

SOURCE	Company	
EFF.	890161	
TERM.	9/09	30
No. OF EMPLOYEES	300	
NOMBRE D'EMPLOYÉS	D.L.	

THIS AGREEMENT entered into this 1st day of January, 1989

between

YELLOW FREIGHT SYSTEM, INCORPORATED OF ONTARIO  
(hereafter referred to as the "Company")

and

TEAMSTERS UNION LOCAL 141  
TEAMSTERS UNION LOCAL 879  
TEAMSTERS UNION LOCAL 880  
TEAMSTERS UNION LOCAL 938

(hereafter referred to as the "Union")



Article 1  
RECOGNITION

- 1.1. {a) The Company recognizes the Union as the exclusive Bargaining Agent for all its "Employees" employed within the jurisdiction of the Teamsters Union Local 141, 879, 880, and 938.
- 1.2 The term employee shall mean all employees, save and except Foremen, those above the rank of Foreman, Office Staff, Sales Staff, Security Guards, and Office Janitors.
- 1.3 It is further agreed that the effective date of this Collective Agreement shall be January 1, 1989 to September 30, 1991.
- 1.4 The intent and the purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain a high degree of discipline and efficiency, and to set forth herein, the basic agreement covering rates of pay, hours of work, and conditions of employment, which shall render justice to all, The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster good will and friendly relations and better understanding between the parties.

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Article 2  
UNION SECURITY

- 2.1 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.
- 2.2 All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from the pay on the payday the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement, as their financial contribution to the Local Union.
- 2.3 All employees shall, as a condition of continued employment, authorize the Company to deduct an amount equal to the Local Union's initiation fee in instalments of Twenty-five Dollars (\$26.00) per week after completion of the probationary period. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.
- 2.4 (a) The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month the monthly dues of any employee covered by the Agreement and to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies are deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The checkoff list will include social security number8 and names designated by terminals within the jurisdiction of each Local Union. In the case of an employes being on Workers' Compensation, the checkoff list shall indicate that such employee is in Workers' Compensation.
- 2.4 (b) The Union will notify the Company in writing of any arrears in dues caused far any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in the amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly due8 as provided for above. Such notice of arrears served on the Company shall prescribe payroll deduction of the equivalent of one month's dues at the appropriate Local Union's rata.
- 2.4 (c) The Union checkoff form may be:
- (i) a Union provided form;
  - (ii) a Company provided form;

- (iii) a pre-billing method which shall provide a column for "dues", "arrears in dues", "initiation", and "re-initiation" fees.

The Company shall, each month, add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

- 2.4 (d) The Union will supply the Company with Initiation Deduction Authorization forms, Application for the Union Membership forms, and Health & Welfare Enrollment Forms, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership Form and Health & Welfare forms are returned to the Union.
- 2.4 (e) The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees,
- 2.4 (f) The checkoff and the cheque for Union dues deduction must be in the office of the Local Union not later than the tenth (10th) day of the month following the first month in which the monies were deducted.
- 2.4 (g) The Company shall show the yearly Union monthly dues deductions on employees' T4 slip,

### Article 3 MANAGEMENT FUNCTIONS

- 3.1 The Union recognizes that the Company has the right to manage the business, to exercise all the prerogatives of management, and without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations, and to hire, promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend, or otherwise discipline employees for just cause.
- 3.2 The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

**Article 4**  
**DISCRIMINATION**

- 4.1 No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.
- 4.2 A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement provided he does not interfere with the normal operations of the Company,

**Article 5**  
**STEWARDS**

- 5.1 The Company acknowledges the right of the Union to appoint one (1) Steward for Highway drivers and one (1) Steward for City drivers and if the operations are such as cannot be covered by these Stewards, additional Stewards may be appointed.
- 5.2 (a) Wherever possible, grievances shall be processed during the normal working hours of the Steward. A steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- 5.2 (b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- 5.2 (c) The provisions as outlined in paragraph 5.2 (b) are not subject to daily call-in guarantee and/or overtime provisions. In no case shall payment to Stewards for the time used in processing a grievance be extended beyond Step 2 as outlined in 6.2 (b) of the Grievance Procedure.
- 5.2 (d) Should the Company find that the Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact the Representative of the Local Union and/or register a grievance commencing with Step 2 as outlined in Article 6.2 of this Agreement.
- 5.3 The Union will inform the Company, in writing, of the name of the Steward and/or any subsequent change in the

name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

- 5.4 The Company will notify the Union, by registered mail or telegram, prior to the suspension or discharge of a Steward. Failure of the Company to comply with this provision shall render the dismissal or suspension null and void.
- 5.5 For the purpose of layoff and the day to day allocation of work within his department, the Steward shall be established on the list as the second man but he shall not use the Steward's ~~seniority for the~~ purpose of vacation preference, job bids, extra highway trips as they apply to the City Department of shift changes. In a department where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.
- 5.6 For the purpose of processing specific grievances or disputes, business representatives and Stewards shall have access to trip sheets and time cards. Trip sheets and time cards will be made available immediate at the head office terminal during the office hours of the Company and at other terminals within seven (7) working days.

#### Article 6 GRIEVANCE PROCEDURE

- 6.1 A grievance shall consist of a disputa concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and allowed abuses of discretion by Superviaion in the treatment of employees contrary to the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the questions may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:
- (a) The griever shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.
- 6.2 (a) By a conference between the aggrieved employee and the Branch Manager or his designate, failing settlement, the grievance must be submitted in writing within seven

(7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the griever, but in no case more than thirty (30) days. The seven days and thirty days limitations provided above shall not deprive any employee or the Union of the right to register a retroactive claim for Health & Welfare, Pension, Ontario Health Insurance Plan Premiums, Cost-of-Living adjustments or where such premiums, contributions, or allowances have not been paid in line with provisions of this Agreement. Nor shall the limitations apply to laid-off employees, claiming that they have not been recalled in line with the provisions of Article 8.

- 6.2 (b) Failing settlement at the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the Labour Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved, unless otherwise agreed. The Labour Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.
- 6.2 (c) Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance must be submitted to an Arbitration Boards as outlined below.
- 6.3 In the event the Union or the Company has a grievance, it shall be the responsibility of the griever to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement and by such notification, arrange a meeting within fourteen (14) calendar days between the Labour Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the griever fail to reach a satisfactory settlement, the grievance must be submitted to a Board of Arbitration s outlined in Article 6.2 (c).
- 6.4 Grievances dealing with discharge and suspension shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays, and General Holidays excluded) from the time of the discharge or suspension and shall commence with Article 6.2 (b) of the grievance procedure.
- 6.5 It shall be the responsibility of the party desiring arbitration to inform the other party in writing in the case of:

- (a) an employee grievance within seven (7) calendar days after the Labour Manager or his designate has rendered a decision or failed to render a decision as provided for in Article 6.2 (b) or seven (7) days from the date of deadlock under the provisions of 6.5 (d), the Union can go to an Outside Board;
  - (b) a Company grievance within seven (7) calendar days after the meeting with the Union Representative;
  - (c) A Union grievance within seven (7) calendar days after the meeting with the Company's Representative;
- 6.4 (d) should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an arbitration board as outlined below. Before submitting the grievance to arbitration, the dispute shall, if requested by the grieving party and in accordance with the procedures outlined in this section, be brought to the attention of a Joint Grievance Committee established for this purpose by the Company and by the Local Unions. The Joint Grievance Committee will render a decision unless it is deadlocked which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. The Joint Grievance Committee shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions.

It is further agreed that the Company and the Local Unions shall name only experienced representatives who are engaged in the day to day administration of this Agreement as nominees to the Joint Grievance Committee as required.

It is understood that in the selection of the representatives, the Company must name a representative from another Company and Union must name a representative from another Local Union.

It is further agreed that in the event that any Joint Grievance Committee is unable to render a majority decision, the grieving party must, within fourteen (14) calendar days of the date the Joint Grievance Committee declares a deadlock, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Article 6.5 (e).

- 6.5 (e) A notice of intent to arbitrate under the foregoing provisions shall contain the name of the aggrieved party's appointee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must, in turn, name their appointee. A third member to act as Chairman shall be appointed by the respective appointees, Should either party fail to name their appointee within the required seven (7) calendar days or should the appointees fail to select a Chairman within thirty (30) days from the date of their appointment, either party or their appointee shall request the Provincial or Federal Minister of Labour to make the appropriate appointment, Within seven (7) calendar days of receipt of notice of intent to arbitrate under 6.5 (d), the parties may mutually agree in writing to arbitration by a one (1) person Board of Arbitration. Should the parties fail to appoint a one (1) person Board of Arbitration within thirty (30) calendar days from the date of written mutual agreement, either party shall request the Minister of Labour to make the appropriate appointment.
- 6.6 Where a driver on highway operations is away from his home terminal and thus unavailable to proceed with the Steps of the Grievance Procedure within the time limits prescribed, such time limits shall be extended so as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.
- 6.7 The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or to substitute any new provisions in this Agreement in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement, The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.
- 6.8 Each of the parties hereto will bear the expense of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.
- 6.9 The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.
- 6.10 All monetary grievances that are mutually agreed upon shall be paid the following pay period either by separate cheque or in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement amount.



- 6.11 Any employee covered by the Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or Business Agent.
- 6.12 A grievance once submitted in writing shall not be withdrawn when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concern with the provisions of the Agreement.

Article 7  
STRIKES, LOCKOUTS, & PICKET LINES

- 7.1 During the term of this Agreement, there shall be no lookout by the Company or any strike, sit-down, work stoppage, or suspension of work either complete or partial for any reason by the employees.
- 7.2 The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.
- 7.3 The Union recognizes the right of the company to protect it's business and the property of it's customers.
- 7.4 Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, it's employees, or the Union.
- 7.5 In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

Article 8  
SENIORITY

- 8.1 Seniority shall be terminal wide and include all persons working at the terminal on the terminal payroll except as outline in Article 9. It is agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any other department within the terminal.

8.2 The purpose of seniority is to provide a policy governing work preference, layoff, and recalls.

- (a) in all layoffs, the Company shall consider:
  - (i) the seniority of employees;
  - (ii) the qualifications of employees; where qualifications are relatively equal, the employee's seniority shall be the determining factor;
- (b) in all layoffs, where qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.
- (c) a layoff for any employee will be considered as three (3) consecutive days of no work within his department or division. By the end of the third (3rd) day, the employee must notify the Company in writing on a mutually agreed to form, of his desire to exercise his seniority and transfer to whatever department or division his seniority entitles him to and after seven (7) days, he must exercise his seniority if there are junior men working in another department or division;
- (d) Such moves shall be considered temporary and lasting only until such time as the work force requirements for the foreseeable future are returned to normal.
 

It is, however, understood and agreed that such move cannot be made until the first of the following week. Paid General Holidays and absence from work constitutes a tour of duty for the purpose of interpretation of the foregoing.
- (e) If a continued loss of work days exists for an employee through a shortage of work within any department or in the case of pending layoff, the Company or the Union may request a meeting to discuss alternate work for such employees.
- (f) An employee who is forced to move under the proceeding condition shall retain his terminal seniority for all purposes except that as long as there is available work, he shall not interfere with bid runs or special operations within his new department.

- 8.3 Seniority lists containing the name and starting date of all employees will be prepared and posted in the terminal every three (3) months on the Bulletin Board with sufficient copies for Stewards and Business Agents. A seniority list containing the names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during the month of September of each year.
- 8.4 Employees shall be considered as probationary until placed on the seniority list, Once an employee has exceeded eight (8) hours in any one (1) work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for thirty (30) calendar days during which period he may be discharged or disciplined without recourse to the Grievance Procedure. The Employer may not discharge such employee for the purpose of forcing an additional probationary period. Upon completion of the thirtieth (30th) calendar day, the employee shall either be discharged or placed on the regular seniority list as of the date of commencement of his probationary period.
- 8.5 Employees promoted to supervisory position<sup>6</sup> or positions not subject to this Agreement will retain their seniority after promotion for a twelve (12) month period only,
- If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating, Such employees shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of the Agreement. This Article to be applied only once for any employee during the term of this Agreement.
- 8.6 An employee's employment shall be terminated for any of the following reasons:
- (a) if an employee voluntarily quite;
  - (b) if an employee is discharged and is not reinstated pursuant to the grievance procedure as provided in this contract;
  - (c) if an employee has been laid-off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted

or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of initial delivery and/or attempted delivery;

- (d) if he takes employment other than declared and agreed upon when applying for the leave of absence;
- (e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (f) if an employee is laid-off and not recalled for a period extending beyond thirty-six (36) consecutive working months or if such employee requests and is paid statutory termination benefits whichever comes first.

- 8.7 Leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed a total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is mutually agreed upon.
- 8.8 Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work.
- 8.9
- (a) When new domicile points are established for Highway drivers, each opening will be placed for bid subject to Article 21.9
  - (b) Employees moving under this condition will be placed at the bottom of the seniority list for work preference and layoff but retain their Company seniority for Health & Welfare, Pension and Vacation benefits.
  - (c) Employees will be responsible for their moving expenses.
- 8.10 Any employee who is elected to full time Municipal, Provincial, or Federal government office shall be granted a leave of absence in order to allow him to fulfill his elected duties.

Article 9  
COMPLETE OR PARTIAL CLOSURE OF  
TERMINAL (S) OR OPERATIONS

.1 In the event of a complete closure of a terminal or other place of business where separate seniority is maintained and where the work is moved to another terminal or terminals under the jurisdiction of the Signatories to this Agreement, the Company will give the Union sixty (60) days' written notice of such closure. During this sixty (60) day period, the Company will meet with the affected Unions to outline the reasons for the closure.

Where a closure is affected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the terminal to which the work is being moved. Any employee who is laid-off as a result of the complete closure will be given sixty (60) days' notice of layoff or pay in lieu thereof.

.2 In the event of a partial closure of a terminal (s), highway or city operations as a result of work being moved to another terminal (s) and which results in the reduction of employees in the department so affected, the following will apply:

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- (a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Union (s) in an effort to reach a satisfactory agreement for all concerned in the department of the terminal from which the work is being moved;
  - (b) failing agreement under Section (a), employees affected in the department shall have the opportunity of moving with the work or exercising their seniority within their own terminal. If any of these employees elect to exercise their seniority and bump into other work within their own terminal and as a result, anyone in that terminal is subject to layoff, then if work is available in the terminal to which the work is being moved, then the available vacancies shall be posted for bid and such vacancies shall only be opened to those employees subject to layoff,
  - (c) it must be clearly established that there is a movement of work in order for the above provision to apply;

(d) any employee who is laid-off as a result of the partial closure will be given thirty (30) days' notice of such layoff or pay in lieu thereof:

(e) any dispute arising under the above provisions shall be immediately referred to Arbitration as outlined in Article 6.2.

- 9.3 Personnel moving under the conditions of 9.1 or 9.2 will retain their seniority at the terminal from which they have moved and in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months but within thirty-six (36) months from the date of their original move, such employee may elect to remain at his existing location or return to his original terminal.
- 9.4 The Company will have the sole authority for the allocation of work for employees moving under the conditions of 9.1 or 9.2 for a period of three (3) months from the date of the move or until the date of the next job bid whichever comes first.
- 9.5 Persons moving under the conditions of 9.1 or 9.2 will dovetail their seniority dates with these persons already employed at the terminal to which they moved.
- 9.6 In the event the Company established a new terminal or Operation at a different location within a town or city in which the Company already has a Terminal or Operation, the Company and the Union will meet and establish procedures which will protect the seniority of employees at the original and new terminals. Such procedures will be reduced to writing,

#### Article 10 MERGERS

- 10.1 If the Company acquires by way of purchase or in any other manner the business or undertaking of any other employer and such operations are merged, the seniority of all active employees will be dovetailed including those employees who are off work due to sickness or injury.

If the Company acquiring the business or undertaking does not require all the employees after the merger, layoff will commence at the bottom of the dovetailed active seniority list and such employees will remain on the active seniority list for the purpose of recall.

- 10.2 In the event that any of the companies affected by the merger have laid-off employees prior to the merger, the seniority of those employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees, preference will be given subject to the recall provisions of Article 9, first to those laid-off on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with ~~this Article~~, his original seniority will be dovetailed with the seniority of the active employees.
- 10.3 In the vent that the preceding Sections, in the opinion of either party, fail to provide adequate protection of seniority rights at the time of the purchase and merger then the seniority of the employees in the combined operations shall be determined by agreement between the **Successor**, Company and the Local Union (s) concerned. If mutual agreement is not reached, the conditions outlined in Section 10.1 and 10.2 hereof will apply.

Article 11  
LEAVE OF ABSENCE FOR WORK WITH TEAMSTERS UNION

- 11.1 The Company agrees to grant all present employees who are on leave of absence and all future employees of the Company indefinite leave of absence to work with the Teamsters Union, retaining and accumulating seniority with their respective Company, Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee,

Article 12  
EQUIPMENT

- 12.1 (a) It is to the mutual advantage of both the Company and the employees that employees shall not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty of the employees to report promptly in writing to the Company all defects in equipment.
- (c) It shall be the duty and responsibility of the Company to maintain all vehicles in a safe

operating condition in accordance with the Department of Transport's regulations.

- (d) The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management.
- (e) The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.
- (f) It shall not be violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- (g) New equipment placed in service after April 1, 1979 shall be equipped with heated mirrors, back-up lights on a separate switch, and a cab mounted air circulating fan. This Article shall not apply to city equipment.

- 12.2 Drivers will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management unless the employee has been proven negligent.
- 12.3 It is agreed between the Union and the Company having regard for safety and the drivers' health factor that all power units have adequate heaters, windshield wipers, washers, and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alterations to retain adequate heat. Defective windshield washers shall not be classified as a breakdown. Windshield wipers to be kept in proper working order at all times and cabs to be weatherproof. All new highway equipment put into use as of April 1, 1973 shall be equipped with West Coast mirrors.
- 12.4 The Company must keep speedometers in proper working order and reasonably accurate.
- 12.5 It is agreed that a bad order book will be placed in every tractor allowing one (1) copy of bad order forms for driver and also that the office of the Company will have a copy of this report on file. The mechanic will sign this report when report work is completed. A "bad order" form when made out by the driver will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the maintenance department along with the bad



order report, No driver or Company representative will remove the tag until the repair work is completed.

- 12.6 The Company shall not compel any driver to operate a vehicle in excess of the Legal load limits.
- 12.7 All power equipment and vehicle combinations shall have adequate braking systems.
- 12.8 An air ride seat will be installed in all new highway power equipment,
- 12.9 All new highway equipment shall be equipped as follows:
- (a) Tinted windshield
  - (b) Air conditioning on highway equipment delivered after July 1, 1989
  - (c) Adjustable steering wheel and power steering
  - (d) Re-grooved tires will not be installed on power units
  - (e) The same privileges afforded highway drivers with respect to AM/FM radios applies to city drivers
  - (f) Seat belt hooks
  - (b) Full frame step plates

### Article 13 MEDICAL EXAMINATIONS

- 13.1 Any medical examination required by the Company and/or Federal Legislation or any medical examination required by Provincial Legislation for the purpose of maintaining a driver's license shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations.

The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they then an injustice has been done an employes, have said employee re-examined at the Union's expense.

- 13.2 When a medical examination is required by the Company, the following conditions shall apply:
- (a) 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;

- (b) if a medical examination is taken after working hours, the employee shall be paid \$12.50 and shall, in such cases, receive at least three (3) days' notice prior to the appointment with the Doctor;
- (c) if a medical examination is taken during working hours, one (1) days' notice will be given the employee;
- (d) a report of the examination will be made available to the employee through the Doctor designated by the employee;
- (e) no employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily;
- (f) in the event the Company elects to have the employee examined in another city which is adjacent to his home community, he shall be supplied transportation to and from such city to be paid at the regular hourly rate for the time involved;

13.2 (g) Medical Requirement for Drivers

Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers' license. In the event that a driver loses his driver's license as a result of the medical requirement applied by the Department of Transport, then he shall retain his terminal seniority for work preference and layoff and may bump into whatever department his seniority and qualifications entitle him to. The application of this provision will be on an individual basis and decisions will not establish a precedent.

Article 14  
UNIFORMS

- 14.1 The Employers agrees that if employees are required to wear any kind of uniform as a condition of their continued employment, such uniforms shall be furnished and maintained by the Employer free of charge at the standard required by the Employer. No employees shall be required to wear a uniform that does not bear the

Union Label. Before employees are requested to wear a uniform by the Company, the Union shall be consulted as to type and standard,

- 14.2 It is further provided that voluntary pooling arrangements for the purchase or rental of uniforms shall not come within the scope of this Agreement.

#### Article 15

##### EXTRA CONTRACT AGREEMENTS

- 15.1 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

#### Article 16

##### NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

- 16.1 When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.
- 16.2 No highway driver will suffer any reduction in his weekly earnings as a result of the introduction of double driver or sleeper cab operations.

#### Article 17

##### BULLETIN BOARDS

- 17.1 The Company agrees to permit posting of any notices of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose provided they are authorized and signed by an Office of the Local Union.

#### Article 18

## LOSS AND DAMAGE TO CARGO OR EQUIPMENT

- 18.1 Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.

Article 19  
GENERAL HOLIDAYS

- 19.1 The following General Holidays will be observed:

Thanksgiving Date	Monday, October 10, 1988
Day before Christmas	Saturday, December 24, 1988
Christmas Day	Sunday, December 25, 1988
Boxing Day	Monday, December 26, 1988
Day after Boxing Day	Tuesday, December 27, 1988
New Year's Eve	Saturday, December 31, 1988
New Years' Day	Sunday January 1, 1989
Good Friday	Friday, March 24, 1989
Victoria Day	Monday, May 22, 1989
Canada Day	Saturday, July 1, 1989
Civia Holiday	Monday, August 7, 1989
Labour Day	Monday, September 4, 1989

Thanksgiving Day	Monday, October 9, 1989
Day before Ohriatmas	Sunday, December 24, 1989
Christmas Day	Monday, December 25, 1989
Boxing Day	Tuesday, December 26, 1989
Day after Boxing Day	Wednesday, December 27, 1989
New Years' Eve	Sunday, December 31, 1989
New Years' Day	Monday, January 1, 1990
Good Friday	Friday, April 13, 1990
Victoria Day	Monday, May 21, 1990
Canada Day	Sunday, July 1, 1990
Civic Holiday	Monday, August 6, 1990
Labour Day	Monday, September 3, 1990

Thanksgiving Day	Monday, October 8, 1990
Day before Christmas	Monday, December 24, 1990
Christmas Day	Tuesday, December 25, 1990
Boxing Day	Wednesday, December 26, 1990
Day after Boxing Day	Thursday, December 27, 1990
New Years' Eve	Monday, December 31, 1990
New Years' Day:	Tuesday, January 1, 1991
Good Friday	Friday, March 29, 1991
Victoria Day	Monday, May 20, 1991
Canada Day	Monday, July 1, 1991
Civic Holiday	Monday, August 5, 1991
Labour Day	Monday, September 2, 1991

- 19.2 When one of the observed General Holidays falls on a Saturday or Sunday, the day proclaimed by the Federal

or Provincial Governments shall be the day observed (19.8 excepted). If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined below.

- 19.3 All hourly rated employees shall be paid eight (8) hours pay at their appropriate hourly rate and highway drivers who work in a combination of miles and hours in the week in which the General Holiday occurs shall be paid ten (10) hours at their appropriate hourly rate for the above-mentioned holidays providing:
- (1) they have been in the employ of the Company thirty (30) calendar days;
  - (2) they have not been laid-off for a period longer than thirty (3) calendar days prior to the holiday;
  - (3) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the Holiday;
  - (4) senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.
- 19.4 General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid time and one-half (1 1/2) their normal rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee,
- 19.5 All night shift employees shall enjoy General Holidays in line with the following conditions:
- (a) All Holidays falling on a day other than Monday, the night of the Holiday will be the General Holiday. Any hours worked between 6:00 a.m. the day of the Holiday and 6:00 a.m. the following morning shall be paid at time and one-half (1 1/2) the normal rate of pay in addition to the General Holiday pay.
  - (b) In the case of Holidays falling on a Monday, employees whose work week commence on Sunday or prior to 6:00 a.m. Monday, Sunday shall be their General Holiday and their work week will then commence on Monday. Any hours worked between 6:00 a.m. Sunday and 6:00 a.m. Monday will be paid at

time and one-half (1 1/2) the normal rate of pay in addition to the General Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night,

- (c) In the case of Holidays falling on Monday, employees whose work week commences on a Monday or prior to 6:00 a.m. Tuesday, Monday shall be their General Holiday and their work week will then commence on Tuesday. Any hours worked between 6:00 a.m. Monday and 6:00 a.m. Tuesday will be paid at time and one-half (1 1/2) the normal rate of pay in addition to the General Holiday pay. Employees who work week starts on Monday night shall not be allowed to work ahead of employees whose work week starts on Sunday night,
- (d) All employees who have worked fifty percent (60%) or less of the previous twelve (12) Sunday night shifts or dispatches, will be classified as starting Monday night for the purpose of applying this clause.

- 19.6 Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.
- 19.7 Dispatches must be arranged so the highway drivers will be back in their home terminal and off duty at 6:00 p.m. December 23rd and December 31st. However, this does not preclude the Company in case of emergency to move a load if a driver in line with his seniority is willing to accept a dispatch which will bring him back to his home terminal after 6:00 p.m. as mentioned above. For all General Holidays, the driver is entitled to thirty-six (36) clear hours off duty from the completion of his shift on the eve or the day of such Holidays.
- 19.8 Canada Day will be observed on the same day it is observed by General Motors Corporation at Windsor, London, Toronto, St. Catharines, and Oshawa. (19.8 applies to the Automotive Division only)

Article 20  
VACATIONS WITH PAY

20.1 VACATION PAY FOR EMPLOYEES WITH LESS THAN ONE (1) YEAR EMPLOYMENT

All employees including those employees working for Companies under Provincial jurisdiction with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Code as of July 1965 or any subsequent amendment thereto.

20.2 VACATION FOR EMPLOYEES WITH ONE (1) YEAR OF EMPLOYMENT

Employees who have completed one (1) year of employment shall receive two (2) weeks vacation with pay.

20.3 VACATION FOR EMPLOYEES WITH FIVE (5) YEARS OF EMPLOYMENT

Effective 1975, employees who have completed five (5) years of employment by November 30th in any year shall receive three (3) weeks vacation with pay; however, if an employee has not completed his five (5) years of employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fifty (6th) anniversary date of employment.

20.4 VACATION FOR EMPLOYEES WITH TEN (10) YEARS OF EMPLOYMENT

Effective 1975, employees who have completed ten (10) years of employment by November 30th in any year shall receive four (4) weeks vacation with pay; however, if an employee has not completed his ten (10) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10th) anniversary date of employment.

20.5 VACATION FOR EMPLOYEES WITH EIGHTEEN (18) YEARS OF EMPLOYMENT

Effective 1979, employees who have completed eighteen (18) years of employment by November 30th in any year shall receive five (5) weeks vacation with pay; however, if an employee has not completed his eighteen (18) years of employment when taking his vacation, the pay for the fifth (6th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

(a) Effective 1979, employees who have completed twenty-five (26) years of employment by November, 30th in any year shall receive six (6) weeks

vacation with pay; however, if an employee has not completed his twenty-five (25) years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twenty-fifth (26th) anniversary date of employment. Employees entitled to six (6) weeks vacation will be paid twelve percent (12%) of their total earnings for the year previous to their vacation.

20.6 AMOUNT OF VACATION PAY

Vacation pay for those enjoying two (2) weeks vacation, three (3) weeks vacation, four (4) weeks vacation, five (5) weeks vacation, and six (6) weeks vacation with pay annually shall be calculated at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), and twelve percent (12%) respectively of their total earnings for the year previous to their vacation.

20.7 VACATION PAY FOR EMPLOYEES TERMINATING EMPLOYMENT

Employees who have qualified for 2, 3, 4, 5, or 6 weeks vacation and who sever or have severed their employment after they have become qualified for 2, 3, 4, 5, or 6 weeks vacation as the case may be shall receive, at the date of severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) respectively of their earnings since the termination of their last computed vacation pay.

20.8 VACATION PAY FOR REGULAR EMPLOYEES ON SHORT TIME

Vacation pay will be computed at the rate of two percent (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours pay per week of vacation provided he has worked fifty percent (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness, or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

20.9 VACATION PERIODS AND QUALIFICATIONS

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September, and October shall be allowed to do so. It shall not be mandatory,



however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year.

Summer vacation periods shall be June, July, August, September, and October inclusive.

- (a) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation periods.
- (b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- (a) Vacation pay and General Holiday pay will be considered as earnings.
- (d) Employees while on vacation cannot be called into work.

#### 20.10 SEPARATE CHEQUE FOR VACATION PAY

All monies paid for vacation shall be paid by separate cheque.

### Article 21 ALLOCATION AND HOURS OF WORK

21.1 The Company shall have the authority to allocate and assign the work to personnel having regard to:

- (i) the skill and qualifications of employees;
- (ii) seniority of employees and where the qualifications expressed in (i) are relatively equal, seniority shall be the determining factor.

SUBJECT TO THE ABOVE

#### 21.2 HOURLY RATED OPERATIONS

- (a) In conjunction with the Annual inter-departmental job bid, seniority shall prevail as to starting times and/or shifts as set out by the Company.

The Union recognizes that the Company must have a nucleus of experienced men on each shift.

- (b) Senior personnel shall have the preference to work on the first five (5) days of the week to the extent that it is consistent with the foregoing conditions. The work week shall commence on Monday.
- (c) (i) All work performed on Saturday will be paid at the rate of time and one-half (1 1/2) the regular rate of pay.
- (ii) All work performed on Sunday will be paid at the rate of time and one-half (1 1/2).
- (iii) Senior employees shall be entitled to work overtime in order of seniority. Employees must have a minimum of eight (8) hours off duty before commencing a new shift.
- (iv) (a) Local employees may only file claims for weekly overtime worked by junior employees provided the same occurs on the same shift.
- (b) For the purpose of this rule, starting times which are within a period of two (2) hours or less shall be considered the same shift.
- (c) A senior employee may not file against a junior employee on the same shift unless the difference in their overtime is three (3) hours or more.

### 21.3 HOURS OF WORK

- (a) Employees who report for work in any week, Monday through Friday, will be subject to the following provisions:

Commencing April 1st, 1973, the standard guaranteed work for ninety percent (90%) of the hourly rate employees in the city operationa will be forty (40) hours per week and eight hours per day.

- (b) The "call-in" guarantee for the remaining hourly rated employees shall be eight (8) hours.

- (c) It is furthermore mutually agreed that any hourly rated employee performing work on Saturday or Sunday will receive a guarantee of four (4) hours work and the eight (8) hour "call-in" guarantee shall not apply.
- (d) Overtime rates at time and one-half (1 1/2) of the normal rate of pay will be paid for all hours in excess of eight (8) hours in any one (1) day and/or forty (40) hours in any one (1) week.
- (e) Where a Statutory Holiday falls during the work week, Monday to Friday, the work week will be reduced by eight (8) hours for each Holiday.
- (f) Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner:
  - (i) to the senior available employee on duty who is willing to perform such work.
  - (ii) when no one is available under (i) or in the event additional personnel is required, off-duty employees will be called in, in order of seniority.
- (g) All hourly rated employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half shift.
- (h) When an employee is specifically requested to work overtime, he will be given a coffee break not exceeding fifteen (15) minutes without loss of pay before such overtime commences.
- (i) Where a Company has extra highway trips, such trips shall be allocated to qualified city drivers in the following manner:
  - (i) to the senior driver on duty, however, no such driver will be considered available for highway trips which would entail a complete shift totalling over ten (10) hours,
  - (ii) where no one is available under paragraph (i) or in the event additional personnel are required, off-duty drivers shall be called in, in order of seniority.

- (iii) no city driver who has completed eight (8) hours on duty and has been released from duty shall be eligible for extra highway trips unless he has been off duty for ten (10) hours.
- (j) (i) Any hours worked at the hourly rate in excess of eight (8) hours per day or forty (40) hours per week as outlined in Article 21.3 (a) shall be paid for at time and one-half (1 1/2) the employee's regular hourly rate.
  - (ii) All miles driven after the employee has worked a combined total of ten (10) hours in one (1) shift at the mileage and/or hourly rate shall be paid for at time and one-half (1 1/2) the employee's regular rate of pay.
  - (iii) Upon the completion of such trip, he will not be considered as "available for work" until after ten (10) hours off duty.
  - (iv) Employees who are called in to work as replacements for scheduled city drivers who are absent for one of the following reasons: Sickness/Absenteeism on extra highway trips, Cross-Border Operations will not be subject to Article 21.3 (a).
  - (v) The Company is entitled to a minimum of one (1) ten percent (10%) employee where the work force is more than two (2) employees.

#### 21.4 ANNUAL JOB BIDS

- (a) It is agreed between the Company and the Union that once each year all employees in the Highway and City departments may bid to transfer to other departments within their own terminal providing they have the necessary qualifications and seniority.
- (b) The bid shall be held annually in the month of March and will be posted for seven (7) days commencing on the first Monday of the month. The bid will show the number of department openings, shift starting times, special operations, and highway bid runs. Each employee will be brought into the office in order of seniority to sign the bid at which time he must indicate his preference.

The transfer of employees will be effected commencing on the first Sunday of the month of April. The results of the job bid will be posted for at least seven (7) days prior to the annual change and the Local Union's area office concerning will be given copies when completed. The appropriate shop Steward will have the authority to sign on behalf of any employee who is absent at the time of the annual job bid due to sickness, injury, leave of absence, or vacation.

- (c) At the time of the annual job bid, an employee who has lost his driver's license will be entitled to bid for a driving job in accordance with his seniority and qualifications. Such employee shall assume such bid upon regaining his driver's license. In the interim, such employee will not be entitled to enjoy his seniority in any other department.

- 21.5 Employees will only be transferred if the required qualifications are approved by the Company.
- 21.6 An employee bumped out of a department as the result of a bid will move to whatever department his seniority and qualifications entitle him to.
- 21.7 Personnel transferring under the above conditions shall assume positions according to and maintaining their terminal seniority.
- 21.8 JOB TRANSFER FOR HOURLY RATED EMPLOYEES

When openings on types of equipment occur at any time, qualified employees in the department in which the openings occur shall be given preference in accordance with their seniority. This shall not be interpreted to give an employee the right to move from one truck to another nor to give an employee a preference to bid on a new truck, but is intended to give an employee an opportunity to progress from straight truck to tractor-trailer equipment,

- 21.9 When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the bulletin board for seventy-two (72) hours, Saturdays, Sundays, and General Holidays excluded, and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their department seniority. The senior qualified employee (s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

- 21.10 An employee who transfers from one department to another between bids shall be placed at the bottom of the departmental seniority list for work preference only. At the next annual job bid, he may exercise his terminal seniority for all purposes.

Article 22  
ALLOCATION AND HOURS OF WORK  
(HIGHWAY OPERATIONS)

- 22.1 Highway Bid Run Drivers: A highway driver operating on a bid run.

Regular Highway Drivers: a driver who bids on the highway at the job bid and works regularly on the highway.

It is agreed that highway bid run drivers, regular highway drivers, and city drivers will come under the Rules and Regulations of Highway Operations when operating within the Highway Department.

Bid Run Operations: At a terminal where bid runs may be set up or where there are special operations, it is agreed that the Company and the Local Union or Unions involved will meet to establish rules, in writing, governing the operation of such bid runs and/or special operations.

- 22.2 Bid runs will only be established with the Local Union or Unions involved and in accordance with the Rules set forth below.

Additional rules may be agreed upon not inconsistent with the regular highway operation but mutual consent and these must be reduced to writing.

- (i) A bid run shall have a regular starting time established unless otherwise mutually agreed upon.
- (ii) Bid runs shall have permanent points established on the bid and the driver will not be dispatched to points other than those points established by the bid.
- (iii) If, for any reason, a bid run does not materialize, the bid run driver shall exercise his seniority on the regular highway operations. The bid driver will continue to operate on regular highway operations for

that week or until the bid run driver arrives back in his home terminal and has had enough time off duty to enable them to go back on his bid run.

- 22.3 Highway drivers will be assigned the best paying dispatches which are available when they are called to report for duty, However, should the highway driver elect to decline the best paying dispatch, he will be given preference on all other loads available.
- 22.4 (a) Should other loads materialize and be available for dispatch between the time a driver is called for duty and the time he reports for dispatch, the driver will be advised and may exercise his seniority on such loads.
- (b) Dispatch will be final when highway trip report is time stamped by dispatcher.
- 22.5 Loads will not be held for the purpose of depriving a highway drivers of his seniority.
- 22.6 The Company shall assign drivers to highway trips in accordance with the following conditions:
- (a) seniority of the employee in the highway operations at the home terminal:
- (b) hours of regulations and hours of work limitations as spelled out in this Article;
- (c) Highway drivers will be given preference at time of dispatch on loads in line with their seniority regardless of the power equipment required to move the load.
- (d) Employees on highway operations off duty at their home terminal will not be considered available for work until they have been off duty ten (10) hours. They will be allowed two (2) hours, without pay, to report for work. Each driver, upon being contacted by the Company, shall be advised of his starting time.
- (e) If a highway driver is not dispatched after reporting for work as advised, he shall be paid for all time held at the regular rate of pay.
- (f) Senior personnel shall have the preference of working on the first five (5) days of the week (the work week may commence on Sunday),

- (g) Any highway driver working in excess of eight (8) hours per shift or forty (40) hours per week at the hourly rate shall receive time and one-half (1 1/2) his normal hourly rate for those hours in excess of eight (8) and forty (40) hours.
- (h) Any highway driver working a combination of hourly and mileage rates shall be paid at the rate of time and one-half (1 1/2) his normal rate of pay for all hours worked and miles driven after ten (10) hours in any one (1) shift or sixty (60) hours in any one (1) week. In conjunction with the foregoing, hours worked and miles driven shall include all hours and miles from the time the employee has reported for duty until he has punched out. Hours worked and miles driven between the hours of 12:01 a.m. Sunday through 18:00 hours Sunday will be paid for at the rate of time and one-half (1 1/2) the regular rate if drivers is dispatched after 6:00 p.m. Saturday. Time included will be specifically defined as follows:
- (1) Meal Periods
  - (2) Coffee Breaks
  - (3) Rest Periods
- (i) When General Holidays occur within the scheduled work week, the weekly limitations after which overtime shall be paid will be reduced by the number of hours paid for the General Holiday as outlined in Article 19.1. All time paid for employees called in on General Holidays shall be paid at one and one-half (1 1/2) the regular rate, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.
- (j) Highway drivers shall have the right to decline further work when they have accumulated a total of forty-five (45) hours or 1,800 miles in any one week. No driver will be dispatched from his home terminal when he has accumulated 2,200 miles in a week. When a foreign driver has reached 2,200 miles a week, he must be dispatched a trip directly in route to his home terminal.

Any General Holiday that falls within the scheduled work week shall reduce the number of miles driven or hours worked for the purpose of booking off by ten (10) hours or four hundred (400) miles for each General Holiday.



- 22.7 When all employees in the Highway Department have worked five (5) shifts, senior employees will be given the first opportunity to work on sixth shift operations. In the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority. Highway Drivers shall not be compelled to accept a sixth (6th) dispatch which entails a layover. In the event a man is dispatched on a turn on the sixth (6th) shift and the return loads do not materialize, the man shall be paid for all time held. It is the Company's responsibility to return the man to his home terminal.
- 22.8 Highway drivers shall not be compelled to work on any Company dock except those drivers on wayfreight operations where the mileage is not in excess of three hundred (300) miles.
- 22.9 In order to prevent intermingling of highway operations with the city pickup and delivery operations, no highway drivers will be allowed to pick up or deliver freight within a radius established by mutual agreement between the Company and the Local Union involved and reduced to writing and signed by the parties.
- 22.10
- 1a) The known Sunday night dispatch will be made available at least twenty-four (24) hours prior to the time of dispatch.
  - (b) No driver will be compelled to accept a dispatch on Sunday night unless he receives twenty-four (24) hours notice and, except in emergency, no driver will be dispatched before 6:00 p.m. Sunday night.
  - (c) Drivers wishing to book off Sunday night must request permission to do so no later than on the preceding Saturday noon.
  - (d) Highway drivers will not start work before 6:00 p.m. on Sunday.
- 22.11 Employees who are on the Highway Department seniority list and who are called in for duty shall receive eight (8) hours work within that department or the equivalent of eight (8) hours pay at their normal hourly rate.
- 22.12 City drivers who are called in off shift for extra highway trips shall receive eight (8) hours of work within the Highway Department or the equivalent of eight (8) hours pay at their normal hourly rate.

- 22.13 Home terminal drivers shall be given preference on turn around runs over foreign terminal drivers on layover,
- 22.14 Employees required to dead-head shall be paid the prevailing rate equal to the driver. This shall include breakdown and all delays, etc. Drivers will not dead-head: in vehicles which are not equipped with passenger seats.
- 22.15 When a Company requires a Highway driver to make the initial hook-up of equipment and/or final unhooking and storing of the equipment, such driver shall be paid at his appropriate hourly rate for all time spent performing these duties.
- 22.16 (a) Where it is required by the Company, it shall be the responsibility of the driver to check oil, gas, windshield washer containers, and water. He may also be required to check lights and the tying of tarpaulin ropes and such driver shall be paid at their appropriate hourly rate for all time spent performing such duties. Any defects in same shall be immediately reported to the proper authorities.
- (b) Highway drivers will not be required to fuel, add oil, or repair lights while there are maintenance and/or city personnel available at the terminal.
- 22.17 At intermediate points where a highway driver is required to switch equipment or break trailer trains, he shall be paid one-quarter (1/4) hour at his hourly rate for each individual drop and each individual pickup of equipment. Equipment shall mean and include trailers, payloaders, dollies, and each shall be considered as individual drops or pickups.
- 22.18 Where a highway driver cannot hook up a trailer train combination alone, the Company will provide him with the necessary help.
- 22.19 (i) All time payments of highway drivers shall include way-freighting, terminal delays, breakdowns, completing of log forms, tach cards, or other unavoidable delays and shall be calculated at the prevailing wage rate of the driver's home terminal. It is agreed that a driver while performing work where a higher scale prevails, shall receive the prevailing drivers scale while performing work in that area. Any claim for pay must be accounted for the highway driver on a form provided and approved by the Company's representative in charge. In the event of

breakdowns or other allegedly unavoidable delays such as major snow storms occurring in areas without supervision, the Company may, at its discretion, require the driver to sign a statutory declaration having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act setting forth the causes to the best of their knowledge and belief for such breakdown and/or delay.

- (ii) In any one (1) hour of duty where there is a total of three (3) hours or less of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay in accordance with Article 22, Section 19.
- (iii) In any one (1) hour of duty where there is a total of more than three (3) hours of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays at straight time for all hours involved regardless of when they occur. Upon resuming tour of duty, such hours of delay, although paid for at straight time, shall be used in determining total time for the purpose of calculating overtime pursuant to Article 22, Section 6 (h).

- 22.20 When a highway driver is required to find his own sleeping accommodations, the Company agrees to pay all bonafide room receipts.
- 22.21 The Company agrees to provide clean and sanitary sleeping accommodations.
- 22.22 When new sleeping accommodations are built, such premises shall be adequately air-conditioned.
- 22.23 Grievances concerning all sleeping accommodations shall be promptly investigated by the Local Union in that area and recommendations by mutual agreement shall be promptly complied with,
- 22.24 Transportation for laid-over highway drivers will be supplied by the Company in a Company vehicle or by adequate public transportation to and from sleeping accommodations and restaurant facilities over one-half (1/2) mile from the Company terminal. Transportation will be supplied under one-half (1/2) mile in inclement weather.
- 22.25 For the purpose of determining "adequate" drivers will not be required to wait more than fifteen (15) minutes

for public transportation nor will they be required to walk more than one-half (1/2) mile from the terminal to the place of public transportation or from the place of public transportation to the place of their sleeping quarters or a combination of both.

- 22.26 Drivers who are required to lay-over and sleep away from home will receive a total of twelve dollars and fifty cents (\$12.60) per sleep allowance.
- 22.27 A highway driver suspended or discharged away from his home terminal shall receive transportation to his home terminal within a period of ten (10) hours from the time of discharge provided he is available.
- 22.28 Drivers moving to the Highway Department between annual Job bids shall be placed at the bottom of the Highway seniority list for work preference and terminal seniority will not apply until the next annual job bid.
- 22.29 Foreign Terminal Dispatch
- (a) Highway drivers required to lay-over at a foreign terminal shall not be dispatched until they have been off duty for eight (8) hours.
  - (b) They shall be allowed one (1) hour without pay to report for work except where the location of their sleeping quarters makes it necessary to take longer but at no time to exceed two (2) hours.
- (a) If a driver is held over ten (10) hours, he shall be paid for all time held over ten (10) hours up to a maximum of ten (10) hours in the first twenty-two (22) hour period from the time the run ends. The same principle shall apply in each succeeding twenty-two (22) hours.
- If he is required to perform hourly rated work during the hold-over period, he shall be paid his regular hourly rate of pay for such work and this pay shall be in addition to the pay he receives for all time held.
- 22.30 On Sunday and Holidays, lodging shall be allowed in addition and in accordance with the allowance set out herein and the driver shall receive a meal allowance of twelve dollars and fifty cents (\$12.60) for each day held.
- 22.31 Drivers who have been laid-over in foreign terminals shall be dispatched in accordance with the following rules:

- (i) Drivers who are available for duty will be given preference on return dispatches to their home terminal.
- (ii) When two (2) or more drivers from the same home terminal are available for duty, they will be dispatched in accordance with their highway seniority.
- (iii) When two (2) or more drivers from different terminals are in a foreign terminal and available for duty, they will be dispatched in accordance with their highway seniority.
- (iv) For drivers who have not been laid over and are available for dispatch and there are not sufficient loads for all such drivers, items (i) and (iii) will apply.

22.32 Where there are bid run8 out of a terminal, foreign terminal drivers may be held until bid run drivers have been dispatched provided there are sufficient loads available.

22.33 No driver will be held over away from his home terminal on a General Holiday or on a Sunday unless by mutual consent.

22.34 Special Rules far all Highway Operations

Having regard for the differing operational conditions that may exist from one (1) Company to another or from one area to another, the Company and the Union (e) may institute additional Rules and Regulations that are mutually agreed upon,

Such Rules and Regulations must be reduced to writing and signed by the parties. In the event of any dispute concerning such agreed upon Rules and Regulations, either party to this Agreement reserves the right to rely on the terms of this Agreement which shall govern.

### Article 23 LEAD HANDS

23.1 (a) A "Lead Hand" shall be defined as a person who performs work and directs the work of others. He shall not have the authority to hire, fire, suspend, or otherwise penalize other employees and he shall be a Union member. When Lead Hands are to be appointed by Management, a bid will be pasted and the Lead Hand will be selected

according to qualifications and seniority. However, it will be the sole responsibility of Management to make the final decision provided that when, qualifications are equal, the senior man will be given preference. It is understood that the differential in wages for Lead Hands will be a minimum of twenty-five cents (\$.25) per hour in excess of driver's rate of pay.

- (b) In terminals where the number of employees in the Bargaining Unit does not exceed four (4) drivers and/or dockmen, the Company has the right to appoint Lead Hands to cover such operations.
- (a) At terminals where the number of employees in the Bargaining Unit exceeds four (4), the Company will appoint a Terminal Manager and/or a Foreman, who will be excluded from the Bargaining Unit.
- (d) Lead Hands shall not perform driving duties.

#### Article 24 PAY PERIODS

- 24.1 It is agreed that the present pay periods as established by the Company shall be maintained. The Company will endeavor to issue pay cheques the day period to any Holiday on which a pay day falls. Minor shortages will be paid the following pay period when brought to the attention of the Company, Shortage<sup>6</sup> in excess of fifteen dollars (\$15.00) will be paid immediately.

#### Article 25 PART TIME EMPLOYEE<sup>3</sup>

- 25.1 Part-time employees will receive one dollar (\$1.00) per hour and two cents (\$.02) a miles lese than regular employees but are not otherwise covered by the terms of this Agreement.

A part-time employee shall be considered an employee working eight (8) hours or less per week. When a part-time employee's work exceeds eight (8) hours per week Monday through Friday, he shall, commencing with the weak he exceeded the eight (8) hour limitation, be considered a full time employee and all conditions of this Agreement shall then apply. Regular employees who are laid-off shall be given the first opportunity for Part-time work and the daily guarantee shall apply.

In order to receive Health, Welfare, and Pension payments, the regular rate of pay, and Holiday pay, a regular laid-off employee must work a minimum of one (1) day in the month for which the payments are due and must be obligated for additional work in that month.

- 25.2 The Company will pay to the Local Union in the same amount as paid by regular employees, Union dues for all part-time employees who work any time during the month. The Company will be required to make the remittance to the Local Union by separate cheque listing names of such part-time employees in conjunction with Article 2 of the Collective Agreement.
- 25.3 Hours worked by part-time employees on Saturday and/or Sunday will not enable them to become probationary employees.
- 25.4 It is understood and agreed that before using part-time help, the Company must show proof that such part-time help has been off the clock for at least twelve (12) hours from his place of employment.
- 25.5 Part-time employees will be restricted to a maximum of two (2) tours of duty in any one calendar week.

#### Article 26 STUDENTS

- 26.1 Students may be hired on a full-time basis for the summer months, May 1st to September 30th and will receive one dollar (\$1.00) per hour less than regular employees and will be subject to all other pay regulations of this Agreement. They shall pay to the support of the Local Union the amount of monthly dues which shall be checked off but no other provisions of this Agreement shall apply, They shall not interfere with the seniority rights of full time employees.

#### Article 27 GENERAL

- 27.1 The Company agrees to bear the cost of moving the furniture and other personal belongings of any employee permanently transferred at the Company's request to another branch of the Company.
- 27.2 Any Company who employs in its service five (5) or more people shall have a time clock.

- 27.3 Personnel shall be allowed time off to vote in Dominion, Provincial, or Municipal Elections in accordance with the appropriate statute,
- 27.4 All employees must be given dated receipts for all monies turned in to the Company.
- 27.5 (a) Should the Company require an employee to post Bond, the premium charge shall be paid by the Company. The primary obligation to procure the Bond shall rest with the Company and if it cannot arrange for a Bond for an employee within thirty (30) days, it must so notify the employee in writing. Failure to notify the employee shall relieve the employee of the Bonding requirement,
- (b) If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own Bonding arrangements, standard Bond premiums only, to be paid by the Company. A standard bond premium shall be that premium paid by the Company for all Bonds for all other employees in similar classifications. Any excess Bond premium charges are to be paid by the employee. Where the Company, whose employees are not bonded, institute a Bonding condition during the term of this Agreement, the inability of the employee who has attained seniority to secure a Bond shall not be cause for discharge.
- 27.6 In the event of a death in the immediate family (i.e., Father, Mother, Sister, Brother, Wife, Husband, Child, Grandparent, in-Law, Step-Parent, Grandchildren), an employee shall be given the necessary time off work to attend the funeral and will be paid three (3) days pay provided that the period between the day of death and the funeral are working days,
- 27.7 In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto, the relative section only of this Agreement shall be nullified.
- 27.8 (a) It has been agreed that employees handling hazardous material shall be supplied by the Company with all necessary equipment (rubber clothing, goggles, etc.) to protect the employee's person.
- (b) Shunters, dockmen, and yardmen requested to work in the terminal yard in inclement weather will be provided with protective clothing.



- (c) Company to supply parkas to full time fuel men.
- 27.9 The Company agrees to provide clean and sanitary and adequate appointments in respect to lunch room, washrooms, and sleeping accommodations.
- 27.10 The Company shall pay the prevailing rates to all employees compelled to attend Company meetings.
- 27.11 Employees shall not take more than one (1) continuous hour for meals, however, should the taking of a full continuous hour for meals cause additional waiting time, the Company may request the employee to take not less than thirty (30) minutes. No employee shall be compelled to take more than one (1) hour for lunch and the lunch period shall be between the fourth (4th) and the sixth (6th) hours. An employee shall not, however, take any time off for meals before he has been on duty for four (4) hours nor after he has been on duty six (6) hours.
- The Company agrees to show on the employee's pay cheques or statement attached thereto, the number of miles, the amount earned by miles, the number of regular hours worked, the amount earned, the number of overtime hours, the amount earned, any amount remitted on the employee's behalf for Pension purposes, accumulated/earnings, income tax deductions, and vacation pay accrual. If the Company changes a time card or trip report, the Company will enclose an adjustment voucher in the employee's pay envelope explaining the reason for change.
- 27.13 The Company will provide adequate parking facilities for all employees at all new terminals and where parking facilities are presently being provided, they will be maintained.
- 27.14 Employees who are discharged will have their discharge confirmed in writing and their pay will be mailed by registered mail to his last known address within twenty-four (24) hours from the time of his discharge. Employees who terminate their employment shall have all monies owing them paid not later than the following day.
- 27.15 If an employee is called and required to serve on jury duty or as a Crown Witness on his normal working day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time rate, less the amount of the jury duty pay received for hourly rated employees and ten (10) hours per day for highway drivers.

- 27.16 If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury providing he is not receiving compensation pay for that day and the Company shall supply suitable transportation to a hospital or doctor and thence to his residence.
- 27.17 No driver shall be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar.
- The Employer shall not require a person to lift, carry, or move anything so heavy or in a manner as to be likely to endanger his safety or the safety of any other person.
- 27.18 No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the Industrial Safety Act, the Ontario Safety Act, or the Canada Labour Safety Code whichever is applicable.
- 27.19 All pick up and delivery trucks will have steps and hand holds at the rear of the unit.
- 27.20 The Company agrees to supply lockers for all City employees.
- 27.21 All Company owned terminals shall have heating systems capable of maintaining a dock temperature of forty-five (46) degrees Fahrenheit with the doors closed under normal winter conditions.
- 27.22 All power equipment, including equipment hauling containerized equipment shall have sufficient mud flaps installed.
- 27.23 ~~In the event~~ that a Safety Committee is required by the applicable Federal or Provincial legislation, the Company will establish such a committee and pay participating employees at the regular hourly rate of pay for their time required.

Article 28  
HEALTH AND WELFARE

- 28.1 The Company agrees to pay the cost of the coverage provided by the Ontario Health Insurance Plan (O.H.I.P.) for employees and employees' eligible dependants.

- 28.2 It is further agreed that the Company shall contribute One hundred and Fifty-four Dollars (\$164.00) per month on October 1, 1988, One hundred and Sixty-six Dollars (\$166.00) per month on October 1, 1989, and One hundred and Seventy-eight Dollars (\$178.00) per month on October 1, 1990 for each eligible employee covered by this Agreement to the appropriate Local Union Health & Welfare Plan.
- 28.3 To be eligible for the benefits as set forth in 28.1 and 28.2 hereof, an employee must:
- (a) have been in the employ of the Company for thirty (30) calendar days;
  - (b) have reported for work anytime during the month for which contribution is being made;
  - (c) have not been laid-off for a period longer than thirty (30) calendar days;
  - (d) have not been absent from work due to sickness or injury for a period longer than six (6) months;
  - (e) have not been absent from work due to an on the job injury for a period longer than nine (9) months.
- 28.4 The premiums shall be paid on or before the fifteenth (16th) day of the following month. Where a Company fails to submit a premium, such a Company shall be notified by the Local Union by registered mail of its failure to do so. Failure to comply with the Health & Welfare provisions within fourteen (14) days of receipt of such notification, the Company will assume responsibility for all medical costs and benefits as provided for by the Health and Welfare policy, then in effect for each employee for whom a premium has not been paid.
- 28.5 The above mentioned penalty provisions will not apply where the Company fails to submit a premium or premiums because of a clerical omission or error.

#### Article 29

#### PENSION CONTRIBUTIONS AND ADMINISTRATION

- 29.1 On the first day of each month, the Company agrees to contribute to an employees' Pension Fund handled by Joint Trustees, effective October 1, 1988 an amount of Two hundred and Twenty-two Dollars (\$222.00) per month and effective October 1, 1989 an amount of Two hundred

and Fifty Dollars (\$150.00) per month, Effective October 1, 1990 where the earnings of the plan are not sufficient to support the Pension Benefits provided for under this Agreement, the Company undertake8 to provide an additional amount up to Twenty-nine Dollars (\$29.00) per month if, and as required, which would bring the monthly contribution up to a maximum of Two hundred and Seventy-nine Dollar8 (\$279.00) per month,

Pension contributions shall be made for each employee covered by the Agreement who has been on the payroll for more than thirty (30) calendar days and who has reported for work at least one (1) day in the month,

The Pension shall be ~~administered by a Trust Company~~ or any other agency that is legally entitled to perform such adminiatration in the Province of Ontario which the Trustee may decide from time to time.

#### 29.2 POWERS OF TRUSTEES

The Company and the Local Union agree to sign an "Agreement to be Bound" thereby giving the Trustees of the Teamsters and Motor Transport Industrial Relations Bureau of Ontario Pension Plan, the authority and obligatio6 to deal with any Company or Local Union who is late in remitting or fails to remit the required contribution to the aforementioned Plan as outlined in this Agreement.

It is further agreed that the parties to this Agreement will instruct the Trustee of the Pension Plan to retain legal counsel to amend the "Agreement to be Bound" in such a manner that the Trustee will have the authority to sue any delinquent Company or Local Union for late remittance, interest, and legal costs incurred.

#### 29.3 ARBITRATION

The parties agree to amend the present "Trust Deed" to provide for a qualified independent arbitrator for the purpose of breaking a deadlock vote by the Board of Trustees.

#### 29.4 CANADA PENSION PLAN

It is further agreed that the Canada Pension Plan will be in addition to the Trustees of the Teamsters and the Motor Transport Industrial Relations Bureau of Ontario Pension Plan.

PIGGY BACK

- 30.1 It is agreed that piggy-back services will not be used by any Company except to move loads in excess of the number which can be handled by the regular highway drivers and city drivers, loads which are over length, over height, and over weight which cannot be reduced to the legal load limit,
- 30.2 Where loads to over all highway drivers and city drivers have been assigned to the highway department and the Company has moved any excess loads by piggy-back, it will not be cause for grievance if, through circumstances beyond the control of the Company, a trip that had been assigned fails to materialize,

Article 31  
LEASED OR HIRED EQUIPMENT

- 31.1 No employee on the seniority list will suffer short hours, layoff, or reduced work week through the Company hiring leased or hired equipment, nor will employees on the regular seniority list be laid off due to the Company hiring outside equipment for such City pick ups and delivery work when the Company has appropriate and useable equipment available for such work,
- 31.2 This clause will not be applicable to the emergency use of hired trucks for short duration. It is understood that these provisions will not be used to deprive regular employees on the seniority list of their regular work consistent with efficient operation\*
- 31.3 In the jurisdiction of Local 880 only, the Company will be limited to the use of one hired truck for a maximum of ninety (90) days in any one calendar year.

Article 32  
INTERIM INCREASES

32.1 COST OF LIVING

All regular employees on the seniority list shall be entitled to the Cost of Living Allowances in accordance with this Article. The Amount of the Cost of Living Allowance as set forth in this Article shall be determined through the use of the Consumer Price Index for Canada (1971 = 100), hereinafter referred to as the "Index". Continuanue of this Coat of Living Allowance shall be contingent upon the availability of the index

in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the Index for September 1988 unless otherwise mutually agreed upon by the parties,

#### FIRST (1ST) YEAR

If during the first (1st) year of this Agreement, the Index increases by more than five percent (5%) calculated on the basis of the difference between the Base Index Figure for September 1988 and the Index figure for each month up to and including September 1989 THEN an additional one percent (1%) will provide a Cost of Living Allowance of ten cents (\$.10) per hour for all hours actually worked and \$0.25 per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which included the last day of each month,

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five percent (6%) AND will be payable monthly as a lump sum payment in the pay for the period during which the Index was released.

#### SECOND (2ND) YEAR

If during the second (2nd) year of this Agreement, the Index increases by more than five percent (6%) calculated on the basis of the difference between the Base Index Figure for September 1989 and the Index figure for each month up to and including September 1990 THEN an additional one percent (1%) increase in the Index over and above five percent (6%) will provide a Cost of Living Allowance of ten cents (\$.10) per hour for all hours actually worked and \$.25 per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five percent (0%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released, .

#### THIRD (3RD) YEAR

If during the third (3rd) year of this Agreement, the Index increased by more than five percent (5%) calculated on the basis of the difference between the

Base Index Figure for September 1990 and the Index figure for each month up to and including September 1991 THEN an additional one percent (1%) increase in the Index over and above the five percent (5%) will provide a Cost of Living Allowance of ten cent (\$.10) per hour for all hours worked and \$.25 per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five percent (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released,

#### Cost of Living Allowance Fold-In

- (a) Effective October 1, 1988, the average of the hourly Cost of Living Allowance rates which were paid during each month up to and including September 1988 will be determined by calculating the sum of the rate during each such month and dividing this amount by twelve (12). Such average rate will be added to the regular hourly rate, An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.
- (b) Effective October 1, 1989, the average of the hourly Cost of Living Allowance rates which were paid during each month up to and including September 1989 will be determined by calculating the sum of the rates during each month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rates. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above,
- (c) Effective October 1, 1990, the average of the hourly Coat of Living Allowance rates which were paid during each month up to and including September 1990 will be determined by calculating the sum of the rates during each such month and dividing by twelve (12). Such average rata will then be added to the regular hourly rate, An identical calculation of average mileage Cost of

Living Allowance rate shall be made in the same manner and at the same time as set out above.

**Article 13**  
CREDIT UNION

- 33.1 (a) The Company agrees in principle to the deduction of monies to be submitted to a duly chartered Credit Union; such deduction to be restricted to one (1) registered Credit Union.
- (b) If additional Credit Unions require payroll deductions, it will be requisite of the Company and the Union to mutually agree to such deductions.

**Article 34**  
OPERATIONAL PRACTICES

- 34.1 No operational practice will be changed or altered until a meeting has been held between the Company and the Union and all such changes are mutually agreed to and reduced to writing.

Drivers shall be paid a premium of \$.005 per mile when operating double hookup equipment up to and including sixty-five (65) feet and \$.02 per mile premium for operating double hookup equipment: over sixty-five (65) feet, Drivers shall be paid a premium of \$.02 per mile when operating triple hookup equipment, This does not include the coupling of forty-five (45) foot trailers to establish double and/or triple hookup combinations,

**Article 35**  
WAGE RATES (Hourly and Mileage)

- 35.1 Attached hereto and forming an integral part of this Agreement is Schedule "A" outlining hourly and mileage wage rates.

**Article 36**  
RULES AND REGULATIONS

- 36.1 Attached hereto and forming an integral part of this Agreement is Schedule "B" setting forth Rules and



Regulations governing employees covered by the terms of this Agreement.

Article 37  
INTERNATIONAL TRAFFIC

- 37.1 Attached hereto and forming an integral part of this Agreement is Schedule "C" setting forth the conditions pertaining to International Traffic.

Article 38  
BROKERS

- 38.1 It is understood and agreed that the Company shall at no time institute a "Broker" operation nor will "Brokers" at any time be used in the City or Highway operations.

Article 39  
TERMINATIONS

- 39.1 THIS AGREEMENT shall become effective on the 1st day of January, 1989 and shall continue in force and effect until the 30th day of September 1991 and from year to year thereafter unless within ninety (90) days of the date of expiration either party notifies the other of its intent to amend the Collective Agreement.
- 39.2 THIS AGREEMENT shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
- 39.3 THIS AGREEMENT shall continue in full force and effect until a new Agreement is reached and all applicable clauses shall be retroactive to the expiration date of September 30th in any year.

SCHEDULE "A" - WAGE RATES

Drivers on highway operations shall be paid mileage rates in accordance with the following schedule:

	Jan. 1/89	Oct. 1/89	Oct. 1/90
2,3,4 axle	33.14	34.54	35.94
5,6 axle	33.34	34.74	36.14
7,8 axle	33.54	34.94	36.34

- (a) It is agreed that the Union and the Company will jointly determine the terminal mileage charts to be used during the term of the Agreement.
- (b) When such charts are complete, a meeting between the Local Union involved and the Company will be held to formulate procedure to be followed in any area where a decrease in miles occur.
- (c) Mileage on trips to non-terminal points will be determined by the use of the current mileage table book as established by the M.T.I.R.B. and the participating Ontario Teamster Local Unions.

#### HOURLY WAGE RATES

	Jan, 1/89	Oct. 1/89	Oct. 1/90
Drivers & Checkers	<del>14.94</del>	<del>15.64</del>	<del>16.34</del>
Dockmen	14.79	15.49	16.19
Lead Hands	15.19	15.89	16.59

#### SHIFT PREMIUMS

All hours worked between 4:00 p.m. and 6:00 a.m. will be paid for at a premium rate of \$.10 per hour (\$.10 over regular rate).

For each hour driven on overtime at mileage rate, drivers will be paid at a rate in addition to their mileage earnings which shall constitute their overtime premium commencing:

January 1, 1989 - 7.96  
 October 1, 1989 - 8.31  
 October 1, 1990 - 8.66

#### SCHEDULE "B" - RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after one (1) year.

Nothing in these Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular grievance machinery. Existing Company Rules and Penalties shall not conflict with those contained herein, In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal By-Laws

shall be the responsibility of the drivers except those which are by their nature the responsibility of the Company.

Any employee requested to sign for the receipt of an incident report may be accompanied by a Steward,

All penalties and reprimands must be issued to the employee within seventy-two (72) hours, Saturdays, Sundays, and General Holidays excluded, save and except in the case of an accident as provided below from the time the infraction became known (tachograph card to be lime stamped) with a copy to the Local Union, otherwise, the penalty or reprimand will be considered null and void.

All penalties will commence on the employees first scheduled shift in the week following the issuance of the penalty and will be twenty-four (24) consecutive hours for each penalty day.

1. PASSENGERS

- (a) No driver shall be permitted to allow anyone except employees of the Company, who are on duty or other transport drivers broken down on the highway, to ride in his truck except by written authorization of the Employer.

2. ACCIDENTS

- (a) Accidents for which the employee is at fault or for which his action or lack of action is a contributory factor will result in disciplinary action which may range from REPRIMAND to DISMISSAL according to the seriousness of the accident, the degree of negligence or carelessness, and/or frequency of accidents. However, the driver will be absolved of blame if the accident is proven to be caused by mechanical failure and the Company will then be responsible for wages and expenses if the driver involved is required to appear in Court relating to the accident.
- (b) The investigation of an accident shall not exceed thirty (30) days provided the Company has notified the employee and the Union within seventy-two (72) hours from the time the infraction became known.
- (c) Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the employee being subject to DISMISSAL.
- (d) Employees involved in accidents will be notified by the Company whether the accident was chargeable or a non-chargeable accident within thirty (30)

days after the last day of the month in which the incident occurred.

### 3. EQUIPMENT

(a) Tampering with tachographs, governor, or other devices :

1st Offense	1 week off
2nd Offense	Subject to DISMISSAL

(b) Failure to ensure that power equipment is properly serviced for gasoline, oil, and water and that all tire pressures are checked before leaving the terminal where required by the Company:

1st Offense	Reprimand
2nd Offense	1 day off
3rd Offense	3 days Off
Subasquent Offenses	Subject to DISMISSAL

(c) Failure to properly Carp cargo and equipment:

1st Offense	Reprimand
2nd Offense	1 day off
3rd Offense	3 days off
Subsequent Offenses	Subject to DISMISSAL

(d) Failure to report mechanical defects in equipment, if known:

1st Offense	1 day off
2nd Offense	3 days off
Subsequent Offenses	Subject to DISMISSAL

(e) Unauthorized use of Company motor vehicles:

1st Offense	Reprimand to 3 days off
2nd Offense	Subject to DISMISSAL

(f) Failure to ensure that units are properly hooked up and locking devices engages and trailer support fully raised:

1st Offense	3 day off
2nd Offensa	3 days off
3rd Offense	1 week off
Subsequent Offenses	Additional time off to DISMISSAL

4. CONDUCT AND BEHAVIOUR

(a) Consuming intoxicants or illegal stimulants while on duty or on the Company property:

1st Offense Subject to DISMISSAL

(b) Reporting for duty while under the influence of an intoxicant or an illegal stimulant:

1st Offense Reprimand to 1 week off  
2nd Offense Subject to DISMISSAL

(c) Theft of willful damage:

1st Offense Subject to DISMISSAL

(d) Failure to obey instructions of authorized personnel (names of persons in authority will be posted):

1st Offense Reprimand  
2nd Offense 1 day off  
3rd Offense 3 days off  
4th Offense Subject to DISMISSAL

(e) Deliberate disobedience of orders of authorized personnel:

1st Offense Subject to DISMISSAL

(f) An employee will not be discharged due to loss of his driver's license. The Union and the Company will meet to discuss movement to alternate work but no other employees will be laid-off due to such move and the moving employee shall be placed at the bottom of the departmental seniority list for work preference and layoff. If the employee regains his license prior to job bid time, he will revert to his former position:

(g) Discourtesy to a customer (subject to investigation);

1st Offense Reprimand  
2nd Offense 1 week off  
3rd Offense Subject to DISMISSAL

(h) Failure to load and unload properly or mishandling freight:

1st Offense Reprimand  
2nd Offense 3 days off  
3rd Offense Subject to DISMISSAL



4th Offense

Subject to DISMISSAL

## SCHEDULE "C" - INTERNATIONAL TRAFFIC

The Company agrees that when an employee is required to cross any International Boundary within the geographical jurisdiction of the Local Union (s) party to this Agreement, such employee will receive a minimum of eight (8) hours' pay at the U.S. rate or the Canadian rate, whichever is greater. All time worked in the U.S. after the eighth (8th) hour will be paid at one and one-half (1 1/2) times the greater of the U. S. or Canadian rate. In the case of Highway drivers utilised in operations across the International Boundary, the eight (8) hour guarantee will be in addition to mileage earnings.

The Company will guarantee that the present ratio of work performed by Canadian drivers and U. S. drivers will be maintained and the same ratio will be applied with the increase or decrease of the volume of freight moving between the U. S. and Canada. At no time will this mean the elimination of the work force on either side of the International Boundary as long as the Company operates between Canada and the U.S.

The foregoing conditions apply on to international operations where Canadian drivers do not go beyond the U. S. Customs compound and American drivers do not go beyond the Canadian Customs compound.

Companies wishing to operate Canadian drivers beyond the U.S. Customs compound and/or Americans beyond the Canadian Customs compound, can only do so by mutual agreement in writing between the Local Unions having geographical jurisdiction at the Port of Entry where such operations to be implemented and the Local Union or Unions into which such drivers run.

The Company and the Local Union or Unions may institute additional Rules and Regulations that are mutually agreed to. These Rules must not be inconsistent with those as set forth in Appendix "B" and must be reduced to writing.

The signed Agreement between Teamsters Locals 299 and 880 and individual companies relating to the Windsor-Detroit Border operations will form part of this Agreement.

The established practices between Teamsters Local 339, 880, and individual companies relating to Sarnia-Port Huron Border operations will form part of this Agreement.

Employees required to go beyond the U.S. Customs compound at the Niagara River will be governed by previously established practices and/or the provisions of the present agreements between

Local Unions 375 and 879 and those Companies presently operating under the terms of this Agreement.

Such Agreements may be re-negotiated at the request of any of the three (3) parties concerned provided it is mutually agreed. Additional rules mutually agreed upon between the Company and Local 880 will become part of this Schedule "C".

#### SCHEDULE "D" - CASUAL HELP

Casual help shall be defined as a person (a) employed by the Company to fill the vacancy created by a city employee (s) who is absent from work for any reason or to supplement the work force and shall perform the normal duties of a city employes,

No casual will be allowed to commence work in the city ahead of any available city driver who has a regular starting time of 10:00 a.m. or prior unless such city driver has been given the opportunity to commence work at the same time as the casual.

The Company will deduct from all casuals from their first pay, and each month thereafter, an amount equal to the Union monthly dues and such monies shall be forwarded to the appropriate Local Union as outlined and the Company shall indicate "Casual" on the checkoff form.

In the event the Company utilises casuals employed by outside agencies, the Company shall remit an amount equal to the Union monthly dues with respect to all such persons and all of the conditions in this clause will apply.

The terms of Schedule "D" may be varied by written mutual agreement between the Company and the Union.

Casual employees will receive \$1.50 per hour less than regular employees but are not otherwise covered by the terms of this Agreement,

A casual employes shall be considered an employee working twenty-four (24) hours or lees per week. When a casual employee's work exceeds twenty-four (24) hours per week, Monday through Friday, he shall, commencing with the week he exceeded the twenty-four (24) hour limitation, be considered a probationary employee and all conditions of this Agreement shall then apply, Regular employees who are laid off shall be given the first opportunity for casual work and the daily guarantee shall apply.

In the event the Company fails to comply with these requirements, the city driver referred to herein will be entitled to payment for the time between the commencement of his shift and that of the casual in addition to his regular shift.



If the Company is notified by 12:00 noon on Thursday in any calendar week that a city driver will be absent from work for any reason on a prolonged absence (for a future period of 30 consecutive working days or more) and if the Company decides that the vacancy created by such absent city driver must be filled, then the following shall apply:

- (a) the Company may utilize a casual to replace such absent city driver to a maximum of ten (10) consecutive working days following the date of notification.
- (b) regular qualified employees of the Company will be given the first opportunity as of the first weekend to fill the vacancy or any subsequent vacancies created by such absent city driver,

Casuals may be used to fill the vacancy (ies) created by regular city drivers who are on vacation providing qualified regular employees are given the first opportunity to fill the vacancy (ies) in accordance with seniority.

If, as a result of a casual working in excess of eight (8) hours in any one (1) day, a regular city who was on duty and in position to perform the work is deprived of an overtime dispatch, then the Company will, upon receipt of a grievance, pay to the senior such driver who files such grievance, who was available to accept such overtime dispatch, an amount equal to the overtime pay for the hours worked by the casual in excess of eight (8) hours on such dispatch less the overtime hours worked by such driver.

Where casuals are required, the Local Union will be contacted and given the opportunity to supply qualified persons.

All casuals shall be required to punch a time card. Casuals' time cards will be made available upon request from the Steward and/or Business Representative of the Local Union.

#### SCHEDULE "E" - AUTOMOTIVE DIVISION

This Schedule of the Agreement shall be applicable only to the Automotive Division of the Company,

#### WORK RULES

1. The Automotive Division shall consist of a Highway Department which shall include shunt operations, to be bid separately.
2. Initial openings will be posted subject to Articles 21.9 and 21.10.

3. Employees presently on lay-off will be offered employment before new employees are hired.
4. All employees will participate in the annual job bid as outlined in Article 21.4.
5. Employees must be off work for a minimum of three (3) consecutive days before bumping between divisions.
6. During the annual job bid pursuant Co Article 21.4, Automotive Division employees may bid for positions in either the Automotive or L.T.L. Divisions in accordance with their seniority, to the diviaion, and the department of their choice. For the twelve (12) month period following the bid, all laid-off employees at each domicile will be placed on the list and additional job postings pursuant to Article 21.9 of the Agreement shall be available to all employees at the domiciles regardless of division,

The Company may have Automotive Division Highway drivers pick up freight at the point of origin and deliver the freight at the consignee's location.

Although the Company will be allowed to operate the Automotive Division on a portal to portal basis as set above, those driver8 who bid the City Department jobs in the Automotive Division for the 1989 job bid will not be forced to perform highway work. The foregoing only applies to the individuals, not the positions and is not a guarantee of positions. Employees in the City Department will be subject to the layoff provisions of the Collective Agreement,

The above portal to portal operation relates only to Canadian Automotive Operations.

#### SCHEDULE "F" - L.T.L. DIVISION8

This Schedule of the Agreement shall be applicable only to the L.T.L. Division of the Company

1. The L.T.L. Division shall consist of a Highway Department and a City Department.
2. Initial openings will be posted subject to Article 21.9 and 21.10.
3. Employees presently on layoff will be offered employment before new employees are hired.
4. All employees will participate in the annual job bid as outlined in Article 21.4.

5. Employees must be off work for a minimum of three (3) consecutive days before bumping between divisions.
6. During the annual job bid pursuant to Article 21.4, L.T.L. Division employees may bid for positions in either the L.T.L. or Automotive Divisions in accordance with their seniority, to the division, and department of their choice. For the twelve (12) month period following the bid, all laid off employees at each domicile will be placed on the list and additional job postings pursuant to Article 21.9 of the Agreement shall be available to all employees at the domicile regardless of division.

FOR THE UNIONS:

\_\_\_\_\_  
Teamsters Union Local 141

\_\_\_\_\_  
Teamsters Union Local 879

\_\_\_\_\_  
Teamsters Union Local 880

\_\_\_\_\_  
Teamsters Union Local 938

FOR THE COMPANY"

\_\_\_\_\_  
Leo Suggs

\_\_\_\_\_  
Kermit Soarborough

\_\_\_\_\_  
Edward Ammon

\_\_\_\_\_  
William Martin, Jr.

WAGE CARD FOR AGREEMENT NO. 0340103

JURISDICTION

FED	x	AGREEM. EFFEC. DATE:	890101	SETTLEMENT DATE:	890406
PROV		AGREEM. EXP. DATE:	910930	WAGE EFFECTIVE DATE:	070101
PSSRN		NU. OF EMPLOYEES:	300	WAGE REOPENER DATE:	
				STAGE OF SETTLEMENT:	00
				DUR. OF NEGOTIATION:	6

SIC: 507  
 COMPANY: Yellow Freight Systems, Incorporated of Ontario  
 UNION: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and  
 Helpers of America  
 LOCATION: Windsor, Ont.

COLA: NONE DELETED EXISTS X INACTIVE

COMMENTS:

>  
>  
>

OCCUP.: Driver

HOURS WORKED: 40.00

PREV. NEG. BASE RATE: 14.240 + COLA FOLD-IN AMT: ( 0.000 ) = 14.240

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
890101	14.240	4.72	891001	15.640	4.67	901001	16.340	4.48

WAGE INCREASES:

> 890101 ATE \$0.70/HR. 891001 ATE \$0.70/HR. 901001 ATE \$0.70/HR.

> MILEAGE RATES ADJUSTED BY 1.40 CENTS/MILE.

LUMP SUM PMNTS: >

CHNGS. IN INCR.: >

SPEC. ADJ.: >

OTHER:

>

\*\*\* PREVIOUS COLA INFORMATION \*\*\*

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y OR N)  
 DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

\*\*\* CURRENT COLA INFORMATION \*\*\*

CPI TYPE: > CAN71 (# OF CALC.: 03 COMP. FB.: 12)

COLA TYPE:

> CENTON%

>

TRIGGER: > 5%

CAP: > NII

COMP. PER.:

> 071001 08PT08\08PT07 901001 - 08PT09\08PT90 911001 - 08PT90\08PT91

>

FOLD-IN DIS: > OCT89, 08190, 08191, 91

OTHER:

> 10 CENTS PER HOUR PER 1 PER CENT INCREASE IN THE CPI AND

> 25 CENTS PER MILE DRIVEN

>

WAGE CARD FOR AGREEMENT NO. 0340403

JURISDICTION

ED X  
PROV  
SSRA

AGREEM. EFFEC. DATE: 890101  
AGREEM. EXP. DATE: 910930  
NO. OF EMPLOYEES: 300

SETTLEMENT DATE: 890406  
WAGE EFFECTIVE DATE: 890101  
WAGE REOPENER DATE:

STAGE OF SETTLEMENT: CO  
DUR. OF NEGOTIATION: 6

BIC: 507

COMPANY: Yellow Freight Systems Inc.

UNION: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

LOCATION: Windsor, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

OCCUP.: Driver

HOURS WORKED: 40.00

PREV. NEG. BASE RATE: 14.240 + COLA FOLD-IN AMT: ( 0.000 ) = 14.240

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
-> 890101	14.940	4.92	891001	15.640	4.48	901001	16.340	4.48
->								
->								

AGE INCREASES:

890101 ATB \$0.70/HR. 891001 ATB \$0.70/HR. 901001 ATB \$0.70/HR.

MILAGE RATES ADJUSTED BY 1.40 CENTS/MILE.

LUMP SUM PAMNTS: >

HNGS. IN INCR.: >

PEC. ADJ.: >

OTHER:

*Added*

\*\*\* PREVIOUS COLA INFORMATION \*\*\*

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)  
DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

\*\*\* CURRENT COLA INFORMATION \*\*\*

PI TYPE: > CANT1 < # OF CALC.: COMP. FO.: YZ  
COLA TYPE:

1%

RIGGER: > 5

AP: > 10

OMP. PER.:

*61*

OLD-IN DTS: > Above Dates

OTHER:

*10¢ per 1% increase in CPI  
+ \$25¢ per mile driven*