

COLLECTIVE AGREEMENT

between

**HUTTON TRANSPORT LIMITED
DRIVERS**

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
& HELPERS OF AMERICA, LOCAL 141**
affiliated with the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen
& Helpers of America

and

TEAMSTERS LOCAL UNION 938
affiliated with the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen
& Helpers of America

Expiry: September 30th, 1997

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ARTICLE 1

PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

The Company does hereby recognize the Union as the exclusive bargaining agent for all employees employed by the Company within the Union's jurisdiction in Ontario save and except **supervisors**, those above the rank of supervisor, **sales** staff, **office** staff, security guards and **office** janitors.

Section 1.2 - Date of Application

All terms and conditions of this Agreement will apply effective **OCTOBER 31, 1993.**

Section 1.3 - Section Headings

The Section Headings shall be used for the purpose of reference only and may not be used as **an** aid to the interpretation of this Agreement

ARTICLE 2

UNION SECURITY

Section 2.1 - Maintenance of Membership

It is agreed that all Union members shall **maintain** their Union membership in good standing for the duration of this Agreement as a condition of employment.

Section 2.2 - Union Dues Authorization

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

Section 2.3 - Initiation Fee Deductions

All employees hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the **Local** Union's Initiation Fees in instalments of twenty-five

dollars (**\$25.00**) per week after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. 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) - Monthly Deduction of Union Dues

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** checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union. In the case of an employee **on** Workers' Compensation, the checkoff list shall indicate that such employee is on "W.C.B."

Section 2.4 (b) - Deduction of Arrears Items

The Union will notify the Company in writing of any arrears in dues caused for any **reason** or any arrears in initiation or re-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 not more than the equivalent of one month's dues at the appropriate Local Union's rate. **The** Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.

Section 2.4 (c) - Checkoff Lists

The Union checkoff form may be
i) a Union provided form,

- ii) a pre-billing method which shall provide a column for “Dues”, “Arrears in Dues”, “Initiation” and “Re-Initiation Fees”.

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

Section **2.4 (d) - Forms to be Signed by New Employees**

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, and Dues Deduction Authorization **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 Applications for Membership Forms are returned **to** the Union. All forms shall be returned to the Union within seven (**7**)days from the date of hire.

Section **2.4 (e) - Scope of **Union** Dues Deductions**

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted **from** his final pay cheque.

Section **2.4 (9) - Submission of Checkoff**

The checkoff and cheques for the Union dues deducted must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted.

Section **2.4 (g) - T4 Slips**

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

Section 2.4 (h)

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

ARTICLE 3

MANAGEMENT FUNCTIONS

Section 3.1 - Management Functions

The Union recognizes that the Company has the right to manage **the** business, to exercise all the prerogatives of management, and without affecting the generality of the foregoing, it **has** the right to determine the size of and direct the work force, to extend or curtail operations, and to hire 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 employees for just cause.

Section 3.2 - Right of Employees

The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4

Section 4.0 - Right of Access for Union Representatives

Representatives 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 operation of the Company.

ARTICLE 5

INTENT AND PURPOSE

Section 5.1 - Intent and Purpose

The intent and purpose of this Agreement shall be to promote

and improve industrial and economic relations in the Industry, to establish and maintain discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment which will 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 goodwill and friendly relations and better understanding between the parties.

ARTICLE 6 STEWARDS

Section 6.1 • Right of Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint one (1) Steward for highway drivers and (1) steward for city employees, and if operations are such as cannot be covered by these Stewards, additional Stewards may be appointed.

Section 6.2 (a) • Pay ~~For~~ Processing Grievances During Working Hours

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

Section 6.2 (b) • Pay for Processing Grievances After Working Hours

If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his regular rate of pay 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.

Section 6.2 (c) - Limitation in Payment of Steward

The provisions as outlined in Section 6.2 (b) are not subject to daily call-in guarantee as outlined in Section 22.3 (c), Section 23.2 (m) or Section 23.2 (n) or the overtime provisions as outlined in Section 22.2 (e), Section 22.3 (a) or Section 23.2 (g). In no case shall payment to the Steward for time used in processing a grievance be extended beyond Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.2 (d) - Steward's Duties

Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.3 - Names and Changes of Steward

The Union will inform the Company in writing of the name of the Steward and of 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 6.4 - Suspension or Discharge of a Steward

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

Section 6.5 - Steward's Seniority for Work

For the purpose of layoff and the day to day allocation of work within the department, the Steward shall enjoy his own seniority or that of the last man called in (excluding the senior man). 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 6.6 - Trip Sheets and Time Cards

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant trip

sheets, time cards and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within three (3) working days.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Section 7.1 • What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the 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.

Section 7.2 • Grievance Procedure

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

Section 7.2 (a) • Step 1 • Branch Manager or Designate

By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Pension, or the monies accruing from the Cost of Living Allowance, where such premiums, contributions or allowances have not been paid in line with the 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 9. The grievor shall be accompanied by a Union Steward

and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

Section 7.2 (b) - Step 2 - General Manager or Designate

Failing settlement at the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The General Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

Section 7.2 (c) - Step 3

Should the parties fail to reach satisfactory settlement in the preceding steps, the grieving party must, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Section 7.5.

Section 7.3 - Procedure for Union or Company Grievance

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 General 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 may be submitted to a Board of Arbitration as outlined in Section 7.2 (c).

Section 7.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspensions 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 Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 7.5 - Procedure for Arbitration

It **shall** be the responsibility of the party desiring arbitration to **so** inform the other party in writing in the case of:

- a) an employee grievance within fourteen (**14**) calendar days after the General Manager or his designate has rendered a decision or failed to render a decision as provided for in Section 7.2 (**b**);
- b) a Company grievance within fourteen (**14**) calendar days after the meeting with the Union representative;
- c) a Union grievance within fourteen (**14**) calendar days after the meeting with the Company's representative.

Section 7.5 (a)

Unless otherwise agreed in accordance with Section 7.5 (**b**), a notice of intent to arbitrate under the foregoing provisions shall contain the name of the aggrieved party's nominee to the Board of Arbitration and within seven (**7**) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairperson shall be appointed by the respective nominees. Should either party fail to name their nominee within the required seven (**7**) calendar days or should the nominees fail **to** select a Chairperson within thirty (**30**) calendar days from the date of their appointment, either party **or** their nominee shall request the Provincial or Federal Minister of Labour to make the appropriate appointment.

Section 7.5 (b)

Within seven (**7**) calendar days of receipt of the notice of intent to arbitrate under Section 7.5 the parties may mutually agree in writing **to** arbitration by **a** one person Board of Arbitration. Should the parties fail **to** appoint a one 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 7.6 - Extension of Time Limits

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 7.7 - Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter ~~or~~ change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions 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 7.8 - Expenses of Board Members

The parties will equally bear the fees and the expenses of the Chairperson of the Board of Arbitration. If applicable, each party will bear the fees and expenses of its nominee to the Board of Arbitration.

Section 7.9 - Responsibility for Payment

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

Section 7.10 - Payment of Settled Monetary Grievance

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 7.11 • Right of Employee to be Accompanied
by a Union Official**

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 Representative.

**Section 7.12 • Right of Union when Grievances Are
Settled or Withdrawn**

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 8

STRIKES, LOCKOUTS AND PICKET LINES

Section 8.1 - Strikes and Lockouts

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 8.2 - Picket Lines

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

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Section 8.3

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

Section 8.4

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

Section 8.5

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 9 SENIORITY

Section 9.1 - Terminal Seniority

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 9.2 - Purpose of Seniority

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

Section 9.2 (a)

In the event of a layoff, the Company shall consider:

- 1) the seniority of the employees;
- 2) the qualifications of the employees, where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

Section 9.2 (b) - Test to Determine Qualifications

In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.

Section 9.2 (c) - Definition and Regulations for Layoff

A layoff for an employee shall be considered as two (2) consecutive days of no work within his department at which time the employee will be notified if there are junior men working in another department and the employee may exercise his seniority

and move into whatever department his seniority entitles him to and, after seven (7) days, he must exercise his seniority.

Section 9.2 (d) - Temporary Nature of Layoff

Such moves **shall** be considered temporary and lasting only until such time as the work force requirements for the foreseeable are returned **to** normal.

Any employee who exercises his seniority as provided for in Section 9.2 (c), who subsequently returns to his original department may, during the remaining **term** of the annual job bid, be permitted to exercise his seniority after any further period of one **(1)** day of no work.

Section 9.2 (e) - Continued Loss of Work

If a continued loss of work days exists for such employee(s) through shortage of work within any department or, in the case of a pending layoff, the Company or the Union may request a meeting to discuss alternate work for such employee(s).

Section 9.2 (f) - Retention of Terminal Seniority

During Layoff

Any employee who is forced to move under the preceding condition shall retain his terminal seniority for all purposes except that as long as there is available work he shall not interfere with bid runs or Special Operations within his new department.

Section 9.3 - Posting of Seniority List

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 the Business Representative. 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 September each year.

Section 9.4 - Probationary Periods

90 Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for ninety (90) calendar days during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the ninetieth (90th) calendar day, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his probationary period.

Section 9.5 - Retention of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of one hundred and eighty (180) calendar days 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 employee 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 this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

Section 9.6 - Reasons for Termination of Employment

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 Agreement;
- c) if an employee has been laid off and not employed elsewhere and has ~~refused~~ to return to work within ~~twenty-~~four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered

mail to his last **known** address to return to work and he will be allowed **no** more than seven (**7**) consecutive days from the date of notification to report for duty;

- d) if he takes employment other than that declared and agreed upon when applying for a leave of absence;
- e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- f) if any employee is laid off and not recalled for a period extending beyond twenty-four (**24**) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.

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Section 9.7 - Leave of Absence Provision

A leave of absence in excess of thirty (**30**) calendar days or an extension to an existing leave that will exceed in 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 9.8 - Provisions for Retention of Employee's Seniority During Sickness or Injury

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. 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 9.9 - Political Office

Any employee who is elected to a full time Municipal, Provincial or Federal government office shall be granted a leave of absence in order to allow him to fulfill his elected duties.

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ARTICLE 10

COMPLETE OR PARTIAL CLOSURE OF TERMINAL OR OPERATION AND ESTABLISHMENT OF NEW TERMINALS

Section 10.1 - Complete Closure

In the event of a complete closure of a terminal or other place of business where separate seniority is maintained and where the work is moved to another terminal(s) 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 effected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the terminal to which the work is being moved. Any employee who is laid off as a result of the complete closure, will be given sixty (60) days notice of such layoff or pay in lieu thereof.

Section 10.2 - Procedure for Partial Closure

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

- a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the terminal from which the work is moved:
- b) failing agreement under Section 10.2 (a), employees affected in the department shall have an opportunity of moving with the work or exercising their seniority within their own terminal. If any of these employees elect to exercise their seniority and bump into other work within their own terminal and as a result anyone in that terminal is subject to layoff then, if work is available in the terminal to which the work is being moved, 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 10.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 10.1 or 10.2 will retain their seniority at the terminal from which they have moved and in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original terminal.

Section 10.4 - Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Section 10.1 or 10.2 for a period of three (3) months from the date of the move or until the date of the next Annual Job Bid whichever comes first.

Section 10.5 - Dovetailing of Seniority for Employees Moving

Employees moving under the conditions of Section 10.1 or 10.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

Section 10.6 - New Terminal or Operation

In the event the Company establishes a new terminal or operation at a different location within a town or city in which the Company already has a terminal or operation, the Company and

the Union will meet and establish procedures which will protect the seniority of employees at the original and new terminal. Such procedures will be reduced to writing.

ARTICLE 11

MERGERS

Section 11.1 - Mergers

If the Company acquires by way of purchase or in any other manner the business or undertaking of any other employer and such operations are merged, the seniority of all active employees will be dovetailed including those employees who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the employees after the merger, layoff will commence at the bottom of the dovetailed active seniority list, and such employees will remain on the active seniority list for the purpose of recall.

Section 11.2

In the event that any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees who are laid off will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees preference will be given, subject to the recall provisions of Article 9, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article his original seniority will be dovetailed with the seniority of the active employees.

Section 11.3

In the event that the preceding Sections in the opinion of either Party shall fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by agreement between the successor Company and the Local

Union(s) concerned. If mutual agreement is not reached the conditions outlined in Sections 11.1 and 11.2 will apply.

ARTICLE 12

LEAVE OF ABSENCE FROM WORK WITH THE TEAMSTERS UNION

Section 12.1 - Leave of Absence for Employees to Work with the Teamsters Union

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

ARTICLE 13 EQUIPMENT

Section 13.1 (a) - Vehicle Safety

It is to the mutual advantage of both the Company and the employee 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 13.1 (b) - Duty of Employees to Report Defects

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

Section 13.1 (c) - Duty of Company to Maintain Vehicles in a Safe Condition

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 13.1 (d) - Responsibility of Company to Maintain Vehicles

The maintenance of equipment in sound operating condition is

not only a function, but a responsibility of the Company.

Section 13.1 (e) - Right of Company to Determine Condition

The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.

Section 13.1 (f) - Right of Employees to Refuse Unsafe Equipment

64/ It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 13.2 - Responsibility of Drivers for Damage While Pushing or Towing a Vehicle

Drivers will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by the Company, unless the employee has been proven negligent.

Section 13.3 - Equipment on Power Units

- a) It is agreed between the Union and the Company having regard for the safety and the driver'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. Defective windshield washers shall not be classified as a breakdown. Windshield wipers are to be kept in proper working order at all times and cabs are to be weatherproof. All equipment shall be equipped with west coast mirrors.
- b) All new city and highway tractors will have handbraking control valves installed at time of delivery.

Section 13.4 - Speedometers

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

Section 13.5 - Bad Order Forms

It is agreed that bad order forms shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one can be held available for the driver and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A bad order form when made out by the driver will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the Maintenance Department along with the bad order report.

No driver or Company representative will remove the tag until the repair work is completed. A completed copy of the work order shall be attached to the tag left on the vehicle in order to show the work has been completed.

Section 13.6 - Operation of Vehicles in Excess Of Legal Load Limits

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

Section 13.7 - Braking Systems

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

ARTICLE 14 MEDICAL EXAMINATIONS

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Section 14.1 - Provisions for Medicals

Any medical examination required by the Company and/or Federal Legislation or any medical examination required by Provincial Legislation for the purpose of maintaining a driver's 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 14.2

When a medical examination is required by the Company the following conditions shall apply:

Section 14.2 (a) - Payment for Medicals Taken During Working Hours

If any 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 and one (1) day's notice will be given the employee.

Section 14.2 (b) - Payment for Medicals Taken After Working Hours

If a medical examination is taken after working hours, the employee shall be paid seven dollars and fifty **cents (\$7.50)** and shall in such cases receive at least three (3) days notice prior to the appointment with the doctor.

Section 14.2 (c) - Report of Medicals

A report of the examination will be made available to the employee through the doctor designated by the employee.

Section 14.2 (d) - Medicals on Saturday

No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.

Section 14.2 (e) - Away from Home Medicals

In the event the Company elects to have the employee examined in another city which is not adjacent to his home community he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

Section 14.2 (f) - Medical Requirements for Drivers

Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers licences.

In the event that a driver loses his driver's licence as a result of the medical requirements applied by the Department of

Transport, then he shall retain his terminal seniority for work preference and layoff and may bump into whatever department his seniority and qualifications entitle him to.

ARTICLE 15

UNIFORMS

Section 15.1 - Uniforms as a Condition of Employment

The Company agrees that if an employee is required to wear any kind of uniform as a **condition** of his **continued** employment, such uniform shall be furnished and maintained by the Company, free of charge, at the standard required by the Company. **No** employee shall be required to wear a uniform that does not bear the Union label. Before employees are requested to wear a uniform by the Company, the Union shall be consulted **as** to the type and standard.

Section 15.2 - Pooling Arrangements for Uniforms

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

ARTICLE 16

EXTRA CONTRACT AGREEMENTS

Section 16.1 - Extra Contract Agreements

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 17

NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 17.1 - Establishment of Rates for New Types of Equipment or New Categories of Work

When new types of equipment or categories or work for which rates of pay are not established by this Agreement are put into

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use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

Section 17.2 - Protection of Earnings Through Introduction of Double Driver or Sleeper Cab Operations

Before the Company institutes a sleeper cab (double driver) operation, they must negotiate conditions and wages with the Local Union(s) involved.

ARTICLE 18 BULLETIN BOARDS

Section 18.1 - Bulletin Boards

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

ARTICLE 19 LOSS OR DAMAGE TO CARGO OR EQUIPMENT

Section 19.1 - Loss or Damage to Cargo or Equipment

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

ARTICLE 20 GENERAL HOLIDAYS

Section 20.1 - General Holidays

The following General Holidays will be observed:

Thanksgiving Day	Monday, October 11/93
Day Before Christmas	Friday, December 24/93

Christmas Day	Saturday, December 25/93
Boxing Day	Sunday, December 26/93
New Year's Eve	Friday, December 31/93
New Year's Day	Saturday, January 1/94
Good Friday	Friday, April 1/94
Victoria Day	Monday, May 23/94
Canada Day	Friday, July 1/94
Civic Holiday	Monday, August 1/94
Labour Day	Monday, September 5/94
Thanksgiving Day	Monday, October 10/94
Day Before Christmas	Saturday, December 24/94
Christmas Day	Sunday, December 25/94
Boxing Day	Monday, December 26/94
New Year's Eve	Saturday, December 31/94
New Year's Day	Sunday, January 1/95
Good Friday	Friday, April 14/95
Victoria Day	Monday, May 22/95
Canada Day	Saturday, July 1/95
Civic Holiday	Monday, August 7/95
Labour Day	Monday, September 4/95
Thanksgiving Day	Monday, October 9/95
Day Before Christmas	Sunday, December 24/95
Christmas Day	Monday, December 25/95
Boxing Day	Tuesday, December 26/95
New Year's Eve	Sunday, December 31/95
New Year's Day	Monday, January 1/96
Good Friday	Friday, April 5/96
Victoria Day	Monday, May 20/96
Canada Day	Monday, July 1/96
Civic Holiday	Monday, August 5/96
Labour Day	Monday, September 2/96
Thanksgiving Day	Monday, October 14/96
Day Before Christmas	Tuesday, December 24/96
Christmas Day	Wednesday, December 25/96
Boxing Day	Thursday, December 26/96

New Year's Eve	Tuesday, December 31/96
New Year's Day	Wednesday, January 1/97
Good Friday	Friday, March 28/97
Victoria Day	Monday, May 19/97
Canada Day	Tuesday, July 1/97
Civic Holiday	Monday, August 4/97
Labour Day	Monday, September 1/97

Section 20.2 - Alternate Day

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

Section 20.3 - Pay for General Holidays

All employees shall be paid eight (8) hours pay at the regular hourly rate **OF PAY** for the aforementioned holidays providing;

- a) they have been in the employ of the Company ninety (90) calendar days;
- b) they have not been laid off for a period longer than **fifteen** (15) calendar days prior to the general 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 general 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 20.4 - General Holidays for Day Shift Employees

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. Any hours worked in that period will be paid at time and one-half (1 1/2) in addition to the Holiday pay.

Section 20.5 - General Holidays for Night Shift Employees

All night shift employees shall enjoy General Holidays in line with the following conditions:

A General Holiday shall be deemed to span the period 12:01 a.m. to 12:00 midnight **on** the day of such holiday. Any hours worked in that period will be paid at time and one half (**1 1/2**) in addition to the Holiday pay.

- a) **All** employees who have worked fifty per centum (**50%**) or less of the previous twelve (12) Sunday night **shifts** or **tours** of duty will be classified as starting Monday night for the purpose of applying this clause.
- b) Employees whose work week starts **on** Monday night shall not be allowed to work ahead of employees who **start** their work week **Sunday** night.

Section 20.6 - General Holidays During Annual Vacation

Any statutory holiday falling within an employee's vacation period will be paid either with **his** vacation pay or upon returning to work.

Section 20.7 - Dispatches on Christmas and New Year's Eve

Dispatches must be arranged **so** the highway drivers will be back in their home terminal and off duty at 6:00 p.m. December 23rd and December 30th. However, this does not preclude the Company in case of an emergency **to** move a load if a driver, in line with **his** seniority, is willing to accept a dispatch which will bring him back to his home terminal after 6:00 p.m. as mentioned above. For all General Holidays the highway driver is entitled to thirty-six (36) clear hours off duty from the completion of his shift **on** the eve or the day of such General Holiday.

ARTICLE 21
VACATIONS WITH PAY

Section 21.1 - Vacation Pay for Employees with Less Than One Year's Employment

All employees with less than one (1) year of employment shall receive a vacation pay in accordance with the regulations established under the Canada Labour Standards Code.

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Section 21.2 - Vacation for Employees with One (1) Year Employment

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

Section 21.3 - Vacation for Employees with Five (5) Years Employment *05-03*

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 21.4 - Vacation for Employees with Ten (10) Years Employment *10-04*

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 21.5 - Vacation for Employees with Eighteen (18) Years Employment *18-05*

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 21.5 (a) - Vacation for Employees with
Twenty-five (25) Years Employment** 25-06

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.

Section 21.6 - Amount of Vacation Pay

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

**Section 21.7 - Vacation Pay for Employees
Terminating Employment**

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

**Section 21.8 - Vacation Pay for Regular Employees On
Short Time**

Vacation pay will be computed at the rate of two per centum (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 per centum (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, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

Section 21.9 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so. It shall not be mandatory, however, for employees to take their 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 no later than April 1st of each year.

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

- a) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation period.
- b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called into work.
- e) All new employees hired after November 3, 1990, shall receive annual vacations as follows:

- i) two (2) weeks annual vacation after one (1) year of employment.
- ii) three (3) weeks annual vacation after sixty (60) months worked.
- iii) four (4) weeks annual vacation after one hundred twenty (120) months worked.

For the purpose of applying this section one day worked in any month shall be considered as one month worked.

Section 21.10 - Separate Cheque for Vacation Pay

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

SECTION 21.11 - PAYMENT OF VACATION PAY WHILE ON LAYOFF

ANY EMPLOYEE WHO IS ON LAYOFF MUST REQUEST HIS VACATION PAY NO LATER THAN JANUARY 15 OF THE FOLLOWING YEAR **IN** WHICH THE VACATION ENTITLEMENT WAS EARNED, **SHALL** RECEIVE HIS ACCUMULATED VACATION PAY NO SOONER THAN JANUARY **THE 31ST**.

ARTICLE 22

ALLOCATION OF **WORK AND** HOURS OF WORK, CITY DRIVING DEPARTMENT AND DOCK DEPARTMENT

Section 22.1 - Allocation of Work

The Company shall have the authority **to** allocate the work to personnel having due regard to seniority and qualifications and where qualifications are relatively equal, seniority shall be the determining factor.

Section 22.2 (a) - **Special** Operations or Bid Runs Within **the** City Department

Employees shall be allowed to bid and qualify for runs designated as Peddle **Runs** or Special Operations, **in conjunction** with the annual departmental job bid. Upon written request **from**

the **Local** Union, the conditions governing such Peddle Runs or Special Operations will be reduced to writing and will not be inconsistent with the terms and conditions of this Agreement.

Section 22.2 (b) - Bidding on Starting Times and/or Shifts

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

Section 22.2 (b) (1)

In the event the Company improperly starts a junior employee on a shift ahead of a senior employee, the Company shall compensate the senior employee an amount of money equal to the difference between the two (2) starting times which shall be at the regular rate providing the employee works the assigned shift.

Section 22.2 (c) - Preference for First Five (5) Days

Senior personnel shall have the preference to work on the first five (5) consecutive days of the week to the extent that it is consistent with the following conditions:

- 1) the work week may commence on Sunday;
- 2) all work performed after 8:00 a.m. Saturday and prior to 8:00 p.m. on Sunday shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Section 22.2 (d) - Extra Highway Trips

Where the Company **has** extra highway trips, such trips shall be allocated to qualified city drivers in the following manner, providing he is willing to perform the work:

- 1) to the senior available driver on duty; however, no such driver will be considered available for highway trips which would entail a complete shift totalling over ten (10) hours;
- 2) where a city driver has commenced his **work** day in the city and is assigned an extra highway trip from which he returns within his normal working day, he may elect to **go** home

providing he has earned the equivalent of eight (8) hours pay. If he continues to work he will be paid time and one-half (1 1/2) the regular hourly rate of pay after he has completed a **total of ten (10) hours on duty**;

- 3) where **no** one is available under paragraph 1) or in the event additional personnel are required, off duty drivers shall be called in order of seniority;
- 4) **no** city driver who has completed eight (8) hours on duty and has been released from duty shall be eligible for extra highway trips until he has been off duty for ten (10) hours;
- 5) **on** the completion of such trip, he will not be considered as available for work until after ten (10) hours off duty.

Section 22.2 (e) - Overtime Pay

An employee shall be paid at one and one-half (1 1/2) times his regular hourly **rate** of pay for all hours worked at the hourly rate in excess of **TEN (10) hours per day** or **FIFTY (50) hours per week**.

Notwithstanding the above paragraph, any employee performing a combination of hourly and mileage rated work shall be paid at the driver's overtime premium rate in addition to the straight time hourly and/or mileage rate for all time worked at the hourly rate and/or mileage rate in excess of **ELEVEN (11) hours per day**. All time worked at the hourly and/or mileage rate shall include all time from punch in to punch out except for time taken for meal periods, coffee breaks and rest periods.

When General Holiday(s) 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 Holiday(s) in accordance with Section 20.3. All time paid for employees called in **on** a General Holiday shall be paid at the appropriate overtime rate of pay but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 22.2 (f) • Regular Shifts

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

Section 22.2 (g) • Lunch Hour

Employees shall not take more than one (1) continuous hour for meals, however, should the taking of a full continuous hour for meals **cause** additional waiting time, the Company may request the employee to take not less than thirty (30) minutes. No employee shall be compelled to take more than one (1) continuous hour for meals and **the** meal period shall be between the fourth (4th) and **sixth** (6th) hours.

Section 22.3 (a) • Normal Work Day

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours **FOR THE PERIOD OF MAY 1 AND OCTOBER 31ST INCLUSIVE; THE NORMAL WORK DAY SHALL BE SIX (6) HOURS AND THE NORMAL WORK WEEK SHALL BE THIRTY (30) HOURS FOR THE PERIOD NOVEMBER 1 TO APRIL 30TH INCLUSIVE.** All hours worked at the hourly rate in excess of **TEN (10)** hours in any one (1) day or **FIFTY (50)** hours in any one (1) week shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Section 22.3 (b) • Call-In Guarantee

Employees covered by this Agreement called in for work shall be **guaranteed** not less than eight (8) hours pay **DURING THE PERIOD OF MAY 1ST TO OCTOBER 31ST INCLUSIVE AND NOT LESS THAN SIX (6) HOURS PAY DURING THE PERIOD OF NOVEMBER 1 TO APRIL 30TH INCLUSIVE** On Saturday the guarantee shall be four (4) hours at time and one-half the regular rate.

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Section 22.3 (c) - Call Back Guarantee

All call backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at the rate of time and one-half the employees' regular rate of pay. There shall be a minimum call back guarantee of four (4) hours pay at time and one-half the regular rate.

A call back will be defined as any call to work that is not in concert with Section 22.2 (g) or Section 30.1 (b) and does not include those employees whose shifts are changed as agreed to in Article 30.

Section 22.3 (d) - Allocation of Saturday Work

On Saturday operations, the Company shall assign the work available to employees in accordance with their departmental seniority giving preference according to seniority and qualifications.

Section 22.3 (e)

When an employee is unable to make-up or break up a trailer-train combination without assistance, the Company will provide him with the necessary help.

**ARTICLE 23
ALLOCATION AND HOURS OF WORK,
HIGHWAY OPERATIONS**

Highway Definitions

HIGHWAY BID RUN DRIVERS - A highway driver operating on a bid run.

REGULAR HIGHWAY DRIVERS - A driver who bids on the highway at the job bid and works regularly on the highway.

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

BID RUN OPERATIONS - At a terminal where bid runs may

be set up or where there are Special Operations, it is agreed that the Company and the Local Union(s) involved will meet to establish rules, in writing, governing the operation of such bid runs and/or Special Operations.

Section 23.1 - Bid Run Rules

Bid runs will only be established by agreement with the Local Union(s) involved and in accordance with the Rules set forth below.

Bid Run Operations - At a terminal where bid runs may be set up or where there are Special Operations, it is agreed that the Company and the Local Union(s) involved will meet to establish rules in writing which must be signed by an official of the Local Union governing the operation of such bid runs and/or Special Operations. Rules governing such bid runs and/or Special Operations will be reduced to writing and become part of the bid.

- a) A bid run shall have a regular starting time established unless otherwise mutually agreed upon.
- b) Bid runs shall have permanent points or areas established on the bid and the driver will not be dispatched to points or areas other than those points or areas established by the bid.
- c) If for any reason the bid run does not materialize, the bid run driver shall exercise his seniority on the regular highway operations. The bid run driver will continue to operate on regular highway operations for that week or until the bid run driver arrives back in his home terminal and has had enough time off duty to enable him to go back on his bid run.

Section 23.2 - Regular Highway Dispatch

Highway drivers will be assigned the best paying dispatches which are available when they are called to report for duty. However, should the highway driver elect to decline the best paying dispatch, he will be given preference on all other loads available.

Should other loads materialize and be available for dispatch between the time a driver is called for duty and the time he reports for dispatch, the driver will be advised and may exercise his seniority **on such** loads.

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

In the event the Company improperly dispatches a highway driver **on** a trip 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.

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

Section 23.2 (a)

Seniority of the employees in the highway operations at the home terminal.

Section 23.2 (b)

Hours off regulations and hours **of** work limitations as spelled out in this Article and appropriate Government Regulations.

Section 23.2 (c)

Highway drivers will be given preference **at** time of dispatch on loads in line with their seniority regardless of the power equipment required to move the load.

Section 23.2 (d)

Employees **on** highway operations off duty at their home terminal will not be considered available for work until they have **been off** duty ten (10) hours. They will be allowed two (2) hours without pay to report for work. Each driver upon being contacted by the Company shall be advised of his starting time.

Section 23.2 (e)

If a highway driver is not dispatched after reporting for work as advised, he shall be paid for all time held at the regular rates of pay.

Section 23.2 (f)

Senior personnel shall have the preference of working on the first five (5) days of the week and the work week may commence on Sunday.

Section 23.2 (g) - Overtime Pay

A highway driver shall be paid at one and one-half (1 1/2) times his regular hourly rate of pay for all hours worked at the hourly rate in excess of **TEN (10)** hours per day or **FIFTY (50)** hours per week.

Notwithstanding the above paragraph, a highway driver performing a combination of hourly and mileage rated work shall be paid at the driver's overtime premium rate in addition to the straight time hourly and/or mileage rate for all time worked at the hourly and/or mileage rate in **excess** of **ELEVEN (11)** hours per day or sixty (60) hours per week. All time worked at **the** hourly and/or mileage rate shall include all time from punch in to punch out except for time taken for meal periods, coffee breaks and rest periods.

THE DRIVERS OVERTIME PREMIUM RATE AS DESCRIBED IN APPENDIX A OF THIS AGREEMENT SHALL ONLY APPLY TO DRIVING OVERTIME.

When General Holiday(s) 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 Holiday(s) in accordance with Section 20.3. All time paid for employees called in on a General Holiday shall **be** paid the appropriate overtime rate of pay but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 23.2 (h) - Mileage Limitations

Highway drivers shall have the right to decline further work when they have accumulated a total of forty-five (45) hours or 1,800 miles in any week. No driver will be dispatched from his

home terminal when he has accumulated **2,200** miles in a week. When a driver at a foreign terminal **has** reached **2,200** miles in a week he must be dispatched **on** a trip directly en route **to his** home terminal. Any **General** Holiday that falls within the scheduled work week shall reduce the number of miles driven or hours worked for the purpose of **booking off** by ten **(10)** hours or four **hundred (400)** miles for each General Holiday.

Section 23.2 (i) - Sixth (6th) Shift Operations

When all employees in the Highway Department have worked five **(5)** shifts senior employees will be given the first opportunity **to work on sixth (6th) shift operations**. In the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority. Highway drivers shall not be compelled to accept a sixth (6th) **shift** dispatch which entails a layover. In the event a man is dispatched on a turn **on** the sixth (6th) shift and the return load does not materialize, **the** man shall be paid for all time held. It is the Company's responsibility to return the man to his home terminal. **For** the purposes of applying this **Section**, a paid General Holiday shall be considered **as** a shift worked.

Section 23.2 (j) - City Pick-Up & Delivery Operations

In order to prevent inter-mingling **of** highway operations with the city pick-up and delivery operations, **no** highway drivers will be allowed **to pick-up or deliver freight within a radius established** by mutual agreement between the Company and the Local Union involved and reduced to writing and signed by the parties.

Section 23.2 (k) - Sunday Dispatch

The know Sunday night dispatch will be made available at least twenty-four **(24) hours** prior to the time **of** dispatch.

No driver will be compelled **to** accept a dispatch **on** Sunday night unless he receives twenty-four **(24)** hours notice and, except in an emergency, **no** driver will be dispatched before 10:00 p.m. Sunday night.

Drivers wishing to **book** off Sunday night must request permission to do so **no** later than **on** the preceding Saturday **noon**.

Section **23.2 (l)** - Call-In Guarantee

Employees who are **on the** Highway Department seniority list and who are called in for duty **BETWEEN THE PERIOD OF MAY 1ST TO OCTOBER 31ST INCLUSIVE** shall receive eight (8) hours work within that department or the equivalent of eight (8) hours pay at their regular hourly rate. **THE CALL-IN GUARANTEE DURING THE PERIOD NOVEMBER 1 - APRIL 30TH INCLUSIVE IN ANY YEAR IS TO BE SIX (6) HOURS WORK WITHIN THAT DEPARTMENT OR THE EQUIVALENT OF SIX (6) HOURS PAY AT THEIR REGULAR HOURLY RATE.**

Section **23.2 (m)**

City drivers who are called in off shift for extra highway trips shall receive eight (8) hours work within the Highway Department or the equivalent of eight (8) hours pay at their regular hourly rate, except on Saturday where the guarantee **shall** be four (**4**) hours, and except between the months of November 1 to April 30 in any one year inclusive when the call-in guarantee is to be six (6) hours at the regular hourly rate.

Section **23.2 (n)** - Turnaround Runs

Home terminal drivers will be given preference **on** turnaround runs over foreign terminal drivers **on** layover.

Section **23.2 (o)** - Deadheading

Employees required to deadhead shall be paid the prevailing rate equal to the driver. This shall include breakdowns and all delays, etc. Drivers will not deadhead in vehicles which are not equipped with passenger seats.

Section **23.2 (p)** - Preparation of Equipment

EMPLOYEES WILL BE PAID A MAXIMUM OF THIRTY (30) MINUTES FOR THE INITIAL PICK UP OF THE TRAILER AND PREPARATION OF EQUIPMENT AND A

MAXIMUM OF FIFTEEN (15) MINUTES FOR THE FINAL UNHOOKING OF THE TRAILER. THIS WILL INCLUDE CHECKING AND FILLING OF OIL, FUEL, TIRES, WINDSHIELD WASHER CONTAINERS, RAD, ETC.; CLEANING OF WINDOWS AND MIRRORS, CIRCLE CHECK AND ALL PAPER WORK.

At intermediate points where a highway driver is required to switch equipment or break trailer trains, he shall be paid **TEN (10) MINUTES** at his hourly rate for each individual drop and each individual pick-up of equipment. Equipment shall mean and include trailers, payloaders and dollies and each shall be considered **as** individual drops or pick-ups.

Where an employee is unable to make-up or break-up a trailer train combination without assistance, the Company will provide him with the necessary help.

Section 23.2 (p) (1) - Slip Seat Operations

A minimum of fifteen (15) minutes will be paid to highway drivers on slip seat operations for waiting time and all duties performed in completing this function.

Section 23.2 (q) - Time Payment

All time payments of highway drivers shall include way-freighting, terminal delays, breakdowns, completing of log forms, tach cards or other unavoidable delays and shall be calculated at the prevailing wage rate of the driver's home terminal. It is agreed that a driver while performing work where a higher scale prevails, shall receive the prevailing drivers scale while performing work in that area. Any claim for pay must be accounted for by the highway driver on a form provided and approved by the Company's representative in charge. In the event of breakdowns or other allegedly unavoidable delays such as major snow storms occurring in areas without supervision, the Company may, at its discretion, require 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 23.2 (r) - Delays Due to Snow and/or Ice Conditions

- 1) In any one (1) tour of duty, where there is a total of three (3) hours or less of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays as a delay pursuant to Section 23.2 (q).
- 2) In any one (1) tour of duty, where there is a total of more than three (3) hours of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays at straight time for all hours involved regardless of when they occur.

Such hours of delay, although paid for at straight time, shall be used in determining total time for the purposes of calculating overtime pursuant to Section 23.2 (g).

Section 23.2 (s) - Accommodations

The Company agrees to provide and maintain and pay for where necessary, clean, sanitary and adequate sleeping accommodations for all highway drivers who are required to sleep away from home.

For the purpose of clarification, adequate sleeping accommodations shall mean;

- 1) highway drivers shall not be compelled to sleep more than four (4) men to each room where the sleeping quarters are on Company premises. However, highway drivers shall not be compelled to sleep more than two (2) men to each room where outside accommodations are used and at all new Company terminals. Existing practices of less than four (4) men to each room at Company sleeping quarters will be maintained;
- 2) each room will be properly ventilated and have a heating and cooling system capable of maintaining a comfortable sleeping temperature;

- 3) clean and sanitary washrooms with showers and toilet facilities shall be included **on** the immediate premises capable of meeting the requirements of any appropriate government agency.

Section 23.2 (t)

Transportation for laid over highway drivers will be supplied by the Company in a Company vehicle or by adequate public transportation to and from sleeping accommodations and restaurant facilities over one-half (1/2) mile from the Company terminal. Transportation will be supplied under one-half (1/2) mile in inclement weather.

For the purpose of determining the definition of “adequate”, drivers will not be required to wait more than fifteen (15) minutes for public transportation nor will they be required to walk more than one-half (1/2) mile from the terminal to the place of public transportation or from the place of public transportation to the place of their sleeping quarters or a combination of both.

Section 23.2 (u) - Meal Allowance

Drivers who are required to layover and sleep away from home will receive a total of **TEN** dollars (**\$10.00**) per sleep meal allowance.

Section 23.2 (v) - Transportation in Cases of Discharge or Suspension

A highway driver suspended or discharged away from his home terminal shall receive transportation to his home terminal within a period of ten (10) hours from the time of discharge provided he is available.

Section 23.2 (w) - Transfer

Drivers moving to the Highway Department between annual job bids shall be placed at the bottom of the highway seniority list for work preference and terminal seniority will not apply until the next annual job bid. However, terminal seniority shall be used in the event of a layoff or a reduction of the highway work force.

Section 23.2 (x)

If highway drivers are off work for any reason (i.e. sickness, holidays, etc.) and they are replaced on a temporary basis by senior qualified **city** drivers, the replacement **city** drivers will not be required to take a layoff prior to returning to the City Department.

Section 23.3 - Foreign Terminal Dispatch

Section 23.3 (a) - Layover

Highway drivers required to lay over at a foreign terminal shall not be dispatched until they have been off duty for eight (8) hours.

Section 23.3 (b) - Reporting for Work

Such highway drivers shall be allowed one (1) hour without pay to report for work except where the location of their sleeping quarters makes it necessary to take longer but at **no** time to exceed two (2) hours.

Section 23.3 (c) - Hold Over Pay

If a driver is held over twelve (12) hours he shall be paid for all time held over the twelve (12) hours up to a maximum of ten (10) hours in the first twenty-two (22) hour period from the time the run ends. The same principal shall apply in each succeeding twenty-two (22) hours. If he is required to perform hourly rated work during the hold over period, he shall be paid **his** regular hourly rate of pay for **such** work and this pay shall be in addition to the pay he receives for all time held. **HOWEVER, HOLD OVER PAY DOES NOT ACCUMULATE FOR THE PURPOSE OF OVERTIME.**

Section 23.3 (d) - Sunday, General Holiday Meal Allowance

On Sundays and General Holidays lodging shall be allowed in addition and in accordance with the terms set out herein, and the driver shall receive a meal allowance of ten dollars (\$10.00) for each day held.

Section 23.3 (e) - Dispatch Rules

Drivers who have been laid over in foreign terminals shall be dispatched in accordance with the following rules:

- 1) drivers who are available for duty will be given preference on return dispatches to their home terminals;
- 2) when two (2) or more drivers from the same home terminal are available for duty, they will be dispatched in accordance with their highway seniority;
- 3) when two (2) or more drivers from different home terminals are in a foreign terminal and available for duty they will be dispatched in accordance with their highway seniority.

Section 23.3 (f)

For drivers who have not been laid over and are available for dispatch Section 23.3 (e) will apply.

Section 23.3 (g)

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

Section 23.3 (h)

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

Section 23.4 - Rules and Regulations for Highway Operations

Having regard for the differing operational conditions that may exist from one area to another, the Company and the Local Union(s) may institute Rules and Regulations that are mutually agreed upon. Such Rules and Regulations must be reduced to writing and signed by the parties. In the event of any dispute concerning such agreed upon Rules and Regulations, either party to this Agreement reserves the right to rely on the terms of this Agreement which shall govern.

ARTICLE 24

ANNUAL JOB BIDS

Section 24.1

It is agreed between the Company and the Union that once each year all employees in the Highway, City and Dock Departments may bid to transfer to other departments within their own terminal providing that they have the **necessary** qualifications and seniority.

Section 24.2

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. The Bid will show the number of departmental openings, shift starting times, Special Operations and highway bid runs. Each employee will be brought into the office in order of seniority to sign the Bid, at which time he must sign the Bid and indicate his preference. The transfer of employees will be effected commencing **on** the first Sunday of the month of April. The results of the Annual **Job** Bid will be posted for at least seven (7) days prior to the annual change and the Local Union's area office concerned will be given copies when completed. The appropriate Shop Steward will have the authority to sign **on** behalf of any employee who is absent at the time of the Annual Job Bid due to sickness, injury, leave of absence or vacation.

Section 24.3

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

Section 24.4

An employee bumped out of a department as the result of the Annual Job Bid will move to whatever department his seniority and qualifications entitle him to.

Section 24.5

Personnel transferring under the above conditions shall assume

positions according to and maintaining their terminal seniority.

Section 24.6 - Loss of Licence

At the time of the Annual Job Bid, an employee who has lost his driver's licence will be entitled to bid for a driving job in accordance with **his** seniority and qualifications. Such employee shall assume such bid upon regaining **his** driver's licence. **In** the interim, such employee will not be entitled to enjoy **his** seniority in any other department.

ARTICLE 25 JOB OPENINGS

Section 25.1 - Equipment Openings

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

Section 25.2 - Job Openings

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

Section 25.3 - Seniority

An employee who transfers from one department to another between bids shall be placed at the bottom of the departmental seniority list for work preference only. At the next Annual Job

Bid he may exercise his terminal seniority for all purposes. However, terminal seniority shall be used in the event of a layoff.

ARTICLE 26 SUPERVISORS

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Section 26.1 - Supervisory Personnel

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 or foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

Section 26.2 - Lead Hands and Rate of Pay

A "Lead Hand" shall be defined as a person who may perform work and direct the work of other employees within the Dock Department only and he shall be a Union member. He shall not have the authority to hire, fire or penalize. He may relay operational instructions from Management to employees outside the Dock Department only when he is working at the terminal as a Lead Hand. When a Lead Hand is required to drive or perform overtime work he shall only enjoy work preference according to his seniority and qualifications as described in Article 22 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 terminal 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 the preference.

It is understood that the differential in wages for Lead Hands will be minimum of ten cents (.10) per hour in excess of the checker rate of pay.

ARTICLE 27

PAY PERIOD

Section 27.1 - Pay Period Interval

The interval between pay days shall be no longer than two (2) weeks, and in the event that the Company changes from a one (1) week pay period to a **two (2)** week pay period, three (3) clear months notice shall be given by the Company. Advances shall be made to employees on request, to assist during the adjustment period, and such adjustment period shall not exceed three (3) months. All exchange costs on cheques to be paid for **by** the Company. At the time that an employee receives his pay cheque, the Company shall not retain possession of more than one (1) week's accrued wages except by agreement with the employees expressed, if necessary, by a majority vote of the employees affected.

Section 27.2 - Issuance of Pay Cheques Prior to Saturday or General Holidays

The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday.

Section 27.3 - Pay ~~for~~ Night Shift Employees

Night shift workers will receive their pay cheques prior to the completion **of** their last scheduled shift and in accordance with Section 27.2. This shall mean they will receive their pay cheques no later than the end of their shift which commences on Thursday. In a week where a General Holiday falls on a Friday, they will receive their pay cheques no later than the end of their shift which commences on Wednesday.

Section 27.4 - Shortages

Minor shortages will be paid the following pay period when brought **to** the attention of the Company. **Shortages** in excess of fifty dollars (**\$50.00**) will be paid immediately.

ARTICLE 28 STUDENTS

Section 28.1 - Students During Summer Months

Bona fide students may be hired on a full time basis for the summer months, May 1st to September 30th, and shall receive an hourly rate of pay as specified by Appendix "A". They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of this Agreement shall apply. They shall not interfere with the seniority rights and job conditions of full time employees. The Company shall indicate on the checkoff form if such employee is a student.

ARTICLE 29 PIGGY-BACK OPERATIONS

Section 29.1

It is agreed that piggy-back services will not be used by the Company except to move Loads in excess of the number which can be handled by the regular highway drivers, loads which are overlength, overheight and overweight loads which cannot be reduced to the legal load limit.

Section 29.2

Where loads to cover all highway drivers have been assigned to the Highway Department and the Company has moved any excess loads by piggy-back, it will not be cause for grievance if, through circumstances beyond the control of the Company, a trip that had been assigned fails to materialize.

ARTICLE 30 HIRED CITY EQUIPMENT

Section 30.1 - Definition

The intent and purpose of this clause is to provide help in peak periods when regular employees are not available for work and not to circumvent the hiring of full time employees.

Section 30.1 (a) - Rules

The Company shall not lease or hire outside equipment to perform city pick-ups and deliveries unless all available and road-worthy equipment of the Company is in use. In the event the above condition is met, and the Company utilizes leased or hired equipment, such equipment shall, in all cases, be operated by employees of the Company provided such employees are available. The Company shall not sub-contract pick-up and delivery operations except when all available employees have been given the opportunity to perform available work and after the Local Union has been given the opportunity to provide extra help. When such work is sub-contracted, work will be given to firms having a Collective Agreement with the Teamsters Union if such firms have available equipment at the time required. When such hired city equipment is engaged by the Company, the Company will notify a steward and/or Business Representative of the Union.

Section 30.1 (b)

When hired trucks are required in conformity with Section 30.1 (a), they will not be used prior to 10:00 a.m. unless all employees on shifts starting at 10:00 a.m. or before are given the opportunity of commencing work before hired trucks.

Section 30.1 (c)

In the event the Company fails to comply with the requirements outlined in Section 30.1 (b), the employees referred to therein will be entitled to payment for the time between the commencement of their shift and that of the hired truck in addition to their regular shift.

Section 30.1 (d)

Where the Company and the Local Union have mutually agreed to conditions relating to the use of hired trucks different to those outlined above such conditions will be maintained and cannot be changed unless by mutual consent.

ARTICLE 31
BROKER OPERATIONS

Section 31.1 - Definition

When the Company leases tractors or pick-up trucks for highway operations and requires the owner of such vehicles to operate such equipment himself or to provide drivers for the equipment then the Company must advise the Union(s) in writing, on the date of engagement, of the status of such drivers **as** to whether they are to be considered as independent brokers or dependent brokers. Where the Company is presently leasing tractors or pick-ups as outlined above the Union will be notified **as** to the status of the drivers within thirty **(30)** days of the signing of this Agreement.

In the event such drivers are to be considered dependent brokers they will be covered by all the provisions of this Agreement ~~with~~ the exception of Article 31, but are not to be regarded as Company highway drivers who are hired for the purpose of operating Company equipment.

When the aforementioned drivers are declared as independent brokers then the provisions of Article 31 will apply.

Section 31.2 - Rules for Use of Brokers

Where the Company had broker operations in effect at the time of the signing of this Agreement and where such broker operations were in effect prior to October 1st, 1965, it may continue such broker operations in accordance with the established practice.

Where the Company has established new or additional broker operations in compliance with the terms of the 1965 Agreement, or subsequent agreements, such broker operations will continue to be governed by the terms of Section 31.1 to 31.10.

Section 31.3

In the event the Company introduces or extends broker operations over those presently in effect, it is agreed that none

of the highway drivers employed by the Company will be laid off from the Highway Department as a direct result of the introduction or extension of broker operations.

Section 31.4

The Company **on** introducing **or** extending broker operations will give to the qualified drivers of the Company, in order of seniority at the time of the introduction or extension of the broker operation, the first opportunity of sub-contracting **to** become a broker.

Section 31.5

If the Company decides to add or increase brokers, as defined by Section 31.1, on highway runs which are normally operated by Company highway drivers the following procedures must be complied with

- a) the number of Company highway drivers who are on the highway seniority list when the broker operation is introduced or increased will be maintained;
- b) for each broker added to the highway seniority list the Company will add an additional Company highway driver at the same time;
- c) brokers must be dispatched strictly in accordance with their date of engagement and will not be dispatched ahead of a Company highway driver who has more seniority, regardless of the type of or availability of equipment at the time a load is to be dispatched.
- d) in the event the Highway Department is to be reduced the Company will layoff one (1) broker for each Company highway driver who is laid off;
- e) where the Company has, since January 1st, 1970, added **or** introduced brokers **on** runs which, **on a** regular basis are operated or were formerly operated by the Company highway drivers, then no further brokers may be added until the Highway Department is increased by a corresponding number of Company highway drivers.

Section 31.6

The Company agrees to remit **to** the appropriate Local Union(s) an amount equal to the Local Union's dues for every broker operating for the Company. A checkoff list containing the name and domicile of each broker will accompany the union dues on a monthly basis.

Section 31.7

The Company agrees in line with the Agreement covering brokers, that they will not allow a broker **to** perform hourly rated work including the picking up and delivering **of** freight in a manner which would deprive regular hourly rated employees of the Company **of** their regular **hours**.

Section 31.8

Company highway drivers will not be deprived **of** work in the Highway Department by reason of insufficient, inoperative **or** unsuitable equipment. In the event a broker makes **his** equipment unavailable for use for any reason then his name will be removed from the seniority list until his equipment is again available for use.

Section 31.9 - Individual Rules

Nothing in the. above paragraphs shall be construed in **such** a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing **to** rules governing a broker operation other than those outlined above. However, if there is not mutual agreement, the rules set out herein will apply.

Section 31.10

The Company shall not operate any equipment in any manner in contravention of the Public Commercial Vehicles Act.

ARTICLE 32 HEALTH & WELFARE

Section 32.1 - O.H.I.P.

All eligible employees will receive the health benefits provided by the employer health **tax** act. (replacing O.H.I.P.)

If there is any change in the act the Company will pay 100% of the replacement cost.

Section 32.2 - Health & Welfare

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Effective January 1, 1991, the Company will provide a Health & Welfare Plan for all employees.

- a) to be eligible the employee must have been in the employ of the Company for one hundred eighty (180) calendar days.

ARTICLE 33 PENSIONS

Section 33.1 • Contributions and Administration

Commencing on the first day of October 1993 and on the first day of each month thereafter, the Company agrees to contribute to the Teamsters and Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan handled by Joint Trustees, an amount of **THREE HUNDRED DOLLARS (\$300.00)** per month for each employee covered by this Agreement who has twenty four (24) working months of employment and who has reported for work at least **SIX (6) DAYS** in the month. The Pension Plan 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.

For the purpose of **ATTAINING TWENTY-FOUR (24) WORKING MONTHS** **IN** this section a day worked in any month shall be considered as one month worked.

Section 33.2 • 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 the Motor Transport Industrial Relations Bureau of Ontario (Inc.) 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 the Agreement will instruct the Trustees of the Pension Plan to ~~retain~~ legal counsel to amend the "Agreement to be Bound" in such a manner that the Trustees will have the authority to sue any delinquent Company or ~~Local~~ Union for late remittance, interest and legal costs incurred.

Section 33.3 - 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 33.4 - Canada Pension Plan

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

NEW ARTICLE 34

HEALTH AND WELFARE AND PENSION CONTRIBUTIONS

SECTION 34.1

THE COMPANY AGREES TO CONTRIBUTE, AS PER THE UNIONS DECISION, FOR EACH ELIGIBLE EMPLOYEE, THE FOLLOWING AMOUNTS TO MAINTAIN THE CURRENT HEALTH AND WELFARE PLAN AND/OR TO THE TEAMSTERS AND MOTOR TRANSPORT INDUSTRIAL RELATIONS BUREAU OF ONTARIO INC. PENSION PLAN SO DESCRIBED IN ARTICLES 32 AND 33 WHICH FORM PART OF ~~THIS~~ AGREEMENT.

SECTION 34.2

EFFECTIVE OCTOBER 1, 1993 THE COMPANY SHALL CONTRIBUTE AN ADDITIONAL AMOUNT OF FIFTY DOLLARS (\$50.00) PER MONTH.

EFFECTIVE OCTOBER 1, 1994

- FIFTY DOLLARS (\$50.00) PER MONTH

EFFECTIVE OCTOBER 1, 1995

- FIFTY **DOLLARS** (\$50.00) PER MONTH

EFFECTIVE OCTOBER 1, 1996

• FIFTY **DOLLARS** (\$50.00) PER MONTH

TO A MAXIMUM OF TWO HUNDRED DOLLARS **(\$200.00)** DURING THE LIFETIME OF THIS AGREEMENT.

SECTION 34.3

THE UNION WILL REVIEW AND NOTIFY THE COMPANY **IN** WRITING BY OCTOBER 1, EACH YEAR, AS TO THE DISTRIBUTION OF THE ANNUAL FIFTY DOLLAR **(\$50.00)** AMOUNT. THE UNUSED PORTION, IF ANY, EACH YEAR, SHALL BE BANKED FOR USE DURING THE REMAINDER OF THE **TERM** OF THIS AGREEMENT.

ARTICLE 35

CREDIT UNIONS

Section 35,1 - Deductions for Recognized Credit Unions

Any employee who wishes to have a payroll deduction made and remitted **to** a Credit Union must have such remittance made to the Credit Union according to the majority wishes of the employees at the terminal involved.

Section 35,2 - Procedure for Employees Belonging to Two Credit Unions

Any employee who is employed where there has been **no** established Credit Union must join the Credit Union which is the choice of the majority of the employees in the terminal where he **is** employed in order **to** have payroll deductions made **on** his behalf. In the event that an employee belongs **to** more than one Credit Union, he must make any additional remittances to other than the **one** specified **on** his own behalf.

Section 35.3 - Former Practices

Any former Credit **Union** practices which have been established prior to the signing of this Agreement will be maintained by the Company for the employees.

ARTICLE 36 COST OF LIVING ALLOWANCE

Section 36.1 - Scope

All regular employees **on** the seniority list shall be entitled to the Cost of Living Allowance in accordance with this Article.

Section 36.2 - Index

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 1988 unless otherwise mutually agreed upon by the parties.

Section 36.3 - First (1st) Year

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If during **the first** (1st) year of this Agreement the Index increases by more than five per centum (5%) calculated **on** the basis of the difference between the Base Index figure for September 1993 and the Index figure for each month up to and including September 1994 **THEN** an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents 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 centum (5%) **AND** will be payable

monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 36.4 - Second (2nd) Year

If during the second (2nd) year of this Agreement the Index increases by more than five per centum (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 per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents 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 centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 36.5 - Third (3rd) Year

If during the third (3rd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1995 and the Index figure for each month up to and including September 1996 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten Cents (.10) per hour for all hours actually worked and 0.25 cents 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.

Section 36.6 - Fourth (4th) Year (NEW)

If during the fourth (4th) year of this Agreement the Index increases by more than five per centum (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 centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents 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 centum (5%) **AND** will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

ARTICLE 37

GENERAL

Section 37.1 - Moving Allowance

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.

Section 37.2 - Time Clocks

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

Section 37.3 - Time Off to Vote

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

Section 37.4 - Bereavement Pay

In the event of a death in the immediate family (father, mother, wife, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law) an employee will be given

the necessary time off and will be paid three (3) days pay. Employees are to receive eight (8) hours pay per day at the regular rate of pay providing that **the** period between **the** day of the 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 37.5 - Jury Duty Pay

63) B, e

If an employee is called and is required to serve on jury duty or as a crown witness **on** his normal working day, the Company agrees **to** pay eight (8) hours pay per day at the regular hourly rate of pay less the amount **of** jury duty or crown witness pay received.

Section 37.6 - Personal Injuries

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid one (1) days pay for the day of **his** injury. Employees are to receive eight (8) hours pay providing he is not receiving Compensation pay for that day. The Company also agrees **to** supply ambulance service to a hospital or a physicians services immediately in cases of serious injury that necessitates the need and in minor cases the Company shall also supply suitable transportation to the above mentioned services and thence to the employee's residence.

Section 37.7 - Invalidating Legislation

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

Section 37.8 - Lunch Rooms and WashRooms

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

Section 37.9 - Lockers

The Company will supply individual lockers for all employees in the Dock Department and any other employees who are required to work in the Dock Department in excess of **two (2)** hours per shift as part of their regular duties. Where the Company is now providing lockers for other employees, this practice will be maintained. It is further agreed that the Company will supply lockers for all employees at new terminals.

Section 37.10 - Company Meetings

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

Section 37.11 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned, the number of overtime hours worked and the amount earned and any amount remitted on the employee's behalf for Pension purposes. Where the Company is supplying presently additional information over and above that listed above, it will continue **to do so**. If the Company changes a time card or trip 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 37.12 - Pay for Training

251A

Where the Company requires an employee to take further training, the employee will be paid for all time spent in training.

Section 37.13 - Confirmation of Discharge

Employees **who** are discharged will have their discharge and reason confirmed in writing and their pay will be mailed by registered mail to their last **know** address within twenty four **(24)** hours (Saturdays, Sundays and General Holidays excluded) from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following pay day.

Section 37.14 - Plug-In Outlets

In areas generally referred to as Northern Ontario and including Barrie and Midland, the Company shall supply electrical plug-in outlets for all employees' cars while on duty. Any new terminals in the Peterborough, Lindsay, Ottawa and Pembroke areas will also have these facilities supplied.

Section 37.15 - Parking Facilities

The Company will provide adequate parking facilities for all employees at all new terminals and where parking facilities are presently being provided they will be maintained.

Section 37.16 - Noise Pollution

The Company agrees that drivers will not be compelled to operate power equipment which creates a noise level in excess of that which is permitted by applicable Government regulations.

Section 37.17 - Appendices

Appendices "A", "B" and "E" inclusive shall form part of this Agreement.

Section 37.18 - Receipts

Where requested, employees must be given dated receipts immediately upon turning money into the Company.

Section 37.19 - Bonding

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 a bond for an employee within thirty (30) days, they 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 the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. 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.

Section 37.20 (a) - Protective Equipment

It is agreed that employees handling hazardous material, green hides, lampblack and pigment shall be supplied by the Company with all necessary equipment, rubber clothing, goggles, etc., to protect the employees' person. 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.

Section 37.20 (b)

Shunters, dockmen, drivers and yardmen requested to work in the terminal yard or other shunt operations in inclement weather will be provided with protective rain wear.

Section 37.20 (c)

Whenever employees are required by the Company or by any Government agency to wear safety **shoes or** boots, the Company shall supply one **(1)** pair per year for all employees so required. **Such** safety shoes or boots shall be **of** a type and quality, the standard for which shall be set and adhered to by the Company. Where employees furnish medical evidence of inability to wear the standard safety shoes or boots, the Company agrees to contribute the equivalent cost of a pair of standard safety shoes or boots towards the cost of special footwear.

Section 37.21 - Mileages

Presently established mileages shall not be **changed** unless justified by either party and in all cases there shall be **two (2)** weeks notice given before any changes are put into effect. In the event a dispute **arises** with regard **to** the mileage application, the mileage shall be paid on the basis of actual miles **from** terminal **to** terminal or pick-up and delivery points. All miles will be

established by using the Ministry of Transportation Mileage Table or Provincial road map if necessary. Mileages from the terminal or pick-up or delivery points to the nearest highway junction point will be established by the Local Union and the Company.

Section 37.22 - Application of Mileage and Hourly Rates

In the event a dispute arises as to the application of the mileage and hourly rates on specific runs, the following basic rules shall apply:

Section 37.22 (a)

All terminal to terminal operations will be paid at the mileage rate.

Section 37.22 (b)

All operations under forty (40) miles one way to a point other than one of the Company's terminals including a zoned area will be paid at the hourly rate of pay from the time of departure from the terminal to the time of arrival back to the terminal. This will not exclude the Company from instituting a mileage and hourly basis of pay for operations under forty (40) miles where it is the mutual advantage to pay on this basis; however, in such cases the basis will be determined through a conference between the Company and the Union and the employees involved.

Section 37.22 (c)

All peddle operations involving runs of more than forty (40) miles one way shall be paid on the following basis:

- 1) the mileage rate shall be paid on the part or parts of the run where there is forty (40) miles or more of continuous driving without delivering or picking up;
- 2) the hourly rate shall be paid on the part or parts of the run where there is less than forty (40) miles of continuous driving without delivering or picking up.

Section 37.22 (d)

All trips between terminals within metro areas will be paid at the hourly rate of pay. Metro areas are to be defined as connected suburbs. Where the metro area is not specifically defined by legislation and where this condition exists, the Company and the Union will meet to define the area concerned.

Section 37.23 - Border Appendices

Conditions agreed to for the movement of traffic across International Boundaries are outlined in Appendices which will be signed by the Company and the Local Union(s) involved and form part of the Agreement.

Section 37.24 - Safety

No driver **shall** be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar.

The Company 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 37.25

No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the Industrial Safety Act, the Ontario Safety Act or the Canada Labour Safety Code, whichever is applicable.

Section 37.25 (a) - Safety Committee

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

Section 37.26 - Hand Holds and Steps

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

Section 37.27

All power equipment shall have sufficient mud flaps installed.

Section 37.28

Any changes in Provincial or Federal law pertaining to the Company's operation are to be posted in the terminals if the information is available.

ARTICLE 38

MAINTENANCE OF STANDARDS

Section 38.1 - Maintenance of Standards

It is agreed between the Signatories to this Agreement that area or operational practices enjoyed by any Local Union and/or Company will be maintained unless otherwise mutually agreed. If a dispute arises, either party may elect to process a grievance through the normal Grievance Procedure.

ARTICLE 39

TRANSFER OF OPERATIONAL RIGHTS

Section 39.1 - Transfer of Operational Rights

The Company agrees that if it sells or transfers to a subsidiary Company or a new Company established within the framework of the same corporate entity any licence, right to operate or operating authority which has been granted to it for the purpose of moving **goods** or commodities anywhere within the jurisdiction of the Local Unions Signatory to this Agreement, **the** following conditions will apply:

- a) employees of the Company will not be laid off **as** a direct result of the aforementioned transfer or sale;
- b) the subsidiary or new Company **to** which the sale or transfer is made will recognize the appropriate Local Union(s) as the bargaining agent for employees and/or brokers of the subsidiary or new Company.
- c) the subsidiary or new Company and the appropriate Local Union(s) agree to be bound by the **terms** and conditions of the "Ontario 'C' Carriers Agreement".



ARTICLE 40
DURATION

Section 40.1

The term of this Agreement shall be **from OCTOBER 31ST, 1993 to SEPTEMBER 30TH, 1997**. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Section 40.2 - Negotiations for Renewal Agreement

The parties agree that grievances, arbitration **cases**, court cases **or** litigation **of** any kind will not become the subject of negotiations for the renewal of this Collective Agreement, unless by mutual consent.

DATED at Toronto this 6th day of January, 1994.

FOR THE COMPANY

Dick Mills

Bob Prieur

FOR THE UNION

Wayne L. Gibson

Dave Phelp

APPENDIX "A"

RATES OF PAY

Section A - Regular Hourly Rates of Pay

Effective **OCTOBER 31ST, 1993**

Drivers

\$15.19 per hour

Effective **JANUARY 1ST, 1995**

\$15.44 per hour

Effective **JANUARY 1ST, 1996**

\$15.74 per hour

Effective **JANUARY 1, 1997**

\$16.04 per hour

Personnel whose work is predominantly the operation of motor lift trucks or other motorized freight handling equipment will be paid according to the rates provided for drivers.

The Company agrees to pay a premium of ten cents (.10) per hour in addition to the regular hourly rates to each employee for all hours worked between the hours of 7:00 p.m. and 3:00 a.m.

Section B - Mileage Rates

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

Effective **OCTOBER 31ST, 1993**

2, 3 & 4 axles **33.64** cents

5 & 6 axles **33.84** cents

7 axles and up **34.04** cents

Effective **JANUARY 1ST, 1995**

2, 3, & 4 axles **34.14** cents

5 & 6 axles **34.34** cents

7 axles and up **34.54** cents

ST/A
31 May 94

Effective **JANUARY 1ST, 1996**

2, 3, & 4 axles	34.74 cents
5 & 6 axles	34.94 cents
7 axles and up	35.14 cents

Effective **JANUARY 1ST, 1997**

2, 3, & 4 axles	35.34 cents
5 & 6 axles	35.54 cents
7 axles and up	35.74 cents

Drivers shall be paid a premium of five tenths of a cent (.5 cents) per mile when operating double hook-up equipment up to and including the legal limit and two cents (2 cents) per mile premium for operating double hook-up equipment over this limit. Drivers shall be paid a premium of two cents (2 cents) per mile when operating triple hook-up equipment.

The Driver's overtime premium rate pursuant to Section 20.4 and Section 20.5, Section 22.2 (e) and Section 23.2 (g) is as follows:

Effective **OCTOBER 31ST, 1993**

\$8.14 per hour

Effective **JANUARY 1ST, 1995**

\$8.27 per hour

Effective **JANUARY 1ST, 1996**

\$8.42 per hour

Effective **JANUARY 1ST, 1997**

\$8.57 per hour

Probationary Rates of Pay

85% of applicable rates of pay during the first twelve (12) months worked.

90% of applicable rates of pay during the second twelve (12) months worked.

95% of applicable rates of pay during the third twelve (12) months worked.

Drivers are to receive full rate of pay after thirty six (36) months worked.

For the purpose of applying this section a day worked in any month shall be considered as one month worked.

APPENDIX "B"
RULES AND REGULATIONS

2
1

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after two (2) years.

Nothing in these Rules and Regulations shall deprive the employee of the right to challenge a penalty through the regular Grievance Procedure. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company.

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

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

Section 1 - Passengers

Section 1 (a)

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

Section 2 - Accidents

Section 2 (a)

Accidents for which the employee is at fault or for which his action or lack of action is a contributory factor, will result in disciplinary action which may range from reprimand to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents.

However, the driver will be absolved of blame if the accident is proven to be caused by mechanical failure, and the Company will then be responsible for wages and expenses if the driver involved is required to appear in court relating to the accident.

Section 2 (b)

Suspension for the investigation of an accident shall not exceed five (5) days (Saturdays, Sundays and General Holidays excluded). Employees will be paid for all lost time during said investigation period should it be found that they were not at fault.

Section 2 (c)

Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the employee being subject to dismissal.

Section 2 (d)

Employees involved in accidents will be notified in writing by the Company whether the accident was a chargeable or a non-chargeable accident within thirty (30) days after the last day of the month in which the accident occurred.

Section 3 - Equipment

Section 3 (a)

Tampering with tachograph, governor or other safety devices:

1st offense - 1 week off

2nd offense - subject to dismissal

Section 3 (b)

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

1st offense - reprimand

2nd offense - 1 day off

3rd offense - 3 days off

subsequent offenses - subject to dismissal

Section 3 (c)

Failure to properly tarp cargo and equipment:

1st offense - reprimand

2nd offense - 1 day off

3rd offense - 3 days off

subsequent offenses - subject to dismissal

Section 3 (d)

Failure to report mechanical defects in equipment, if known:

1st offense - 1 day off

2nd offense - 3 days off

subsequent offenses - subject to dismissal

Section 3 (e)

Unauthorized use of Company motor vehicles:

1st offense - reprimand to three days off

2nd offense - subject to dismissal

Section 4 - Conduct and Behaviour

Section 4 (a)

Consuming intoxicants or illegal stimulants while on duty or on the Company's property:

1st offense - subject to dismissal

Section 4 (b)

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

1st offense - reprimand to 1 week off

2nd offense - subject to dismissal

Section 4 (c)

Theft or wilful damage:

1st offense - subject to dismissal

Section 4 (d)

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

1st offense - reprimand

2nd offense - 1 day off

3rd offense - 3 days off

4th offense - subject to dismissal

Section 4 (e)

Deliberate disobedience of orders of authorized personnel:

1st offense - subject to dismissal

Section 4 (f)

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

Section 5 - Reports

Section 5 (a)

Deliberate falsification of time **cards** or trip reports:

1st offense - subject to dismissal

Section 6 - Driving Behaviour

Section 6 (a)

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

1st offense - reprimand

2nd offense - 1 day off

3rd offense - 3 days off

4th offense - subject to dismissal

Section 7 - Attendance

Section 7 (a)

Absence from work without reasonable explanation:

1st offense - reprimand

2nd offense - reprimand

3rd offense - **3** days off

4th offense - subject to dismissal

Section 7 (b)

Failure to notify the Company of intent to be absent from work at least one (**1**) hour before the regular starting time unless there is a reasonable explanation for such failure:

1st offense - reprimand

2nd offense - reprimand

3rd offense - **3** days off

4th offense - subject to dismissal

Section 7 (c)

Reporting late for work without a reasonable explanation:

1st offense - reprimand

2nd offense - 1 day off

3rd offense - **3** days off

4th offense - subject to dismissal

APPENDIX "E"
INTERNATIONAL TRAFFIC

The Parties agreed that the following conditions will apply to all future operations into or out of the United States:

- 1) **All** conditions **of** the current Collective Agreement between the parties shall apply except for the following:
- 2) The Company will pay Canadian hourly or mileage rates of pay for all operations in the United States.
- 3) **Any** operation within forty (**40**) miles of the Canadian toll shall **be** paid at the hourly rate from the time **of** arrival at the toll until the driver returns to the Canadian Customs.
- 4) Drivers will be paid for the actual time spent in the United **States** except if he is laid **over**.

Letters **of** Understanding

FOR THE COMPANY

Dick Mills

Bob Prieur

FOR THE UNION

Wayne L. Gibson

Dave Phelp

LETTER OF UNDERSTANDING #1

SUPPLEMENTARY AGREEMENT TO THE COLLECTIVE AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN &
HELPERS OF AMERICA LOCAL 141**

and

TEAMSTERS LOCAL UNION 938

The above parties agree to the Collective Agreement, effective as of **October 31, 1993** to **September 30, 1997** between them, and further agree that this Agreement shall be amended and deemed to contain the following clauses:

1) **TIRECHANGE**

If possible and in any case where a driver changes his own tire or tires he shall receive a premium of thirty five dollars (**\$35.00**) per tire in addition to his hourly rate. The above premium shall not apply where outside assistance is called in to complete the tire change.

- 2) Drivers operating with electric steering pole trailers should be paid at the hourly rate regardless of mileage driven.
- 3) Drivers, while operating on the highway with trailers exceeding **eighty** two feet (**82'**) in overall length and ten feet (**10'**) in overall width, be paid a premium of two cents (**.02**) per mile in addition to the rates as contained in Appendix "A".

DATED at Toronto this **6th day of January, 1994.**

FOR THE COMPANY

Dick Mills

Bob Prieur

FOR THE UNION

Wayne L. Gibson

Dave Phelp

LETTER OF UNDERSTANDING #2

- 1) The Company will supply three (3) pairs of approved gloves to all drivers per annum, in January, May and September of each year, if the employee is working. New or returning employees will get one pair when they return and will then miss the next issue.
- 2) Drivers will not be compelled to carry any freight in the cabs of the trucks.
- 3) The Company is to supply leather jackets to the mechanics who weld.
- 4) Mechanics must be off the clock ten (10) hours before accepting a highway dispatch and will only be offered this work after regular employees in the highway department have been offered this work.
- 5) The Company is to pay sixty dollars (**\$60.00**) to each employee upon receipt for safety shoes. This is in addition to Section 37.20 (c) of the Freight Agreement and Section 38.28 of the Maintenance Agreement. To be eligible, an employee must be in the employ of the Company six (6) months.
- 6) Drivers will be paid the appropriate hourly rate while operating between Bowmanville and C.B.M. Bathurst Street.
- 7) The Company is to pay accumulated Cost of Living Allowance by first pay period in November of each year.

DATED at Toronto this 6th day of January, 1994.

FOR THE COMPANY

Dick Mills

Bob Prieur

FOR THE UNION

Wayne L. Gibson

Dave Phelp

LETTER OF UNDERSTANDING#3

between

HUTTON TRANSPORT LIMITED

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN &
HELPERS OF AMERICA, LOCAL 141**

and

TEAMSTERS LOCAL UNION 938

In addition to the Freight Agreement and Maintenance Agreement the following items are also agree to:

- 1) That Section **22.3 (b)**, **23.2 (j)**, (second paragraph only) and Section **23.2 (y)** are to be deleted from contract. **Also** delete Part-time and Casual Help Clauses with the Understanding Article 9 will apply **to** new hires. The Part-time and Casual Help Clauses were Articles 29 and 31 in previous Agreements.
- 2) If drivers find suitable accommodations then Section **23.3 (c)** will apply. This clause in addition to Section **23.2 (s)**.
- 3) In addition to Section **32.2** it is agreed between the Company and the Union that if a member is injured ~~or~~ requires hospitalization while on Company business in the U.S.A. the Company will cover the difference between the hospital ~~or~~ doctor charges and that ~~of~~ what O.H.I.P. covers.
- 4) Add **to** Article **35**: The Company agrees **on** the first pay period of November of each year to pay C.O.L.A. in a lump sum.
- 5) The Company agrees to share the cost of the Collective Agreement on a 50/50 basis.

- 6) In the Letter of Understanding #1 in the maintenance agreement, mechanics must be off the clock ten (10) hours before accepting highway dispatches and will include after completing the highway dispatch, mechanics must be off ten (10) hours before reporting for duty.

DATED at Toronto this 6th day of January, 1994.

FOR THE COMPANY

Dick Mills

Bob Prieur

FOR THE UNION

Wayne L. Gibson

Dave Phelp

MEMBERS OF LOCAL 141

EXECUTIVE BOARD

PRESIDENT — RAY A. ELLIOTT

VICE-PRESIDENT — EVERETT H. WINEGARDEN

SECRETARY-TREASURER — ROB FLETCHER

RECORDING SECRETARY — LORNE ELLIOTT

TRUSTEE — WAYNE L. GIBSON

TRUSTEE — WARREN STACPOOLE

TRUSTEE — KELLY SHERMAN

BUSINESS AGENT

WAYNE L. GIBSON 455-5180

WAGE CARD FOR AGREEMENT NO. 0347705

JURISDICTION

FED X
PROV
PSSRA

AGREEM. EFFEC. DATE: 931031
AGREEM. EXP. DATE: 970930
NO. OF EMPLOYEES: 200

SETTLEMENT DATE: 931107
WAGE EFFECTIVE DATE: 931031
WAGE REOPENER DATE:

STAGE OF SETTLEMENT: CO
DUR. OF NEGOTIATION: 03

SIC: 507

COMPANY: Hutton Transport: Limited

UNION: International Brotherhood of Teamsters

LOCATION: Southern, Ont.

COLA: NONE DELETED EXISTS X INACTIVE

COMMENTS:

> Amend COLA information

>

>

>

	DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
-->	931001	17.040	0.00	931031	15.190	-10.9	950101	15.440	1.65
-->	960101	15.740	1.94	970101	16.040	1.91		0.000	0.00
-->									

> by \$50.00 per month

*** PREVIOUS COLA INFORMATION ***

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

DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > Can 1981=100 < # OF CALC.: 04 COMP. FQ.: 12

COLA TYPE:

> 10 cents / %

>

TRIGGER: > 5.0%

CAP: >

COMP. PER.:

> Sept. 93-Sept. 94: Sept. 94-Sept. 95: Sept. 95-Sept. 96: Sept. 96-Sept. 97.

>

FOLD-IN DTS: >

OTHER:

> Lump Sum payment if triggered.

>

>

>

..... END REPORT

WAGE CARD FOR AGREEMENT NO. 0347705

JURISDICTION

FED X
 PROV
 PSSRA

AGREEM. EFFEC. DATE: 931001
 AGREEM. EXP. DATE: 970930
 NO. OF EMPLOYEES: 200

SETTLEMENT DATE: 931107
 WAGE EFFECTIVE DATE: 931001
 WAGE REOPENER DATE:

STAGE OF SETTLEMENT: CO
 DUR. OF NEGOTIATION: 03

SIC: 507
 COMPANY: Hutton Transport Limited
 UNION: International Brotherhood of Teamsters

LOCATION: Toronto, Ont.

COLA: NONE DELETED EXISTS X INACTIVE

COMMENTS:
 > Amend COLA information

OCCUP.: DRIVER
 HOURS WORKED: 40.00
 PREV. NEG. BASE RATE: 17.040 + COLA FOLD-IN AMT: (0.000) = 17.040

							RATE	%	
-->	931001	17.040	0.00	931031	15.190	-10.9	950101	15.440	1.65
-->	96'0101	15.740	1.94	970101	16.040	1.91	0.000	0.00	

WAGE INCREASES:
 > (-\$1.85) -.25 cents-30 cents-30 cents

LUMP SUM PAMNTS: >
 CHNGS. IN INCR.: >
 SPEC. ADJ.: >
 OTHER:

> *Effective Oct 1/93 per cent contribution by Employer increase*
 > *\$1500/mth*

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

*** CURRENT COLA INFORMATION ***
 CPI TYPE: > Can 1981=100 < # OF CALC.: 04 COMP. FQ.: 12

COLA TYPE:
 > 10 cents / %

TRIGGER: > 5.0%

CAP: >

COMP. PER.:
 > Sept. 93-Sept. 94: Sept. 94-Sept. 95: Sept. 95-Sept. 96: Sept. 96-Sept. 97.

FOLD-IN DTS: >

OTHER:
 > Lump Sum payment if triggered.



0347706

COLLECTIVE BARGAINING PROGRESS REPORT RAPPORT SUR L'ÉTAT DES NÉGOCIATIONS COLLECTIVES

FOR THE MONTH OF
POUR LE MOIS DE

19

Company
Compagnie

HUTTON TRANSPORT LTD

Union
Syndicat

SENIOR ONE

Bargaining Unit
Groupe de négociation

TEAMSTON

During the month indicated above the negotiations between the foregoing parties were at the following stage(s):
Durant le mois indiqué ci-dessus les négociations entre les parties susmentionnées étaient au stade ci-après :

09/30/97

Number of employees covered: (Indicate in first progress report only)

Nombre d'employés visés : (Indiquer seulement dans le premier rapport progressif)

200

~~Suspect~~ 15/12/97

CONCILIATION
916-04 - Nelson

FRCS

Comments:
Remarques:

JULY - 97
AUG - 97
SEP - 97
OCT - 97
NOV - 97

FRAMPCE

called
Nina

For Use of Branch Office
A l'usage du bureau de la Direction
WAYNE GIBSON - 416
- CONDON -
519-455 5180

Reporting Branch Office
Bureau de la Direction
dont provient le rapport

Signature



Jour Travail
Canada

SETTLEMENT REPORT RAPPORT DE RÉGLEMENT

FILE DOSSIER 0747706 COMPANY COMPAGNIE HUTTON TITANS DATE

UNION SYNDICAT Teachers BARGAINING UNIT UNITÉ de NÉGOCIATION Local 938

No. OF EMPLOYEES NOMBRES D'EMPLOYÉS (50) SETTLEMENT DATE DATE DE SIGNATURE Nov 10/87 STAGE STADE TS.

EFFECTIVE DATE DATE D'ENTRÉE EN VIGUEUR 02/1/87 TERMINATION DATE DATE DE TERMINAISON Est 30/ DURATION (MO.) DURÉE (MOIS) 3

OBR & CLASSIFICATION ANG. TAUX DE BASE ET CLASSIFICATION ANY ADJUST? RAJUSTEMENT

Local (938) DAVE PHILL 700 259 6245 5Mk with
WAYNE GIBSON - LONDON - 455 5180 (518) - Team @ Teachers

WAGES EFFECTIVE DATE DATE D'ENTRÉE EN VIGUEUR DES SALAIRES	%	CHR. ¢ HEURE	\$ WK. \$ SEM.	MONTH MOIS	YEAR ANNÉE	RANGE MARGE
<u>Oct 1/87</u>						<u>DAVE PHILL</u> <u>NANA</u>
						<u>938</u> <u>905 - 624 0246</u>
						<u>905 - 579 2128</u> <u>Dave - Ostrin</u>
						<u>938</u>

RETROACTIVITY OR SETTLEMENT PAY
RAPPEL DE SALAIRE OU MONTANT FORFAITAIRE Ning - 7 will -

COLA
INDEMNITÉ DE VIE CHÈRE

HOURS OF WORK
HEURES DE TRAVAIL

SHIFT PREMIUM
PRIME D'ÉQUIPE

OVERTIME PAY - ON WORK DAY
RÉMUNÉRATION DES HEURES SUPPLÉMENTAIRES: UN JOUR OUVRABLE

- ON FIRST DAY OF REST
- LE PREMIER JOUR DE REPOS
- ON SECOND DAY OF REST
- LE DEUXIÈME JOUR DE REPOS
- ON HOLIDAY
- UN JOUR FÉRIÉ

REPORTING PAY
INDEMNITÉ DE PRÉSENCE

CALL BACK PAY
INDEMNITÉ DE RAPPEL

STAND-BY PAY
TAUX DE SALAIRE DE DISPONIBILITÉ

PAID HOLIDAYS
JOURS FÉRIÉS PAYÉS

PAID VACATIONS:
VACANCES PAYÉES:

HEALTH & WELFARE: LIFE INSURANCE
SANTÉ ET BIENÊTRE: ASSURANCEVIE

AD & D
MORT ACC. ET DÉMEMBREMENT

HOSPITAL - MEDICAL
HÔPITAL MÉDICAL

SICKNESS AND ACCIDENT
MALADIE ET ACCIDENT

LONG TERM DISABILITY
INVALIDITÉ DE LONGUE DURÉE

SICK LEAVE
CONGÉ DE MALADIE

PENSION PLAN
RÉGIME DE PENSION

SEVERANCE PAY
INDEMNITÉ DE DÉPART

TECHNOLOGICAL CHANGE
CHANGEMENT TECHNOLOGIQUE

TRANSPORTATION ALLOWANCE
ALLOCATION DE TRANSPORT

TRAVELLING PAY
ALLOCATION DE VOYAGEE

BEREAVEMENT LEAVE
CONGÉ DE DEUIL

OTHER PAID LEAVE
AUTRES CONGÉS PAYÉS

- JURY DUTY
- SERVICE JUDICIAIRE

- MARRIAGE
- MARIAGE

- CHILDBIRTH
- ACCOUCHEMENTÉ

MEAL ALLOWANCES

0347706

SETTLEMENT REPORT
RAPPORT DE RÉGLEMENT

FILE DOSSIER COMPANY COMPAGNIE Hutter Langst DATE

UNION SYNDICAT BARGAINING UNIT UNITÉ de NEGOCIATION

No. OF EMPLOYEES NOMBRES D'EMPLOYÉS 119 SETTLEMENT DATE DATE DE SIGNATURE 4 Nov 97 STAGE STADE

EFFECTIVE DATE DATE D'ENTRÉE EN VIGUEUR 01/1/97 TERMINATION DATE DATE DE TERMINAISON 30/9/2007 DURATION (MO.) DURÉE (MOIS)

OBR & CLASSIFICATION ANG. TAUX DE BASE ET CLASSIFICATION ANY ADJUSTED RAJUSTEMENT 66 dim 16 shy

NUNA Local 938 377 938 82 141

WAGES, EFFECTIVE DATE DATE D'ENTRÉE EN VIGUEUR DES SALAIRES	%	¢ HR. ¢ HEURE	\$ WK. \$ SEM.	MONTH MOIS	YEAR ANNÉE	RANGE MARGE
Jan 1/98	45	0.98	1/week			
58	45	1.09				
2000	50	1.0				
2001	50	1 cent				
2002	55	1.1	1.10			

RETROACTIVITY OR SETTLEMENT PAY
RAPPEL DE SALAIRE OU MONTANT FORFAITAIRE 2003 - 55 - 1.1

COLA INDEMNITÉ DE VIE CHÈRE Dimin 0/7 pri 0/7 Pensions

HOURS OF WORK HEURES DE TRAVAIL 8.79

SHIFT PREMIUM PRIME D'ÉQUIPE 9.03

OVERTIME PAY: ON WORK DAY
RÉMUNÉRATION DES HEURES SUPPLÉMENTAIRES: UN JOUR OUVRABLE 9.28

- ON FIRST DAY OF REST
- LE PREMIER JOUR DE REPOS 2001 9.53

- ON SECOND DAY OF REST
- LE DEUXIÈME JOUR DE REPOS 02 9.79

- ON HOLIDAY
- UN JOUR FÉRIÉ 10.07

REPORTING PAY INDEMNITÉ DE PRÉSENCE

CALL BACK PAY INDEMNITÉ DE RAPPEL

STAND-BY PAY TAUX DE SALAIRE DE DISPONIBILITÉ

PAID HOLIDAYS JOURS FÉRIÉS PAYÉS

PAID VACATIONS:
VACANCES PAYÉES:

HEALTH & WELFARE: LIFE INSURANCE
SANTÉ ET BIEN-ÊTRE: ASSURANCE-VIE

AD & D
MORT ACC. ET DÉMEMBRÉMENT

HOSPITAL - MEDICAL
HÔPITAL - MÉDICAL

SICKNESS AND ACCIDENT

LONG TERM DISABILITY
INVALIDITÉ DE LONGUE DURÉE

SICK LEAVE
CONGÉS DE MALADIE

PENSION PLAN
RÉGIME DE PENSION

SEVERANCE PAY
INDÉMNITÉ DE DÉPART

TECHNOLOGICAL CHANGE
CHANGEMENT TECHNOLOGIQUE

TRANSPORTATION ALLOWANCE
ALLOCATION DE TRANSPORT

TRAVELLING PAY
ALLOCATION DE VOYAGE

93

BEREAVEMENT LEAVE
CONGÉS DE DEUIL

OTHER PAID LEAVE
AUTRES CONGÉS PAYÉS

- JURY DUTY
- SERVICE JURIDIQUE

- MARRIAGE
- MARIAGE

- CHILD BIRTH
- ACCOUCHEMENT

MEAL ALLOWANCES
ALLOUATIONS DE REPAS