

*

COLLECTIVE AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

TEAMSTERS LOCAL UNION NO. 879

Affiliated with the International Brotherhood of Teamsters

and

TEAMSTERS LOCAL UNION NO. 938

RECEIVED
JAN 31 2006

EXPIRY DATE: September 30, 2009

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NEGOTIATING COMMITTEE

LOCAL 879

WAYNE L. GIBSON
Chairperson

DANNY MURRAY
TED KROFT
ROB LEMAIRE

LOCAL 938

ROBERT McAULAY
ELLIS (AL) PARKER
MIKE LYNCH

**HUTTON
TRANSPORT**

DICK MILLS
Chairperson

BOB PRIEUR
CLIFF WILSON
DAVE COLEMAN
RALPH SHEPLEY

MAKE SURE:

1. **You** attend your Union Meetings.
2. Help new employees become acquainted with the Agreement.

If you leave the Company don't forget to get a withdrawal card, so that you will be accepted in any Teamster Local in Canada or the United States.

It is the responsibility of each member to **keep** his current address on file at the Local Union Office.

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE AND RECOGNITION	1
Section 1.1 - Union Recognition	1
Section 1.2 - Scope of Bargaining Unit	1
Section 1.3 - Date of Application	1
Section 1.4 - Intent and Purpose	1
Section 1.5 - Section Heading	1
ARTICLE 2 - UNION SECURITY	1
Section 2.1 - Maintenance of Membership	1
Section 2.2 - Union Dues Authorization	1
Section 2.3 - Initiation Fee Deductions	1
Section 2.4 - Monthly Deduction of Union Dues	2
Section 2.5 - Deduction of Arrears Items	2
Section 2.6 - Checkoff Lists	2
Section 2.7 - Forms to be Signed by New Employees	2
Section 2.8 - Scope of Union Dues Deductions	2
Section 2.9 - Submission of Checkoff	3
Section 2.10 - T4 Slips	3
Section 2.11	3
ARTICLE 3 - MANAGEMENT FUNCTIONS	3
Section 3.1 - Management Functions	3
Section 3.2 - Right of Employees	3
ARTICLE 4 - RIGHT OF ACCESS FOR UNION REPRESENTATIVES	3
Section 4.1	3
ARTICLE 5 - STEWARDS	3
Section 5.1 - Right of Union to Appoint Stewards	3
Section 5.2 - Pay for Processing Grievances During Working Hours	4
Section 5.3 - Steward's Duties	4
Section 5.4 - Names and Changes of Steward	4
Section 5.5 - Suspension or Discharge of a Steward	4
Section 5.6 - Steward's Seniority for Work	4
Section 5.7 - Trip Sheets and Time Cards	4
ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION	4
Section 6.1 - What Constitutes a Grievance	5
Section 6.2 - Grievance Procedure	5
(a) Step 1 - Branch Manager or Designate	5
(b) Step 2 - General Manager or Designate	5
(c) Step 3	5
(d) Ontario Provincial Grievance Panel	5
(e) Dates for the Ontario Provincial Grievance Panel	6
Section 6.3 - Procedure for Union or Company Grievance	6
Section 6.4 - Discharge and Suspension Grievances	6
Section 6.5 - Procedure for Arbitration	6
Section 6.6 - Extension of Time Limits	7
Section 6.7 - Powers of Board of Arbitration	7
Section 6.8 - Expenses of Board Members	7
Section 6.9 - Responsibility for Payment	7

TABLE OF CONTENTS

Section 6.10 - Payment of Settled Monetary Grievance	7
Section 6.11 - Right of Employee to be Accompanied by a Union Official	7
Section 6.12 - Right of Union when Grievances Are Settled or Withdrawn	8
ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES	8
Section 7.1 - Strikes and Lockouts	8
Section 7.2 - Picket Lines	8
Section 7.3	8
Section 7.4	8
Section 7.5	8
ARTICLE 8 - SENIORITY	8
Section 8.1 - Terminal Seniority	8
Section 8.2 - Purpose of Seniority	8
Section 8.3	8
(a) Lay-offs	9
(b) Test to Determine Qualifications	9
(c) Definition and Regulations for Layoff	9
(d) Temporary Nature of Layoff	9
(e) Continued Loss of Work	9
(f) Retention of Terminal Seniority During Layoff	9
Section 8.4 - Posting of Seniority List	9
Section 8.5 - Probationary Periods	9
Section 8.6 - Retention of Seniority After Promotion	10
Section 8.7 - Reasons for Termination of Employment	10
Section 8.8 - Leave of Absence Provision	10
Section 8.9 - Provisions for Retention of Employee's Seniority During Sickness or Injury	10
Section 8.10 - Political Office	11
ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL, GARAGE OR OPERATION AND ESTABLISHMENT OF NEW TERMINAL OR GARAGE	11
Section 9.1 - Complete Closure	11
Section 9.2 - Procedure for Partial Closure	11
Section 9.3 - Retention of Seniority Because of Closure	12
Section 9.4 - Right of Company to Allocate Work to Employees Moving	12
Section 9.5 - Dovetailing of Seniority for Employees Moving	12
Section 9.6 - New Terminal or Operation	12
ARTICLE 10 - MERGERS	12
Section 10.1 Mergers	12
Section 10.2	12
Section 10.3	13
ARTICLE 11 - LEAVE OF ABSENCE FROM WORK WITH THE TEAMSTERS UNION	13
Section 11.1 - Leave of Absence for Employees to Work with the Teamsters Union	13

TABLE OF CONTENTS

ARTICLE 12 -EQUIPMENT	13
Section 12.1	13
(a) Vehicle Safety	13
(b) Duty of Employees to Report Defects	13
(c) Duty of Company to Maintain Vehicles in a Safe Condition	13
(d) Responsibility of Company to Maintain Vehicles	13
(e) Right of Company to Determine Condition	14
(f) Right of Employees to Refuse Unsafe Equipment	14
Section 12.2 - Responsibility of Drivers for Damage While Pushing or Towing a Vehicle	14
Section 12.3 - Equipment on Power Units	14
Section 12.4 - Speedometers	14
Section 12.5 - Bad Order Forms	14
Section 12.6 - Operation of Vehicles in Excess of Legal Load Limits	14
Section 12.7 - Braking Systems	14
ARTICLE 13 - MEDICAL EXAMINATIONS	15
Section 13.1 - Provisions for Medicals	15
Section 13.2	15
(a) Payment for Medicals Taken During Working Hours	15
(b) Payment for Medicals Taken After Working Hours	15
(c) Report of Medicals	15
(d) Medicals on Saturday	15
(e) Away from Home Medicals	15
(f) Medical Requirements for Drivers	16
Section 13.3 - Drug Testing	16
ARTICLE 14 - COVERALLS AND UNIFORMS	16
Section 14.1 - Uniforms as a Condition of Employment	16
Section 14.2 - Pooling Arrangements for Uniforms	16
Section 14.3 - Coveralls	16
ARTICLE 15 - EXTRA CONTRACT AGREEMENTS	16
Section 15.1 - Extra Contract Agreements	16
ARTICLE 16 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK	16
Section 16.1 - Establishment of Rates for New Types of Equipment or New Categories of Work	17
Section 16.2 - Protection of Earnings Through Introduction of Double Driver or Sleeper Cab Operations	17
ARTICLE 17 - BULLETIN BOARDS	17
Section 17.1 - Bulletin Boards	17
ARTICLE 18 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT	17
Section 18.1 - Loss or Damage to Cargo or Equipment	17

TABLE OF CONTENTS

ARTICLE 19 - GENERAL HOLIDAYS	17
Section 19.1 - General Holidays	17
Section 19.2 - Alternate Day	18
Section 19.3 - Pay for General Holidays	18
Section 19.4 - General Holidays for Day Shift Employees	18
Section 19.5 - General Holidays for Night Shift Employees	18
Section 19.6 - General Holidays During Annual Vacation	19
Section 19.7 - Dispatches on Christmas and New Year's Eve	19
 ARTICLE 20 - VACATIONS WITH PAY	 19
Section 20.1 - Vacation Pay for Employees with Less Than One Year's Employment	19
Section 20.2 - Vacation for Employees with One (1) Year Employment	19
Section 20.3 - Vacation for Employees with Five (5) Years Employment	19
Section 20.4 - Vacation for Employees with Ten (10) Years Employment	19
Section 20.5 - Vacation for Employees with Eighteen (18) Years Employment	19
Section 20.6 - Vacation for Employees with Twenty-five (25) Years Employment	20
Section 20.7 - Amount of Vacation Pay	20
Section 20.8 - Vacation Pay for Employees Terminating Employment	20
Section 20.9 - Vacation Pay for Regular Employees On Short Time	20
Section 20.10 - Vacation Periods and Qualifications	20
Section 20.11 - Separate Cheque for Vacation Pay	21
Section 20.12 - Payment of Vacation Pay While on Layoff	21
 ARTICLE 21 - ALLOCATION OF WORK AND HOURS OF WORK, CITY DRIVING DEPARTMENT AND DOCK DEPARTMENT	 21
Section 21.1 - Allocation of Work	21
Section 21.2	21
(a) Special Operations or Bid Runs Within the City Department	21
(b) Bidding on Starting Times and/or Shifts	22
(c)	22
(d) Preference for First Five (5) Days	22
(e) Extra Highway Trips	22
(f) Overtime Pay	22
(g) Regular Shifts	23
(h) Lunch Hour	23
Section 21.3	23
(a) Normal Work Day	23
(b) Call-In Guarantee	23
(c) Call Back Guarantee	23
(d) Allocation of Saturday Work	24
(e)	24

TABLE OF CONTENTS

ARTICLE 22 - ALLOCATION AND HOURS OF WORK - HIGHWAY OPERATIONS ..	24
Section 22.1 - Highway Definitions	24
(a) Highway Bid Run Drivers	24
(b) Regular Highway Drivers	24
(c) Bid Run Operations	24
Section 22.2 - Bid Run Rules	24
Section 22.3 - Regular Highway Dispatch	25
(a)	25
(b)	25
(c)	25
(d)	25
(e)	25
(f)	25
(g) Overtime Pay	25
(h) Mileage Limitations	26
(i) Sixth (6th) Shift Operations	26
(j) City Pick-up & Delivery Operations	26
(k) Sunday Dispatch	26
(l) Call-In Guarantee	27
(m)	27
(n) Turnaround Runs	27
(o) Deadheading	27
(p) Preparation of Equipment	27
(q) Slip Seat Operations	27
(r) Time Payment	27
(s) Delays Due to Snow and/or Ice Conditions	28
(t) Accommodations	28
(u)	28
(v) Meal Allowance	29
(w) Transportation in Cases of Discharge or Suspension	29
(x) Transfer	29
(y)	29
Section 22.4 - Foreign Terminal Dispatch	29
(a) Layover	29
(b) Reporting for Work	29
(c) Hold Over Pay	29
(d) Sunday, General Holiday Meal Allowance	29
(e) Dispatch Rules	30
(f)	30
(g)	30
(h)	30
Section 22.5 - Rules and Regulations for Highway Operations	30
ARTICLE 23 - ALLOCATION OF WORK AND HOURS OF WORK	
- MAINTENANCE DEPARTMENT	30
Section 23.1 - Preference for First Five Days	30
Section 23.2 - Start of Work Week	30
Section 23.3	30
Section 23.4	31
(a) Overtime Pay	31

TABLE OF CONTENTS

(b) Allocation of Overtime Work	31
(c) Call-In Guarantee	31
(d) Call-Back Guarantee	31
(e) Overtime in a Week in Which a General Holiday Occurs	31
(f) Allocation of Saturday Work and Rates of Pay	31
(g) Outside Work	31
(h)	32
ARTICLE 24 - ANNUAL JOB/SHIFTS BIDS	32
Section 24.1	32
Section 24.2	32
Section 24.3	32
Section 24.4	32
Section 24.5	32
Section 24.6 - Loss of Licence	32
ARTICLE 25 - JOB OPENINGS - DRIVING DEPARTMENT	33
Section 25.1 - Equipment Openings	33
Section 25.2 - Job Openings	33
Section 25.3 - Seniority	33
ARTICLE 26 - JOB OPENINGS - MAINTENANCE DEPARTMENT	33
Section 26.1 - Job Openings	33
Section 26.2 - Bidding on Starting Times and/or Shifts	33
ARTICLE 27 - SUPERVISORS	34
Section 27.1 - Supervisory Personnel	34
Section 27.2 - Lead Hands and Rate of Pay - Drivers	34
Section 27.3 - Lead Hands and Rate of Pay - Maintenance	34
Section 27.4 - Notice of Appointment	34
ARTICLE 28 - PAY PERIOD	35
Section 28.1 - Pay Period Interval	35
Section 28.2 - Issuance of Pay Cheques Prior to Saturday or General Holidays	35
Section 28.3 - Shortages	35
ARTICLE 29 - HIRED CITY EQUIPMENT	35
Section 29.1 - Definition	35
Section 29.2 - Rules	35
ARTICLE 30 - BROKER OPERATIONS	36
Section 30.1 - Definition	36
Section 30.2 - Rules for Use of Brokers	36
Section 30.3	36
Section 30.4	36
Section 30.5	37
Section 30.6	37
Section 30.7	37
Section 30.8	37
Section 30.9 - Individual Rules	37

TABLE OF CONTENTS

Section 30.10	38
ARTICLE 31 - HEALTH & WELFARE	38
Section 31.1 - O.H.I.P.	38
Section 31.2 - Health & Welfare	38
Section 31.3	38
ARTICLE 32 - PENSIONS	38
Section 32.1 - Contributions and Administration	39
Section 32.2 - Powers of Trustees	39
Section 32.3 - Arbitration	39
Section 32.4 - Canada Pension Plan	39
Section 32.5	39
Section 32.6 - RRSP Contribution	39
ARTICLE 33 - CREDIT UNIONS	40
Section 33.1 - Deductions for Recognized Credit Unions	40
Section 33.2 - Procedure for Employees Belonging to Two Credit Unions	40
Section 33.3 - Former Practices	40
ARTICLE 34 - COST OF LIVING ALLOWANCE	40
Section 34.1 - Scope	40
Section 34.2 - Index	40
Section 34.3 - First (1st) Year	41
Section 34.4 - Second (2nd) Year	41
Section 34.5 - Third (3rd) Year	41
Section 34.6 - Fourth (4th) Year	41
Section 34.7 - Fifth (5th) Year	42
Section 34.8 - Sixth (6th) Year	42
ARTICLE 35 - CLASSIFICATION OF MAINTENANCE PERSONNEL	42
Section 35.1 - Classification of Maintenance Personnel	42
Section 35.2 - Unskilled Work	42
Section 35.3 - Semi-Skilled Work	42
Section 35.4 - Skilled Work No. 2	43
Section 35.5 - Skilled No. 1	43
ARTICLE 36 - MAINTENANCE OF STANDARDS	43
Section 36.1 - Maintenance of Standards	43
ARTICLE 37 - TRANSFER OF OPERATIONAL RIGHTS	43
Section 37.1 - Transfer of Operational Rights	44
ARTICLE 38 - STUDENTS	44
Section 38.1 - Students During Summer Months	44
ARTICLE 39 - PIGGY-BACK OPERATIONS	44
Section 39.1	44
Section 39.2	44

TABLE OF CONTENTS

ARTICLE 40 - APPRENTICES	45
Section 40.1	45
ARTICLE 41 - SHOP CONDITIONS	45
Section 41.1 - Exhaust Systems	45
Section 41.2 - Safety	45
ARTICLE 42 - TOOLS	45
Section 42.1 - Tools	45
Section 42.2 - Metric Tools	45
Section 42.3 - Tool Replacement Program	45
ARTICLE 43 - GENERAL	46
Section 43.1 - Moving Allowance	46
Section 43.2 - Time Off to Vote	46
Section 43.3 - Bereavement Pay	46
Section 43.4 - Jury Duty Pay	46
Section 43.5 - Personal Injuries	46
Section 43.6 - Invalidating Legislation	46
Section 43.7 - Lunch Rooms and Washrooms	47
Section 43.8 - Lockers	47
Section 43.9 - Company Meetings	47
Section 43.10 - Pay Information	47
Section 43.11 - Pay for Training	47
Section 43.12 - Confirmation of Discharge	47
Section 43.13 - Plug-In Outlets	47
Section 43.14 - Parking Facilities	48
Section 43.15 - Noise Pollution	48
Section 43.16 - Appendices	48
Section 43.17 - Receipts	48
Section 43.18 - Bonding	48
Section 43.19 - Protective Equipment	48
Section 43.20 - Mileages	49
Section 43.21 - Application of Mileage and Hourly Rates	49
Section 43.22 - Border Appendices	49
Section 43.23 - Safety	49
Section 43.24 - Safety Committee	50
Section 43.25 - Hand Holds and Steps	50
Section 43.26	50
Section 43.27	50
Section 43.28 - Washing Facilities and Supplies	50
Section 43.29 - Rain Wear	50
Section 43.30 - Meal Allowance for Road Calls	50
Section 43.31 - Coffee Breaks	50
Section 43.32 - Openings on Dynamometers	50
Section 43.33 - Hazardous Material	51
Section 43.34 - Meal Period - Maintenance	51
Section 43.35 - Work Outside Job Classification	51
Section 43.36 - Wiping Cloths	51

10

TABLE OF CONTENTS

ARTICLE 44 - DURATION	52
Section 44.1	52
Section 44.2 - Negotiations for Renewal Agreement	52
APPENDIX "A" - RATES OF PAY	52
DRIVERS	53
(a) Regular Hourly Rates of Pay	53
(b) Mileage Rates	53
MAINTENANCEEMPLOYEES	55
(a) Skilled Classification No. 1	55
(b) Skilled Classification No. 2	55
(c) Semi-Skilled Classification	55
(d) Unskilled Classification	56
Probationary Rates Of Pay	56
APPENDIX "B" - RULES AND REGULATIONS	58
Section 1 - Passengers	58
Section 2 - Accidents	58
Section 3 - Equipment	58
Section 4 - Conduct and Behaviour	59
Section 5 - Reports	60
Section 6 - Driving Behaviour	60
Section 7 - Attendance	60
Section 8	61
APPENDIX "C" - INTERNATIONAL TRAFFIC	62
LETTER OF UNDERSTANDING #1	63
LETTER OF UNDERSTANDING #2	64
LETTER OF UNDERSTANDING #3	65
LETTER OF UNDERSTANDING #4	66
LETTER OF UNDERSTANDING #5	67
LETTER OF UNDERSTANDING #6	68

ARTICLE 1 - PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

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

Section 1.2 - Scope of Bargaining Unit

The term "employee" shall mean all employees save and except foreman, office staff, stock room partsmen, security guards and office janitors. Stock room partsmen presently in the bargaining unit will remain in the bargaining unit.

Section 1.3 - Date of Application

It is further agreed that the effective date of this Collective Agreement shall be October 1, 2003 and that the term shall be from this date to September 30, 2009.

Section 1.4 - 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.

Section 1.5 - Section Heading

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

ARTICLE 2 - UNION SECURITY

Section 2.1 - Maintenance of Membership

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

Section 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

Section 2.3 - Initiation Fee Deductions

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

Section 2.4 - Monthly Deduction of Union Dues

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

Section 2.5 - Deduction of Arrears Items

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

Section 2.6 - Checkoff Lists

The Union checkoff form may be:

- i) a Union provided form,
- ii) a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation" and "Re-Initiation Fees".

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

Section 2.7 - Forms to be Signed by New Employees

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

Section 2.8 - Scope of Union Dues Deductions

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

Section 2.9 - Submission of Checkoff

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

Section 2.10 - T4 Slips

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

Section 2.11

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

ARTICLE 3 - MANAGEMENT FUNCTIONS

Section 3.1 - Management Functions

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

Section 3.2 - Right of Employees

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

ARTICLE 4 - RIGHT OF ACCESS FOR UNION REPRESENTATIVES

Section 4.1

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

ARTICLE 5 - STEWARDS

Section 5.1 - 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 one (1) steward for the maintenance department and if operations are such **as** cannot be covered by these Stewards, additional Stewards may be appointed.

Section 5.2 - Pay for Processing Grievances During Working Hours

- (a) 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.
- (b) If the company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- (c) The provisions as outlined in Section 5.2 (b) are not subject to daily call-in guarantee as outlined in Section 22.3 (L) or the overtime provisions as outlined in Section 22.3 (g). In no case shall payment to the Steward for time used in processing a grievance be extended beyond Step 2 of the Grievance Procedure as outlined in Section 6.2 (b).

Section 5.3 - Steward's Duties

Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Section 6.2 (b).

Section 5.4 - Names and Changes of Steward

The Union will inform the Company in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

Section 5.5 - Suspension or Discharge of a Steward

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

Section 5.6 - Steward's Seniority for Work

For the purpose of layoff and the day to day allocation of work within the department, the Steward shall enjoy his own seniority or that of the last man called in (excluding the senior man). In a department where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

Section 5.7 - Log Sheets and Time Cards

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

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 - What Constitutes a Grievance

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

Section 6.2 - Grievance Procedure

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

(a) Step 1 - Branch Manager or Designate

By a conference between the aggrieved employee and the Branch Manager or **his** designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Pension, or the monies accruing from the Cost of Living Allowance, where such premiums, contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of Article 8. The grievor shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

(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.

(c) Step 3

Should the parties fail to reach satisfactory settlement in the preceding steps, the grieving party must, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Section 6.2 (d) or Section 6.5.

(d) 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, be brought to the attention of an Ontario Provincial Grievance Panel, established for this purpose by the Company and the Local Union(s). 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 Union(s); in the event four (4) persons are not available, the Ontario Grievance Panel shall be comprised of two (2)

persons, one (1) of whom shall be selected from management and one (1) from the Local Union(s).

It is further agreed that the Company and the Local Union(s) shall name only experienced representatives who are engaged in the day-to-day administration of Agreements 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 of the Ontario Provincial Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to arbitration as outlined in Article 6.

(e) Dates for the Ontario Provincial Grievance Panel

The coordinator of the Panel will arrange with the Company and the Union(s), a mutually satisfactory date for hearings when a sufficient number of cases constitute a full docket. If in the view of the parties, a special hearing is required to address a case(s) even though a full docket has not been reached, the coordinator of the Panel will arrange a special hearing.

Section 6.3 - Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Section 6.2 (c).

Section 6.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspensions shall be registered in writing within seventy two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 6.2 (b).

Section 6.5 - Procedure for Arbitration

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

- (a) an employee grievance within 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 6.2 (b);
- (b) a Company grievance within fourteen (14) calendar days after the meeting with the Union representative;
- (c) a Union grievance within fourteen (14) calendar days after the meeting with the Company's representative.
- (d) Unless otherwise agreed in accordance with Section 6.5 (e), a notice of intent to arbitrate under the foregoing provisions shall contain the name of the aggrieved party's nominee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of

intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairperson shall be appointed by the respective nominees. Should either party fail to name their nominee within the required seven (7) calendar days or should the nominees fail to select a Chairperson within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Provincial or Federal Minister of Labour to make the appropriate appointment.

- (e) Within seven (7) calendar days of receipt of the notice of intent to arbitrate under Section 6.5 the parties may mutually agree in writing to arbitration by a one person Board of Arbitration. Should the parties fail to appoint a one person Board of Arbitration within thirty (30) calendar days from the date of written mutual agreement, either party shall request the Minister of Labour to make the appropriate appointment.

Section 6.6 - 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 6.7 - Powers of Board of Arbitration

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

Section 6.8 - Expenses of Board Members

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

Section 6.9 - 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 6.10 - Payment of Settled Monetary Grievance

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

Section 6.11 - Right of Employee to be Accompanied by a Union Official

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

Section 6.12 - Right of Union when Grievances Are Settled or Withdrawn

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

ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES

Section 7.1 - Strikes and Lockouts

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

Section 7.2 - Picket Lines

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

Section 7.3

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

Section 7.4

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

Section 7.5

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

ARTICLE 8 - SENIORITY

Section 8.1 - Terminal Seniority

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

Section 8.2 - Purpose of Seniority

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

Section 8.3

(a) Lay-Offs

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.

(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.

(c) Definition and Regulations for Layoff

A layoff for an employee shall be considered as two (2) consecutive days of no work within his department at which time the employee will be notified if there are junior men working in another department and the employee may exercise his seniority and move into whatever department his seniority entitles him to and, after seven (7) days, he must exercise his seniority.

(d) Temporary Nature of Layoff

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

Any employee who exercises his seniority as provided for in Section 8.2 (c), who subsequently returns to his original department may, during the remaining term of the annual job bid, be permitted to exercise his seniority after any further period of one (1) day of no work.

(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).

(f) Retention of Terminal Seniority During Layoff

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

Section 8.4 - Posting of Seniority List

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

Section 8.5 - Probationary Periods

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 8.6 - 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 8.7 - Reasons for Termination of Employment

An employee's employment shall be terminated for any of the following reasons:

- (a) if an employee voluntarily quits;
- (b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee has been laid off and not employed elsewhere and has refused to return to **work** within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company **will notify** the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- (d) if he takes employment other than that declared and agreed upon when applying for a leave of absence;
- (e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (f) if any employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.

Section 8.8 - Leave of Absence Provision

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

Section 8.9 - Provisions for Retention of Employee's Seniority During Sickness or Injury

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

Section 8.10 - 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 fulfil his elected duties.

ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL, GARAGE OR OPERATION AND ESTABLISHMENT OF NEW TERMINAL OR GARAGE

Section 9.1 - Complete Closure

In the event of a complete closure of a terminal or garage or other place of business where separate seniority is maintained and where the work is moved to another terminal(s) or garage(s) under the jurisdiction of the Signatories to this Agreement, the Company **will** give the Union **sixty (60)** days written notice of such closure. During this **sixty (60)** day period, the **Company will** meet with the affected Unions to outline the reasons for the closure.

Where a closure is effected in accordance with the above, the affected employees may bid according to their seniority and qualification to move to the terminal or garage to which the work is being moved. Any employee who is laid off **as** a result of the complete closure, will be given **sixty (60)** days notice of such layoff or pay in lieu thereof.

Section 9.2 - Procedure for Partial Closure

In the event of a partial closure of a terminal's highway, city or dock operations or garage as a result of the work being moved to another terminal(s) or garage(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 or garage from which the work is moved;
- (b) failing agreement under Section 9.2 (a), employees affected in the department shall have an opportunity of moving with the work or exercising their seniority within their own terminal or garage. If any of these employees elect to exercise their seniority and bump into other work within their own terminal or garage and as a result anyone in that terminal or garage is subject to layoff then, if work is available in the terminal or garage to which the work is being moved, the available vacancies shall be posted for bid and such vacancies shall **only** be opened to those qualified employees subject to layoff;
- (c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- (d) any employee who is laid off as a result of the partial closure will be given **thirty (30)** days notice of such layoff or pay in lieu thereof;

- (e) any dispute arising under the above sections shall be immediately referred to Arbitration as outlined in Article 6.

Section 9.3 - Retention of Seniority Because of Clos

Personnel moving under the conditions of Sections 9.1 or 9.2 will retain their seniority at the terminal or garage from which they have moved and in the event the work is moved back to the original terminal or garage within twelve (12) months from the date of their original move, must return to their original terminal or garage. If such work is moved back to the original terminal or garage 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 or garage.

Section 9.4 - Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Section 9.1 or 9.2 for a period of three (3) months from the date of the move or until the date of the next Annual Job Bid whichever comes first.

Section 9.5 - Dovetailing of Seniority for Employees Moving

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

Section 9.6 - New Terminal or Operation

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

ARTICLE 10 - MERGERS

Section 10.1 Mergers

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

Section 10.2

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 8, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article **his** original seniority will be dovetailed with the seniority of the active employees.

Section 10.3

In the event that the preceding Sections in the opinion of either Party shall fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by agreement between the successor Company **and** the Local Union(s) concerned. If mutual agreement is not reached the conditions outlined in Sections 10.1 and 10.2 will apply.

ARTICLE 11 - LEAVE OF ABSENCE FROM WORK WITH THE TEAMSTERS UNION

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

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

ARTICLE 12 - EQUIPMENT

Section 12.1

(a) Vehicle Safety

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

(b) Duty of Employees to Report Defects

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

(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.

(d) Responsibility of Company to Maintain Vehicles

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

(e) Right of Company to Determine Condition

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

(f) Right of Employees 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 12.2 - Responsibility of Drivers for Damage
While Pushing or Towing a Vehicle**

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

Section 12.3 - Equipment on Power Units

- (a) It is agreed between the Union and the Company having regard for the safety and the driver's health factor, that all power units will have adequate heaters, windshield wipers and washers, and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alterations to retain adequate heat. Windshield wipers are to be kept in proper working order at all times and cabs are to be weatherproof. All equipment shall be equipped with west coast mirrors.
- (b) *All* new city and highway tractors will have handbraking control valves installed at time of delivery.

Section 12.4 - Speedometers

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

Section 12.5 - Bad Order Forms

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

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

Section 12.6 - Operation of Vehicles in Excess of Legal Load Limits

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

Section 12.7 - Braking Systems

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

ARTICLE 13 - MEDICAL EXAMINATIONS

Section 13.1 - Provisions for Medicals

Any medical examination required by the Company and/or Federal Legislation or any medical examination required by Provincial Legislation for the purpose of maintaining a driver's licence shall be promptly complied with by **all** employees provided, however that the Employer shall pay for all such examinations at the following rates, to a maximum of the following rates:

Effective October 1, 2003 - \$90.00
 October 1, 2004 - \$93.00
 October 1, 2005 - \$96.00
 October 1, 2006 - \$99.00
 October 1, 2007 - \$102.00
 October 1, 2008 - \$105.00

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

Section 13.2

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

(a) Payment for Medicals Taken During Working Hours

If any employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and one (1) day's notice will be given the employee.

(b) Payment for Medicals Taken After Working Hours

If a medical examination is requested by the company and is taken after working hours, the employee shall be paid Ten dollars (\$10.00) and shall in such cases receive at least three (3) days notice prior to the appointment with the doctor.

(c) Report of Medicals

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

(d) Medicals on Saturday

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

(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.

(f) Medical Requirements for Drivers

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

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

Section 13.3 - Drug Testing

The Company agrees to pay fifteen dollars and fifty cents (\$15.50) per test during shift (unpaid time) and twenty dollars (\$20.00) per test if required to go before or after shift.

ARTICLE 14 - COVERALLS AND UNIFORMS

Section 1 - Uniforms as a Condition of Employment

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

Section 14.2 - 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.

Section 14.3 - Coveralls

The Company shall supply and maintain adequate coveralls for maintenance employees as needed, minimum three (3) changes per week. The Company will stock a supply of spare coveralls for the use of newly hired personnel and to cover replacements in the case of oil spills, etc.

ARTICLE 15 - EXTRA CONTRACT AGREEMENTS

Section 15.1 - Extra Contract Agreements

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

ARTICLE 16 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

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

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

**Section 16.2 - Protection of Earnings Through Introduction
of Double Driver or Sleeper Cab Operations**

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

ARTICLE 17 - BULLETIN BOARDS

Section 17.1 - 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 18 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT

Section 18.1 - 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 19 - GENERAL HOLIDAYS

Section 19.1 - General Holidays

The following General Holidays will be observed:

New Years Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day

Thanksgiving Day
Day Before Christmas
Christmas Day
Boxing Day
New Year's Eve

Section 19.2 - Alternate Day

The day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, the employees shall be paid the General Holiday pay in accordance with the conditions outlined on the following page.

Section 19.3 - Pay for General Holidays

Maintenance employees shall be paid eight (8) hours pay at their regular hourly rate of pay and drivers shall be paid ten (10) hours pay at their regular hourly rate of pay for the aforementioned holidays providing;

- (a) they have been in the employ of the Company ninety (90) calendar days;
- (b) they have not been laid off for a period longer than fifteen (15) calendar days prior to the general holiday;
- (c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the general holiday;
- (d) senior employees shall be given the first opportunity to work on General Holidays, however, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

Section 19.4 - General Holidays for Day Shift Employees

A General Holiday shall be deemed to span the period between 12:01 a.m. to 12:00 midnight on the day of such holiday. Any hours worked in that period will be paid at time and one-half (1 ½) in addition to the Holiday pay.

Section 19.5 - General Holidays for Night Shift Employees

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

A General Holiday shall be deemed to span the period 12:01 a.m. to 12:00 midnight on the day of such holiday. Any hours worked in that period will be paid at time and one half (1 ½) in addition to the Holiday pay.

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

Section 19.6 - General Holidays During Annual Vacation

Any statutory holiday falling within an employee's vacation period will be paid either with his vacation pay or upon returning to work. If requested, **an** extra day off, without pay, will be granted at a time mutually agreed upon.

Section 19.7 - Dispatches on Christmas and New Year's Eve

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

ARTICLE 20 - VACATIONS WITH PAY

Section 20.1 - Vacation Pay for Employees with Less Than One Year's Employment

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

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

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

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

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

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

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

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

Employees who have completed eighteen (18) years of employment by November 30th in any year shall receive five (5) weeks vacation with pay; however, if **an** employee has not completed **his**

eighteen (18) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

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

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

Section 20.7 - Amount of Vacation Pay

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

Section 20.8 - Vacation Pay for Employees Terminating Employment

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

Section 20.9 - Vacation Pay for Regular Employees On Short Time

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

Section 20.10 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so. It shall not be mandatory, however, for employees to take their vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation, The final vacation schedule shall be posted by the Company no later than April 1st of each year.

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

- (a) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation period.

- (b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- (c) Vacation pay and General Holiday pay will be considered as earnings.
- (d) Employees while on vacation cannot be called into work.
- (e) All new employees hired after November 3, 1990, shall receive annual vacations as follows:
 - 1) two (2) weeks annual vacation after one (1) year of employment.
 - 2) three (3) weeks annual vacation after *sixty* (60) months worked.
 - 3) four (4) weeks annual vacation after one hundred twenty (120) months worked.

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

Section 20.11 - Separate Direct Deposit for Vacation Pay

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

Section 20.12 - Payment of Vacation Pay While on Layoff

Any employee who is on layoff must request his vacation pay no later than January 15 of the following year in which the vacation entitlement was earned, shall receive his accumulated vacation pay no sooner than January 31st.

**ARTICLE 21 - ALLOCATION OF WORK AND HOURS OF WORK,
CITY DRIVING DEPARTMENT AND DOCK DEPARTMENT**

CURRENTLY NOT APPLICABLE - SEE LETTER OF UNDERSTANDING # 4

Section 21.1 - Allocation of Work

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

Section 21.2

(a) 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.

(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.

(c) 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.

(d) Preference for First Five (5) Days

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

- 1) the work week may commence on Sunday;
- 2) all work performed after 8:00 a.m. Saturday and prior to 8:00 p.m. on Sunday shall be paid at one and one-half (1 ½) times the regular rate of pay.

(e) Extra Highway Trips

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

- 1) to the senior available driver on duty; however, no such driver will be considered available for highway trips which would entail a complete shift totalling over ten (10) hours;
- 2) where a city driver has commenced his work day in the city and is assigned an extra highway trip from which he returns within his normal working day, he may elect to go home providing he has earned the equivalent of eight (8) hours pay. If he continues to work he will be paid time and one-half (1 ½) the regular hourly rate of pay after he has completed a total of ten (10) hours on duty;
- 3) where no one is available under paragraph 1) or in the event additional personnel are required, off duty drivers shall be called in order of seniority;
- 4) no city driver who has completed eight (8) hours on duty and has been released from duty shall be eligible for extra highway trips until he has been off duty for ten (10) hours;
- 5) on the completion of such trip, he will not be considered as available for work until after ten (10) hours off duty.

(f) Overtime Pay

An employee shall be paid at one and one-half (1 ½) times his regular hourly rate of pay for all hours worked at the hourly rate in excess of **TEN (10)** hours per day or **FIFTY (50)** hours per week.

Notwithstanding the above paragraph, any employee performing a combination of hourly and mileage rated work shall be paid at the driver's overtime premium rate in addition to the

straight time hourly and/or mileage rate for **all** time worked at the hourly rate and/or mileage rate in excess of **ELEVEN (11)** hours per day. *All* time worked at the hourly and/or mileage rate shall include all time from punch in to punch out except for time taken for meal periods, coffee breaks and rest periods.

When General Holiday(s) occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holiday(s) in accordance with Section 19.3. *All* time paid for employees called in on a General Holiday shall be paid at the appropriate overtime rate **of** pay but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

(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 any employee is required to report before **his** regular starting time, he will be advised prior to the completion of **his** previous shift. *All* hours worked by an employee prior to his regular starting time **will** be paid for at the rate of time and one-half the regular rate of pay.

(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 21.3

(a) Normal Work Day

The normal work day shall be eight (**8**) hours and the normal work week **shall** be forty (40) hours for the period of May 1 and October 31st inclusive; the normal **work** day shall be **six** (6) hours and the normal work week shall be thirty (30) hours for the period November 1 to April 30th inclusive. All hours worked at the hourly rate in excess of ten (10) hours in any one (1) day or fifty (50) hours in any one (1) week shall be paid at one and one-half (1 ½) times the regular rate of pay.

(b) Call-In Guarantee

Employees covered by this Agreement called in for work shall be guaranteed not less than eight (**8**) hours pay during the period of May 1st to October 31st inclusive and not less than six (**6**) hours pay during the period of November 1 to April 30th inclusive. On Saturday the guarantee shall be four (4) hours at time and one-half the regular rate.

(c) Call Back Guarantee

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

A call back **will** be defined as any call to work that is not in concert with Section 21.2 (h) or Section 29.2 (b) and does not include those employees whose shifts are changed as agreed to in Article 29.

(d) Allocation of Saturday Work

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

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

ARTICLE 22 - ALLOCATION AND HOURS OF WORK - HIGHWAY OPERATIONS

Section 22.1 - Highway Definitions

(a) Highway Bid Run Drivers

A highway driver operating on a bid run.

(b) Regular Highway Drivers

A driver who bids on the highway at the job bid and works regularly on the highway.

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

(c) Bid Run Operations

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

Section 22.2 - Bid Run Rules

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

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

- (a)** A bid run shall have a regular starting time established unless otherwise mutually agreed upon.
- (b)** Bid runs shall have permanent points or areas established on the bid and the driver will not be dispatched to points or other areas other than those points or areas established by the bid.

- (c) If for any reason the bid run does not materialize, the bid run driver shall exercise **his** seniority on the regular highway operations. The bid run driver **will** continue to operate on regular highway operations for that week or until the bid run driver arrives back in **his** home terminal and has had enough time off duty to enable him to go back on his bid run.

Section 22.3 - Regular Highway Dispatch

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

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

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

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

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

- (a) Seniority of the employees in the highway operations at the home terminal.
- (b) Hours off regulations and hours of work limitations as spelled out in this Article and appropriate Government Regulations.
- (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.
- (d) Employees on highway operations off duty at their home terminal will not be considered available for work until they have been off duty ten (10) hours. They will be allowed two (2) hours without pay to report for work. Each driver upon being contacted by the Company shall be advised of his starting time.
- (e) If a highway driver is not dispatched **after** reporting for work as advised, he shall be paid for all time held at the regular rates of pay.
- (f) Senior personnel shall have the preference of working on the first five (5) days of the week and the work may commence on Sunday.
- (g) **Overtime Pay**

A highway driver shall be paid at one and one-half (1 ½) times his regular hourly rate of pay for all hours worked at the hourly rate in excess of ten (10) hours per day or fifty (50) hours per week.

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

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

When General Holiday(s) occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holiday(s) in accordance with Section 19.3. *All* time paid for employees called in on a General Holiday shall be paid the appropriate overtime rate of pay but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

(h) Mileage Limitations

Highway drivers shall have the right to decline further work when they have accumulated a total of forty-five (45) hours or 1,800 miles in any week. Notice must be given by 3 P.M. the previous day. Drivers booking off for doctor appointments, etc. shall not count as a shift worked and the driver will go to the bottom of the seniority list for that day. For dispatch purposes, however, Sections 22.2 will apply. No driver will be dispatched from his home terminal when he has accumulated 2,200 miles in a week. When a driver at a foreign terminal has reached 2,200 miles in a week he must be dispatched on a trip directly en route to his home terminal. Any General Holiday that falls within the scheduled work week shall reduce the number of miles driven or hours worked for the purpose of booking off by ten (10) hours or four hundred (400) miles for each General Holiday.

(i) Sixth (6th) Shift Operations

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

(j) City Pick-up & Delivery Operations

Currently not applicable - Refer to Letter of Understanding # 4

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

(k) Sunday Dispatch

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

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

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

(l) **Call-In Guarantee**

Employees who are on the Highway Department seniority list and who are called in for duty between the period of May 1st to October 31st inclusive shall receive eight (8) hours work within that department or the equivalent of eight (8) hours pay at their regular hourly rate. The call-in guarantee during the period November 1 - April 30th inclusive in any year is to be six (6) hours work within that department or the equivalent of six (6) hours pay at their regular hourly rate.

(m) **Currently not applicable - Refer to Letter of Understanding # 4**

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

(n) **Turnaround Runs**

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

(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.

(p) **Preparation of Equipment**

Employees will be paid a maximum of thirty (30) minutes for the initial pick up of the trailer and preparation of equipment and a maximum of fifteen (15) minutes for the final unhooking of the trailer. This will include checking and filling of oil, fuel, tires, windshield washer containers, rad, etc.; cleaning of windows and mirrors, circle check and all paper work.

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

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

(q) **Slip Seat Operations**

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

(r) **Time Payment**

All time payments of highway drivers shall include way-freighting, terminal delays, breakdowns, completing of log forms, tach cards or other unavoidable delays and shall be calculated at the prevailing wage rate of the driver's home terminal. It is agreed that a driver while performing work where a higher scale prevails, shall receive the prevailing drivers scale while performing work in that area. Any claim for pay must be accounted for by the highway driver on a form provided and approved by the Company's representative in charge. In the event of breakdowns or other allegedly unavoidable delays such as major snow storms occurring in areas without supervision, the Company may, at its discretion, require drivers to sign a statutory declaration having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act setting forth the causes to the best of their knowledge and belief for such breakdowns and/or delays.

(s) Delays Due to Snow and/or Ice Conditions

- 1) In any one (1) tour of duty, where there is a total of three (3) hours or less of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays as a delay pursuant to Section 22.3 (r).
- 2) In any one (1) tour of duty, where there is a total of more than three (3) hours of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays at straight time for all hours involved regardless of when they occur.

Such hours of delay, although paid for at straight time, shall be used in determining total time for the purposes of calculating overtime pursuant to Section 22.3 (g).

(t) Accommodations

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

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

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

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

For the purpose of determining the definition of "adequate", drivers will not be required to wait more than fifteen (15) minutes for public transportation nor will they be required to walk more than one-half (½) mile from the terminal to the place of public transportation or

from the place of public transportation to the place of their sleeping quarters or a combination of both.

(v) Meal Allowance

Drivers who are required to layover and sleep away from home will receive a total of fifteen dollars (\$15.00) per sleep meal allowance.

(w) 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.

(x) Transfer

Currently not applicable - Refer to Letter of Understanding # 4

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.

(y) Currently not applicable - Refer to Letter of Understanding # 4

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 22.4 - Foreign Terminal Dispatch

(a) Layover

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

(b) Reporting for Work

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

(c) Hold Over Pay

If a driver is held over twelve (12) hours he shall be paid for **all** time held over the twelve (12) hours up to a maximum of ten (10) hours in the first twenty-two (22) hour period from the time the run ends. The same principal shall apply in each succeeding twenty-two (22) hours. If he is required to perform hourly rated work during the hold over period, he shall be paid his regular hourly rate of pay for such work and this pay shall be in addition to the pay he receives for all time held. However, hold over pay does not accumulate for the purpose of overtime.

(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 twelve dollars and fifty cents (\$12.50) for each day held.

(e) Dispatch Rules

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

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

(f) For drivers who have not been laid over and are available for dispatch Section 22.4 (e) will apply.

(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.

(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 22.5 - Rules and Regulations for Highway Operations

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

ARTICLE 23 - ALLOCATION OF WORK AND HOURS OF WORK - MAINTENANCE DEPARTMENT

Section 23.1 - Preference for First Five 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:

Section 23.2 - Start of Work Week

The work week may commence on Sunday.

Section 23.3

All work performed after 8:00 a.m. Saturday and prior to 9:00 p.m. on Sunday shall be paid for at one and one-half (1 ½) times the regular rate of pay.

Section 23.4

(a) Overtime Pay

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours. All hours worked at the hourly rate in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at one and one half (1 ½) times the regular rate of pay.

(b) Allocation of Overtime Work

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

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

(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 one and one-half (1 ½) times the employee's regular rate.

(d) Call-Back Guarantee

All call-backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at the rate of time and one half (1 ½) the employee's regular rate of pay. There shall be a **minimum** call-back guarantee of four (4) hours pay and the employee shall not be required to perform any work in addition to the emergency work for which he was recalled. A call-back will be defined as any call to work that is not in concert with Section 26.2.

(e) Overtime in a Week in Which a General Holiday Occurs

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid of the General Holidays as outlined in Section 19.3. All time paid for employees called on a General Holiday shall be paid at one and one-half (1 ½) times the regular rate, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

(f) Allocation of Saturday Work and Rates of Pay

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 subject to Section 23.4 (b) - 1 and 2.

(g) Outside Work

The Company will not have work done by an outside garage which is normally done by the maintenance personnel except when employees or equipment required are not available or damaged equipment is directed to an outside garage by an insurance company.

- (h) Effective January 1, 1998, maintenance employees working the midnight shift (midnight to 8:00 a.m.) will be allowed a twenty minute lunch break without loss of pay.

ARTICLE 24 - ANNUAL JOB/SHIFTS BIDS

Section 24.1

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

Maintenance employees will be allowed to bid on shifts in accordance with seniority however, the Company reserves the right to insure that it has a nucleus of qualified personnel on each shift.

Section 24.2

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

Section 24.3

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

Section 24.4

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

Section 24.5

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

Section 24.6 - Loss of Licence

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

ARTICLE 25 - JOB OPENINGS - DRIVING DEPARTMENT

Section 25.1 - Equipment Openings

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

Section 25.2 - Job Openings

When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the Bulletin Board for five (5) working days (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 - JOB OPENINGS - MAINTENANCE DEPARTMENT

Section 26.1 - Job Openings

Where a job opening occurs within the Maintenance Department, the job will go up for bid and providing the experience, skill and efficiency of the employees bidding are relatively equal, seniority will be the determining factor. Job posting to be posted for five (5) working days effective January 1, 1998.

Section 26.2 - Bidding on Starting Times and/or Shifts

A Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of his previous shift. All hours worked by an employee prior to his regular starting time will be paid at the rate of time and one-half (1 %) the regular rate of pay.

Seniority shall prevail as to starting times and/or shifts as set out by the Company. The Union recognizes the Company must have a nucleus of experienced men on each shift where necessary.

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 starting times which shall be at the regular rate providing the employee worked the assigned shift.

ARTICLE 27 - SUPERVISORS

Section 27.1 - 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 27.2 - Lead Hands and Rate of Pay - Drivers

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 21 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.

Section 27.3 - Lead Hands and Rate of Pay - Maintenance

A "Lead Hand" shall be defined as a person who may perform work and direct the work of other employees within the Maintenance Department only and he shall be a Union member. He shall not have the authority to hire, fire or penalize. When a Lead Hand is required to perform overtime work he shall only enjoy work preference according to his seniority and qualifications as described in Article 8 and he shall not suffer the loss of the Lead Hand premium. A Lead Hand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his company 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 twenty cents (.20) per hour in excess of his classification rate of pay. Effective January 1, 1998 wages for lead hands will be a minimum of fifty cents (.50) per hour in excess of his classification rate of pay,

Section 27.4 - Notice of Appointment

When Lead Hands are appointed, a notice to that effect will be posted by the Company.

ARTICLE 28 - PAY PERIOD

Section 28.1 - Pay Period Interval

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

Section 28.2 - Direct Payroll Deposit Prior to Saturday or General Holidays

The Company shall make direct payroll deposits in such a manner that all employees shall have one (1) full banking day prior to a Saturday or a General Holiday.

Section 28.3 - 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 29 - HIRED CITY EQUIPMENT

CURRENTLY NOT APPLICABLE - REFER TO LETTER OF UNDERSTANDING # 4

Section 29.1 - Definition

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

Section 29.2 - Rules

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

- (b) When hired trucks are required in conformity with Section 29.2 (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.
- (c) In the event the Company fails to comply with the requirements outlined in Section 29.2 (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.
- (d) Where the Company and the Local Union have mutually agreed to conditions relating to the use of hired trucks different to those outlined above such conditions will be maintained and cannot be changed unless by mutual consent.

ARTICLE 30 - BROKER OPERATIONS

Section 30.1 - _____

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

In the event such drivers are to be considered dependent brokers they will be covered by all the provisions of this Agreement with the exception of Article 30, 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 30 will apply.

Section 30.2 - Rules for Use of Brokers

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

Where the Company has established new or additional broker operations in compliance with the terms of the 1965 Agreement, or subsequent agreements, such broker operations will continue to be governed by the terms of Section 30.1 to 30.10.

Section 30.3

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 30.4

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

Section 30.5

If the Company decides to add or increase brokers, as defined by Section 30.1, on highway runs which are normally operated by Company highway drivers the following procedures must be complied with

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

Section 30.6

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

Section 30.7

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 30.8

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 30.9 - 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 30.10

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

ARTICLE 31 - HEALTH & WELFARE

Section 31.1 - O.H.I.P.

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

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

Section 31.2 - Health & Welfare

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

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

Effective January 1, 1998 employees must report to work one (1) day in the month.

Section 31.3

The Company will maintain the current health plan coverage with the following revisions:

- 1) Dental plan to have two year lag for ODA schedule of fees.
- 2) Monthly cost increase not to exceed ten dollars (\$10.00) in each year commencing January 1, 2004. The unused portion, if any, each year, shall be banked for use during the remainder of the term of this agreement.

ARTICLE 32 - PENSIONS

Section 32.1 - Contributions and Administration

Commencing on the first day of October 1, 2003 and on the first day of each month thereafter, the Company agrees to contribute to the Teamsters and Participating Employers of Ontario (Inc.) Pension Plan handled by Joint Trustees, an amount of three hundred and forty dollars (\$340.00) per month, effective January 1, 2007 the company agrees to contribute three hundred and fifty \$350.00 per month, Effective January 1, 2008 the company agrees to contribute three hundred and sixty dollars \$360.00 per month. Effective January 1, 2009 the company agrees to contribute three

hundred and seventy dollars \$370.00 per month for each employee covered by this Agreement who ~~has~~ twenty four (24) working months of employment and who has reported for work at least SIX (6) DAYS in the month .The Pension Plan shall be administered by a Trust Company or any other agency that is legally entitled to perform such administration in the Province of Ontario which the Trustees may decide from time to time.

For the purpose of attaining twenty-four (24) working months in this section a day worked in any month shall be considered as one month worked.

Section 32.2 - Powers of Trustees

The Company and the Local Union agree to sign an "Agreement to be Bound" thereby giving the Trustees of the Teamsters and Participating Employers of Ontario (Inc.) Pension Plan the authority and obligation to deal with any Company or Local Union who is late in remitting or fails to remit the required contribution to the aforementioned Plan as outlined in this Agreement.

It is further agreed that the parties to the Agreement ~~will~~ instruct the Trustees ~~of~~ the Pension Plan to retain legal counsel to amend the "Agreement to be Bound" in such a manner that the Trustees will have the authority to sue any delinquent Company or Local Union for late remittance, interest and legal costs incurred.

Section 32.3 - Arbitration

The parties agree to amend the Present "Trust Deed" to provide for a qualified independent arbitrator for the purpose of breaking a deadlock vote by the Board of Trustees.

Section 32.4 - Canada Pension Plan

It is further agreed that the Canada Pension Plan ~~will~~ be in addition to the Teamsters and Participating Employers of Ontario (Inc.) Pension Plan.

Section 32.5

If for any reason the Teamsters and Participating Employers of Ontario (Inc) Pension Plan should cease to exist, the monthly contribution in the amount of three hundred and forty dollars (\$340.00) per month ,~~or~~ three hundred and fifty dollars (\$350.00) per month, or three hundred and sixty dollars (\$360.00) per month, or three hundred and seventy dollars (\$370.00) per month would be deposited into an RRSP for all eligible employees, on a monthly basis as per the above pension rules for payment.

Section 32.6 - RRSP Contribution

The Company shall maintain the present contribution of one hundred dollars (\$100.00) per month to a RRSP program under the following rules:

- (a) Employees eligible for a contribution into the Teamsters and Participating Employers of Ontario (Inc) pension plan ~~will~~ be eligible for a deposit into the group RRSP.
- (b) Deposits ~~will~~ be invested by Canada Life ~~as~~ instructed by each employee.

- (c) Employees must complete the Canada Life application form.
- (d) An employee **MAY NOT**, while continuing in employment, elect to cash out **his** RRSP account.
- (e) Any investment or administration charges levied by Canada Life will be the responsibility of the employee.
- (f) Spousal RRSP's are not allowed within this **plan**.

ARTICLE 33 - CREDIT UNIONS

Section 33.1 - Deductions for Recognized Credit Unions

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

Section 33.2 - Procedure for Employees Belonging to Two Credit Unions

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

Section 33.3 - 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 34 - COST OF LIVING ALLOWANCE

Section 34.1 - Scope

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

Section 34.2 - Index

The amount of the Cost of Living Allowance as set forth in this Article shall be determined through the use of the Consumer Price Index for Canada (1981 = 100), hereinafter referred to as the "Index". Continuance of this Cost of Living Allowance shall be contingent upon the availability of the Index in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the Index for September 1988 unless otherwise mutually agreed upon by the parties.

Section 34.3 - First (1st) Year

If during the first (1st) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2003 and the Index figure for each month up to and including September 2004 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

Section 34.4 - Second (2nd) Year

If during the second (2nd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2004 and the Index figure for each month up to and including September 2005 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

Section 34.5 - Third (3rd) Year

If during the third (3rd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2005 and the Index figure for each month up to and including September 2006 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

Section 34.6 - Fourth (4th) Year

If during the fourth (4th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2006 and the Index figure for each month up to and including September 2007 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

Section 34.7 - Fifth (5th) Year

If during the fifth (5th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2007 and the Index figure for each month up to and including September 2008 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

Section 34.8 - Sixth (6th) Year

If during the sixth (6th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2008 and the Index figure for each month up to and including September 2009 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

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

ARTICLE 35 - CLASSIFICATION OF MAINTENANCE PERSONNEL

Section 35.1 - Classification of Maintenance Personnel

It is agreed that the following shall be used as a guide in the classification of personnel under this Agreement:

Section 35.2 - Unskilled Work

Washers, sweepers, gasmen and scalmen.

Section 35.3 - Semi-Skilled Work

The specific category of the semi-skilled group is outlined below:

Rough carpentry, regular painting - including patching and rough work, recoating and ground coating shall be classed as semi-skilled.

Greasing

Tiremen

Tarpaulin Repair Work - men engaged in the repair of tarpaulins will be classified in the semi-skilled group.

Semi-Skilled Mechanic - whose job is assisting the skilled mechanic in the garage will also fall in the semi-skilled classification.

Section 35.4 - Skilled Work No. 2

This work shall include such work as the repair and rebuilding of the trailer frame and all work below the frame including detachable under-carriage (Bogie).

Employees primarily engaged in the metal repairing and rebuilding of trailer or van bodies shall also be included in this classification.

Section 35.5 - Skilled No. 1

It should be noted that in making all these classifications, the **work** to be performed is that which is being classified and not the **skill** of the particular employee applying for work.

It was agreed that the repairing and rebuilding of transmissions, differentials and motors, along with all ignition and carburation fuel systems, front-end rebuilding and wheel alignment work shall be classified as skilled work.

It was also agreed that a Company will not likely require more than one (1) skilled painter, capable of doing complete cab painting of finished painting work. It was also agreed that a skilled painter is a man **who** is capable **of**, and is required to do refinishing from the metal up, with the exception **of** lettering.

All welding will be classified as skilled. It was further agreed that the preparation for, and vulcanizing of, tire casings will also be classified as skilled work. It is also agreed that employees responsible for making complete tarpaulin out of new or used material or engaging in the rebuilding and upholstering of truck seats will be classified as skilled. The carpenter who is responsible for the layout of work will also be classified as a skilled workman.

It is agreed that any employee not indentured as an apprentice who is required to do the same work **as** a skilled mechanic and who has served at least five (**5**) years performing such work as is necessary and outlined under the Apprenticeship Act as included in the training of mechanics, and subject to his not choosing another occupation, shall receive the rate for the skilled mechanics as outlined in this Agreement.

ARTICLE 36 - MAINTENANCE OF STANDARDS

Section 36.1 - Maintenance of Standards

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

ARTICLE 37 - TRANSFER OF OPERATIONAL RIGHTS

Section 37.1 - Transfer of Operational Rights

The Company agrees that if it sells or transfers to a subsidiary Company or a new Company established within the framework of the same corporate entity any licence, right to operate or operating authority which has been granted to it for the purpose of moving goods or commodities

anywhere within the jurisdiction of the Local Unions Signatory to this Agreement, the following conditions will apply:

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

ARTICLE 38 - STUDENTS

Section 38.1 - Students During Summer Months

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

ARTICLE 39 - PIGGY-BACK OPERATIONS

Section 39.1

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

Section 39.2

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 40 - APPRENTICES

Section 40.1

Apprenticeship program to be governed by appropriate government legislation.

ARTICLE 41 - SHOP CONDITIONS

Section 41.1 - Exhaust Systems

Maintenance shops will be provided with adequate exhaust systems that will remove exhaust fumes and welding fumes.

Section 41.2 - Safety

The Company agrees to keep air compressors and battery chargers away from the work area.

ARTICLE 42 - TOOLS

Section 42.1 - Tools

All tools of 3/4" drive and all special tools including flashlights and batteries required for the job shall be supplied by the Company.

Section 42.2 - Metric Tools

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

Section 42.3 - Tool Replacement Program

Effective ~~January~~ 1, 1998 the Company agrees to reimburse employees on the maintenance seniority list the cost of tools required to successfully perform their maintenance duties based on the following rules:

1. The employee must have been employed for 180 days and be on the seniority list on the reimbursement date.
2. Reimbursement will take place once during each calendar year (December 15 to 31).
3. Tools not required by the employee to perform his normal duties will not qualify for reimbursement.
4. The employee must complete a "Request for Tool Reimbursement" form as designed by the Company and attach appropriate receipts. No receipt, no payment.
5. Only those receipts dated during the appropriate calendar year will be accepted.
6. The amount of reimbursement will be the lessor of the actual amount spent or the maximum amount listed below.
7. If the amount spent during a calendar year does not equal the maximum allowed, the difference cannot be carried forward to the next year.
8. The maximum amounts allowable are:

January 1 to December 31, 2004 - \$275.00
January 1 to December 31, 2005 - \$287.50

January 1 to December 31, 2006 - \$300.00
January 1 to December 31, 2007 - \$312.50
January 1 to December 31, 2008 - \$325.00
January 1 to December 31, 2009 - \$337.50

9. The Company may at any time inspect the employee's tool box to insure eligibility for reimbursement.

ARTICLE 43 - GENERAL

Section 43.1 - 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 43.2 - Time Off to Vote

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

Section 43.3 - Bereavement Pay

In the event of a death in the immediate family (father, mother, wife, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law) an employee will be given the necessary time off and will be paid three (3) days pay. Maintenance employees are to receive eight (8) hours pay per day at the regular rate of pay and drivers are to receive ten (10) hours pay per day at the regular rate of pay providing that the period between the day of the death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

Section 43.4 - 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 maintenance employees eight (8) hours pay per day at the regular hourly rate of pay and drivers ten (10) hours pay per day at the regular hourly rate of pay less the amount of jury duty or crown witness pay received.

Section 43.5 - Personal Injuries

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

Section 43.6 - 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 43.7 - Lunch Rooms and Washrooms

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

Section 43.8 - Lockers

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

Section 43.9 - Company Meetings

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

Section 43.10 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned, the number of overtime hours worked and the amount earned and any amount remitted on the employee's behalf for Pension purposes. Where the Company is supplying presently additional information over and above that listed above, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by pay day.

Section 43.11 - Pay for Training

Where the Company requires an employee to take further training, the employee will be paid for all time spent in training, A Maintenance employee required to work on new types of equipment which requires further training, shall be paid the appropriate hourly rate for all time involved.

Section 43.12 - Confirmation of Discharge

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

Section 43.13 - Plug-In Outlets

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

Section 43.14 - 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 43.15 - 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 43.16 - Appendices

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

Section 43.17 - Receipts

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

Section 43.18 - 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 a bond for **an** employee within **thirty (30)** days, they must so **notify** the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty **(30)** days **from** the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

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

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

Section 43.19 - Protective Equipment

- (a) It is agreed that employees handling hazardous material, green hides, lampblack and pigment shall be supplied by the Company with all necessary equipment, rubber clothing, goggles, etc., to protect the employees' person. No employee shall be compelled to wear hard hats or safety glasses that have been used by other persons unless these items have been properly sterilized.
- (b) Shunters, dockmen, drivers and yardmen requested to work in the terminal yard or other shunt operations in inclement weather will be provided with protective rain wear.
- (c) Whenever employees are required by the Company or by any Government agency to wear safety shoes or boots, the Company shall supply one (1) **pair** per year for **all** employees **so** required. Such safety shoes or boots shall be of a type and quality, the standard for which shall be set and adhered to by the Company. Where employees furnish medical evidence of inability to wear the standard safety shoes or boots, the Company agrees to contribute the equivalent cost of a pair of standard safety shoes or boots towards the cost of special footwear.

Section 43.20 - Mileages

Presently established mileages shall not be changed unless justified by either party and in **all** cases there shall be two (2) weeks notice given before any changes are put into effect. In the event a

dispute arises with regard to the mileage application, the mileage shall be paid on the basis of actual miles from terminal to terminal or pick-up and delivery points. All miles will be established by using the Ministry of Transportation Mileage Table or Provincial road map if necessary. Mileages from the terminal or pick-up or delivery points to the nearest highway junction point will be established by the Local Union and the Company.

Section 43.21 - Application of Mileage and Hourly Rates

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

- (a) *All* terminal to terminal operations will be paid at the mileage rate.
- (b) *All* operations under forty (40) miles one way to a point other than one of the Company's terminals including a zoned area will be paid at the hourly rate of pay from the time of departure from the terminal to the time of arrival back to the terminal. This will not exclude the Company from instituting a mileage and hourly basis of pay for operations under forty (40) miles where it is the mutual advantage to pay on this basis; however, in such cases the basis will be determined through a conference between the Company and the Union and the employees involved.
- (c) *All* peddle operations involving runs of more than forty (40) miles one way shall be paid on the following basis:
 - 1) the mileage rate shall be paid on the part or parts of the run where there is forty (40) miles or more of continuous driving without delivering or picking up;
 - 2) the hourly rate shall be paid on the part or parts of the run where there is less than forty (40) miles of continuous driving without delivering or picking up.
- (d) All trips between terminals within metro areas will be paid at the hourly rate of pay. Metro areas are to be defined as connected suburbs. Where the metro area is not specifically defined by legislation and where this condition exists, the Company and the Union will meet to define the area concerned.

Section 43.22 - Border Appendices

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

Section 43.23 - Safety

- (a) No employee shall be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar.
- (b) The Company shall not require a person to lift, carry or move anything so heavy or in a manner as to likely endanger his safety or the safety of any other person.
- (c) 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 43.24 - Safety Committee

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

Section 43.25 - Hand Holds and Steps

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

Section 43.26

All power equipment shall have sufficient mud flaps installed.

Section 43.27

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

Section 43.28 - Washing Facilities and Supplies

The Company agrees to supply and maintain washing facilities, including hot water, soap, hand cleaner and towels at terminals where maintenance personnel are employed.

Section 43.29 - Rain Wear

Raincoats, water-proof pants, lined rubber boots, hats and parkas will be made available to all maintenance employees required to work outside in inclement weather. Where necessary, the Company will supply proper safety strips for parkas or safety vests.

Section 43.30 - Meal Allowance for Road Calls

In the event a maintenance man on a road call is away from the terminal prior to or at the conclusion of his day's work when he would normally be coming on or going off duty for two (2) hours or more, he shall be paid a minimum of ten dollars (\$10.00) as a meal allowance.

Section 43.31 - Coffee Breaks

All maintenance employees will be allowed a fifteen minute coffee break in the first half shift and in the second half shift without loss of pay, and an additional coffee break shall be allowed to all maintenance employees who are requested to work overtime at the end of their regular shift before the commencement of overtime.

Section 43.32 - Openings on Dynamometers

It is agreed that licensed mechanics will be allowed to bid on future openings for dynamometer operators.

Section 43.33 - Hazardous Material

The Company agrees that employees employed in handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, safety glasses,

welding glasses, welding shields and welding screens, etc.) to protect the employee's person. Where a maintenance employee must, because of his work, wear prescription safety glasses, the Company agrees to pay a maximum of forty dollars (\$40.00) towards the cost. The Company shall pay for all safety equipment that is required by law or Company policy.

Section 43.34 - Meal Period - Maintenance

A maintenance employee shall not take more than one continuous hour for meals, however, should the taking of a full hour for meals cause a delay in operations, the Employer may require the employee to take no less than thirty (30) minutes. This shall not preclude the Union and the Company from mutually agreeing that the regular lunch period shall be thirty (30) minutes. The lunch period shall be no later than halfway through the shift except where mutually agreed.

Section 43.35 - Work Outside Job Classification

No maintenance employee shall be compelled to perform work which does not come within the scope of his job classification such as repairs to electric doors, electric motors or electric hoists.

Section 43.36 - Wiping Cloths

An adequate supply of wiping cloths will be made available for all maintenance employees.

ARTICLE 44 - DURATION

Section 44.1

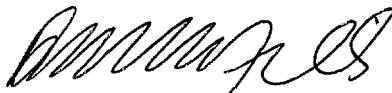
The term of this Agreement shall be from October 1st, 2003 to September 30th, 2009. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Section 44.2 - Negotiations for Renewal Agreement

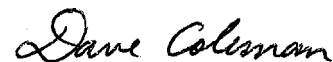
The parties agree that grievances, arbitration cases, court cases or litigation of **any** kind will not become the subject of negotiations for the renewal of this Collective Agreement, unless by mutual consent.

DATED at *London* this *30th* day of *October, 2005*

FOR THE COMPANY

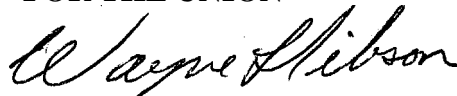


DICK MILLS

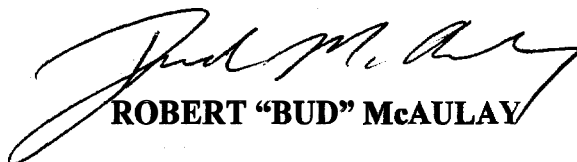


DAVE COLEMAN

FOR THE UNION



WAYNE L. GIBSON



ROBERT "BUD" McAULAY

APPENDIX "A" - RATES OF PAY

RATES OF PAY - DRIVERS

(a) Regular Hourly Rates of Pay

Effective-January 1 st , 2004	-	\$19.49 per hour
Effective-January 1 st , 2005	-	\$19.74 per hour
Effective-July 1 st , 2005	-	\$19.99 per hour
Effective January 1 st , 2006	-	\$20.24 per hour
Effective July 1 st , 2006	-	\$20.49 per hour
Effective January 1 st , 2007	-	\$20.74 per hour
Effective July 1 st , 2007	-	\$20.99 per hour
Effective January 1 st , 2008	-	\$21.24 per hour
Effective July 1 st , 2008	-	\$21.54 per hour
Effective January 1 st , 2009	-	\$21.79 per hour
Effective July 1 st , 2009	-	\$22.09 per hour

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

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

Drivers are to be paid a premium of one dollar (\$1.00) per hour spent on instructing company drivers on proper operating procedures when requested by the Company, providing appropriate evaluation forms are satisfactorily completed.

(b) Mileage Rates

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

EFFECTIVE JANUARY 1st, 2004

2, 3 & 4 axles	42.24 cents
5 & 6 axles	42.44 cents
7 axles and up	42.64 cents

EFFECTIVE JANUARY 1ST, 2005

2, 3 & 4 axles	42.74 cents
5 & 6 axles	42.94 cents
7 axles and up	43.14 cents

EFFECTIVE JULY 1ST, 2005

2, 3 & 4 axles	43.24 cents
5 & 6 axles	43.44 cents
7 axles and up	43.64 cents

EFFECTIVE JANUARY 1ST, 2006

2, 3 & 4 axles	43.74 cents
5 & 6 axles	43.94 cents
7 axles and up	44.14 cents

EFFECTIVE JULY 1ST, 2006

2, 3 & 4 axles	44.24 cents
5 & 6 axles	44.44 cents
7 axles and up	44.64 cents

EFFECTIVE JANUARY 1ST, 2007

2, 3 & 4 axles	44.74 cents
5 & 6 axles	44.94 cents
7 axles and up	45.14 cents

EFFECTIVE *JULY* 1st, 2007

2, 3 & 4 axles	45.24 cents
5 & 6 axles	45.44 cents
7 axles and up	45.64 cents

EFFECTIVE JANUARY 1st, 2008

2, 3 & 4 axles	45.74 cents
5 & 6 axles	45.94 cents
7 axles and up	46.14 cents

EFFECTIVE JULY 1st, 2008

2, 3 & 4 axles	46.34 cents
5 & 6 axles	46.54 cents
7 axles and up	46.74 cents

EFFECTIVE JANUARY 1st, 2009

2, 3 & 4 axles	46.84 cents
5 & 6 axles	46.04 cents
7 axles and up	47.24 cents

EFFECTIVE **JULY** 1st, 2009

2, 3 & 4 axles	47.44 cents
5 & 6 axles	47.64 cents
7 axles and up	47.84 cents

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

The Driver's overtime premium rate pursuant to Section 19.4 **and** Section 19.5, Section 21.2 (f) and Section 22.3 (g) is as follows:

Effective January 1 st , 2004	-	\$10.295 per hour
Effective July 1 st , 2005	-	\$10.42 per hour

Effective January 1 st , 2005	-	\$10.545 per hour
Effective January 1 st , 2006	-	\$10.67 per hour
Effective July 1 st , 2006	-	\$10.795 per hour
Effective January 1 st , 2007	-	\$10.92 per hour
Effective July 1 st , 2007	-	\$11.045 per hour
Effective January 1 st , 2008	-	\$11.17 per hour
Effective July 1 st , 2008	-	\$11.32 per hour
Effective January 1 st , 2009	-	\$11.445 per hour
Effective July 1 st , 2009	-	\$11.595 per hour

RATES OF PAY - MAINTENANCE EMPLOYEES

(a) Skilled Classification No. 1

Effective January 1 st , 2004	-	\$21.31 per hour
Effective January 1 st , 2005	-	\$21.56 per hour
Effective July 1 st , 2005	-	\$21.81 per hour
Effective January 1 st , 2006	-	\$22.06 per hour
Effective July 1 st , 2006	-	\$22.31 per hour
Effective January 1 st , 2007	-	\$22.56 per hour
Effective July 1 st , 2007	-	\$22.81 per hour
Effective January 1 st , 2008	-	\$23.06 per hour
Effective July 1 st , 2008	-	\$23.36 per hour
Effective January 1 st , 2009	-	\$23.61 per hour
Effective July 1 st , 2009	-	\$23.91 per hour

APPENDIX "A"

(b) Skilled Classification No. 2

Effective January 1 st , 2004	-	\$20.18 per hour
Effective January 1 st , 2005	-	\$20.43 per hour
Effective July 1 st , 2005	-	\$20.68 per hour
Effective January 1 st , 2006	-	\$20.93 per hour
Effective July 1 st , 2006	-	\$21.18 per hour
Effective January 1 st , 2007	-	\$21.43 per hour
Effective July 1 st , 2007	-	\$21.68 per hour
Effective January 1 st , 2008	-	\$21.93 per hour
Effective July 1 st , 2008	-	\$22.23 per hour
Effective January 1 st , 2009	-	\$22.48 per hour
Effective July 1 st , 2009	-	\$22.78 per hour

(c) Semi-Skilled Classification

Effective January 1 st , 2004	-	\$19.73 per hour
Effective January 1 st , 2005	-	\$19.98 per hour
Effective July 1 st , 2005	-	\$20.23 per hour
Effective January 1 st , 2006	-	\$20.48 per hour

Effective July 1 st , 2006	-	\$20.73 per hour
Effective January 1 st , 2007	-	\$20.98 per hour
Effective July 1 st , 2007	-	\$21.23 per hour
Effective January 1 st , 2008	-	\$21.48 per hour
Effective July 1 st , 2008	-	\$21.78 per hour
Effective January 1 st , 2009	-	\$22.03 per hour
Effective July 1 st , 2009	-	\$22.33 per hour

(d) Unskilled Classification

Effective January 1 st , 2004	-	\$19.64 per hour
Effective January 1 st , 2005	-	\$19.89 per hour
Effective July 1 st , 2005	-	\$20.14 per hour
Effective January 1 st , 2006	-	\$20.39 per hour
Effective July 1 st , 2006	-	\$20.64 per hour
Effective January 1 st , 2007	-	\$20.89 per hour
Effective July 1 st , 2007	-	\$21.14 per hour
Effective January 1 st , 2008	-	\$21.39 per hour
Effective July 1 st , 2008	-	\$21.69 per hour
Effective January 1 st , 2009	-	\$21.94 per hour
Effective July 1 st , 2009	-	\$22.24 per hour

The Company agrees to pay a premium of fifty cents (.50) per hour over the employee's regular hourly rates of pay for all hours worked between the hours of 9:00 p.m. and 6:00 a.m. However, employees on midnight shift only to receive the premium until 8:00 a.m.

SIGNING BONUS of \$200.00 per employee, based upon the following rules;

- 1) Payable September 30th, 2003
- 2) Employee must be on the seniority list at the time of ratification
- 3) Payment is subject to governmental payroll deductions

PROBATIONARY RATES OF PAY APPLICABLE TO ALL UNIONIZED EMPLOYEES

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

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

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

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

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

APPENDIX "B" - RULES AND REGULATIONS

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

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

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

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

Section 1 - Passengers

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

- (a) Employees involved in accidents will be notified in writing within ten days that the accident is under investigation, The employee will be notified whether the accident was chargeable or non-chargeable and any penalty or reprimand must be issued within 30 days from the time the accident became known to the Company.

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.

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

- (a) Tampering with tachograph, governor or other safety devices:

1st offense - 1 week off

2nd offense - subject to dismissal

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

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

- (c) Failure to properly tarp cargo and equipment:

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

- (d) Failure to report mechanical defects in equipment, if known:

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

- (e) Unauthorized use of Company motor vehicles:

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

- (f) Failure to report defects in garage equipment:

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

- (g) Faulty repair work for which the employee is clearly at fault or for which his action or lack of action is a definite factor, may result in disciplinary action which may range from reprimand to dismissal according to the seriousness, the degree of negligence or carelessness and the frequency of the incidents.

Section 4 - Conduct and Behaviour

- (a) Consuming intoxicants or illegal stimulants while on duty or on the Company's property:

1st offense - subject to dismissal

- (b) Reporting for duty while under the influence of an intoxicant or an illegal stimulant:

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

- (c) Theft or wilful damage:

1st offense - subject to dismissal

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

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

- (e) Deliberate disobedience of orders of authorized personnel:

1st offense - subject to dismissal

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

Section 5 - Reports

Deliberate falsification of time cards, log sheets and any other company documentation required:

1st offense - subject to dismissal

Section 6 - Driving Behaviour

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

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

Section 7 - Attendance

(a) Absence from work without reasonable explanation:

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

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

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

(c) Reporting late for work without a reasonable explanation:

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

Section 8

Hooking to the wrong trailer, driving to the wrong customer or unloading product into the wrong pipe or silo:

- 1st offense - 1 to 5 days off
- 2nd offense - Up to 5 days off
- 3rd offense - **Up** to 30 days off
- 4th offense - Subject to dismissal

APPENDIX "C" - INTERNATIONAL TRAFFIC

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


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

DATED at *London* this ~~27th~~ day of *October, 2003*

FOR THE COMPANY



DICK MILLS

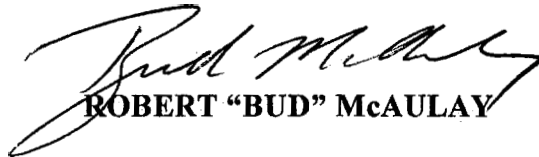


DAVE COLEMAN

FOR THE UNION



WAYNE L. GIBSON



ROBERT "BUD" MCAULAY

LETTER OF UNDERSTANDING #1
SUPPLEMENTARY AGREEMENT TO THE COLLECTIVE AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

TEAMSTERS LOCAL UNION NO. 879
Affiliated with the International Brotherhood of Teamsters

and

TEAMSTERS LOCAL UNION 938

The above parties agree to the Collective Agreement, effective as of October 1, 2003 to September 30, 2009 between them, and further agree that this Agreement shall be amended and deemed to contain the following clauses:

1) **TIRECHANGE**

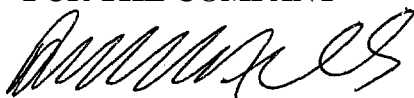
If possible and in any case where a driver changes **his** own tire or tires he shall receive a premium of **thirty five** dollars (**\$35.00**) per tire in addition to his hourly rate. The above premium shall not apply where outside assistance is called in to complete the tire change.

2) Drivers operating with electric steering pole trailers should be paid at the hourly rate regardless of mileage driven.

3) Drivers, while operating on the highway with trailers exceeding **eighty two feet (82')** in overall length and ten feet (10') in overall width, be paid a premium of two cents (.02) per **mile** in addition to the rates as contained in Appendix "A".

DATED at *London* this *30th* day of *October, 2003*

FOR THE COMPANY

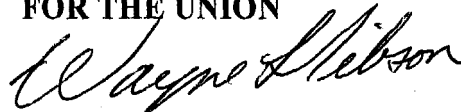


DICK MILLS

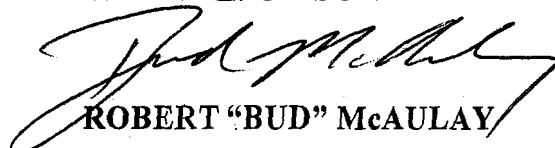


DAVE COLEMAN

FOR THE UNION



WAYNE L. GIBSON



ROBERT "BUD" McAULAY

LETTER OF UNDERSTANDING #2
TO FORM PART OF THE COLLECTIVE AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

TEAMSTERS LOCAL UNION NO. 879
Affiliated with the International Brotherhood of Teamsters

and

TEAMSTERS LOCAL UNION 938

- 1) The Company will provide gloves as required **upon** return of old gloves.
- 2) Drivers will not be compelled to carry any freight in the cabs of the trucks.
- 3) The Company is to supply leather jackets to the mechanics who weld.
- 4) Mechanics must be off the clock ten (10) hours before accepting a highway dispatch **and** will only be offered this work after regular employees in the highway department have been offered this work.
- 5) The Company is to pay the following amounts to each employee upon receipt for safety shoes during the term of this agreement. This is in addition to Section 43.19 (c). To be eligible, an employee must be in the employ of the Company six (6) months. Company to increase safety boot allowance five dollars (\$5.00) per contract year. Employees can bank the maximum annual allowance for a maximum of two (2) years.

Effective Oct. 1, 2003 - \$95.00
Oct. 1, 2004 - \$100.00
Oct. 1, 2005 - \$105.00
Oct. 1, 2006 - \$110.00
Oct. 1, 2007 - \$115.00
Oct. 1, 2008 - \$120.00

- 6) Drivers will be paid the appropriate hourly rate while operating between Bowmanville and C.B.M. Bathurst Street.


DATED at *London* this *30th* day of *October, 2003*

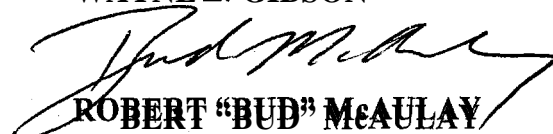
FOR THE COMPANY


DICK MILLS


DAVE COLEMAN

FOR THE UNION


WAYNE L. GIBSON


ROBERT "BUD" MCAULAY

LETTER OF UNDERSTANDING #3
TO FORM PART OF THE COLLECTIVE AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

TEAMSTERS LOCAL UNION NO. 879
Affiliated with the International Brotherhood of Teamsters

and

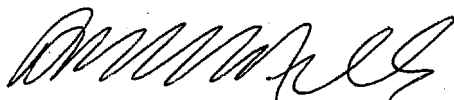
TEAMSTERS LOCAL UNION 938

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

- 1) That Section 21.3 (b), 22.3 (j), (second paragraph only) and Section 22.3 (z) are to be deleted from contract. *Also* delete Part-time and Casual Help clauses with the understanding Article 8 will apply to new hires. The Part-time and Casual Help clauses were Articles 29 and 31 in previous Agreements.
- 2) If drivers find suitable accommodations then Section 22.4 (c) will apply. This clause in addition to Section 22.3 (t).
- 3) In addition to Section 31.2 it is agreed between the Company and the Union that if a member is injured or requires hospitalization while on Company business in the U.S.A. the Company will cover the difference between the hospital or doctor charges and that of what O.H.I.P. covers.
- 4) Add to Article 34: The Company agrees on the first pay period of November of each year to pay C.O.L.A. in a lump sum.
- 5) The Company agrees to share the cost of the printing of the Collective Agreement on a 50/50 basis.
- 6) In the Letter of Understanding #2, mechanics must be off the clock ten (10) hours before accepting highway dispatches and will include **after** completing the highway dispatch, mechanics must be off ten (10) hours before reporting for duty.

DATED at *London* this *30th* day of *October*, 2003

FOR THE COMPANY

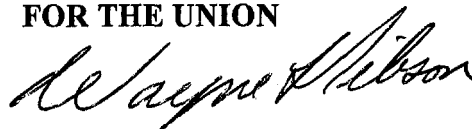


DICK MILLS

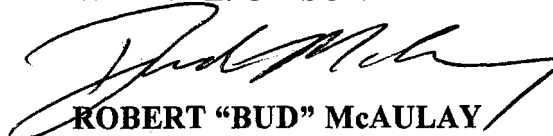
& Coleman

DAVE COLEMAN

FOR THE UNION



WAYNE L. GIBSON



ROBERT "BUD" McAULAY

**LETTER OF UNDERSTANDING #4
(To form part of the Collective Agreement)**

Between

**HUTTON TRANSPORT LIMITED
(The Company)**

and

TEAMSTERS LOCAL UNION NO. 879

and

**TEAMSTERS UNION LOCAL 938
(The Union)**

The Company and the Union(s) agree that the following articles and clauses of the current collective agreement are not applicable to the scope of the Company's current operations **as** they deal specifically with a city driving and dock department:

Article 21
Clause 22.3 (j)
Clause 22.3 (m)
Clause 22.3 (x)
Clause 22.3 (y)
Article 29

In the event the Company changes its operations in the future to require a city driving and dock department, the articles and clauses listed above will become part of the collective agreement, as recorded in the collective agreement in effect on January 1, 1997.

DATED at *London* this *30th* day of *October*, 2003

FOR THE COMPANY

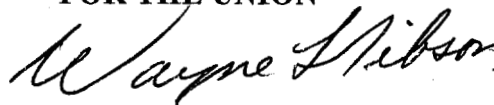


DICK MILLS

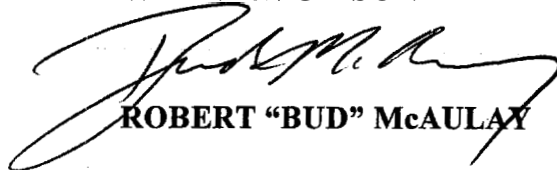


DAVE COLEMAN

FOR THE UNION



WAYNE L. GIBSON



ROBERT "BUD" McAULAY

**LETTER OF UNDERSTANDING # 5
(To form part of the Collective Agreement)**

Between

**HUTTON TRANSPORT LIMITED
(The Company)**

and

TEAMSTERS LOCAL UNION NO. 879

and

**TEAMSTERS UNION LOCAL 938
(The Union)**

Re: Maintenance Employees working in the Driving Department

- 1) Maintenance employees working in the Driving Department shall be paid their regular hourly Maintenance Department classification rate of pay.
- 2) It is agreed that maintenance employees called into work on Saturday to work in the driving department shall be guaranteed not less than six (6) hours pay at their regular Maintenance Department classification rate of pay.
- 3) All other provisions of the Collective Agreement shall apply.

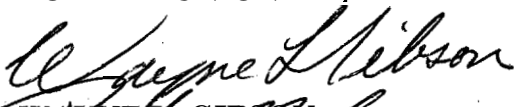
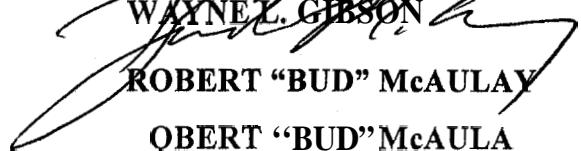
DATED at *London* this *30th* day of *October, 2003*

FOR THE COMPANY


DICKMILLS

Dave Coleman
DAVE COLEMAN

FOR THE UNION


WAYNE L. GIBSON

ROBERT "BUD" McAULAY
OBERT "BUD" McAULA

**LETTER OF UNDERSTANDING #6
(To form part of the Collective Agreement)**

Between

**HUTTON TRANSPORT LIMITED
(The Company)**

and

TEAMSTERS LOCAL UNION NO. 879

and

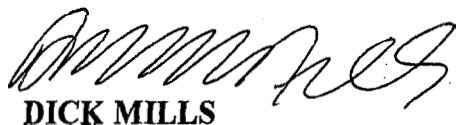
**TEAMSTERS UNION LOCAL 938
(The Union)**

The Company and the union agree that the company may operate an owner operator division under the following terms:

1. The owner operators **shall** be independent owner operators not dependent contractors And are not covered by any provisions of the Collective Agreement other than this Letter of understanding.
2. The owner operator **will** not interfere with any current operation of Hutton Transport. If **an** owner operator **hauls** a load normally moved by a Hutton Transport Union Seniority employee and a Hutton Transport Union seniority employee is in place to Haul the load in question, the Hutton Transport Union seniority employee, upon Submitting a grievance, will be paid for the trip as per the collective agreement.
3. None of the current employees **will** be laid off as a direct result of the introduction or extension of owner operators, other than in the normal course of current operations.
4. Employees working under the terms of the Collective Agreement will not interfere With any dump truck business and shall not have any seniority rights in the dump Truck business.
5. In consideration of the above the Company agrees to remit to the Teamsters Local Union No. 879 or Teamsters Local Union No. 938 **an** amount equal to the local Unions monthly dues for each owner operator.

DATED at *London* this *30th* day of *October, 2003*

FOR THE COMPANY

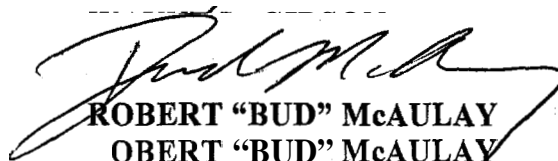


DICK MILLS

Dave Coleman

DAVE COLEMAN

FOR THE UNION



**ROBERT "BUD" McAULAY
OBERT "BUD" McAULAY**

TEAMSTERS LOCAL UNION NO. 879

Phone: (519) 455-5180

EXECUTIVE BOARD

JOE Mc LEAN
President

JOHN Mc CANN
Secretary-Treasurer

WAYNE L. GIBSON
Vice President

TYLER KERNAGHAN
Recording Secretary

KELLY MULLIGAN
Trustee

GORD ALLABY
Trustee

DAVE McLEOD
Trustee

BUSINESS AGENT

WAYNE L. GIBSON

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