

SOURCE	Union		
EFF.	98	01	01
TERM.	2000	12	31
NO. OF EMPLOYEES	3		
NOMBRE D'EMPLOYÉS	3		

**TEXPORT ONTARIO AGREEMENT**  
**BETWEEN**  
**TEXPORT**  
**Hereinafter referred to as the "Company"**  
**AND**  
**TEAMSTERS LOCAL UNION 938**  
**Hereinafter referred to as the "Union"**

Duration: January 1, 1998 to December 31, 2000

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## **ARTICLE 1 - RECOGNITION AND SCOPE**

### **Section 1.1 - Union Recognition and Scope of the Bargaining Unit**

The Company recognizes the Union as the exclusive bargaining agent for all employees employed by the Company in Ontario save and except foremen and dispatchers, those above the rank of foremen and dispatchers, sales staff, office staff, security guards and office janitors.

### **Section 1.2 - Intent and Purposes**

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment which will render justice to all. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Industry to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster goodwill and friendly relations and better understanding between the parties.

### **Section 1.3 - Section Headings**

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

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

### **Section 2.1 - Management's Rights**

The Union recognizes that the Company has the right to manage the business, to exercise all the prerogatives of management, and without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations, and to hire and promote, except to the extent that the said rights and prerogatives have been curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

### **Section 2.2 - Rights of Employees**

Section 2.1 shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

## **ARTICLE 3 - UNION SECURITY**

### **Section 3.1 - Maintenance of Membership**

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

### **Section 3.2 - 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 earnings, 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 3.3 - Initiation Fee Deductions**

All newly hired employees shall as a condition of continued employment authorize the Company to deduct an 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 with the Union dues check-off list.

**Section 3.4 - Monthly Deduction of Union Dues**

The Company agrees for the duration of this Agreement to deduct from the last pay cheque each month the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The check-off list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union. In the case of an employee on Workers' Compensation, the check-off shall indicate that such employee is on W.C.B.

**Section 3.5 - ~~D~~**

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

**Section 3.6 - Check-Off Lists**

The Union check-off form may be (I) a Union-provided form, (II) a Company provided form, (III) a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall each month add the name of each new employee hired on since the remittance of the previous check-off along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's check-off sheet for whom a remittance is not made for any reason.

**Section 3.7 - Forms to be Signed by New Employees**

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deduction Authorization Forms all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

**Section 3.8 - 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 3.9 - Submission of Check-Off**

The check-off 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.

**Section 3.10 - T4 Slips**

The Company shall show the total annual amounts of Union dues deducted on each employee's T4 slip.

**Section 3.11**

The Company agrees that employees who are off work due to sickness, injury and/or Workers' Compensation, shall not have Union dues, or Initiation fees, deducted from any general holiday payment.

**ARTICLE 4 - DISCRIMINATION**

**Section 4.1 - Right of Access for Union Representatives**

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

**ARTICLE 5 - UNION STEWARDS**

**Section 5.1 - Right of the Union to Appoint Stewards**

The Company acknowledges the right of the Union to appoint the necessary number of stewards.

**Section 5.2 - 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 5.3 - Pay for Processing Grievances After Working Hours**

If the Company representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.

**Section 5.4 - Limitation in Payment of Steward**

The payment of the steward for time spent processing a grievance shall not exceed his regular hourly rate of pay and shall not be extended beyond the General Manager's Step of the Grievance Procedure.

**Section 5.5 - Names and Changes of Steward**

The Union will inform the Company in writing of the name of the steward and 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 5.6 - Suspension or Discharge of 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 5.7 - Steward's Seniority for Work**

For the purpose of layoff and the day to day allocation of work, the steward shall be established on the seniority list as "second man". In a department where there is more than one steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.

**Section 5.8 - Access to Trip Reports, etc.**

For the purpose of processing specific grievances of disputes, business representatives and stewards shall have relative trip sheets, time cards and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within three (3) working days.

**ARTICLE 6 - CREDIT UNIONS**

**Section 6.1 - Credit Unions**

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

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 any additional remittances to other than the one specified on his own behalf.

**ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 7.1 - What Constitutes a Grievance**

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violation of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by Arbitration.

**Section 7.2 - Grievance Board**

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

**Section 7.2 (a) - Step 1 - First-Line Supervisor:**

In the event of a regular employee grievance, the grievance shall be discussed between the grievor and the first line supervisor.

The grievor may be accompanied by a Union Steward and, if deemed necessary by the Union, by a Business Representative of the Union.

**Section 7.2 (b) - Step 2 - Branch Manager or Designate**

Failing settlement at Step 1 the grievance must be submitted in writing to the Branch Manager or designate 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 or the grievance shall be deemed to have been withdrawn. 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 benefits, O.H.I.P. 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 9. The grievor shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

**Section 7.2 (c) - Step 3 - 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 unless otherwise agreed. The General Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

**Section 7.2 (d) - Step 4**

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

**Section 7.3 - Procedure for Union or Company Grievance**

In the event that the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Section 7.2 (d).

**Section 7.4 - Discharge and s\_\_\_\_\_**

Grievances dealing with discharges or suspensions shall be registered in writing within ninety-six (96) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension or the grievance shall be deemed to have been withdrawn. Such a grievance shall commence with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

**Section 7.5 - Procedure for Arbitration**

it shall be the responsibility of the party desiring Arbitration to so inform the other party in writing in the case of:

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

**Section 7.5 (a)**

Unless otherwise agreed in accordance with Section 7.5 (b), a notice of intent to arbitrate under Section 7.5 (b) 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 thirty (30) calendar days from the date of their appointment, either party or their Nominee shall request the Minister of Labour to make the appropriate appointment.

**Section 7.5 (b)**

Within seven (7) calendar days of receipt of the notice of intent to arbitrate under Section 7.5, the grieving party may 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 thirty (30) calendar days, either party shall request the Minister of Labour to make the appropriate appointment.

**Section 7.6 - Extension of Time Limits**

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

**Section 7.7 - Powers of Board of Arbitration**

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

**Section 7.8 - Expenses of Board Members**

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

**Section 7.9 - Responsibility for Payment**

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

**Section 7.10 - Payment of Settled Monetary Grievance**

All monetary grievances that are mutually agreed upon, shall be paid the following pay period, either by separate cheque or in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

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

Any employee covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance, shall upon request, be accompanied by a steward or Business Representative.

**Section 7.12 - Right of Union When Grievances are Settled or Withdrawn**

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

**ARTICLE 8 - STRIKES, LOCKOUTS AND PICKET LINES**

**Section 8.1 - Strikes and Lockouts**

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

**Section 8.2 - Picket Lines**

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

**Section 8.3 - No Union Authorization**

During the term of this Agreement, the Union agrees that it shall not authorize any strike, sit-down, work stoppage or suspension of work either complete or partial.

**ARTICLE 9 - SENIORITY**

**Section 9.1 - Terminal Seniority**

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll except as outlined in Article 10.

**Section 9.2 - Purpose of Seniority**

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

**Section 9.3**

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

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



**Section 9.4 - Test to Determine Qualifications**

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

**Section 9.5 - Bumping**

After two (2) consecutive days of no work within his department the employee will be notified if there are junior men working in another department, He may then exercise his seniority to bump the most Juniorman in the department of his choice and work on that shift to the end of that work week. He may then exercise his seniority as to shift and starting time in that department at the commencement of the following week.

After seven (7) days, he must exercise his seniority by bumping. Such bumping shall be considered temporary and lasting only until such time as the work force requirements for the foreseeable future are returned to normal.

**Section 9.6**

Any employee who exercises his seniority by bumping as provided for in Article 9, Section 9.5 who subsequently returns to his original department may, during the remaining term of the annual job bid, be permitted to exercise his seniority by bumping after any further period of one (1) day of no work.

**Section 9.7 - Continued Loss of Work**

If a continued loss of work days exists for an employee 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 9.8 - 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 9.9 - Posting of Seniority List**

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

**Section 9.10 - Transfers**

Employees transferred to employment with the Company outside the bargaining unit will retain their seniority after transfer for a period of ninety (90) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in such 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 Section is to be applied only once for any employee during the term of this Agreement.

**Section 9.11 - 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 or telegram 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 an employee accepts employment other than that declared and agreed upon when applying for a leave ~~of~~ absence;
- (e) If an employee ~~is~~ absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (9) ~~I~~ If an employee is laid off and not recalled for a period extending beyond six (6) consecutive working months. ~~it is~~ agreed this clause will apply to all employees who are currently laid off and will apply in all future layoffs.
- (g) If an employee is laid off in excess ~~of~~ thirteen (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request.

#### **Section 9.12 - Leave of Absence Provision**

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same ~~is~~ submitted in writing to ~~both~~ the Local Union and the Company, and is mutually agreed upon in writing.

#### **Section 9.13 - 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.

#### **Section 9.14 - 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 10 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) OR OPERATIONS AND ESTABLISHMENT OF NEW TERMINALS**

#### **Section 10.1 - Complete Closure**

In the event of a complete closure of a terminal or other place of business where separate seniority ~~is~~ maintained and where the work is moved to another terminal 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.

Where the closure of a terminal is effected and no work is being moved, employees who are terminated will be provided with two (2) weeks' notice or pay in lieu, plus severance pay in the amount of two (2) days' pay for each full year of service.

**Section 10.2 - Procedure for Partial Closure**

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

- (a) A meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the terminal from which the work is being moved.
- (b) Failing agreement under Section 10.2(a), employees in the department affected shall have first 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, then the available vacancies at the terminal where the work is being moved to shall be posted for bid in accordance with their seniority, to those qualified employees in the terminal from where the work is being moved.
- (c) It must be clearly established that there is a movement of work in order for the above provisions 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 Sections shall be immediately referred to arbitration as outlined in Article 7.

**Section 10.3 - Retention of Seniority Because of Closure**

Personnel moving under the conditions of Article 10, Sections 10.1 or 10.2 will retain their seniority at the terminal from which they have moved and in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original terminal,

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

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Article 10, Sections 10.1 or 10.2 for a period of two (2) months from the date of the move or until the date of the next annual job bid whichever comes first.

**Section 10.5**

Persons moving under the conditions of Article 10, Sections 10.1 or 10.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

**Section 10.6**

In the event the Company establishes a new Terminal or Operation at a different location within a town or city in which the Company already has a Terminal or Operation, the Company and the Union will meet and establish procedures which will protect the seniority of employees at the original and new terminals. Such procedures will be reduced to writing.

**ARTICLE 11 - MERGERS**

**Section 11.1 - Mergers**

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

**Section 11.2**

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

**Section 11.3**

In the event that the preceding Sections in the opinion of either party 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 Article 11, Section 11.1 and 11.2 will apply.

**ARTICLE 12 - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS**

**Section 12.1 - Leave of Absence for Work with the T\_\_\_\_\_**

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

**ARTICLE 13 - EQUIPMENT**

**Section 13.1 - Vehicle Safety**

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

**Section 13.2 - 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.

**Section 13.3 - Duty of Company to Maintain Vehicles in a Safe Condition**

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

**Section 13.4 - Responsibility of Company to Maintain Vehicle**

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

**Section 13.5 - 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 13.6 - Right of Employees to Refuse Unsafe Equipment**

It shall not be a violation of this Agreement where employees refuse to operate equipment which is not in a safe operating condition or is not equipped with the safety appliances required by law.

**Section 13.7 - 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 is careless or negligent.

**Section 13.8 - Equipment on Power Units**

All power units will be weatherproof and have adequate heaters, windshield wipers, windshield washers, west coast mirrors 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 alteration to retain adequate heat. All new power units will have hand braking control valves installed at time of delivery.

**Section 13.9 - Speedometers**

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

**Section 13.10 - Equipment Service Reports**

Equipment Service Reports shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one will be retained by the driver and so that the office of the Company will have a copy of this report on file. When the Equipment Service Report is made out by the driver it shall be signed by the driver and a representative of the Company. Maintenance personnel will sign this report when repair work is completed.

**Section 13.11 - 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.

## **ARTICLE 14 - MEDICAL EXAMINATIONS**

### **Section 14.1 - Provisions for Medicals**

Any medical examination required by the Company and/or Federal legislation, or any medical examination required by Provincial legislation for the purpose of maintaining a driver's license shall be promptly complied with by all employees, provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

### **Section 14.2**

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

### **Section 14.3 - 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) days notice will be given the employee.

### **Section 14.4 - Payments for Medicals Taken After Working Hours**

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

### **Section 14.5 - Report of Medicals**

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

### **Section 14.6 - Medicals on Saturday**

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

### **Section 14.7 - Away from Home Medicals**

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

### **Section 14.8 - Medical Requirements for Drivers**

In the event that a driver loses his driver's licence as a result of the medical requirements applied by the Department of Transport then he shall retain his terminal seniority for work preference and layoff and may bump into whatever department his seniority and qualifications entitle him to.

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

**Section 14.9**

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

**ARTICLE 15 - UNIFORMS**

**Section 15.1 - Uniforms as a Condition of Employment**

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

**ARTICLE 16 - EXTRA CONTRACT AGREEMENTS**

**Section 16.1 - Extra Contract Agreements**

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

**ARTICLE 17 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK**

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

When new types of equipment or categories 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 18 - BULLETIN BOARDS**

**Section 18.1 - Bulletin Boards**

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

**ARTICLE 19 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT**

**Section 19.1 - Loss or Damage to Cargo or Equipment**

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

**ARTICLE 20 - GENERAL HOLIDAYS**

**Section 20.1 - General Holidays**

The following General Holidays will be observed:

Good Friday	Christmas Eve
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	New Year's Eve
Labour Day	New Year's Day
Thanksgiving Day	

**Section 20.2 - Alternate Day**

For any of the above listed General Holidays, if an alternate day is agreed to by the Company and the Union or proclaimed by the Federal or Provincial Governments then that day shall be the day observed.

**Section 20.3 - Pay for General Holidays**

All hourly rated employees shall be paid eight (8) hours pay at the regular hourly rate of pay and highway drivers and drivers who work a combination of miles and hours in ~~the week~~ in which the General Holiday occurs shall be paid ten (10) hours at ~~the~~ regular hourly rate of pay for the ~~above-mentioned~~ holidays providing:

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

**Section 20.4 - Pay for Work on General Holiday**

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.

Any regular employee who works on a General Holiday(s) will be paid one and one-half (1½) times the regular hourly rate of pay for all hours worked or one and one-half (1½) times the daily call-in guarantee whichever is the greater.

In the case of Holidays falling on a Monday, for employees whose work week commences on Sunday, Sunday shall be their General Holiday and their work week will then commence on Monday. Any hours worked on Sunday will be paid at one and one-half (1½) times the regular hourly 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.

In the case of Holidays falling on a Monday, for employees whose work week commences on a Monday, Monday shall be their General Holiday and their work week will then commence on Tuesday. Any hours worked on Monday will be paid at one and one-half (1½) times the regular hourly 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.



All employees who have worked six (6) or less of the previous twelve (12) Sunday nights will be classified as starting Monday night for the purpose of applying this clause.

**Section 20.5 - General Holidays During Annual Vacation**

If a General Holiday falls within an employee's Annual Vacation then the General Holiday Pay shall be paid in addition to the Vacation Pay.

**Section 20.6 - Dispatch on Christmas and New Year's Eve**

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

**Section 20.7 - Floating Holiday**

In the contract year commencing February 1, 1992 and in each following contract year, each regular employee will be entitled to one (1) floating holiday paid in accordance with Section 20.3.

Such floating holiday shall be scheduled on a day which is mutually agreed upon by the Company and the employee.

**ARTICLE 21 - ANNUAL VACATIONS WITH PAY**

**Section 21.1 - Vacation Entitlement and Pay**

Employees shall be entitled to annual vacations with pay as follows:

- (a) Employees with less than one (1) year of employment by December 31st shall be entitled to one (1) day off in the following calendar year for every month of service during the initial calendar year of employment to a maximum of ten (10) days (i.e. two (2) weeks) and vacation pay shall be paid on the basis of four percent (4%) of gross annual earnings to December 31st.
- (b) Employees who have completed one (1) year of employment by December 31st shall be entitled to two (2) weeks vacation in the following calendar year and vacation pay shall be paid on the basis of four percent (4%) of gross annual earnings to December 31st.
- (c) 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.
- (d) 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.

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

**Section 21.2 - Amount of Vacation Pay**

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

**Section 21.3 - Vacation Pay for Employees Terminating Employment**

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

**Section 21.4 - Vacation Periods and Qualifications**

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the Summer Vacation Period (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. Fourteen (14) days prior to calling any employee into the office to select his vacation, the Company must post a notice advising the employees of the date when they will start being called in to indicate their choice of vacation period. The final vacation schedule shall be posted by the Company not later than April 1st of each year and the Stewards shall be provided with a copy.

- (a) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the Summer Vacation Period,
- (b) It shall be compulsory for all employees to take their vacations during the calendar year (January 1st to December 31st), however, upon request in writing employees may be allowed up to an additional thirty (30) days grace.
- (c) Vacation pay and General Holiday pay will be considered as earnings.
- (d) Employees while on vacation cannot be called into work.
- (e) All monies paid for Vacation shall be paid by separate cheque.

**Section 21.5 - Vacation Pay for Regular Employees** on S \_\_\_\_\_

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 one thousand and forty (1040) hours in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

**ARTICLE 22 - ALLOCATION AND HOURS OF WORK, CITY DRIVING / DOCK DEPARTMENT**

**Section 22.1 - Allocation of Work**

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

The terminal shall operate with only one seniority list as one department with combined City/Dock operations in order that employees perform both City and Dock assignments as required.

The sphere of operations covered by this Agreement shall be city operations bounded by the West to Winston Churchill Blvd.; the East, to Highway #48; the North, to Highway #7; and southerly within these parameters to Lake Ontario.

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

Employees shall be allowed to bid and qualify for runs designated as Peddle Runs or Special Operations, in conjunction with the annual department job bid. Upon written request from the Local Union, the conditions governing such Peddle Runs or Special Operations will be reduced to writing and will not be Inconsistent with the terms and conditions of this Agreement.

**Section 22.3 - Normal Work Day**

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours.

**Section 22.4 - Regular Shifts**

The Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours posted notice. All hours worked by an employee prior to his regular starting time will be paid for at the rate of time and one-half the regular rate of pay.

**Section 22.5 Bidding on Starting Times and/or Shifts**

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

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

**Section 22.6 Preference for First Five (5) Days**

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

**Section 22.7 - Call-In Guarantee**

An hourly rated regular employee shall receive a minimum of eight (8) hours pay at the regular hourly rate of pay each time he is called into work or reports to work on a regular shift except:

- (1) when notified not to report for work by written notice attached to his time card prior to the termination of his previous shift; or
- (2) on Saturday, the guarantee shall be four (4) hours at one and one-half (1½) times the regular rate of pay.

**Section 22.8 - Call-Back**

All call-backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at one and one-half (1½) times the regular hourly rate of pay. There shall be a minimum call-back guarantee of four (4) hours pay at one and one-half (1½) times the regular hourly rate of pay.

A call-back will be defined as any call to work that is not in concert with Article 31, Section 31.3 and does not include those employees whose shifts are changed as agreed to in Article 31.

**Section 22.9 - Lunch Hour**

Employees shall not take more than one (1) continuous hour for meals, however, should the taking of a full continuous hour for meals cause additional waiting time, the Company may request the employee to take not less than thirty (30) minutes.

No employee shall be compelled to take more than one (1) continuous hour for meals and the meal period shall be between the fourth (4th) and sixth (6th) hours.

**Section 22.10 - 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 Pick-up and Delivery 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 22.11 - Overtime**

- (1) Any hours worked at the hourly rate in excess of nine (9) hours per day or forty-five (45) hours per week shall be paid at one and one-half (1½) times the regular hourly rate of pay.
- (2) All hours worked between 8:00 a.m. Saturday and 8:00 p.m. Sunday shall be paid at one and one-half (1½) times the regular hourly rate of pay.

- (3) When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays as outlined in Article 20, Section 20.3. All time paid for employees called in on a General Holiday, shall be paid at one and one-half (1½) times the regular hourly rate of pay, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

#### **Section 22.12 - Allocation of 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 such 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.

Employees who elect not to work overtime must notify the Company at the commencement of their shift.

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

### **ARTICLE 23 - ANNUAL JOB BIDS**

#### **Section 23.1**

It is agreed between the Company and the Union that once each year all employees may bid to transfer to shift starting times which are in existence at the time of the bid provided they have the necessary seniority.

#### **Section 23.2**

The annual job bid shall be held in March of each year, and transfers as a result of such bids will become effective on the first Sunday of the month of April.

### **ARTICLE 24 - JOB OPENINGS**

#### **Section 24.1 - 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 (1) 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 24.2 - 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, Saturday, Sunday and General Holidays excluded and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their department seniority. The senior qualified employee(s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

Where there is a temporary opening on a shift which will last for five (5) days or more, the Company must put the opening up for bid before using any part-time or casual employee on the shift. Wherever practical shorter openings on preferred shifts shall be offered to the regular employees.

### **Section 24.3 - Seniority**

An employee who transfers from one department to another between bids shall be placed at the bottom of the departmental seniority list for work preference only, At the next annual job bid he may exercise his terminal seniority for all purposes. However, terminal seniority shall be used in the event of a layoff.

## **ARTICLE 25 - SUPERVISORS**

### **Section 25.1 - Supervisory Personnel**

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

### **Section 25.2 - Lead Hand**

A "Lead Hand" shall be defined as a person who may perform work and direct the work of other employees within the dock department only and he shall be a union member. He shall not have the authority to hire, fire or penalize. He may relay operational instructions from Management to employees outside the dock department only when he is working at the terminal as a Lead Hand. When a Lead Hand is required to drive or perform overtime work, he shall only enjoy work preference according to his seniority and qualifications as described in Article 22 and he shall not suffer the loss of the lead hand premium. A Lead Hand shall not enjoy preferential treatment if he is subject to layoff, but will be laid off in accordance with his Company's seniority regardless of qualifications.

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

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

## **ARTICLE 26 PAY PERIOD**

### **Section 26.1 Pay Period**

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, At the time that an employee receives his pay cheque, the Company shall not retain possession of more than two (2) weeks accrued wages.

### **Section 26.2**

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

**Section 26.3**

Night shift workers will receive their pay cheques prior to the completion of their last scheduled shift and in accordance with Article 27, Section 27.2. This shall mean they will receive their pay cheques no later than the end of their shift which commences on Thursday. In a week where a General Holiday falls on a Friday, they will receive their pay cheques no later than the end of their shift which commences on Wednesday.

**Section 26.4**

Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of twenty-five dollars (\$25.00) will be paid as soon as possible, but not later than twenty-four (24) hours from the time that the shortage is claimed or the employee shall be paid one-half (1/2) the regular hourly rate of pay for all time spent waiting.

**ARTICLE 27 - STUDENTS**

**Section 27.1 - Students**

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 check-off form if such an employee is a student.

**ARTICLE 28 - CLASSIFICATION OF EMPLOYEES**

**Section 28.1 - Regular Employees**

- (a) All persons employed for regular employment shall be considered as probationary employees for the first thirty (30) calendar days from date of hire as a regular employee. A part-time employee will not be used in such a way as to circumvent the intent of this Section.
- (b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period. The Company may not discharge such employee for the purpose of forcing an additional probationary period.
- (c) An employee shall be classified as a regular employee of the Company and be placed on the seniority list as at the date of his last hiring as a regular employee, provided:
  - (1) He has completed his probationary period; and
  - (2) He has no other outside employment.

**Section 28.2 - Definition**

All persons used by the Company to supplement the normal work force shall be classified as Part-Time Help.

The Company agrees that where it is necessary to use Part-Time Help the following conditions shall apply.

- (a) 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.
- (b)
  - (i) Where the hours worked by a part-time employee in any calendar week exceeds 24 hours, the Company shall immediately hire the part-time employee for regular employment. **Hours** worked by a part-time employee to replace a regular employee who is absent for any reason shall not be included in the 24 hour weekly limitation.
  - (ii) Part-time employees will not be allowed to commence work ahead of any regular employee who has a regular starting time of 10:00 a.m. ~~or~~ prior, unless such regular employee has been given the opportunity to commence work at the same time as the **part-time** employee. In the event the Company fails to comply with these requirements, the regular employee referred to herein **will** be entitled to payment for the time between the commencement of his **shift** and that of the part-time employee in addition to his regular shift.
- (c) Laid off regular employees shall be given the **first** opportunity for part-time work and they will be entitled to the daily guarantee.
- (d) Part-time employees shall not be used on a **shift** or starting time to deprive regular employees of their normal hours of work,
- (e) All part-time employees shall be required to punch a time card.
- (f) The Company shall make available to the Union a list of all part-time employees and their hours worked, on a monthly basis.
- (g) Part-time employees shall be paid in accordance with **Appendix "A"** but shall not otherwise be covered by the terms of this Agreement,
- (h) The Company shall deduct from all part-time employees from their first pay and each month thereafter an amount equal to the Union monthly dues and such **monies** shall be forwarded to the **Local** Union as outlined in Article 2 and the Company shall indicate on the **check-off form** that such employee is a "part-time" employee.

## **ARTICLE 29 - OUTSIDE SERVICES**

### **Section 29.1 - Outside Services**

Notwithstanding any other provisions of this Agreement, the Company may, at its sole discretion, have any of its work which is governed by this Agreement, performed by any means outside of this Agreement provided that on a **day(s)** when such work is performed by any other means outside this Agreement, the **six** employees named hereunder, if available, on such **day(s)** are each provided with the Opportunity for a minimum of eight (8) hours work;

Robert Boast  
David Carty  
G. Wayne Martin  
Erwin Walczak



## **ARTICLE 30 - HIRED EQUIPMENT**

### **Section 30.1**

The intent and purpose of this Article is to provide help In peak periods when regular employees are not available for work. When hired equipment is engaged by the Company the following conditions shall apply:

### **Section 30.2**

The Company shall not lease or hire outside equipment to perform pick-ups and deliveries unless all available and road-worthy equipment of the Company is in use. In the event, the above condition is met, and the Company utilizes leased or hired equipment, such equipment shall in all cases, be operated by employees of the Company provided such employees are available.

The Company shall not sub-contract pick-up and delivery operations except when all available drivers have been given the opportunity to perform available work,

In the event the Company utilizes hired equipment, the Company will remit, monthly, to the Union the equivalent of one month's Union dues for each instance of use of hired equipment in any calendar month. It is understood that no more than the equivalent of one month's Union dues will be remitted in any given month for the same operator of such hired equipment.

This provision shall not apply to road dispatches directly to Western Canada.

## **ARTICLE 31 - HEALTH & WELFARE**

### **Section 31.1 - O.H.I.P.**

The Company agrees to pay one hundred percent (100%) of 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 thirty (30) 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) calendar months.

### **Section 31.2 - Company Health & Welfare Plan**

- (a) **Introduction**  
All Group insurance benefits described below will be provided at no cost to the employee.
- (b) **Eligibility**  
All regular employees will become eligible for coverage upon completion of thirty (30) days of continuous employment to sixty-five (65) years of age.
- (c) **Employee Group Life Insurance**  
Schedule - \$16,000
- (d) **Post Retirement Death Benefit**  
Schedule - \$2,000
- (e) **Employee Accidental Death or Dismemberment**  
Schedule - \$16,000  
Twenty-four (24) hour coverage

(f) **Dependent Life Insurance**

Spouse - \$2,000  
Child(ren) - \$ 750

(g) **Weekly Indemnity**

A benefit not less than the required U.I.C. maximum. The Company shall retain the full amount of any U.I.C. premium reduction.

Fourth (4th) day accident  
First (1st) day sickness if hospitalized  
Eighth (8th) day sickness  
Twenty-six (26) weeks maximum benefit

(h) **Long Term Disability**

Benefit Waiting Period - twenty-six (26) weeks  
Benefit Amount - \$150.00 weekly  
Benefit Period - twenty-four (24) months (to age 65 if earlier)

(i) **Extended Health Benefits**

Major Medical benefits:

- No Deductible
- No Co-insurance
- Drugs and Medicines, 80% Co-insurance

**Vision Care**

- One (1) pair of lenses per twenty-four (24) months and up to one hundred dollars (\$100.00) for frames every twenty-four (24) months.

**Hearing Aids:**

- Up to \$250.00 only once every five (5) years

(j) **Dental Benefit**

Basic and Major Dental Coverage:

- No Deductible
- Eighty percent (80%) reimbursement of expenses
- Maximum - \$ 500 first year, \$1000 thereafter

Twelve (12) month waiting period for Major Dental Coverage

Orthodontics: After six (6) months service

- No Deductible
- Fifty percent (60%) reimbursement of expenses
- Maximum - \$1,000 per year

(k) **Equivalent Benefit**

All benefits shall be the same in all respects as that provided by the Teamsters Union, Local 938 Health & Welfare Plan.

**Section 31.3**

The Company will provide every employee with a copy of the Health and Welfare benefits as soon as he qualifies for coverage.

## **ARTICLE 32 - GENERAL**

### **Section 32.1 - 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 terminal of the Company.

### **Section 32.2 - Time Clocks**

Any Company terminal which employs 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 32.3 - Time Off to Vote**

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

### **Section 32.4 - Bereavement Pay**

In the event of a death in the immediate family (father, mother, wife, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law) 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 32.5 - Jury Duty Pay**

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay eight (8) hours pay per day at the regular hourly rate of pay for hourly rated employees and ten (10) hours pay per day at the regular hourly rate of pay for highway drivers, less the amount of jury duty or crown witness pay received.

### **Section 32.6 - Personal Injuries**

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid one (1) days pay for the day of his injury (highway drivers are to receive ten (10) hours pay and hourly rated employees are to receive eight (8) hours pay) providing he is not receiving Compensation Pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitates the need and in minor cases the Company shall also supply suitable transportation to the above-mentioned services and thence to the employee's residence.

### **Section 32.7 - Invalidating Legislation**

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

### **Section 32.8 - Lunch Rooms and Washrooms**

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

**Section 32.9 - Lockers**

The Company will supply individual lockers for all employees in the dock department and any other employees who are required to work in the dock department in excess of two (2) hours per shift as part of their regular duties. It is further agreed that the Company will supply lockers for all employees at new terminals.

**Section 32.10 - Company Meetings**

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

**Section 32.11 - 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 32.12 - Confirmation of Discharge**

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

**Section 32.13 - Parking Facilities**

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

**Section 32.14 - Noise Pollution**

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

**Section 32.15 - Appendices**

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

**Section 32.16 - Receipts**

Employees must be given dated receipts immediately upon turning money into the Company.

**Section 32.17 - 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 thirty (30) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause for discharge.

**Section 32.18 - Protective Equipment**

It is agreed that employees handling hazardous material, green hides, lampblack and pigment shall be supplied by the Company with all necessary equipment, rubber clothing, goggles, etc., to protect the employees' person. No employee shall be compelled to wear hard hats or safety glasses that have been used by other persons unless these items have been properly sterilized.

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.

Whenever employees are required by the Company or by any Government agency to wear protective footwear, the Company shall supply the protective footwear for all employees so required. Where employees furnish medical evidence of inability to wear the standard protective footwear, the Company agrees to contribute the equivalent cost of the standard protective footwear towards the cost of special footwear.

Each regular shunter and/or dockman will be provided with two (2) pairs of work gloves per year.

**Section 32.19 - Mileages**

Established mileages shall not be changed unless justified by either party and in all cases there shall be two (2) weeks notice given before any changes are put into effect. In the event a dispute arises with regard to the mileage application, the mileage shall be paid on the basis of actual miles from terminal to terminal or pick-up and delivery points. All miles will be established by using the Ministry of Transportation Mileage Table or Provincial road map, if necessary. Mileages from the terminal or pick-up or delivery points to the nearest highway junction point will be established by the Local Union and the Company involved.

**Section 32.20 - Application of Mileage and Hourly Rates**

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

- (a) All terminal to terminal operations will be paid at the mileage rate.
- (b) All operations under forty (40) miles one-way to a point other than one (1) of the Company's terminals will be paid at the hourly rate of pay from the time of departure from the terminal to the time of arrival back to the terminal.
- (c) All peddle operations involving runs of more than forty (40) miles one-way shall be paid on the following basis:
  - (1) the mileage rate shall be paid on the part or parts of the run where there is forty (40) miles or more of continuous driving without delivering or picking up; and
  - (2) the hourly rate shall be paid on the part or parts of the run where there is less than forty (40) miles of continuous driving without delivering or picking up.

**Section 32.21 - Dock Plates**

The Company shall supply and maintain proper safe dock plates.

**Section 32.22 - Heat on the Dock**

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

**Section 32.23 - 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.

No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to applicable legislation.

**Section 32.24 - Hand Holds and Steps**

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

**Section 32.25**

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

**Section 32.26 - Safety Committee**

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

**Section 32.27**

Whenever reasonably required the Company will make a reasonable effort to see that delivery vehicles are equipped with two wheel carts or delivery racks.

**ARTICLE 33 - COST OF LIVING ALLOWANCE**

**Section 33.1 - Scope**

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

**Section 33.2 - Index**

The amount of the Cost of Living Allowance as set forth in this Article shall be determined through the use of the Consumer Price Index for Canada (1981 = 100) hereinafter referred to as the "Index". Continuance of this Cost of Living Allowance shall be contingent upon the availability of the Index in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the index for January, 1998 unless otherwise mutually agreed upon by the parties.

**Section 33.3 - First (1st) Year**

If during the first (1st) year of this Agreement the Index increases by more than **five** percent (5%) calculated on the basis of the difference between the Base Index figure for January, 1998 and the Index figure for each month up to and including January, 1999 THEN an additional one percent (1%) Increase in the Index over and above five percent (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked **FROM** the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

**Section 33.4 - Second (2nd) Year**

If during the second (2nd) year of this Agreement the Index increases by more than **five** percent (5%) calculated on the basis of the difference between the Base Index figure for January, 1999 and the Index figure for each month up to and including January, 2000 THEN an additional one per centum (1%) increase in the index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked **FROM** the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

**Section 33.5 - 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 January 2000 and the Index figure for each month up to and including January 2001, THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked **FROM** the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

**Section 33.6 - Cost of Living Allowance Fold-in:**

- (a) Effective February 1, 1999, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 33.3 of the Collective Agreements during each month up to and including January 1999 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

- (b) Effective February 1, 2000, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 33.4 of the Collective Agreements during each month up to and including January 2000 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 34 - PENSION PLAN**

**Section 34.1**

Commencing on the first (1st) day of each month, the Company agrees to contribute to the Ontario Short Haul Carriers Pension Plan, handled by Joint Trustees, an amount of one hundred dollars (\$100.00) per month, for each regular full-time employee who has been on the payroll for more than one (1) year and who has reported for work at least one (1) day in the month.

Such contributions shall be remitted to the Plan not later than thirty (30) days following the month for which contributions are required and shall be deemed to be held in trust for the members.

It is agreed that the Plan as it applies to Texport employees will be amended, where necessary, to comply with Federal pension statutes.

**ARTICLE 35 - DURATION**

**Section 35.1 - Duration**

The term of this Agreement shall be from January 1, 1998 to December 31, 2000. The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

DATED at Mississauga this 4<sup>th</sup> day of December, 1997.

FOR THE COMPANY



\_\_\_\_\_  
\_\_\_\_\_

FOR LOCAL 938:



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\_\_\_\_\_



**APPENDIX "A" - RATES OF PAY**

**Section A - Hourly Rates**

Employees hired prior to March 1, 1994.

Combined City/Dock \$16.84 per hour

Employees hired after March 1, 1994.

Combined City/Dock \$12.00 per hour

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

**SECTION "B" - PART-TIME AND STUDENT RATES**

**Effective March 1, 1994.**

Part-time and Student rate - \$12.00 per hour.

## **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 employees of the right to challenge a penalty through the regular Grievance Procedure. 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 ninety-six (96) hours (Saturdays, Sundays or 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 - Passengers**

#### **Section 1 (a)**

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

### **Section 2 - Accidents**

#### **Section 2 (a)**

Accidents for which the employee is at fault or for which his action or lack of action is a contributory factor, will result in disciplinary action which may range from reprimand to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents. However, the driver will be absolved of blame if the accident is proven to be caused by mechanical failure and the Company will then be responsible for wages and expenses if the driver is required to appear in court relating to the accident.

#### **Section 2 (b)**

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

#### **Section 2 (c)**

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

#### **Section 2 (d)**

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

### **Section 3 - Equipment**

#### **Section 3 (a)**

Tampering with tachograph, governor or other safety devices:

- 1st offense - 1 week off
- 2nd offense - subject to dismissal

**Section 3 (b)**

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

- 1st offense - reprimand
- 2nd offense - 1 day off
- 3rd offense - 3 days off
- subsequent offenses - subject to dismissal.

**Section 3 (c)**

Failure to properly tarp cargo and equipment:

- 1st offense - reprimand
- 2nd offense - 1 day off
- 3rd offense - 3 days off
- subsequent offenses - subject to dismissal.

**Section 3 (d)**

Failure to report mechanical defects in equipment, if known:

- 1st offense - 1 day off
- 2nd offense - 3 days off
- subsequent offenses - subject to dismissal.

**Section 3 (e)**

Unauthorized use of Company motor vehicles:

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

**Section 4 - Conduct and Behaviour**

**Section 4 (a)**

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

- 1st offense - subject to dismissal.

**Section 4 (b)**

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

- 1st offense - reprimand to 1 week off
- 2nd offense - subject to dismissal.

**Section 4 (c)**

Theft, or wilful damage:

- 1st offense - subject to dismissal.

**Section 4 (d)**

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

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

**Section 4 (e)**

Deliberate disobedience of orders of authorized personnel:

1st offense - subject to dismissal.

**Section 4 (f)**

An employee will not be discharged due to loss of his driver's license. 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 license prior to job bid time, he will revert to his former position.

**Section 5 - Reports**

**Section 5 (a)**

Deliberate falsification of time cards or trip reports:

1st offense - subject to dismissal.

**Section 6 - Driving Behaviour**

**Section 6 (a)**

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

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

**Section 7 - Attendance**

**Section 7 (a)**

Absence from work without a reasonable explanation:

1st offense - reprimand  
2nd offense - reprimand  
3rd offense - 3 days off  
4th offense - subject to dismissal.

**Section 7 (b)**

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

1st offense - reprimand  
2nd offense - reprimand  
3rd offense - 3 days off  
4th offense - subject to dismissal.

**Section 7 (c)**

Reporting late for work without a reasonable explanation:

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

36

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