

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MARTIN-BROWER OF CANADA, CO.  
656 BABIN STREET  
DIEPPE, NEW BRUNSWICK**

**AND**

**TEAMSTERS LOCAL UNION NO. 927**

**JANUARY 1, 2023**

**THRU**

**DECEMBER 31, 2025**

## TABLE OF CONTENTS

|                   |  |              |
|-------------------|--|--------------|
| <b>ARTICLE 1</b>  | <b>PURPOSE OF AGREEMENT</b>  | <b>3</b>     |
| <b>ARTICLE 2</b>  | <b>UNION RECOGNITION</b>   | <b>3-4</b>   |
| <b>ARTICLE 3</b>  | <b>RESERVATION TO MANAGEMENT</b>   | <b>4</b>     |
| <b>ARTICLE 4</b>  | <b>UNION SECURITY</b>  | <b>4-5</b>   |
| <b>ARTICLE 5</b>  | <b>SENIORITY</b>   | <b>5-8</b>   |
| <b>ARTICLE 6</b>  | <b>DRIVERS HOURS OF WORK AND OVERTIME</b>  | <b>8-11</b>  |
| <b>ARTICLE 7</b>  | <b>WAREHOUSE HOURS OF WORK AND OVERTIME</b>                                      | <b>12-15</b> |
| <b>ARTICLE 8</b>  | <b>CLASSIFICATION, RATES OF PAY AND SPECIAL ALLOWANCES, LOCAL DISPATCH RULES</b> | <b>16-18</b> |
| <b>ARTICLE 9</b>  | <b>JOB POSITIONS, PROMOTIONS, TRANSFERS OF EMPLOYEES</b>                         | <b>18-19</b> |
| <b>ARTICLE 10</b> | <b>VACATIONS</b>   | <b>19-21</b> |
| <b>ARTICLE 11</b> | <b>PAID HOLIDAYS</b>   | <b>22-23</b> |
| <b>ARTICLE 12</b> | <b>GENERAL</b>   | <b>24-27</b> |
| <b>ARTICLE 13</b> | <b>LEAVE OF ABSENCE</b>  | <b>28-30</b> |
| <b>ARTICLE 14</b> | <b>GRIEVANCE AND ARBITRATION</b>   | <b>30-32</b> |
| <b>ARTICLE 15</b> | <b>STRIKES AND LOCKOUTS</b>  | <b>32</b>    |
| <b>ARTICLE 16</b> | <b>HEALTH AND WELFARE</b>  | <b>33</b>    |
| <b>ARTICLE 17</b> | <b>REGISTERED RETIREMENT PLAN</b>  | <b>34</b>    |
| <b>ARTICLE 18</b> | <b>MAINTENANCE OF PRIVILEGES</b>   | <b>34</b>    |
| <b>ARTICLE 19</b> | <b>DURATION OF AGREEMENT</b>   | <b>35</b>    |
| <b>ARTICLE 20</b> | <b>LABOUR MANAGEMENT</b>   | <b>35</b>    |



2:03 Except in the case of emergencies, no work will be contracted out which is normally performed by members of the bargaining unit which would result in the layoff or short work week of regular bargaining unit employees or which would result in a reduction in working force.

**2:04 In circumstances of force majeure, such as the discontinuance or curtailed operations due to a declared global or local pandemic, to lack of fuel, sabotage, riot, freeze-up, excessive snow, flood, earthquake and explosions and collapse of equipment and buildings, those provisions of the Collective Agreement penalizing the Company, either monetarily or otherwise such as constraining language to operate efficiently during a force majeure, will not be effective for the duration of the force majeure. The parties agree to meet and discuss the circumstances causing the force majeure. The parties also recognize that there may be incidents of force majeure which prevent or curtail business operations, other than those listed in this provision. If there are such incidents of force majeure which prevent or curtail business operations and could not have been avoided by due consideration of the Company, the parties will by mutual agreement add such act of God or event to this clause.**

### **ARTICLE 3. RESERVATION TO MANAGEMENT**

3:01 The management of the Distribution Centre and the direction of the work force is exclusively vested in the Company except as specifically limited by the terms of this Labour Agreement.

The Company will have the right to establish reasonable shop rules. The application of such shall be subject to the Grievance Procedure.

3:02 This Agreement contains all of the rights, terms and conditions of employment for the employees of the bargaining unit named herein.

### **ARTICLE 4. UNION SECURITY**

4:01 The Company agrees that all employees covered by this Agreement (except new employees during their probationary period) shall, as a condition of employment, become and remain members of the Union in good standing.

4:02 New employees shall make application for membership in the Union on cards supplied by the Union at the time of their hiring and will become and remain members of the Union in good standing as a condition of their employment, as soon as their probationary period has been served. The application card will be forwarded to the Union by the Company with the first dues payment.

- 4:03 The Company agrees to deduct initiation fees and monthly dues from each eligible employee on a weekly basis and remit monies so deducted, together with a list showing from whom and in what amount deductions were made, to the Secretary/Treasurer of the Union on or before the 24th day of the month in which the monies were deducted. The Secretary/Treasurer of the Union shall notify the Company by letter of any change in the amount of initiation fees and dues and such notification shall be the Company's conclusion authority to make the deductions specified.
- 4:04 A student or part-time employee is required to pay regular monthly (excluding initiation) Union dues if he accumulates in excess of 24 hours work per month.
- 4:05 Hold Harmless - The union shall indemnify, defend and hold the Company harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of any action that shall be taken by the Company for the purpose of complying with the provisions of this Article.
- 4:06 The Company recognizes the right of the Union to designate one steward and one alternate steward for each classification (warehouse & drivers). An alternate steward shall only become involved in the event that the steward is unavailable and / or cannot be reached.
- 4:07 The Union agrees to advise the Company in writing of the names of the Steward and Alternate Steward and any change in the name thereof. The Steward's duties shall in no way conflict with his duties to his employer and he shall be held responsible for the same quality and quantity of work as the other employees.
- 4:08 The Steward shall not be separated from the payroll without notifying the local Union in writing so that the Local Union is advised of such separation no later than forty-eight (48) hours from the time of such separation.
- 4:09 The Company shall not refuse permission to any representative of the Local Union, upon request, to enter the Company's premises in the administration of this Agreement.

## **ARTICLE 5. SENIORITY**

- 5:01 A. Probationary period is defined as the first **eight hundred (800)** actual hours of work.
- B. A full-time employee's seniority begins on the date of hiring as a fulltime employee, provided he has served his probationary period. The Company will post the name and date of newly hired employees.
- 5:02 A. In the event of layoff, ability being sufficient, seniority shall determine the employees to be retained, notwithstanding a senior employee may elect to take a voluntary layoff in place of a junior employee. Senior employees who have voluntarily accepted a lay-off have elected to be bypassed in a recall except where the recall is as a result of the start of

a new bid schedule or the senior employees on voluntary lay-off are the last available employees. However it is understood that should the senior employee on layoff wish to leave the Moncton area for a period of time not to exceed 3 weeks, he shall advise the Company in writing at least 7 days in advance of his desired departure date and the Company shall not unreasonably deny approval.

B. The Company shall give full-time seniority employees five (5) working days notice of layoff or pay in lieu thereof.

5:03 Employees who have not forfeited their seniority rights, as hereunder provided, shall be recalled in order of seniority, ability being sufficient.

5:04 An employee shall lose all seniority if he:

- (a) Voluntarily quits the employ of the Company, including retirement;
- (b) Is laid off for a period of twelve (12) months; except, if an employee is laid off more than twenty-four (24) months provided the employee has two (2) years or more seniority;
- (c) Is justifiably discharged and is not reinstated through the Grievance and Arbitration procedure;
- (d) If, after having been notified by registered mail at his last known address to return to work following a layoff, he fails to notify the Company within three (3) working days after receipt of registered notice of his intention to report for work or fails to report for work within three (3) working days after notification by registered mail from the Company;
- (e) Is absent for three (3) consecutive working days without notice, unless such absence is substantiated to the Company's satisfaction.
- (f) Is absent due to illness or injury for a period of one (1) year or an amount of time equal to his seniority, up to three (3) years, whichever is longer.

5:05 Employees who leave the bargaining unit in order to work for the Company in a position outside the bargaining unit will retain their seniority while working for the Company during the first ninety (90) days following their last day of employment in the bargaining unit. If the employee is returned to the bargaining unit within his ninety (90) day period, he shall be returned to the job classification he held on his last day worked in the bargaining unit provided he is qualified and entitled to under the provisions of this Agreement.

Employees shall lose their bargaining unit seniority on the day following this ninety (90) day period from their last day worked in the bargaining unit.

- 5:06 It shall be each employees responsibility to update their personal contact information electronically via VIC with his current address and telephone number and to maintain them current at all times. The Company shall be entitled to rely on its records in giving any notice called for in this Agreement.
- 5:07 Any employee who is called in for work at a time not previously scheduled shall, whenever possible, be given notice of same at least two (2) hours prior to reporting.
- 5:08 A seniority list shall be placed on the bulletin board and will be revised by the Company at least every three (3) months. Copies of these lists will be forwarded to the Union.
- 5:09 A part-time employee is an employee who works twenty-four (24) hours per week or less.
- 5:10 A part-time employee will be placed on the part-time seniority list after he has served a probationary period of **eight hundred (800)** hours of actual work. A part-time employee will acquire seniority and only have to serve one probationary period. The Company reserves the right to call in those part-time employees based on seniority.
- 5:11 Part-time employees working a schedule of the same duration as regular employee will have the right to a paid rest period on the same basis as full-time employees.
- 5:12 Part-time employees who have worked their probationary period provided in 5:10 above, will have the right to Grievance and Arbitration as provided in Article 14 of the Agreement governing regular full-time employees.
- 5:13 Part-time employees including students that have completed their probationary period will receive pro-rated statutory holiday pay for the week in which said holiday falls in accordance with Article 11:01 and Article 11:02. Pro-ration will be based on the cumulative regular hours during the week in which the holiday falls. Vacation pay will be paid annually in accordance with article 11:01 and article 10:01 (a) of the agreement.
- 5:14 Part-time employees will be paid as provided in Article 8:01 and 8:02 of this Agreement. Part-time employees will also be paid the applicable overtime rates as outlined in this Agreement if they work outside the standard hours of work.
- 5:15 A. Students may be employed as vacation replacements or when all qualified and available regular bargaining unit employees have been offered all available straight time hours: however, the Company will not utilize students when it has regular seniority employees on layoff status or working reduced hours. Students shall be paid in accordance with the terms of this Agreement and are eligible for vacation benefits and statutory holidays, when qualified. Non-probationary students have rights under the Grievance and Arbitration Procedure. The Company shall not be required to make any other benefit payments on behalf of a student employee, including Health & Welfare and Pensions, except as provided by law.

B. A student who becomes a part time or full employee, having completed his original probationary period, shall be required to complete a second probationary period of two hundred and forty hours (240).

5:16 Part-time employees will not be entitled to work overtime unless sufficient full-time employees within the shift are not available.

5:17 A part-time employee shall become a full-time employee providing he works twenty-five (25) hours per week or more and has served his probationary period. At such time, his name will be place on the full-time seniority list and his seniority date shall be his first date of service with the Company.

5:18 The Company will give at least ninety (90) minutes notice of overtime, except for reasons beyond its control.

#### **ARTICLE 6. DRIVERS HOURS OF WORK AND OVERTIME**

6:01 Driver bid and dispatch shall be as follows:

A. **The Company and the Union agree to work together during the course of this Collective Agreement to develop scheduled runs that achieve the Company's objectives regarding service excellence, and provide the optimal mix for drivers in terms of the guidelines contained herein. The Company will allow two (2) employees from the driver group, to assist in reviewing scheduled runs, however the final decision will be that of the Company.**

B. (1) All drivers will be required to bid on scheduled runs, a minimum of four (4) times per year as determined by customer demand for the purpose of changing the previous scheduled runs

(2) Drivers shall bid for designated run schedules (as determined by the Company), in seniority order. The Company agrees to allow drivers to select designated routes based upon Local Dispatch Rules. Once run schedules are so assigned by bid, a driver will not be considered available for additional or other work unless his normal run is canceled and/or his bid run schedule is less than forty (40) D.O.T. hours per week averaged over the course of the schedule. However, drivers who bid both halves of a layover route that provides a weekly average of less than forty (40) D.O.T. hours will not be required to select an additional route and may choose to be considered unavailable for additional work. This is not applicable to the summer schedule.

(3) Drivers on vacation at the time a bid meeting is scheduled must indicate in writing to the Company prior to leaving on vacation their preference in runs or a means of contact i.e. phone, fax, email, etc. The Company agrees to attempt to make contact using the specified method. The driver must notify the Company within 24 hours of the initial message being sent by the Company. Any driver who fails to comply with this provision, including drivers absent due to sickness or injury, will be assigned a scheduled run by the Company and will work such run until the next bid meeting is held.

C. It is further understood that if the employer deems it necessary to consolidate, **split or create a third route**, the affected driver(s) shall have the option of which route he prefers as long as it does not interfere with his normal schedule bid.

D. It is understood that the company reserves the right to change the scheduled runs at anytime. No driver shall suffer a loss of pay if there is an addition of an extra unscheduled delivery which results in a conflict with dispatching on his scheduled routes. If additional work arises that the driver can perform according to his available hours of service then he must perform said work.

6:02 **Local Drivers**

A. The regular work day for drivers making local deliveries shall consist of eight (8) hours per day. The first two (2) hours worked in excess of eight (8) hours per day will be paid at the rate of one and one-half times (1½ x) the driver's regular hourly rate; all other hours worked that day will be paid at two times (2X) the drivers regular hourly rate. Work performed on the sixth (6th) actual day of work shall be paid at one and one-half times (1½ x) the employee's regular hourly rate of pay, provided the employee has worked and adhered to all scheduled hours, unless there were events beyond the employee's control. Work performed on the employee's seventh (7th) actual day of work shall be paid at two times (2x) the regular hourly rate of pay and all other consecutive days until they have a day off, regardless of work week, if forced to work on subsequent consecutive days, provided the employee has worked and adhered to all scheduled hours. However, if the driver voluntarily works on subsequent days he will be paid at regular straight time.

B. There shall be no pyramiding of overtime payments for any reason or condition under this Agreement.

**Highway Driver**

C. All road runs are paid by the kilometre and the on-duty time not driving shall be paid at the established straight time rate, except when such non-driving time exceeds eight (8) hours in one (1) day, drivers will then be paid at the rate of one and one-half times (1½) their regular hourly rate. The first two (2) hours of non-driving time will be paid at the rate of one and one-half (1½) times the driver, regular hourly rate; all other hours on non-driving time will be paid at two (2) times the drivers regular hourly rate.

Other than Newfoundland routes, when a route's dispatch, interim delivery or return falls upon a statutory holiday the driver shall receive a pay adjustment equivalent to 1 ½ times the applicable kilometre rate for all kilometres traveled on that day.

D. This provision shall not be interpreted as to provide any form of a guaranteed work week.

6:03 A. Drivers shall take a one-half (½) hour lunch period without pay as scheduled by the Company prior to the sixth (6) hour from his dispatch time. In the event no such unpaid lunch is scheduled by the Company, a driver may take such unpaid lunch at a time so as not to interfere with his delivery schedule. All lunch periods must be logged as such.

B. Drivers will be entitled to one (1) paid relief period, not in excess of fifteen (15) minutes, both in the first half and the second half of any shift. Such paid relief periods shall be taken during work delays, schedule advances and/or other such times, so as not to interfere with normal delivery or disrupt the customer's operation.

6:04 Drivers on kilometre runs shall be paid for a total of not more than one (1) hour per each trip for all necessary miscellaneous work including, but not limited to equipment inspection, hooking up, spotting, parking, fueling, etc. Any claim for time spent in excess one (1) hour must be supported with a full explanation in writing. The drivers will be allowed up to one (1) additional hour for pre and post trip activities on trains provided the time is justified.

6:05 Drivers are required to attend bid meetings as directed by the Company and are entitled to two (2) hours pay at straight time. All other mandatory meetings shall be paid for at their applicable straight time rates for a minimum of four (4) hours.

6:06 The Company may temporarily assign a driver to fill vacant bid or run. The least senior driver must accept such bid or run.

6:07 Drivers shall not be charged for loss or damage to cargo or equipment unless proof or negligence is shown.

6:08 A driver must layover, if so directed by the Company. However the company shall not direct any layover that can be completed within the D.O.T. allotted time frame provided it does not interfere with the customer schedule and / or the Company's hours of service and safety regulations.

6:09 The Company has the right to schedule spare work. Spare work may arise by the increased demand of the business. It is also work left uncovered by absent drivers due to sickness, vacation, injury, the consolidation of runs, etc.

Spare work will be first offered to those drivers whose average bid schedule is less than forty (40) DOT hours per week and will be equalized until all drivers have obtained forty

(40) DOT hours in that week, then to drivers without a scheduled bid run (spare drivers) by order of seniority. Once all such drivers have been utilized, the work will be offered to those regular bid drivers whose average bid schedule is at least forty (40) DOT hours per week in order of seniority and availability, provided that such work does not interfere with their regular bid schedule.

Should the employer deem it necessary to change or alter a route during the bid process the drivers shall have the option to hold a re-bid.

The Company reserves the right to change a driver's workweek due to the demands of the business and customer.

- 6:10 A driver recalled to work after having completed his day's work shall receive a minimum of four (4) hours pay at the applicable rate regardless of the amount of time he is required to work.
- 6:11 In the case of breakdown of equipment, drivers shall be paid straight time hourly rate up to ten (10) hours out of each twenty-four (24) hour span that the driver is required to stay with the equipment until relieved by the Company. Such payment will only be made providing the employee notifies the Company of the breakdown at the earliest possible time.
- 6:12 A driver may refuse to work the spare work providing there is sufficient amount of available junior qualified drivers to complete the work in the required time as proposed by the Company. The least senior qualified employee(s), however, shall be required to perform the spare work.
- 6:13 Except as provided in Article 6:10, drivers will be guaranteed eight (8) hours work or pay in lieu thereof for each dispatch.
- 6:14 The employer agrees to post on Sunday the previous week's runs. Posting to remain for seven (7) days. This schedule will reflect how the work was assigned accurately.
- 6:15 Drivers being trained will be paid straight time only. Time and one half will be paid after forty-four (44) hours per week (Sunday to Saturday)
- 6:16 The Company will incorporate projected revised routes for the period of Christmas into the fall schedule with anticipated dispatch and return times. The Company shall endeavour to have all routes return to the centre prior to 17:00 hours Christmas Eve, unless there are occurrences outside of its control. The drivers shall have the option of choosing their routes during this time period in accordance to Article 8.06 (1).

## ARTICLE 7. WAREHOUSE HOURS OF WORK AND OVERTIME

7:01 Shifts will be designated by the Company and will consist of either eight and one-half (8½) consecutive hours, five (5) days per week or ten and one-half (10 ½) consecutive hours, four days per week during the period Sunday thru Saturday with two (2) consecutive days off, whenever possible. Each shift will contain an unpaid half hour lunch period and two (2) paid fifteen (15) minute coffee breaks while each ten and one-half shift will contain an unpaid half hour lunch period and two (2) paid twenty (20) minute coffee breaks at times agreed upon by the Company and the employees scheduled to work the designated shifts. This provision shall not be interpreted to provide as any form of a guaranteed work week. **If an employee is required to work overtime, they will be given an extra relief of paid fifteen (15) minutes coffee break if they are required to work past their scheduled end time, and will take the break prior to working the overtime, more than one (1) hour overtime.**

The Company shall provide employees with two weeks notice of the change in start times for bid shifts.

7:02 All hours worked in excess of eight (8) hours per day on a five (5) day, eight hour shift basis or worked in excess of ten (10) hours per day on a four (4) day ten (10) hour shift basis or forty (40) hours per week (Sunday thru Saturday) shall be paid at one and one-half times (1½x) the employee's regular hourly rate of pay. Work performed on the employee's sixth (6th) actual day of work on a five (5) day, eight (8) hour shift or fifth (5) actual day of work on a four (4) day, ten (10) hour shift during the period Sunday thru Saturday shall be paid at one and one-half times (1½x) the employee's regular hourly rate of pay provided the employee has worked all scheduled hours. Work performed on the employee's seventh (7th) actual day of work on a five (5) day, eight (8) hour shift or sixth (6) or seventh (7) actual day of work on a four (4) day, ten (10) hour shift during the period Sunday thru Saturday shall be paid at two times (2X) the employee's regular hourly rate of pay provided the employee has worked all scheduled hours.

7:03 A. The starting time for all shifts will be established by the Company. Shifts will be posted for bidding on fixed workweek schedules on a quarterly basis. Rotating four (4) working days on, four (4) days off work schedules will be assigned on an annual basis. Employees will be able to bid off the four (4) on four (4) off when there is a vacancy on fixed workweek schedules.

Regular employees are required to bid on a fixed workweek schedule or are assigned to a rotating workweek schedule. In the event an employee is on vacation at the time shifts are bid, he must have authorized the steward, in writing, to bid in his stead prior to leaving on vacation or forfeit his right of bidding by seniority for the duration of that bid.

Employees on eight (8) hour shifts are required to bid on a full complement of available eight (8) hours per day and five (5) day, forty (40) hours per week shifts.

In the event an employee is scheduled to work less than a forty (40) hour per week complement of shifts, he shall be assigned by seniority to work any of the days previously not scheduled to work up to a maximum of forty (40) hours and the Company shall not offer the work to other employees either working or scheduled off that day as an overtime assignment. This provision does not pertain to those employees on a four (4) on / four (4) off scheduled bid.

Job functions shall be posted daily and bid by seniority prior to the start of the shift. The Company shall not alter bid functions except for training purposes and unforeseen workload changes.

B. The company may cancel an employee's shift forty-two (42) hours prior to the start of said shift. The company has the right to schedule spare work. Spare work may arise by the increase demand of the business. It is also work left uncovered by absent warehousemen, due to authorized leaves, sickness, vacation and or injury.

Employees without a scheduled bid must make themselves available for work until they have reached forty (40) regular hours in a payroll week.

It is understood that the company may call the employee for spare work at all times, and the junior employee must accept the offer of work.

C. The Company and Union agree to the following terms with respect to the implementation of ten and one-half hour shifts,

1. The Company will offer the following fixed shifts which shall be awarded on the basis of warehouse seniority amongst those who bid for them
  - Two (2) shifts scheduled for Monday, Tuesday, Thursday and Friday
  - Two (2) shifts scheduled for Sunday, Monday, Tuesday, and Wednesday
  - Two (2) shifts scheduled for Wednesday, Thursday, Friday and Saturday

An employee will be assigned to sanitation duties when needed. It is understood their main duty will be warehouse duties and this assignment is at management's discretion.

In the event that no employees bid for any one of these fixed shifts the company shall assign the shift to the junior full-time employee. These shifts will be in effect from the date of implementation until the expiration of the Collective Agreement.

This provision shall not be interpreted to provide any form of a guaranteed workweek.

2. In the event that an employee who has been awarded one of the fixed shifts above leaves the Company that shift will be made available for bidding. However, if the position is awarded to an employee who is also on a fixed shift the resulting vacancy will be offered to the employees on rotating shifts on the basis of seniority. If no employee accepts the position the company reserves the right to assign it to the junior full-time employee.
3. In the event that an employee who has been awarded one of the fixed shifts above is absent from work for a period of two (2) weeks or less the work will be assigned to a spare board or part-time employee. If the absence is expected to last more than two weeks it shall be made available for a temporary bidding. However, if the position is awarded to an employee who is also on a fixed shift the resulting vacancy will be offered to the employees on rotating shifts on the basis of seniority. If no employee accepts the position the company reserves the right to assign it to the junior full-time employee.
4. Work available due to absences, vacations or approved leaves shall be offered to employees from the spare board and to employees who are otherwise scheduled to work less than forty hours in that work week in order of seniority before overtime hours are offered. Overtime will be offered on the basis of seniority. Employees called into work due to an absence shall be paid overtime for all hours worked past the shift's scheduled end time.
5. At the time of bidding, any open Saturday or Sunday shifts will be offered by seniority to employees who are scheduled to work less than forty hours in that work week. In the event that no employees bid for these shifts they shall be assigned to the junior employees.
6. The "four on, four off" schedules (see attached schedule) shall be awarded by seniority to those employees who have not been awarded a fixed shift through the bidding process. Any additional bids for "four on, four off" schedules will be assigned by the Company.
7. The company reserves the exclusive right to establish either eight and one-half (8 ½) hour shifts or ten and one-half (10 ½) hour shifts at its discretion following consultation with the stewards.
8. **During each bid employees will be given the chance to put their name on a do not call list for overtime. The Company will not call those employees for overtime shifts for the duration of the bid. The Company has the right to offer regular overtime before offering double time. However, if the company is in a force majeure situation, they will, once they have exhausted calling all other employees, call in order of seniority those who have placed themselves on the do not call list to offer them overtime.**

9. Employees picking up overtime shifts shall bid last by seniority on shift work preference.

- 7:04 If an employee is not able to report to work, he shall notify the Company prior to the shift starting time and provide the reason for his/her absence. If an employee fails to notify the Company that he will be late for work, he may be sent home on that day without pay if he has been replaced, unless he can verify that he was unable to call for a justifiable reason.
- 7:05 If an employee is returning from absence of less than two (2) weeks, he shall so notify the Company twenty-four (24) hours in advance of the time he expects to return to work. If the absence is more than two (2) weeks, he shall so notify the company forty-eight (48) hours in advance of the time he expects to return to work. If an employee fails to notify the Company, such failure may result in his being sent home without pay.
- 7:06 Overtime work, when available, shall be distributed based on seniority on the shift in which it occurs each day. An employee may refuse to work overtime if there are sufficient junior employees on the shift available to complete the work in the time required as determined by the Company. The least senior employee(s) however shall be required to perform the work.
- 7:07 There shall be no duplicating or pyramiding the computation of over-time for any reason.
- 7:08 If an employee is required to work overtime for one (1) or more hours consecutive to his shift, he shall be granted a fifteen (15) minute paid break. If the employee is scheduled overtime in excess of two hours consecutive to his shift, he shall be granted an additional 15 minute break, which will be taken after he has worked two hours not counting the break time referred to in the first sentence of this article. For each additional two hours worked he will be granted an additional 15-minute break.
- 7:09 If an employee is called into work on his sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day on a five day workweek or his fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day on a four day workweek (Sunday through Saturday), he shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof at the applicable rate.
- 7:10 In the event the company needs to bring in employees at the end of a work shift after everyone has left the premises, employees will be contacted in order of seniority and shall be guaranteed a minimum of four (4) hours pay.
- 7:11 An employee scheduled off work for medical reasons shall have the right to return to his regular bid, provided he gives the Company two (2) days notice and a medical certificate clearing him for full duties.

**ARTICLE 8 CLASSIFICATION, RATES OF PAY AND SPECIAL ALLOWANCES**

8:01 An employee shall be classified in one of the classifications set out hereunder and shall be paid the rate for his classification in accordance with the following effective dates:

| <b><u>Classification</u></b> | <b><u>Effective<br/>1/1/2023</u></b> | <b><u>Effective<br/>1/1/2024</u></b> | <b><u>Effective<br/>1/1/2025</u></b> |
|------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Driver - Hourly Rate         | <b>\$29.62</b>                       | <b>\$30.36</b>                       | <b>\$31.27</b>                       |
| Kilometer Rate - Single      | <b>\$.4012</b>                       | <b>\$.4095</b>                       | <b>\$.4196</b>                       |
| Warehouse - Hourly Rate      | <b>\$29.00</b>                       | <b>\$29.72</b>                       | <b>\$30.62</b>                       |

**Retroactive Jan 1 2023 on separate check.**

**Student Rates**

Student employees shall be paid **at least the minimum wage required by law per hour** throughout the life of the Agreement. Students may be paid a higher rate not to exceed those paid to regular bargaining unit employees.

8:02 Employees hired after 1/1/89 to be paid as follows based on their anniversary date of employment:

| <b><u>Less than Regular</u></b> | <b><u>1st Year</u></b> | <b><u>2nd Year</u></b> | <b><u>3rd Year</u></b> |
|---------------------------------|------------------------|------------------------|------------------------|
| Rate                            | \$2.50                 | \$1.75                 | \$1.00                 |
| Single Kilometre                | .04                    | .02                    | .01                    |

## **Warehousemen**

### **8:03 Premiums**

- A. Shift premium shall be **seventy cents (\$0.70)** per hour for warehouse employees whose shift begins before 6:00 am or after 1:00 p.m., effective the date of ratification.
- B. Weekend premium of **one dollar and fifteen cents (\$1.15)** per hour for all hours worked on Saturday and Sunday.
- C. **Training Premium to begin after ratification**

**All designated trainers will be provided a training premium of one dollar (\$1.00) per hour for training new employees. Training programs will be established by the company for new employees with a timeline that is under the probationary period.**

## **Drivers**

8:04 Drivers shall be paid in accordance with the following:

- A. Runs which exceed one hundred and five (105) kilometers to the first stop or one hundred and five (105) kilometers between scheduled stops, including returning to the Centre, shall be paid at the driver's applicable kilometer rate as expressed in 8.01 and/or 8.02 above.
- B. Driving time of one hundred and five (105) kilometers or less and delivery time shall be paid at the employees applicable hourly rate as expressed in 8.01 and/or 8.02 above.
- C. Weekend Premium  
All Drivers whose routes commence on a Saturday or Sunday shall receive a **twenty-five dollars (\$25.00)** per day premium.

### **D. Training Premium**

**All designated trainers will be provided a training premium of one dollar (\$1.00) per hour for training new employees. Training programs will be established by the company for new employees with a timeline that is under the probationary period.**

8:05 In the case of equipment breakdown, a driver will be paid his regular hourly rate for all time spent with the equipment in accordance with the provisions of Article 6:11 of this Agreement.

### **8:06 LOCAL DISPATCH RULES**

1. All drivers will be required to bid on scheduled runs, a minimum of four (4) times per year as determined by customer demand for the purpose of changing the previous scheduled runs. Once drivers have selected a route they will remain on that route for the delivery cycle unless DOT hours do not permit it. All runs will reflect accurate projected times prior to bid.

In application of drivers' bids, no driver will be forced to work more than the hours stipulated in Article 8.06 subsection 2.

2. Each driver's selection will consist of routes sufficient to maintain an average of 40 DOT hours per week during the life of the forecasted bid, not to exceed **55 hours and** the DOT hours of service regulations. Exceptions will be allowed once there is no longer a sufficient number of available routes to meet this criteria.
3. All routes must be covered and assigned. The company may assign routes during the bidding process to ensure coverage.
4. A driver must advise the company at least **(4) four** hours prior to his scheduled dispatch time in the event that he is unable to perform his run.
5. The company will notify drivers at least **(4) four** hours in advance of any delays or changes to his scheduled dispatch time.
6. A driver who is off work due to illness or injury shall not be permitted to bid on scheduled runs. If the illness or injury occurs during a set bid schedule and the employee is relieved of duties by a physician with a return to work date 21 or more calendar days the Company shall hold a re-bid from the affected driver downward. Upon his return, everyone will revert to the original scheduled bid at the beginning of the following work week.

For purposes of this section, the Company will not intentionally delay a re-bid and will make reasonable efforts to complete a re-bid within two weeks of the beginning of the payroll period after the event necessitating the re-bid.

7. Drivers are to return to the centre in accordance with their route return schedule, unless delayed due to circumstances beyond reasonable control. In those instances, the driver(s) must contact the company and advise of the reason for the delay.
8. When a driver's vacation falls within a scheduled bid the driver will be considered not available and may not hold regular bid routes during the dates he has indicated as vacation. The company reserves the right to approve the vacation request in accordance with Article 10:03.

## **ARTICLE 9. JOB POSITIONS, PROMOTIONS, TRANSFERS OF EMPLOYEES**

- 9:01 When a permanent full-time opening occurs, within the bargaining unit, the following procedure will be followed:
- A. The position will be advertised by posting on the bulletin board for three (3) working days and will be filled not later than fifteen (15) days unless previously arranged with the Union.
  - B. A copy of the posting will be forwarded to any person who is absent from work for such three (3) days.
  - C. Applications for job vacancies will be made in writing by interested employees within the three (3) working days posted. However, absent employees will have up to an additional seven (7) days.
  - D. An absent employee making application must be available to fill the vacancy within thirty (30) working days after application is made.
  - E. A list of applicants will be posted at the close of bidding. In filling a job opening, ability and qualifications, being sufficient, seniority shall be the governing factor.
- 9:02 Notwithstanding any other provisions of this Agreement, the Company may fill any vacancy temporarily in order to carry out the provisions of the Article.
- 9:03 An employee on the second shift or a third shift shall have the right to transfer for the vacation period at any other shift he considers preferable, providing that sufficient number of experienced employees remain on the shift from which he transfers to enable the Company to operate efficiently.
- 9:04 It is understood that an employee in a training program will not be engaged in work which results in the displacement of a regular employee's regular hours or in the layoff of a regular employee.
- 9:05 No employee will operate power equipment unless capable and authorized by management.
- 9:06 When a warehouseman is temporarily transferred at the request of the Company to a truck driving position, he will receive the higher rate of pay. To shunt in and around the home terminal, warehouse employees must possess a valid Class I license. In the event no such warehouse employee is readily available, the Company may, at its option, utilize a shunting service. If a truck driver is temporarily transferred at the request of the Company to a warehouse position, he will receive the higher rate of pay for all hours worked.
- 9:07 A seniority driver who has lost his Class I license for medical reasons shall be eligible within his seniority to apply for a warehouse position, subject to the provisions of Article 12:03 of this Agreement. However, he will be placed at the bottom of the warehouse seniority list for lay-off, vacation selection and shift preference.

## **ARTICLE 10. VACATIONS**

- 10:01 A. Each employee who as of December 31st in any year who has been employed for less than one (1) year shall receive in the following year four percent (4%) of his previous year's gross earnings per T-4 slip with time off on the basis on one day's vacation for each full month of service up to nine (9) months, effective the third month of employment.
- B. Each employee who as of his anniversary in any year has been employed for one (1) year or more will be granted a vacation of two (2) weeks to be taken during the year and vacation pay to be calculated at four percent (4%) of his previous year's gross annual earnings per T-4 slip up to December 31st of the year immediately prior to the year in which the vacation is taken. An employee has the option to take less vacation time if he does not have the equivalent weeks work in vacation pay, provided he takes the minimum vacation time prescribed by the law.
- C. Each employee who as of his anniversary in any year has been employed for three (3) years or more will be granted a vacation of three (3) weeks to be taken during the year and vacation pay to be calculated at 6% of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken. An employee has the option to take less vacation time if he does not have the equivalent weeks work in vacation pay, provided he takes the minimum vacation time prescribed by the law.
- D. Each employee who as of his anniversary in any year has been employed for ten (10) years or more will be granted a vacation of four (4) weeks to be taken during the year and vacation pay to be calculated at eight percent (8%) of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.
- E. Each employee who as of his anniversary in any year has been employed for twenty (20) years or more will be granted a vacation of five (5) weeks to be taken during the year and his vacation pay will be equal to ten percent (10%) of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.
- 10:02 If a paid holiday falls within an employee's vacation period, he will be granted another day in lieu thereof, or a day's pay of ten (10) hours for drivers or eight (8) hours for warehousemen working on an eight hour shift or ten (10) hours for warehousemen working on a ten hour shift, at straight time pay, which would include off shift premium and processed at the time the holiday is observed. Such day shall be at the employee's choice within the calendar year after the holiday, at no time will there be more than four (4) days available in the bank at a time, with the agreement of the Company, provided the employee indicates such choice at the time his vacation is approved by the Company.

10:03 Vacations due in any year must be taken during the calendar year and employees by job classification and based upon seniority will have the right to take any part or all of their vacation at any time within the calendar year to be in units of no less than one (1) week.

An employee leaving on vacation shall have the option of receiving his vacation pay together with his regular pay on the last regular pay day before his vacation commences provided he has provided the Company with written notification of his preference at the time said vacation is scheduled, or it will be received weekly during his vacation period. Employees must take vacation pursuant to law. Any vacation not used will be paid to the employee no later than the first pay period in December.

Earnings for the purpose of the Article shall be defined as gross earnings as per T-4 slips excluding benefits paid to the employee's RRSP.

The Company will post the vacation schedule by December 1st for the period of January 1 to April 30 of the following year. On December 1st the selection process will begin, and every employee in seniority order will have one (1) day to finalize his choice of vacation. On March 1st of each year the selection process will begin for the period of May 1 to December 31 of that same year. Every employee in seniority order will have one (1) day to finalize his choice of vacation. The vacation schedules will remain posted once finalized.

Employees may take any part or all of their vacation at any time during the vacation year, in units of no less than one (1) week; however, no employee may schedule more than three (3) weeks during the months of June, July and August.

**Commencing in 2024: No driver may schedule more than two (2) weeks during the months of June, July and August.**

It is understood that a minimum of **four (4)** truck drivers and a minimum of **four (4)** warehouse employees may be on vacation during any one week.

**If the number of active drivers or warehouse employees falls below 25 in each department, the minimum will revert back to 3 employees off a week.**

An employee who does not exercise his "Choice of Vacations" during the period specified above as determined by his seniority, may then only schedule vacation in those available weeks so as not to displace an employee who scheduled their vacation in the prescribed manner, regardless of their seniority. The Company will communicate approved vacation schedules not later than May 1st of each year. Requests for changes to the final and approved vacation schedule must be made at least two (2) weeks in advance and such requests will be considered based upon existing business conditions and not in accordance with an employee's seniority. Employees who select the week of Christmas Day will not be able to change once selected. All other weeks that are changed will be made available to employees below the employee that changed by seniority, however this will not include employees who are absent due to STD/LTD or WCB.

10:04 All employees shall have the option to take a total of eight (8) days rest period during one (1) week vacation entitlement. The employee must exercise this option on the last bid prior to his vacation. The eight (8) day period shall consist of one day prior to or one day after the workweek (Sunday thru Saturday). In so doing, the employee may end up with less than forty (40) hours work in the payroll week prior to and subsequent to the vacation week.

**ARTICLE 11. PAID HOLIDAYS**

11:01 The Company agrees to recognize the following days as holidays regardless of when they fall and the night before such holidays for employees on the night shift and shall pay as per Article 11.02 for warehouse employees and ten (10) hours pay at their applicable straight time hourly rate for drivers as holiday pay for each holiday. In order to be eligible for holiday pay, an employee must have worked the entire scheduled shift prior to and the entire scheduled shift subsequent to the holiday unless he is excused for an otherwise bona fide reason by the Company.

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Labour Day  
Four (4) Personal Holidays

Thanksgiving Day  
New Brunswick Day  
Remembrance Day  
Christmas Day  
Family Day

A. Fixed shift employees will only bid forty (40) hours per week. In weeks where a paid holiday falls on an employee's regular scheduled day off, he shall be entitled to an additional day off with pay during the next payroll week or a mutually agreed upon day within the calendar year, at no time will there be more than four (4) days available in the bank at a time. At least one (1) employee at a time will be allowed the designated day of choice, pursuant to Article 11.01. The day off in lieu of the Statutory Holiday shall be cumulative to the premium or overtime pay provisions expressed herein.

This day must be scheduled prior to the end of the week in which the holiday falls and once approved shall not be revoked.

B. Fixed shift employees will have the option to take statutory holidays off, as long as there are sufficient junior employees available to cover the shifts.

C. A Statutory Holiday which falls on an employee's regular day off shall not be cumulative to the premium or overtime pay provisions expressed herein. A Statutory Holiday not worked which occurs on an employee's regularly scheduled day of work shall be considered cumulative for the purpose of computing overtime premium payments.

When an employee is absent from work due to workplace Health & Safety leave, Short Term Leave or Long Term Leave, and that in this period there is a statutory holiday, he

will be eligible for a statutory holiday pay, provided that such leave occurred within thirty (30) calendar days preceding the statutory holiday. It is understood that to qualify for statutory holiday pay, an employee must present to the Employer a doctor's certificate establishing the fact that he was not able to work during this period because of illness or accident. The Employer does not, however, have to pay the statutory holiday if the employee is paid by another agency or insurance for the holiday.

Employees shall notify the Company seven (7) working days before taking a "personal" holiday of their intentions to take same. If for reasons beyond their control the employee is unable to provide 7 working days notice the Company will not unreasonably withhold approval, except that only two (2) drivers and two (2) warehouse employee may elect to take a personal holiday on any one day. It is understood that no more than **four (4)** employees per classification can be on Personal or vacation leave on any given day. The Company may however allow more than two if there are sufficient employees available to cover the work. **If the number of active drivers or warehouse employees falls below 25 in each department, the minimum will revert back to 3 employees off a week.**

Once a personal day is granted it shall not be revoked except in emergency situations, when all alternative avenues have been exhausted.

Employees will receive the following personal days after:

|                         |   |
|-------------------------|---|
| Completion of Probation | 1 |
| 1 <sup>st</sup> Year    | 4 |

To be eligible for personal holidays, an employee must have completed their probationary period.

11:02 The basis of payment for personal holidays and statutory holidays shall be eight (8) hours pay for employees working on an eight hour shift or ten (10) hours for employees working on a ten hour shift, except for part-time employees who shall receive a pro-rated holiday pay based on the number of hours worked that week.

11:03 (A) A warehouse employee who works on any of the above holidays will be paid one and one-half times (1½X) their regular hourly rate of pay. New Year's Day, Good Friday, Labour Day and Christmas Day will be paid at two times (2x) the employee's regular hourly rate of pay for a minimum of ten (10) hours for employees on 10 hour shifts and eight (8) hours for employees on 8 hour shifts.

(B) A single driver who works on any of the above holidays will be paid one and one-half times (1½X) their regular hourly rate of pay for the first ten (10) hours worked on a statutory holiday and two times (2X) their regular hourly rate for any hours worked in excess of ten (10) in addition to regular holiday pay except that work performed on New Year's Day, Good Friday, Labour Day and Christmas Day will be paid at two times (2X) the employee's regular hourly rate of pay for a minimum of eight (8) hours provided that

the driver has worked at least four (4) hours non-driving time and/or a total of four (4) hours driving and non-driving on-duty time on said holiday.

- 11:04 Personal holidays and sick days will not be accumulated from one calendar year to the next and all unused personal holidays, **day in lieu**s, and sick days will be paid to the employee **or converted to their RRSP** no later than December 1st of each calendar year.

## ARTICLE 12. GENERAL

- 12:01 A bulletin board will be provided by the Company for the use of the Union. All union notices are to be dated and signed by an official of the Union. The Union agrees not to post items or notices which deride the Company, its employees or its customers in any way. The Company has the right to immediately remove such posted items or notices.
- 12:02 The Company agrees to put up a First Aid box properly equipped to take care of emergencies that may arise. The First Aid box will be accessible to employees at all times.
- 12:03 Any medical or eye examination requested by the Company shall be promptly complied with by the employee, provided however, that the Company shall pay for all such examinations. The Company or physician and the Union may if, in its opinion, an injustice has been done to the employee, have such employee reexamined at the Union's expense. Employee must be medically fit to perform the work assigned them. If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
- If the Company sponsored medical examination is taken after working hours or on an employee's scheduled day off, the employee shall be paid four (4) hours pay at his regular hourly rate and shall in such cases receive at least three (3) days notice prior to appointment with doctor.
- If an employee becomes injured at work and requires medical attention he shall be paid for the remainder of that shift and the Company shall provide transportation to a doctor or hospital as required. The employee may not refuse said offer of medical attention.
- 12:04 The Company agrees to provide adequate and sanitary washroom facilities and the employees agree to conduct themselves so as to maintain such facilities.
- 12:05 The Company will permit drivers to have two-way radios, tape decks, etc., in their cabs as per present practice provided it does not conflict with the Company's operation or requirements by law or damage vehicles. Such equipment must be professionally installed. The Company will not be responsible for theft or damage to said equipment. All drivers on layover runs shall be permitted to temporarily install in the company vehicle, at the employee's expense, a twelve (12) volt refrigerator subject to approval by

the safety committee. It is understood that this unit is to be removed upon completion of each run by the driver.

12:06 The Company shall have the right to determine the type of uniforms. Mutually agreed changes may be made to the list below, provided it does not cost the company more money. Employees leaving the company shall return all uniforms. The Company shall require the employees to exercise reasonable care in the use and protection of such clothing. Such uniforms are to be used for the express purpose of working for the company. Employees must wear uniforms when at work, unless a reasonable excuse is provided. Such uniforms remain the property of the company and the company will provide all non-probationary employees except students the following uniform program. New employees shall receive the above-mentioned uniform upon completion of probation.

Uniforms are to be supplied by April 15<sup>th</sup> (summer) and September 15<sup>th</sup> (winter) of each year, unless beyond Company's control and provided that all employees have returned their order to the Company within a two (2) week period of issue.

### DRIVERS

The company shall provide two (2) uniforms per year as follow:

| SUMMER           | WINTER   |
|------------------|--|
| two (2) trousers | two (2) trousers (wrinkle resistant)   |
| four (4) shirts  | four (4) shirts  |
| one (1) jacket   | one (1) winter weight jacket and/or hooded parka (not to be replaced every year but only as required. Company to keep used jacket) |
| one (1) hat      | one (1) hat  |

Drivers will be allowed to purchase one (1) High quality Rain Suit every 3 years to a maximum of \$150. Employees must provide a receipt to be reimbursed.

Warehouse uniforms are to be supplied by April 15<sup>th</sup> and September 15<sup>th</sup> of each year, unless beyond Company's control and provided that all employees have returned their order to the Company within a two (2) week period of issue.

### WAREHOUSE

The company shall provide the following:

three (3) shirts  
two (2) pants (one pant or one overall) (wrinkle resistant pant)  
freezer uniform for freezer man. (one spare)  
one (1) thermal vest  
one (1) fleece jacket  
two (2) hats  
gloves as needed on an exchange basis

Or other items of the same monetary value

Employees who are off due to illness or injury for three months to six months will lose one-quarter of their entitlement. Employees who are off due to illness or injury from six to nine months will lose one-half of their entitlement. Employees who are off more than nine months will lose their entire entitlement.

12:07

Effective **January 1, 2024** the following will apply:

The Company shall pay all eligible seniority employees for Company approved safety footwear and other personal protective equipment in accordance with the following schedule.

- **\$250** per year

**Employees will be required to submit receipts for reimbursement.**

Employees who are off due to illness or injury for three months to six months will lose one-quarter of their entitlement. Employees who are off due to illness or injury from six to nine months will lose one-half of their entitlement. Employees who are off more than nine months will lose three quarters entitlement. Employees must be actively working to receive reimbursement.

12:08 No driver shall be permitted to allow anyone except authorized employees of the Company who are on duty or other transport drivers broken down on the highway to ride on his truck, except by written authorization of the Company. Drivers will be allowed to take drivers broken down on the highway only to the nearest town for assistance.

12:09 The Company agrees that all trucks on long term lease will be equipped with double seats (air ride for drivers), standard truck heaters, floor mats, defrosters, windshield wipers, mirror heaters, mirror lights, windshield washers, sun visors, air conditioners, Jake brakes and tilt steering wheels. The Company will make every effort to ensure that these items are in good working condition. All regular leased equipment ordered after February 1996, will be equipped with revolving lights in accordance with the law.

12:10 The Company shall not require employees to operate any vehicle which is not equipped with safety appliances required by law.

12:11 Any action or decision in respect to any employee shall not be based on any item in his personal record which has been on file for more than one (1) year.

Disciplinary records shall be removed from the employee's file after one (1) year.

With the exception of incidents of harassment and violence where the period will extend for twenty four (24) months.

- 12:12 Vehicles will be assigned to the designated runs by the Company.
- 12:13 In the event an employee is required to serve as a juror or a witness subpoenaed by the Crown, the Company will compensate such employee at the rate of ten (10) hours for drivers and ten (10) hours for warehouse employees on 10 hours shifts or eight (8) hours for warehouse employees on 8 hours shifts at his gross hourly rate less any sums received for jury duty or as a Crown witness for each day served on jury duty or as a Crown witness during the period Monday thru Friday, as well as Saturday and Sunday if sequestered, and provided the employee was scheduled to work on said day(s). While serving on jury duty or as a Crown witness, employees shall be considered as assigned to the day shift and if excused from jury duty or as a Crown witness prior to twelve o'clock noon are required to report for work for the remainder of the day shift.
- 12:14 Wages will be paid weekly by automatic deposit. Except for reasons beyond its control, the Company will deposit funds not later than Friday of each week ; except if Friday is a holiday then payday will be Thursday.
- 12:15 The Company will provide a rubber apron for battery changing in the warehouse.
- 12:16 The Company will provide adequate parking facilities on the premises for all employees.
- 12:17 The Company will develop a computerized system to implement a payroll deduction plan for employee's contribution to RRSP's managed by a chartered bank of Company's choosing.
- 12:18 Regular drivers will not suffer loss of pay when training a new driver. The training will be limited to a minimum of four (4) local routes.
- 12.19 The Company shall provide adequate and sufficient locker space for each employee. Locks will be provided by the Company, however the employee may elect to use their own personal lock. It is the employee's responsibility to ensure that their locker is locked at all times. Any lost, stolen or damaged goods are the responsibility of the employee.
- 12.20 Any driver dispatched on a scheduled double layover route to Gaspé, Quebec shall be entitled to a hotel/motel room at the Company's expense on the second night of the route. The choice of lodging must be approved by the Company.

## **ARTICLE 13. LEAVE OF ABSENCE**

13:01 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to the Company at least ten (10) days (if known within this time frame) prior to the proposed commencement date of such leave of absence.

The employee's request shall contain:

- (a) His reasons for the proposed absence;
- (b) The commencement date of the proposed leave of absence; and
- (c) The expected length of the proposed leave of absence.

The Company's permission for a leave of absence shall not be unreasonably withheld. An employee who falsifies the reason for a leave of absence, engages in gainful employment while on an approved leave of absence, or does not return to work within three (3) regular working days of the expiration of an approved leave of absence, unless a satisfactory reason is provided to the Company, shall be considered terminated. No leaves of absence shall exceed ninety (90) calendar days. During an authorized leave of absence, an employee shall maintain and accumulate seniority.

### 13:02 Bereavement Leave

A. The Company agrees that in the event of a bereavement in the immediate family of an employee meaning wife, husband, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchild (grandchildren), if the funeral is attended to allow the said employee such time off as necessary, not to exceed three (3) consecutive shifts or five (5) consecutive shifts for spouse and children. The employee will be allowed one (1) day to attend the funeral for any other immediate family member not listed above. Said days(s) to be paid at the rate of eight (8) hours at his gross hourly rate if working on an eight-hour shift or ten (10) hours at his gross hourly rate if working on a ten-hour shift. Relatives include persons who are related by marriage or adoption. An employee will be allowed to take up to five (5) additional days without pay for travel, provided he is attending the funeral of a family member outside of the Maritime region.

B. If death occurs for which bereavement leave is provided and the employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days. Such vacation will be used at a later date or paid in lieu consistent with Article 10.03.

### 13:03 Sick Leave

Regular full-time and part-time employees, who have completed their probationary period, shall be entitled to one (1) sick day for each month of continuous service during each calendar year. Sick time will be paid at the rate of eight (8) hours the standard hourly rate for employees working eight (8) hour shifts and ten (10) hours at the standard hourly rate for employees working ten (10) hour shifts. Sick time will not be accumulated from calendar year to the next and all unused sick time will be paid to the employee no later than December 1st of each calendar year.

Employees will not be entitled to a sick day allowance during their first twelve (12) months of employment. Employees with 12 months or less of service shall be entitled to accrue 2 hours of paid sick time per month to a maximum of 20 hours providing they work at least 2 shifts per month. Upon completion of twelve (12) months of employment, he shall be entitled to four (4) days of sick leave. Upon completion of his second twelve (12) months of employment, he shall be entitled to eight (8) days of sick leave. Upon completion of his third twelve (12) months of employment, he shall be entitled to twelve (12) days of sick leave.

To qualify for their sick day allowance in any month, an employee must be a regular full-time or part-time employee and have worked for at least **three (3) working days** in the prior month.

In addition, the following optional programs are available:

- A. An employee may, once per calendar year, voluntarily elect to convert all or part of their annual sick leave in one (1) day increments to a Registered Retirement Savings Plan (RRSP). For each day so converted, the Company will make an annual contribution equivalent to eight (8) hours pay for employees working eight hour shifts and ten (10) hours pay at the standard hourly rate for employees working ten (10) hour shifts to the RRSP.

The Company shall make said contribution not later than February 1st of each year. In the event his employment terminates prior to earning the equivalent converted sick days, he shall be required to reimburse the Company for the unearned portion.

Employees wishing to exercise this option must advise the Company by January 1 of each year. Such contribution will be forwarded to a chartered bank of Company's choosing, to the employees RRSP account.

- B. Further, employees may also elect to convert at least forty (40) hours annual sick leave to an additional week(s) of vacation. After regular vacation has been posted, an employee may, at his option, elect to convert said forty (40) hours or more hours annual sick leave to an equivalent amount of additional vacation, to be taken in one (1) week increments, by making written application to the Company. This optional program will be paid on the same basis as normal sick leave.

- C. The employee will be allowed to convert sick days into vacation in increments of forty (40) hours only during the following months: January, February, March, April, May, September, October, November. The Company will advance future unearned sick days for this vacation purpose, however the employee agrees to reimburse, from his last pay period, the employer any amount owing if employment terminates prior to earning the sick days.

- D. It is further agreed that eligible employees, who are absent due to illness may utilize unearned sick leave prior to earning the same and shall be subject to the reimbursement statement as outlined in Article 13:03 C.

E. Further, employees may also elect to convert one sick leave day at a time into personal days off, provided the employee has used all the personal days provided to him under Article 11 and otherwise conforms to the provisions of said Article.

13:04

- A. When an employee covered hereunder is appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay for the period during which he is appointed to fulfill such position to a maximum of 1 year. During this time the employee shall maintain and accumulate seniority but will not be entitled to any benefits.
- B. A leave of absence without pay to attend Union conventions, conferences and seminars may be granted for up to three (3) days and to not more than one (1) steward in any one (1) calendar year. As long as this does not interfere with the running of the operations. Applications for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave.

#### **ARTICLE 14. GRIEVANCE AND ARBITRATION**

14:01 If the employee has a grievance, it will be taken up with the Company in the following manner: the grievance shall be lodged within seven (7) working days of the date of the incident which gave rise to the grievance. The Parties acknowledge that due to bid schedules employees may not be aware of a situation that may give rise to a grievance within the 7 working day limit. Upon mutual agreement between the Company and the Union this timeline may be reasonably extended, to a maximum of 30 calendar days to accommodate such instances.

##### **STEP 1**

When an employee has a grievance it shall be reduced to writing and be delivered at a meeting between the departmental Union Steward, the employee and the immediate supervisor within seven (7) working days of the occurrence which gave rise to the grievance. The Company shall reply within seven (7) working days. The grievance shall be answered in written form by the supervisor.

##### **STEP 2**

If a settlement is not reached in the first stage, the grievance shall be referred in writing by the Steward to the Operations Manager. Grievances must be filed with the Operations Manager within seven (7) working days after an answer has been given by the Company in the first stage. A conference shall be held between the Department Steward and the Operations Manager. The Operations Manager will give his answer in writing within seven (7) working days.

##### **STEP 3**

If a settlement is not reached in the second stage, the grievance shall be referred in writing by the Steward to the Distribution Center Manager or his appointee within seven

(7) working days after an answer has been given by the Company in the second stage. A conference shall be held between the Department Steward, an official or officials of the Union and the Distribution Centre Manager or his appointee, who will give his decision in writing to the Union within seven (7) working days.

Failing a settlement, the matter may be appealed to arbitration by the Union within thirty (30) working days of the Company's response. The appeal shall be in writing.

14:02 The Company and the Union will attempt to mutually agree upon an Arbitrator to hear the case. If the Company and the Union do not agree upon an Arbitrator within ten (10) regular working days from the day of the Union's written appeal, the Union shall, within ten (10) regular work days, request the Minister of Labour for the Province of New Brunswick to appoint an Arbitrator to hear the matter. A copy of the requests will be sent to the Company by the Union. The Arbitrator shall then consider and determine the matters in the issue which have been submitted for disposition and the decision of the Arbitrator shall be final and binding on all parties concerned. Either party shall have the right to appoint anyone they desire to represent them on an Arbitration Board without the right of the other party to object to such appointment.

14:03 Any of the above time limits may be extended by mutual written consent.

14:04 The fees and expenses of the Arbitrator shall be borne equally by the Parties.

14:05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

14:06 All decisions arrived at between the representatives of the Company and the Union shall be in writing and shall be final and binding upon both parties as well as the employee or employees concerned.

Any complaint difference or dispute arising directly between the Company and the Union shall be originated under Step 2.

14:07 In the case of suspension or discharge or any verbal or written warnings which become part of the employee's record, a Steward or his alternate shall be present to represent the employee. The employee receiving the discipline shall be notified in advance of the nature of the meeting. A copy of such discipline will be provided to the Local Union via E-mail and fax.

14:08 If an employee is suspended or discharged, the Company shall give him a written statement of the reason for such suspension or discharge within forty-eight (48) hours, excluding Saturday or Sunday, of the suspension or discharge. A copy of which shall be provided to the Shop Steward and the Local Union via E-mail and fax.

14:09 It is understood that Shop Stewards have their regular work to perform on behalf of the Company and when it is necessary to serve a grievance, they will not leave their work without notifying the Supervisor. When resuming their regular work, they will report to the Supervisor and, if requested, give a reasonable explanation as to their absence.

With this understanding, the Company will pay for any time used by the Shop Steward in handling grievances with the Company during their regularly scheduled working hours.

**ARTICLE 15. STRIKES AND LOCKOUTS**

- 15:01 During the term of this Agreement there shall be no lockout by the Company or any strike, sit down, slow down, work stoppage or suspension of work either complete or partial for any reason by the employees.
- 15:02 It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to cross a picket line, providing the Local Union notifies the Company via fax that a strike is in progress.
- 15:03 No officer, representative, member or agent of the Union or its Local shall authorize, instigate, participate in or condone or fail affirmatively to oppose any such activity or activities that occur, both the Union and its Local shall immediately take all available steps to remedy the violations. In addition to any other remedies it may have, the Company in its discretion may immediately discharge or discipline any or all employees who so participate in violation of this Agreement.

**ARTICLE 16. HEALTH AND WELFARE**

- 16:01 The Company will remit one hundred percent (100%) the cost of the monthly premiums to fund the existing insurance coverage maintained by a carrier chosen by the Company.

Prior to the periodic renewal of the policy with the carrier chosen by the Company, the Company will meet to discuss any potential amendments to the policy to minimize premium increases or to reduce the premiums whenever practical. Any changes to the policy will be by mutual agreement and will not be unreasonably withheld.

Weekly Indemnity and Long Term Disability shall be based on sixty six and two thirds (66 2/3) of a forty (40) hour work week, at the applicable hourly rate, for full time employees. Part time employees will have this benefit pro-rated based on his previous years earnings.

Should a full-time seniority employee become injured the Company will pay the employee based upon 66.7% of a forty (40) hour work week to a maximum of \$700 for drivers and \$684 for warehousemen, commencing first day of injury for the first 30 days of the waiting period. The employee will be responsible to submit all completed paper work to the Insurance Provider in a timely manner. Any monies received in advance will be repaid immediately to the Employer once he/she receives payment from the Insurance Provider.

- 16:02 To be eligible for the health and welfare coverage, an employee must:

1. have completed their probationary period;
2. have worked or been compensated by the Company for at least fifty (50) hours in the prior month; and,
3. Be a regular full-time and/or part-time bargaining unit employee.

16:03 The Company will have the responsibility of enrolling his employees in accordance to the law in order to make the Employer eligible for a reduction in the rate of their contributions prescribed by the law of the Unemployment Insurance Commission.

16:04 The Company will continue to make the necessary contributions for an employee who is incapable of working because of sickness or industrial or non-industrial accident for a period not to exceed twelve (12) consecutive months. The employee has the option to pay the Health and Welfare premium amount to the Company and extend their coverage beyond the twelve (12) month period, as long as he remains an employee of the company.

16:05 The enrollment in the Insurance Plan will be mandatory for each eligible employee member of the negotiation unit.

**ARTICLE 17. REGISTERED RETIREMENT PLAN**

17:01 The Company agrees to make payments to a chartered bank of the Company’s choosing on behalf of each eligible employee per month an amount equal to:

| <b>Effective Date:</b> | <b>Base Monthly Contribution</b> | <b>Employee Monthly Contribution</b> | <b>Company Matching Contribution</b> | <b>Total</b>    |
|------------------------|----------------------------------|--------------------------------------|--------------------------------------|-----------------|
| <b>January 1, 2023</b> | <b>\$500.00</b>                  | <b>\$50.00</b>                       | <b>\$50.00</b>                       | <b>\$600.00</b> |
| <b>January 1, 2024</b> | <b>\$500.00</b>                  | <b>\$75.00</b>                       | <b>\$75.00</b>                       | <b>\$650.00</b> |
| <b>January 1, 2025</b> | <b>\$500.00</b>                  | <b>\$100.00</b>                      | <b>\$100.00</b>                      | <b>\$700.00</b> |

To be eligible for such contributions on their behalf, an employee must:

- A. Have completed their probationary period;
- B. Have worked for at least **fifty (50)** hours in the prior month; and
- C. Be a regular full-time or part-time bargaining unit employee.
- D. All new hires, hired after date of ratification, will have a two year waiting period before eligible.

Contributions, along with a list of employees for whom they have been made, shall be forwarded by the Employer to the Trust Company not later than twenty-one (21) days after the close of the Employer’s four (4) or five (5) week accounting period.

Employees must maintain their accounts and not make withdrawals from their RRSP as a condition of continued employment.

- 17:02 The Company will make the monthly RRSP contributions on behalf of an otherwise eligible employee who is incapable of working due to illness or industrial or non-industrial accident, or paternal leave (paternal leave will be paid pursuant to law), for a period not to exceed six (6) consecutive months.

#### **ARTICLE 18. MAINTENANCE OF PRIVILEGES**

- 18:01 Any employee presently receiving rates or conditions better than those outlined in this Agreement will not suffer a decrease through the signing of this Agreement.

#### **ARTICLE 19. DURATION OF AGREEMENT**

- 19:01 Unless changed by mutual consent, the terms of this Agreement shall continue in full force **from January 1, 2023 through December 31, 2025** and shall continue automatically thereafter, for annual periods of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date, that it desires to amend the agreement.

- 19:02 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the New Brunswick Labour Relations Act have been completed, whichever date should first occur.

- 19.03 The Company agrees to provide the following severance package for any employee who is terminated as a result of a closure of the operations or permanent layoff as defined under article 5.04:

Employees with five (5) years or less service, one (1) week pay for each year of service plus group insurance benefits for the same amount of weeks.

Employees with more than five (5) full years or service, two (2) weeks pay for each full year of service to a maximum of six months (6) pay plus group insurance benefits for eight (8) weeks.

#### **ARTICLE 20. LABOUR MANAGEMENT**

- 20.01 In the interest of improving communications between the parties, improving the work environment, morale, and productivity the Company and the Union agree to a Labour/Management committee. The committee will be made up of one representative from the warehouse, one representative from the drivers, the union representative and company representatives. The committee will meet, at a minimum, every four months to address issues of mutual interest, concerns. They will not have any authority to change

any term or condition of the Collective Bargaining Agreement, any Company policy or procedure, or engage in discussion or resolution of any pending grievances. Employees will be compensated for all hours spent in the meeting. Agenda for meetings will be exchanged seven (7) days prior to the date of the meeting.

IN WITNESS THEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day of \_\_\_\_\_, 2023.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

MARTIN-BROWER OF CANADA, CO.  
Dieppe, New Brunswick  
Canada

TEAMSTERS LOCAL UNION NO. 927  
Affiliated with International  
Brotherhood of Teamsters,  
Chauffeurs, Warehousemen &  
Helpers of America and  
Miscellaneous Workers

Claudia Sousa \_\_\_\_\_

Troy Tracy \_\_\_\_\_

Yan Cardinal \_\_\_\_\_

Dan Malenfant \_\_\_\_\_

Eric Seely \_\_\_\_\_

Roger Gagnon \_\_\_\_\_

Patrick Hicks \_\_\_\_\_

LETTER OF UNDERSTANDING #1

BETWEEN

MARTIN-BROWER OF CANADA, LTD.  
DIEPPE, NEW BRUNSWICK

AND

TEAMSTERS LOCAL UNION NO. 927

Notwithstanding any provision of the Collective Agreement between the parties including Article 7 the parties agree to the following terms with respect to the implementation of eight and one-half (8 ½) hour shifts,

1. The Company will offer the following fixed shifts which shall be awarded on the basis of warehouse seniority amongst those who bid for them
  - Two (2) shifts scheduled for Monday, Tuesday, Wednesday, Thursday and Friday;
  - Two (2) shifts scheduled for Sunday, Monday, Tuesday, Wednesday and Thursday;
  - Two (2) shifts scheduled for Tuesday, Wednesday, Thursday, Friday and Saturday

In the event that no employees bid for any one of these fixed shifts the company shall assign the shift to the junior full-time employee. These shifts will be in effect from the date of implementation until the expiration of the Collective Agreement.

This provision shall not be interpreted to provide any form of a guaranteed work week.

2. In the event that an employee who has been awarded one of the fixed shifts above leaves the Company that shift will be made available for bidding. However, if the position is awarded to an employee who is also on a fixed shift the resulting vacancy will be offered to the employees on rotating shifts on the basis of seniority. If no employee accepts the position the company reserves the right to assign it to the junior full-time employee.

3. In the event that an employee who has been awarded one of the fixed shifts above is absent from work for a period of two (2) weeks or less the work will be assigned to a spare board or part-time employee. If the absence is expected to last more than two weeks it shall be made available for a temporary bidding. However, if the position is awarded to an employee who is also on a fixed shift the resulting vacancy will be offered to the employees on rotating shifts on the basis of seniority. If no employee accepts the position the company reserves the right to assign it to the junior full-time employee.
4. Work available due to absences, vacations or approved leaves shall be offered to employees from the spare board and to employees who are otherwise scheduled to work less than forty hours in that work week in order of seniority before overtime hours are offered. Overtime will be offered on the basis of seniority.
5. At the time of bidding, any open Saturday or Sunday shifts will be offered by seniority to employees who are scheduled to work less than forty hours in that work week. In the event that no employees bid for these shifts they shall be assigned to the junior employees.
6. The company reserves the exclusive right to establish either eight and one-half (8 ½) hour shifts or ten and one-half (10 ½) hour shifts at its discretion following consultation with the stewards.

This letter of agreement will remain in effect for the duration of the present Collective Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, **2023** at Moncton, New Brunswick.

For the Company

For the Union

Claudia Sousa \_\_\_\_\_

Troy Tracy \_\_\_\_\_

Yan Cardinal \_\_\_\_\_

Dan Malenfant \_\_\_\_\_

Eric Seely \_\_\_\_\_

Roger Gagnon \_\_\_\_\_

Patrick Hicks \_\_\_\_\_

**LETTER OF UNDERSTANDING # 2**

**BETWEEN**

**MARTIN-BROWER OF CANADA LTD.  
DIEPPE, NEW BRUNSWICK**

**AND**

**TEAMSTERS LOCAL UNION NO. 927**

**RE: BOAT RUN**

**The parties agree for bidding purposes that the company will endeavour to have the dispatch time for boat runs at 10:30 am. The company reserves the right to adjust this dispatch time based on operational needs.**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 at Moncton, New Brunswick.**

**For the Company**

**For the Union**

Claudia Sousa \_\_\_\_\_

Troy Tracy \_\_\_\_\_

Yan Cardinal \_\_\_\_\_

Dan Malenfant \_\_\_\_\_

Eric Seely \_\_\_\_\_

Roger Gagnon \_\_\_\_\_

Patrick Hicks \_\_\_\_\_

LETTER OF UNDERSTANDING #3  
BETWEEN

MARTIN BROWER OF CANADA CO  
DIEPPE, NEW BRUNSWICK

AND

TEAMSTERS LOCAL UNION NO. 927

Should a non-union driver perform work on behalf of Martin Brower within the Maritime Provinces no Moncton based driver shall suffer a loss of income.

This letter of agreement will remain in effect for the duration of the present Collective Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, **2023** at Moncton, New Brunswick.

For the Company

For the Union

Claudia Sousa \_\_\_\_\_

Troy Tracy \_\_\_\_\_

Yan Cardinal \_\_\_\_\_

Dan Malenfant \_\_\_\_\_

Eric Seely \_\_\_\_\_

Roger Gagnon \_\_\_\_\_

Patrick Hicks \_\_\_\_\_

LETTER OF UNDERSTANDING #4

BETWEEN

MARTIN BROWER OF CANADA CO.  
DIEPPE, NEW BRUNSWICK

AND

TEAMSTERS LOCAL UNION NO. 927

RE: NEWFOUNDLAND

No Newfoundland deliveries shall be made by drivers out of the Dieppe Distribution Centre within this Collective Agreement.

This letter of agreement will remain in effect for the duration of the present Collective Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, **2023** at Moncton, New Brunswick.

For the Company

For the Union

Claudia Sousa \_\_\_\_\_

Troy Tracy \_\_\_\_\_

Yan Cardinal \_\_\_\_\_

Dan Malenfant \_\_\_\_\_

Eric Seely \_\_\_\_\_

Roger Gagnon \_\_\_\_\_

Patrick Hicks \_\_\_\_\_

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**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**MARTIN BROWER OF CANADA CO.  
DIEPPE, NEW BRUNSWICK**

**AND**

**TEAMSTERS LOCAL UNION NO. 927**

**RE: BID EXCEPTION**

**In the event, at time of bidding, any driver is only offered the option to select 1 specific run for both Saturday and Sunday, they are allowed to choose either 1 of the 2 runs for the entirety of the schedule, unless there is other work available during the weekdays or they can get 40 hours by other means. The option is only available if more junior drivers are available to select those routes.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 at Moncton, New Brunswick.

**For the Company**

Claudia Sousa \_\_\_\_\_

Yan Cardinal \_\_\_\_\_

Eric Seely \_\_\_\_\_

**For the Union**

Troy Tracy \_\_\_\_\_

Dan Malenfant \_\_\_\_\_

Roger Gagnon \_\_\_\_\_

Patrick Hicks \_\_\_\_\_

**LETTER OF UNDERSTANDING #6**  
**BETWEEN**  
**MARTIN BROWER OF CANADA CO.**  
**DIEPPE, NEW BRUNSWICK**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 927**

**RE: SPAREBOARD**

**Any driver that is assigned to the Spareboard will be guaranteed the equivalent of forty (40) hours of pay per week during the peak season, defined as June, July, and August. If a spareboard driver refuses any offer of work, they will forfeit the weekly guarantee.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 at Moncton, New Brunswick.

**For the Company**

Claudia Sousa \_\_\_\_\_

Yan Cardinal \_\_\_\_\_

Eric Seely \_\_\_\_\_

**For the Union**

Troy Tracy \_\_\_\_\_

Dan Malenfant \_\_\_\_\_

Roger Gagnon \_\_\_\_\_

Patrick Hicks \_\_\_\_\_