

COLLECTIVE AGREEMENT

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NO. OF EMPLOYEES	70		
NOMERE D'EMPLOYES	AH		

between

REIMER EXPRESS LINES LTD.
(hereinafter referred to
as the "Company");

- and -

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS,
LOCAL 141 and TEAMSTERS UNION LOCAL 938,
affiliated with the International Brotherhood
of Teamsters, Chauffeurs, Warehousemen
and Helpers of America
(hereinafter referred to as the
"Union").

EXPIRY DATE: December 31st 1988

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ARTICLE 1

PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

Reimer Express Lines Ltd. does hereby recognize the Union as the exclusive bargaining agent for certain employees employed by the Company at the Toronto and London terminals.

For the purpose of **this Agreement**, Reimer Express Lines Ltd. is referred to as the "Company".

Section 1.2 - Scope of Bargaining Unit

The term "employee" shall mean all employees save and except foremen, those above the rank of foreman, office staff, sales staff, security guards and office janitors.

Section 1.3 - Effective Date

It is further agreed that the effective date of the Collective Agreement shall be January 1st, 1986 and that the term shall be from this date to December 31st, 1988.

Section 1.4 - Date of Application

The terms and conditions of this Agreement having been ratified by the employees employed by the Company, shall be applied to operations commencing on January 1st, 1986.

Section 1.5 - 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 a high degree of discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment which 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 1 - Preamble and Recognition - continued

Section 1.6 - 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 the 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.

Article 2 - Union Security - continued

Section 2.4 (a) - 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**. In the case of an employee on Workmen's Compensation, the checkoff 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** twenty-five dollars (**\$25.00**) per week. **The Union will** refund directly to the **employee any such monies deducted** in error along with confirmation of such refund of the Company.

Section 2.4 (c) - Checkoff Lists

The Union will supply the Company with a supply of **printed checkoff forms** 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, Dues Deduction Authorization Forms and Health and Welfare Enrolment Forms, all of which shall be **signed by all new employees on the date** of hire. It will be the responsibility of the Company to ensure **that** all completed Application for Membership Forms and **Health and Welfare** Forms are returned to the Union. **All forms shall be** returned to the Union **within** fourteen (14) days from the date of **hire**.

Article 2 - Union Security - continued

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 (f) - Submission of Checkoff

The checkoff and cheque 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. If the checkoff and cheque have not arrived by the tenth (10th) day of the month, the Local Union's Secretary Treasurer will, by registered mail, so notify the delinquent Company who will ensure that the Company remits the cheque within seven (7) days of receipt of the notification.

Section 2.4 (g) - T4 Slips

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

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 of the prerogatives of management and, without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations and to hire 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 - Rights 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

DISCRIMINATION

Section 4.1 - Canadian Charter of Rights and Freedoms

No person shall be refused employment; or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

Section 4.2 - Right of Access for Union Representatives

Representatives of the Local Union shall be allowed to enter the Company premises to deal in the administration of the Agreement provided they do not interfere with the normal operation of the Company.

ARTICLE 5

STEWARDS

Section 5.1 - Right of Union to Appoint Stewards

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

Section 5.2 (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 5.2 (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 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.

Article 5 - Stewards - continued

Section 5.2 (c) - Limitation in Payment of Steward

The provisions as outlined in Section 5.2 (b) are not subject to daily call-in guarantee as outlined in Section 21.3 (c) or in the overtime provisions as outlined in Sections 21.2 (d) and 21.3 (a). In no case shall payment to the steward for time used in processing a grievance be extended beyond Step 2 as outlined in Section 6.2 (b) of the Grievance Procedure.

Section 5.2 (d) - Steward 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 as outlined in Section 6.2 of this Agreement.

Section 5.3 - Names and Changes of Stewards

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 5.4 - 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 5.5 - Steward's Seniority for Work

For the purpose of layoff and the day to day allocation of work within his department, the steward shall be established on the seniority list as the second man, but he shall not use the steward's seniority for the purpose of vacation preference, job bids, extra highway trips as they apply to the City Department or shift changes. In a department where there is more than one (1) steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.

Section 5.6 - Access to Trip Reports, etc.

For the purpose of processing specific grievances or disputes, Business Representatives and stewards shall have access to P & D sheets and time cards. P & D sheets and time cards will be made available immediately at the head office during the office hours of the Company and at other terminals within three (3) working days,

ARTICLE 6GRIEVANCE PROCEDURE AND ARBITRATIONSection 6.1 - 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. **There** shall be an earnest effort on the part of both parties to **settle** such grievances promptly through the following steps.

Section 6.2 (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 Health and Welfare, Pension, Ontario Health **Insurance** Plan premiums 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 8**. 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 6.2 (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.

Article 6 - Grievance Procedure and Arbitration - continued

Section 6.2 (c) - Arbitration

Should **the** parties fail to **reach** satisfactory settlement in the preceding steps, the final settlement **of** the grievance **must** be submitted to an arbitration board as outlined **below**.

Section 6.3 - 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 **must** be submitted to a Board of Arbitration as outlined in Section 6.2 (c).

Section 6.4 - 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 Section 6.2 (b) of the Grievance Procedure.

Section 6.5 - 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 seven (7) calendar days after the General Manager or his designate **has** rendered a decision or failed to render a decision as provided for in Section 6.2 (b);
- (b) a **Company** grievance within seven (7) calendar days **after** **the** meeting with the Union representative;
- (c) a **Union** grievance within seven (7) calendar days **after** **the** meeting with the Company's representative.

Article 6 - Grievance Procedure and Arbitration continued

Section 6.5 - Procedure for Arbitration - continued

A notice of intent to arbitrate under the foregoing provision **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 Chairman 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 Chairman within the thirty **(30)** calendar days from the date of their appointment, either party or their nominee shall request the Federal **Minister** of Labour to **make** the appropriate appointment.

Section 6.5 (a)

Within seven **(7)** **calendar days** of receipt **of** the **notice** of intent to arbitrate under Section 6.5 the grieving parties **may**, by mutual agreement, elect to proceed to arbitration by **a** one person Board of Arbitration. Should the parties fail to appoint a one person Board of Arbitration within the thirty **(30)** calendar **days**, either party **shall** request the Minister of Labour to **make** the appropriate appointment.

Section 6.6 - 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 6.7 - Expenses of Board Members

Each of the parties hereto **will** bear the expense of their nominee to the Board of Arbitration **and** the parties will equally bear the **fees** and expenses of the Chairman.

Article 6 - Grievance Procedure and Arbitration - continued

Section 6.8 - 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 6.9 - 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 6.10 - 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 6.11 - 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 7

STRIKES, LOCKOUTS AND PICKET LINES

Section 7.1 - 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 7.2 - Picket Lines

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

Section 7.3

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

Section 7.4

Each party recognizing the 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 7.5

In such cases a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 8

SENIORITY

Section 8.1 - Terminal Seniority

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

Section 8.2 - Purpose of Seniority

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

Section 8.2 (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 8.2 (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 8.2 (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 8.2 (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 future are returned to normal.**

Article 8 - Seniority - continued

Section 8.2 (d) - Temporary Nature of Layoff - continued

Any employee who exercises **his** seniority as provided for in Section 8.2 (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 8.2 (e) - Continued Loss of Work

If a continued **loss** of **work** exists for an employée 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 employees.

Section 8.2 (f) - Retention of Terminal Seniority
During Layoff

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

Section 8.3 - Posting of Seniority Lists

Seniority **lists** containing the name and starting date of employees will **be** prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for stewards and Business Representatives. A seniority **list** containing **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 of each year.

Section 8.4 - Probationary Period

Employees will **be** considered probationary until placed on the seniority **list**. Once an **employee** has exceeded twenty (20) hours in any one (1) **work** week, such employee shall **work** under the provisions of this Agreement and **shall be** employed on a probationary basis for sixty (60) 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 sixtieth (60th)** 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.

Article 8 - Seniority - continued

Section 8.5 - Retention of Seniority After Promotion

Employees promoted to supervisory position 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 8.6 - 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** the **leave** of absence;
- (e) if an employee **is** absent **from work** without securing a leave of absence for **more** than three (3) consecutive working days;
- (f) if **an** employee is laid **off** and not recalled **for** a period extending beyond twenty-four (24) consecutive working months or **if** such **employee** requests and is paid any statutory termination benefits, whichever comes first.

Article 8 - Seniority - continued

Section 8.7 - Leave of Absence Provision

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 8.8 - 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 8.9 - 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.

ARTICLE 9

COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) OR OPERATIONS

Section 9.1 - 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 or terminals under the jurisdiction of the Signatories to this Agreement, the Company will give the Union sixty (60) days written notice of such closure. During this sixty (60) day period, the Company will meet with the affected Unions to outline the reasons for the closure.

Where a closure is 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.

Article 9 - Complete or Partial Closure of Terminal(s)
or Operations - continued

Section 9.2 - 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 department of the terminal from which the work is being moved;**
- (b) failing agreement under Section 9.2 (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 employees subject to layoff;**
- (c) , it must be clearly established that there is a movement of work in order for the above provision to apply;**
- (d) any employee who is laid off as a result of the partial closure will be given thirty (30) days' notice of such layoff or pay in lieu thereof;**
- (e) any dispute arising under the above provisions shall be immediately referred to Arbitration as outlined in Section 6.2.**

Section 9.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 9.1 or 9.2 will retain their seniority at the terminal from which they have moved, and in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months, but within thirty-six (36) months from the date of their original move, such employee may elect to remain at his existing location or return to his original terminal.

Article 9 - Complete or Partial Closure of Terminal(s)
or Operations - continued

Section 9.4 - 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 Sections 9.1 or 9.2 for a period of **three (3)** months from the date of the move or until the date of the next **annual** job bid whichever comes first.

Section 9.5

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

ARTICLE 10

MERGERS

Section 10.1

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

Section 10.2

In the event **any** of the Companies affected by **the** merger **have** **laid off** employees prior to the merger, the seniority of those employees **on** **layoff** 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 8**, **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.

Article 10 - Mergers - continued

Section 10.3

In the event that **the** preceding sections in the opinion of either party fail to **provide** adequate protection of seniority rights at **the** time of 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 or Unions concerned.** If mutual agreement is not reached, the conditions outlined in Sections 10.1 and 10.2 will apply.

ARTICLE 11

LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

Section 11.1 - Leave of Absence for Employees
to Work with the Teamsters Union

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 their respective Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

ARTICLE 12

EQUIPMENT

Section 12.1 (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 12.1 (b) - Duty of Employees to Report Defects

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

Article 12 - Equipment - continued

Section 12.1 (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 12.1 (d) - Responsibility of **Company**
to Maintain Vehicles

The maintenance of equipment in sound **operating** condition is **not only** a function but a responsibility of Management.

Section 12.1 (e) - Right of Company to Determine
Condition of Equipment

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

Section 12.1 (f) - Right of Employees to
Refuse Unsafe Equipment

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

Section 12.2 - 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 Management, unless the employee has been proven negligent.

Section 12.3 - Equipment on **Power Units**

It is **agreed** between the Union and the Company having **regard** for 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 to be weatherproof. All new equipment put into **use** shall be **equipped** with **west** coast mirrors,

Article 12 - Equipment - continued

Section 12.4 - Speedometers

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

Section 12.5 - 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 also that the office of the Company 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.

Section 12.6 - 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 12.7 - Braking Systems

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

ARTICLE 13

MEDICAL EXAMINATIONS

Section 13.1 - 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 Company shall pay for all **such** examinations. The Company reserves the right to select their **own** medical **examiner** or **physician** and the Union may, if in their opinion they think an **injustice** has been done an employee, have said employee re-examined at the Union's expense.

Article 13 - Medical Examinations - continued

Section 13.2

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

Section 13.2 (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 13.2 (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 13.2 (c) - Report of Medicals

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

Section 13.2 (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 13.2 (e) - 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 requirement applied by the Department of Transport, then he shall retain his terminal seniority for work preference and layoff and may bump into whatever department his seniority and qualifications entitle him to.

ARTICLE 14

UNIFORMS

Section 14.1

All **drivers** once placed on the seniority list shall be required by the Company to wear a uniform at a standard required by the Company with the **Company** contribution being **one** hundred percent (100%) of the full price of the said uniform.

The uniform will consist of one (1) jacket, **two** (2) pair winter pants, three (3) long **sleeved** shirts, **one** (1) parka or Liner every three (3) **years**, **three** (3) short **sleeved** shirts and two (2) pair summer pants.

If the **employee** is discharged or **terminates** his employment within ninety (90) **days** from the date of receiving the uniform, **the employee will be held** responsible for the full cost of the uniform, Such uniform to bear a recognized **Union label**.

ARTICLE 15

EXTRA CONTRACT AGREEMENTS

Section 15.1 - 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.

Section 15.2

It is understood and agreed between the **parties** hereto that in the event the Company commences a **highway operation from** the Toronto or **London** terminals, negotiations will commence **immediately by the parties** hereto to amend the within agreement to incorporate **highway drivers mileage** rates and conditions. If this Agreement **is not** amended within thirty (30) **days** of the commencement of negotiations then in **such event this matter may be** at the option of either party **and may be** referred to the Federal Labour Relations **Board for conciliation proceedings**.

ARTICLE 16

NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 16.1 - Establishment of Rates for New Types of
Equipment or New Categories of Work

When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first (1st) day the equipment or categories of work were put into use or effect.

ARTICLE 17

BULLETIN BOARDS

Section 17.1

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

ARTICLE 18

LOSS AND DAMAGE TO CARGO OR EQUIPMENT

Section 18.1 - Loss or Damage to Cargo

Employees shall not be charged for loss or damage to cargo unless clear proof of negligence is shown. In the event of such loss or damage, the Company shall have up to fifteen (15) days from the receipt of a claim to register a claim with the employee. Before the employee signs an authorization to deduct a claim, a representative from the Union must be notified and the employee shall have seven (7) days to register a grievance should he fail to agree with the Company's claim. In the event that the grievance is not filed within seven (7) days, the employee must authorize the Company to deduct the amount of the claim. The Company may lodge a claim for loss or damage to cargo up to and including twenty dollars (\$20.00).

Section 18.2 - Loss or Damage to Equipment

In case of loss or damage to equipment where it is proven to the mutual satisfaction of all parties concerned that the employee is at fault, then the employee may be charged the actual cost of the loss or damage up to and including a maximum charge of twenty dollars (\$20.00). If, however, the accident occurred after the employee had won a safety award for one (1) year's safe driving in the year immediately preceding the accident the employee will be eligible for reimbursement of twenty dollars (\$20.00) should he complete an immediate subsequent six (6) months of accident free driving.

Section 18.3

Failure to notify the Union in all such cases will be just cause for non-payment of the claim.

ARTICLE 19GENERAL HOLIDAYSSection 19.1 - General Holidays

The following General Holidays will be observed:

New Year's Day.....	Wednesday.	January 1, 1986
Good Friday.....	Friday.	March 28, 1986
Victoria Day.....	Monday.	May 19, 1986
Canada Day.....	Tuesday.	July 1, 1986
Civic Holiday.....	Monday.	August 4, 1986
Labour Day.....	Monday.	September 1, 1986
Thanksgiving Day.....	Monday.	October 13, 1986
Day Before Christmas.....	Wednesday.	December 24, 1986
Christmas Day.....	Thursday.	December 25, 1986
Boxing Day.....	Friday.	December 26, 1986
New Year's Eve.....	Wednesday,	December 31, 1986

New Year's Day.....	Thursday.	January 1, 1987
Good Friday.....	Friday.	April 17, 1987
Victoria Day.....	Monday.	May 18, 1987
Canada Day.....	Wednesday.	July 1, 1987
Civic Holiday.....	Monday,	August 3, 1987
Labour Day.....	Monday.	September 7, 1987
Thanksgiving Day.....	Monday.	October 12, 1987
Day Before Christmas.....	Thursday.	December 24, 1987
Christmas Day.....	Friday.	December 25, 1987
Boxing Day.....	Saturday.	December 26, 1987
New Year's Eve.....	Thursday.	December 31, 1987

New Year's Day.....	Friday.	January 1, 1988
Good Friday.....	Friday.	April 1, 1988
Victoria Day.....	Monday.	May 23, 1988
Canada Day.....	Friday.	July 1, 1988
Civic Holiday.....	Monday.	August 1, 1988
Labour Day.....	Monday.	September 5, 1988
Thanksgiving Day.....	Monday.	October 10, 1988
Day Before Christmas.....	Saturday,	December 24, 1988
Christmas Day.....	Sunday,	December 25, 1988
Boxing Day.....	Monday.	December 26, 1988
New Year's Eve.....	Saturday.	December 31, 1988

Section 19.2 - 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 below:

Article 19 - General Holidays - continued

Section 19.3 - Pay for General Holidays

All hourly rated employees shall be paid eight (8) hours pay at their appropriate hourly rate for the above mentioned holidays providing:

- (1) they have been in the employ of the Company sixty (60) calendar days;
- (2) they have not been laid off for a period longer than thirty (30) calendar days prior to the Holiday;
- (3) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the Holiday;
- (4) senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

Section 19.4 - General Holidays for Day Shift Employees

General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid time and one-half their normal rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.

Section 19.5 - General Holidays for Night Shift Employees

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

- (a) all Holidays falling on a day other than Monday, the night of the Holiday will be the General Holiday. Any hours worked between 6:00 a.m. the day of the Holiday and 6:00 a.m. the following morning shall be paid at time and one-half the normal rate of pay in addition to the General Holiday pay;
- (b) in the case of Holidays falling on a Monday, employees whose work week commences on Sunday or prior to 6:00 a.m. Monday, Sunday shall be their General Holiday and their work week will then commence on Monday. Any hours worked between 6:00 a.m. Sunday and 6:00 a.m. Monday will be paid at time and one-half the normal rate of pay in addition to the General Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night;

Article 19 - General Holidays - continued

Section 19.5 - General Holidays for Night
Shift Employees - Continued

(c) in the case of Holidays falling on a Monday, employees whose work week commences on a Monday or prior to 6:00 a.m. Tuesday, Monday shall be their General Holiday and their work week will then commence on Tuesday. Any hours worked between 6:00 a.m. Monday and 6:00 a.m. Tuesday will be paid at time and one-half the normal rate of pay in addition to the General Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who work week starts Sunday night:

(d) all employees who have worked fifty per centum (50%) or less of the previous twelve (12) Sunday night shifts or dispatches will be classified as starting Monday night for the purpose of applying this clause.

Section 19.6 - Holidays During Annual Vacation

Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.

Section 19.7 - Floating Holiday

In the contract year commencing January 1, 1986 and in the following contract years, each regular employee will be entitled to one (1) floating holiday in each such contract year paid in accordance with Section 19.3.

In each such contract year, such floating holiday shall be scheduled on a day that is mutually agreed upon between the Company and the employee.

ARTICLE 20

VACATIONS WITH PAY

Section 20.1 - Vacation Pay for Employees with
Less than One (1) Year of Employment

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

Section 20.2 - Vacation for Employees with One (1)
Year of Employment

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

Section 20.3 - Vacation for Employees with Five (5)
Years of Employment

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

Section 20.4 - Vacation for Employees with Ten (10)
Years of Employment

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

Section 20.5 - Vacation for Employees with Eighteen (18)
Years of Employment

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

Article 20 - Vacations with Pay - continued

Section 20.6 - Vacation for Employees with Twenty-five (25) Years of Employment

Employees who have completed twenty-five (25) years of employment by November 30th in any year shall receive **six (6) weeks** vacation with pay; however, if an employee has not completed his twenty-five (25) years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twenty-fifth (25th) anniversary date of employment.

Section 20.7 - 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 20.8 - 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%) and twelve per centum (12%) respectively of their earnings since the termination of their last computed vacation pay.

Section 20.9 - 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 layoff, sickness or Workmen's Compensation and shall not apply to employees who sever or have their employment severed.

Article 20 - Vacations with Pay - continued

Section 20.10 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that employees wishing to take their vacation during the months of June, **July, August, September and October** shall be allowed to do so. It shall not be mandatory, **however, for** employees to take vacations during this period. Employees choosing their vacation periods in other than the **summer** vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of **seniority** to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year.

Summer vacation period 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** January 1st to December 31st.

(c) Vacation pay and General Holiday pay **will** be considered **as'** earnings.

(d) Employees while on vacation cannot be called into work.

Section 20.11

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

Section 20.12

Vacation pay **for** the preceding calendar year **will** be distributed to all employees by February 15th of each year.

ARTICLE 21

ALLOCATION AND HOURS OF WORK, CITY AND DOCK EMPLOYEES

Section 21.1 - 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 21.2 (a) - Bidding on Peddle Runs
and/or. Special Operations

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 21.2 (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 21.2 (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 21.2 (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 for at **one and one-half (1½)** times the regular rate of **pay**,

Article 21 - Allocation and Hours of Work,
City and Dock Employees - continued

Section 21.2 (d) - Overtime

Any hours worked at the **hourly** rate in excess of eight (8) hours per day or forty (40) hours per week as outlined in Section 21.3 (a) shall be paid **for** at time and one-half the employee's regular hourly rate.

Section 21.2 (e) - Coffee Breaks

All hourly rated employees will be allowed a coffee break not in *excess* of fifteen (15) minutes without **loss of pay** in the first half shift and a coffee break **not** in excess of fifteen (15) minutes without **loss** of pay in the second half shift.

When an employee *is* specifically requested to work overtime he will be given a coffee **break** not to exceed fifteen (15) minutes without **loss** of pay before **such overtime commences**. This provision does not apply to City P. & D. drivers **who** are returning to the Company terminal after completing their regular tour of **duty even** though they may be returning under overtime conditions.

Section 21.2 (f) - Regular Shifts

A Company must establish regular shifts for all employees which shall **not** be changed without twenty-four (24) **hours** posted notice. However, if an employee *is* required to report before his regular starting time, he will be advised **prior** to the completion of his previous shift.

If the Company's operation *is* interrupted by a severe snowstorm, the above provisions do not apply to those terminals directly affected and in the event that an employee *is* called and reports to work, he will be guaranteed eight (8) **hours pay**. When a storm does not directly affect operations and a dispute develops the dispute shall be **resolved** through the **Grievance Procedure**.

Section 21.2 (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.

Article 21 - Allocation and Hours of **Work**,
City and Dock **Employees** - continued

Section 21.2 (h) - Notice of Layoff

All employees **will** be notified by the end of this shift if they are not required **to work** their following shift(s) or they will receive **eight (8)** hours pay in lieu thereof.

Section 21.3 (a) - Normal Work Day.

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours. All hours worked at the hourly rate in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at one and one-half (1½) times the normal rate of pay.

Section 21.3 (b) - Overtime Work

Where the Company has overtime **work to be** performed such work shall **be** allocated to qualified personnel in the following manner:

- (1) to the senior available employee on duty who **is** willing to **perform** the work;
- (2) when no one is available under (1) or in the event additional personnel are required, off duty employees will **be** called in order of seniority provided they are **willing** to perform the work.

Section 21.3 (c) - Call-In Guarantee

Employees covered by this Agreement called in **for** work shall be guaranteed not **less** than eight (8) hours pay. On Saturday, the guarantee shall be four (4) hours at time and one-half the regular rate except those employees who are not entitled to overtime in accordance with Section 21.2 (c) (2). This clause cannot be **used** to circumvent shift changes as in **Section 21.2 (f)**.

Section 21.3 (d) - 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 employee's 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.

Article 21 - Allocation and Hours of Work,
City and Dock Employees - continued

Section 21.3 (d) - Call-Back Guarantee - continued

A call-back will be defined as any call to work that is not in concert with Sections 21.2 (f) or 29.1 (b) and does not include those employees whose shifts are changed as agreed to in Article 31.

Section 21.3 (e) - Overtime in a Holiday Week

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays as outlined in Section 19.3. All time paid for employees called in on a General Holiday shall be paid at one and one-half (1½) times the regular rate but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 21.3 (f) - 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 21.3 (g) - Trailer Train Combination

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 21.3 (h) - Snow Delay

The Company agrees that drivers who are on the over forty (40) mile radius and are delayed in a snow or ice storm will be paid for all time at the appropriate hourly rate of pay while the driver is in charge of or stays with such vehicle. Drivers who are put to bed shall be paid eight (8) hours out of every twenty (20) hours plus the cost of lodgings.

ARTICLE 22

ANNUAL JOB BIDS

Section 22.1

It is agreed between the **Company** and the Union that once each year **all** employees in the City and Dock Departments **may bid** to transfer to other departments within their own terminal providing they have the necessary qualifications and seniority. It will be assumed that those employees not signing the bid **wish** to remain as they are.

Section 22.2

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

Section 22.3

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

Section 22.4

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

Section 22.5

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

Article 22 - Annual Job Bids

Section 22.6 - 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 23

JOB OPENINGS

Section 23.1 - 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 a preference to bid on a new truck but is intended to give an employee an opportunity to progress from straight truck to tractor-trailer equipment.

Section 23.2 - 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 23.3 - 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.

ARTICLE 24

SUPERVISORS

Section 24.1 - 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 and foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

Section 24.2 - Leadhands .

A "Leadhand" 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 Leadhand. When a Leadhand **is** required to drive or perform overtime work, he shall only enjoy work preference according to his seniority and qualifications **as** described in Article 21 and he shall **not** suffer the **loss** of **the** Leadhand premium. A Leadhand shall not enjoy preferential treatment **if, he is subject to layoff but will be laid off in accordance with his Company's seniority regardless of qualifications.**

When **Leadhands** are to be appointed by Management, a **bid** will be **posted and** the Leadhand will be selected according to qualifications and seniority. **However, it will be the sole** responsibility of Management to make the final **selection** provided that when qualifications are equal, the senior man will **be** given preference.

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

ARTICLE 25

PAY PERIOD

Section 25.1 - Pay Period Interval

The interval between pay days shall be no longer than two (2) weeks. All exchange costs on cheques to be paid for by the Company.

Section 25.2 - Issuance of Pay Cheques Prior to Saturday or General Holidays and Shortages of Pay

The Company shall issue pay cheques in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday. Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifteen dollars (\$15.00) will be paid within two (2) days.

Section 25.3

Night shift workers will receive their pay cheques prior to the completion of their last scheduled shift and in accordance with Section 25.2.

ARTICLE 26

STUDENTS

Section 26.1

Bona fide students may be hired on a full time basis for the summer months, May 1st to September 30th and shall come under all pay regulations in this Agreement. 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 seniority rights and job conditions of full time employees. The Company shall indicate on the checkoff form if such an employee is a student.

ARTICLE 27

PART-TIME HELP

Section 27.1 - Definition

Part-time **help** shall be defined as persons who are employed by the Company to supplement the normal work force and they shall perform such work on the terminal premises only.

The Company agrees that where it is necessary to use part-time help, the following conditions shall apply.

Conditions for Use of Part-time Help

(a) The Company shall deduct from all part-time help from their first pay and each month thereafter, an amount equal to the Union dues and such monies shall be forwarded to the appropriate Local Union as outlined in Article 2 together with a list which shall show the names of persons for which the dues are remitted and the number of hours worked by such persons on an individual basis.

(b) Where the hours worked by part-time help exceed five (5) hours in any one (1) day or twenty (20) hours in any one (1) week, the Company will, upon receipt of a grievance(s), pay to the senior employee(s) who files such grievance(s) who would have been available to perform such work an amount equal to the time worked by the part-time employees in excess of the daily or weekly limitation.

Where the hours of work of a part-time person exceed twenty (20) hours in any one (1) week, such person shall be considered a probationary employee and the conditions of this Agreement shall then apply.

The Company agrees not to use back to back shifts of part-time personnel in place of regular employees and nothing in this Article will be used to defeat the hiring of regular employees provided such are available.

(c) Laid off employees shall be given the first opportunity for part-time work and they will be entitled to the daily call-in guarantee.

(d) The Company agrees that where new or additional part-time help is required, the Company will contact the Local Union. In the event the Local Union is unable to supply qualified persons, the Company shall obtain such help from any available source.

(e) Part-time help exclusive of laid off regular employees shall receive the same minimum scale as regular employees but are not otherwise covered by the terms of this Agreement.

Article 27 - Part-time Help - continued

Section 27.1 - Conditions for Use of
Part-time Help - continued

(f) Part-time help shall not **be** used on a shift or starting **time** to deprive regular employees of their normal **hours** of work.

(g) Where the Local Union establishes that part-time help **is** being used where a regular employee could be gainfully employed, **the** Company shall replace part-time **people** with one or more regular probationary employees.

(h) Disputes Procedure .

Where the Local Union feels that **there** is a violation of the intent in the application of the above clauses, the Company will meet to **discuss** the **problem** with the Local Union. If no amicable solution can be reached, the grievance shall be submitted to arbitration **as** outlined in Article 6.

ARTICLE 28

CASUAL DRIVER

Section 28.1 - Definition

Casual **drivers** shall be defined **as** a person(s) employed by the Company to fill the vacancy created **by** a city driver(s) who **is** absent from work for any reason and shall perform the normal duties of the city driver(s).

Section 28.2 - City Driver Preference

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

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

Article 20 - Casual Driver - continued

Section 28.3 - Prolonged Absence

If the **Company** is notified by 12:00 noon on Thursday in any calendar **week** that a city driver **will** be absent from work for any reason on a prolonged absence (for a future period of **five** (5) consecutive working days or **more**) and if the Company decides that the vacancy created by such absent city driver must be filled, then the following **shall** apply:

(a) the Company **may** utilize a casual to replace such **absent** city driver to a maximum of five (5) consecutive **working** days **following** the date of notification;

(b) regular qualified employees of the Company **will** be given the first opportunity **as** of the first weekend to fill the vacancy or any subsequent vacancies created by **such** absent city driver;

(c) after that, the Company must **hire** a **regular** employee in accordance with Section 8.4 of this Agreement.

Section 28.4 - Vacation Replacement

Notwithstanding Section 28.3 above, **casuals** may be **used** to fill the vacancy(ies) created by regular city drivers who are on **vacation** providing qualified **regular** employees are given the first opportunity to fill the vacancy(ies) in accordance with seniority,

Section 28.5 - Limitations

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

Section 28.6 - Laid Off **Regular** Employees

Laid **off** regular employees shall be given the first opportunity for casual work and they **will** be entitled to the daily call-in guarantee.

Article 28 - Casual Driver - continued

Section 28.7 - Local Union Preference

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

Section 28.8 - Rates of Pay

A casual, excluding a laid off **regular** employee, shall **receive** an **hourly** rate of pay as specified by **Appendix "B"** but is not otherwise covered by the terms of **this** Agreement.

Section 28.9 - Time Cards

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

Section 28.10 - Deduction of Dues

The Company shall deduct **from all** casuals from their first pay and each month thereafter an **amount** equal to the Union monthly **dues** and **such** monies shall be forwarded to the **appropriate Local Union** as outlined in Article 2 and the Company shall indicate "Casual" on the checkoff **form**.

Section 28.11 - Amendments

The **terms** of this Article may be **varied** by written mutual agreement **between** the Company and **the** Union.

Section 28.12 - Casual Helpers

The Company **agrees** that **casual helpers** will be used only with **full time** drivers or casual drivers **to help with the** unloading or loading of freight **outside the** terminal **premises**.

ARTICLE 29HIRED CITY EQUIPMENTSection 29.1 - 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**. **When** hired city equipment is engaged by a Company, the **following** conditions shall apply:

Section 29.1 (a) - Rules

The Company shall not lease or hire outside equipment to perform city **pick-ups** and deliveries **unless** all available and roadworthy 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 the steward **and/or Business Representative** of the Union.

Section 29.1 (b)

When hired trucks are **required** in conformity with **the** above condition, **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 29.1 (c)

In the event the **Company** fails to comply with the requirements outlined in **Section 29.1 (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**.

Article 29 - Hired City Equipment - continued

Section 29.1 (d)

Where the Company and 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.

Section 29.1 (e) - Disputes Procedure

Where **the Local Union feels** that there **is** a violation of the intent in the application of **this Article**, the **Company will meet to discuss the problem** with the Local Union. If no amicable solution can be reached, **the grievance shall be submitted to arbitration as** outlined in Article 6.

ARTICLE 30

BROKER OPERATIONS

Section 30.1

A broker is a sub-contractor who **leases** equipment to the **Company** and **employs** drivers to **operate** such equipment or **drives it himself**.

The Company shall not operate any equipment in any manner in contravention of **the P.C.V. Act**.

Section 30.2

In the **event** that the Company institutes city broker operations, then the **employees** shall have the **first** right of refusal to purchase the **existing** vehicular equipment in order of seniority.

Section 30.3

The Company agrees to remit **to** the Union an amount equal to the **Union's dues for every** broker operating **for the Company** within the appropriate city.

ARTICLE 31

HEALTH AND WELFARE

Section 31.1 - O.H.I.P.

The Company agrees to pay **the cost** of the basic coverage provided by the Ontario Health Insurance Plan (OHIP). To be eligible for payment an employee must:

- (a) have been in the employ of the Company ~~for~~ **sixty (60)** calendar days;
- (b) have not been laid **off** for a period longer than thirty (30) calendar days;
- (c) have not been absent from **work** due to sickness or injury for a period **longer** than **six (6)** months.

In the event that O.H.I.P. is discontinued by the Provincial Government, the Company agrees to continue to contribute an amount equivalent to the O.H.I.P. premium as at the time of discontinuance to the appropriate Local Union Health and Welfare Plan,

Section 31.2 - Health and Welfare Plan

Effective October 1, 1985, the Company shall contribute one hundred and thirty two dollars (\$132.00) per month for each eligible employee covered by this Agreement to the appropriate Local Union Health and Welfare Plan.

Effective October 1, 1986, the Company shall contribute one hundred and thirty-seven dollars (\$137.00) per month for each eligible employee covered by this Agreement to the appropriate Local Union Health and Welfare Plan.

Effective October 1, 1987, the Company shall contribute one hundred and forty-two dollars (\$142.00) per month for each eligible employee covered by this Agreement to the appropriate Local Union Health and Welfare Plan.

To be eligible for payment an employee must have completed sixty (60) calendar days of employment and have reported for work at any time in the month. The premium shall be paid on or before the fifteenth (15th) day of the month.

Article 31 - Health and Welfare (continued)

Section 31.3 - Penalty Provisions

Where the Company fails to submit a premium in accordance with the above mentioned clause, such a Company shall be notified by the Union by registered mail to the General Manager of its failure to do so. Failure to comply with the Health and Welfare provisions within fourteen (14) days of receipt of such notification, the Company will assume responsibility for all medical costs and benefits as provided for by the Health and Welfare policy then in effect for each employee for which a premium has not been paid.

Section 31.4

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

Section 31.5

Any changes negotiated in the Health and Welfare Article in the October 1988 negotiations between Teamsters Union Local 938 and Teamsters Union Local 141 and the M.T.I.R.B. will be added to this Collective Agreement to its expiry date.

ARTICLE 32

PENSION

Section 32.1 - contributions and Administration

Commencing on the first (1st) day of October 1985 and on the first (1st) 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 two hundred and five dollars (\$205.00) per month for each employee covered by this Agreement who has been on the payroll for more than sixty (60) calendar days and who has reported for work at least one (1) day 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.

Article 32 - Pension (continued)

Section 32.2 - Power of Trustees

The Company and the Local Unions 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 this Agreement shall 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 32.3 - 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 32.4 - Canada Pension Plan

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

Section 32.5

Any changes negotiated in the Pension Article in the October 1988 negotiations between Teamsters Union Local 938 and Teamsters Union Local 141 and the M.T.I.R.B. will be added to this Collective Agreement to its expiry date.

ARTICLE 33

CREDIT UNIONS

Section 33.1

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 which is already established within the group of the Company by which he is employed.

Article 33 - Credit Unions (continued)

Section 33.2

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 (1) Credit Union,** he must make remittances to other than **the one** specified on his own **behalf.**

Section 33.3

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 34

GENERAL

Section 34.1 - 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 34.2 - Time Clocks

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

Section 34.3 - Voting

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

Section 34.4 - Receipts

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

Article 34 - General (continued)

Section 34.5 - 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 **for** a bond for an employee within forty-five (45) 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 forty-five (45) days from the date of such notice to **make his** own bonding arrangement, 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.

Section 34.6 - 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) an employee will be given the necessary time **off** and will be paid three (3) days' pay (highway drivers are to receive ten (10) hours' pay per day and hourly rated 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 34.7 - Invalidating Legislation

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

Article 34 - General - continued

Section 34.8 - Protective Equipment

(a) It is agreed that employees handling **hazardous** material shall be supplied by the Company with **all** necessary equipment, rubber clothing, goggles, etc. to protect the employee's person. 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.

(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**.

(c) Whenever employees are required by the Company 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 standard safety shoes towards the cost of special footwear.

Section 34.9 - Lunch Rooms and Washrooms

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

Section 34.10 - Company Meetings

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

Section 34.11 - Jury Duty

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 the equivalent of an eight (8) hour day at straight time, less the amount of jury duty pay received.

Article 34 - General - continued

Section 34.12 - 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 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 they 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 34.13 - Pay for Training

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

Section 34.14 - Discharges

Employees who are discharged will have their discharge confirmed in writing **and** their pay will be mailed by registered mail to their last known address within forty-eight **(48) hours 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 34.15 - Dock Plates

The Company shall supply and maintain proper **safe** dock plates.

Section 34.16 - Personal Injuries

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

Article 34 - General - continued

Section 34.17 - 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 34.18

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

Section 34.19 - Appendices

Appendices "A" and "B" inclusive form part of this Collective Agreement.

Section 34.20

All drivers, while on highway operations over forty (40) miles one way from **the** terminal, shall **be** paid at the rate of ten cents (10 cents) per hour premium over the city drivers' rates provided herein.

Drivers **of** trains (pulling two (2) semi trailers) shall be paid **an** additional seven cents (**7** cents) per hour over the ten cents (10 cents) **premium** while on highway runs,

Tandem tractors must **bid** in order of seniority.

Section 34.21

P & D drivers and/or dockmen shall not **be** compelled to handle hanging meat **if** the individual pieces weigh in excess **of** one hundred (100) pounds,

Section 34.22

Each regular shunter will be provided with a maximum of two (**2**) pairs of work gloves per year. **The** Company agrees to provide shop coats for outside yard work and **for** breaking down trains only,

ARTICLE 35

MAINTENANCE OF STANDARDS

Section 35.1

When, in the opinion of the Local Union, an area or operational practice has been changed the Company will, at the Local Union's request, meet with a representative of the Union to discuss the problem. Such meeting must be held immediately, if possible, but not later than three (3) days after being notified by the Union. Failing satisfactory agreement, the Local Union may elect to take the grievance to Arbitration as outlined in Article 6.

Section 35.2

Any practice which the employees are enjoying at the time of the signing of this Agreement which are in excess to the terms and conditions contained herein will continue to be maintained by the Company.

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 (1971 = 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, 1985, unless otherwise mutually agreed upon by the parties.

Article - Cost of Living Allowance (continued)

Section 36.3 - First (1st) Year

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 1985 and the Index figure for each month up to and including September 1986 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 cents) per hour for all hours actually worked FROM the beginning of the first pay period following the first day of 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 abovementioned 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 1986 and the Index figure for each month up to and including September 1987 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 cents) per hour for all hours actually worked 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 abovementioned 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 36 - Cost of Living Allowance - (continued)

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 1987 and the Index figure for each month up to and including September 1988 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 cents) per hour for all hours actually worked 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 abovementioned formulas 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 36.6 - Cost of Living Allowance fold-in;

(a) Effective October 1st, 1986, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 36.3 of the new collective agreement during each month up to and including September 1986 will be determined by calculating the sum of the rates during each month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate,

(b) Effective October 1st, 1987, the average of the hourly Cost of Living Allowance rates which were paid pursuant to the Section 36.4 of the new collective agreement during each month up to and including September 1987, will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

ARTICLE 37

DURATION

Section 37.1

This Agreement shall take effect and be binding—upon the parties from January 1, 1986 until December 31st, 1988 and shall continue in effect from year to year thereafter unless notice of termination or revision thereof is given by either party in writing by registered mail within ninety (90) days prior to the natural expiration date of same in which case either party may, upon twenty (20) clear days notice, in writing, require the other party to enter into negotiations for the renewal of the Agreement within the said period and both of such notices shall contain an itemized list of all requested changes and these shall be the only items which shall be considered. All other provisions shall remain as set forth herein.

DATED at this day of 1986.

FOR THE COMPANY:



FOR THE UNION:

APPENDIX "A"

RATES OF PAY

Hourly Rates

Commencing January 1, 1986

\$12.35 per hour for the first ninety (90) days of employment.
\$13.35 per hour after ninety (90) days of employment.

Commencing October 1, 1986

\$12.75 per hour for the first ninety (90) days of employment.
\$13.75 per hour after ninety (90) days employment.

Commencing October '1;1987

\$13.25 per hour for the first ninety (90) days of employment
\$14.25 per hour after ninety (90) days employment.

Commencing July 1, 1988

\$13.35 per hour for the first ninety (90) days of employment
\$14.35 per hour after ninety (90) days employment

Casual, Part-Time and Student Rate

Effective January 1, 1986	- \$9.60 per hour
Effective October 1, 1986	- \$10.00 per hour
Effective October 1, 1987	- \$10.50 per hour
Effective July 1, 1988	- \$10.60 per hour

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. to 6:00 a.m.

The Company agrees to pay all employees full retroactivity for wages back to January 1st, 1986 at the effective date of this Agreement.

APPENDIX "B"RULES AND REGULATIONS

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 became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

Section 1 - PassengersSection 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 - AccidentsSection 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.

Appendix "B" - Rules and Regulations - continued

Section 2 - Accidents - continued

Section 2 (b)

Suspension for the investigation of an accident shall not **exceed five (5) days** (Saturdays, Sundays and General Holidays **excluded**). Employees shall **be paid for** all lost time during said investigation period should it be **found** that they **are** 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 offence - 1 week off
- 2nd offence - 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 offence - reprimand
- 2nd offence - 1 day off
- 3rd offence - **3 days** off
- subsequent offences - **subject to dismissal**

Appendix "B" - Rules and Regulations - continued

Section 3 - Equipment - continued

section 3 (c)

Failure to properly tarp cargo and equipment:

- 1st offence - reprimand
- 2nd offence - 1 day off
- 3rd offence - 3 days off
- subsequent offences - subject to dismissal**

Section 3 (d)

Failure to report mechanical defects in equipment, if known:

- 1st offence - 1 day off
- 2nd offence - 3 days off
- subsequent offences - subject to dismissal**

Section 3 (e)

Unauthorized use of Company motor vehicles:

- 1st offence - reprimand to 3 days off
- 2nd offence - 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 offence - subject to dismissal

Section 4 (b)

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

- 1st offence - reprimand to 1 week off
- 2nd offence - subject to dismissal

Appendix "B" - Rules and Regulations - continued

Section 4 - Conduct and Behaviour - continued

Section 4 (c)

Theft or wilful damage:

1st offence - subject to dismissal

Section 4 (d)

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

- 1st offence - reprimand
- 2nd offence - 1 day off
- 3rd offence - 3 days off
- 4th offence - subject to dismissal

Section 4 (e)

Deliberate disobedience of orders of authorized personnel:

1st offence - 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 and 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 offence - subject to dismissal

Appendix "B" - Rules and Regulations - continuedSection 6 - Driving BehaviourSection 6 (a)

Driving at speeds in excess of Government posted speed limits but not to exceed ninety (90) kilometers per hour:

- | | | |
|-------------|---|----------------------|
| 1st offence | - | reprimand |
| 2nd offence | - | 1 day off |
| 3rd offence | - | 3 days off |
| 4th offence | - | subject to dismissal |

Section.7 - AttendanceSection 7 (a)

Absence from work without a reasonable explanation:

- | | | |
|-------------|---|----------------------|
| 1st offence | - | reprimand |
| 2nd offence | - | reprimand |
| 3rd offence | - | 3 days off |
| 4th offence | - | 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 offence | - | reprimand |
| 2nd offence | - | reprimand |
| 3rd offence | - | 3 days of€ |
| 4th offence | - | subject to dismissal |

Section 7 (c)

Reporting late for work without a reasonable explanation:

- | | | |
|-------------|---|----------------------|
| 1st offence | - | reprimand |
| 2nd offence | - | 1 day off |
| 3rd offence | - | 3 days off |
| 4th offence | - | subject to dismissal |