

COLLECTIVE AGREEMENT



**CANADA COUNCIL OF TEAMSTERS
REPRESENTING
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCALS 879 AND LOCAL 938
hereinafter referred to as the "Union"**

B E T W E E N:

VERSPEETEN CARTAGE LTD.

hereinafter referred to as the "Company"

Expiry Date: September 30, 2010

THIS COLLECTIVE AGREEMENT WAS ORIGINALLY SIGNED APRIL 16, 2003 AND REPLACED THE COLLECTIVE AGREEMENT THAT EXPIRED SEPTEMBER 30, 2002. AS A RESULT OF A DECISION OF THE CANADA INDUSTRIAL RELATIONS BOARD, THE PARTIES AGREED TO RE-OPEN THE COLLECTIVE AGREEMENT ON NOVEMBER 15 AND 16, 2004 TO AMEND CERTAIN PROVISIONS. IT IS AGREED AND UNDERSTOOD THAT THE EMPLOYEES AT THE INGERSOLL AND WHITBY TERMINALS WILL NOT BE COVERED BY THE COLLECTIVE AGREEMENT UNTIL FEBRUARY 1, 2005, AND THAT THE EFFECTIVE DATE OF THE AMENDMENTS TO THE COLLECTIVE AGREEMENT WILL BE GOVERNED BY THE MEMORANDUM OF SETTLEMENT AGREED UPON BY THE PARTIES ON NOVEMBER 16, 2004.

COLLECTIVE AGREEMENT

BETWEEN: UCT

VERSPEETEN CARTAGE LTD.

- and -

CANADA COUNCIL OF TEAMSTERS REPRESENTING
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCALS 879 AND LOCAL 938

EXPIRY DATE: September 30, 2010



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ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory collective bargaining relations between the Employer and its employees within the Bargaining Unit, to provide for the prompt disposition of grievances, to assure the continuous, harmonious, efficient, economical and profitable operation of the Employer, to obtain the highest level of employee efficiency and performance, and to establish and maintain mutually satisfactory working conditions, hours of work and wages all of which are set out in this Agreement for all employees.

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees of Verspeeten Cartage Ltd., in the Province of Ontario, excluding Supervisors, Dispatchers, Office and Sales Staff, Owner/Operators and Casual Employees.
- (b) For clarity, casuals, including part time employees working less than 100 hours per month are excluded from the bargaining unit. The use of casuals will not result in the layoff of any bargaining unit member, or decrease the regular work force as a result of the use of casuals.
- (c) The use of drivers supplied by and employed by Agencies will not result in the layoff of any bargaining unit member, or decrease the regular work force as a result of the use of Agencies.
- 2.02 The Union recognizes the Employer's responsibility to meet the requirements of its customers who furnish the source of employment for the Employer's employees. The Union will cooperate with the Employer's attempts to satisfy its customers where possible, and will cooperate with the Employer's efforts to improve the efficiency of its workforce.
- 2.03 Where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine and vice-versa, where the context so requires.
- 2.04 Where the singular pronoun is used in this Agreement it shall be deemed to include the plural and vice-versa where the contract so requires.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership in the Union or because of his activity or lack of activity in the Union.
- 3.02 It is further agreed that there shall be no other Union activity on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing.

ARTICLE 4 - UNION SECURITY

- 4.01 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.
- 4.02 All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Employer 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. The Employer agrees that it will deduct once per month, a sum equal to regular Union dues from each employee in the Bargaining Unit. The Employer agrees that it will remit the total amount of such deductions to the head office of the Local Union not later than the 15th day of each month following the month the deductions were made. The remittances shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made.
- 4.03 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.
- 4.04 Initiation Fee Deductions
All employees 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 \$25 (Twenty Five Dollars) 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.

4.05 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

4.06 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as herein provided so long as the Employer has been notified by the Union in writing with respect to the deduction of Union dues.

4.07 The Union will notify the Employer in writing of any arrears in dues and initiation fees caused for any reason and the Employer 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 Employer 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.

4.08 Check off Lists

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

- 4.09 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.
- 4.10 All new employees eligible for membership in the Union shall as a condition of their employment, join the Union upon completion of their probationary period.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively in the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of some other provision of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause provided that a claim by an employee who has successfully completed his probationary period that he has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing the work, and the working establishment of the service, and all other matters concerning the Company's operation and not otherwise specifically dealt with elsewhere in this Agreement;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;

- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (f) it is expressly understood and agreed that a breach of any of the Employer's rules or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee, provided that nothing herein shall prevent an employee who has successfully completed the probationary period from going through the grievance procedure.

ARTICLE 6 - UNION REPRESENTATION

Stewards

6.01 The Employer agrees to recognize three (3) Stewards at Ingersoll, two (2) Stewards at Whitby, and one Steward in Tillsonburg for the purpose of representing employees at each site respectively. Stewards shall be selected by and from amongst employees in the bargaining unit and, once selected, the Union shall be required to notify the Employer of the name of the Steward in writing and the Employer shall not be required to recognize any such Stewards until it has been so notified. It is understood that Stewards will be designated such that no more than one such Steward is employed on each shift. If operations are such as cannot be covered by these Stewards, additional Stewards may be appointed.

Negotiating Committee

6.02 The Employer agrees to recognize a Bargaining Committee consisting of one employee from each terminal, plus the Union Representative from each Local, plus a member of the Canada Council of Teamsters, for the purpose of amending or renewing the present Agreement. The Union will notify the Employer of the name of such committee members as far in advance of negotiations as possible.

Employer-Employee Relations Committee

6.03 (a) It is the expressed intent of the parties to this Agreement that one Employer-Employee Relations Committee be established for Whitby, and one Employer-Employee Relations Committee be established for Ingersoll/Tillsonburg.

(b) Two (2) representatives of each party shall meet at regular intervals but not more than once per month, at the initiative of either party. The two bargaining unit representatives shall be elected by the Union once every two (2) years. The Employer shall be notified of the results of such election.

- (c) Matters of general and mutual interest may be discussed however under no circumstances shall matters be discussed that are properly the subject of the grievance or arbitration or negotiations for the amendment or renewal of this Agreement, or in direct conflict with this Agreement.
- (d) All discussions on any matter that takes place during these meetings shall be made on a without prejudice basis.

6.04 No employee shall act in the capacity of Steward, or committee member as referred to in this Article until after he has successfully completed his probationary period.

6.05 The Union acknowledges and agrees that Stewards and other employee committee members as prescribed in this Article have regular duties to perform in connection with their employment.

6.06 For meetings that are scheduled during the employee's regularly scheduled hours of work, such employee will first obtain his supervisor's permission before leaving the work place to attend such meeting and will advise the supervisor upon his return to active duty. In accordance with this understanding, it is agreed that:

- (a) the Steward in attendance during the grievance procedure and the grievor (except in cases of discharge or meetings held during a grievor's suspension) shall receive their regular pay for all regularly scheduled straight time working hours lost due to attendance at such grievance meetings with representatives of the Employer to a cumulative total maximum of two (2) regular hours, up to but not including attendance at the arbitration hearing;
- (b) Each employee member of the Employer-Employee Relations Committee shall receive his regular pay for

all regularly scheduled straight time working hours lost due to attendance at Employer-Employee Relations Committee meetings with representatives of the Employer that are scheduled during the employee's regularly scheduled working hours;

- (c) all other meetings, attended either during or outside of working hours shall be without pay, unless provided otherwise by law.

6.07 It is understood that the business representative of the Union shall be allowed to enter the Employer's premises to deal with the administration of the Agreement. Upon entering the Employer's premises, the Business Representative shall notify management and it is agreed that such visit shall not interfere with the Employer's operations.

6.08 The Employer agrees to notify the Union in the event of the dismissal of any employee.

ARTICLE 7 - NO STRIKES OR LOCK OUTS

- 7.01 The Union agrees that there will be no strike, picketing, slow down, boycotts, sympathy strikes, sit downs, walk outs, or stoppage of work, either complete or partial, or other collective action which will stop or interfere with the company's business of any nature for any reason whatsoever. Should any such action take place, the Union will repudiate forthwith and require its members to return to work. In addition, the company shall have such rights and recourse as the law may provide.
- 7.02 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.
- 7.03 It shall not be a violation of this Agreement for employees covered hereunder to refuse to cross a picket line where such crossing would result in a personal injury or damage to the vehicle.
- 7.04 The Union recognizes the right of the Employer to protect its business and the property of its customers.
- 7.05 Each party recognizing the rights of the other in this regard agrees that the Union will notify the Employer of any strike or picket line activity and that the Employer will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Employer, its employees or the Union.
- 7.06 In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Employer and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within three (3) calendar days the employee may proceed with the grievance procedure within three (3) calendar days following the decision of the immediate supervisor. Immediate supervisor for the purposes of this Collective Agreement means the first level of supervision outside of the bargaining unit.
- 8.03 The grievance of the employee properly arising under this Agreement must be adjusted and settled as follows:

Step No. 1

The employee must submit a written grievance, signed and dated by the employee, to his immediate supervisor. The nature of the grievance, the specific remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The immediate supervisor will deliver his decision in writing within three (3) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within three (3) calendar days following the decision under Step No. 1, the employee must submit the written grievance to the Manager or his designate. Within three (3) calendar days of the receipt of the grievance by the Employer, (or the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. This meeting shall not be held until the Business Agent or designate is available. The grievor must be present at this meeting (in a group grievance, a representative grievor must be present), unless the grievor is hospitalized and it is impractical to delay the meeting until the grievor is available. Trip sheets, time cards and disciplinary records that are relevant to the grievance shall be available during the meeting. A decision in writing shall be delivered by the party receiving the grievance within five (5) calendar days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply at Step No. 2 is given. If no written request for arbitration is received within such ten (10) calendar days period, the grievance must be deemed to have been abandoned.

8.04

Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within five (5) calendar days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 2 within ten (10) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph shall not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could

himself institute and the regular grievance procedure shall not be thereby bypassed. A Policy Grievance will not result in a compensatory remedy with the exception of a remedy pursuant to Article 4 or 7.

8.05 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed his probationary period must be reduced to writing and originated under Step No. 2 within five (5) calendar days of the employee being notified of his discharge. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee. Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer. The parties agree that the discipline or dismissal of a probationary employee as noted herein does not constitute a difference between the parties and is therefore not subject to the grievance and arbitration procedures.

8.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union shall be in writing and shall be final and binding upon the Employer and the Union and the employee or employees involved.

8.07 No Union representative or Steward may solicit grievances from employees during the course of their normal duties.

8.08 All monetary grievances that are mutually agreed upon shall be paid within two (2) pay periods of such agreement by separate cheque.

8.09 The Employer will endeavour to provide written reprimands within fourteen (14) calendar days of the Employer becoming aware of the circumstances,

unless more time is needed to investigate, in which case the Union shall be notified and the time extended accordingly.

- 8.10 Disciplinary written warnings, and/or disciplinary suspensions placed on an employee's file after February 1, 1999 shall be removed from the employee's file four **(4)** years from the date of the disciplinary letter and/or disciplinary suspension provided the employee has no other disciplinary measures placed on the employee's file during the 4 year period.

ARTICLE 9 - ARBITRATION

- 9.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a Nominee. Within five (5) calendar days thereafter, the other party shall name a Nominee provided however, that if such party fails to name a Nominee as herein required, the Ministry of Labour shall have power to effect such appointment upon application thereto upon the party invoking the arbitration procedure. The two Nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Ministry of Labour to appoint a Chairperson. At the option of either party, a sole Arbitrator may be substituted for a Board of Arbitration. In the event of such mutual agreement, the parties shall exchange names of potential Chairpersons in an effort to reach agreement within a period of fourteen (14) calendar days. If such agreement is not forthcoming within such time limit they shall then request the Ministry of Labour to appoint a Chairperson.
- 9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions, or to render any decisions inconsistent with the terms and provisions of this Agreement. The function and purpose of the arbitrator is to

determine disputed interpretation of the express terms of this Agreement, or to determine disputed facts upon which the application of those express terms depend. An arbitrator shall not have authority nor shall he or she consider it his or her function to include the decision of any issue not submitted. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidenced to the extent that it does not restrict the terms of this Agreement and an arbitrator shall not have jurisdiction to determine that the parties by practice or implication have amended or supplemented any of the written terms of this Agreement.

- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.06 Each of the parties hereto will bear the expense of the Nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.07 The time limits set out in both the grievance and arbitration procedures herein are exclusive of Saturdays, Sundays, plant shut-downs, and paid holidays. Such time limits are mandatory and the failure to comply strictly with such time limits except by the written agreement of the parties shall result in:
- (a) if the grievance has not been processed by the Employer within the prescribed time limit, the grievance may be advanced to the next step by the grievor (or the Union in the case of a policy grievance) within the time limit as prescribed;
 - (b) if the grievance has not been processed by the grievor in accordance with all of the time limits prescribed, the grievance must be deemed to have been settled and/or

abandoned and the parties agree that the arbitrator has no jurisdiction to extend the time limits pursuant to the Collective Agreement and that there is no difference between the parties with respect to this issue.

- 9.08 The Board of Arbitration shall not have the power to substitute its judgment for that of the Employer on any issue involving the exercise of discretion by the Employer under the terms of this Agreement, however an Arbitrator shall have the power to vary or set aside discipline imposed.
- 9.09 An employee is entitled to Union representation in the form of a Steward or designated alternate Steward at all stages of the grievance/arbitration procedures if he asks for it.

ARTICLE 10 - SENIORITY

- 10.01 An employee will be considered on probation until after he has completed ninety (90) calendar days of employment in the bargaining unit since the last date of hire into the bargaining unit. If the Employer decides to terminate an employee at any time during the employee's probationary period for any reason whatsoever, such action by the Employer shall not be subject to the grievance or arbitration procedures and does not constitute a difference between the parties.
- 10.02 Upon successful completion of such probationary period, the employee's name will be placed on the seniority list and credit shall be given since the date of last hire. Seniority rights as created by this Agreement, exist only to the extent expressed herein and do not survive beyond the terms of this Agreement. Seniority shall not prohibit the Employer from discontinuing its operation, in whole or in part. It will also not prohibit the Employer from discontinuing a job classification or rearranging duties within a classification. The purpose of seniority is to provide a policy governing work preference, layoffs, and recalls. It is understood and agreed that each Terminal will have two (2) seniority lists, one seniority for the Drivers at that Terminal; and one seniority list for the Maintenance Employees at that Terminal.
- 10.03 In January of each year and every three (3) months thereafter, the Employer shall prepare and post seniority lists of all regular employees showing the employee's seniority according to the records of the Employer, a copy of such list will be sent to the Union Business Representative. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing within fifteen (15) calendar days from the current date of posting. The initial seniority list at Ingersoll will be prepared and posted by December 15, 2004. The initial seniority list

at Whitby will be prepared and posted by February 1, 2005.

10.04 Loss of Seniority and Employment Rights

An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) quits, resigns, or is discharged and such discharge is not reversed through the grievance and arbitration process;
- (b) has been laid off for the length of employee's seniority, or twelve (12) calendar months, whichever is less, and it is understood and agreed that there is no responsibility or obligation for re-employment of probationary employees who are laid off during the probationary period;
- (c) is absent for any reason (other than vacation or approved leave of absence pursuant to this Collective Agreement) for a period of the employee's length of seniority or twelve (12) calendar months, whichever is less;
- (d) is absent from scheduled work for two (2) or more consecutive scheduled work days without providing a reason that in the Employer's opinion is satisfactory;
- (e) fails to return to work upon the expiration of a leave of absence, or, utilizes a leave of absence for a purpose other than that for which it was granted;
- (f) fails upon being notified of a recall to signify his intention to return within forty-eight (48) hours after he has received a notice of recall and fails to report to work within five (5) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to

do this, the Employer will not be responsible for failure to notify.

(g) reaches age 65 or retires earlier.

10.05 Retention of Seniority after Promotion

Employees promoted to a position outside the bargaining unit will continue to accrue seniority for up to five (5) months from the date of such promotion. If the employee returns to the bargaining unit within 5 months, their seniority shall continue unbroken. Following 150 days outside the bargaining unit, the employee shall lose all seniority. This Article shall be applied only once for any employee during the term of this Agreement. It is understood and agreed that from the date of such promotion, such employee forfeits any and all recourse to the grievance and arbitration procedures.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 This provision only applies to layoffs of ten (10) scheduled shifts or longer. For the purpose of layoff and recall to employment, seniority shall be defined as continuous service with the Employer since the last date of hire into the bargaining unit inclusive of vacations.
- 11.02 When the Employer decides that a layoff is necessary in any classification or a recall to a position in any classification is available, the following factors shall be considered:
- (a) skill, ability, experience, competence, and qualifications;
 - (b) seniority within the classification.
- When, in the judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern.
- 11.03 In the event of a layoff, it is understood and agreed that it is in all of the parties best interest to retain the best possible work force available. The Employer's decision as to which employee to retain therefore will be governed by the above noted provisions and it is expressly understood and agreed that there will be no bumping amongst members of the bargaining unit from one seniority list to the other. For purposes of clarity, it is understood that seniority will only be exercised on a Terminal by Terminal basis within the Terminal and at each Terminal there will be no bumping amongst members of the bargaining unit from one seniority list to the other.
- 11.04 In the event of a layoff or termination of employment, the final pay will be made available within two (2) pay periods.
- 11.05 Any employee laid off for a period of longer than ten (10) scheduled shifts, shall receive all his accrued vacation pay upon request.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave

The Employer may grant a leave of absence without pay for a period of thirty (30) days or less to any employee who has successfully completed the probationary period for legitimate personal reasons provided the employee can be spared having due regard for the proper and efficient operation of the Employer and the needs of the Employer. Any personal leave of absence granted hereunder must not exceed thirty (30) calendar days. Application for such leave shall be made in writing to the Employer with a copy sent by the employee to the Union, as far in advance as possible, but in any event at least four (4) weeks prior to commencement of the leave. The four (4) week period will be waived in circumstances where such notice in advance would in the circumstances be impossible. The employee will accumulate service and seniority during such leave.

12.02 Child Care Leave

Child care leave will be granted in accordance with the provisions of the *Canada Labour Code*.

12.03 Bereavement Leave

- (a) Every employee who has completed three (3) consecutive months of continuous employment with the Employer is entitled to bereavement leave as follows: In the case of death of a spouse, common-law spouse, mother, father, children, sisters, brothers, father-in-law and mother-in-law (the "immediate family"), of an employee covered by this Agreement, the employee will be protected against loss of his regular straight time hourly pay for scheduled work up to a maximum of three (3) consecutive days prior to and inclusive of the day of the funeral. If the employee requires additional unpaid time off, up to twenty-five (25) days, the Employer will grant the request.

- (b) Every employee who has completed three (3) consec-

utive months of continuous employment with the Employer is entitled to payment for loss of regular straight time hourly pay for scheduled work on the day of the funeral in the event of the death of Grandmother, Grandfather, Grandchildren.

12.04 Jury Duty

If an employee is required to serve as a juror in any court of law, or is subpoenaed to attend a court of law as a crown witness, the employee shall be protected against loss of regular straight time pay for scheduled hours to a maximum of eight (8) hours per day, provided that the employee:

- (a) Notifies the Employer immediately on an employee's notification that he will be required to attend court in either capacity;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

12.05 Union Leave

Leave of absence for union business may be granted without pay up to an aggregate maximum for all employees of ten (10) days during each calendar year provided that such leave does not interfere with the continuance of efficient operations of the Employer and does not interfere with the proper care of the Employer's business and recipients thereof. Such leave shall be subject to the following conditions:

- (a) Not more than two employees are to be absent on such leave at any given time;
- (b) No one such leave of absence shall extend beyond five (5) working days;

- (c) A request must be made in writing and approved by the Employer at least four **(4)** weeks prior to the commencement of the function for which the leave is requested;
- (d) Such request shall state the general nature of the function to be attended as well as the dates subject to the request.

12.06 Effect of Leave of Absence

In the event of an employee's absence without pay for any reason including layoff, the Employer will continue the employee's benefit premiums for the balance of the month in which the absence begins. Thereafter, the employee is responsible for full payment of all employee benefits in which the employee is participating. The employee may arrange with the Employer to prepay to the Employer the full premium of such employee benefits during the absence to ensure the employee's continued coverage.

ARTICLE 13 - PAID HOLIDAYS

13.01 (a) The Employer agrees to recognize the following holidays subject to all qualifiers set out in the Canada Labour Code:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
*Civic Holiday	

*Recognized by agreement of the parties as a designated replacement for Remembrance Day pursuant to the Canada Labour Code.

- (b) Each calendar year, the Employer will recognize one float holiday for each employee in the bargaining unit who has completed twenty-four (24) months of consecutive service with the Employer since their last date of hire. Such day shall not be considered a premium day and in the event an employee is required to work on an otherwise scheduled float holiday, the employee will receive normal regular straight time pay for the hours worked and an alternate date will be scheduled by mutual agreement of the parties. The scheduling of the float day shall be by mutual agreement of the parties having regard to the proper coverage for service and customers.
- (c) In accordance with the provisions of the Canada Labour Code, employees assigned to International bid runs shall observe certain statutory holidays in the United States in lieu of the comparable Canadian holidays listed above, provided the total paid holidays does not exceed nine (9). Specifically, Thanksgiving, Victoria Day, Canada Day, and the Civic Holiday will be observed on other days.

- 13.02 The exact dates upon which each of the above-noted holidays will be scheduled and recognized to the extent that such days differ from the actual day, will be subject to employees being notified as far in advance as possible, but no less than one week's notice. The day so designated will then take the place of the actual day. The parties agree to this arrangement in accordance with the terms of the Canada Labour Code.
- 13.03 If any employee is required to work on one of these holidays as designated, he will be paid in accordance with the Canada Labour Code.
- 13.04 Employees on vacation when a holiday occurs and who would otherwise have qualified for the holiday will receive an extra day of paid vacation.

ARTICLE 14 - VACATIONS

- 14.01 Employees working for the Employer shall be entitled to vacation days computed on the following basis as of the employee's anniversary date in each year:
- (a) employees who have completed one (1) or more years of continuous service but less than five (5) years of continuous service as of the employee's anniversary date, shall be entitled to an annual vacation two (2) weeks:
 - (b) employees who have completed five (5) or more years of continuous service as of the employee's anniversary date shall be entitled to an annual vacation of three (3) weeks;
 - (c) effective in 2005, employees who have completed fifteen (15) or more years of continuous service as of the employee's anniversary date shall be entitled to an annual vacation of four (4) weeks.
- 14.02 Vacation shall not be accumulative from year to year. It shall be compulsory for all employees to take their vacations, and they must be taken in the current calendar year.
- 14.03 (a) Vacation pay shall be based upon the employee's regular hourly rate at the end of the vacation year and shall be paid at the rate of four (4) percent of total wages paid to the employee during the vacation year for employees with less than five (5) years of continuous service as of the employee's anniversary date, and at the rate of six (6) percent of total wages paid to the employee during the vacation year for employees who have completed five (5) or more years of continuous service as of the employee's anniversary date, and at the rate of eight (8) percent of total wages paid to the employee during the vacation year for employees who have completed fifteen (15) or more years of continuous

service as of the employee's anniversary date. "Total wages" excludes fringe benefits, discretionary bonuses, expenses, travel allowances and previous years vacation pay. Vacation pay shall be paid by the Employer to the employee on the first full pay period in July of each year. Effective January 1, 1999 vacation pay shall be paid by the Employer to the employee on the pay date prior to the employee taking vacation. Vacation pay shall be paid in minimum blocks of one week.

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

14.04 The Employer shall schedule vacations in accordance with the following guidelines:

- (a) the Employer shall make the sole determination as to the number of employees that can be absent on vacation at any one time;
- (b) Employees must submit their choice of vacation by no later than March 1st of each year for all vacation requests falling between April 1 and September 30. Employees must submit their choice of vacation by no later than September 1 of each year for all vacation requests falling between October 1 and March 31.
- (c) Vacation lists shall be finalized and posted by no later than March 15 of each year for vacations falling between April 1 and September 30, and September 15 of each year for vacations falling between October 1 and March 31.

- (d) the time of vacation for each employee each year will be mutually arranged between the employee and the Employer, taking into account proper coverage for servicing our customers;
- (e) if there is a dispute over vacation days between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request was submitted in accordance with the requirements of the Collective Agreement;
- (f) in addition, should the parties be unable to mutually agree upon the time for taking vacations by April 1st in any year, the decision will be that of the Employer;
- (g) vacation must be completed by the following anniversary date and must be taken in increments of at least one (1) week or in the case of employees with less than one (1) week's vacation entitlement all vacation must be taken at one time.
- (h) Notwithstanding all of the above, the vacation period must be scheduled during the plant shut-down each year with the exception of any needs the Employer may require to schedule during this period. The plant shut-down shall be observed as follows:

2003
2004
2005
2006
2007
- (i) Any request for a change in vacation once the schedule has been set must be made to the Employer in writing fifteen (15) calendar days prior to the requested change. Such changes shall be granted at the sole discretion of the Employer.

ARTICLE 15 - HOURS OF WORK

15.01 (a) The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement, nor shall any of the following provisions be construed as a guarantee of work.

Mechanics and Tire Man

(b) (i) For all mechanics and the tire man, the standard hours of work shall be eight (8) hours per day and forty (40) hours per week. The scheduling of shifts, starting and stopping times shall be determined by the Employer to meet varying production demands. An employee will receive one and one-half (1-1/2) times the regular hourly rate for every hour worked in excess of forty (40) in one payroll week, or in excess of eight (8) in one work day. Employees in these categories will receive a thirty (30) minute unpaid lunch break. There shall be no pyramiding of overtime or premium pay. The Employer reserves the right to schedule the work, including, where necessary, overtime and to assign employees to perform such work as the Employer, in its sole discretion deems necessary. When overtime over forty-eight (48) hours per week is needed, management will ask for volunteers from the top of the seniority list and the category in which it is required. If there are insufficient volunteers, the Employer will have the right to select employees for overtime from the bottom of the seniority list up. When Saturday work is required for Mechanics and is an overtime situation, management will ask for qualified volunteers from the top of the seniority list in the category in which it is required. If there are insufficient qualified volunteers, the Employer will have the right to select qualified employees in the category required from the bottom of the seniority list up.

(ii) Notwithstanding Article 15.01(b)(i) employees in the category of Mechanics, Wash Bay, Tire man and Stock Room employees at the Ingersoll Terminal may be assigned to work various shifts including eight (8) hour shifts Monday through Friday, ten (10) hour shifts Monday through Thursday, and twelve (12) hour shifts on Friday, Saturday and Sunday. For employees assigned to the twelve (12) hour shifts on Friday, Saturday and Sunday, the employee shall work on a shift rotation and in the course of the 12-hour shift shall receive one thirty (30) minute paid lunch break and three (3) fifteen-minute paid breaks. The employee assigned to the 12-hour shift schedule shall be paid for forty (40) hours each week provided the employee actually works the full thirty-six (36) hours. In the event the employee does not work the full 36 hours, the employee will only be paid for those hours actually worked.

It is understood that employees may be assigned on a rotational basis to work five (5) eight-hour shifts one week and four (4) ten-hour shifts the next week.

(iii) Notwithstanding Article 15.01(b)(i), employees in the category of Mechanics at the Whitby Terminal may be assigned to work various shifts in order to meet the needs of the Employer. Such shift assignment may include twelve (12) hour shifts and in such cases, three 12-hour shifts is deemed to constitute a week's work. Such employees will be provided with a one-half (1/2) hour unpaid lunch break in addition to the 12-hour shift, as well as 2 fifteen (15) minute coffee breaks in the course of the 12-hour shift. Employees assigned to the 12-hour shift schedule shall be paid for forty (40) hours each week provided the employee actually works the full thirty-six (36) hours. In the event the employee does not work the full 36 hours, the employee will only be paid for those hours actually worked.

Notwithstanding Article 15.02(b)(i), employees in the category of Garage Helpers at the Whitby Terminal may be assigned to work eight (8) hour shifts Monday through Friday, or 3 twelve (12) hour shifts as assigned by the Employer. For employees assigned to the 12-hour shifts, the employee shall work on a shift rotation and shall receive one thirty (30) minute unpaid lunch break in addition to the 12-hour shift, plus 2 paid fifteen (15) minute coffee breaks in the course of the 12-hour shift. The employee assigned to the 12-hour shift schedule shall be paid for 40 hours each week provided the employee actually works the full 36 hours. In the event the employee does not work the full 36 hours, the employee will only be paid for those hours actually worked.

Highway Drivers

- (c) The hours of work and overtime regulations of the Canada Labour Code shall apply to all driver employees other than shuttle drivers. It is understood and agreed by way of clarification that drivers shall receive one and one-half (1-1/2) times their regular rate for all hours worked after sixty (60) hours per week with the week beginning on Sunday. It is also understood and agreed that all driver employees shall be available for all hours throughout the week, however it is agreed that drivers may refuse loads when the driver reaches fifty-six (56) hours in the week and/or twenty-five hundred and fifty (2,550) miles in the week. Drivers must give notice by 5:00 p.m. the previous day or at the end of the shift. It is also understood and agreed that 3,000 miles equals 60 hours of work. Effective January 1, 1999 it is also understood and agreed that twenty-seven hundred and fifty (2,750) miles equal 60 hours of work.

Shuttle Drivers

- (d) Shuttle drivers shall be governed by the terms of the Canada Labour Code. For purposes of clarity overtime rates shall only apply to hours in excess of nine (9) hours per day and forty-five (45) in one week.

15.02 All employees shall report to work at the beginning of their designated shift, to be determined by the Employer. Any deviations from the regular schedule will be communicated to the employee as soon as possible. There will be no minimum or maximum guaranteed number of hours.

Hourly Drivers and Maintenance

15.03 Break Periods: All employees will be allowed two (2) fifteen (15) minute breaks each day. The scheduling of breaks will be at such time as to least interfere with production, with one in the first four (4) hours of the work day and one in the second four (4) hours of the work day whenever possible. In the event of overtime of more than one hour, a fifteen (15) minute break shall be scheduled at the beginning of the overtime period.

15.04 Pay Periods

- (a) Effective the first possible pay period before January 31, 2003, the pay period shall be weekly. The Employer reserves the right to change to a bi-weekly pay period and also reserves the right to alter its method of payment to a direct deposit bank system for all employees. In the event the Employer changes to a bi-weekly pay period three (3) clear months (90 days) notice shall be given to the employee. At the time that an employee receives his/her pay cheque, the Employer shall not retain possession of more than two (2) weeks accrued wages, except by agreement with the employees expressed, if necessary, by a majority vote of the employees affected. The employee shall notify the Employer of the Bank for deposit purposes is such change is made.
- (b) Shortages of less than \$50 (Fifty Dollars) will be paid the following pay period when brought to the attention of the Employer. Shortages of \$50 or more will be paid immediately.

15.05 Any employee reporting for a scheduled shift assignment will be guaranteed four (4) hours work, or if no work is available anywhere within fifty (50) miles of the employee's home terminal at the discretion of the Employer, will be paid four **(4)** hours at the regular straight time hourly rate. This reporting allowance will not apply:

- (i) to safety meetings where employees shall be compensated in accordance with legislative requirements;
- (ii) if an employee has received prior notice not to report for work;
- (iii) where work is not available due to no electricity, fire, flood, weather conditions or any other act of God.

ARTICLE 16 - HEALTH & WELFARE

16.01 The Employer agrees to pay a percentage (as indicated below) of the present monthly billed premium of the various insurance plans set out below with the employee paying the balance through payroll deduction. Eligibility and entitlement under any of the following plans shall be subject to the terms and conditions of the plan and the requirements of the carrier as administered by the carrier. The Employer's only obligation under this provision is to pay the appropriate premiums under the various insurance plans.

16.02 (a) Group Life Insurance

The Employer agrees to pay 100 percent of the present monthly billed premium rate of a Group Life Insurance Plan for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan. Life insurance coverage pursuant to the above noted policy amounts to \$25,000 (Twenty-Five Thousand Dollars), (spouse - \$5,000 and child - \$2,500).

(b) Drug Plan

The Employer agrees to pay 100 percent of the present monthly billed premium of a drug plan for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the plan. The Plan shall be subject to a voluntary generic rider.

(c) Dental Plan

The Employer agrees to pay 100 percent of the present monthly billed premium rate of a dental plan for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan. Each claim is subject to a co-insurance with the claim being paid 80 percent by the Plan and 20 percent by the employee. The maximum annual benefit pursuant to the terms of the Plan shall not

exceed \$1,250 (One Thousand, Two Hundred Fifty Dollars) per person. The following O.D.A. Fee Schedule shall be effective on the following dates:

Effective January 1, 2004 - 2002 O.D.A. Fee Schedule
Effective January 1, 2005 - 2003 O.D.A. Fee Schedule
Effective January 1, 2006 - 2004 O.D.A. Fee Schedule
Effective January 1, 2007 - 2005 O.D.A. Fee Schedule
Effective January 1, 2008 - 2006 O.D.A. Fee Schedule
Effective January 1, 2009 - 2007 O.D.A. Fee Schedule
Effective January 1, 2010 - 2008 O.D.A. Fee Schedule

(d) Weekly Indemnity

The Employer agrees to pay 100 percent of the present monthly billed premium rate for a weekly indemnity plan for each full time employee in the active employ of the Employer, eligible for coverage subject to the terms and conditions of the plan.

(e) Long Term Disability

The Employer agrees to pay 100 percent of the present monthly billed premium rate for a long term disability plan for each full time employee in the active employ of the Employer, eligible for coverage subject to the terms and conditions of the plan. The maximum coverage period shall be up to sixty (60) months, not beyond age 65.

(f) Vision Care

The Employer agrees to pay 100 percent of the present monthly billed premium of a vision care plan providing \$200 (Two Hundred Dollars) every twenty-four (24) months for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the plan.

(g) Registered Pension Plan

Following one year of service, each eligible full time employee is entitled to contribute up to ten (10) percent of the employee's gross salary per calendar year to the

Registered Pension Plan. For employees with more than one year continuous service but less than three (3) years continuous service, the Employer will match the employee's contribution up to 1.5 percent of gross earnings. For employees who have been employed for three (3) years of continuous service but less than five (5) years of continuous service, the Employer will match the employee's contribution up to a maximum of 2 percent of gross earnings. For employees with five (5) years or more of continuous service, the Employer will match the employee's contribution up to a maximum of 2.5 percent of gross salary. Effective January 2007 this category shall be at 2.75 percent. Effective January 2008, this category shall be at 3 percent. Effective January 2009, this category shall be at 3.25 percent. Effective January 2010, this category shall be at 3.5 percent. No employee will be allowed to withdraw any monies from the Registered Pension Plan while employed by the Company. Such withdrawal will only be allowed following an employee's resignation or in the event of termination that is not reversed through the grievance and arbitration process.

16.03 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred by each plan are not in total decreased.

16.04 The Employer is relieved of its responsibility for premium payments in circumstances where the employee is absent in accordance with the Effect of Leave of Absence provision, Article 12.06.

ARTICLE 17 - HEALTH & SAFETY

- 17.01 The Employer agrees to establish a Health & Safety Committee with equal representation from the Employer and the Union, this will include driver representation.
- 17.02 The Health & Safety Committee will meet during regular working hours once per month to review safety and health matters of mutual concern. The Committee will make periodic tours of the terminal for safety inspections. In the event the terminal tour is to be conducted by an Industrial Safety Officer from the Ministry of Labour, one Union Committee member will accompany the Officer on the tour.
- 17.03 The Employer shall continue to make reasonable provisions for the health and safety of its employees in accordance with the Health & Safety Code during the hours of their employment. The programme of the Safety Committee shall have the support of the Union and the Committee and will welcome the suggestions with regard to the safety of the employees.
- 17.04 The Employer agrees to provide a separate bulletin board for health and safety matters and the minutes from the monthly health and safety meetings exclusively.
- 17.05 The Employer will provide protective devices and apparel should the need warrant under the Health & Safety Code.
- 17.06 The Employer agrees to pay employees at their regular shift rate for time spent in monthly Health and Safety Committee meetings in accordance with the legislative requirements.
- 17.07 Medical Examinations
- (a) Where an employee feels he has been adversely affected by a medical examination required by the Employer, he may be re-examined by a physician of

his/her own choice at his/her expense. Where the result of the examination is in dispute or question, the employee may proceed with the grievance procedure Step No. 2.

- (b) In the case of a workplace accident during working hours, the Employer agrees to supply transportation to and from the Hospital or family physician, and to the employee's home if necessary, and the Employer will pay the employee's normal wages as required by the Workers' Compensation Act.
- (c) A Doctor's note that is satisfactory to the Employer may be required after any absence but in any event must be produced on the first shift back to work after an absence of three (3) or more days. In the event a Doctor's certificate is required for absences less than three (3) days, the employee will be notified prior to his return to work.

17.08 First Aid

The Employer agrees that persons with current first aid certificates will be posted on the health & safety bulletin board.

17.09 The Employer agrees to provide a Certificate First Aid Course to at least four (4) employees, on a volunteer basis, in each year of this Agreement. This programme will be paid by the Employer.

17.10 The Employer agrees to comply with the Workers' Compensation Act.

17.11 The Employer agrees to supply basic first aid supplies on the premises both in the Driver Room and the Maintenance Shop.

17.12 It is understood and agreed that driver members of the Health and Safety Committee may be scheduled to work on the day of the meeting immediately before or after the safety meeting.

ARTICLE 18 - WAGES AND MISCELLANEOUS

- 18.01 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the wage rates set out in Schedule "A" are attached hereto and forms part of this Agreement.
- 18.02 Bulletin Boards
The Employer agrees to permit posting any notices of Union meetings or functions on an enclosed bulletin board conspicuously placed and provided for that purpose, provided they are authorized and signed by an officer of the local Union.
- 18.03 The Employer will provide training to employees on the paper work and procedures for border crossing and log books. This training time is to be paid at the regular hourly rate of pay and is mandatory.
- 18.04 The Employer will continue to provide coveralls and lockers to the maintenance employees in accordance with its practice.
- 18.05 The Employer shall provide two (2) pairs of gloves and two (2) raincoats for use by employees when required to work in the terminal yard, or other shunt operations in inclement weather.

ARTICLE 19 - TRUCK DRIVERS

- 19.01 It is a mutual advantage to both the Employer and the employees, that employees should not operate vehicles which are not in safe operating condition, and not equipped with the safety appliance as required by law.
- 19.02 (a) It shall be the duty of the Employer to maintain all vehicles in safe operating condition, in accordance with the Department of Transportation regulations. The maintenance of equipment in the sound operating condition is the responsibility of the Management.
- (b) It shall be the duty of the employees to report promptly to the Employer all defects in writing on a form provided by the Employer made available to all drivers.
- (c) The Employer has the repair personnel come to wherever the vehicle is located to do the repairs deemed necessary depending on the severity of the defect.
- 19.03 (a) Dispatch must give a driver two (2) hours maximum call-in notice.
- (b) Drivers must be advised of start time when called.
- 19.04 (a) It is understood and agreed as a prerequisite to this provision that Highway Drivers must be available for all hours throughout the week as assigned by the Employer.
- (b) It is agreed for the purpose of scheduling that Sunday is day 1 of the week.
- (c) Requests to book off Sunday night must be received by no later than 6:00 p.m. Friday. Such request may be granted but is subject to the needs of the Employer to have sufficient personnel available to meet the Employer's needs.

(d) This provision does not apply to employees on bid runs.

19.05 Employees on highway operations off duty at their home terminal will not be considered available for work until they have been off duty for twelve (12) hours. They will be allowed two (2) hours without pay to report for work. Each driver, upon being contacted by the Employer shall be advised of his/her starting time.

19.06 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.

19.07 (a) Passengers

No Driver shall be permitted to allow anyone to ride in his/her truck, except:

(i) Employees of the Employer who are on duty. In the event of cross-border situations, the additional employee must have clearance for cross-border fast approved loads.

(ii) The employee's spouse or child as permitted with the prior written approval of the Employer, Saturdays, Sundays and paid holidays only. This shall not be applicable to cross-border fast approved loads.

(b) Expenses

When a Driver has reasonable out of pocket expenses, including reasonable expenses for out of pocket costs for a room where a lay over is required and no sleeper cab is provided, the Driver shall be reimbursed in the currency applicable to the receipt submitted the following work day after returning to the dispatch office. Reimbursement requires handing in of receipts.

19.08 Hold Over Pay

In the event a Driver is held over, the Driver shall be

paid eight (8) hours pay at his regular straight time hourly rate per every twenty-four (24) hours of hold over. Such pay does not accumulate for the purpose of overtime, and does not count towards the Driver's hours for the week.

- 19.09 In the event of a breakdown on the highway in excess of two (2) hours, Highway Drivers shall be paid the hourly rate for breakdown hours in excess of two (2) hours.
- 19.10 It is understood and agreed that dispatch for drivers assigned to non-bid runs shall continue in accordance with past practice

ARTICLE 20 - ANNUAL JOB BIDS - DRIVERS

20.01 (a) A determination of the runs to be bid at any given time shall be determined by the Employer in its sole discretion.

(b)(i) For the purposes of a job bid on runs designated by the Employer as per (a) above, it is understood that bid runs may be established for:

- Cami Business
- International Business
- Intra Ontario Business

It is understood that employees hired for and/or assigned to Cami Business are the only employees eligible to bid on bid runs for Cami Business. It is also understood and agreed that employees hired for or assigned to International Business are the only employees eligible to bid on bid runs for International Business. It is also understood and agreed that employees hired for or assigned to Intra Ontario Business are the only employees eligible to bid on bid runs for Intra Ontario Business.

(ii) For the purposes of a job bid on runs designated by the Employer as per (a) above, it is understood and agreed that at Whitby, bid runs may be established for:

- Inter-Provincial Business/Provincial Business
- International Business

It is understood and agreed that employees hired for and/or assigned to Inter-Provincial/Provincial Business are the only employees eligible to bid on these runs. It is also understood and agreed that employees hired for and/or assigned to International Business are the only employees eligible to bid on these runs.

(iii) Such bids shall take place annually and shall give

drivers in their appropriate category, the opportunity to bid on runs in their category that may be made available from year to year.

- (c) The job bid shall be posted two (2) weeks before the annual shut down and shall be posted for seven (7) days. The posting shall identify the runs subject to the bid and the shift starting times. Each eligible employee shall sign the bid and indicate his/her preference. The new bid shall take effect following the annual shut down. The results shall be posted seven (7) days prior to the change and the local Union's area office will be given a copy. The appropriate shop steward will have the authority to sign on behalf of any employee who is absent at the time of the posting but who will be available for work when the new bid takes effect. The shift start times as posted are subject to change to meet the needs of the Company and its customers. Affected employees will be given as much advance notice as possible of such change. Notwithstanding the above-noted paragraph, the Company reserves the right to create bid runs at times other than the annual shut down period in the event of new or changed business. In such event, the job bid shall be posted for seven (7) days and shall identify the runs subject to the bid and the shift starting times. Each eligible employee shall sign the bid and indicate his/her preference. The results shall be posted 7 days prior to the change and the Local Union's Area Office will be given a copy. The appropriate shop steward will have the authority to sign on behalf of any eligible employee who was absent at the time of the posting but who will be available for work when the new bid takes effect, and who is eligible for the bid. The shift start times as posted are subject to change to meet the needs of the Company and its customers. Affected employees will be given as much advance notice as possible of such change.

- (d) The Company reserves the right to cancel a bid run at any time during the year. The Company also reserves the right to change drivers at any time following ten (10) days from the bid taking effect, however prior to the change the Company will notify the Union with respect to the reasons for the change.

ARTICLE 21 - MAINTENANCE DEPARTMENT

21.01 (a) This provision shall not be construed as a guarantee of any particular shift. The Employer reserves the right to add, subtract or change shifts to meet the needs of the business. The Employer also reserves the right to ensure that qualified personnel are assigned to each shift to meet the Employer's needs. The Employer shall make the sole determination as to the qualifications necessary for each shift and which personnel most appropriately fulfil those qualifications.

(b) Subject to the provisions of Article 15.01(b)(ii) and subject to the prerequisite in (a) above, the Employer is prepared to give personnel in the maintenance department preference for shifts in accordance with their seniority. Accordingly, available shifts shall be posted two (2) weeks before the annual shut down and shall be posted for seven (7) days. Each employee shall signify his/her preference. The results shall be reviewed and finalized in accordance with the prerequisites in (a), followed by seniority considerations and posted seven (7) days prior to the change with a copy to the Union's area office. In the event a change is necessary during the course of the year, affected employees will be given as much advance notice as possible.

21.02 (a) In the event that a new position is created after the time period set out in 21.01(b) or a vacancy exists after the time period set out in 21.01(b) due to an employee leaving the Company, a notice shall be posted for seven (7) calendar days in the Maintenance Department.

(b) In assessing the Applicants, the Employer shall consider the following factors:

(i) skill, ability, experience, competence and qualifications;

(ii) seniority with the Employer.

When, in the judgment of the Employer, the factors in (i) are relatively equal and considering the factors in Article 21.01 (a), seniority shall govern.

- (c) The Employer shall be responsible for one posting only. If the position is filled from within the Maintenance Department, the Employer shall fill any subsequent vacancies as a result of this procedure at its discretion.
- (d) The Employer will provide the Union office with a copy of all job postings.

21.03 Tool Insurance

- (a) Effective ninety (90) days following ratification, the Employer shall pay 100 percent of the present monthly billed premium rate for tool insurance for mechanics. Such coverage shall be subject to a deductible of \$250 (Two Hundred Fifty Dollars) which the employee shall be responsible to pay.
- (b) A loss in excess of \$250 (Two Hundred Fifty Dollars) shall be subject to a proper claim provided:
 - (i) at the beginning of each calendar year the employee provides to the Employer an inventory of tools noting the specific make and value of each tool. Such inventory and value to be verified by the Employer. For the purpose of this first Collective Agreement, such inventory shall be provided within the ninety (90) day period noted above.
 - (ii) The loss is as a result of a proven theft from the Employer's premises or a loss due to fire.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall remain in effect to and including September 30, 2010. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.

DATED AT *Essex* this *15* day of *February*, 2005.

VERSPEETEN CARTAGELTD.

CANADA COUNCIL OF TEAMSTERS
REPRESENTING TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS, LOCALS 879 AND LOCAL 938

[Signature]

Jim M. [Signature] 02-04-05

Wayne Gibson Feb 15, 05

Ray Lock Feb 15, 05

SCHEDULE A - WAGES

A.1 All Apprentices will be covered by the Collective Agreement and paid in accordance with the Ontario Apprentices Act. Apprentices shall be paid in each year of the Apprenticeship Programme the following rates:

	Current	<u>Jan. 1, 2005</u>	<u>Jan. 1, 2006</u>
Year I	\$13.81	\$14.15	\$14.42
Year II	\$14.28	\$14.64	\$14.91
Year III	\$16.45	\$16.86	\$17.18
Year IV	\$17.69	\$18.13	\$18.47

	<u>Jan 1, 2007</u>	<u>Jan. 1, 2008</u>	<u>Jan. 1, 2009</u>	<u>Jan 1, 2010</u>
Year 1	\$14.68	\$15.00	\$15.31	\$15.64
Year II	\$15.18	\$15.51	\$15.83	\$16.17
Year III	\$17.49	\$17.86	\$18.23	\$18.63
Year IV	\$18.81	\$19.21	\$19.61	\$20.03

A.2 Probationary rates for hourly employees shall be \$1 (One Dollar) less than the rates stated for the position. Probationary rates for mileage employees shall be \$.02 Cents less than the rates stated for such position.

A.3 When the Employer determines that a Lead Hand in the Maintenance Department is required, the Employer shall select the individual to perform as a lead hand. The Employer agrees to pay a premium of \$1 per hour above the rate for each hour worked. This premium shall not be included in calculating any overtime entitlement and shall not otherwise be pyramided with any other benefit.

A.4 Highway Drivers - Mileage
Mileages shall continue to be paid in accordance with P.C. Miller Practical Miles.

A.7	<u>Drivers - Hourly</u>	
	Current	\$17.11
	Effective January 1, 2005	\$17.75
	Effective January 1, 2006	\$18.25
	Effective January 1, 2007	\$18.75
	Effective January 1, 2008	\$19.35
	Effective January 1, 2009	\$19.95
	Effective January 1, 2010	\$20.60
A.8	<u>Maintenance Mechanics</u>	
	Class I - Truck Mechanic	
	Current	\$24.97
	Effective January 1, 2005	\$25.59
	Effective January 1, 2006	\$26.07
	Effective January 1, 2007	\$26.55
	Effective January 1, 2008	\$27.12
	Effective January 1, 2009	\$27.68
	Effective January 1, 2010	\$28.28
	Class II - Truck Mechanic	
	Current	\$22.99
	Effective January 1, 2005	\$23.56
	Effective January 1, 2006	\$24.01
	Effective January 1, 2007	\$24.44
	Effective January 1, 2008	\$24.97
	Effective January 1, 2009	\$25.48
	Effective January 1, 2010	\$26.04
	Class III - Trailer Mechanic	
	Current	\$22.64
	Effective January 1, 2005	\$23.20
	Effective January 1, 2006	\$23.64
	Effective January 1, 2007	\$24.07
	Effective January 1, 2008	\$24.59
	Effective January 1, 2009	\$25.09
	Effective January 1, 2010	\$25.64
A.9	For Mechanics and Stock Personnel only who are assigned to work eight (8) hour shifts Monday to Friday, a shift premium of \$.75 per hour for all hours worked	

shall be paid, where the majority of the hours in the shift fall between 7:00 p.m. and 7:00 a.m. Such premium shall not be pyramided with other premiums for the purpose of any overtime calculation nor will it be paid to any Lead Hand who may be designated during such hours.

A.10 Stock Room

Current	\$14.22
Effective January 1, 2005	\$14.57
Effective January 1, 2006	\$14.85
Effective January 1, 2007	\$15.12
Effective January 1, 2008	\$15.44
Effective January 1, 2009	\$15.76
Effective January 1, 2010	\$16.10

A.11 Washbay

Current	\$13.50
Effective January 1, 2005	\$13.84
Effective January 1, 2006	\$14.10
Effective January 1, 2007	\$14.35
Effective January 1, 2008	\$14.66
Effective January 1, 2009	\$14.96
Effective January 1, 2010	\$15.29

A.12 Tire Man

Current	\$15.30
Effective January 1, 2005	\$15.68
Effective January 1, 2006	\$15.98
Effective January 1, 2007	\$16.27
Effective January 1, 2008	\$16.61
Effective January 1, 2009	\$16.96
Effective January 1, 2010	\$17.33

A.13 Garage Helpers - Whitby

Current	\$15.00
Effective January 1, 2005	\$15.37
Effective January 1, 2006	\$15.66
Effective January 1, 2007	\$15.95
Effective January 1, 2008	\$16.29
Effective January 1, 2009	\$16.63
Effective January 1, 2010	\$16.99

A.14 Lead Parts Person/Garage Helper- Whitby

Current	\$17.00
Effective January 1, 2005	\$17.42
Effective January 1, 2006	\$17.75
Effective January 1, 2007	\$18.08
Effective January 1, 2008	\$18.46
Effective January 1, 2009	\$18.84
Effective January 1, 2010	\$19.25

A.15 Boot Allowance

The Employer will provide a boot allowance once per calendar year in the amount of \$150 (including tax) at a Boot Retailer of the Employer's choice, for employees who are classified as Mechanics, Tire Men, Washbay personnel and Stock Room personnel. Such employees may attend at the Boot Retailer once per year in order to utilize the credit provided at the Boot Retailer. It is also understood and agreed that such amount does not carry over into the following calendar year. Employees must be employed for twelve (12) calendar months to be eligible to utilize the credit provided at the Boot Retailer.

A.16 Tool Allowance

The Employer will provide up to \$300 per calendar year tool allowance to Mechanics subject to the following conditions:

- (a) the Mechanic is to provide a receipt for the tools purchased;
- (b) the tool that is purchased with this allowance must be a tool that is required by the Employer for use at the shop and must be a tool that the Employer does not currently provide;
- (c) there is no carry over from year to year of this allowance;
- (d) the allowance will only be paid if the Mechanic provides the inventory set out in Article 21.03(b)(i).
- (e) the Mechanic must be employed for twelve (12) calendar months to be eligible for the tool allowance.

Effective 2007 the tool allowance will be \$325.00

Effective 2009 the tool allowance will be \$340.00

**LETTER OF UNDERSTANDING - TO FORM PART OF THE
COLLECTIVE AGREEMENT**

Re: Closure of Tillsonburg Terminal

In the event the Employer decides to close the Terminal at Tillsonburg, the Union will receive prior notice. All employees employed at the Tillsonburg Terminal at the time of closure will be offered positions at Ingersoll. The employee's seniority will transfer to the Ingersoll Terminal with the employee and will appear on the next posted seniority list. Employees will be assigned to the same runs as they were assigned to at the Tillsonburg Terminal provided the work is available and is transferred to the Ingersoll Terminal. Former Tillsonburg employees will be the only employees able to bid on this work.

**LETTER OF UNDERSTANDING - TO FORM PART OF THE
COLLECTIVE AGREEMENT**

Re: Tillsonburg Drivers

Each driver currently employed in Tillsonburg will receive a payment of \$5,000 (Five Thousand Dollars) divided into 12 (twelve) equal payments commencing December 1, 2004. Employees must be employed each month to be eligible for such payment, except as below. In the event of a driver retiring during 2005, the driver will receive the balance of the \$5,000 on the retirement date in a lump sum.

Vern Rushinko will receive \$2,500 (Two Thousand, Five Hundred Dollars) lump sum.

All payments are subject to deductions required by law.

LETTER OF UNDERSTANDING- TO FORM PART OF THE COLLECTIVE AGREEMENT

Re: Employees who work for the Company on a Seasonal basis between approximately the months of October and March.

These individuals are to be considered casual employees and as such have no rights or benefits pursuant to any term of the Collective Agreement.

Such individuals shall however pay an amount equal to the monthly union dues in the same manner as outlined in Article 4.

Verspeeten.-2010.CA
@Col.Agr

