

Direct Link



May 25, 2023

RE: THE CLOSURE OF THE CANPAR WHITBY TERMINAL AND TORONTO OPERATION REGORGANIZATION.

As promised here is more information following the notice you have received from the Company regarding the closure of the Whitby terminal.

A serious focus on the topics of severance, benefits, and your rights under Article 5.5 of the Collective Agreement were earnestly discussed.

Following our discussion, the company has refused to recognize this as a terminal closure and significant change for our drivers, pretending they are offering jobs to another terminal which is not acceptable for the union. It seems that the company is cherry picking to interpret the collective agreement instead of collaborating with us to insure the best transition for our members.

Here is what the Union is expecting for the members that are impacted by this closure and major change:

30 DAYS NOTICE

The company to provide formal written 30 days notice with all the information in it:

- How it will be handled
- Last day of work or date of transfer
- Severance package
- What are their rights and what they can expect

COMPENSATION:

Employees unable to retain a position shall receive a one (1) week retirement allowance and a one (1) week separation allowance for each prorated year of service with the Company.

Part-time Employees: Based on their average previous 12 months of Employment

Full-time Employees: Based on an 8 hour work day, 10 hours for those working a short week schedule;

HEALTH & WELFARE BENEFITS:

All Employees to receive compensation as outlined above shall retain their right to benefit coverage. Said benefits limited to Health and Welfare plus Dental coverage for **six (6) months** from the date of their termination of Employment or Contract termination. Those benefits paid

for by the Company shall continue to be paid for by the Company. Owner-Operators have the right to continue their benefit cover as outlined herein.

WSIB, STD and LTD

Employees collecting WSIB, STD or LTD benefits shall be entitled to the same provisions outlined above in the event they are affected by the provisions outlined above upon their return to the workplace. In the event any individual is known to be affected may resign their position and be paid compensation as outlined above.

OUTSTANDING WAGES, ANNUAL VACATION,

The company to prepare an estimate of the outstanding wages, annual vacation and banked overtime owing to employees being severed. This estimate will be based on the information the company has on file and assumes that employees will work all regular shifts up to and including the date of layoff. Monies owing will be paid out in the pay period following the date of layoff.

CHOICE OF METHOD OF PAYMENT:

The Company to agree on the various methods of payment (below) that will be available to you:

1. Paid out in a Lump sum payment
2. Paid into a RRSP as a RRSP contribution
3. Paid out on a weekly basis until the sum is completed

The union believes that the company must at least treat you with respect by ensuring a smooth transition by offering at least the minimum of what you are entitled to and will continue to fight very hard for this.

In Solidarity,

For further information, contact:
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