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COLLECTIVE AGREEMENT

Between

**YELLOW FREIGHT SYSTEM
INCORPORATED OF ONTARIO**

- and -

TEAMSTERS UNION LOCALS

91, 141, 879, 880 & 938

(affiliated with the International Brotherhood of Teamsters)

EXPIRY DATE: JANUARY 31st, 2000

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SCHEDULE "A" - Wage Rates

SCHEDULE "B" - Rules & Regulations

SCHEDULE "C" - International Traffic

SCHEDULE "D" - Casual Help

SCHEDULE "E" - L.T.L. Division

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ARTICLE 1 - RECOGNITION

Section 1.1(a)

The **Company** recognizes the Union as the exclusive bargaining agent for all its "employees" **within** the jurisdiction of the Teamsters **Union Local 141, 879, 880, 91 and 938.**

Section 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.

Section 1.3 - Effective Date

It is further agreed that the effective date of **this** Collective Agreement shall be October **1, 1997** to January **31st**, 2000.

Section 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 co-operation 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 goodwill and **friendly** relations and better understanding between the parties.

ARTICLE 2 -UNION SECURITY

Section 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.

Section 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 pay day the Local Union's dues deductions are made, **an** amount to equal the Local Union's monthly dues for the duration of the Agreement, **as** their financial contribution to the Local Union.

Section 2.3

All employees shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Union's initiation fee in instalments of **twenty-five** dollars (\$25.00) 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.

Section 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 **this** 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 were deducted, not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The check-off list will include social insurance numbers and names designated by terminals, within the jurisdiction of each Local Union. In the case of an employee being on Workers' Compensation, the check-off list shall indicate that such employee is on Workers' Compensation.

Section 2.4(b)

The Union will notify the Company in writing of any arrears in dues, caused for any reason, or **any** arrears in initiation or reinitiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of the equivalent of one month's dues at the appropriate Local Union's rate.

Section 2.4(c)

The Union check-off 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 "reinitiation fees".

The Company shall, each month, add the name of each new employee hired on since the remittance of the previous check-off, 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 check-off sheet, for whom **a** remittance is not made, for any reason.

Section 2.4(d)

The Union will supply the Company with Initiation Deduction Authorization forms, Application for the Union Membership forms, and Health & Welfare Enrolment 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 forms and Health & Welfare forms are returned **to** the Union.

Section 2.4(e)

The deduction of Union dues shall be made **from** every employee including, but not limited **to**, probationary employees.

Section 2.4(f)

The check-off and cheque for the Union dues deduction must be in the office of the Local Union not later than the tenth (10th) day of the month following the month following the **first** month in which the monies were deducted.

Section 2.4(g)

The Company shall show the yearly Union monthly dues deductions on employees' T4 slips.

ARTICLE 3 - MANAGEMENT FUNCTIONS

Section 3.1

The Union recognizes that the Company **has** the right to manage the business, to exercise all of 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.

Section 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 - UIO

Section 4.1

No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.

Section 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.

Section 4.3

It is agreed that the Rules & Regulations as continued hereto, will form an integral part of this Agreement in Schedule "A", and shall be applied.

ARTICLE 5 - STEWARDS

Section 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.

Section 5.2(a)

Wherever possible, grievances shall be processed during the normal working hours of the Steward. The 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.

Section 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 Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 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.

Section 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 a Representative of the Local Union and/or register a grievance commencing with Step 2 as outlined in Section 6.2 of **this** Agreement.

Section 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.

Section 5.4

The Company will notify the Union, by registered mail or facsimile, 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.

Section 5.5

For the purpose of layoff, job bids 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 seniority for the

purpose of vacation preference and extra highway trips as they apply to the City Department, 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.

Section 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 card will be made available immediately at the head office terminal during the office hours of the Company **and** at other terminals within seven (7) working days.

ARTICLE 6 - GRIEVANCEPROCEDURE

Section 6.1

A grievance shall consist of a dispute concerning **interpretation** and application of any clause in **this** Agreement, alleged violation of the Agreement, and **alleged** abuses of discretion by supervision 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** question 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 grievor shall be accompanied **by** the **Union Steward** **and**, if deemed necessary by the **Union**, he shall also be accompanied by a Business Representative **of** the Union.

Section 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 the alleged violation became **known to** the griever, but **in** no case more than thirty (30) days. The seven **(7)** days and thirty **(30)** 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.

Section 6.2 (b)

Failing settlement of 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 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**.

Section 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 Board as **outlined below**.

Section 6.2 (d)

If the time **locks** are waived **by** mutual agreement, grievance meetings shall be held no longer **than** three (3) **months** apart.

Section 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 **as** outlined in Section 6.2 (c).

Section 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 Section 6.2 (b) of the Grievance Procedure.

Section 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 Section 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;
- (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 the Ontario Provincial Grievance Panel established for this purpose by the Company and by the Local Unions. The Ontario Provincial Grievance Panel will render a decision unless it is deadlocked which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. The Ontario Provincial Grievance Panel shall be comprised of **four (4)** persons, two (2) of whom shall **be** selected from Management and two **(2)** **from** the Local Unions; in the event four **(4)** persons are 'not available, the **Ontario** Provincial Grievance Panel 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 Ontario Provincial Grievance Panel as required.

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

It is further agreed that in the event that the Ontario Provincial Grievance Panel is unable to render a majority decision, the grieving party must, within fourteen **(14)** calendar days of the date the Ontario Provincial Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to arbitration **as** outlined in Section 6.5 **(e)**.

Section 6.5 (e)

A notice of intent to arbitrate under the foregoing provision 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 nominee. 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 involved.

Section 6.11

Any employee covered by this 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.

Section 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 concert with the provisions of the Agreement.

7 - STRIKES, LOCKOUTS, & PICKET LINES

Section 7.1

During the term of **this** Agreement, there shall be no lockout by the Company or any strike, sit-down, work stoppage, or suspension of work either complete or partial for any reason by the employees.

Section 7.2

The Company acknowledges the right of the employees to recognize **and** refuse to cross a picket line.

Section 7.3

The **Union** recognizes the right of the Company to protect its business and the property of its customers.

Section 7.4

Each party recognizing the right of others in **this** regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests **of** the Company, its employees, or the Union.

Section 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

Section 8.1

Seniority shall be terminal wide and include all persons working at the terminal **and** on the terminal payroll except as outlined 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.

Section 8.2

The purpose of seniority is to provide a policy governing work preference, layoff and recall:

- (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 **an** employee shall be considered as **two (2)** consecutive days of no work within **his** department, at which time the employee will be notified if there are junior men working in any other departments. ~~He~~ may **then** exercise **his** seniority to bump the most junior man in the department of his choice **and** work on that **shift** to the end of that work week. He may then exercise **his** seniority **as to shift and** starting time in that department at the commencement of the following week. After seven **(7)** days, an employee must exercise **his** seniority.
- (d) 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.
- (e) **an** employee who is forced to move under the preceding 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.

Section 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.

Section 8.4

Employees shall be considered as probationary until placed on the seniority list. Once an employee has exceeded eight **(8)** hours in 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 purposes 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.

Section 8.5

Employees promoted to supervisory positions or positions not subject to **this** Agreement will retain their seniority after promotion for one hundred and eighty **(180)** days.

If demoted for **any** reason or if they voluntarily request re-instatement 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 an employee during the term of **this** Agreement.

Section 8.6

An employee's employment shall be terminated for any of the following reasons:

- (a) if an employee voluntarily quits;
- (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** ten **(10)** 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) months or if **an** employee requests statutory termination benefits after thirteen (13) weeks of layoff.

Section 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.

Section 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.

Section 8.9

- (a) When new domicile points are established for Highway drivers, such openings will be posted for bid subject to Section 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.

Section 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 **fulfil his** elected duties.

Section 8.11

When **an** employee retires, it **is** understood the employee must give two **(2)** weeks' notice prior to retiring.

ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) OR OPERATIONS"

Section 9.1

In the event of **the** 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.

Section 9.2

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:

- (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 Section 6.2.

Section 9.3

Personnel moving under the conditions in 9.1 or 9.2 will retain their seniority **at** the terminal moved 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.

Section 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.

Section 9.5

Persons moving under the conditions of 9.1 or 9.2 will dovetail their seniority dates with those persons already employed at the terminal to which **they** moved.

Section 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

Section 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.

Section 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.

Section 10.3

In the event 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

Section 11.1

The Company agrees to grant to all present employees who are on leave of absence **and** all **future** employees of the Company an 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.

LE 12 - EQUIPMEN

Section 12.1

- (a) It is to the mutual advantage of both the Company and the employees, that employees should not operate vehicles which **are** not in **safe** operating condition **and** not equipped with safety appliances required by law.

- (b) It shall be the duty of 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 a violation of this Agreement where employees **refuse** to operate such equipment unless such refusal is justified.
- (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.

Section 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.

Section 12.3

It **is** agreed between the **Union** and the Company **having** regard for safety and driver's 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.

Section 12.4

The Company will keep speedometers in proper working order and reasonably accurate.

Section 12.5

It is agreed that a bad order book will be placed in every tractor allowing one (1) copy of bad order **form** 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 repair 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 shall 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.

Section 12.6

The Company shall not compel any driver to operate a vehicle in excess of the legal load limits.

Section 12.7

All power equipment and vehicle combinations shall have adequate braking systems.

Section 12.8

An air ride seat will be installed in all new Highway power equipment.

Section 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;
- (g) full frame step plates.

Section 12.10

Tractors purchased after October 1, 1994 will not be required to have hand control valves.

ARTICLE 13 - MEDICAL EXAMINATIONS

Section 13.1

Any medical examination required by the Company and/or Federal legislation, U.S. legislation or any medical examination required by Provincial legislation for the purpose of maintaining a driver's licence shall be promptly complied with by all employees, provided however that the Company 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 think an injustice has been done **an** employee, have said employee re-examined at the Union's expense.

Section 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 twelve dollars **and** fifty cents **(\$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) day's 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;

(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' licences. In the event that a driver loses his driver's licence 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 entitled him to. The application of this provision will be on an individual basis and decisions will not establish a precedent.

ARTICLE 14 - UNIFORMS

Section 14.1

The Employer 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 employee 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,

Section 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

Section 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 OF EQUIPMENT AND CATEGORIES OF WORK

Section 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 the failure to reach such an agreement and the rates as determined shall be applied from the first day the equipment or categories of work were put into use or effect.

Section 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 - GRIEVANCE BOARDS

Section 17.1

The Company agrees to permit the posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and posted for that purpose if they are authorized and signed by an Officer of the Local Union.

ARTICLE 18 - LOSS AND DAMAGE TO CARGO OR EQUIPMENT

Section 18.1

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

ARTICLE 19 - AL HOLIDAYS

Section 19.1

The following General Holidays will be observed:

Thanksgiving Day	Monday, October 13, 1997
Day Before Christmas	Wednesday, December 24, 1997
Christmas Day	Thursday, December 25, 1997
Boxing Day	Friday, December 26, 1997
New Year's Eve	Wednesday, December 31, 1997
New Year's Day	Thursday, January 1, 1998
Good Friday	Friday, April 10, 1998
Victoria Day	Monday, May 25, 1998
Canada Day	Wednesday, July 1, 1998
Civic Holiday	Monday, August 3, 1998
Labour Day	Monday, September 7, 1998
Thanksgiving Day	Monday, October 12, 1998
Day Before Christmas	Thursday, December 24, 1998
Christmas Day	Friday, December 25, 1998
Boxing Day	Saturday, December 26, 1998
New Year's Eve	Friday, December 31, 1998
New Year's Day	Saturday, January 1, 1999
Good Friday	Friday, April 2, 1999
Victoria Day	Monday, May 24, 1999
Canada Day	Thursday, July 1, 1999
Civic Holiday	Monday, August 2, 1999
Labour Day	Monday, September 6, 1999
Thanksgiving Day	Monday, October 11, 1999
Day Before Christmas	Friday, December 24, 1999
Christmas Day	Saturday, December 25, 1999
Boxing Day	Sunday, December 26, 1999
New Year's Eve	Friday, December 31, 1999
New Year's Day	Saturday, January 1, 2000

Section 19.2

When one of the observed General Holidays falls on a Saturday or Sunday, the day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined below.

Section 19.3

All hourly rated employees shall be paid eight (8) hours 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 the regular 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 (30) 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.

Section 19.4

General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid ~~the~~ and one-half (1½) 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.

Section 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 (1½) 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 (1½) 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 (1½) 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 whose work week starts on Sunday night.
- (d) All employees who have worked fifty percent (**50%**) 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.

Section 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.

Section 19.7

Dispatches must be arranged **so** the highway driver 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 Holiday.

Section 19.8

In the contract year commencing October 1994, and in each of the following contract years, each regular employee will be entitled to one (1) floating holiday in each such contract year paid in accordance with Section 19.3. In each such contract year, such floating holiday shall be scheduled on a day that is mutually agreed upon between the Company and the employee. This floating holiday replaces the day after Boxing Day.

ARTICLE 20 W ITH PAY

Section 20.1 - Vacation Pay For Employees With Less Than One (1) Years' 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.

Section 20.2 - Vacation For Employees With One (1) Year ~~OE~~ Employment

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

Section 20.3 - Vacation For Employees With Five (5) Years Of Employment

- 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 fifth (5th) anniversary date of employment.

Section 20.4 - Vacation For Employees With Ten (10) Years Of Employment

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.

Section 20.5 - Vacation For Employees With Eighteen (18) Years Of Employment

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 (5th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

- (a) Employees who have completed twenty-five (25) 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 (25th) 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.

Section 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.

Section 20.7 - Vacation Pay For Employees Terminating Employment

Employees who **have** qualified for two (2), three (3), four (4), five (5) or **six** (6) weeks vacation and who sever or have severed their employment after they have become qualified for two (2), three (3), four (4), five (5) or six (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.

Section 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.

Section 20.9 - Vacation Periods And Qualifications

The choice of vacation period 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**.
- (c) Vacation pay and General Holiday pay will **be** considered **as** earnings.
- (d) Employees while on vacation **cannot** be called in to work.

Section 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

Section 21.1

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

- (i) the skill **and** experience 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

Section 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**.

The **Company must** establish **regular shifts** for all employees which shall not be changed without **twenty-four (24) hours'** posted notice. However, if **an** employee is required to report before his **regular starting time**, he will be advised prior to the **completion of his** previous shift. All hours worked by an employee prior to his **regular starting** time will be paid for at the rate of time **and one-half (1½) the** regular rate of pay.

- (b) Senior personnel shall **have** the preference of 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 (1½) **the** regular rate of pay.
 - (ii) All work performed on **Sunday** will be **paid** at the rate **of time and one-half (1½)**.
 - (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.

Section 21.3 - Hours Of Work

- (a) Employees covered by **this** Agreement called in for work shall be guaranteed not less **than** eight **(8)** hours **pay**. On **Saturday/Sunday** the guarantee shall be four **(4)** hours at time **and one half (1½)** the regular rate.

- (b) Overtime rates at time and one-half (1½) 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.
- (c) 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.
- (d) 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.
- (e) 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~~.
- (f) 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.
- (g) 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.

- (h) (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 Section 21.3(a) shall be paid for at time **and one-half** (1½) of 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 (1½) the employee's regular rate of pay.
- (iii) On 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 Section 21.3(a).

Section 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** concerned 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 licence 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 licence. In the interim, such employee **will** not be entitled to enjoy his seniority in **any** other department.

Section 21.5

Employees will **only** be transferred if the required qualifications **are** approved by the Company.

Section 21.6

An employee bumped **out** of **a** department **as** the result of **a** bid will move to whatever department **his** **seniority** and qualifications entitled him to.

Section 21.7

Personnel transferring under the above conditions shall assume positions according to and maintaining their terminal seniority.

Section 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.

Section 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,

Section 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)

Section 22.1

Highway Bid Run Drivers: **A** Highway driver operating on a bid run.

Regular Highway Drivers: A driver who bid **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.

Section 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 by **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 him to go back on his bid run.

Section 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.

Section 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.

Section 22.5

Loads will not be held for the purpose of depriving a Highway driver of his seniority.

Section 22.6

The Company shall assign drivers to Highway trips in accordance with the following conditions:

- (a) seniority of the employees 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 operation 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 and advised, he shall be paid for all time held at the regular rates 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%) **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%) 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 1800 hours Sunday will be paid for at the rate of time and one-half (1%) the regular rate if driver is dispatched after 6:00 p.m. **Saturday**.
T i e 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 Section 19.1. All **time** paid for employees called in on General Holidays shall be paid at one **and** one-half (1½) 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 enroute 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.

Section 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 (**6th**) 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 responsibility to return the man to his home terminal.

Section 22.8

Highway drivers shall not be compelled to work on any Company dock except **those** drivers on way-freight operations where the mileage is not in excess of three hundred (300) miles.

Section 22.9

In order to prevent intermingling of Highway operations with the **City** pick-up 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.

Section 22.10

- (a) **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**.

Section 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.

Section 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.

Section 22.13

Home **terminal** drivers shall be given preference on **turn-around** runs **over** foreign **terminal** drivers on layover.

Section 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.

Section 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.

Section 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,

Section 22.17

At intermediate points where a Highway driver **is** required **to** switch equipment or break trailer trains, he shall be paid one-quarter ($\frac{1}{4}$) hour at **his** hourly rate for each individual drop **and** each individual pick-up of equipment. Equipment shall **mean** and include trailers, payloaders, **and** dollies **and** each shall **be** considered as individual drops or pick-ups.

Section 22.18

Where **a** highway driver cannot hook-up **a** trailer train combination alone, the **Company** will provide **him** with **the** necessary help.

Section 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 driver's 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 breakdown 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) **Payment of Snow and/or Ice Delay**

hi any one (1) tour 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,

In **any** one (1) **tour** 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).

Section 22.20

When a Highway driver is required to find **his own** sleeping accommodations, **the** Company agrees to pay all bona fide room receipts.

Section 22.21

The Company agrees to provide clean and **sanitary** sleeping accommodations.

Section 22.22

When new sleeping accommodations are built, such premises shall be adequately air-conditioned

Section 22.23

Grievances concerning all sleeping accommodations shall be promptly investigated by the Local Union in that area and recommendation by mutual agreement shall be promptly complied with.

Section 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 ($\frac{1}{2}$) mile **from the** Company terminal. Transportation will be supplied under one-half ($\frac{1}{2}$) mile in inclement weather.

Section 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 ($\frac{1}{2}$) 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.

Section 22.26

Drivers who are required to layover and sleep away from home will receive a total of thirteen dollars and fifty cents (**\$13.50**) per sleep meal allowance.

Section 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.

Section 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.

Section 22.29 - Foreign Terminal Dispatch

- (a) Highway drivers required to layover **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.
- (c) 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.

Section 22.31)

On Sundays 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 thirteen dollars and fifty cents **(\$13.50)** for each **day** held.

Section 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.

Section 22.32

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

Section 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.

Section 22.34 - Special Rules For 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(s) ~~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

Section 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 posted **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 the 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 the 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.
- (c) **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

Section 24.1

It is agreed that ~~the~~ present pay periods as established by ~~the~~ Company shall be maintained. The Company will endeavour to ~~issue~~ pay cheques the day prior 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, Shortages in excess of fifteen dollars (\$15.00) will be paid immediately.

Section 24.2

The Company agrees pay day will be Friday.

ARTICLE 25 - PART-TIME EMPLOYEES

Section 25.1

Part-time employees will receive One Dollar (\$1.00) per hour and two cents (.2¢) a mile less **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 week 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.

Section 25.2

The Company will pay **to** the Local Union in the same amount as paid by **regular** employees, **Union** dues for all par-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.

Section 25.3

Hours worked **by** part-time employees on Saturday and/or Sunday will not enable them **to** become probationary employees.

Section 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.

Section 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

Section 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 provision of **this** Agreement shall apply. They shall not interfere with the seniority rights of **fulltime** employees.

ARTICLE 27 - GENERAL

Section 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.

Section 27.2

Any Company **who** employs in its service five **(5)** or more people shall have a time clock.

Section 27.3

Personnel **shall** be allowed time off to vote in Federal, Provincial, or Municipal Elections in accordance with the appropriate statute.

Section 27.4

All employees **must** be given dated receipts for all monies **turned in to the Company.**

Section 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 requirements.
- (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.

Section 27.6 - Bereavement Pay

In the event of a death in the immediate family (i.e., father, mother, sister, brother, wife, husband, child, grandparent, in-law, step-parent, stepchildren, grandchildren), **an** employee shall be given the necessary time off **work** and will be paid **three** (3) days' pay provided that the period between the day of death and the funeral are working days.

If more time is required for **any** reason related to the bereavement, a **leave-of-absence** will be granted for a reasonable amount of time.

Section 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.

Section 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.

Section 27.9

The Company agrees to provide clean **and sanitary and** adequate appointments in respect to lunch rooms, washrooms **and** sleeping accommodations.

Section 27.10

The Company shall pay **the** prevailing rates to all employees compelled **to** attend Company meetings.

Section 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**.

Section 27.12

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.

Section 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.

Section 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 pay day,

Section 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.

Section 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.

Section 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.

Section 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.

Section 27.19

~~All~~ pick-up and delivery ~~trucks~~ will have steps and hand holds at the rear of the unit.

Section 27.20

The Company agrees to supply lockers for all ~~City~~ employees,

Section 27.21

All ~~Company~~ owned terminals shall have heating systems capable of ~~maintaining~~ a dock temperature of forty-five (45) degrees Fahrenheit with the doors closed under normal winter conditions.

Section 27.22

All power equipment, including equipment hauling containerized equipment, shall have sufficient ~~mud~~ flaps installed.

Section 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 the time required.

Section 27.24

~~An~~ employee will be entitled to three (3) sick ~~days~~ in each contract ~~year~~ providing he meets the following conditions.

He must not be absent except for Statutory Holidays, vacation, earned sick ~~day and any~~ excused day. (Excused day - permission ~~from the Company to~~ be absent). Sick ~~days may~~ be earned during ~~the~~ period below.

Commencing: October 1	December 31
January 1	April 30
May 1	September 30

Commencing October 1/95 and each contract year thereafter, an employee may earn one (1) sick day for each **four (4)** month period ending January 31, May 31 and September 30.

An employee may take **his** sick day in the period following the period that he earned it. If **an** employee elects not to use his **sick** days he will be paid by separate cheque for all unused sick days ~~for~~ which he qualified on November 30th of each contract year.

City **and** Dock employees **to be** paid eight **(8)** hours,

Highway employees to be paid ten (10) hours.

If **an** employee is absent for any reason **other than the** above, he will forfeit the day he would have earned during that period.

Section 27.25

Whenever employees are required by the Company **or** by any government agency to **wear** safety shoes or boots, **the Company** will **reimburse** the employee to a **maximum** of one hundred dollars (\$100.00) toward **the** purchase of one (1) pair of **shoes** or **boots** per year. Such safety shoes or **boots** shall be of a **type** and quality as approved by the Canada Standards Association (CSA) **and** must display the CSA label. Where employees furnish medical evidence of inability **to** wear the standard CSA safety shoes or boots, the Company agrees to contribute a **maximum** of one hundred dollars (\$100.00) per year toward **the** cost of special footwear.

ARTICLE 28 - HEALTH AND WELFARE

Section 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.

In the event that O.H.I.P. **is discontinued** by the Provincial Government, the **Company** agrees to continue **to** contribute **an**

amount equivalent to **the** O.H.I.P. premium **as at the** time of discontinuance to the appropriate Local Union **Health** and Welfare Plan, provided the Local Union **Health and Welfare Plan** is **required** to replace reasonably equivalent O.H.I.P. benefits.

Section 28.2

It is further agreed that the Company shall contribute two hundred and twenty-three dollars (**\$223.00**) per **month** for each eligible employee covered by **this** Agreement to **the** appropriate **Local Union Health & Welfare Plan**, without increase until January 31st, 2000.

Section 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 **any** time 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.

Section 28.4

The premiums shall be paid on or before **the** fifteenth (**15th**) 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 and 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.

Section 28.5

The above-mentioned penalty provisions will not apply where a Company fails to submit a premium or premiums because of a clerical omission or error.

ARTICLE 29 - PENSION CONTRIBUTIONS AND ADMINISTRATION

Section 29.1 - Contributions and Administration

On the first day of each month, the Company agrees to contribute to an employees' Pension Fund handled by Joint Trustees, an amount of three hundred and forty dollars (\$340.00) 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. There will be no increases to Pension Fund contributions prior to January 31st, 2000.

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

Section 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 obligation 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 later remittance, interest, and legal costs incurred.

Section 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.

Section 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.

Section 29.5

The Company agrees to contribute one dollar (\$1.00) per hour for each hour worked by casuals and part-time employees. This premium will be sent to the Local Union's Pension Trust Fund. All contributions should be received by the 30th of each month following the signing of this Collective Agreement.

The Company will forward to the Local Unions an accurate amount of total hours worked by casuals and part-time employees, along with the total premium. The Local Union has the right to audit this process on a monthly basis to ensure the accuracy of contributions.

ARTICLE 30 - PIGGYBACK

Section 30.1

It is agreed that piggyback 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 the City drivers, loads which are over-length, over-height, and overweight loads, which cannot be reduced to the legal load limit.

Section 30.2

Where loads to cover 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 EQUIPMEN

Section 31.1

No employees on the seniority list will suffer short hours, **lay-off**, 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-up **and** delivery work when the Company has appropriate **and** usable equipment available for such work.

Section 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,

Section 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

Cost-of-Living Allowance - freeze until January 31, 2000.

(The following is for reference only to be used upon reinstatement of the Cost-of-Living Allowance at which time dates will be amended to reflect change and reinstatement.)

Section 32.1 - Cost of Living

All regular employees **on** the seniority list shall **be** entitled to the Cost-of-Living Allowance 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 (1981 = 100) hereinafter referred to as the "Index". Continuance of **this** Cost-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 1994 unless otherwise mutually agreed upon by the parties.

If during **the** first 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 1994 **and** the Index figure for each month up to **and** including September 1995, **then an** additional one percent (1%) increase in the Index over **and** above five percent (5%) 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 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-Xu

Effective October 1, 1995, **the** average of the hourly Cost-of-Living Allowance rates which were paid during each month up to **and** including September 1996 will be determined by calculating the sum of **the** rate during each such month **and** dividing this 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.

ARTICLE 33 - CREDIT UNION

Section 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 a prerequisite of the **Company** and the Union **to mutually** agree to such deductions.

ARTICLE 34 - OPERATIONAL PRACTICE

Section 34.

No **practice** will be **changed** or **altered** until a **meeting** has been **held between** the Company and the Union **and all changes** **are mutually agreed to and set forth** to **writing**.

ARTICLE 35 - WAGE RATES (HOURLY AND MILEAGE)

Section 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

Section 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

Section 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

Section 38.1

It is understood and agreed that the Company shall at no time institute a "Broker" operation or will "Brokers" at **any** time be used in the **City** or Highway operations.

ARTICLE 39 - TERMINATION

Section 39.1 - Duration

This Agreement shall become effective on the 1st day of October 1, 1997 and shall continue in force and effect until the 31st day of January, 2000, 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.

Section 39.2

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

Section 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 expiry date of January 31st, in any year.

FOR THE COMPANY:

Edward L. Connor

FOR THE UNIONS:

[Signature]
Teamsters Union Local 91

Wayne Gibson
Teamsters Union Local 141

Ray Rock
Teamsters Union Local 879

John [Signature]
Teamsters Union Local 880

[Signature]
Teamsters Union Local 938

SCHEDULE "A"

WAGE RATES

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

	<u>Oct. 1/97</u>	<u>Oct. 1/98</u>	<u>Oct. 1/99</u>
2, 3, 4 axle	40.24	40.24	40.24
5, 6 axle	40.44	40.44	40.44
7, 8 axle	40.64	40.64	40.64

- (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

	<u>Oct 1/97</u>	<u>Oct 1/98</u>	<u>Oct 1/99</u>
Drivers & Checkers	\$18.49	\$18.49	\$18.49
Dockmen	17.69	17.99	18.34
Lead Hands	18.09	18.39	18.74

Shift Premiums

All hours worked between 4:00 p.m. and 6:00 a.m. will be paid for at a premium rate of ten cents (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:

October 1, 1997	-	\$ 9.73
October 1, 1998	-	\$ 9.73
October 1, 1999	-	\$ 9.73

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

The Company has the right to establish any four (4), ten (10) hour day bids if mutually agreed to by the Local Union involved, provided such bid is put in writing.

New Hire Rates

Effective October 1st, 1997, employees hired during the term of this Agreement shall be subject to the New Hire Rates as set forth herein:

- 70% of current applicable rate from date of hire until 6 months
- 80% of current rate from 7 months through 12 months
- 90% of current rate from 13 months through eighteen months
- 100% of contract rate thereafter

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** employee 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 **warnings** must be issued to the employee **within** seventy-two **(72) hours**, Saturday, Sunday 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 time stamped) **with** a copy **to** the Local Union, otherwise **the** penalty or warning will be considered null and void.

All penalties will commence on the employee's 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 warning to dismissal according **to the seriousness** of the accident, **the** degree of negligence or carelessness, **and 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 tachograph, governor or other safety devices:
 - 1st offence - 1 week off
 - 2nd offence - 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 offence - Reprimand
 - 2nd offence - 1 day off
 - 3rd offence - 3 days off
 - Subsequent offences - Subject to Dismissal

- (c) Failure to properly **tarp** cargo and equipment,
- 1st offence - Reprimand
 - 2nd offence - 1 day **off**
 - 3rd **offence** - 3 days off
 - Subsequent offences - Subject to Dismissal
- (d) Failure **to** report mechanical defects in equipment, if **known**.
- 1st offence - 1 day off
 - 2nd offence - 3 days off
 - Subsequent offences - Subject to Dismissal
- (e) Unauthorized use of Company motor vehicles.
- 1st** offence - Reprimand to **3 days** off
 - 2nd** offence - Subject **to** Dismissal
- (f) Failure to ensure that units are properly **hooked up and** locking devices engaged **and** trailer support fully raised.
- 1st** offence - 1 day off
 - 2nd** offence - 3 days off
 - 3rd offence - 1 week off
 - Subsequent offences - Additional time off **to Dismissal**

4. Conduct & Behaviour

- (a) Consuming intoxicants or illegal stimulants while on duty or on the Company property.
- 1st offence - Subject **to** Dismissal
- (b) Reporting for **duty while** under the influence **of** an **intoxicant** or illegal stimulant.
- 1st offence - Reprimand **to** 1 week **off**
 - 2nd offence - Subject **to** Dismissal
- (c) Theft or wilful damage,
- 1st offence** - **Subject to Dismissal**

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

- 1st offence - Reprimand
- 2nd offence - 1 day **off**
- 3rd offence - 3 days off
- 4th offence - Subject **to** Dismissal

(e) Deliberate disobedience of orders of authorized personnel.

- 1st offence - Subject to **Dismissal**

(f) **An** employee will not be discharged due to loss of his driver's licence. The Union **and the** Company will meet to discuss movement to alternate **work** but no other employee 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** licence prior to job bid time, he will revert to **his** former position.

(g) Discourtesy to a customer (subject **to** investigation).

- 1st offence - Reprimand
- 2nd offence - 1 week off
- 3rd offence - Subject **to** Dismissal

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

- 1st offence - Reprimand
- 2nd offence - 3 days off
- 3rd offence - Subject to Dismissal

(i) Failure to move correct trailer to destination; loss of miles and **hours** necessary **to** return trailer **to** destination.

5. Reports

(a) Deliberate falsification of **time** cards or trip reports.

- 1st offence - Subject to Dismissal

(b) Failure to properly complete **required** Company **records and** documentation,

- | | |
|-------------|------------------------|
| 1st offence | - Verbal warning |
| 2nd offence | - Written Reprimand |
| 3rd offence | - 1 day off |
| 4th offence | - 3 days off |
| 5th offence | - 5 days off |
| 6th offence | - Subject to Dismissal |

6. Driving Behaviour

(a) Driving **at** speeds in excess of Government posted speed limits but not **to** exceed sixty (**60**) miles per hour.

- | | |
|-------------|------------------------|
| 1st offence | - Reprimand |
| 2nd offence | - 1 day off |
| 3rd offence | - 3 days off |
| 4th offence | - Subject to Dismissal |

7. Attendance

(a) Failure to notify **the** Company not less **than** one (1) **hour** before **regular** starting time when unable to report for duty without **a** reasonable explanation.

- | | |
|-------------|------------------------|
| 1st offence | - Reprimand |
| 2nd offence | - Reprimand |
| 3rd offence | - Subject to Dismissal |

(b) **Reporting late for work without a** reasonable explanation.

- | | |
|-------------|-------------------------------|
| 1st offence | - Reprimand |
| 2nd offence | - 1 day off |
| 3rd offence | - 3 days off |
| 4th offence | - 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 (8) hour will be paid at one and one-half (1%) **times** the greater of the U.S. or **Canadian** rate. In the case of Highway drivers **utilized** 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 only to international operations where Canadian drivers do not **go** beyond the U.S. Custom compound and **American** drivers do not **go** beyond the Canadian Custom compound.

Companies **wishing** to operate Canadian drivers beyond the U.S. **Custom** compound and/or Americans beyond the Canadian Custom 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 Teamster Locals 299 and 880 and individual companies relating to the Windsor-Detroit Border operations will form part of this Agreement.

The established practices between Teamster Locals 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 the Local 880 will become part of this Schedule "C".

SCHEDULE "D"

CASUAL HELP

Casual help shall be defined as a person(s) 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 employee.

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 check-off form.

In the event the Company utilizes 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 one dollar and fifty cents (\$1.50) per hour less than regular employees but are not otherwise covered by the terms of this Agreement.

When the Company uses casuals to supplement the work force thirty (30) cumulative work days within any ninety (90) day period, the Company shall be required to add one (1) probationary employee from the list of those casuals that have worked during the qualifying period.

The **seniority** date for probationary employee **hired** will revert back to the thirtieth (30th) day supplemental casuals were used.

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) regular qualified employees of the Company will be given the first opportunity **as** of the first week-end 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.

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"

L.T.L. DIVISION

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 Section 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 Section 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 Section 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 Section 21.9 of the Agreement shall be available to all employees at the domicile regardless of division.

A MEMBER'S REMINDER

Application for a Withdrawal Card should be made immediately a member is terminated, laid off, on Workers' Compensation or off work due to illness or parental leave.

THIS IS THE RESPONSIBILITY OF THE MEMBER HIMSELF!

Withdrawal Cards are valid only when you are not working at this craft.

MEMBERS ARE REMINDED that Application for a Withdrawal Card can be made by sending a request to your Local Union office.

Upon returning to work, send or deliver your Withdrawal Card directly to the Head Office of the Local Union.

MEMBERS ARE FURTHER ADVISED that where they do not take a Withdrawal for reasons of their choice, where they are in excess of three (3) months delinquent in dues, that a Re-initiation Fee will restore good standing for the purpose of clearing arrears.

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