

SOURCE	Union		
EST.	96	04	21
TERM.	99	12	31
No. OF EMPLOYEES	275		
NUMBRE D'EMPLOYÉS	SA		

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**MUNICIPAL TANK LINES LIMITED**

**(hereinafter referred to as the "Company")**

**and**

**THE EASTERN CANADA COUNCIL OF TEAMSTERS  
ACTING ON BEHALF OF TEAMSTERS LOCAL  
UNIONS 91, 141, 880 AND 938**

**(hereinafter referred to as the "Union")**

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**ARTICLE 1 - INTENT AND PURPOSE**

**Section 1.1**

The Company and the Union each agree that the purpose and intent of this Agreement is to promote cooperation and harmonious labour relations; to recognize mutual interests; to provide a channel through which information and problems may be transmitted from one to the other; to promote efficiency and service and to set forth herein the Agreement between the parties with respect to rates of pay, dispute procedure and conditions of employment.

**ARTICLE 2 - RECOGNITION**

**Section 2.1**

The Company recognizes the Union as the exclusive bargaining agent for all its employees in the Province of Ontario, excluding foremen, persons above the rank of foreman, traffic supervisors, office and sales staff and security personnel.

**Section 2.2 - Admission to Company Property**

Representatives of the Local Union shall be allowed to enter the Company's premises to deal with the administration of the Agreement provided they do not interfere with the normal operation of the Company and notify the Company of their presence.

**ARTICLE 3 - MANAGER'S RIGHTS**

**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, to hire and 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 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 - UNION SECURITY

Section 4.1

1/2 ✓  
It is agreed that all present employees covered by this Agreement and not already members of the Union shall become members of the Union within fifteen (15) days after the signing of this Agreement and as a condition of employment, maintain such membership in good standing during the life of this Agreement.

Section 4.2

All employees hired in future who will be covered by this Agreement shall, as a condition of continued employment, become members of the Union immediately following their probationary period and, as a condition of employment, shall maintain such membership in good standing during the life of this Agreement.

Section 4.3

1/2 ✓  
The Company agrees for the duration of this Agreement to deduct from the last pay cheque in each month, the monthly dues of any employee covered by this Agreement and remit such monies so deducted to the Head Office of the Union, along with a list of employees from whom the monies were deducted not later than the fifteenth (15th) day of the month following the date upon which such monies were deducted.

Section 4.4

The Union will notify the Company, in writing, of any arrears in dues caused for any reason, or any arrears in initiation or reinitiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

Section 4.5

The Company will provide the Union with a monthly printout of dues deductions including the names and dates of each employee hired and terminated since the remittance of the previous checkoff.

Section 4.6

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deductions Authorization Forms, all of which shall be signed by all new employees on the date of hire. All completed Application for

Membership Forms shall be returned to the Union at the completion of the probationary period and shall serve as additional notification of commencement of employment.

Section 4.7

The Company shall not be required to discharge or suspend any employee who has been refused membership, expelled or suspended from the Union for any reason other than the non-payment of initiation fees, Union dues and assessments.

Section 4.8

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

Section 4.9

Commencing during the first (1st) year of this Agreement, the Company agrees that employees who are off work due to sickness or injury and/or Workers' Compensation, shall not have Union dues or initiation fees deducted from any general holiday payments.

ARTICLE 5 - EXTRA CONTRACT AGREEMENTS

Section 5.1

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 6 - DISCRIMINATION

Section 6.1

2/7  
No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.

Section 6.2

An employee will not be discharged due to loss of his driver's licence, providing the suspension of his licence is a result of medical requirements, or does not exceed twenty-four (24) months in the case of non-medical suspension.

ARTICLE 7 - STRIKES, LOCKOUTS AND 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

It shall not be a violation of this Agreement or cause for discipline for any employee to refuse to cross any picket line.

Section 7.3

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

**ARTICLE 8 - GRIEVANCE PROCEDURE**

section 8.1

In this Article, a grievance shall refer to a difference between the parties as to the interpretation or application of any clause in this Agreement, any alleged violation of the Agreement or any alleged abuse by supervision in the treatment of any employee contrary to the terms of this Agreement. If any question arises as to whether a particular difference 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.

Section 8.2

No complaint or grievance may be submitted or considered under the Grievance Procedure unless it has been presented within seven (7) working days from the date of the incident giving rise to the grievance or from the date it became known to the employee or employees affected.

Section 8.3

Where a driver on highway operations is away from his/her home terminal and thus unavailable to proceed with the steps of the Grievance Procedure within the time limits prescribed, as per Section 8.2, such time limits shall be extended so as to permit processing the grievance in accordance with the following steps upon his/her return to his/her home terminal.

Section 8.4

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:



Stet. 1

By a conference between the aggrieved **employee** and his immediate supervisor. **The employee may be accompanied by his steward. The employee's immediate supervisor shall give his decision within two (2) full working days.**

Failing reply in writing or settlement, then -

Step 2

**Within five (5) full working days following the decision in Step 1 the grievor and a representative of the Union shall meet with the senior Branch representative of the Company or his designate at which time the written record of the grievance shall be presented. The decision shall be given in writing within three (3) full working days following this meeting.**

Failing reply in writing or settlement, then -

Step 3

**Within five (5) full working days following the decision in Step 2 up official or officials of the Union shall meet with a senior representative of the Company. This meeting shall be held at the locale of the Branch involved unless otherwise agreed. A decision shall be rendered in writing within three (3) full working days following this meeting.**

Section 8.5

Failing settlement under Step 3 of any difference and including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) full working days after the decision in Step 3 is given, it shall be deemed to have been abandoned.

Section 8.6

Any complaint or grievance concerning or affecting a group of employees or arising as a policy grievance or complaint or grievance directly between the Company and the Union shall be originated under Step 2.

Section 8.7

All replies beyond Step 1 shall be in writing and shall contain reasonably full particulars.

### Section 8.8

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have access to available trip sheets and time cards.

### Section 8.9

A claim by an employee that he/she has been unjustly discharged or laid off shall be treated as a grievance and may be taken up under Step 2 of the Grievance Procedure provided a written statement of such grievance is lodged with the Company within seven (7) working days after the discharge or layoff is effected. Such special grievance may be settled under the Grievance Procedure or at arbitration by:

- (a) confirming the Company's action in dismissing or laying off the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) by any other disposition of the matter which may be deemed just and equitable.

### Section 8.10

No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure unless mutually agreed.

### Section 8.11

A grievance, once submitted in writing shall not be withdrawn or settled when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

## ARTICLE 9 - ARBITRATION

### Section 9.1

When either party wishes, a dispute which has not been resolved at an earlier stage to be submitted to arbitration, it shall notify the other party in writing of its request for arbitration within the time hereinbefore provided and shall at the same time appoint a nominee. Within five (5) full working days thereafter the other party shall appoint their nominee. The two (2) nominees shall attempt to select, by agreement, a chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of ten (10) full working days following the date of their appointment, they will then request the Federal Minister of Labour

to appoint a Chairman.

### Section 9.2

The Board of Arbitration shall not: have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, nor 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 9.2 (a)

Notwithstanding the provisions of Section 9.1, within seven (7) calendar days of receipt of the notice of intent to arbitrate under Section 9.1 the grieving party may elect to proceed to arbitration with a one-person Arbitrator. Should the parties fail to appoint a one person Arbitrator, within thirty (30) calendar days either party shall request the Minister of Labour to make the appropriate appointment.

### Section 9.3

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 9.4

All monetary grievances resulting in an amount being payable to an employee shall be paid the following pay period.

### Section 9.5

The proceedings of the Arbitration Board will be expedited by the parties hereto. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employees affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairman will govern.

### Section 9.5 (a)

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 mutually agreed, 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 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 a similar 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 any 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 Article 9.

#### Section 9.6

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

### ARTICLE 10 - STEWARDS

#### Section 10.1

The Company acknowledges the right of the Union to appoint a steward at each Branch and, if the operations are such as cannot be covered by this Steward, additional stewards may be appointed.

#### Section 10.1 (a)

An employee may be accompanied by a Steward or another employee, when attending a meeting to discuss a grievance or discipline.

#### Section 10.2

Whenever possible, grievances shall be processed during the working hours of the steward. A steward shall receive his/her regular rate of pay from the Company when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 10.3

If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his/her basic hourly rate by the Company for all time spent during the processing of the grievance with the Company. However, such time spent shall not be subject to any call-in guarantee or overtime provisions.

Section 10.4

The Union will inform the Company in writing of the names of the Stewards and Business Representatives and of any subsequent changes. The Company shall not be asked to recognize any steward or Business Representative until such notification from the Union has been received.

Section 10.5

For the purpose of layoff and the day to day allocation of work within the department, the Steward shall maintain his/her own seniority.

Section 10.6

The Company will notify the Union by telegram, registered or hand delivered mail prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

ARTICLE 11 - SENIORITY

Section 11.1 (a)

Seniority shall be on a Branch wide basis, but not interchangeable with any other department within the Branch.

Section 11.1 (b)

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27B  
1  
In the event of a shortage of work and where work is available in another department, the Company may transfer employees on a voluntary basis respecting seniority and qualifications. An employee transferred under the above conditions would be placed as a junior man.

Section 11.2

27C-d  
1  
The purpose of seniority is to provide a policy governing work preference, layoff and recalls.

Section 11.3 (a)

In the event of a layoff of drivers the Company will consider the seniority of the driver.

Section 11.3 (b)

17E  
1

In the event of a layoff of other than driving personnel the Company will consider the seniority and classification of employees so affected. Employees affected by such layoff may exercise their seniority by bumping a more junior employee. In instances where qualifications are questioned by the Company, such employee will have the right to a three (3) day training period to demonstrate whether he is qualified to bump a more junior employee. Rate of pay will be governed by the classification the employee's seniority gives him on a layoff basis.

Section 11.4

A seniority list containing the name and starting date of employees will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for stewards and Business Representatives. A seniority list containing the names, addresses and Social Insurance Numbers of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

Section 11.5

An employee's seniority shall be lost:

- (a) If he/she voluntarily quits to be an employee of the Company;
- (b) If he/she is discharged and is not reinstated through the Grievance Procedure as provided in this Agreement.
- (c) If he/she has been laid off and not employed elsewhere and has refused to return to work within seventy-two (72) 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/she will be allowed no more than seven (7) consecutive days from the date of notification to report for duty.
- (d) If he/she overstays a leave of absence without securing an extension in writing of such leave of absence, or if he takes employment other than declared and agreed upon when applying for a leave of absence.

(e) If he/she is absent from work for more than three (3) consecutive days without notifying the Company, excluding Saturdays, Sundays and Holidays,

(f)  $\frac{29}{27}$  If he/she is laid off and not recalled for a period extending beyond twenty-seven (27) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.

J  $\frac{30}{1}$  (g)  $\frac{31}{1}$   $\frac{32}{1}$   $\frac{33}{26}$  If any employee is laid off in excess of thirteen (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request.

(h) Employees for whom no work is available for three (3) consecutive working days shall, upon request, have their Record of Employment issued. However, the Company may call employees according to seniority on a day-to-day basis to report for work as required.

Section 11.6 (a)

Employees promoted to supervisory positions, or positions not subject to this Agreement will retain their seniority after promotion for a six (6) month period only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in such a position shall be included in their seniority rating, within the above stated time period of six (6) months.

Section 11.6 (b)

The Company must notify the Union of such promotion and date of promotion.

Section 11.7

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company has been notified of such illness or injury within three (3) days. The employee shall notify the Company when he is able to return to work. However, an employee off work as set out above shall not by virtue of his absence retain seniority over a senior employee who has been laid off.

Section 11.8

In any instance where a merger, consolidation or coalition takes place, or where the company purchases the operating rights of another Company, the seniority of employees of the acquired Company may be dovetailed at the Company's and Union's mutual agreement. The Company agrees to advise the Union of its plans in this regard.

Section 11.9

Complete or Partial Closure of Branch(es)

In the event of a complete or partial closure of a branch as a result of work being moved to another branch, and which results in the reduction of employees in the branch so affected, the following will apply:

- (a) A meeting will be held between the Company and the Union thirty (30) days prior to each complete or partial closure in an effort to reach a satisfactory agreement for all concerned in the branch from which the work is being moved.
- (b) The employees at the affected branch will have first opportunity, in order of their seniority, to transfer to the branch to which the work is being moved.
- (c) Persons moving under the conditions outlined above will assume a position on the on the seniority list of the branch to which the work is being moved according to their existing company seniority.
- (d) In the event the work is moved back to the original branch, personnel moving under the conditions outlined above will retain their seniority at the branch from which they moved for a period of twenty-four (24) months from the date of their original move.
- (e) Any employee who is laid off as a result of the complete or partial closure will be given fourteen (14) days notice of such layoff or pay in lieu thereof.

It must be clearly established that there is a movement of work in order for the above provision to apply.

ARTICLE 12 - PROBATIONARY PERIOD

Section 12.1

*5  
calendar  
days* ↓  
All new employees subject to this Agreement shall serve a probationary period of forty-five (45) calendar days before acquiring any seniority rights and during such probationary period they shall not have recourse to the Grievance or Arbitration Procedure. The Company may not discharge an employee for purpose of forcing an additional probationary period. Upon completion of the forty-fifth (45th) calendar day the employee shall be discharged or placed on the regular seniority lists, as of the date of the commencement of his probationary period.



ARTICLE 13 - CASUAL OR PART TIME WORK

Section 13.1

77K ✓

The Company agrees that it will only use casual or part-time help to supplement the normal work force where it is necessary to do so. The Company agrees to deduct from the first pay due each month to any casual or part-time employee who works in excess of eight (8) hours, an amount equal to the monthly Union dues. Such money so deducted shall be forwarded to the Union no later than the fifteenth (15th) day of the month following that in which the deductions were made together with a list of those for whom the remittance is made. The Company shall supply the Union with a statement of hours worked on a monthly basis.

Section 13.2

No casual or part time help will be used when it will deprive probationary or regular employees of reasonable overtime hours and/or their normal hours of work.

Section 13.3

Employees on layoff shall be given the first opportunity for any available part-time work. Recall shall be by seniority. The employee shall receive a minimum of eight (8) hours pay at the applicable hourly rate, such work not necessarily being in the employee's classification. Refusal to do such work will void the eight (8) hour minimum provision.

Section 13.4

Casual or part-time help shall receive the same minimum scale as regular employees but are not otherwise covered by the terms of this Agreement. This provision shall not be applicable to employees doing part-time work on layoff who shall be entitled to all of their normal benefits hereunder.

Section 13.5

Where a part-time or casual help is being employed to the extent that a regular employee could be fully employed, the Company shall replace the casual or part-time help with one or more probationary employees.

Section 13.6

77K ✓  
A casual or part-time employee who works in excess of twenty (20) hours per week will be considered a probationary employee except when used for vacation and not to exceed thirty (30) days in the case of sickness or injury.

Section 13.7

All casual and part-time work shall be subject to the provisions of Section 21.6 (ten clear hours off duty).

ARTICLE 14 - HIRED AND LEASED EQUIPMENT

Section 14.1

All power equipment leased, rented, licensed or operated by the Company shall be operated by employees of the Company except in emergencies when special equipment not normally available on a rental basis is involved.

Section 14.2

Notwithstanding Section 14.1, employees covered specifically by this Article may select whether he or she is paid by employee payroll cheque inclusive of all employee benefits; or by a total cheque which will be inclusive of employee wages and benefits and truck lease costs.

Section 14.3

The Union agrees that the Company may have leased operators up to a maximum of twenty per centum (20%) of the driving staff at each branch with a maximum of twenty per centum (20%) of the total of all driving staff company-wide.

Section 14.4

Notwithstanding Section 14.3 above, the Company and the Local Union involved may mutually agree in writing to allow in excess of twenty percent (20%) in a particular Branch provided the overall maximum of twenty percent (20%) Company wide is not exceeded.

ARTICLE 15 - SUPERVISORS

Section 15.1

Supervisors will not perform any work which falls within the scope of this Agreement except for instructional purposes and emergency situations.

Section 15.2

When supervisors and foremen are appointed a notice to that effect will be posted on the bulletin board, No less than twice yearly a list of personnel in authority will be posted.

1/32

**ARTICLE 16 - TRAINING**

**Section 16.1**

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Where the company requires an employee to take further training, the employee shall be paid for all time spent in training at the applicable hourly rate.

**Section 16.2**

The training of employees by other employees shall be on a voluntary basis.

**Section 16.3**

The Company will supply training on new equipment that an employee is required to handle or operate.

**ARTICLE 17 - SUSPENSION, DISCHARGE AND TERMINATION**

**Section 17.1**

Any employee who voluntarily terminates his employment with the Company shall have all monies owing to him paid not later than the pay day next following the date of termination.

**Section 17.2**

Any employee suspended or discharged away from his home branch shall be provided with transportation to his home branch leaving as soon as possible thereafter; such interval not to exceed eight (8) hours.

**Section 17.3**

In the event it is determined that an employee has been wrongfully disciplined following discussion between the Company and the Union, such employee shall be forthwith reimbursed for all time lost during such disciplinary period.

**Section 17.4**

At the request of an employee, the Company shall review annually such employee's file in the presence of the employee, who shall be entitled to have a representative of the Union present for that purpose.

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For the purpose of applying disciplinary measures, all infractions shall be removed from the employee's record after twelve (12) months from the date of the infraction, excluding vehicular accidents which shall be removed thirty-six (36) months from the date of the accident.

Section 17.5

Any disciplinary action must be issued to the employee within ten (10) days (Saturdays, Sundays and General Holidays excluded) from the time the infraction became known to the Company, otherwise the discipline shall be null and void. A copy of such disciplinary action shall be provided to the Local Union.

ARTICLE 18 - JOB OPENINGS

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The Company shall give preference to the senior qualified employee in filling shop job openings.

- (a) An employee who transfers to another department will have six (6) months to decide if he will remain or return to his former department with full seniority.

Section 18.2

27F ✓

When the Company requires a general work force on a temporary basis such work will be posted for bids and senior employees will be given the first opportunity of such work. It is also understood any employee successfully bidding on such work will retain his seniority at his own branch. Where the above mentioned work is in an area with an established branch it is understood that the temporary work force will operate at the bottom of the seniority list at such branch.

Section 18.3

When a job opening occurs at a terminal, laid-off employees at other terminals will be given the right to fill such vacancy in line with their seniority and qualifications. The employee shall be given twenty-four (24) hours to render his decision.

An employee who transfers under these conditions from one terminal to another shall be placed at the bottom of the seniority list for work preference and layoff.

Employees transferring under the above conditions will be given a thirty (30) trial period during which time the employee may elect to return to his home terminal and remain on the seniority list on layoff status.

During the first twenty-four (24) months from the date of transfer if work picks up in the employee's home terminal he will be given the opportunity to return to that terminal with his seniority before new employees are hired.

Notwithstanding the above, it is agreed that the Company shall

forward a letter to the Union outlining in detail the conditions of the transfer, which letter shall also be signed by the employee before any transfer is effected.

## ARTICLE 19 - DRIVER BIDDING PROCEDURE

### Section 19.1

At a terminal where bid runs, special operations, job or trip rates, etc., may be set up, the Union stewards and/or committees and/or business representatives will have the sole authority to meet with the Company to establish rules, conditions and/or rates, etc. governing such operations. Such rules, conditions and/or rates must be mutually agreed upon and reduced to writing and signed by the parties.

### Section 19.2

Bidding for bid operations shall be by Branch and not Company wide.

### Section 19.3

Bid operations which are open shall be posted and drivers shall have ~~seventy-two~~ (72) hours (excluding Saturdays, Sundays and General Holidays) from the time of posting to bid and the Company shall then have ~~seventy-two~~ (72) hours (excluding Saturdays, Sundays and General Holidays) in which to make bid allocation.

### Section 19.4

When a bid is due to be removed from the Notice Board, it shall be done in the presence of an employee who will sign the bid notice and the Union shall receive a copy of same.

### Section 19.5

The Union shall be entitled upon request to receive written clarification from the company of any posted bid.

### Section 19.6

Allocation of bids for any specific bid operation shall be by seniority. If there are insufficient bids submitted within the required ~~seventy-two~~ (72) hour period as set out above, the Company may make the assignment in inverse order of seniority.

### Section 19.7

The term of any allocation or assigned bid operation shall be from the date a driver commences work on the bid operation until completion. The driver shall be locked in for the period, except that, under exceptional circumstances, a driver may successfully

request to **come off a bid operation through mutual agreement between the Company and the Union.** In such instances the **driver, except for layoff purposes, shall revert to the bottom of the seniority list of his branch over new men until the termination date of his bid, at which time he shall resume his original seniority.**

#### Section 19.8

In instances where there is a shortage of work in a bid operation or where such bid operation or a portion thereof is discontinued, any driver affected may, after a ten (10) hour period from completion of his last dispatch, Saturdays, Sundays and Holidays excluded, resume his seniority in the general dispatch in his branch until he is required to return to the bid operation he had left. In no case shall the Company be compelled to dispatch a driver into weekly overtime hours.

#### Section 19.9

All bids shall end on May 1st.

#### Section 19.10

If a fundamental change is made in a bid run operation which alters an employee's earnings or working conditions it may be re-posted subject to the Union and Management mutually agreeing to do so.

#### Section 19.11

An employee may be assigned to a bid away from his home terminal by inverse seniority for a maximum of two (2) weeks.

### ARTICLE 20 - WEEKEND WORK

#### Section 20.1

Drivers wishing to work on weekends shall have the opportunity to volunteer for such work prior to 6:00 p.m. each Friday. The list for that purpose is to be posted by 6:00 a.m. each Thursday.

#### Section 20.2

Drivers so volunteering shall be dispatched according to their seniority and preference of load.

#### Section 20.3

All weekend work, which has been assigned to general dispatch, shall be allocated on the basis of inverse seniority after exhausting the volunteer list in the general dispatch.

## ARTICLE 21 - HOME TERMINAL DISPATCH

### Section 21.1 - Definitions

#### (a) General Dispatch Drivers

A driver who performs driving duties in accordance with his terminal seniority excluding bid runs.

#### (b) Bid Run Drivers

A driver who bids and performs driving duties on a bid run.

### Section 21.2 - Dispatch Rules

- (a) Drivers shall be contacted by Dispatch on a seniority basis among such of the drivers within each group of Sections 21.1 (a) and (b).
- (b) The Traffic Supervisor shall advise each driver of three (3) potential trips on a seniority basis.
- (c) The driver shall either accept one (1) of the three (3) trips or shall alternatively request another trip at that time, outlining his general preference.
- (d) Where Dispatch makes contact by telephone and the driver is not available at that time, he/she shall automatically be dispatched on a seniority basis and a message left for him/her to that effect.
- (e) Where Dispatch attempts to contact the driver by telephone but his call is unanswered, such driver shall be automatically dispatched by seniority. If the driver has not contacted Dispatch more than three (3) hours before the scheduled reporting time, he shall lose the right to the trip.

### Section 21.3 (a)

All dispatches made before 7:00 p.m. become final and not subject to change. Dispatches made after the applicable deadline shall be in accordance with the seniority among those drivers not already dispatched. Branches may change dispatch times for their operations but must give notification to the Union prior to such change.

Dispatches for Monday will be made available by 7:00 p.m. Friday, where possible, on trips available at that time, selection by drivers also to be made by that time.

### Section 21.3 (b)

No driver will be compelled to accept a dispatch on Sunday night unless he receives twenty-four (24) hours prior notice and except in an emergency no driver will be dispatched before 9:00 p.m. Sunday night.

### Section 21.4

Drivers notified to report for dispatch shall be allowed two (2) hours to report for work after such notification.

### Section 21.5

Loads will not be held for the purpose of depriving a driver of his seniority for dispatch. A copy of the full twenty-four (24) hour dispatch information for the previous day will be posted on a daily basis.

### Section 21.6

A driver at his home terminal shall not report for work unless he has had ten (10) clear hours off duty.

### Section 21.7

For cement load dispatch the first trip will be on the basis of seniority and subsequent loads on the basis of first in first out.

### Section 21.8

When General Dispatch is short of trips at dispatch time, (i.e. 7:00 p.m.) the bottom trips on bid runs will be moved to general dispatch. The senior drivers with ten (10) clear hours off duty will have the opportunity to take the trips. If such drivers turn down a trip, then the trip reverts to the original bid run. In no case shall the Company be compelled to dispatch a driver into weekly overtime hours.

### Section 21.9

In the event the Company improperly dispatches a driver out of seniority ahead of a senior driver, an amount of money equal to the difference between the two (2) starting times at the regular hourly rate or the difference in the trip involved whichever is the greater, will be paid to the senior driver who files a grievance.

### Section 21.10

Having regard for the differing operational conditions that may exist from one area to another, the Company and the Union or Unions may institute additional dispatch rules or procedures that are



mutually agreed upon. Such dispatch rules or procedures **must be reduced to writing and signed by the Region Manager and Business Representative.** In the **event** of any dispute concerning such agreed upon rules and procedures the additional dispatch rules or procedures shall **be subject to the Grievance Procedure.**

## **ARTICLE 22 - FOREIGN TERMINAL DISPATCH**

### **Section 22.1**

Highway drivers required to layover at a foreign terminal shall not report to work unless he has had up to a maximum of ten (10) clear hours off-duty.

### **Section 22.2**

Such drivers shall be allowed **one (1) hour** without pay to **report for work** after such notification.

### **Section 22.3**

Drivers who have been laid over **in foreign** terminals and who are available **for** duty will be given preference **on** return dispatches towards their **home** terminals.

### **Section 22.4**

When two (2) or **more** drivers from the **same** terminal have **been** laid over in a foreign terminal and are available **for** duty they shall be dispatched **in order of** their arrival at such **foreign** terminal.

### **Section 22.5**

No driver will **be** held over at a foreign terminal **on a** General Holiday or **on a** Sunday unless by mutual consent or unless the layover **is** part of the original dispatch.

## **ARTICLE 23 - SLEEPER OPERATIONS**

### **Section 23.1**

On all sleeper operations the lead driver shall be selected via seniority **on** the General Dispatch list or bid run list, whichever is applicable.

### **Section 23.2**

The second driver shall be chosen by the lead driver **from among** other drivers available **for** such **work.** In the event the lead driver **is** unable to select a driver **of** his choice, he must give up the trip to the next senior lead driver who **is** able to select a second driver.

Section 23.3

There shall not be sleeper operations used on single trips of less than four hundred and fifty (450) miles one way unless otherwise agreed to by Management and a Union representative.

Section 23.4

Bedding and fresh linen shall be provided and maintained by the Company. Same will be returned to the Company upon completion of the trip by the drivers.

Section 23.5

The Company shall ensure that safety straps are installed and maintained across the front of all bunks.

Section 23.6

All hold-over and delay time between arrival and departure, inclusive of loading and unloading time, shall be paid at the appropriate hourly rate split equally between the two (2) drivers.

Section 23.7

New sleeper cab units purchased after the signing date of this Agreement will be equipped with up-dated equipment including: adequate heat and air conditioning, appropriate suspension, air-ride driver and passenger seat, and sleeper bunk of proper width (36 in. minimum).

ARTICLE 24 - CALL-IN GUARANTEE

Section 24.1

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Any driver who reports for work at the time he was scheduled to report shall receive a minimum of eight (8) hours pay at the applicable hourly rate.

ARTICLE 25 - DEAD HEAD RATE

Section 25.1

The Dead Head Rate shall be at the applicable hourly rate for the actual hours spent: travelling, including breakdowns and delays. In this Agreement the term "deadhead" shall mean that occasion where transportation is supplied by the Company to a point and the driver has no duties whatsoever on that trip.

## ARTICLE 26 - CONTINUOUS JOB

### Section 26.1

On any continuous job, i.e. boat unloading, interplant work, etc., if eating facilities are not readily available arrangements will be made to have food taken to the driver or the driver will be provided at Company expense with transportation to obtain food and will be allowed a reasonable time to eat.

## ARTICLE 27 - LAID OVER DRIVERS

### Section 27.1

If a driver is held over in excess of ten (10) hours he shall be paid for all time held over in excess of ten (10) hours in the first twenty (20) hour period following the time the run ends. In each succeeding twenty (20) hour period drivers shall be paid on the basis of ten (10) hours on and ten (10) hours off.

### Section 27.2

Within reason, all laid-over drivers, including sleeper drivers, will be provided by the Company with transportation to and from sleeping accommodation and restaurant facilities.

### Section 27.3

When accommodation and meals are not provided by the Company for drivers required to layover away from their home terminal, the driver shall be reimbursed for his reasonable expenses for adequate accommodation, provided that he shall be required to produce receipts for such expenses. In addition, he will be paid a subsistence of fourteen dollars (\$14.00) for the first twenty-four (24) hour period and a like sum for each twenty-four (24) hour period or portion thereof, same to be paid in cash at the end of each trip where possible. A portion will not be less than six (6) hours.

### Section 27.4

Where subsistence pay is involved on international trips, such subsistence will be paid in United States currency.

### Section 27.5

For all international trips, beyond one hundred (100) one-way miles from the border, the driver will receive an advance of a minimum of two hundred dollars (\$200.00) in United States currency to cover unforeseen expenses, repairs, accommodation, etc. The driver, upon return from the trip, must provide receipts for any expenses. Failure to do so upon return will result in the driver reimbursing

the Company for any unaccounted monies in U.S. funds.

Section 27.6

Sleeper drivers when on sleeper operations will receive a meal allowance of twenty dollars (\$20.00) each for each twenty-four (24) hour period, or portion thereof. A portion will not be less than six (6) hours.

Section 27.7

All reasonable accommodation for sleeper drivers shall be paid by the Company; receipts shall be submitted and must be vouchered.

Section 27.8

Known expense monies will be paid in advance to a driver before the start of any international or domestic trip. The driver, upon return from the trip, must provide receipts for any expenses.

ARTICLE 28 - DETERMINATION OF MILEAGE

Section 28.1

Mileage shall be determined on the basis of the relevant Provincial or State mileage tables, from junction point to junction point plus actual miles within the trip distance before and beyond.

Section 28.2

If there are any runs for which there are continuing disputes as to proper mileage such runs shall be clocked for mileage by a representative of the Company and a representative of the Union.

ARTICLE 29 - WAGES AND RATES

Section 29.1

A premium of one dollar (\$1.00) per hour shall be paid to a driver for training another driver.

Section 29.2 (a) - Mileage Rates

Effective on date of Ratification employees are to receive a lump sum payment of \$400.00.

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	<u>Jan. 1/97</u> (cents)	<u>Jan. 1/98</u> (cents)	<u>Jan. 1/99</u> (cents)
Sleeper	41.38	41.88	42.88
Other	37.68	38.18	39.18
Trains	38.88	39.38	40.38

Sleeper Trains	42.76	43.26	44.26
Quad-Axles	38.18	38.68	39.68

Section 29.2 (b) - Hourly Rates

Drivers	\$17.19	\$17.44	\$17.94 <i>Base</i>
Loaders	\$17.19	\$17.44	\$17.94

Probationary Employee: One dollar (\$1.00) per hour under the appropriate **base rate** in each classification.

**However, if an employee still on probation is sent out on his own, he shall be paid the full mileage and/or hourly rate.**

Section 29.3

Where a tire is changed by a driver such driver will be paid a flat rate of thirty dollars (\$30.00) provided that if, in fact, such change occupies in excess of one (1) hour, the driver shall be paid for such excess at his applicable hourly rate. Where a tire is changed by a service garage or mobile service en route the driver will be paid at the regular hourly rate for the time involved.

Section 29.4

Drivers on sleeper operations will be paid based on applicable mileage and/or other rates for the trip and will divide such payment equally.

Section 29.5

Drivers on trains on an hourly rate within the 0 - 75 mile radius will be paid a premium of twenty-five cents (\$0.25) per hour. Drivers on quad-axle units on an hourly rate within the 0 - 75 mile radius will be paid a premium of ten cents (\$0.10) per hour.

Section 29.6

International Border Crossings will be paid at the regular hourly rate and shall receive a minimum of one-quarter (1/4) hour each way.

Section 29.7

Trips up to seventy-five (.75¢) one way miles will be paid at hourly work time rate, except where combination of hours and miles are greater. Trips over seventy-five (75) one way miles will be paid by the mile for driving and by the hour for loading and unloading. Trips in excess of seventy-five (75) miles one way which do not pay the equivalent of the hourly rate excluding meal and coffee breaks, shall be paid at the equivalent of the hourly rate.

Section 29.8

20-c  
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All time payments shall include loading and unloading, hooking up and dropping trailers, fuelling, terminal delays, breakdowns or other unavoidable delays such as delays due to, sleet, ice and snow. The driver must report same on his trip report and account for any claims for time payment. In respect of such claims the Company may, at its discretion, require drivers to sign a statutory declaration, having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, setting forth the causes to the best of their knowledge and belief for such breakdowns and/or delays.

Section 29.9

Drivers who return skids which are part of a load delivered or picked up at a customer's yard will be paid twenty-five cents (\$0.25) per skid, provided that the Company continues to be reimbursed for this incentive by the customer.

Section 29.10 - Cost of Living Allowance

(a) Scope

All regular employees on the seniority list shall be entitled to the Cost of Living Allowance as set forth in this Article.

(b) Index

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The amount of the Cost of Living Allowance as set forth in this Article will be determined in part 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 1991, unless otherwise mutually agreed upon by the parties.

(c) First (1st) Year

If during the first (1st) year of this Agreement, the Index increases by more than five per cent (5%) calculated on the basis of the difference between the Base Index figure for September 1996, and the Index figure for each month up to and including September 1997, THEN an additional one per cent (1%) increase in the Index over and above five per cent (5%) will provide a Cost of Living Allowance of ten cents (100)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 includes the last day of each such month.

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

(d) Second (2nd) Year

If during the second year (2nd) year of this Agreement the Index increases by more than five per cent (5%) calculated on the basis of the difference between the Bass Index figure for September 1997~~6~~ and the Index figure for each month up to and including September 1998~~7~~, THEN an additional one per cent (1%) increase in the Index over and above five per cent (5%) will provide a Cost of Living Allowance of ten cents (100) 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 includes the last day of each such month.

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

(e) Third (3rd) Year

If during the third (3rd) 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 1998~~7~~ and the Index figure for each month up to and including September 1999~~8~~ THEN an additional one per cent (1%) increase in the Index over and above five per cent (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 includes the last day of each such month.

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

(f) In the event that Statistics Canada does not issue the appropriate Index within the time required herein, any monies owing in Cost of Living Allowance shall be payable the first pay period following receipt of such Index. No adjustments, retroactive or otherwise, shall be made in the amount of Cost of Living Allowance due to any revision which may later be

made in the published figures for the Index for any month on the basis of which the Allowance shall have been determined.

(g) Cost of Living Allowance Fold-In:

(i) effective October 1st, 1996, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 29.10 (c) of the new collective agreements during each month up to and including September 1996, will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then 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.

(ii) effective October 1st, 1997, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 29.10 (d) of the new collective agreements during each month up to and including September 1997, will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then 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.

(iii) hourly Cost of Living Allowance rates which were paid pursuant to Section 29.10 (d) of the new collective agreements during each month up to and including September 1999, will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then 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 30 - HOURS OF WORK, OVERTIME CONDITIONS, MEAL PERIOD AND REST PERIOD**

**Section 30.1**

"Work Week" for the purpose of this Agreement shall mean the period from 12:01 a.m. Sunday to midnight Saturday.

*22 2/20*  
*34*  
*10 hrs*  
**Section 30.**

**Shuntmen and yardmen who are on an hourly rate will be paid time and one-half after eight (8) hours per day or forty (40) hours per week.**

**Section 30.3**

*40*  
**Senior employees will be given the first opportunity of overtime. Drivers will not be compelled to accept excessive overtime.**

**Section 30.4(a)**

All hours worked in excess of ten (10) per day or sixty (60) per week shall be paid at the rate of time and one-half (1 1/2) the employees regular basic hourly rate. Employees on a mileage rate shall receive their regular mileage rate plus one-half (1/2) the regular basic hourly rate for all hours worked in excess of ten (10) per day or sixty (60) per week. Overtime shall not be pyramided.

**Section 30.4(b)**

Meal breaks, coffee breaks and rest periods shall not be used in calculating overtime for drivers on a mileage rate or a combination of mileage and hourly rates.

**Section 30.4(c)**

All hours worked from 8:00 a.m. Saturday to 9:00 p.m. Sunday shall be paid at the overtime rate.

**Section 30.4(d) - Overtime Rate**

Employees on an hourly rate - one and-one-half (1 1/2) their basic hourly rate. Employees on a mileage rate - their mileage rate plus one-half their basic hourly rate.

**Section 30.5**

All hourly paid employees will be allowed a fifteen (15) minute coffee break in the first half shift and in the second half shift without loss of pay and an additional coffee break shall be allowed to all employees who are requested to work overtime at the end of

their regular shift before the commencement of overtime.

#### **ARTICLE 31 - PAP PERIOD**

##### **Section 31.1**

The interval between pay days shall be no longer than two (2) weeks. If the cut off data for time to be paid on any pay is changed at any time employees shall be given sixty (60) days notice of such proposed change and, in the event of such change, the Company shall allow any employee requesting it an advance up to the amount of wages due him less applicable deductions, to assist during the adjustment period.

##### **Section 31.2 - Pay Period**

Pay day shall be on Wednesday. Any shortage of pay less than One Hundred Dollars (\$100.00) will be paid through an advance, within twenty-four (24) hours, and accounted for in the next pay.

Any shortage of pay in excess of One Hundred Dollars (\$100.00) will be paid within twenty-four (24) hours or pay an employee for waiting. The correction will not be shown on the next week's pay period if it exceeds One Hundred Dollars (\$100.00).

#### **ARTICLE 32 - CHANGES TO TRIP REPORTS OR TIME CARDS**

##### **Section 32.1**

The employee shall receive a complete copy of each Bill of Lading for trip purposes, where possible, within three (3) days of completion of the trip.

##### **Section 32.2**

Where the Company employs five (5) or more employees, there shall be a time clock which shall be accessible to employees. An employee will have access to his current time card on request.

##### **Section 32.3**

If the Company changes a time card or trip report, the employee concerned must be notified in writing of the change as soon as possible but in any event not later than the pay day following.

#### **ARTICLE 33 - PAY SLIP INFORMATION**

##### **Section 33.1**

Where it is possible with the accounting equipment now in use, the Company agrees to show the number of miles and amount earned thereby, the number of regular hours worked and the amount earned

thereby and the number of overtime hours worked and the amount earned thereby. The Company practice of providing employees with detailed information will be continued.

**ARTICLE 34 - PENSION**

79 ✓  
coll. agreed.

Section 34.1

Effective July 1, 1980, the Company will implement a new pension plan entirely at its expense with provisions as agreed June 2, 1983, in Memorandum of Agreement.  $\frac{80}{1}$  ✓

810 - d.c. ✓  
no details

Effective January 1, 1983, the benefit for future service to be improved as previously agreed.

Effective January 1, 1986, the benefit for future service to be improved as previously agreed.

Effective January 1, 1987, vesting to be improved to two (2) years on a prospective basis.

$\frac{88}{24}$  ✓

Effective January 1, 1989 and applicable only to members of the Pension Plan who are active employees on the date of ratification:

The benefit for future service to be improved to \$40.00 per month, per year of service.

$\frac{84}{40.00}$  ✓

The past service benefit for the years 1986 to 1988 inclusive to be improved to \$32.00 per month, per year of service.

$\frac{82}{}$  ✓

The past service benefit for the years 1983 to 1985 inclusive to be improved to \$26.00 per month, per year of service.

k

The past service for the years 1993 to 1996 inclusive will be improved to \$42.00, including all future service from January 1, 1996 will be at \$42.00.

Effective April 12, 1992, employees receiving treatment and rehabilitation at the expense of a Workers' Compensation authority will be entitled to credited service for Pension purposes as per the provisions of the Canada Labour Code.

Section 34.2

A booklet outlining the details of the Pension Plan shall be provided to all employees.

ba

**ARTICLE 35 - HEALTH AND WELFARE**

*70J ✓ 76G ✓ see Benefit Plans in Pension file*

**Section 35.1**

The Company agrees to pay the full cost of the Ontario Health Services Insurance Plan.

**Section 35.2**

The Company agrees to maintain at its expense a health and welfare program on terms previously discussed with the Union. The Company undertakes to forthwith provide employees with full particulars of the coverage to be provided in such program.

Improvements to the program to be implemented on April 21, 1996 as agreed April 17, 1996, in Memorandum of Agreement.

**Section 35.3**

A booklet outlining the details of the Health and Welfare program shall be provided to all employees.

**ARTICLE 36 - VACATION**

**Section 36.1**

All employees with less than one (1) year of employment with the Company shall receive vacation pay in accordance with the Federal Labour standards Code.

**Section 36.2**

Upon completion of continuous employment with the Company for the number of years hereafter listed, vacation pay shall be paid on the basis of the percentage of gross earnings accrued since the last vacation period as follows:

*✓  
54*

- (a) At any time after one (1) year four per cent - 4%
  - (b) At any time after five (5) years six per cent - 6%
  - (c) At any time after ten (10) years eight per cent - 8%
  - (d) At any time after eighteen (18) years ten per cent - 10%
  - (e) At any time after twenty (20) years twelve per cent - 12%
- 01 - 02  
05 - 03  
10 - 04  
18 - 05  
20 - 06*

**Section 36.3**

Employees shall be granted vacation time off on the basis that each two per cent (2%) vacation pay entitles them to one (1) week's vacation time.

*↗*

Section 36.4

Vacation pay shall be computed on an employee's gross earnings for the year and shall be paid him in equal instalments on the 15th day of June and the 15th day of December in each year. Vacation pay will be paid by separate cheque.

Section 36.5

If an employee's employment is terminated for any reason whatsoever he will be paid his accumulated vacation credits.

Section 36.6

It is compulsory that each employee must take vacations during the period from April 1 to March 31; it shall not be accumulated from one (1) year to another. Vacation time taken will not be less than one (1) week at a time.

Section 36.7

The choice of vacation period shall be according to seniority providing it does not conflict with Management's obligation to maintain an efficient working force. Employees, by seniority, shall be given the opportunity to book up to three (3) consecutive weeks vacation at one time provided the number of employees off at any one time does not exceed fifteen per cent (15%) of the employees at a branch. No employee shall be granted more than three (3) weeks' vacation during the months of July and August.

Section 36.8

Employees on vacation or whose vacation is scheduled may not be compelled to return to work during their scheduled vacation period.

Section 36.9

There shall be a vacation list posted no later than March 1st each year for preference of vacation time and it will be completed by March 30th and posted. This may be varied by mutual agreement between the Company and the Local Union.

**ARTICLE 37 - GENERAL HOLIDAYS**

Section 37.1 (a)

The following General Holidays shall be observed:

New Year's day  
Good Friday  
Victoria Day  
Canada Day,

Thanksgiving Pay  
The Day Before Christmas  
Christmas Day  
Boxing Day

53 ✓  
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Civic Holiday

Labour Day

Where such holiday falls upon a Saturday or Sunday, it shall be considered to fall upon the day upon which it is generally recognized by the community. If such day is on a Saturday or Sunday, employees will simply be paid for such day as a paid Holiday as hereinafter set out.

**Section 37.1 (b)**

*fl Holiday*

Effective January 1, 1981, an annual personal floating holiday will be added. Such floating holiday to be scheduled by mutual agreement at least twenty-four (24) hours in advance.

**Section 37.2**

The basis for payment for a General Holiday shall be ten (10) hours for drivers and eight (8) hours for maintenance employees at the appropriate hourly rate provided that to be entitled to payment for such holiday an employees:

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

**Section 37.3**

Senior employees shall be offered the first opportunity to work on General Holidays where Holiday work is required; however, they shall have the right to decline such work. If the Company cannot obtain sufficient employees to do such work voluntarily it shall have the right to assign such work in inverse order of seniority. If the Company does have to assign such work in inverse order of seniority, the Company must tell the employees that he is being phoned for the first time and that they will be assigning the work on the inverse order of seniority.

**Section 37.4**

A General Holiday shall be deemed to span the period between 12:01 a.m. to 12:00 midnight on the day of such Holiday.

Section 37.5

All employees on duty on a General Holiday shall be paid their regular mileage rate or hourly rate whichever is applicable for the work performed, and in addition shall receive one-half (1/2) the appropriate hourly rate for all hours worked on the Holiday in addition to the Holiday pay they are eligible to receive.

Section 37.6

Where any of the General Holidays fall within an employee's annual vacation he shall be paid for such holiday in addition to his annual vacation pay and he will be given another day off at his option at the beginning or end of his vacation.

section 37.7

Dispatches shall be arranged so all drivers will be back in their home terminal and off-duty at 6:00 p.m., December 24th and December 31st. However, this does not prevent the Company in case of emergency to move a load if a driver, in line with his seniority is willing to accept a dispatch which will bring him back to his home terminal after 6:00 p.m., on December 24th or 31st.

Section 37.8

For all General Holidays, all drivers shall be entitled to thirty-six (36) clear hours off duty from the completion of his shift on the eve of the day of such Holidays. A driver refusing to work which would not comply with the above conditions will not have any claim in respect of a trip or trips he has refused.

38 - LEAVE OF ABSENCE

Section 38.1

Leave of absence in excess of ninety (90) calendar days or an extension to an existing leave that will exceed in total ninety (90) calendar days will not be granted until a request for the same is submitted in writing to both the Union and the Company and is mutually agreed upon by the parties hereto,

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Section 38.2

The Company agrees to grant employees an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours' notice by the employee.

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**ARTICLE 39 - BEREAVEMENT LEAVE**

**Section 39.1**

In the event of a death in the immediate family (father, mother, wife, son, daughter, sister, brother, step-parents, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren) an employee will be given the necessary time off and will be paid three (3) days' pay at the applicable rate providing 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, without pay, will be granted. For the purpose of this Article, ten (10) hours for drivers and eight (8) hours for maintenance employees shall constitute a day's pay.

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**ARTICLE 40 - VOTING TIME OFF**

**Section 40.1**

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

**ARTICLE 41 - JURY DUTY**

**Section 41.1**

If an employee is called for Jury Duty or as a Crown Witness or as a witness in the Company's defence on his normal working day the Company agrees to pay the equivalent of a ten (10) hour day for drivers and an eight (8) hour day for maintenance employees at straight time less the amount received for jury duty pay or Crown witness pay.

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**ARTICLE 42 - RECEIPT**

**Section 42.1**

All employees must be given dated receipts for all monies turned into the Company.

**ARTICLE 43 - CREDIT UNIONS**

**Section 43.1**

When a majority of the employees of the Company advise that they wish to establish or participate in a Credit Union, the Company will make the appropriate deductions from the pay of the participating employees as they direct, and will forward such monies deducted to the Credit Union selected. It is understood that these provisions will only apply to one Credit Union.



## ARTICLE 44

### EX

#### Section 44.1

Any request by the Company that an employee undergo medical examination shall be promptly complied with by such employee provided, however, that the Company shall pay the cost of any such examination. The employee shall have the right to select his own medical examiner or physician. The Company may have such employee re-examined at the Company's expense by a physician of its choice, providing there is justification.

#### Section 44.2

When a medical examination is required by the Company or by legislation the employee involved shall be paid a flat rate of fifteen dollars (\$15.00) for the time spent taking such examination and he shall receive three (3) days notice prior to the time set for such examination.

#### Section 44.3

The result of any such medical examination shall be kept strictly confidential and shall be made available to the employee concerned.

#### Section 44.4

No employee shall be required to take a medical examination on a Saturday, Sunday, General Holiday or Annual Vacation unless he so requests and does so voluntarily.

#### Section 44.5

Medical requirements applied by the Company shall not exceed those applied by the Department of Transport or I.C.C. whichever is applicable for the job the driver is to do, as it relates to drivers' licenses.

#### Section 44.6

Any employee cleared to return to work by his doctor and the Company doctor who has had to wait for the examination by the Company doctor shall be paid for all lost time to which he would be entitled.

**ARTICLE 45 - CLOTHING AND EQUIPMENT**

**section 45.1**

- (a) The Company agrees to supply drivers with all necessary safety equipment required by the Company, Government Agency, or the customer e.g.;

hearing protection  
hearing protection to fit hard hats, if requested  
safety gloves (lined or unlined)  
acid suits (neoprene 2 piece suits or better quality)  
hard hats and liners  
gas mask or respirator  
goggles  
safety rubber boots and foot protectors  
safety face shield  
vapour-proof flashlight and batteries

All of the above of a size to fit the driver and maintained in proper condition.

- (b) When required by the Company, Government agency, or the customer, the Company will provide drivers with one (1) pair of safety shoes par year.
- (c) The Company will supply drivers with all necessary tools and equipment required for the job.

**Section 45.2 - Shuntmen**

Where working conditions dictate, the Company shall issue one (1) pair of coveralls per work day to shuntmen.

**Section 45.3 - Shop Employees**

- (a) Where working conditions dictate, the Company shall issue one (1) pair of coveralls per work day to shop employees.
- (b) The Company will provide individual parkas for each employee when required to work outside.
- (c) The Company will provide one (1) pair of safety shoes per year as required.
- (d) It is agreed that employees handling hazardous material shall be supplied by the Company with all necessary equipment to protect the employee's person e.g.;

hearing protection  
rubber boots and clothing  
goggles

safety gloves  
vapour-proof flashlight and batteries.

No employee shall be compelled to wear hard hats or safety glasses that have been used by other persons unless these items have been properly sterilized.

- (e) Maintenance shops will be provided with adequate exhaust systems that will remove exhaust fumes and welding fumes.

**Section 45.4 - All Employees**

- (a) Employees requested to work in a terminal yard in inclement weather shall be supplied with adequate rainwear.
- (b) Employees shall not be required to contribute financially to off-set any claim for loss or damage to units or equipment.
- (c) In the event an employee's clothing, personal effects or eyeglasses are damaged or destroyed, through no fault of his own, as a result of cleaning solvents or a mechanical failure of Company equipment, the Company shall replace such damaged goods or reimburse the employee for the full loss sustained.

**Section 45.5**

The Company will not require employees to work under hazardous conditions or conditions contrary to any safety statutes or regulations. 64 ✓  
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**Section 45.6**

The above equipment will be made accessible to employees on all shifts.

**ARTICLE 46 - INJURY TO EMPLOYEE**

**Section 46.1**

If an employee sustains an accident occasioning personal injury after starting work incapacitating him from carrying out his duties, he shall be paid a full day's wages for the day of his injury providing he is not receiving compensation for that day and the Company shall supply at its expense transportation for him to a hospital or a doctor and thence to his residence.

**ARTICLE 47 - USE OF PRIVATE TRANSPORT**

**Section 47.1**

If the Company requests the employee to use his private transport to and from other than his home terminal, and he agrees to the use

of his private vehicle, he shall be paid forty cents (40¢) per mile for all miles travelled in excess of his normal distance to and from work.

#### ARTICLE 48 - UNIFORMS

##### Section 48.1

When an employee purchases a uniform or part thereof, the Company will contribute the first one hundred and twenty-five dollars (\$125.00) towards this purchase annually. Effective January 1, 1990, this amount will be one hundred and thirty dollars (\$130.00) and effective January 1, 1991 this amount will be one hundred and thirty-five dollars (\$135.00). Employees may avail themselves of weekly payroll deductions to pay their share of the cost. Such deductions not to be more than ten dollars (\$10.00) per day.

##### Section 48.2

In the event that the Company makes the wearing of any portion of a uniform or the whole of a uniform compulsory, it shall pay the full cost of such portion of such uniform.

##### Section 48.3

All such uniforms purchased shall become the property of the employee; however, should an employee leave the Company prior to paying his share of any uniform cost or before he has acquired six (6) months' seniority, the full cost of the uniform shall become immediately due and payable to the Company and may be deducted from any money owing to him. No employee shall be required to wear a uniform that does not bear the Union label.

##### Section 48.4

Employees shall be made aware of the total cost of his uniform by way of a statement.

#### ARTICLE 49 - COMPANY MEETINGS

##### Section 49.1

The Company agrees to pay the regular straight time hourly rate to all employees for time spent at any meetings, including safety information and lectures which the Company compels them to attend.

Weekend meetings will be minimized whenever possible and payment for weekend meetings will be a minimum of three (3) hours at the regular straight time hourly rate.

**ARTICLE 50 - LOCKERS**

**Section 50.1**

The Company agrees to provide lockers for employees.

**ARTICLE 51 - BULLETIN BOARDS**

**section 51.1**

The Company agrees to permit posting of any notices of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose at each terminal.

**ARTICLE 52 - EQUIPMENT**

**Section 52.1**

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

**Section 52.2**

It shall be the duty of employees to report promptly in writing to the Company all defects in equipment.

**Section 52.3**

It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's regulations.

**Section 52.4**

It shall not be a violation of this Agreement for an employee to refuse to operate equipment due to such equipment being unsafe unless such refusal is not justified by the facts. 64 ✓

**Section 52.5**

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

**Section 52.6**

It is agreed between the Union and the Company having regard for safety and the employee's health factor, that all power units will have adequate heaters, windshield wipers and washers and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab, the Company will make

the necessary alterations to retain adequate heat. Cabs shall be properly maintained. On all new equipment windshield washers shall be electrically operated and adequate washer fluid provided by the Company.

#### Section 52.7

The Company shall maintain speedometers or speed recording devices in reasonably accurate condition.

#### Section 52.8

The Company shall not compel any employee to operate a vehicle in violation of any Provincial or Federal Statutes or regulations.

#### Section 52.9

The Company agrees to have installed air conditioning units, AM/FM radios and CB plugs on all new equipment.

All current power equipment provided with the above will be maintained. Necessary repairs will be made within seven (7) days.

#### Section 52.10

It is agreed that Driver's Equipment Reports shall be supplied for the drivers on which to report safety related defects in equipment with sufficient copies so that one (1) copy can be provided the driver.

The repairman or a Company representative will sign this report when required repair work is completed. One (1) copy of this Report shall then be placed in the power unit.

Before operating such equipment, the driver will satisfy himself the equipment is in safe operating condition, review and sign the last report to acknowledge his review and that there is a certification the required repairs have been performed.

Once a driver's equipment report has been submitted, the equipment shall be identified as "out of service" and shall not be returned to service until the required repair work has been completed.

### ARTICLE 53 - BONDING

#### Section 53.1

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within thirty (30) days, it must so notify the employee in writing. Failure to so notify shall

relieve the employee of the bonding requirement, If the proper notice is given, an employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee, Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause for discharge. If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond.

#### ARTICLE 54 - MAINTENANCE OF STANDARDS

##### Section 54.1

Every employee who is subject to provisions of the within Agreement shall be entitled to the highest standard respecting his condition of employment as hereunder set forth to the extent that such standards were in effect at the date of execution of the within Agreement.

#### ARTICLE 55 - MISCELLANEOUS

##### Section 55.1

The Company shall provide for use by the employees for car parking an area designated for that purpose on the premises of the Company.

##### Section 55.2

The Company agrees to provide and maintain, clean, sanitary and adequate appointments with respect to lunchrooms and washrooms. All rooms shall be provided with adequate heat and fire exits as required by law.

##### Section 55.3

When a new branch is opened, employees from existing branches will be given an opportunity to transfer to the new branch. Should such new branch close or have a layoff, only the laid off employee shall have an opportunity to return to the branch of established seniority.

##### Section 55.4

When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties hereto.

In the event of failure to arrive at an agreement on such rates, the matter shall then become the subject of a written grievance and shall be dealt with in accordance with the Grievance and Arbitration Procedures set out in this Agreement. The Arbitration Board shall not, however, be empowered to make any award retroactive beyond the date of the written grievance referred to above.

ARTICLE 56 - SAFETY COMMITTEE

Section 56.1

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In the event that a Safety Committee is required by the applicable Federal legislation, the Company will establish such a Committee and pay participating employees at the regular hourly rate of pay for the time required.

ARTICLE 57 - LEGISLATIVE CHANGES

Section 57.1

In the event of legislation being enacted subsequent to the signing of this Agreement, invalidating all or any part of any Article of this Agreement, only the affected section of this Agreement shall be rendered null and void.

ARTICLE 58 - ALLOCATION AND HOURS OF WORK  
FOR MAINTENANCE EMPLOYEES

Section 58.1

Semi-annually in the months of January and July, all shop 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.

Section 58.2

All hours worked from 8:00 a.m. Saturday to 9:00 p.m. Sunday shall be paid at the overtime rate.

Section 58.3

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40 hrs

The normal work day shall be eight (8) hours in any one (1) day and the normal work week shall be forty (40) hours. All hours worked at the hourly rate in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the overtime rate of one and one-half (1 1/2) times the regular rates of pay.



Section 58.4

Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel who normally perform the work in the following manner:

- (a) to the senior available employee on duty who is willing to perform such work;
- (b) when no one is available under (a) above or in the event additional employees are required, overtime will be offered on the basis of seniority to employees on the next available shift who are willing to perform the work;
- (c) when no one is available under (a) or (b) or in the event additional personnel are required, off duty employees will be called in order of seniority, provided they are willing to perform the work.

Section 58.5 - Call-In

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Employees covered by this Agreement called in for work shall be guaranteed not less than eight (8) hours' pay. On Saturday the guarantee shall be four (4) hours.

Section 58.6 - Overtime in a Week In Which a  
General Holiday Occurs

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays as outlined in Article 37. All time worked on a General Holiday shall be paid at one and one-half (1 1/2) times the regular rate, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 58.7

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When maintenance employees are on layoff, the Company will not contract out Mechanical work on Company owned equipment which is normally done by present maintenance personnel, except when facilities, equipment or qualified employees are not available or where warranty repairs are involved.

Section 58.8

Wages and Rates

(a) Employees hired prior to July 6, 1980:

<u>Hourly Rates</u>	<u>Jan.1/97</u>	<u>Jan.1/98</u>	<u>Jan.1/99</u>
Skilled	\$19.78	\$20.03	\$20.53
Semi-Skilled	\$17.63	\$17.88	\$18.38
Other Shop and Wash	\$17.20	\$17.45	\$17.95

(b) Employees hired after July 6, 1980:

Group 1	\$19.78	\$20.03	\$20.53
Licensed Class A Mechanic			
Licensed Class A Welder			
Group 2	\$17.63	\$17.88	\$18.38
Licensed Trailer Mechanic			
Group 3	\$17.20	\$17.45	\$17.95
Mechanic's Helper			
Washrack Technician			
Group 4	\$16.73	\$16.98	\$17.48
Junior Washrack Technician (less than 24 months)			
Labourer			

Notwithstanding the above classifications, employees who are currently being paid in a higher classification will be red-circled and will not be reduced to a lower classification except in the case of a layoff bumping situation.

- (c) Probationary employee: one dollar (\$1.00) per hour under the appropriate base rate in each classification.
- (d) Lead Hands shall be paid a premium of fifty cents (\$.50) per hour.

Section 58.9 - Shift Premium

Shop employees working on a shift other than a regular day shift shall be paid a premium of one dollar (\$1.00) per hour over their regular rate for all hours worked.

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\$1.00 #/hr ✓

Section 58.10

The Company shall establish regular shifts, which shall not be changed without giving the employee or employees affected three (3) working days notice.

Section 58.11

Where maintenance men or mechanics are required to make a road call and providing calls involve a period during which he would normally eat a meal at home, he shall be allowed seven dollars and fifty cents (\$7.50) to offset the expense of an emergency cell.

Section 58.12

The Company agrees to pay a three hundred and fifty dollar (\$350.00) tool allowance annually to each skilled and semi-skilled shop employee utilizing his own tools. This allowance will be made in two equal payments of one hundred and seventy-five dollars (\$175.00) each on the first pay period in January and July.

Where metric tools are required in the course of a maintenance employee's work, the company must meet with the Union to negotiate equitable compensation for the cost involved.

Section 58.13 - Tool Insurance

The Company will provide insurance coverage for loss of mechanics' tools taken from the 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 under the Clause the mechanic must have filed annually an inventory of approved tools with the Company.

Section 58.14

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All apprentices will be covered by the collective agreement and paid in accordance with the Ontario Apprenticeship Act. Benefits will continue while the apprentice is attending trade school.

Section 58.15

When a shortage of work exists, an employee will be given a minimum of six (6) hours notice or pay in lieu of, prior to the start of his shift that he will not be required for work.

**ARTICLE 59 - CONCORD PARD LOADERS**

**Section 59.1**

The Company recognises the unique nature and **special** skills of the loaders working at **CargoFlo** in Concord, and proposes to put them **under** a separate **Section of the Agreement**, subject to the following conditions:

- a) Hourly rates of pay will be **as** outlined in **Section 29.2 (b) of the Collective Agreement**.
- b) **Overtime is to be paid at the rate of one and one-half times the regular hourly rate after:**
  - eight **(8)** hours in any **one** day or
  - forty **(40)** hours in any **one** week
- c) **For the purpose of work allocation, shifts are to be bid bi-annually according to the following criteria:**
  - 1) fixed shifts
  - 2) rotating shifts
- d) **There will be a maximum of one lead hand per shift, as selected by the Company, who will be responsible for a list of duties that will be supplied by the Company. The duty list may change according to different requirements of the Company or our customer.**

1o loader **is** required to **accept** the duties of lead hand.

A premium of fifty cents per hour is payable to the lead hand.
- e) **All required safety equipment will be provided by the Company including hard hats, hearing protection (attached hard hats) safety glasses/goggles, acid suits, respirators, face shields, rubber gloves and overboots.**
- f) **An allowance of \$125.00 per year will be available for approved work boots because of excessive wear of same.**
- g) **Coveralls will be provided and cleaned by the Company-one per day per loader.**
- h) **Winter jackets or coveralls will be provided to each loader once per year.**
- i) **All tools required for the safe performance of loading duties will be provided by the Company.**

- j) Work gloves will be provided based on proven need:  
-Winter (leather)  
-~~Summer~~ (leather)  
-Safety (rubber-type)
- k) Bumping between loaders, drivers or mechanics is not allowed.

60 . DURATION AND 1

Section 60.1

All terms and provisions of the within Agreement shall become effective as of April 21, 1996. All terms and provisions of the within Agreement shall remain in full force and effect up to and including the 31st day of December, 1999, and from year to year thereafter unless either party gives notice of its desire to terminate the Agreement. Such notice shall be given not less than thirty (30) days and not more than ninety (90) days prior to the termination date of this Agreement. ✱

Section 60.2

The party giving notice of desire to negotiate revisions to this Agreement shall include two (2) copies of proposed revisions. Negotiations shall commence within thirty (30) days of the receipt of such notice.

Section 60.3

It is agreed that this Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns and supersedes previous Agreement.

DATED AT THE CITY OF Orville, IN THE PROVINCE OF **ONTARIO**, THIS  
4 M Y OF October 1996.

**THE EASTERN CANADA COUNCIL  
OF TEAMSTERS, ACTING ON  
BEHALF OF TEAMSTERS LOCAL  
UNIONS 91, 141, 880 AND 938**

**MUNICIPAL TANK LINES  
LIMITED**

*R. Will* (938)  
*[Signature]* (880)  
*[Signature]* (141)  
*[Signature]* (91)

*[Signature]*