

COLLECTIVE AGREEMENT

Between:

MARTIN TRANSPORTATION SYSTEMS

– and –



AND ITS LOCAL 444

May 9th, 2019 –to– May 6th, 2022

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ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages. Nothing in this agreement will be administered in such a way that is less than allowed under the Canada Labour Code.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the Province of Ontario save and except supervisor and those above the rank of supervisor, office and clerical staff, sales staff, owner-operators and drivers of owner-operators.
- 2.02 Employees excluded from the bargaining unit will not perform work regularly done by bargaining unit employees with the following exceptions:
- (a) While instructing and/or training employees,
 - (b) When no other department members are available, and
 - (c) During emergency situations.
- 2.03 In the event the Company moves any or all of its operations to a new location within the Province of Ontario, the employees affected will have the right to transfer to the new location. Further this contract for its duration will apply and will remain in full force and effect at the new location and none of its rights and obligations will be varied.
- 2.04 The Company shall advise the Union at least thirty (30) days in advance of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.
- 2.05 The Union and the Company will meet to discuss any contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

ARTICLE 3 – UNION SECURITY

- 3.01 As a condition of continued employment, all present employees covered by this agreement shall become and remain members of the Union at the signing of this Agreement and all new employees covered by this Agreement shall become and remain members of the Union upon completion of the probationary period.
- 3.02 During the life of this Agreement, the Company will deduct from the earnings of each employee covered by this Agreement, including new hires, union initiation fees and dues laid down by the Constitution and By-Laws of the Union.

At the end of each calendar month and prior to the tenth (10th) of the following month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deduction made.

- 3.03 In the event that an employee does not receive a pay cheque in the week in which union dues are deducted such dues will be deducted from his/her next pay cheque or from the next dues deduction period.
- 3.04 The Company will submit electronically to the Financial Secretary of Local 444, Unifor a complete list of all bargaining unit employees, with the dues cheque, designating opposite the name of each employee the amount deducted, or if no deduction was made, the reason why, i.e. laid-off, sick or injured, etc. A copy of this check off list will be given to the Unit Chairperson.
- 3.05 The Company will supply to the Union Local and Unit Chair, in January of each year a list of all bargaining unit employees showing their current names, clock numbers and the total amount of union dues collected for the previous year. In addition the addresses, phone numbers will be provided. The Company shall record on the T-4 slip of each employee, the actual amount of Union dues deducted during the previous year.
- 3.06 The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing after the funds have been deducted and remitted to the Union.
- 3.07 The monies referred to in this Article are to be held in trust by the Employer. These monies cannot be used in any fashion by the Employer or its agents acting on behalf of its creditors. The sole and exclusive role of the Employer is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.

ARTICLE 4 – MANAGERIAL RIGHTS

- 4.01 The Union recognizes that the Employer has the exclusive right to manage the business and to exercise all of the customary prerogatives of management except those specifically delegated to the Union in this Agreement.
- 4.02 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively in the Company and shall remain solely with the Company except as expressly limited by the clear and explicit language of some other provision in the agreement, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
 - (a) maintain order, discipline, and efficiency;
 - (b) hire, assign, promote, demote, classify, transfer, direct, layoff recall, and to suspend, discipline, or discharge provided that the claim of a seniority employee that his/her discipline or discharge was not for just cause may be the subject of a grievance;

- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing work, and the working establishment of the service, and all other matters concerning the Company's operation and not otherwise specifically dealt with elsewhere in this Agreement;
- (d) determine the nature and kind of business conducted by the Company, the kinds and locations of operations, equipment, and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation and curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (f) The Company agrees that it will exercise its functions in a manner consistent with the provisions of this Agreement and that this clause shall not invalidate any other portion of this Agreement.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 There will be no strikes or lockouts during the life of this agreement. Strikes and or lockouts will be defined as per the Canada Labour Code.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise elect from the Union membership, a Shop Committee. The Company will recognize the Committee for the purpose of bargaining collective agreements and representing employees on matters arising from the agreement as well as other matters connected with their employment. The Company will recognize three (3) members of the Committee of which one (1) will be recognized as a Chairperson who will represent the Windsor and London yards.
- 6.02 Should the Company open any new terminal or yard an additional committee person will be recognized for each terminal and/or yard provided that there are at least twelve (12) members working out of that yard and/or terminal.
- 6.03 A National Representative and/or a Local Union official may, at the request of the Committee, be present and participate in any meetings of the Committee with the Company.
- 6.04 The Union recognizes and agrees that members of the Committee have regular duties to perform in connection with their employment and that only such reasonable time as is necessary will be taken by such persons with grievances. Such time will be without loss of pay.

- 6.05 Meetings between the Committee and the Company will be held during regular working hours and without loss of pay.
- 6.06 The Company will recognize alternate committee persons appointed by the union on any day or shift where regular members of the Committee are not available.
- 6.07 The Chairperson will be retained at work, notwithstanding their position on the seniority list, so long as work is available which they are able to satisfactorily perform.
- 6.08 The Committee and the Company representative shall meet providing there is business for their joint consideration at such times as may be mutually agreed upon. A request for a meeting will be indicated by a letter or an email from either party to the other party containing an agenda of subjects to be discussed.
- 6.09 **Chairperson**
The Committee Chairperson or designate will be employed on the day shift. Should the Chairperson opt not to work dayshift, there must be another Committee person on days. The Chairperson will be paid his or her applicable hourly rate for his or her applicable hours. The Chairperson will maintain his/her classification, shift and rate.
- 6.10 The Company will pay each of the three (3) members of the Negotiating Committee, at straight time hourly rates for negotiations and for the time spent in negotiations up to and including the date a strike or lockout commences. For each negotiation session that occurs, such payment shall be to a maximum of 10 hours.
- 6.11 The National Representative or Representatives of the Union shall be entitled to meet with the Committee in a reasonable period of time not to exceed one (1) hour prior to the final step grievance meeting with no loss of wages.
- 6.12 The Company will promptly give the Chairperson and Committee persons messages when phone calls are received for them relating to union business and the Chairperson and the Committee persons will be allowed reasonable time to return such calls, provided the Union does not abuse this provision.
- 6.13 The Company agrees to provide a Collective Agreement to all employees.
- 6.14 When the Committee are all absent, the Union will appoint and the company will recognize an alternate for the Chairperson.
- 6.15 **Union Office**
The Company will supply the Union Committee with a private meeting area and a lockable filing cabinet for the exclusive use of the Union.
- 6.16 **Bulletin Board**
The Company will supply a bulletin board in a locked Plexiglas case in the Driver's Room and Dispatch Office for use by the Union. A key will be given to the Union Chairperson. Union agrees to provide advance notice to Company of all postings.

6.17 Paid Education Leave (PEL)

The Company agrees to pay into a special fund one thousand dollars (\$1000.00) paid on May 9, 2020 and on May 9, 2021 for the purpose of providing Paid Education Leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions.

Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, and sent by the Company to the following address: Unifor, Paid Education Leave Program, 205 Placer Court, Toronto, Ontario M2H 3H9.

ARTICLE 7 – DATA TO BE SUPPLIED TO THE UNION

7.01 The Company will supply the Union committee with the following information upon request and not more than once per month:

- (a) Employees who acquire seniority and new employees including their names, address, telephone numbers, postal codes, rate of pay and classification;
- (b) Employees transferred into or out of the Bargaining Unit;
- (c) Employees on leave of absence;
- (d) Employees on Sickness and Accident and Compensation;
- (e) Layoffs and recall;
- (f) Employees who have lost seniority; and
- (g) Employees who are discharged.

7.02 The Company will supply the Union committee with the following information upon request and not more than once per year, and send a copy to the local union:

- (a) Names, address, telephone numbers and postal codes of all retired and active employees including probationary employees.

ARTICLE 8 – SENIORITY

8.01 An employee will be considered to be on probation and not placed on the seniority list until after he or she has been in the employ of the Company and has completed ninety (90) calendar days in which he or she rendered services within a period of twelve (12) months. The Company and the Union may, by mutual agreement, extend the probationary period by an additional thirty (30) calendar days in order to assess the suitability of an employee.

8.02 Upon attaining seniority, an employee's seniority date shall be his or her most recent date of entry into the bargaining unit. Each employee will be assigned an employee number which shall reflect their order of hire. Where employees have the same seniority date, they shall be listed on the seniority list in order of employee number, lower number having higher seniority.

8.03 A seniority list of employees by department shall be maintained and updated every three (3) calendar months by the Company and shall show the seniority of each employee. A copy shall be given to the Chairperson.

8.04 **Loss of Seniority**

The seniority rights and employment of an employee shall cease for any of the following reasons:

- (a) If an employee voluntarily quits or retires from the employ of the Company;
- (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- (c) If an employee is absent for three (3) consecutive shifts without notifying the Company and giving satisfactory reasons for such failure to notify;
- (d) If an employee fails to report to work within three (3) scheduled shifts after the expiry of a leave of absence without furnishing satisfactory reasons for such failure;
- (e) If an employee fails to return to work within three (3) consecutive scheduled shifts after receipt of a notice of recall issued by the Company and sent registered mail to the last known address of the employee shown in the Company's records or six (6) scheduled shifts from the day the Company mailed the registered letter, whichever is later;
- (f) If an employee is laid off for a period of thirty-six (36) months or for a period of time equal to their accumulated seniority at date of layoff, whichever is less, but not less than twelve (12) months.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Any complaint arising between the employees and the Company regarding the application, interpretation and administration of the collective agreement shall be considered as a grievance and shall be dealt with as expeditiously and effectively as possible, in accordance with the following procedure.

9.02 **Step 1**

Any employee having a grievance shall first take the matter up with his immediate supervisor either directly or through the Union representative within five (5) working days of becoming aware of the matter. If no satisfaction is received within five (5) working days, the grievance shall then be submitted in writing by the Committee Person or Chairperson to the department manager or his designate to discuss the grievance. All evidence will be shared with the union. Within five (5) working days the Company will provide a written answer.

9.03 **Step 2**

If the answer of the department manager or his designate is not satisfactory to the Union, it may be appealed therefore by lodging an appeal in writing to the Operations Manager or Human Resources Manager within five (5) working days of the Company's delivery of the department manager's or designates decision. Thereupon the grievance shall be placed upon an agenda for consideration at a conference between the Company and the Chairperson and Local Officer which shall be held within ten (10) working days of the department manager's or designate's decision. The Company's decision on the

grievance shall be given in writing within five (5) working days following the conference, and if the decision is still unsatisfactory to the Union, the grievance may be submitted to arbitration.

- 9.04 The time limits set forth in the grievance and arbitration provisions herein may be extended on the mutual agreement of the Union and the Company.
- 9.05 For the purpose of the time limits prescribed in this Article, the work week shall be deemed to be Monday through Friday.

ARTICLE 10 – ARBITRATION

- 10.01 If either party's decision given following the conference in Step 2 of the Grievance Procedure is not satisfactory to the other party, such grievance may be submitted to arbitration provided written notice of appeal to arbitration is served within thirty (30) calendar days of the delivery of the decision appealed from. The party giving notice shall also notify the designated Arbitrator:
- 1. Michael Watters**
 - 2. Ted Crljenica**
 - 3. Colin Johnston**
- 10.02 Arbitrators shall be designated in numerical order. When an Arbitrator is not available within sixty (60) days or any other time limit mutually agreed to by the parties, they will be by-passed in favor of the next Arbitrator in numerical order.
- 10.03 The decision of the Arbitrator shall be final and binding on both parties. The cost of the Arbitrator shall be shared equally by the Company and the Union.
- 10.04 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such a penalty.
- 10.05 All reasonable arrangements will be made to permit the conferring parties to have access to the terminal to view any disputed operations involved in the grievance.
- 10.06 Any allegation by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to Management and if by the Company to the Chairperson of the Committee.
- 10.07 Thereafter the policy grievance shall be dealt with at Step 2 of the Grievance Procedure and failing satisfactory settlement at the conference, the policy grievance may then be appealed to an arbitrator in accordance with the time limits and procedure herein provided for arbitration.

ARTICLE 11 – HOURS OF WORK

- 11.01 The regular work week for the drivers will begin at 12:00 am Sunday. Hours will be in keeping with D.O.T./M.T.O. regulations.
- 11.02 The regular work day will be in keeping with M.T.O./D.O.T. hours of service.
- 11.03 A written request, for an early release, made by an employee (24) hours prior to, will not be unreasonably denied.
- 11.04 **Reporting-In Pay**
Any employee reporting for work and who has not been properly notified not to report will receive a minimum of four (4) hours pay at the applicable hourly rate.
- 11.05 **Overtime Notifications and Tracking of Hours**
- (a) A weekly Overtime Weekend Availability List will be posted on Monday mornings for employees to sign if they wish to work overtime on the following weekend. The list will be removed on Wednesday mornings.
 - (b) For the purpose of weekend overtime, those who have signed-up for overtime, will be offered the overtime on a rotational basis based on seniority. Such rotation will be performed on continual seniority basis.
- 11.06 Maintenance and Dispatch Employees will be entitled to two (2) fifteen minute paid working breaks. The first fifteen (15) minute paid break will be taken at least two (2) hours from the start of his/her shift. The second fifteen (15) minute paid break will be taken at least 2 hours after the lunch period.
- 11.07 (a) Office & Maintenance Employees will be paid at time plus 1/2 of their regular hourly rate after eight (8) hours per day and after forty (40) hours has been worked per week.
- (b) Non-city Drivers will be paid at time plus 1/2 of their regular hourly rate after sixty (60) hours have been worked per week. Should a general holiday fall during the week, then after fifty (50) hours have been worked that week.
- (c) City Drivers will be paid at time plus ½ of their regular hourly rate after nine (9) hours each day, or forty-five (45) hours has been worked per week, whichever is greater. Should a general holiday fall during the week, then overtime will be paid after nine (9) hours each day, or thirty-hours (36) hours have been worked for that week, whichever is greater.
- 11.08 (c) **Overtime Calculation for Drivers**
Drivers to be paid for overtime hours at a rate calculated by dividing the gross wage of the current pay week by the amount of hours worked that week. The quotient is then divided by 2 and added to the quotient to attain the overtime hourly rate to be multiplied by the amount of overtime in said pay week.

ARTICLE 12 – JOB POSTINGS

- 12.01 All driving lanes will be posted semi-annually and awarded by seniority. Drivers will have preference to lanes by seniority by their posted start time. Miscellaneous loads will be distributed by start times.
- All Dispatcher jobs will be posted by shift, annually and awarded by seniority.
- Licensed maintenance jobs will be posted by shift, annually and awarded by seniority followed by non-licensed maintenance positions.
- All licensed maintenance jobs must be filled before a licensed mechanic employee can bid on a non-licensed maintenance position.
- 12.02 When a permanent vacancy arises in a classification, it shall be posted for three (3) working days and bargaining unit employees will be allowed to apply in forms supplied by the Company.
- 12.03 The applicant with the highest seniority who is able to perform the work required will be awarded the job. The Company will post notice of all successful applicants. Successful applicants will remain in their position until Company provides their replacement employee. Successful applicants will be moved to their new posted job within thirty (30) days.
- 12.04 The Company will provide the union chairperson with copies of all job postings, all internal applicants and successful applicant notices.
- 12.05 **Pay Per Run**
The Company will provide the pay scale for each highway run and include it as part of each Job Posting.

ARTICLE 13 – LAYOFF AND RECALL

- 13.01 Layoff and recall is specific to each job classification.
- 13.02 Whenever it becomes necessary to decrease the workforce, the affected job classification will be the first laid off probationary employees, part time employees, Owner/Operators, and Outside Carriers to be the first laid off. Within each job classification, layoff will be by Seniority date provided that all positions requiring, certification or qualifications remain filled.
- 13.03 If further layoffs are necessary, the Company will identify what job classification the redundant positions are in and lay off in order of reverse seniority in that classification provided the remaining employees are qualified with the necessary credentials and certification, rendering them capable of performing the work available.
- 13.04 Bargaining unit employees who have been laid off in accordance with the above procedure will be returned to work in line of seniority in which they are laid off, provided that they are capable of performing the work.

- 13.05 The Company will provide the Chairperson and Union Shop Committee with a list of employees to be laid off or recalled, as well as any cancellation of such notices.
- 13.06 Owner Operators and U.S drivers will not be utilized to perform the bid work usually performed by bargaining unit members, when bargaining unit members are on layoff.
- 13.07 A layoff is defined as any bargaining unit driver who has not been given a start time within thirty (30) hours of completing his ten (10) hour DOT rest period.
- 13.08 Absent Statutory Holidays, drivers who have not been dispatched for three (3) consecutive days will be considered laid off and all appropriate paperwork (ROE) will be processed within seven (7) days or within the next pay period to the proper department at Service Canada.

ARTICLE 14 – NO HARASSMENT OR DISCRIMINATION

- 14.01 There will be no discrimination or harassment consistent with the provisions of the applicable legislation and;

All employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated;

The Union and the Company are committed to providing a discrimination and harassment-free workplace.

(a) **Discrimination**

Discrimination is defined as a distinction, whether intentional or not, based on grounds relating to personal characteristics of an individual or group, which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed upon others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in any matter on the basis of race, creed, colour, age, sex (pregnancy, gender identity, gender expression), marital status, family status, ancestry, place of origin, citizenship, place of residence, political or religious affiliation or beliefs, sexual orientation, same sex partnership status, receipt of public assistance, record of offences, disability, nor by reason of Union membership or activity.

(b) **Harassment**

Harassment is defined as:

- (i) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working environment when such treatment has the effect or purpose of threatening or intimidating a person;
- (ii) treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of

offending or demeaning a person or group of persons on the basis of creed, age, sex (pregnancy, gender identity, gender expression), disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, place of residence, ancestry, place of origin, family status, same sex partnership status, receipt of public assistance, record of offences, political or religious affiliations or beliefs or by reason of Union membership or activity.

Harassment may occur during one incident, or over a series of incidents including those which, in isolation, would not necessarily constitute harassment. Harassment prevents or impairs the full and equal enjoyment of employment, benefits and/or opportunities and may occur between people of the same or different status within the workplace, regardless of age or sex. Harassment may also be directed at a group as well as at an individual. Harassment may be psychological, verbal, physical, and visual or may be all of these.

Harassment does not include appropriate direction, delegation, or discipline, administered by a member of Management or designate.

(c) **Sexual Harassment**

The Parties are committed to a workplace free of sexual harassment. The Parties recognize that sexual harassment often occurs in situations of power differential and that sexual harassment attacks the dignity and self-respect of the victim;

Sexual Harassment includes, but is not limited to:

- (i) any unwanted sexual attention or behaviour by a person who knows or ought reasonably to know that such attention is unwanted; or
- (ii) any implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) any implied or expressed threat of reprisal, in the form of either actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- (iv) any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile or intimidating or offensive manner; or
- (v) the communication or display of material with a focus on sexuality or sexual identity which has the effect or purpose of creating a hostile or intimidating working environment.

14.02 **Investigative Training**

The Union shall provide one (1) Local/National representative who will conduct investigations on behalf of the Union. The Union and Company representatives will participate in harassment investigation training offered by the Unifor-Canada Human Rights Department within ninety (90) days of ratification. All costs of such training shall be incurred by the Company.

14.03 Filing a Complaint

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground they may request a stop of the behaviour, inform the individual that the behaviour is unwanted and unwelcome, document the events and/or report the incident to their Supervisor or Union Committee Representative.

However, it is also understood that some persons who allege discrimination or harassment may be uncomfortable or reluctant to confront their harasser. In this event, the complainant may seek assistance by reporting the incident directly to any Union Committee Representative or Representative of Management.

14.04 Investigation Formal

Upon receipt of the complaint the Supervisor or Union Committee Representative will immediately inform the Representative of Management as soon as practicable, and no later than forty-eight (48) hours after the complaint was received. The Representative of Management and the Local Union Representative will interview the employee jointly within five working (5) days of receipt of the complaint. The Investigators will interview the respondent, witnesses and other persons named in the complaint.

The investigation process will not exceed fifteen (15) working days unless by mutual consent of both parties. Should the Parties determine that the Investigators must be from outside the workplace, the reasonable costs of the investigation will be paid by the Company, provided such costs have been pre-approved by the Company.

14.05 Resolution

If a joint investigation Management confirms that discrimination or harassment has occurred, immediate action will be taken to put an end to the discrimination or harassment.

The Representative of Management or designate and the Local Union Representative will provide their findings to the Employer contact and the Local Union Officer. The Company will make a determination of resolution within fifteen (15) working days of receiving the findings and will meet with the Local Union Officer to inform him/her of the resolution. It is agreed that the appropriate resolution will be consistent with the collective agreement and the applicable legislation.

Such resolutions will be enforced within thirty (30) working days that results in the completed and successful conclusion of investigation.

The complaint, if unresolved, may be submitted by the Union to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that complaints should not be pursued through both the Grievance and Harassment complaint procedure.

14.06 A complaint of this nature shall be promptly investigated and appropriate action taken.

14.07 Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

- 14.08 Where the alleged harasser is the person who would normally deal with any of the steps of the complaint or grievance procedure, the complaint or grievance shall automatically be forwarded to the next step.
- 14.09 At no time during or after a discrimination, harassment or sexual harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.
- 14.10 Employees will be provided with a component on harassment training during an annual health and safety training.

ARTICLE 15 – ADMINISTRATION OF DISCIPLINE

- 15.01 When an employee is called to an interview by a member of supervision, and the subject of the interview could result in suspension or discharge, the employee will be provided with union representation.
- 15.02 The Company will provide advance notice of at least twenty-four (24) hours to the employee and the Union Committee person of the date and time when the interview is to be held.
- 15.03 No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months unless discipline is imposed for a similar offence with twelve (12) months, in which case, both would remain on the file for twelve (12) months from the second (2nd) incident.
- 15.04 Discipline is defined as a verbal warning, written warning or suspension given to an employee.
- 15.05 A copy must be given to all committee persons.
- 15.06 The Company may only discipline within ten (10) working days of becoming aware of the infraction in question, unless an ongoing investigation is not yet complete. The Company, with the Union's approval, to receive a thirty (30) day extension for conducting and completing investigations involving vehicle accidents, injuries at work, theft of property and violence in the workplace. Union approval for such an extension will not be unreasonably withheld.
- 15.07 Given this is the first contract between Company and Union, for purposes of discipline, the Company will only consider any disciplinary letters, warnings or any disciplinary documentation after the first day of bargaining.

ARTICLE 16 – HEALTH AND SAFETY

- 16.01 The Company and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times.

It is equally recognized in the best interests of all parties, to at all times, comply with the statutes and regulations which pertain to the operation of commercial vehicles.

- 16.02 A Workplace Health & Safety Committee consisting of at least 1 member, selected by the Union and at least 1 member selected by the Company will be established. All members of this Committee will receive industry related training at the Company's expense with no loss of wages. The Union and the Company can mutually agree to utilize another provider for this training should the training not be available.
- 16.03 The Committee will meet no less than 12 times a year for up to four (4) hours each meeting.
- 16.04 The Company and the Employees agree to abide by the driving rules as laid down by the M.T.O./D.O.T. and Company Safety Policies.
- 16.05 Employees must immediately report to the Company any accident involving a Company vehicle or any loss or damage to cargo.
- 16.06 No employee shall be compelled to operate equipment which is not in compliance with manufacturer's specifications. Employees must immediately notify the designated Company representatives, if they believe their equipment does not meet manufacturer's specifications and shall complete all necessary paperwork to facilitate repairs.
- 16.07 The maintenance of equipment in safe operating condition shall be the full responsibility of the Company.
- 16.08 The Workplace Health and Safety Committee will have the right to assist in the investigation of accidents and near misses and provide input to the Company to better affirm the making of decisions as to preventability and non-preventability.
- 16.09 An employee injured on the job shall be paid for the balance of his/her shift on which the injury occurred if, as a result of such injury, the employee is sent home by the Company or is sent to an outside hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Company will make available transportation for such injured employee to and from medical treatment when required.
- 16.10 **Day of Mourning**
Each year on April 28th at 11am, work will cease for all employees who are not operating a motor vehicle for 1 minute of silence in memory of workers killed or injured on the job.
- 16.11 **Equipment Standards**
Having regard for the Health and Safety of the drivers, the company will ensure that all current equipment, as well as all new and used equipment introduced into the fleet, will be equipped with the following:
- * Stacks to be upright and on the passenger side of truck
 - * Proper sized fog lights
 - * AM/FM Bluetooth radio

Within 90 days of ratification, the company commits to ensuring all above criteria is met and the company will ensure that all power equipment maintains adequate heating system, arctic windshield wipers during winter months, defrosters, proper windshield washer fluid, and overall cleanliness of equipment, on an ongoing basis.

- 16.12 The company will implement a preventative maintenance program that inspects and services air conditioning systems in all its tractors as the vehicles are booked for service. Starting April 1st each year and completed by May 31st.
- 16.13 The Company intends to identify resources which allow for continuous cleaning of interior of all trucks and cabs.

ARTICLE 17 – NEW EMPLOYEE ORIENTATION

- 17.01 The Company agrees to provide all new bargaining unit employees with a copy of the collective agreement and the contact information for the Union during employee orientation.

ARTICLE 18 - PAYDAY

- 18.01 Employees shall be paid by direct deposit on a weekly basis, every Friday. In the event there is a problem with late deposit, the Company will notify the members as soon as they are aware of the problem.
- 18.02 To correct any payroll errors, the Company requires all corrected or missing information be submitted to payroll by Wednesday of each week for the following week's regular paycheck.

ARTICLE 19 – WOMEN'S ADVOCATE

- 19.01 The Company and the Union agree that female employees may sometimes need to discuss matters with another woman, such as violence or abuse at home or workplace harassment. They may also need to find out about special resources in the community such as counselors or women's shelters to assist them in dealing with these or other issues.
- 19.02 The parties agree to recognize a Unifor female member, who will serve in the role of the Women's Advocate. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality.
- 19.03 The Women's Advocate will participate in an initial 40 hour training program and an annual three (3) day training update program and the Company will permit the Unifor female member an unpaid leave of absence for this purpose.
- 19.04 The Women's Advocate will develop appropriate communication to inform female employees about the advocacy role.

ARTICLE 20 – DRIVERS

20.01 If future business dictates the need to utilize toll routes including the 407 Hwy, the Company agrees to meet and discuss with the Union.

20.02 Drivers will be responsible to clean their cabs of any personal items or debris.

20.03 **Governors**

The Company agrees to govern the speed of all trucks operating in Ontario consistent with provisions set forth by Ontario's Ministry of Transportation, provided these regulations are not inconsistent with Federal Law.

20.04 **Inter-stating**

During the 2019 negotiations, the parties discussed the issue of "Inter-stating". The Company affirmed that employees would never be asked or required to perform any illegal acts. Further, the Company confirmed that should an employee wish to refuse a load due to the belief they could be "inter-stating", the employee may do so without any fear of reprisals or retaliation until and unless the Company issues a signed directive to the employee which acknowledges the route path and affirms the route path is not "inter-stating". If the employee continues to refuse to run, the employee can file a grievance but must undertake to complete the run.

20.05 **VCR Books**

Each driver will be supplied with proper duplicate forms on which driver must report defects in the equipment. One copy will be returned to the driver and is to be stored in the tractor for which the form pertains to.

20.06 **Document Pouch**

It shall be the responsibility of the company to place a list outlining the necessary paper work and all safety equipment in each unit operated by the company. Each unit will contain a proper pouch/file folder, located in a common location, for the storage of all such paper work.

20.07 (a) The Company will continue to pay one (1) hour of time for drivers complying with DOT random drug testing if performed off site.

Should random drug tests be completed at the Martin Transportation Windsor terminal by qualified individuals, drivers will be paid as part of a regular day. Such testing shall occur anytime during the drivers shift between punch times.

(b) For other drivers in a terminal other than Windsor, will report when in Windsor, during working hours to the Windsor Facility or will be sent to a testing facility near their domicile as is present practice. The Company will continue to pay the one (1) hour of time in those situations for the random drug testing.

(c) The Company will provide transportation to and from the Terminal if required to go to an offsite testing facility.

20.08 Satellite Communications

Company will continue to maintain equipment that is in the trucks, and will discuss new features with the committee as and when they become available.

20.09 Drivers Room

The Company will provide a Driver's Room, with tables and chairs so that drivers can complete their paperwork and use while waiting for loads or dispatch.

A Refrigerator and a Microwave will also be supplied and maintained. The fridge and microwave will be cleaned by a committeeperson or his/her designate on a regular basis.

20.10 Detailing Equipment

The Company will provide and maintain a properly stocked detailing kit in a lockable cabinet.

20.11 The Company agrees to provide copies of run sheets or other information relating to the usage of Owner/Operators upon request of the Union.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 (a) Provided the Company is still able to efficiently operate, the Company may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on leave of absence. A leave of absence shall not exceed thirty (30) calendar days with possible extension on a case by case basis. Company reserves the right to request documentation which supports the leave request. No employee may take a leave of absence in order to take alternative employment.

(b) An employee requesting a leave of absence shall do so in writing at least two (2) weeks prior to the commencement of the requested leave, except in cases of emergency. The Company will respond to such a request in writing within one (1) week. The Company will provide the Union with a copy of a leave of absence authorization form.

(c) An employee on an approved LOA wishing to return to work early may do so by giving the employer seventy-two (72) hours' notice.

21.02 Union Leave

Provided the Company is still able to efficiently operate, a leave of absence without pay shall, upon the application of the Chairperson, be granted for any member of the Committee and, if necessary, for up to three (3) members of the bargaining unit to attend to Union business provided the request is made in writing to a Company representative at least one (1) week prior to the commencement of the leave of absence. The Company will pay lost time for all Union leaves under this article to employees at their hourly rate of pay, and such hourly rate of pay will be reimbursed by Unifor Local 444.

21.03 The Company will grant employees maternity and parental leave in accordance with the provisions of the Canada Labour Board Regulations.

21.04 All leaves of absence in this agreement are unpaid unless otherwise stated.

21.05 **Bereavement**

- (a) In the event of the death of the spouse, child or step-child, an employee shall be granted an excused absence of five (5) working days, the first three (3) days paid at his/her base rate of pay, inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.
- (b) In the event of the death of an employee's mother or father, sister or brother, father-in-law or mother-in-law, son-in-law and daughter-in-law, sister-in-law or brother-in-law, step-parent or a step-parent of a current spouse, stepsister, or stepbrother, grandparent or grandchildren of any employee covered by this Agreement, such employee shall be granted an excused absence of three (3) working days at his/her base rate of pay, inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.

Every employee who takes the leave of absence shall be as soon as possible, providing the Company with written notice of the dates the leave will be taken. The Company reserves the right to request that the employee furnish proof that the leave is required.

21.06 **Jury Duty**

If an employee is required to serve as a juror in any court of law, or is subpoenaed to attend a court of law as a crown witness, the employee shall be protected against loss of regular straight time pay for scheduled hours to a maximum of eight (8) hours per day, provided that the employee:

- (a) Notifies the Company immediately on an employee's notification that he or she will be required to attend court in either capacity;
- (b) Presents proof of service requiring employee's attendance; and
- (c) Employee will provide official receipt(s) to Company showing full amount of compensation received excluding mileage, travelling and meal allowance, and all such compensation will be deducted from the amounts due.

ARTICLE 22 – VACATIONS

22.01 Each employee will be entitled to a vacation with pay in accordance with the following schedule:

- (a) Employees with less than 1 year seniority will receive four percent (4%) of their gross earnings.
- (b) 1 year but less than 5 years seniority, 2 weeks' vacation with four percent (4%) of gross earnings

- (c) 5 years but less than 10 years seniority, will receive 3 weeks' vacation with six percent (6%) of gross earnings.
- (d) 10 years seniority or more, will receive 4 weeks' vacation with eight percent (8%) of gross earnings.

22.02 All unused vacation pay will be paid out on the first pay period in December

22.03 The vacation year will be from January 1st to December 31st starting in 2020.

22.04 Employees will be canvassed for two (2) weeks' vacation by April 1st of each year. The Company will post the results by April 15th. Employees who have remaining vacation time may submit requests and will be granted on a first come first serve basis.

22.05 If by October 31st, an employee has not scheduled or utilized all of his/her vacation, the Company will meet with said employee in an effort to schedule the employee's vacation prior to December 31st. If an agreement cannot be reached, the Company will assign the employees remaining vacation time.

22.06 It will be mandatory for all employees to take their vacation time herein provided during the vacation year.

22.07 Company will endeavor to meet employee's reasonable requests for time off.

ARTICLE 23 – HOLIDAYS

23.01 The following are designated paid holidays:

- (a) New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (b) If any such designated holiday fall on a Saturday or Sunday another day will be established by statute or decreed by the employer for its observance, and shall be deemed to be the statutory holiday for the purpose of this agreement. Such observed holidays will be shared with the employees no later than January 15th of each year.
- (c) All employees shall be paid eight (8) hours for the designated holidays as per Article 25.01
- (d) An employee who is required to or who agrees to work on a designated holiday shall be paid at the rate of time and a half (1.5x) the employee's straight-time hourly rate for all time worked on the designated holiday. This is in addition to the designated holiday pay that is paid in accordance with this Article.
- (e) Highway drivers to receive holiday pay in accordance with the *Canada Labour Code* when working on any of the above holidays.

- (f) When a designated holiday falls during an employee's vacation or on a normally scheduled day off, it is agreed that with the payment of holiday pay, the Employer is not required to provide the employee with a day off in lieu of the holiday.

25.02 Paid Sick Days

Employees will be paid for three (3) sick days per calendar year as per Canada Labour code 2020.

ARTICLE 24 – WAGES

24.01 Wait Time

Once reported to dispatch, Drivers will be paid wait time of \$19/hour after the first hour.

24.02 Break Down Pay

Drivers will be paid \$19/hour from the time of the breakdown.

ARTICLE 25 – BENEFITS

25.01 The Company agrees to pay on behalf of all eligible employees covered by this Agreement 100% of the premium rate (or full cost where the benefits are uninsured) for all single coverage health care, dental and travel assistance benefits. Double and family dependency coverage is available at a cost to the employee of \$12.50. The Green West Life employee booklet that describes benefits in effect shall be incorporated, by reference, into this Collective Agreement.

25.02 Should the Company consider a change of Benefit Providers during the life of this Agreement, the Company will meet with the Union to discuss ways to make a smooth transition, which will also include no loss of benefits or increases to any Co-pays.

25.03 The Company shall continue providing the RSP program to all employees as currently being administered.

ARTICLE 26 – EQUIPMENT

26.01 Safety Shoes

The Company agrees to reimburse each Maintenance employee and Drivers up to one hundred dollars (\$100.00) per year inclusive of taxes, per 12-month period for the purchase of safety footwear. The employee is to be reimbursed upon presentation of receipt or will receive a voucher from the Employer to be used at a specific footwear supplier.

26.02 Safety Clothing

The Company will provide all Maintenance employees with Leather Palmed Work Gloves (replaced when worn out), Hearing Protection, and a Winter Jacket every 2 years.

The Company will provide all Drivers with Leather Palmed Work Gloves (replaced when worn out).

26.03 Prescription Safety Glasses

If an employee requires prescription safety glasses, the company will furnish selected safety glasses for the employee to choose from at a preferred vendor, every two years, at a maximum cost of two hundred dollars (\$200.00). Any cost above the standard company selected prescription safety glasses are the employee's responsibility.

If the standard lenses or frames are damaged as a result of an on-the job incident they will be replaced upon approval of management.

ARTICLE 27 – DURATION

- 27.01 The agreement shall be effective from the May 9, 2019 to and including the 6th day of May, 2022 Either party shall be entitled to give notice in writing to the other party as provided in the *Canada Labour Code* of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.
- 27.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 6th day of May, 2022, for any stated period acceptable to the parties and in accordance with the *Canada Labour Code*.
- 27.03 Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

APPENDIX "A" – BASE HOURLY WAGE RATES

The parties are agreed to the base hourly wage rates shown below shall be put into effect upon ratification.

Classification	Effective as at ratification	Effective May 6, 2020 \$0.25 increase	Effective May 6, 2021 \$0.25 increase
Dispatchers	\$23.75	\$24.00	\$24.25
DZ Driver	\$220.00/day	\$222.00/day	\$224.00/day
Highway Drivers	\$0.42 / mile Canadian funds \$0.45/mile (U.S. miles) \$0.03/mile (fuel bonus)	\$0.43 / mile Canadian funds \$0.46/mile (U.S. miles) \$0.03/mile (fuel bonus)	\$0.44 / mile Canadian funds \$0.47/mile (U.S. miles) \$0.03/mile (fuel bonus)
Highway Drivers Flat Rate	1% per year increase	1% per year increase	1% per year increase
Mechanics	\$34.00	\$34.25	\$34.50
Semi-Skilled Mechanic	\$25.00	\$25.25	\$25.50
General Labourer	\$18.00	\$18.25	\$18.50
Apprentices **	\$20.00	\$20.25	\$20.50

*** Apprentices to receive an additional \$3 per hour after attaining each level of certification in accordance with the College of Trades. Apprentices to receive a pay level in accordance to their completed level of certification. Immediately upon attaining certificate of qualification the Apprentice will receive full wage ***

LETTER OF UNDERSTANDING – RE: GARAGE EQUIPMENT

Within thirty (30) days of the ratification of this agreement the Company will meet with the Mechanics to evaluate the current equipment and determine what equipment needs to be replaced or repaired and discuss any new equipment that would help with the safety and efficiency of their jobs. Further the Company agrees to repair and maintain the current equipment in good working order.

LETTER OF UNDERSTANDING – RE: GARAGE EXHAUST

Immediately following the ratification of this agreement the Company will meet with the mechanics and garage personnel to discuss ways to resolve exhaust problems in the garage.

LETTER OF UNDERSTANDING – RE: OWNER OPERATORS

The Company's preference is to use Company Drivers as opposed to Owner-Operators and commits to doing so wherever possible.

LETTER OF UNDERSTANDING – RE: OFFICE EQUIPMENT

Within six (6) months of ratification all dispatch office equipment will be upgraded including Desks, Chairs, Computers, a Printer, Fax Machine etc..

LETTER OF UNDERSTANDING – RE: WASHROOMS

Within six (6) months of ratification, the washrooms will be upgraded, including newly tiled floors, sinks, toilets and urinals, in order to facilitate quick and proper cleaning. Washrooms will be maintained with a regular cleaning schedule.

LETTER OF UNDERSTANDING – RE: HIGHWAY PAY CALCULATION

For the purposes of the “Distance System” the Company uses, at present the PC Miler v19.

LETTER OF UNDERSTANDING – RE: DISPATCHERS

The Parties have agreed that should a dispatcher that is currently laid off be recalled their base hourly wage rate would be as follows:

Effective upon ratification	\$21.00
Effective May 6, 2020	\$22.00
Effective May 6, 2021	\$23.00

It is further agreed that all active dispatchers that have been recalled will be paid \$24.25 on May 6, 2022.

The Parties during negotiations 2019/2020 discussed that there may be a potential need for the Company to hire additional dispatchers and the base hourly wage rate for new dispatchers would be as follows:

First Ninety (90) days (probationary period)	\$17.00
Upon completion of probationary period	\$18.50
One year anniversary of hire date	\$21.00

It is further agreed that new dispatchers can only be hired if all dispatchers have been recalled.

LETTER OF UNDERSTANDING – RE: TOOL ALLOWANCE

Mechanics and Apprentices will be given up to a \$200.00 reimbursement per year towards the purchase of tools, specific to their jobs when a receipt is provided. The Company will repair air tools when broken.

LETTER OF UNDERSTANDING – RE: SIGNING BONUS

Each active employee will receive a signing bonus of \$500.00 upon ratification. Such signing bonus will be paid within twenty-one (21) days of ratification. The Company will offer the

option to employees to roll such bonus into a RSP. Any employee who returns back to the workplace by December 31, 2020 will receive the signing bonus.

UNPUBLISHED LETTER – CAMERAS IN DISPATCH

Immediately following ratification the company will remove all cameras and recording devices from the dispatch area.

rs:cope343