he has been in the employ of the Company for thirty (30) calendar days;  
and
- (b) he has not been laid off for a period longer than thirty (30) calendar days prior to the holiday.

## **ARTICLE 10: VACATIONS WITH PAY**

### **Section 10.1**

The Company will grant employees covered by this Agreement, vacations in accordance with the following schedule and based on anniversary date.

- a) All employees of the company with less than one year of employment shall receive a vacation pay in accordance with the regulations established under the Canada Labour Code.
- b) Employees who have completed one year of continuous employment shall receive 2 weeks vacation with vacation pay calculated at a rate of four percent (4%) of their gross earnings year to date.
- c) Employees who have completed five years of continuous employment will be entitled to three (3) weeks vacation with vacation pay calculated at a rate of six percent (6%) of their gross earnings year to date.
- d) Employees who have completed ten years of continuous employment will be entitled to four weeks vacation with vacation pay calculated at a rate of eight per cent (8%) of gross earnings year to date.
- e) Employees who have completed fifteen years of continuous employment will be entitled to five weeks vacation with vacation pay calculated at a rate of ten percent (10%) of gross earnings year to date.
- f) Employees who have completed twenty years of continuous employment will be entitled to six weeks vacation with vacation pay calculated at a rate of twelve percent (12%) of gross earnings year to date.
- g) All year to date accrued vacation pay will be paid to the employee (upon request) immediately prior to his/her vacation.
- h) Permanent part-time shall receive the same as paragraph (a) above, with no increases.

### **Section 10.2 - Vacation Pay for Employees Terminating Employment**

If an employee is terminated, he/she will be entitled payment of all accrued vacation pay owing at the applicable percentage rate of gross earnings to date. The Company will pay the accrued vacation pay with the employee's final pay.

### **Section 10.3**

It is agreed between the parties that the employees will be given the opportunity to take their vacations in consecutive weeks. The choice of vacation periods will be allotted giving preference to senior employees, provided that this does not conflict with management's right to maintain an efficient work force. In fairness to all office employees, vacations during the summer months will be limited to two consecutive weeks. (June, July, August)

### **Section 10.4**

If a statutory holiday falls within an employee's annual vacation, an extra day with pay will be provided either at the beginning or end of the vacation, or whatever is agreeable to the Company having regard to the Company's obligation to at all times maintain an efficient working force.

### **Section 10.5**

All vacations and vacation pays are to be taken in the year of entitlement.

## **ARTICLE 11: HOURS OF WORK AND WORK WEEK**

### **Section 11.1**

The normal work week shall be Monday through Friday, five (5) working days of seven and one-half (7½) hours each, and in the event that employees are required to work longer, they will be paid at a rate of one and one-half (1½) times for all hours worked in excess of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week. This clause not to be construed as a guarantee of minimal hours.

Where the scheduled work hours in a normal work week are thirty (30) hours or more an employee shall be entitled to full benefits. When the scheduled work hours in a normal work week are between and including 24-29 hours the employee shall be entitled to part benefits or RRSP contributions as set out in Article 14.2

#### **Permanent Part-Time**

A part-time employee shall be considered as an employee who works twenty-nine (29) hours or less per week.

Part-time employees shall be paid One Dollar (\$1.00) per hour less than the full-time rate. This will apply to any new employees hired after the signing of this Collective Agreement.

## **Section 11.2**

Employees required to work Saturday and Sunday will be paid premium rate of one and one half (1½) times the hourly rate. It shall not be mandatory for employees to make up a shift or hours lost on a Saturday or Sunday in any given week. Also premium rate will not be paid until 37½ hours have accumulated in any given week.

## **Section 11.3**

Employees may be provided with one (1) hour for lunch without pay. In addition, there will be one (1) rest period of fifteen (15) minutes before noon and one (1) rest period of fifteen (15) minutes after noon. Rest periods will be provided without loss of pay.

## **Section 11.4**

It shall be by mutual agreement by Company and employees that on occasion employees may work through their unpaid lunch in lieu of earlier finish time.

## **Section 11.5**

If for some unforeseen reason or circumstance, an employee is sent home, the Company guarantees him/her four (4) hours pay.

# **ARTICLE 12 - RATES OF PAY**

## **Section 12.1**

	Sept. 14/18	Sept. 14/19	Sept. 14/20	
Traffic	21.95	22.35	22.75	
Accounting	\$21.95	\$22.35	\$22.75	

## **Section 12.2 - Supervisory Personnel**

Supervisors are primarily responsible for supervising and it is agreed that no supervisor, foreman, dispatcher, secretary to the branch manager, sales staff, or any other person excluded from the bargaining unit will perform bargaining unit work with the result of the loss of regular hours or overtime hours. Overtime will be offered to full-time qualified regular employees on a seniority basis. From time to time and at peak periods, the Office Manager may assist in performing Bargaining Unit Work.

## **Section 12.3**

It is agreed between the Company and the Union that before any job is permanently re-assigned or becomes redundant there will be a meeting with the affected people.



## **ARTICLE 13: GENERAL**

### **Section 13.1**

The Company shall provide adequate and proper washrooms and a lunchroom.

### **Section 13.2**

The Company will grant maternity and parental leave according to the provisions of the Canada Labour Code (Div. VI Part III).

### **Section 13.3 - Jury Duty**

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay the equivalent of a seven and one-half (7½) hour day at straight time, less the amount of jury duty pay received for hourly rated employees to a maximum period of one week.

### **Section 13.4**

In the event of a death in the immediate family (mother, father, spouse, son, daughter, sister, brother, grandparents, grandchildren, step-parents, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law or common-law spouse), an employee will be given the necessary time off work and will be paid three (3) days at the regular rate of pay providing that the period between the day of death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

### **Section 13.5 - Leave of Absence Provision**

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing. All requests for Leave of Absence shall, whenever possible, be made at least thirty (30) days prior to the proposed commencement date. During Leave of Absence, the employee shall not engage in gainful employment.

### **Section 13.6 -**

**Students** - The Company has the option of hiring students during the summer months to fill in for regular full time office personnel while they are on vacation. They will pay dues to the Local Union but are not otherwise covered by this Agreement. They shall be paid an hourly rate in accordance with the provincial minimum wage. If a federal wage rate is established then the provision will be in accordance with the federal minimum wage.

**Part-Time** - The Company has the option of hiring part-time help during overload periods. This part-time help will pay union dues but are not otherwise covered by this agreement. They shall be paid a rate of Thirteen Dollars and Fifty Cents (\$13.50) per hour.

**Temporary** - The Company has the option of hiring temporary employees to replace employees who are absent from work for maternity leave or sick leave. They shall be paid a rate of Fifteen Dollars (\$15.00) per hour. These temporary people will pay union dues but are not otherwise covered by this Collective Agreement.

### **Section 13.7**

The Company agrees to pay each seniority employee who is required to wear safety shoes or boots to a maximum of One Hundred Dollars (\$100.00) per contract year towards the cost of proper work boots or shoes providing they present proof of purchase before reimbursement.

## **ARTICLE 14: HEALTH AND WELFARE**

### **Section 14.1**

The Company agrees that in the event the Employer Health Tax is replaced by a new Provincial Health Plan, we will re-open and revise this contract to include the Ontario Health Insurance Plan.

### **Section 14.2**

The Company agrees to pay the applicable premiums for a Health & Welfare Plan for all employees (except temporary staff, part-time and students) as outlined in this section providing they have met the following requirements:

- (1) Have completed a sixty (60) day probationary period;
- (2) Have not been laid off for a period of more than ninety (90) working days;
- (3) Have not been absent from work due to sickness or injury for a period of more than six (6) months.

The coverage is subject to the terms and conditions of the insurance plan as negotiated.

- (a) Sickness and Accident;
- (b) Eyeglass Coverage \$225.00 every two (2) years;
- (c) The Company agrees to deduct and remit premiums on behalf of

employees monthly for L.T.D. Plan. (Rates attached per five (5) year term.);

- (d) Life Insurance: \$40,000.00 Employee  
\$10,000.00 Spouse  
\$10,000.00 Child
- (e) Extended Health Benefits;
- (f) Dental Benefits

Where the scheduled work hours in a normal work week are thirty (30) hours or more, an employee shall be entitled to full benefits in 14.2. When the scheduled work hours in a normal work week are between and including 24-29 hours, the employee shall be entitled to one of the following two options:

**Prescription drugs on behalf of the employee;  
\$10,000.00 life insurance paid alternately for benefits listed;  
Extended Health Benefits**

**OR**

**Company RRSP Contributions  
equal to the value of the premiums**

## Employees

Any employees, whose scheduled work hours are less than 24 hours per week, will not be eligible for benefits.

Employees shall be entitled to extended health benefits after retirement for a maximum of five (5) years to age sixty-five (65). This applies to the employee only. This expense shall be at the expense of the employee up to a maximum of One Hundred and Forty Dollars (\$140.00).

To be eligible for early retiree benefits, the employee must complete fifteen (15) years of employment.

Employees with 15 years of employment and who have been absent from work due to sickness may extend their Health Benefits as stated below;

Employee Life Insurance \$40,000  
Extended Health with current provider  
Eye glasses for member and dependents \$225 every 2 years  
Coverage is in effect up to 1 year from first day of sickness

### Section 14.3 - R.R.S.P.

The Company agrees to pay the following amounts per month into a R.R.S.P. Plan for all employees who have completed ninety (90) days after the probationary period.

	Sept14/19	Sept14/20	Sept14/21
Traffic Dept.	\$350.00	\$350.00	\$350.00
Accounting Dept.	\$300.00	\$325.00	\$350.00

### ARTICLE 15: DURATION

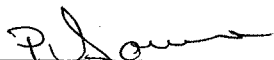
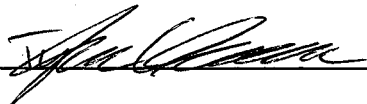
THIS AGREEMENT shall become effective on the 14<sup>th</sup> day of September, 2018 and shall remain in full force and effect up to and including the 13<sup>th</sup> day of September, 2021 and shall continue automatically thereafter for periods of one (1) year, unless either party notifies the other, in writing, within the period of ninety (90) days before the Agreement ceases to operate and such notice shall indicate the desire of the party to bargain with the view of renewal, with or without modifications, of this Collective Agreement.

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in this Article.

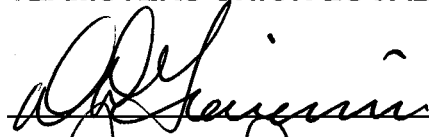
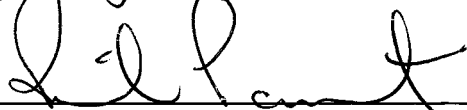
THIS AGREEMENT shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

DATED at Chatham this 4<sup>th</sup> day of April, 2019.

**For the Company:**  
**CHARRON TRANSPORT LTD. (OFFICE)**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**For the Union:**  
**TEAMSTERS UNION LOCAL 879**

  
\_\_\_\_\_  
  
\_\_\_\_\_

## **IMPORTANT NOTE:**

***If you leave the employ of the Company, contact your Local Union wither in person, or by mail, for a WITHDRAWAL CARD. OBTAINING A WITHDRAWAL CARD IS THE SOLE RESPONSIBILITY OF THE MEMBER***

***WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.***

***IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL.***

***WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT.***

***KNOW YOUR AGREEMENT: . . . . . MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.***

## **A L W A Y S :**

- 1.     ATTEND YOUR UNION MEETINGS.**
- 2.     *Help new employees become acquainted with the agreement.***
- 3.     *If you leave the employ of the Company, contact your Local Union office for a withdrawal card.***

**"BE A GOOD UNION MEMBER"**