

KINGSWAY ONTARIO FREIGHT AGREEMENT

between

KINGSWAY TRANSPORT
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 91
(hereinafter referred to as the "Union",)

TEAMSTERS LOCAL UNION 879
(hereinafter referred to as the "Union")

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

From: October 1st, 2010
To: September 30th, 2013

09325 (07)

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ARTICLE I-PREAMBLE AND RECOGNITION:

Section 1.1 - Union Recognition

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

Section 1.2 - Effective Date

The effective date of this Agreement is October 3rd, 2011 and the terms shall be from this date to September 30th, 2013.

Section 1.3 - Date of application

All terms and conditions of this Agreement will apply effective October 3rd, 2011.

Section 1.4 - Section Headings

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

ARTICLE 2 - UNION SECURITY:

Section 2.1 - Maintenance of Membership

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

Section 2.2 - Union Dues Authorization

All employees hired prior to the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay in an amount—and in a manner as directed by each local union for the duration of the Agreement as their financial contribution to the Local Union.

Section 2.3 - Initiation Fee Deduction

All employees hired shall, as a condition of continued employment, authorize the Company to deduct an amount equal to the Local Union's Initiation Fees in installments of **twenty-five** dollars (\$25.00) per pay period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies **so** deducted to the head office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union Dues are remitted.

Section 2.4 (a)- Monthly Deductions of Union Dues

The Company agrees, for the duration of this agreement, to deduct union dues from all employees, in a manner as directed by the Local union 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 following month 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 Worker's Compensation, the check off shall indicate that such worker is on W.S.I.B

Section 2.4 (b) - Deduction of Arrears Items

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

Section 2.4 (c) - 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 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 & Welfare Enrolment Forms, all of which shall be signed by 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 & Welfare forms are returned to the Union. All forms shall be returned to the Union within seven (7) days of the date of hire.

Section 2.4 (e) - Scope of Union Dues Deductions

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

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

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

Section 2.4 (h)

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

ARTICLE 3 - MANAGEMENT FUNCTIONS:

Section 3.1 - Management Functions

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

Section 3.2 - 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 - 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 - INTENT AND PURPOSE:

Section 5.1 - Intent and Purpose

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

ARTICLE 6 – STEWARDS:

Section 6.1 - Right of Union to Appoint Stewards

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

Section 6.2 (a) - Pay for Processing Grievances During Working Hours

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

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

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

of the grievance with the Company on the Company's property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2 (c) - Limitation in Payment of Steward

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

Section 6.2 (d) - Steward Duties

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

Section 6.3 - Names and Changes of Stewards

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 6.4 - Suspension or Discharge of Steward

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

Section 6.5 - Steward's Seniority for Work

For the purpose of layoff and the day to day allocation of work within 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 Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

Section 6.6 - Trip Sheets and Time Cards

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

Section 6.7 - Shop Steward Training

The company will allow each steward one (1) day once each year, to be absent for the purpose of Shop Steward Training with the Local Union. The company will pay the daily guarantee for such day.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION:

Section 7.1 (a) - 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.

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps at which steps 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, will, upon request, be accompanied by a Steward or Business Representative.

Section 7.1 (b) - Suspensions

Except in cases which are considered "Subject to Dismissal" in Appendix 'C', suspensions will not take effect until the suspension is sustained under the Grievance Procedure. The agreed to suspension must be served within thirty (30) calendar days of the infraction.

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

By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare, Pension, O.H.I.P. premiums or monies accruing from the cost of living allowance, where such premiums, contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of Article 9. The grievor shall be accompanied by a Union Steward and if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

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

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

Section 7.2 (b) 1 Federal grievance mediator

Prior to the arbitration of a grievance under 7.2(c) or 7.5, the company and the union may mutually agree to the appointment of a Federal Grievance Mediator to help reach a mutually satisfactory settlement of the grievance.

Section 7.2 (c) - Step 3 - Ontario Provincial Grievance Panel

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an arbitration board as outlined below. Before submitting the grievance to arbitration, the dispute shall, if mutually agreed, in accordance with procedures outlined in Section 7.5 be brought to the attention of an Ontario Provincial Grievance Panel established by the Company and the Local Unions. The Ontario Provincial Grievance Panel will

render a decision unless it is deadlocked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. This Ontario Provincial Grievance Panel shall be comprised of four (4) persons two (2) of whom shall be selected from Management and two (2) from the Local Unions; in the event four (4) persons are not available, the Ontario Provincial Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions.

It is further agreed that the Company and the Local Unions shall name only experienced representatives who are engaged in the day-to-day administration of this Agreement as nominees to the Ontario Provincial Grievance Panel as required. It is understood that in the selection of the representatives the Company will not name a representative from the Company involved nor will the Union name a representative from the Local involved.

It is further agreed that in the event that any Ontario Provincial Grievance Panel is unable to render a majority decision, the grieving party must within fourteen (14) calendar days of the date the Ontario Provincial Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to arbitration as outlined in Section 7.5.

Section 7.2 (d) - Dates for Ontario Provincial Grievance Panel

The Ontario Provincial Grievance Panel shall sit when necessary and shall consider all grievances placed before it by mutual agreement of the representatives.

Section 7.3 - Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing by Registered Mail or hand delivered within seven (7) days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate.

Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Section 7.2 (c).

Section 7.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspensions shall be registered in writing within **seventy-two** (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 7.5 - Procedure for Arbitration

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

- 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(b);
- 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 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 the Agreement] nor substitute any new provisions in this Agreement] nor substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty of discipline imposed relating to the grievance then before the Board.

Section 7.8 - Expenses of Board Members

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

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 Grievances

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 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

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

Section 8.4

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

Section 8.5

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

ARTICLE 9 - SENIORITY:

Section 9.1 - Terminal Seniority

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll except as outlined in Article 10. It is further agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any other department within the terminal. Maintenance employees will not be allowed to perform work within the scope of the City and Dock Departments.

Section 9.2 - Purpose of Seniority

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

Section 9.2(a)

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

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

Section **9.2 (b)** - Test to Determine Qualifications

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

Section **9.2 (c)** - Definition and Regulations for Layoff

A layoff for an employee shall be considered as two (2) consecutive days of no work within his department, at which time the employee will be notified if there are junior men working in other departments. He may then exercise his seniority to bump the most junior man 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, an employee must exercise his seniority.

Section **9.2 (d)** - Temporary Nature of Layoff

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

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

Section **9.2 (e)** - Continued Loss of Work

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

Section **9.2 (9)** - 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 **9.3** - Posting of Seniority List

A seniority list containing the name and starting date of employees will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for Stewards and 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 **9.4** - Probationary Period

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

Section **9.5** - Retention of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of one hundred and eighty (180) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

Section 9.6 - Reason 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 seven (7) days from the date of delivery or attempted delivery;
- d) if he takes employment other than that declared and agreed upon when applying for a leave of absence ;
- e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days ;
- f) if 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.
- 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 9.7 - Leave of Absence Provision

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

Section 9.8 - Provision for Retention of Employee's Seniority During Sickness or Injury

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

Section 9.9 - Political Office

Any employee who is elected to a full-time municipal, provincial or federal government office shall be granted a leave of absence in order to allow him to fulfill his elected duties.

ARTICLE 10 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL (S) OR OPERATIONS AND ESTABLISHMENT OF NEW TERMINAL(S):

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

- a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the terminal from which the work is moved;
- b) failing agreement under Section 10.2 (a), employees 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 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 Sections shall be referred to Section 7.2 (c).

Section 10.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of section 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 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 - Dovetailing of Seniority For Employees Moving

Employees moving under the conditions of 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 - New Terminal or Operation

In the event the Company establishes a new terminal or operation at a different location within a town or city in which the Company already has a terminal or operation, the Company and the Union will meet and establish procedures which will protect the seniority of employees at the original and new 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 Company 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 the recall provisions of Article 9, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article his original seniority will be dovetailed with the seniority of the active employees.

Section 11.3

In the event that the preceding Sections in the opinion of either Party 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 11.1 and 11.2 will apply.

ARTICLE 12 - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION:

Section 12.1 - 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 the Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee .

ARTICLE 13 – EQUIPMENT:

Section 13.1 (a) - Vehicle Safety

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

Section 13.1 (b) - Duty of Employee to Report Defects

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

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

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

Section 13.1 (d) - Responsibility of Company to Maintain Vehicles

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

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

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

Section 13.1 (9) - Right of Employee to Refuse Unsafe Equipment

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

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

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

Section 13.3 - Equipment on Power Units

- a) It is agreed between the Union and the Company having regard for 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. Windshield wipers are to be kept in proper working order at all times and cabs are to be weatherproof. All new equipment put into use as of October 1, 1968 shall be equipped with west coast mirrors.

- b) **All** new city and highway tractors will have hand braking control valves installed at time of delivery.
- c) **All** power units are to be maintained in safe operating condition and capable of maintaining 95 KPH under normal load and driving conditions.

Section **13.4** - Speedometers

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

Section **13.5** - Bad Order Forms

It is agreed that bad order forms shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one can be held available for the driver and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A bad order form when made out by the driver will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the key 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 **13.6** - Operation of Vehicle in Excess of Legal Load Limits

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

Section **13.7** - Braking Systems

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

Section **13.8** - Seat Belts

Effective October 1, 1968, all new types of equipment will be applied with retractable seat belts if available from the manufacturers.

ARTICLE 14 - MEDICAL EXAMINATIONS:

Section **14.1** - Provisions for Medicals

The Company agrees to reimburse an employee up to one hundred dollars (**\$100.00**) towards medical fees charged by a reputable medical clinic and/or doctor for required driving license medical examinations for those employees required by the Company to maintain drivers' licenses to perform their duties. Should an employee elect to have his driving license medical examination performed at a fee in excess of this amount, such excess fee will be the responsibility of the employee. Effective January 1, 2011, January 1, 2012, January 1, 2013 the amount referred to above will be increased to \$110.00, \$112.00 and \$114.00 respectively

Section **14.2**

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

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

If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and one (1) days notice will be given the employee. No notice will be given for random drug and alcohol tests. Random drug and alcohol tests apply to I.C.C. qualified drivers only.

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

When a medical examination is requested by the Company and is to be taken after working hours, the Company shall supply or pay for transportation to and from the medical facility of its choice and shall pay for all time involved. The Company shall not pay for the time involved if the employee is at the time on W.S.I.B. or the Health & Welfare Benefit Plan. In all cases, the daily guarantee will be the maximum amount paid.

Section 14.2 (c) - Report of Medicals

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

Section 14.2 (d) - Medicals on Saturday

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

Section 14.2 (e) - Away from Home Medicals

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

Section 14.2 (9) - Medical Requirements for Drivers

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

In the event that a driver loses his driver's license 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.

Section 14.2 (g)

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, free of charge, at the standard required by the Company. No employee shall be required to wear a uniform that does not bear the union label. The Company will involve the Union in the choice of style and quality of uniforms to be provided to drivers.

Section 15.2 Pooling Arrangements for Uniforms

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

ARTICLE 16 - EXTRA CONTRACT AGREEMENTS:

Section 16.1 - Extra Contract Agreements

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

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

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

When new types of equipment or categories 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 day the equipment or categories of work were put into use or effect.

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

No highway driver will suffer any reduction in his weekly earnings as a result of the introduction of double driver or sleeper cab operations.

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:

New Year's Eve Day
New Year's Day
Good Friday

Thanksgiving Day
Christmas Day
Christmas Eve Day

Victoria Day
Canada Day
Civic Day (replace Remembrance day)
Labour Day

In the event that the Federal Government should declare Family Day as a legal holiday, the Company agrees to recognize this day as a Paid day.

Section 20.2 - Alternate Day

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

Section 20.3 - Pay for General Holidays

All hourly-rated employees shall be paid eight (8) hours' pay at the regular hourly rate and highway drivers and drivers who work a combination of miles and hours in a week in which the General Holiday occurs shall be paid nine (9) hours at the regular hourly rate 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 General Holiday;
- c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday

Senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

Section 20.4 - General Holiday 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 at the appropriate overtime 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 20.5 - General Holiday for Night Shift Employees

All hourly rated night shift employees shall enjoy General Holidays in line with the following conditions;

- a) all General 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 the appropriate overtime rate of pay in addition to the General Holiday pay;
- b) in the case of General 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 the appropriate overtime rate of pay in addition to the General Holiday Pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night;

- c) in the case of General Holidays falling on a Monday, employees whose work week commences on 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 the appropriate overtime 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 on Sunday night;
- d) all employees who have worked fifty (50) percent or less of the previous twelve (12) Sunday night shifts or tours of duty will be classified as starting Monday night for the purpose of applying this clause.

Section 20.6 - General 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 20.7 - Dispatches on Christmas and New Year's Eve

- a) Dispatches must be arranged so the highway drivers will be back in their home terminal and off duty at 12.00 hrs. (noon) on Christmas eve and at 15.00 hrs. on New Year's eve. However, this does not preclude the Company, in case of emergency, to move a load if a driver in line with his seniority is willing to accept a dispatch which will bring him back to his home terminal after 12.00 hrs.(noon) or 15.00 hrs. as mentioned above.
- b) All General Holidays falling on a day other than Monday, the night of the holiday will be the General Holiday. All hours worked between 6:00 a.m. the day of the holiday and 6:00 a.m. the following morning shall be paid at the appropriate overtime rate of pay.

ARTICLE 21 - VACATIONS WITH PAY:

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

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

Section 21.2 - 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 21.3 - 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 21.4 - 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 21.5 - Vacation for Employees with Eighteen (18) Years of Employment

Employees who have completed eighteen years of employment by November 30th of 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 anniversary date of employment.

Section 21.5 (a) - Vacations for Employees with Twenty-Five (25) Years of Employment

Effective October 1, 2006, 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 six (6th) week shall be delayed until his twenty-fifth (25th) anniversary date of employment

Section 21.6 - Amount of Vacation Pay

Vacation pay for those enjoying two (2) week' vacation, three (3) weeks' vacation, four (4) weeks' vacation, five (5) weeks' vacation and six (6) weeks vacation with pay annually, shall be calculated at four percent (4%), six percent (6%), eight percent (8%) and ten percent (10%) and accordance with section 21.5 a) to twelve percent (12%) respectively of their total earnings for the year previous to their vacation.

Section 21.7 - Vacation Pay for Employees Terminating Employment

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

Section 21.8 - Vacation Pay for Regular Employees on Short Time

Vacation pay will be computed at the rate of two percent (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours' pay per week of vacation provided he has worked fifty percent (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

Section 21.9 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so. It shall not be mandatory, however, for

employees to take 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 May (effective October 1st 2006), June, July, August, September and October inclusive.

- a) Employees qualified for more than three (3) weeks' vacation will be restricted to three weeks' during the recognized summer vacation period.
- b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called in to work.
- e) Employees may book their full vacation at booking time or keep some weeks pending. Any pending weeks will be scheduled or booked on first come first served basis.

Section 21.10 - Separate Bank Deposit for Vacation Pay

All monies paid for vacation shall be paid by separate bank deposit.

ARTICLE 22 - ALLOCATION AND HOURS OF WORK, CITY DRIVING AND DOCK DEPARTMENTS:

Section 22.1 (a) - Allocation of Work

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

Section 22.1 (b)

It is understood that the Company and the Local Union(s) involved will meet to determine the reason and feasibility before the Company subcontracts or hires agents to perform work of the bargaining unit in geographic areas, traditionally serviced by employees of existing terminals, where it will cause a loss of work for existing employees. Any such changes will be reduced to writing

Section 22.1 (c)

When interlining freight the company will give preference to Teamsters Union carriers where service and rates are equal

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

Employees shall be allowed to bid and qualify for runs designated as peddle runs or special operations, in conjunction with the annual departmental job bid. Upon written request from the Local Union, the conditions governing such peddle runs or special operations will be reduced to writing and will not be inconsistent with the terms and conditions of this Agreement.

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

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

Section 22.2 (b) (1)

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

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

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

- 1) the work week may commence on Sunday
- 2) all work performed after 8.00 **A.M.** Saturday and prior to 8.00 **P.M.** Sunday shall be paid at one and one half (1 ½) times the regular rate of pay.
- 3) provide for the implementation of a Staggered Work Week allowing for a Tuesday to Saturday work week at straight time rates of pay. Staggered Work Weeks will only apply to only one employee hired on or after the date of ratification. **All** current employees will be exempt from this clause.

Section 22.2 (d) - Extra Highway Trips

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

- 1) to the senior available driver on duty; however, no such driver will be considered available for highway trips which would entail a complete shift totaling over ten (10) hours;
- 2) where an city driver has commenced his work day in the city and is assigned an extra highway trip from which he returns within his normal working day, he may elect to go home providing he has earned the equivalent of eight (8) hours' pay. If he continues to work he will be paid time and one half the regular rate of pay after he has completed a total of nine (9) hours on duty;
- 3) where no one is available under paragraph (1) or in the event additional personnel are required, qualified off duty drivers shall be called in order of seniority;
- 4) no city driver who has completed eight (8) hours on duty and has been released from duty shall be eligible for extra highway trips until he has been off duty for ten (10) hours;
- 5) on the completion of such trip, he will not be considered as available for work until after ten (10) hours off duty.

Section 22.2 (e) - Overtime Pay

Employees shall be paid at one and one half (1½) times the regular rate of pay for all hours worked at the hourly rate of pay in excess of eight (8) hours per day for Mechanics, Eight (8) hours per day for Dockmen and nine (9) hours per day for drivers or forty (40) hours, forty (40) hours and forty-five (45) hours respectively per week.

Section 22.2 (f) - 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 22.2 (g) - Regular Shifts

The Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours' posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of this previous shift. All hours worked by an employee prior to his regular starting time will be paid for at the rate of time and one-half (1½) the regular rate of pay.

Section 22.2 (g) (1) - Notice of Layoff

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

Section 22.2 (h) - Lunch Hour

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

Section 22.3 (a) - Normal Work Day

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

Section 22.3 (b) - Allocation of Shift Overtime Work

Where the Company has shift overtime work in excess of eight (8) hours 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 employees are required, overtime will be offered on the basis of seniority to employees on the next available shifts who are willing to perform the work;
- 3) when no one is available under (1) or (2) 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.

On a regular shift which ends on Saturday, the hours of shift overtime which may be made available to employees under (1) shall not exceed four (4) hours of overtime times the number of employees on such shift who accept such overtime when asked. There shall be no cause for a Saturday call-in grievance if the shift overtime of any one (1) employee exceeds four (4) hours, provided the overall limitation is not exceeded.

Section 22.3 (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.

Section 22.3 (d) - Cali-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) hour's pay at time and one half the regular rate. All hours worked exceeding eight (8) hours in twenty-four (24) hours will be paid at time and one half the regular rate.

A call-back will be defined as any call to work that is not in concert with Section 22.2 (g) or Section 32.1 (b) and does not include those employees whose shifts are changed as agreed to in Article 32.

Section 22.3 (e) - Allocation of Saturday Work

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

Section 22.3 (9) - 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.

ARTICLE 23 - ALLOCATION AND HOURS OF WORK HIGHWAY OPERATION:

Highway definitions:

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

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

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

BID RUN OPERATIONS - At a terminal where bid runs may be set up or where there are special operations, it is agreed that the Company and the Local Union or Unions involved will meet to establish rules, in writing, governing the operation of such bid runs and/or special operations.

Section 23.1 - Bid-Run Rules

Bid runs will only be established by agreement with the Local Union or Unions involved and in accordance with the rules set forth below.

A bid run shall have:

- a) A bid run shall have a regular starting time established unless otherwise mutually agreed upon.
- b) Bid runs shall have permanent points or areas established on the bid and the drivers will not be dispatched to points or areas other than those points or areas established by the bid.
- c) If for any reason the bid run does not materialize, the bid run driver shall exercise his seniority on the regular highway operations. The bid run driver will continue to operate on regular highway operations for that week or until the bid run driver arrives back in his home terminal and has had enough time off duty to enable him to go back on his bid run.
- d) A bid run driver cannot be bumped off his bid unless the driver who wishes to bump has had two (2) consecutive days of no work.
- e) Once a driver bumps onto a bid run, he must stay on this bid run for the balance of the work week.
- f) A bid run driver cannot sign a temporary posting for vacation replacement.

Section 23.2 - Regular Highway Dispatch

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

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

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

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

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

Section 23.2 (a)

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

Section 23.2 (b)

Hours off regulations and hours of work limitations as spelled out in this Article.

Section 23.2 (c)

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

Section 23.2 (d)

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

Section 23.2 (e)

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

Section 23.2 (f)

If a highway driver performs hourly-rated work, he shall be allowed a fifteen (15) minute coffee break during the first four (4) hours of hourly-rated work and a second fifteen (15) minute coffee break during the second four (4) hours of hourly-rated work.

Section 23.2 (g) - Mileage Limitations

At their home terminals, highway drivers shall have the right to decline further work when they have accumulated forty-five (45) hours, eighteen hundred (1800) miles or the monetary equivalent of forty-fives (45) hours in any week.

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

When all employees in the Highway Department have worked five (5) shifts, senior employees will be given the first opportunity to work on sixth (6th) shift operations. In the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority.

Highway drivers shall not be compelled to accept a sixth (6th) shift dispatch which entails a layover. In the event a man is dispatched on a turn on the sixth (6th) shift and the return load does not materialize, the man shall be paid for all time held. It is the Company's responsibility to return the man to his home terminal. For the purposes of applying the Section, a paid General Holiday shall be considered as a shift worked.

Section 23.2 (i) - Work on Docks

Highway drivers shall not be compelled to work on any Company dock or yard except those drivers on established way-freight operations where the mileage is not in excess of three hundred miles.

Section 23.2 (j) - City Pick-up and Delivery Operations

In order to prevent intermingling of highway operations with the city pick-up and delivery operations, no highway driver will be allowed to do more than two (2) pick-ups and two (2) deliveries in their radius established by mutual agreement between the Company and the Local Union involved, and reduced to writing and signed by the parties.

At no time will this practice allow highway drivers to pick-up and deliver within the same city limits nor will a highway driver be allowed to go from his own terminal to perform a pick-up or a delivery and return directly to his own terminal within the radius of his own city limits.

Section 23.2 (k) - Sunday Dispatch

The known Sunday night dispatch will be made available at least twenty-four (24) hours prior to the time of dispatch. Drivers still on the road must call their dispatch before 7.00 **A.M.** Saturday or they will be considered booked off.

Drivers wishing to book off Sunday night must request permission to do so no later than 7.00 **A.M.** Saturday morning.

If a driver who has accepted a Sunday night dispatch as per above cannot come in to complete his trip, this trip will be offered to the next senior driver available, who has yet to be given a dispatch.

Section 23.2 (l) - Call-In Guarantee

Employees who are on the Highway Department seniority list and who are called in for duty shall receive eight (8) hours' work within that department or the equivalent of eight (8) hours' pay at their regular hourly rate.

Section 23.2 (m)

City drivers who are called in off shift for extra highway trips shall receive eight (8) hours' work within the Highway Department or the equivalent of eight (8) hours' pay at their regular hourly rate, except on Saturday where the guarantee shall be four **(4)** hours.

Section 23.2 (n) - Turnaround Runs

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

Section 23.2 (o) - Deadheading

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

Section 23.2 (p) - Accommodations

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

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

- 1) highway drivers shall not be compelled to sleep more than four **(4)** men to each room where the sleeping quarters are **on** Company premises. However, highway drivers shall not be compelled **to** sleep more than one **(1)** man to each room where outside accommodations are used and at all new Company terminals. Existing practices of less than four **(4)** men to each room at Company Sleeping quarters will be maintained;
- 2) each room will be properly ventilated and have a heating and cooling system capable of maintaining a comfortable sleeping temperature;
- 3) clean and sanitary washrooms with showers and toilet facilities shall be included on the immediate premises capable of meeting the requirements of any appropriate government agency;

- 4) where there are runs that are suitable for sleeper cab operations, the Company shall post them as bid runs and negotiate the conditions with all Local Unions involved.

Section 23.2 (q)

Transportation for laid-over highway drivers will be supplied by the Company in a Company vehicle or by adequate public transportation to and from sleeping accommodations and restaurant facilities.

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

Section 23.2 (r) - Meal allowances

Drivers who are required to layover and sleep away from home will receive a total of \$19.50 effective January 1, 2011, \$21.00 effective January 1, 2012 and \$22.50 effective January 1, 2013 per sleep meal allowance.

Drivers who are required to layover in the USA will receive a total of twenty dollars (\$20.00) Cdn. Funds per sleep meal allowance.

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

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

Section 23.2 (t) - Transfer

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

Section 23.2 (u)

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

Section 23.2 (v) - Inter Provincial Drivers

Where an inter-provincial driver is dispatched into Ontario, he will be allowed one (1) layover. Following such layover the driver will be permitted one (1) initial dispatch and then must be dispatched en route to his home province.

Quebec highway drivers will be paid the wage rates provided for in this Agreement for work in Ontario, except for those Quebec highway drivers on switch operations.

Such operations will be conducted in accordance with the Letter of Understanding completed together with this Agreement.

LETTER OF UNDERSTANDING- RE: QUEBEC DRIVERS:

Pursuant to the interpretation of the last paragraph of Section 23.2 (v) concerning payment of Quebec drivers for work performed in Ontario, the following is understood by the parties;

- a) In the event a grievance is filed concerning this matter, the Union shall have access to information in accordance with Section 6.6.
- b) Switch operations as referred to in Section 23.2 (v) shall mean switches where miles between Quebec and Ontario are relatively equal.
- c) In the event of a violation of this Agreement, the difference in wages between Ontario wages and Quebec wages for work performed in Ontario shall be remitted to the appropriate Local Union Health and Welfare Plan of the appropriate Local Union signatory to this Agreement.

) TERMINAL DISPATCH:

Section 23.3 (a) - Layover

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

Section 23.3 (b) - Repotting for work

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

Section 23.3 (c) - Hold Over pay

If a driver is held over twelve (12) hours, he shall be paid for all time held over the twelve (12) hours up to a maximum of ten (10) hours in the first **twenty-two** (22) hour period from the time the run ends. The same principle shall apply in each succeeding **twenty-two** (22) hours. If he is required to perform hourly rated work during the hold over period, he shall be paid his regular hourly rate of pay for such work and this pay shall be in addition to the pay he receives for all time held.

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

On Sundays and General Holidays lodging shall be allowed in addition and in accordance with the terms set out herein and the driver shall receive a meal allowance of **twenty-five** dollars (\$25.00) effective January 1, 2011 for each day held.

Section 23.3 (e) - Dispatch Rules

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

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

- 3) when two (2) or more drivers from different home terminals are in a foreign terminal and available for duty, they will be dispatched in accordance with their highway seniority.

Section 23.3 (f)

For drivers who have not been laid over and are available for dispatch, Section 23.3 (e) paragraphs(1), (2) and (3) will apply.

Section 23.3 (g)

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

Section 23.3 (h)

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

Section 23.4 - Rules and Regulations For Highway Operations

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

Section 23.5

No casual employees will be dispatched on highway operations unless the Company has exhausted all other employees, highway, city, dock and maintenance in this order, who are qualified and available.

- a) No casual employee will be used to replace a regular dock employee at any Company terminal.
- b) Casual drivers may only be dispatched on highway operations during the period between 12.01 A.M. Friday to 8.00 A.M. Sunday.

Casual drivers used to supplement the highway operations will not enjoy preference over regular employees on highway operations for any dispatch except a dispatch to their point of origin. A casual driver will not enjoy preference for such return dispatches over a regular employee from the same point of origin.

Where practical on Friday nights, loads which can be reasonably held will not be dispatched, but will be held for regular employees available up to 10.00 A.M. Saturday, who have signed the Saturday work sheet.

Section 23.6 - Pay for Highway Drivers

Payment for highway trips will be as follows:

Section 23.6 (a) - Flat Rate Per Mile

The flat rate per mile shall include:

- 1) All miles traveled, calculated as per Section 38.20;
- 2) All breakdowns on the road up to thirty (30) minutes per event;
- 3) All unavoidable delays on the road up to thirty (30) minutes per event;
- 4) Completion of all reports;
- 5) Verification of equipment and fill up of fuel, oil, cooling liquid, windshield washer fluid etc. when necessary;

Section 23.6 (b) - Flat Rate Per Trailer

The flat rate per trailer or trailer combination hauled on public roads shall include;

- 1) All hooks, unhooks and storage of equipment;
- 2) All terminal delays up to thirty (30) minutes.

Section 23.6 (c) - Exceptional Items

Exceptional items shall only include;

- 1) All time exceeding thirty (30) minutes per event for terminal delays and thirty (30) minutes for unavoidable delays on the road as well as all time exceeding thirty (30) minutes per event for breakdowns on the road.
- 2) All time spent clearing Customs;
- 3) All time spent Way-freighting;
- 4) All time spent at a customer's facility picking-up, delivering or waiting (arrival and departure times must be written on the Bill of Lading or proof of delivery);
- 5) All time spent working on dock or local P&D operations;
- 6) Overtime as per Section 20.7;
- 7) Call-in guarantee as per Section 23.2 (l);
- 8) Deadheading as per Section 23.2 (o);
- 9) Meal allowance as per Section 23.2 (r);
- 10) Hold over pay as per Section 23.3 (c);
- 11) Sunday, General Holiday meal allowance as per Section 23.3 (d)

ARTICLE 24 - ANNUAL JOB BIDS:

Section 24.1

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

Section 24.2

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

Section 24.3

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

Section 24.4

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

Section 24.5

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

Section 24.6 - Loss of License

At the time of the Annual Job Bid, an employee who has lost his driver's license 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 license. In the interim, such employee will not be entitled to enjoy his seniority in any other department.

ARTICLE 25 - JOB OPENINGS:

Section 25.1 - Equipment Openings

When openings on types of equipment occur at any time, qualified employees in the department in which the openings occur shall be given preference in accordance with their seniority. This shall not be interpreted to give an employee the right to move from one truck to another, nor to give an employee 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 25.2 - Job Openings

When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the bulletin board for seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their departmental seniority. The senior

qualified employee(s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

Section 25.3 - Seniority

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

ARTICLE 26 – SUPERVISORS:

Section 26.1 - Supervisory Personnel

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

Section 26.2 - Lead Hands and Rate of Pay

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

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

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

ARTICLE 27 - PAY PERIOD:

Section 27.1 - Pay Period Interval

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

Section 27.2 - Issuance of Bank Deposit Prior to Saturdays or General Holidays

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

Section 27.3 - Pay for Night Shift Employees

Night Shift employees will receive their bank deposit prior to the completion of their last scheduled shift and in accordance with Section 27.2. This shall mean they will receive their bank deposit 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 bank deposit no later than the end of their shift which commences on Wednesday.

Section 27.4 - Shortages

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

ARTICLE 28 – STUDENTS:

Section 28.1 - Students During Summer Months

Bona fide students may be hired on full-time basis for the summer months, May 1st to September 30th and shall receive an hourly rate of pay as specified by Appendix “B”. 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 29 - PART TIME EMPLOYEES:

Section 29.1 - Part Time employees in a Terminal with Separate City and Dock Operations

Section 29.1 (a) - Definition

Part-time employees in a terminal with separate city and dock operations shall be defined as persons who are employed by the Company to supplement the regular employee work force, provided they are not called into work outside an established shift and provided they do not perform work outside the Dock Department.

Section 29.1 (b) - Overall Limitation

Effective October 1st, 1980 and thereafter if the total hours worked by all part-time employees in any calendar week exceed ten percent (10%) of the product of forty (40) hours times the number of regular employees on the Dock Department seniority list, then the Company will hire an additional employee for regular employment in accordance with Section 9.4 of this Agreement. Until such employee(s) are hired, no part-time employee(s) may be utilized by the Company.

Section 29.1 (c) - Daily or Weekly Limitations

Where the hours worked by a part-time employee exceed four (4) hours in any one (1) day or twenty (20) hours in any one (1) calendar week, the Company will, upon receipt of a grievance, pay to the senior employee who files such grievance who would have been available to perform such work, an amount equal to the time worked by such part-time employee in excess of the above-mentioned daily or weekly limitation.

Section 29.1 (d) - Posted Starting Times Limitations

The starting times for part-time employees shall be posted and/or changed on a weekly basis in the Dock Department with a copy to the Local Union in accordance with the following:

- i) there shall be no more than two (2) starting times per day; and
- ii) there shall be no less than eight (8) hours between any two (2) starting times.

Part-time employees on posted starting times shall not be allowed to work outside the four (4) hours immediately following such a posted starting time. Where a part-time employee is utilized to a maximum of four (4) hours in any one (1) day to replace a regular employee who is absent from work for any reason, the above-mentioned posted starting times do not apply, provided that there shall be no back-to-back shifts of part-time employees.

Section 29.1 (e) - Deduction of Dues

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 appropriate 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.

Section 29.1 (f) - Laid Off Regular Employees

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

Section 29.1 (g) - Local Union Preference

Where part-time employees are required, the Local Union will be contacted and given the opportunity to supply qualified persons.

Section 29.1 (h) - Rates of Pay

A part-time employee, excluding a laid off regular employee, shall receive an hourly rate of pay of one dollar and fifty cents (\$1.50) per hour less than the appropriate hourly rate as set out in Appendix "B", but is not otherwise covered by the terms of this Agreement unless otherwise specified.

Section 29.1 (i) - Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Part-time employees' time cards and/or hours worked by each part-time employee by calendar week, recorded on the terminal control sheet, will be made available upon request *from* the Steward and/or Business Representative of the Local Union.

Section 29.1 (j) - Amendments

The terms of Section 29.1 may be varied by written mutual agreement between the Company and the Union

Section 29.2- Part-time employees in a Terminal with Combined City and Dock Operations within the Jurisdiction of Local Unions 91, 879 & 938

Section 29.2 (a) - Definition

Part-time employees in a terminal with combined city and dock operations within the jurisdiction of Local Unions 91, 879 and 938 shall be defined as persons who are employed by the Company to supplement the regular employee work force provided they are not called into work outside an established shift and provided they do not perform work outside the Dock Department.

Section 29.2 (b) - Overall Limitation

If the total hours worked by all part-time employees in any calendar week exceed five percent (5%) of the product of forty (40) hours times the number of regular employees on the combined seniority list, then the Company will hire an additional employee for regular employment in accordance with Section 9.4 of this Agreement. Until such employee is hired, no part-time employee(s) may be utilized by the Company.

Section 29.2 (c) - Daily or Weekly Limitation

Where the hours worked by a part-time employee exceed four (4) hours in any one (1) day or twenty (20) hours in any one (1) calendar week, the Company will, upon receipt of a grievance, pay to the senior employee who files such grievance **who** would have been available to perform such work, an amount equal to the time worked by such part-time employee in excess of the above-mentioned daily or weekly limitation.

Section 29.2 (d) - Posted Starting Times Limitations

The starting times for part-time employees shall be posted and/or changed on a weekly basis in the Dock Department with a copy to the Local Union in accordance with the following:

- i) there shall be no more than two (2) starting times per day; and
- ii) there shall be no less than eight (8) hours between any two (2) starting times.
- iii) No part-time employee will be allowed to commence work before **10.00 A.M.**

Part-time employees on posted starting times shall not be allowed to work outside the four (4) hours immediately following such a posted starting time. Where a part-time employee is utilized to a maximum of four (4) hours in any one (1) day to replace a regular employee who is absent from work for any reason, the above-mentioned posted starting times do not apply provided that there shall be no back-to-back shifts of part-time employees.

Section 29.2 (e) - Deduction of Dues

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 appropriate 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.

Section 29.2 (9) - Laid Off Regular Employees

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

Section 29.2 (g) - Local Union Preference

Where part-time employees are required] the Local Union will be contacted and given the opportunity to supply qualified persons.

Section 29.2 (h) - Rates of Pay

A part-time employee, excluding a laid off regular employee, shall receive an hourly rate of pay of one dollar and fifty cents (\$1.50) per hour less than the appropriate hourly rate as set out in Appendix "B" but is not otherwise covered by the terms of this Agreement unless otherwise specified.

Section 29.2 (i) - Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Part-time employees' time cards and/or the hours worked by each part-time employee by calendar week, recorded on the terminal control sheet, will be made available upon request from the Steward and/or Business Representative of the Local Union.

Section 29.2 (j) - Amendments

The terms of Section 29.3 may be varied by written mutual agreement between the Company and the Union.

ARTICLE 30 - PIGGY-BACK OPERATIONS:

Section 30.1

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

Section 30.2

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

ARTICLE 31 - CASUAL HELP:

Section 31.1 - Definition

Casual help 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 a city driver(s).

Section 31.2 - 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.

Section 31.3 - 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 drivers 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 9.4 of this Agreement.

Section 31.4 - Vacation Replacement

Notwithstanding Section 31.3 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 existing shift vacancy(ies) in accordance with seniority.

Section 31.5 - 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 dispatch, 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 31.6 - 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.

Section 31.7 - Local Union Preference

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

Section 31.8 - Rates of Pay

A casual, excluding a laid off regular employee, shall receive an hourly rate of pay of \$1.50 per hour less than the appropriate hourly rate as set out in Appendix "A", but is not otherwise covered by the terms of this Agreement unless otherwise specified.

Section 31.9 - 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 31.10 - 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 check-off form.

In the event the Company utilizes casuals employed by outside agencies, the Company shall remit an amount equal to the Union monthly dues with respect to all such persons and all the conditions of Article 31 will apply.

Section 31.11 - Amendments

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

Section 31.12

A clause dealing with helpers assisting drivers will be dealt with by a Letter of Understanding.

ARTICLE 32 - HIRED CITY EQUIPMENT:

Section 32.1 - 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 the Company the following conditions shall apply:

Section 32.1 (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 a Steward and/or a Business Representative of the Union.

Section 32.1 (b)

When hired trucks are required in conformity with Section 32.1 (a), they will not be used prior to 10:00 a.m. unless all employees on shifts starting at 10:00 a.m. or before are given the opportunity of commencing work before hired trucks.

Section 32.1 (c)

In the event the Company fails to comply with the requirements outlined in Section 32.1 (b), the employees referred to therein will be entitled to payment for the time between the commencement of their shift and that of the hired truck in addition to their regular shift.

Section 32.1 (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 32.1 (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 may be submitted to the Ontario Provincial Grievance Panel as outlined in Section 7.2 (c).

ARTICLE 33 - BROKER OPERATIONS:

Section 33.1 - Definition

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

In the event such drivers are to be considered dependent brokers, they will be covered by all the provisions of this Agreement with the exception of Article 33, but are not to be regarded as Company highway drivers who are hired for the purpose of operating Company equipment.

When the aforementioned drivers are declared as independent brokers then the provisions of Article 33 will apply.

Definition of a Broker:

- a) A broker is a sub-contractor (incorporated or not) who may hire a driver or drivers to operate his equipment or he may drive his equipment himself.
- b) All T/L operations will be assigned to brokers in accordance with the needs of the Company
- c) Definition of T/L :
 - 1. All loads composed of different shippers consolidated at the dock and delivered to two (2) consignees or less;

OR

 - 2. All loads composed of three (3) shippers and three (3) consignees or less.
- d) Definition of L.T.L :
 - 1. All loads composed of different shippers consolidated at the dock and delivered to more than two (2) consignees ;

OR

2. All loads composed of more than three (3) shippers and three (3) consignees.

- e) All L.T.L. loads of which the origin and destination terminals are under the jurisdiction of a Collective Agreement between the Company and the Teamsters Union, must be hauled exclusively by regular highway drivers, provided there are drivers available.

Section 33.2 - Rules for Use of Brokers

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

Where the Company has established new or additional broker operations in compliance with the terms of the 1965 Agreement, or subsequent agreements, such broker operations will continue to be governed by the terms of Sections 33.1 to 33.10.

Section 33.3

In the event the Company introduces or extends broker operations over those presently in effect, it is agreed that none of the highway drivers employed by the Company will be laid off from the Highway Department as a direct result of the introduction or extension of broker operations.

Section 33.4

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

Section 33.5

If the Company decides to add or increase brokers, as defined by Section 33.1 on highway runs which are normally operated by Company highway drivers, the following procedures must be complied with:

- a) the number of Company highway drivers who are on the highway seniority list when the broker operation is introduced or increased will be maintained;
- b) for each broker added to the highway seniority list the company will add an additional Company highway driver at the same time;
- c) brokers must be dispatched strictly in accordance with their date of engagement and will not be dispatched ahead of the Company highway driver who has more seniority, regardless of the type of, or availability of equipment at the time a load is to be dispatched;
- d) in the event the Highway Department is to be reduced the Company will lay off one (1) broker for each Company highway driver who is laid off;
- e) where the Company has since January 1, 1970 added or introduced brokers on runs which, on a regular basis, are operated or were formerly operated by

Company highway drivers, then no further brokers may be added until the Highway Department is increased by a corresponding number of Company highway drivers.

Section 33.6

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

Section 33.7

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

Section 33.8

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

Section 33.9 - Individual Rules

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

Section 33.10

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

ARTICLE 34 - HEALTH & WELFARE

Section 34.1 - 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 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) 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, provided the Local Union Health and Welfare Plan is required to replace reasonably equivalent OHIP benefits.

Section 34.2 - Health and Welfare Plan

Effective January 1, 2011 the Company shall contribute an amount of three hundred and eighty-eight dollars (\$388.00) plus applicable taxes per month for each eligible employee covered by this Agreement to the Local Union Health & Welfare Plan. Effective January 1, 2012 the Company shall contribute \$403.00 per month. Effective January 1, 2013 the Company shall contribute \$423.00 per month respectively.

To be eligible for payment, an employee must have completed ninety (90) calendar days of employment and must have reported for work at any time during the month. The premium shall be paid on or before the fifteenth (15th) day of the following month.

Section 34.3 - Penalty Provision

Where the Company fails to submit a premium in accordance with the above mentioned clause, the 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 34.4 - Clerical Omissions or Errors

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.

ARTICLE 35 – PENSION:

Section 35.1 - Contributions and Administration

Commencing on the first (1st) day of each month, the Company shall contribute to the Teamsters and Motor Transport Industrial Relations Board of Ontario Pension Plan, handled by Joint Trustees, an amount effective January 1, 2011, of \$445.00 per month, an amount effective January 1, 2012 of \$470.00 per month and an amount effective January 1, 2013, of \$500.00 per month for each employee covered by this Agreement who has been on the payroll for more than thirty (30) calendar days and who has reported for work at least one 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.

Section 35.2 - Powers of Trustees

The Company and the Local Unions agree to sign an "Agreement to be Bound" thereby giving the Trustees of the Teamsters and Motor Transport Industrial Relations Bureau of Ontario Pension Plan, the authority and obligation to deal with any Company or Local Union who is late in remitting or fails to remit the required contribution to the aforementioned Plan as outlined in this Agreement. It is further agreed that the parties to this Agreement will instruct the 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 35.3 - 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 35.4 - 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 Pension Plan.

ARTICLE 36 - CREDIT UNIONS :

Section 36.1 - Deductions for Recognized Credit Unions

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

Section 36.2 - Procedure for Employees Belonging to Two (2) Credit Unions

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

Section 36.3 - Former Practices

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

ARTICLE 37 - COST OF LIVING ALLOWANCE:

Section 37.1 - Scope

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

Section 37.2 - 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 (1992=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 1995 unless otherwise mutually agreed upon by the parties.

Section 37.3 - 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 September 2010 and the Index figure for each month up to and including September 2011, THEN an additional one percent (1%) increase in the Index over and above five percent (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which included the last day of each such month.

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

Section 37.4 - 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 September 2011 and the Index figure for each month up to and including September 2012, THEN an additional one percent (1%) increase in the Index over and above five percent (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which 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 37.5 - Third (3rd) Year

If, during the third (3rd) year of this Agreement the Index increases by more than five percent (5%) calculated on the basis of the difference between the Base Index figure for September 2012 and the index figure for each month up to and including September 2013, THEN an additional one percent (1%) increase in the Index over and above five percent (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which 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 37.6 - Cost of Living Allowance **Fold-in** :

- a) Effective October 1st, 2010, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 37.3 of the new Collective Agreements during each month up to and including September 2011 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.
- b) Effective October 1st, 2011, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 37.4 of the new Collective Agreements during each month up to and including September 2012 **will** be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.
- c) Effective October 1st, 2012, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 37.5 of the new Collective Agreements during each month up to and including September 2013 will be determined by calculating the sum of the rates during each such month and dividing this amount

by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.

ARTICLE 38 – GENERAL:

Section 38.1 - 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 38.2 - Time Clocks

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

Section 38.3 - Time Off to Vote

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

Section 38.4 - 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, husband, common-spouse/partner, step-child) 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 death, a leave of absence will be granted.

Section 38.5 - 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 38.6 - 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) day's 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 necessitate 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. The company to pay for all notes required by the company for doctors etc.

Section 38.7 - Invalidating Legislation

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

Section **38.8** - Lunch Rooms and Washrooms

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

Section **38.9** - Lockers

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

Section **38.10** - Company Meetings

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

If the employees are required to be in attendance for a meeting on Saturday or Sunday, the Company will pay a premium of four (4) hours at one and one half (1½) times the hourly rate of pay.

Section **38.11** - Pay information

The Company agrees to show on the employee's statement, the number of miles and the amount earned by miles, 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, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by pay day.

Section **38.12** - 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 **38.13** - Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing, and their pay will be mailed by registered mail to their last 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 **38.14** - 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 **38.15** - 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 **38.16** - Appendices

Appendices " A to "D" inclusive form part of this Agreement.

Section **38.17** - Receipts

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

Section **38.18** - 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** canceled due to circumstances which occurred before the date of the bonding, such cancellation will not be cause for discharge.

If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond.

Section **38.19 (a)** - Protective Equipment

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

Section **38.19 (b) (1)**

Shunters, dock-men, drivers and yard-men requested to work in the terminal yard or other shunt operations in inclement weather will be provided with protective rain wear, however, employees who have bid and regularly perform yard work will be provided with individual protective rain-wear.

Section **38.19 (b) (11)**

All employees will be provided with a minimum of five (5) pairs of work gloves per year.

Section **38.19 (c)**

Whenever employees are required by the Company or any Government agency or by any

Customer's requirement to wear safety shoes or boots, the Company will reimburse upon receiving a receipt, effective January 1, 2011, one hundred and ten dollars (\$110.00), effective January 1, 2012, one hundred and fifteen dollars (\$115.00), and effective January 1, 2013, one hundred and twenty dollars (\$120.00) respectively.

Such safety shoes or boots shall be a type and quality, the standard for which shall be set and adhered to by the Company. Where employees furnish medical evidence of inability to wear the standard safety shoes or boots, the Company agrees to contribute the equivalent cost of a pair of standard safety shoes or boots towards the cost of special footwear.

Section 38.19 (d)

Shunt-men shall be supplied with proper thermal coveralls once per year to be supplied by the Company

Section 38.20 - Mileages

Presently established mileages shall not be changed unless justified by either party and in all cases there shall be 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 established switch points. All other miles will be established through the use of the most recent version of "P. C. Miller" software.

Section 38.21 - 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:

Section 38.21 (a)

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

Section 38.21 (b)

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

Section 38.22 - Dock Plates

The Company shall supply and maintain proper safe dock plates.

Section 38.23 - Heat on the Dock

All new terminals which are opened after October 1, 1974, shall have heating systems capable of maintaining a dock temperature of forty-five (45) degrees Fahrenheit with the doors closed under normal winter conditions. It is agreed that any new Company terminals opened during the term of the Agreement which expired on September 30th, 1974 will be subject to the provisions contained therein.

Section 38.24 - Safety

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

The Company shall not require a person to lift, carry or move anything so heavy or in a manner as to be likely to endanger his safety or the safety of any other person.

Section 38.25

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

Section 38.26 (a) - Safety Committee

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

If the employees are required to be in attendance for a meeting on Saturday or Sunday, the Company will pay a premium of four (4) hours at one and one half (1½) times the hourly rate of pay.

Section 38.27 - Hand Holds and Steps

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

Section 38.28

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

ARTICLE 39 - MAINTENANCE OF STANDARDS:

Section 39.1 - Maintenance of Standards

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

ARTICLE 40 - TRANSFER OF OPERATIONAL RIGHTS:

Section 40.1 - Transfer of Operational Rights

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

- a) employees of the Company will not be laid off as a direct result of the aforementioned transfer or sale;

- b) the subsidiary of the Company to which the sale or transfer is made will recognize the appropriate Local Union(s) as the bargaining agent for employees and/or brokers of the subsidiary or new Company;
- c) the subsidiary or new Company and the appropriate Local Union(s) agree to be bound by the terms and conditions of the "Ontario 'C' Carriers Agreement".

ARTICLE 41 -- DURATION:

Section 41.1 -- Duration

The terms of the Agreement shall be from October 1, 2010 to September 30, 2013. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.


Section 41.2 - Negotiations for Renewal Agreement

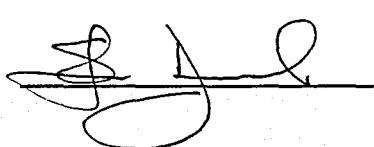
The parties agree that grievances, arbitration cases, court cases or litigation of any kind will not become the subject of negotiations for the renewal of this Collective Agreement, unless by mutual consent.

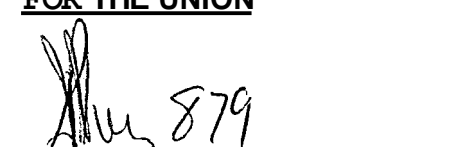
DATED at Mississauga this 2ND day of JUNE 2011.

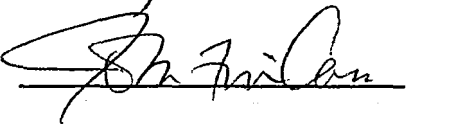
FOR THE COMPANY


FOR THE UNION

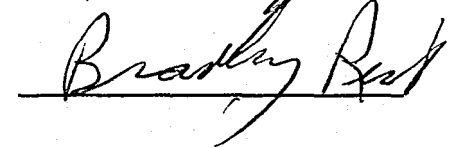












APPENDIX "A"

RATES OF PAY FOR FULL-TIME EMPLOYEES HIRED BY THE COMPANY FROM OCTOBER 3rd 2004:

New employees will be eligible for Health & Welfare benefit after 60 days of employment.

New employees will be eligible for Pension plan after one (1) year of employment

It is understood that, for all employees covered by this Appendix, all of the mentioned Articles have precedence over all other Articles of this Collective Agreement.

APPENDIX "B"

RATES OF PAY FOR FULL TIME EMPLOYEES

Highway Mileage Fiat Rate, as per Section 23.6 (a)

The Highway Mileage Flat Rate includes .03 cents per mile Expense Allowance.

Commencing January 1, 2011 .472 cents per mile
Commencing January 1, 2012 .482 cents per mile
Commencing January 1, 2013 .492 cents per mile

LCV Mileage Rate

Effective March 1, 2011 increase rate to .55 cents/mile
Effective March 1, 2012 increase rate to .56 cents/mile
Effective March 1, 2013 increase rate to .57 cents/mile

Flat Rate per Trailer Hauled, as per Section 23.6 (b)

Commencing January 1, 2011 \$ 12.40 per trailer
Commencing January 1, 2012 \$ 12.40 per trailer
Commencing January 1, 2013 \$ 12.40 per trailer

Overtime:

Commencing January 1, 2011 \$ 10.35 per hour
Commencing January 1, 2012 \$ 10.75 per hour
Commencing January 1, 2013 \$ 11.20 per hour

Students:

Three dollars (\$3.00) over Ontario legislated rate.

Shift Premium:

Twenty cents (.30) per hour from 7:00 P.M. to 3:00 A.M.

REGULAR HOURLY RATES

Regular hourly rates apply to all employees

Commencing January 1, 2011 – increase by 35 cents to \$20.15

Commencing January 1, 2012 – increase by 40 cents to \$20.55

Commencing January 1, 2013 – increase by 45 cents to \$20.90

EASTERN ONTARIO

Commencing January 1, 2011 – increase by 45 cents to \$19.45

Commencing January 1, 2012 – increase by 50 cents to \$19.95

Commencing January 1, 2013 – increase by 55 cents to \$20.50

APPENDIX "C"

RUI AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after one (1) year.

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 seven (7) calendar days 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.

New rules and regulations, point systems or any other system of discipline is a violation of this Collective Agreement.

Section 1 - Passengers

Section 1 (a)

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

Section 2 - Accidents

Section 2 (a)

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

Section 2 (b)

Suspension for the investigation of an accident shall not exceed five (5) days (Saturdays, Sundays and General Holidays excluded). Employees 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:

1 st offence:	1 day off
2 nd 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:

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

Section 3 (c)

Failure to properly tarp cargo and equipment:

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

Section 3 (d)

Failure to report mechanical defects in equipment, if known:

1 st offence:	1 day off
2 nd offence:	3 days off
Subsequent offences:	subject to dismissal

Section 3 (e)

Unauthorized use of Company motor vehicles:

1 st offence:	reprimand to 3 days off
2 nd 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:

1 st offence:	Subject to dismissal
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Section 4 (b)

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

1 st offence:	reprimand to one week off
2 nd offence:	subject to dismissal

Section 4 (c)

Theft or willful damage:

1 st offence:	subject to dismissal
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Section 4 (d)

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

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

Section 4 (e)

Deliberate disobedience of orders of authorized personnel:

1 st offence:	subject to dismissal
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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:

1 st offence:	subject to dismissal
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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:

1 st offence:	reprimand
2 nd offence:	1 day off
3 rd offence:	3 days off

4th offence: subject to dismissal

Section 7 - Attendance

Section 7 (a)

Absence from work without a reasonable explanation:

1 st offence:	reprimand
2 nd offence:	reprimand
3 rd offence:	3 days off
4 th 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:

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

Section 7 (c)

Reporting late for work without a reasonable explanation:

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



APPENDIX "D"

SPECIAL COMMODITIES DIVISION

Should a Special Commodities Division Agreement be subsequently negotiated with the Company, such Agreement shall be valid only provided it is mutually agreed to by all Locals concerned. Any special Commodity Division Agreement which entails crossing international boundaries will require the inclusion and mutual agreement of the Local Union or Unions having geographical jurisdiction at the Port of Entry affected.

Any individual Union/Company Agreement or Letters of Understanding will be renewed at the commencement of this Agreement and they, together with Red Circle items, will be maintained for the duration of the Agreement.


AGREEMENT #1

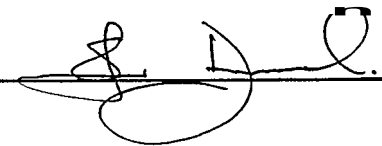
ADDITIONAL AGREEMENT

The Company and the union agrees to comply with all Federal and Provincial legislation that will have any effect on this Collective Agreement.

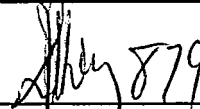
SIGNED AT Mississauga this 20th day of JUNE 2011.

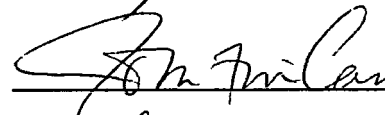
FOR THE COMPANY

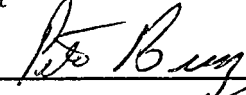


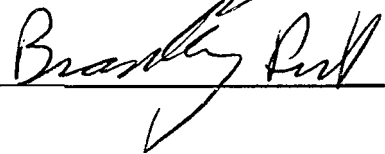


FOR THE UNION









LETTER OF UNDERSTANDING

Between:

Kingsway Inc. (the "Company")

And

Teamsters Local Union No. 91, 879 and 938 (the "Union")

The Union and the Company have agreed to Drivers that take **LCV** training will be paid at the rate that they would normally earn on their regular bid.

The Union and the Company have agreed that **LCV** Drivers will have assistance with hooking the units up for the road.

The Union and the Company have agreed that an **LCV** driver will be paid for two trailers each leg of the Kingston Switch $\$12.40 \times 2 = \24.80 .

The Union and the Company have agreed that a road closure that results in a detour, unable to enter city limits due to time restrictions, fog, snow, or icy conditions that cause the driver to pull over and stop the driver will be paid his regular rate of pay from the time the driver stopped until such time he is able to continue on.

SIGNED AT Mississauga this 2nd day of January 2011.

A For the Union

 For the Company

APPLICATION FOR WITHDRAWAL

APPLICATION FOR A WITHDRAWAL CARD MUST BE FILED WITH THE UNION OFFICE WITHIN 3 MONTHS BY THE MEMBER WHO HAS BEEN MID-OFF, TERMINATED, ON W.S.I.B. OFF WORK DUE TO ILLNESS OR PARENTAL LEAVE, ON AN AUTHORIZED LEAVE OF ABSENCE OR SHOULD YOU VOLUNTARILY LEAVE YOUR EMPLOYMENT. TO BE ELIGIBLE, YOU MUST HAVE YOUR UNION DUES PAID UP TO AND INCLUDING THE MONTH IN WHICH YOU REQUEST THE WITHDRAWAL CARD. UPON YOUR RETURN TO WORK, YOU ARE REQUIRED TO CONTACT YOUR LOCAL UNION OFFICE AND ADVISE THEM OF YOUR RETURN TO WORK DATE. THIS IS THE SOLE RESPONSIBILITY OF THE MEMBER. **PLEASE PRINT CLEARLY.**

NAME **SOCIAL INSURANCE NUMBER**

ADDRESS

CITY

POSTAL CODE

PHONE NUMBER

DATE OF LAST DAY WORKED

DATE OF APPLICATION

EMPLOYER

REASON FOR REQUESTING WITHDRAWAL

**IMPORTANT: ALL REQUESTED INFORMATION MUST BE PROPERLY FILLED IN
OR THE APPLICATION WILL NOT BE HONOURED.**

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