



**COLLECTIVE AGREEMENT**

**BETWEEN:**

**TRIMAC TRANSPORTATION SERVICES INC.**

**(hereinafter called the "Company")**

**- and -**

**EASTERN CANADA COUNCIL OF TEAMSTERS  
UNION LOCALS 938 AND 879**

**(hereinafter called the "Union")**

**Expiry Date: January 31, 2020**

**14472 (04)**

## INDEX

ARTICLE 1: - UNION RECOGNITION.....	3
ARTICLE 2: - COOPERATION.....	3
ARTICLE 3: - UNION SECURITY.....	3
ARTICLE 4: - MANAGEMENT RIGHTS.....	4
ARTICLE 5: - GRIEVANCE PROCEDURE.....	4
ARTICLE 6: - LOSS OF LICENSE.....	6
ARTICLE 7: - MEDICAL EXAMINATIONS.....	6
ARTICLE 8: - SENIORITY.....	6
ARTICLE 9: - QUALIFICATIONS.....	8
ARTICLE 10: - LAYOFF.....	8
ARTICLE 11: - CASUAL LABOUR.....	8
ARTICLE 12: - LEAVE OF ABSENCE.....	9
ARTICLE 13: - SAFETY.....	9
ARTICLE 14: - TRAINING.....	9
ARTICLE 15: - PENALTIES.....	9
ARTICLE 16: - PROHIBITION AGAINST STRIKES AND LOCKOUTS.....	10
ARTICLE 17: - HOLIDAYS AND VACATIONS.....	10
ARTICLE 18: - WAGES.....	11
ARTICLE 19: - DRUG SCREENING.....	12
ARTICLE 20: - ACQUISITION.....	12
ARTICLE 21 - BEREAVEMENT LEAVE.....	12
ARTICLE 22: - UNIFORMS.....	12
ARTICLE 23: - PENSIONS AND BENEFITS.....	12
ARTICLE 24: - EXTRA CONTRACT AGREEMENTS.....	12
ARTICLE 25: - DRIVER BIDDING PROCEDURE.....	13
ARTICLE 26: - DURATION.....	13
ARTICLE 27: - ASSIGNS.....	13
APPENDIX "A" -WAGES.....	14

## **ARTICLE 1: – UNION RECOGNITION**

The Company recognizes the Union as the sole and exclusive agent for the purpose of bargaining collectively with regard to grievance procedures, rates of pay, hours of work or other working conditions for its employees classified as drivers.

## **ARTICLE 2: - COOPERATION**

The Union agrees that it will cooperate with the Company and support the Company and support the Company's efforts to assure a fair day's work on the part of its members. It further agrees that its members will abide by the Rules of the Company in its efforts to prevent accidents, eliminate waste and improve quality.

## **ARTICLE 3: - UNION SECURITY**

- (a) All employees hired in future who will be covered by this Agreement shall, as a condition of continued employment, become members of the Union immediately following their probationary period and, as a condition of employment, shall maintain such membership in good standing during the life of this Agreement.
- (b) The Company agrees for the duration of this Agreement to deduct from the last pay cheque each month, the monthly dues of any employee covered by this Agreement and remit such monies so deducted to the Head Office of the Union, along with a list of employees from whom the monies were deducted not later than the fifteenth (15<sup>th</sup>) day of the month following the date upon which such monies were deducted.
- (c) Commencing during the first (1<sup>st</sup>) year of this Agreement, the Company agrees that the employees who are off work due to sickness or injury and/or Workers' Compensation, shall not have Union dues or initiation fees deducted from any general holiday payments.
- (d) The Union will notify the Company, in writing, of any arrears in dues caused for any reason, or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.
- (e) The Company will provide the Union with a monthly printout of dues deductions including the names and dates of each employee hired and terminated since the remittance of the previous check off.
- (f) The Union will supply the Company with Initiation Deduction Authorization forms, Application for Membership Forms and Dues Deduction Authorization forms, all of which shall be signed by all new employees on the date of hire. All completed Application for Membership Forms shall be returned to the Union at the completion of the probationary period and shall serve as additional notification of commencement of employment.
- (g) The Company shall not be required to discharge or suspend any employee who has been

refused membership, expelled or suspended from the Union for any reason other than the non-payment of initiation fees, Union dues and assessments.

- (h) The Company shall include the yearly Union monthly dues deductions on the employee's T4 slips.

#### **ARTICLE 4: - MANAGEMENT RIGHTS**

The Union understands and agrees to recognize that the Company has the right to manage and operate its business. This right includes but is not limited to: the hiring and directing of the work force, the right to promote, demote, transfer, discipline, layoff, suspend and discharge drivers for just cause; the assignment of work and the determination of the qualifications of a driver to perform work; the assignment of shifts; the assignment of equipment; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the drivers and the Company's equipment and operations, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement.

- (a) The Company will provide seven (7) days' notice prior to a shift change.
- (b) The Company and the Union will meet and agree on local dispatch issues and develop shift schedules.

#### **ARTICLE 5: - GRIEVANCE PROCEDURE**

A grievance shall be defined as any difference arising out of the interpretation or application of the Collective Agreement. Grievances shall be processed in the following manner with holidays, Saturdays and Sundays exempted from time periods:

##### **Step 1:**

Recognizing that it is of utmost importance to hear and settle complaints as promptly as possible, it is understood that a driver does not have a grievance until he has first given his Supervisor an opportunity to hear the complaint and settle it to the driver's satisfaction. Such complaints must be presented in writing, within seven (7) days of their occurrence.

##### **Step 2:**

If settlement is not achieved within seven (7) days under Step 1, the grievance shall, within seven (7) days be presented in a meeting with the Branch Manager, Shop Steward and Driver. The Branch Manager shall render a decision within seven (7) days.

##### **Step 3:**

Failing satisfactory settlement under Step 2, the grievance will, within seven (7) days, be presented in a meeting with the Region Manager, Shop Steward, Business Representative and Driver. The Region Manager shall render a decision within seven (7) days.

##### **Step 4:**

Should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Arbitration Board as outlined below. Before submitting the grievance to Arbitration, the dispute shall, if mutually agreed, and in accordance with the procedures outlined in this Section, be brought to the attention of the Canadian Joint Grievance Panel established for this purpose by the Company and the Local Unions. The Canadian Joint Grievance Panel will render a decision, unless it is deadlocked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. The Canadian Joint Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be from management and one (1) from the Local Unions.

It is further agreed that the Company and the Local Unions shall name only experienced representatives who are engaged in the day to day administration of a similar Agreement as nominees of the Canadian Joint Grievance Panel as required. It is understood that in the selection of the representatives, the Company must name a representative from another Company and the Union must name a representative from another Local Union.

It is further agreed that in the event any Canadian Joint Grievance Panel is unable to render a decision, the grieving party must, within fourteen (14) calendar days of the date the Canadian Joint Grievance Panel declares a deadlock proceed to Arbitration as outlined in Article 9.

**Step 5:**

- (a) If settlement in Step 3 or Step 4 is not acceptable, the grievance may be submitted for arbitration by either party, within ten (10) days of the receipt of the Region Manager's decision.
- (b) The party requesting arbitration will name to the other party its selected single arbitrator in its request.
- (c) If a single arbitrator is not agreed upon within seven (7) days, they shall request the Minister of Labour to appoint a qualified arbitrator. The arbitrator shall hear and determine the issues or questions submitted to it and shall issue a decision in writing.
- (d) The decision of the arbitrator shall be final and binding on both parties with no recourse in any other legal process when such decision is in keeping with this Agreement. In the case of a grievance relating to the discharge of an employee, the arbitrator may, in his discretion, confirm the Company's decision or order the reinstatement of the employee with payment of lost pay or make any decision which falls between those alternatives.
- (e) The Arbitrator shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before him.
- (f) Each of the parties involved shall equally share the expenses of the arbitration proceedings.

It is agreed that either the Union or the Company may file a grievance relating to the application, violation or interpretation of this Agreement.

#### **ARTICLE 6: - LOSS OF LICENSE**

An employee will not be discharged due to loss of his/her driver's license if such loss is due to a disability which qualifies the employee for, and while the employee is receiving STD, LTD or WSIB benefits. The Union and the Company will meet to discuss movement to alternate work, if such work is available, but no other employee will be laid off or have work reduced due to such move. If the employee gains his/her license back and is fit to work, he/she will be put back to a driving position.

#### **ARTICLE 7: - MEDICAL EXAMINATIONS**

- (a) Any request by the Company that any employee undergo a medical examination shall be promptly complied with by such employee provided, however, that the Company shall pay the cost of such examination and any lost work time. Such examinations shall be performed by a physician of the Company's choice and to be paid at the appropriate hourly rate.
- (b) The result of any such medical examination shall be kept strictly confidential and shall be made available to the employee concerned.
- (c) Medical requirements applied by the Company shall not exceed those applied by the Department of Transport or I.C.C., whichever is applicable for the job the driver is to do as it relates to drivers' licenses. However, the Company may apply other medical requirements if appropriate for the job.

#### **ARTICLE 8: - SENIORITY**

- (a) The term "seniority" as used in this Agreement shall be based on the date that the driver was hired by the Company.
- (b) Seniority shall be used for layoffs, recalls, vacation scheduling and day to day dispatch. All employees following work to another location within Branch 28 Trimac, will maintain their full seniority for all work preferences.
- (c) New drivers shall be deemed probationary for sixty (60) calendar days and their employment may be terminated within such period without rights under this Agreement. After completion of the probationary period, a driver shall be credited with seniority from his or her hiring date. The Company may not discharge an employee for the purpose of forcing an additional probationary period.
- (d) A seniority list containing the names and starting dates of employees will be prepared and posted on the bulletin board in the terminal every three (3) months with sufficient copies for Stewards and Business Representatives. A seniority list containing the names, addresses and E-mail address of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office in September of each year.

- (e) An employee's seniority shall be lost if:
  - (i) He/she voluntarily quits the employ of the Company;
  - (ii) He/she is discharged and is not reinstated through the Grievance Procedure as provided in this Agreement.
  - (iii) He/she has been laid off and not employed elsewhere and has refused to return to work within seventy-two (72) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere then the Company will notify the driver by registered mail to his/her last known address to return to work and he/she will be allowed no more than three (3) consecutive days after receiving notification to report for duty.
  - (iv) He/she overstays a leave of absence without securing an extension in writing of such leave of absence, or if he/she takes employment other than declared and agreed upon when applying for a leave of absence.
  - (v) He/she is laid off and not recalled for a period extending beyond six (6) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.
- (f) In the event existing work is moved from one location to another such that existing drivers will be laid off, the following will apply:
  - (i) The Company will notify the Union as soon as possible.
  - (ii) The affected drivers will be given the first opportunity, in order of seniority to relocate to the new domicile location.
  - (iii) Drivers who move to the new location will maintain their Company seniority.
  - (iv) In the event the work is moved back to the original location, personnel moving under the conditions outlined above will retain their original seniority at the branch from which they moved for a period of twenty-four (24) months from the date of their original move.
  - (v) It must be clearly established that there is a movement of work in order for the above provision to apply.
  - (vi) In the event business operations no longer exist, the Company and the Union will meet and discuss a closure agreement for those affected employees.
- (g) Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company has been notified of such illness or injury before the next shift or as soon as possible. The employee shall notify the Company when he/she is able to return to work. However, an employee off work as set out above shall not by virtue of his/her absence retain seniority over a senior employee who has been laid off.

## **ARTICLE 9: - QUALIFICATIONS**

Subject only to the determination by the Company of the qualifications of any driver, the Company reserves the right to employ, promote and demote any driver. In determining such qualifications, knowledge, ability and physical fitness shall govern. Where qualifications are equal, length of service shall govern.

## **ARTICLE 10: - LAYOFF**

- (a) An employee who has been laid off shall accrue only benefits for a two (2) week period, the right of recall, and recourse to the grievance procedure respecting recall rights.
- (b) The Company agrees to abide by applicable employment standards legislation in the event of layoffs.
- (c) In the event existing work is moved from one location to another such that existing drivers will be laid off, the following will apply:
  - (i) The Company will notify the Union as soon as possible.
  - (ii) The affected drivers will be given the first opportunity, in order of seniority to relocate to the new domicile location.
  - (iii) Drivers who move to the new location will maintain full seniority.
  - (iv) It must be clearly established that there is a movement of work in order for the above provision to apply.
- (d) The Company shall give preference to senior laid-off drivers to fill a vacancy in another location.
- (e) In the event of a layoff because of movement of equipment, the employees will be given fifteen (15) days' notice prior; this is not in addition to the Statute.
- (f) If there is no work available, the employee will be given two (2) hours notice not to report to duty. The P.O.C. will contact the drivers based on the phone numbers they provided. If the Company fails to give this notice, the employee will receive four (4) hours pay when he returns to duty.

## **ARTICLE 11: - CASUAL LABOUR**

- (a) The Company agrees that it will only use casual or part-time help to supplement the normal work force where it is necessary to do so. The Company agrees to deduct from the first pay due each month to any casual or part-time employee who works in excess of eight (8) hours, an amount equal to the monthly Union dues. Such money so deducted shall be forwarded to the Union no later than the fifteenth (15th) day of the month following that in which the deductions were made together with a list of those for whom the remittance is



made. The Company shall supply the Union with a statement of hours worked on a monthly basis.

- (b) No casual or part time help will be used when it will deprive probationary or regular employees of reasonable overtime hours and/or their normal hours of work. "Reasonable" will be defined as follows: The Company will ensure that the employee will have sufficient hours to complete their normal scheduled shifts when offering overtime assignments.
- (c) A casual or part-time employee who works in excess of twenty (20) hours per week will be considered a probationary employee except when used for vacation and not to exceed thirty (30) days in the case of sickness or injury.
- (d) For work of a seasonal or temporary nature, the Company may hire employees who shall be classified as casual labourers but who will not come within the scope of this Agreement. Dues for casual labourers will be deducted on the first pay of each month once earnings exceed eight (8) hours' pay.

#### **ARTICLE 12: - LEAVE OF ABSENCE**

A driver may be granted leave of absence without pay. Such a leave may be granted by the Supervisor upon written request by the driver. It is understood that such leave will be granted only when it will not interfere with the operation of the Company. Emergency leaves in case of serious illness or death in the immediate family may be granted verbally upon request and later confirmed in writing.

#### **ARTICLE 13: - SAFETY**

Whereas it is in the mutual interests of both the Company and the Union to promote safe practices by drivers in the course of their duties with the Company, and whereas the Company constantly strives to employ the utmost in Safety precautions and to fully comply with all applicable safety regulations, the Company hereby expresses its willingness to meet from time to time with representatives of the Union to discuss and receive suggestions respecting safety procedures.

#### **ARTICLE 14: - TRAINING**

- (a) Where the Company requires an employee to take further training, the employee shall be paid for all time spent in training at the applicable hourly rate.
- (b) The training of employees by other employees shall be on a voluntary basis. The employee doing the training will be paid a premium of four dollars (\$4.00) per hour for the entire shift. Probationary employees will be deducted four dollars (\$4.00) per hour for all hours spent in training.

#### **ARTICLE 15: - PENALTIES**

All offenses for which rules and regulations provide penalties can only be held against the employee for a period of two (2) years after such penalty has been imposed.

### **Section 15.1**

The Company will review the progressive discipline process with the Union.

- Written Reprimand
- Suspension
- Dismissal

### **Section 15.2**

All penalties and reprimands must be issued within five (5) working days.

## **ARTICLE 16: - PROHIBITION AGAINST STRIKES AND LOCKOUTS**

- (a) During the term of this Agreement, 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 drivers. All such actions will be subject to discipline or discharge.
- (b) It shall not be a violation of this Agreement or cause for discipline for any driver to refuse to cross any legal picket line.
- (c) Each party recognizing the rights of the other in this regard, agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its drivers or the Union.

## **ARTICLE 17: - HOLIDAYS AND VACATIONS**

- (a) Every regular driver shall be granted holiday pay for ten (10) hours at the work time rate on each of the following General Holidays:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 6. Labour Day       |
| 2. Good Friday    | 7. Thanksgiving Day |
| 3. Victoria Day   | 8. Christmas Day    |
| 4. Canada Day     | 9. Boxing Day       |
| 5. Civic Holiday  |                     |

Drivers absent from duty other than for proven sickness and/or Company authorization on the day before and/or the day after such holiday named in the Section above shall not be paid for this holiday. There shall be no holiday pay for employees on Workers Safety Insurance benefits. Holiday work shall be offered by location to drivers in the following order:

- (i) drivers scheduled to work days on the holiday

- (ii) drivers whose night shifts are cancelled for that holiday
- (iii) drivers on days off

A driver required to work on a General Holiday will be paid at the rate of 1 1/2 times the regular rate. Drivers required to work on Christmas Eve and New Year's Eve shall be paid one and one-half (1 1/2) times the hourly rate for all hours worked after 6:00 p.m.

Where any of the General Holidays fall within an employee's annual vacation he/she shall be paid for such holiday in addition to his/her annual vacation pay and he/she will be given another day off at his/her option at the beginning or end of his/her vacation.

- (b) Upon completion of continuous employment with the Company for the number of years hereafter listed, vacation will be granted and vacation pay based on the percentage of gross earnings as follows:

After one full year service	-	2 weeks at 4%
After five full years service	-	3 weeks at 6%
After twelve full years service	-	4 weeks at 8%
After twenty full years service	-	5 weeks at 10%

Vacation pay shall be computed on a driver's gross earnings for the year.

All vacation time shall be taken by December 31st of each year.

The choice of vacation period shall be according to seniority providing it does not conflict with Management's obligation to maintain an efficient working force. Employees, by seniority, shall be given the opportunity to book up to two (2) consecutive weeks vacation at one time unless otherwise agreed to by management.

Employees on vacation or whose vacation is scheduled may not be compelled to return to work during their scheduled vacation period.

There shall be a vacation list posted no later than March 1st of each year. Drivers, by seniority, will be called for preference of vacation time and will be completed by March 30<sup>th</sup> and posted.

**ARTICLE 18: - WAGES**

- (a) Rates of pay are set out in Appendix A, which forms part of this Agreement.

- (b) Pay Shortages

Minor pay shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty dollars (\$50.00) will be paid within forty-eight (48) hours.

- (c) Pay Statement

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned, the number of

overtime hours and the amount earned, and any amount remitted on the employee's behalf for any other reason. If the Company changes a time card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible, and no later than pay day.

(d) Call In

Drivers who are called in to work shall be guaranteed four (4) hours work at the applicable rate of pay. Regular scheduled shifts will be a minimum of ten (10) hours paid at applicable rate of pay.

**ARTICLE 19: - DRUG SCREENING**

The Company and the Union agree that the position of driver is classified as a safety sensitive position. Therefore, a program of drug screening, including random testing, will be required, as permitted by applicable legislation unless otherwise agreed to by management and provided such screening is part of the tender of the customer.

**ARTICLE 20: - ACQUISITION**

If the Company acquires the operating rights of any other Company during the term of the Collective Agreement, the seniority lists of the two companies will be dovetailed.

**ARTICLE 21 - BEREAVEMENT LEAVE**

In the event of the death of a regular employee's spouse, child, step-child, parent, brother or sister, grandparent, grandchildren, father or mother-in-law, brother or sister-in-law, the employee will be entitled to three (3) working days off with ten (10) hours' pay per day. If more time is required for any reason relating to the death, a leave of absence without pay will be granted.

**ARTICLE 22: - UNIFORMS**

The Company agrees to provide Four Hundred Dollars (\$400.00) plus taxes annually for clothing providing clothing meets all corporate and CSA Standards. The Company agrees to also provide a Two Hundred Dollar (\$200.00) plus taxes boot allowance per year.

**ARTICLE 23: - PENSIONS AND BENEFITS**

The Company agrees to provide benefits and pension packages on a cost-sharing basis. All drivers covered by this Agreement will be covered by these packages.

**ARTICLE 24: - EXTRA CONTRACT AGREEMENTS**

Neither party to this Agreement shall enter into any agreement or contract with the drivers which conflicts with the terms and provisions of this Agreement

**ARTICLE 25: - DRIVER BIDDING PROCEDURE**

At a terminal where, at the Company's sole option, bid runs, special operations, job or trip rates, etc. may be set up, the Union stewards and/or committees and/or business representatives will have the sole authority to meet with the Company to establish rules, conditions, and/or rates, etc. governing such operations. Such rules, conditions, and/or rates must be mutually agreed upon and reduced to writing and signed by the parties.

**ARTICLE 26: - DURATION**

This Agreement is effective from February 1, 2019 and expires January 31, 2020. Either party may request negotiations to take place for a new collective agreement by so indicating, in writing, within three (3) months of the expiry of this Agreement.

**ARTICLE 27: - ASSIGNS**

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

Signed this 15th, day of April, 2019.

FOR THE COMPANY

[Signature]  
[Signature]

FOR THE UNION

[Signature] LOCAL 938  
[Signature] LOCAL 938  
[Signature] LOCAL 879

## **APPENDIX "A"**

List and define standard performance requirements. Any pay claim times in excess of these performance standards will be paid, if it is fully documented.

- \*30 min pre-trip
- \*15 min post-trip
- \*15 min fueling
- \*1-hour loading
- \*1-hour unloading

## **WAGES**

Effective April 1, 2019

\$27.50/hr.

## **A MEMBER REMINDER ON WITHDRAWALS**

Before a Withdrawal can be issued, the International Constitution and Local Union By-Laws require that a member has paid all financial obligations to the Union.

**WITHDRAWALS** will, in future, be issued on request for the following reasons:

- 1.) if you are LAID OFF
- 2.) if you TERMINATE YOUR EMPLOYMENT
- 3.) if you are DISCHARGED
- 4.) if you are on SICKNESS OR INJURY
- 5.) if you are on WORKERS' COMPENSATION
- 6.) if you are on PARENTAL LEAVE
- 7.) if you are on AUTHORIZED LEAVE OF ABSENCE

It is the sole responsibility of the member to apply for a Withdrawal immediately he or she is to be off work for any of the above reasons. Before the Withdrawal can be issued the member must have paid all dues or other financial obligations including the dues for the month in which the Withdrawal is applied for. The application must be sent within 2 weeks by the member directly to the Union office either in person, by mail, or fax.

The application for a Withdrawal is self-explanatory, but *all* information needs to be completed.

Please follow this procedure so that you will always be in good standing in the Local Union. Withdrawal application forms are available from your Steward, the Union Office or downloaded online from our website at [www.teamsters938.org](http://www.teamsters938.org).

**PLEASE REMEMBER APPLYING FOR A WITHDRAWAL IS THE SOLE RESPONSIBILITY OF THE MEMBER.**