

**COLLECTIVE AGREEMENT**



between

**YELLOW FREIGHT SYSTEMS OF ONTARIO INC.**  
(Maintenance)

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS**  
**LOCAL UNION NO.'s 91,141, 879, 880 and 938**  
(Affiliated with the International Brotherhood of Teamsters)

February 1, 2000 to January 31, 2005

03405 (07)

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## ARTICLE 1 - RECOGNITION

### Section 1.1

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

### Section 1.2

The term "employee" shall mean all employees save and except foremen, those above the rank of foreman, office staff, stock room parts men, security guards and office janitors. Stock room parts men presently in the bargaining unit will remain in the bargaining unit.

### Section 1.3 - Effective Date

It is further agreed that the effective date of this Collective Agreement shall be February 1, 2000 to January 31, 2005.

### 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-operate in establishing and maintaining proper and suitable conditions in the industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster good will and friendly relations and better understanding between the parties.

## 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 Local 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.
- b) The Union will notify the Company, in writing, of any arrears in dues, caused for any reason, or any arrears in initiation or m-initiation 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.
- c) The Union check-off form may be:
  - 1) A Union-provided form;
  - 2) A Company-provided form;
  - 3) A pre-billing method which shall provide a column for "dues", "arrears in dues", "initiation and m-initiation 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.

- 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.
- e) The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees.
- 9 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.
- g) The Company shall show the yearly Union 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 - DISCRIMINATION**

### **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.

## **ARTICLE 6 - STEWARDS**

### **Section 5.1**

The Company acknowledges the right of the Union to appoint one (1) Steward for Maintenance employees. If the operations are such as cannot be covered by this Steward, additional Stewards may be appointed.

### **Section 5.2**

- a) Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when grievance(s) or pending grievance(s) 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.
- b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid for all time spent during the processing of the grievance with the Company on the Company property, or at any other place which is mutually agreed upon by both the Union and the Company.

- 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 payments 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.
- d) Should the Company find that the Stewards 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 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-today 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. Time cards 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 - GRIEVANCE PROCEDURE**

### **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 grievor, 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 (OHIP) 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.
- 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.
- 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.
- 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 grievor 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 **grievor** 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 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 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).

- 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 appointee. A third (3rd) 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.

**ARTICLE 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 6 - 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 10. It is further 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 layoffs and recall. In the event of a layoff, the Company shall consider:

- a) The **skill** and qualification of an employee and;
- b) The seniority of the employee, and where the qualifications expressed in (a) are relatively equal, the employee's seniority shall be the determining factor. In all layoffs, when qualifications of an employee are questioned by the Company, such employee will be given the opportunity to perform the work in **question** to determine if he is qualified.

### **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 any one (1) work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for thirty (30) calendar days during which period he may be discharged or disciplined without recourse to the Grievance Procedure. The Employer may not discharge such employee for the 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 a one hundred and eighty (180) day period only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employees shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of the Agreement. This Article to be applied only once for 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;
- 9 If an employee is laid off and not recalled for a period extending beyond thirty-six (36) consecutive 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 in writing.

### **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**

Employees shall be called in to work in seniority order for Saturday, Sunday or Holiday work subject to qualifications.

### **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 GARAGE(S) OR OPERATIONS**

### **Section 9.1**

In the event of the complete closure of a garage or other place of business where separate seniority is maintained and where the work is moved to another garage or garages 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 garage(s) 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 garage(s) where the change of garage operations 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 Unions 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 garage. If any of these employees elect to exercise their seniority and bump into other work within their own garage and as a result, anyone in that garage is subject to layoff, then if work is available in the garage 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 qualified 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.

### **Section 9.3**

Personnel moving under the conditions in 9.1 or 9.2 will retain their seniority at the garage moved from which they have moved and in the event the work is moved back to the original garage within twelve (12) months from the date of their original move, must return to their original garage. If such work is moved back to the original garage 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 garage.

### **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.

### **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 garage to which they moved.

## **ARTICLE 10 - LEAVE-OF-ABSENCE FOR WORK WITH TEAMSTERS UNION**

### **Section 10.1**

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.

## **ARTICLE II- EQUIPMENT**

### **Section 11.1**

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

### **Section 11.2**

Maintenance men will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management.

### **Section 11.3**

Airlines for air guns with one (1) inch drive, and one-half (½) inch drive with safety fittings, will be available in various locations in the shop.

### **Section 11.4**

The Company will provide adequate ladders for the use of the shop employees. The Company further agrees to provide an adequate ladder for trailer repairs.

### **Section 11.5**

The Company will install exhaust fans in all enclosed painting areas.

### **Section 11.6**

Windsor Maintenance personnel will change tires on power units or trailers.

### **Section 11.7**

Maintenance personnel will check and inflate tires when preparing equipment for the road.

## **ARTICLE 12 - MEDICAL EXAMINATIONS**

### **Section 12.1**

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 Employer shall pay for all such examinations. The Company reserves the right to select their own medical examiner, or physician, and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

### **Section 12.2**

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.

## **ARTICLE 13 - PASSENGERS**

### **Section 13.1**

No employee covered by this Agreement shall be permitted to allow anyone but employees of the Company who are on duty or other transport drivers broken down on the road to ride in his truck except by written authorization of the Employer.

## **ARTICLE 14 - EXTRA CONTRACT AGREEMENTS**

### **Section 14.1**

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 15 - BULLETIN BOARDS**

### **Section 15.1**

The Employer agrees to permit the posting of any notices of Union meetings and/or any such notices as are authorized or signed by an **Officer** of the Local Union. The Company further agrees to install a bulletin board in the lunchroom conspicuous to the view of the employees.

## ARTICLE 16 - STATUTORY HOLIDAYS

### Section 16.1

The following General Holidays will be observed:

Good Friday	Friday, April 21, 2000
Victoria Day	Monday, May 22, 2000
Canada Day	Saturday, July 1, 2000
Civic Holiday	Monday, August 7, 2000
Labour Day	Monday, September 4, 2000
Thanksgiving Day	Monday, October 9, 2000
Day Before Christmas	Sunday, December 24, 2000
Christmas Day	Monday, December 25, 2000
Boxing Day	Tuesday, December 26, 2000
New Years Eve	Sunday, December 31, 2000
New Years Day	Monday, January 1, 2001

Good Friday	Friday, April 13, 2001
Victoria Day	Monday, May 21, 2001
Canada Day	Sunday, July 1, 2001
Civic Holiday	Monday, August 6, 2001
Labour Day	Monday, September 3, 2001
Thanksgiving Day	Monday, October 8, 2001
Day Before Christmas	Monday, December 24, 2001
Christmas Day	Tuesday, December 25, 2001
Boxing Day	Wednesday, December 26, 2001
New Year's Eve	Monday, December 31, 2001
New Year's Day	Tuesday, January 1, 2002

Good Friday	Friday, March 29, 2002
Victoria Day	Monday, May 20, 2002
Canada Day	Monday, July 1, 2002
Civic Holiday	Monday, August 5, 2002
Labour Day	Monday, September 2, 2002
Thanksgiving Day	Monday, October 14, 2002
Day Before Christmas	Tuesday, December 24, 2002
Christmas Day	Wednesday, December 25, 2002
Boxing Day	Thursday, December 26, 2002
New Year's Eve	Tuesday, December 31, 2002
New Year's Day	Wednesday, January 1, 2003

Good Friday	Friday, April 18, 2003
Victoria Day	Monday, May 19, 2003
Canada Day	Tuesday, July 1, 2003
Civic Holiday	Monday, August 4, 2003
Labour Day	Monday, September 1, 2003
Thanksgiving Day	Monday, October 13, 2003
Day Before Christmas	Wednesday, December 24, 2003
Christmas Day	Thursday, December 25, 2003
Boxing Day	Friday, December 26, 2003
New Year's Eve	Wednesday, December 31, 2003
New Year's Day	Thursday, January 1, 2004

Good Friday	Friday, April 9, 2004
Victoria Day	Monday, May 24, 2004
Canada Day	Thursday, July 1, 2004
Civic Holiday	Monday, August 2, 2004
Labour Day	Monday, September 6, 2004
Thanksgiving Day	Monday, October 11, 2004
Day Before Christmas	Friday, December 24, 2004
Christmas Day	Saturday, December 25, 2004
Boxing Day	Sunday, December 26, 2004
New Years Eve	Friday, December 31, 2004
New Year's Day	Saturday, January 1, 2005

## **Section 16.2**

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 16.3**

All hourly rated employees shall be paid eight (8) hours at their appropriate hourly rate:

- a) They have been in the employ of the Company thirty (30) calendar days;
- b) They have not been laid off for a period longer than thirty (30) calendar days prior to the Holiday;
- c) They have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the Holiday;
- d) 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 16.4**

General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid double (2X) 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 16.5**

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 16.6**

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 16.7**

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 16.3. 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 17 - VACATIONS WITH PAY**

### **Section 17.1 - Vacation Pay for Employees with Less than One (1) Year Employment**

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

### **Section 17.2 - Vacation for Employees with One (1) Year of Employment**

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

**Section 17.3 - 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 17.4 - 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 17.5 - 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.

**Section 17.6 - Vacation for Employees with  
Twenty-Five (25) Years of Employment**

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 17.7**

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 17.8**

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 17.9 - 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 17.10 - 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 1<sup>st</sup> 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 1<sup>st</sup> to January 31<sup>st</sup>.
  - c) Vacation pay and General Holiday pay will be considered as earnings.
  - d) Employees while on vacation cannot be called in to work.
  - e) All vacation monies will be paid by separate cheque.
- 9 Vacation pay shall be paid on February 25<sup>th</sup> of each year of the Agreement and based on the previous year's T-4 earnings.

## ARTICLE 18 - ALLOCATION AND HOURS OF WORK

### Section 18.1

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

- a) Skill and qualifications;
- b) Seniority of employees and, where the qualifications expressed in (i) are relatively equal, seniority shall be the determining factor.

*SUBJECT TO THE ABOVE*

### Section 18.2 - Hourly Rated Operations

- a) The Union recognizes that the Company must have a nucleus of experienced men on each shift.
- 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)
  - 1) All work performed on Saturday will be paid at the rate of time and one-half (1-1/2) the regular rate of pay.
  - 2) All work performed between the hours of 12:00 midnight Saturday to 12:00 midnight Sunday will be paid at the rate of double time (2X).
  - 3) Senior employees shall be entitled to work overtime in order of seniority. Employees must have a minimum of six (6) hours off duty before commencing a new shift.
  - 4)
    - i) Local employees may only file claims for weekly overtime worked by junior employees provided the same occurs on the same shift.
    - ii) 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.
    - iii) 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.
  - 5) Employees on regular shifts starting no later than 11:00 p.m. Friday will not be paid time and one-half (1½) until on-duty time exceeds eight (8) hours.

### Section 18.3 - Hours of Work

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

Commencing April 1st, 1973, the standard guarantee work for ninety percent (90%) of the hourly rated employees in the Maintenance operations will be forty (40) hours per week, and eight (8) hours per day.

- b) The "call-in" guarantee for the remaining hourly rated employees shall be eight (8) hours.
- c) It is furthermore mutually agreed that any hourly rated employee performing work on Saturday or Sunday will receive a guarantee of four (4) hours work and the eight (8) hour "call-in" guarantee, shall not apply.
- d) Overtime rates at time and one-half (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.
- e) Where a Statutory Holiday falls during the work week, Monday to Friday, the work week will be reduced by eight (8) hours for each Holiday.
- 9 Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel, in the following manner:
  - 1) To the senior available employee on duty who is willing to perform such work;
  - 2) 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.
  - 3) Employees on shift will not exceed four (4) hours overtime;
  - 4) If additional employees are required thereafter, they will be called in by seniority;
  - 5) On Saturdays and/or Sundays, only those employees who appear on the weekend work list as available for duty will be called.
- g) All hourly rated employees will be allowed a coffee break not in excess of fifteen (15) minutes, without loss of pay, in the first half shift, and a coffee break not in excess of fifteen (15) minutes, without loss of pay, in the second half shift.
- h) When an employee is specifically requested to work overtime he will be given a coffee break not exceeding fifteen (15) minutes, without loss of pay, before such overtime commences.
- i) There shall be a minimum call-back guarantee of four (4) hours pay at time and one-half (1½) the regular rate. The employee shall not be required to perform any work in addition to the emergency work for which he was recalled.

## **ARTICLE 19 - SUPERVISORS AND FOREMEN**

### **Section 19.1**

All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement. When supervisors and foremen are appointed, note to that effect will be posted and maintained on a Bulletin Board.

## **Section 19.2**

A lead hand shall be defined as a person who may perform work and direct the work of other employees within the Maintenance Department only and he shall be a Union member. He shall not have the authority to hire, fire, or penalize. When a lead hand is required to perform overtime work he shall only enjoy work preference according to his seniority and qualifications as described in Article 8 and he shall not suffer the loss of the lead hand premium. A lead hand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his Company's seniority regardless of qualifications.

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 selection provided that when qualifications are equal, the senior man will be given preference. It is understood that the differential in wages for lead hands will be a minimum of twenty-five cents (25¢) per hour in excess of his classification rate.

## **Section 19.3**

When lead hands are appointed, a notice to that effect will be posted by the Company.

## **ARTICLE 20 - PAY PERIOD**

### **Section 20.1**

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 20.2**

The Company agrees to change the pay day from Tuesday to the previous Friday.

## **ARTICLE 21 - PART-TIME EMPLOYEES**

### **Section 21.1**

Part-time employees shall receive the same regular scale as employees but are not otherwise covered by the terms of this Agreement. 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.

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.

### **Section 21.2**

The Company will pay to the Local Union in the same amount as paid by regular employees Union dues for all part-time employees who work any time during the month. The Company will be required to make the remittance to the Local Union by separate cheque, listing names of such part-time employees, in conjunction with Article 2 of the Collective Agreement.

### **Section 21.3**

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

### **Section 21.4**

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 21.5 - Casual Help**

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 employees hired will revert back to the thirtieth (30<sup>th</sup>) day supplemental casuals were used.

## **ARTICLE 22 - STUDENTS**

### **Section 22.1**

Students may be hired on a full-time basis for the summer months, May 1<sup>st</sup> to September 30<sup>th</sup>, and will be paid one dollar (\$1.00) per hour less than regular employees but will come under 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 full-time employees.

## **ARTICLE 23 - APPRENTICES**

### **Section 23.1**

All apprentices shall be subject to the terms of this Collective Agreement.

### **Section 23.2**

Apprentices will be paid the semi-skilled rate of pay through the term of their apprenticeship.

**Section 23.3**

The Company agrees to pay all benefits for any apprentice while attending school.

**Section 23.4**

Apprentices will be paid the difference between their normal pay and the Government grant while attending school. Limited to one (1) tour of each required course under the apprenticeship program.

**Section 23.5**

It is agreed that all apprentices shall receive the skilled rate after he has received his certificate of qualification.

**ARTICLE 24 - GENERAL****Section 24.1**

The Member Company agrees to supply washing facilities, including hot water, soap, hand cleaner and towels, at terminals where Maintenance personnel are employed.

**Section 24.2**

Where an employee is required to work on new types of equipment which requires further training, he shall be paid the appropriate hourly rate for all time involved.

**Section 24.3**

Raincoats, waterproof pants, galoshes, hats and parkas will be made available to all Maintenance employees required to work outside in inclement weather. No employee shall be compelled to wear hard hats, boots or safety glasses that have been used by other persons unless these items have been properly sterilized.

**Section 24.4**

In the event a Maintenance man on a road call is away from the terminal at lunch time, or at the conclusion of his days' work when he would normally be coming on or going off duty for two (2) hours or more, he shall be paid five dollars (\$5.00) as a meal allowance.

**Section 24.5**

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 24.6**

It is agreed that the following shall be used as a guide in the classification of personnel under this Agreement.

## Unskilled Work

**Washer, Greaser**- where work put down is all laid out for him, oil changing, greasing, etc.

**Tire Men** - where the job is solely the checking, mounting and demounting of tires, replacing tubes, etc.

Sweepers - gasmen, bogie changers, scalemen.

**Bogie changers** - presently classified in semi-skilled will remain in that classification.

## Semi-Skilled Work

The specific category of the semi-skilled group is outlined below:

**Rough Carpentry, Regular Painting** - including the patching and rough work, recoating, and ground coating shall be classed as semi-skilled.

**Greasing** - where records are maintained and the employee is required to determine what and when work is to be done.

**Tire Repair**- where the work involves the maintenance of complete tire records and repairing tubes.

**Tarpaulin Repair Work** - men engaged in the repair of tarpaulins will be classified in the semi-skilled group.

**Semi-Skilled Mechanic** - whose job is assisting the skilled mechanic in garage and will also fall in the semi-skilled classification.

## Skilled Work No. 2

This work shall include such work as the repair and rebuilding of the trailer frame and all work below the frame including detachable undercarriage (**Bogie**). Employees primarily engaged in the metal repairing or rebuilding of trailer or van bodies shall also be included in this classification.

## Skilled Work No. 1

It should be noted that in making all these classifications, the work to be performed is that which is being classified and not the skill of the particular employee applying for work.

It was agreed that the repairing and rebuilding of transmissions, differentials, and motors, along with an ignition and carburetion, fuel systems, front-end rebuilding and wheel alignment work shall be classified as skilled work.

It was also agreed that a Company will not likely require more than one (1) skilled painter, capable of doing complete cab painting or finished painting work. It was also agreed that a skilled painter is a man who is capable of, and is required to do refinishing from the metal up, with the exception of lettering. All welding will be classified as skilled. It was further agreed that the preparation for, and vulcanizing of tire casings will also be classified as skilled work. It is also agreed that employees responsible for making a complete tarpaulin out of new or used material or engaging in the rebuilding and upholstering of truck seats

will be classified as skilled. The carpenter who is responsible for the layout of the work will also be classified as a skilled workman.

It is agreed that any employee not indentured as an apprentice who is required to do the same work as a skilled mechanic and who has served at least five (5) years performing such work as is necessary and outlined under the Apprenticeship Act as included in the training of mechanics, and subject to his not choosing another occupation, shall receive the rate for the skilled mechanics as outlined in this Agreement.

#### **Section 24.7**

It is agreed that licensed mechanics will be allowed to bid on future openings for dynamometer operators.

#### **Section 24.8**

The Company agrees that employees employed in handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, safety glasses welding glasses, welding shields and welding screens, etc.) to protect the employee's person. Where an employee must because of his work, wear prescription safety glasses, the Company agrees to pay a maximum of fifty dollars (\$50.00) toward the cost. The Company shall pay for all safety equipment that is required by law or Company policy.

#### **Section 24.9**

The Company agrees to provide clean, sanitary and adequate facilities with respect to lunchrooms and washrooms which will be air conditioned (window units). All rooms to be provided with fire exits as required by law and adequate heat.

#### **Section 24.10**

An employee shall not take more than one (1) continuous hour for meals, however, should the taking of a full hour for meals cause a delay in operations, the Employer may require the employee to take no less than thirty (30) minutes. This shall not preclude the Union and the Company from mutually agreeing that the regular lunch period shall be thirty (30) minutes. The lunch period shall be no later than halfway through the shift except where mutually agreed.

#### **Section 24.11**

The Company agrees to supply and maintain five (5) changes of coveralls, or five (5) pant and shirt sets per week for each employee covered by this Agreement.

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.

#### **Section 24.12**

Maintenance shops shall be provided with exhaust systems that will remove exhaust fumes and welding fumes.



**Section 24.13**

All tools of  $\frac{3}{4}$ " drive and all special tools required for the job shall be supplied by the Company, including all metric tools as required by the Company's Maintenance facility.

**Section 24.14**

No employee shall be compelled to perform work which does not come within the scope of his job classification such as repairs to electric doors, electric motors or electric hoists.

**Section 24.15**

The Company agrees to supply adequate lockers for mechanics' clothing.

**Section 24.16 - Bereavement Pay**

In the event of a death in the employee's immediate family (i.e., father, mother, wife, husband, son, daughter, sister, brother, stepparents, step-children, grandparents, grandchildren, in-law), an employee shall be given the necessary time off and will be paid three (3) days pay at the applicable rate providing that the period between the day of death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

**Section 24.17**

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 or Crown Witness pay received.

**Section 24.18**

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 voluntarily shall have all monies owing them paid not later than the following pay day.

**Section 24.19**

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

**Section 24.20**

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 24.21**

The Company agrees to bear the cost of moving the furniture and other personal belongings of any employee transferred at the Company's request to another branch of the Company. On full or partial closures, the Company will supply power unit trailer and driver to defray moving costs.

**Section 24.22**

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

**Section 24.23**

In the event of legislation being enacted subsequent to the signing of this Agreement, invalidating the application of any Article or Appendix thereto, the relative section only of this Agreement shall be nullified.

**Section 24.24**

The Company agrees to show on the employee's pay cheques or statements, attached thereto, the number of regular hours worked and the amount earned, the number of overtime hours and the amount earned and 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 a work report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by pay day.

**Section 24.25**

Any Company which employs in its service five (5) or more people shall have a time clock which shall be accessible to employees. An employee will have access to his current time card on request.

**Section 24.26**

The Company agrees to pay to all trailer and/or truck mechanics and apprentices who are required to provide their own tools, effective October 1<sup>st</sup>, 1996, a tool allowance of seven dollars and fifty-cents (\$7.50) per week payable twice yearly, June 30<sup>th</sup> and December 30<sup>th</sup>. Any employee severing his employment shall receive his tool allowance on a prorated basis.

**Section 24.27**

The Company will supply wiping cloths for all Maintenance employees.

**Section 24.28**

When no Maintenance employees are on duty, drivers will be allowed to fuel their units.

**Section 24.29**

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

**Section 24.30**

Maintenance employees shall not operate snow plows and salt trucks.

**Section 24.31**

Where metric tools are required in the course of a Maintenance employee's work, the Company will meet with the Union to discuss equitable compensation for the cost involved.

**Section 24.32**

The Company will provide insurance coverage for loss of mechanics' tools taken from Company's premises in the case of a proven burglary. The premiums shall be borne by the Company and claims paid to the mechanic in the case of a loss of his tools. Coverage will also be provided for loss due to fire.

In order to claim this clause the mechanic must have filed annually an inventory of his tools with the Company.

**Section 24.33**

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.

All employees shall be paid eight (8) hours at the regular hourly rate.

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 24.34 - Transitional Return to Work Program**

The Employer may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Recognizing that a transitional return-to-work program offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, modified work programs are intended to enhance Workers' Compensation benefits and are not to be utilized as a method to take advantage of an employee who has sustained an industrial injury nor are they intended to be a permanent replacement for regular employment.

Implementation of a modified work program shall be in strict compliance with applicable federal, provincial and state Workers' Compensation statutes. Acceptance of modified work shall be on

a voluntary basis at the option of the injured employee and the attending physician. However, refusal to accept modified work by an employee, otherwise entitled to Workers' Compensation benefits, may result in a loss or reduction of such benefits as specifically provided by the provisions of applicable federal, provincial or state Workers' Compensation statutes. Employees who accept modified work shall continue to be eligible to receive "temporary partial" Workers' Compensation benefits, as well as other entitlements as provided by applicable federal, provincial or state Workers' Compensation statutes.

At facilities where the Employer has a modified work program in place, temporary modified assignment shall be offered in seniority order to those regular full time employees who are temporarily disabled due to a compensable Workers' Compensation injury and who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified assignments. All modified work assignments must be made in strict compliance with the physical restrictions as outlined by the attending physician. All modified work program candidates must be released for eight (8) hours per day, five (5) days per week. The Employer, at its option, may make a modified work offer of less than eight (8) hours per day where such work is expected to accelerate the rehabilitative process and the attending physician recommends that the employee works back to regular status, or up to eight (8) hours per day by progressively increasing daily hours. A copy of any release for modified work must be given to the employee before the modified work assignment begins.

It is understood and agreed that those employees who, consistent with professional medical evaluations and opinion, may not be expected to receive an unrestricted medical release, or those whose injury has been medically determined to be permanent and stationary, shall not be eligible to participate in a modified work program.

## ARTICLE 25 - HEALTH & WELFARE

### Section 25.1

The Company agrees to pay the cost of the coverage provided by the Ontario Health Insurance Plan (OHIP) for employees and employees' eligible dependants.

In the event that OHIP is discontinued by the Provincial Government, the Company agrees to continue to contribute an amount equivalent to the OHIP 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 OHIP benefits.

### Section 25.2

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 31<sup>st</sup>, 2005.

### Section 25.3

To be eligible for the benefits as set forth in 25.1 and 25.2 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 25.4**

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 & Welfare policy, then in effect for each employee for whom a premium has not been paid.

#### **Section 25.5**

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 26 - PENSION CONTRIBUTIONS AND ADMINISTRATION**

#### **Section 26.1 - 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.

Effective January 31, 2003, the Company agrees to pay on behalf of each employee an additional \$30.00 per month per employee to the pension fund handled by the trustees.

Effective January 31, 2004, the Company agrees to pay on behalf of each employee an additional \$30.00 per month per employee to the pension fund handled by the trustees.

Effective February 1, 2005 - refer to Letter of Understanding

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 Trustees may decide from time to time.

Commencing January 31, 2003, the Company agrees to pay an increase of \$30.00 per month per member either to the health and welfare or to the pension plan, designated by letter and mutually agreed to by all five Local Unions involved.

## **Section 26.2 - 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 late remittance, interest and legal costs incurred.

## **Section 26.3 - 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 26.4 - 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 26.5**

The Company agrees to contribute \$1.00 (one dollar) 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 27 - OPERATIONAL PRACTICES**

### **Section 27.1**

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

## ARTICLE 28 - RATES OF PAY

### Section 28.1 - Wage Schedule

Classification	Jan. 31 2000	Jan. 31 2001	Jan. 31 2002	Jan. 31 2003	Jan. 31 2004
Skilled Class I	\$21.12	\$21.42	\$21.72	\$22.02	\$22.32
Skilled Class II	19.64	19.94	20.24	20.54	20.84
Semi-Skilled	19.04	19.34	19.64	19.94	20.24
Unskilled	18.95	19.25	19.55	19.85	20.15

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.

The parties agree that the wage increases contained herein are inclusive of any and all proposed COLA increases during the life of this Agreement.

### Section 28.2 - New Hire Rates

Effective October 1<sup>st</sup>, 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

### Section 28.3

Employees receiving the skilled rate as of December 31, 1975, will receive the Class I skilled rate through the term of this Agreement.

### Section 28.4

Employees with starting times prior to 1 :00 p.m. will not be subject to shift premiums. Employees will be paid thirty-five cents (35¢) per hour premium for all hours worked between 1:00 p.m. and 11:00 p.m. For hours worked from 11:00 p.m. to completion of shift, employees will be paid a forty cent (40¢) per hour premium. Shift premiums are not applicable on Saturdays, Sundays or Statutory Holidays.

### Section 28.5 - Cost-of-Living Allowance

Cost-of-Living Allowance - freeze until January 31, 2005.

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

## **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-In**

Effective October 1, 1996, 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 29 - MERGERS**

### **Section 29.1**

In any instance where a merger takes place, or the Company purchases the operating rights of another, employees' seniority will be dovetailed, providing they meet with the purchasing Company's established qualifications.

## **ARTICLE 30 - JOB OPENINGS**

### **Section 30.1**

Where a job opening occurs within the Maintenance Department, the job will go up for bid and providing the experience, skill and qualification of the employees bidding are relatively equal, seniority will be the determining factor.



## **Section 30.2**

The annual job bid shall be held annually in the month of March and will be posted for seven (7) days commencing on the first Monday of that month. All employees will be allowed to bid on shifts in accordance with seniority and qualifications. However, the Company reserves the right to ensure that it has a nucleus of qualified personnel on each shift.

## **ARTICLE 31 - OUTSIDE WORK**

### **Section 31.1**

The Company will not have work done by an outside garage which is normally done by the Maintenance personnel except when employees or equipment required are not available, or damaged equipment is directed to an outside garage by an insurance company.

## **ARTICLE 32 - CREDIT UNION**

### **Section 32.1**

- 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 requisite of the Company and the Union to mutually agree to such deductions.

## **ARTICLE 33 - INTERNATIONAL BOUNDARY**

### **Section 33.1**

The Company agrees that when an employee is required to cross any International Boundary within the geographical jurisdiction of the Local Union(s) party to this Agreement, such employee will receive a minimum of eight (8) hours pay at the U.S. rate, or the Canadian rate, whichever is greater. All time worked in the U.S. after the eighth (8th) hour will be paid at one and one-half (1½) times the greater of the U.S. or Canadian rate.

## **ARTICLE 34 - RULES AND REGULATIONS**

### **Section 34.1 - General Rules and Regulations Governing the Action of All Employees**

The following Rules and Regulations and the penalties to be charged for their violation are placed in effect with the approval of the Company and the Union(s), so that all employees of the Company may know what the Company Rules and Regulations are required of them in the conduct of general Company business.

Nothing in these Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular grievance machinery. Existing Company rules and penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply.

Nothing contained herein shall prejudice the right of the Company to institute additional Rules and Regulations which do not conflict with those contained herein, and in such case, ten (10) days notice, in writing, shall be given to the Union before application. Should the Union disagree with the Company's application of the Rules and Regulations, the question may be referred to a meeting of both parties for final settlement. All infractions of the Highway Traffic Act and Municipal Bylaws shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company.

All penalties and reprimands must be issued to the employee within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time the infraction became known, with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

### **Section 34.2 - 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.
- b) Failure to report any accidents in driving, as soon as possible in accordance with Company's instructions, will result in the employee being **subject** to dismissal.

### **Section 34.3 - Equipment**

- a) Failure to ensure that units are properly hooked-up and locking devices engaged and trailer support fully raised.

1st offence	- Reprimand
2nd offence	- 1 week off
Subsequent offences	- Subject to Dismissal

- b) Failure to report defects in garage equipment.

1st offence	- 3 days off
2nd offence	- 1 week off
Subsequent offences	- Subject to Dismissal

- c) Unauthorized use of Company-owned motor vehicles.

1st offence	- Subject to Dismissal
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- d) Faulty repair work for which the employee is clearly at fault, or for which his action or lack of action is a definite factor may result in disciplinary action, which may range from reprimand to dismissal, according to the seriousness, the degree of negligence or carelessness and the frequency of the incidents.

### Section 34.4 - Conduct and Behaviour

- a) Consuming or possession of unsealed intoxicants or illegal stimulants, while on duty, or on the Company's property.

1st offence - Reprimand to 1 week off

- b) Reporting for duty or back to work after having consumed an intoxicant or illegal stimulant.

1st offence - Reprimand to 1 week off

2nd offence - Subject to Dismissal

- c) Theft or wilful damage to garage equipment.

1st offence - Immediate Dismissal

- d) Failure to obey instructions of authorized personnel and posted Company and Industrial Safety Rules (names of persons in authority will be posted).

1st offence - Reprimand to 1 week off

2nd offence - Subject to Dismissal

- e) Flagrant disobedience of orders of authorized personnel.

1st offence - Subject to Dismissal

- 9 A garage employee will not be discharged due to loss of his drivers 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. Upon regaining his drivers licence, the employee will revert to his former position.

- g) Defacing Company equipment or property.

1st offence - Reprimand to 1 week off

2nd offence - Subject to Dismissal

### Section 34.5 - Reports

- a) Punching another employee's time card.

1st offence - Subject to Dismissal

- b) Falsification of time cards or other Company records.

1st offence - Subject to Dismissal

### Section 34.6 - 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	- 3 days off
3rd offence	- 1 week off
4th offence	- Subject to Dismissal

- b) Unnecessary delays while operating Company vehicles.

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

- c) Carrying of unauthorized persons in Company vehicles.

1st offence	- Subject to Dismissal
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### Section 34.7 - Attendance

- a) Absence of three (3) consecutive working days without notification will be regarded as a voluntary quit.

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

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

- c) Reporting for work late without a reasonable explanation.

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

- d) Failure to report for duty after having been instructed to do so.

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

- e) Any employee absent due to illness must supply substantiating evidence satisfactory to Management, when required.

- 9 Leaving work before the completion of tour of duty without permission shall be considered as a voluntary quit.

A Minor Offence against any employee's record that is over nine (9) months old, shall be forgiven and the employee's record wiped clean.

**A Major Offence** against any employee's record that is over twelve (12) months old, shall be forgiven and the employee's record wiped clean.

**Note 1**

*A Minor Offence - is defined as one for which the penalty is reprimand.*

**Note 2**

*A Major Offence - is defined as one for which the penalty is disciplinary time off*  
**A warning notice in writing, with a copy to the Local Union must be given for infractions of any Rules and Regulations.**

**Discharge must be by proper notice with a copy to the Local Union.**

**ARTICLE 35 - TERMINATION**

**Section 35.1 - Duration**

This Agreement shall become effective on the 1st day of February 2000 and shall continue in force and effect until the 31<sup>st</sup> day of January 2005, 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.

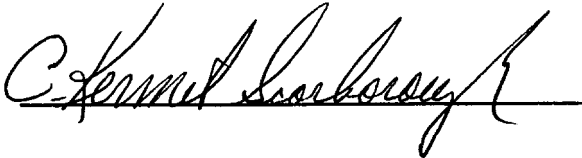
**Section 35.2**

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

**Section 35.3**

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 31<sup>st</sup>, in any year.

FOR THE COMPANY:

  
\_\_\_\_\_

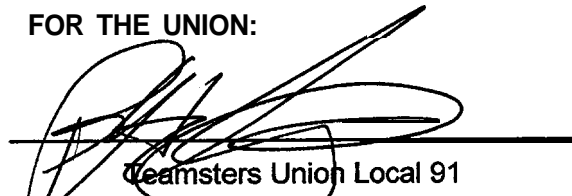
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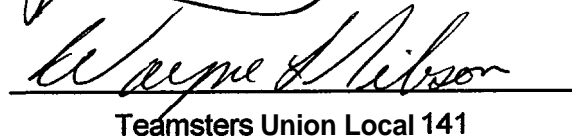
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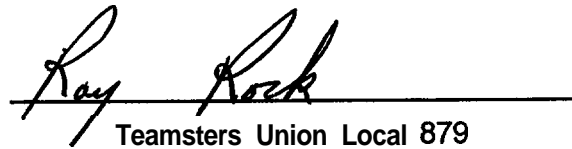
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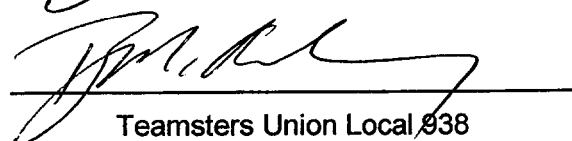
FOR THE UNION:

  
\_\_\_\_\_ Teamsters Union Local 91

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

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

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

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

ADDENDUM TO AGREEMENT

- 1. Employees will be allowed to move to a lesser classification on medical grounds. The Union and the Company shall have recourse to Article 12 to substantiate its position.

The employee must be capable of performing the duties of the lesser classification.

- 2. Employees on regular shifts, with a starting time not later than 1 1:00 p.m., will not be entitled to overtime on Saturdays until hours on duty exceed eight (8).

Payment of double time (2X) for Sunday will commence at midnight Saturday and finish at midnight Sunday.

- 3. In the event a regular shift is established with a starting time of midnight Sunday, the employee will be entitled to time and one-half (1 ½) on his sixth (6th) shift and double time (2X) for the seventh (7th) shift.

Legitimate absence Sunday through Thursday will not disqualify an employee from receiving premium time on his sixth (6th) and/or seventh (7th) shift.

Signed this 31 day of Aug, 2000.

FOR THE COMPANY:

*Kenneth Scarborough*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

*[Signature]*  
Teamsters Union Local 91

*Wayne Gibson*  
Teamsters Union Local 141

*Ray Rock*  
Teamsters Union Local 879

*[Signature]*  
Teamsters Union Local 880

*[Signature]*  
Teamsters Union Local 938

**LETTER OF UNDERSTANDING #1**  
(To form part of the Collective Agreement)

between

**YELLOW FREIGHT SYSTEMS OF ONTARIO INC.**

(The Company)

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS**  
**LOCAL UNION NO.'s 91,141, 879, 880 and 938**  
(Affiliated with the International Brotherhood of Teamsters)

(The Union)

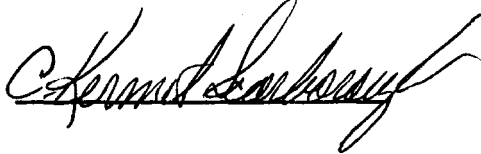
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**Pension Contribution - 2005**

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Yellow Freight Systems of Ontario Inc. agrees that effective February 1, 2005, the pension contribution for the Ontario Freight Agreement and the Ontario Maintenance Agreement shall be increased by forty dollars (\$40.00) per member per month.

**FOR THE COMPANY:**



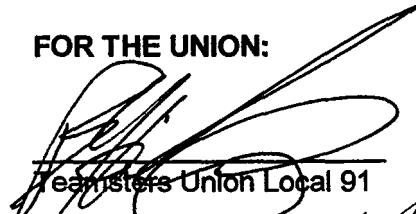
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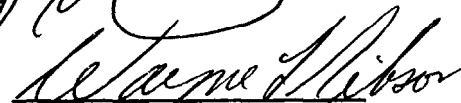
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**FOR THE UNION:**



Teamsters Union Local 91



Teamsters Union Local 141



Teamsters Union Local 879



Teamsters Union Local 880



Teamsters Union Local 938



**IT IS THE RESPONSIBILITY OF EACH MEMBER OF THE TEAMSTERS UNION TO TAKE OUT A WITHDRAWAL IF YOU ARE ABSENT FROM WORK FOR ANY REASON.**

**A withdrawal exempts you from paying dues and retains you as a member in good standing.**

**If you are not working due to sickness, layoff, etc., notify the Union Office and obtain your withdrawal card.**