

# ***COLLECTIVE AGREEMENT***

between

***YRC REIMER***

(hereinafter referred to as the "Company")

and

***TEAMSTERS LOCAL UNION 938***

affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")

***Expiry Date: January 21, 2016***

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## **ARTICLE 1 - PREAMBLE AND RECOGNITION**

### **Section 1.1 – Union Recognition**

YRC Reimer does hereby recognize Teamsters Union Local 938 as the exclusive bargaining agent for certain employees employed by the Company at the Toronto and Oshawa terminals.

For the purpose of this Agreement YRC Reimer is referred to as the Company.

### **Section 1.2 – Scope of Bargaining Unit**

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

### **Section 1.3 – Effective Date**

It is further agreed that the effective date of the Collective Agreement shall be January 22, 2012 and that the term shall be from this date to January 21, 2016.

### **Section 1.4 – Date of Application**

The terms and conditions of this Agreement having been ratified by the employees employed by the Company shall be applied to operations commencing on January 22, 2012.

### **Section 1.5 – Intent and Purpose**

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations on the Industry, to establish and maintain a high degree of discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions which will render justice to all. The parties hereto desire to cooperate 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 1.6 – Section Headings**

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

## **ARTICLE 2 - UNION SECURITY**

### **Section 2.1 – Maintenance of Membership**

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

### **Section 2.2 – Union Dues Authorization**

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day 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 installments 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 (a) – Monthly Deduction of Union Dues

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

### Section 2.4 (b) – Deduction of Arrears Items

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

### Section 2.4 (c) – Check off Lists

The Union check off form may be:

- 1) a Union provided form;
- 2) a Company provided form;
- 3) a pre-billing method which shall provide a column for dues, "arrears in dues", initiation and re-initiation fees.

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

#### Section 2.4 (d) – Forms to be Signed by New Employees

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

#### Section 2.4 (e) – Scope of Union Dues Deductions

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

#### Section 2.4 (f) – Submission of Check off

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

#### Section 2.4 (g) – T4 Slips

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

#### Section 2.4 (h)

Commencing during the first (1st) year of this Agreement, the Company agrees that employees who are off work due to sickness, injury and/or Worker's Compensation shall not have Union dues or initiation fees deducted from 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 of the prerogatives of management and, without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

#### Section 3.2 – Rights of Employees

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

## **ARTICLE 4 - DISCRIMINATION**

### **Section 4.1 – Canadian Charter of Rights and Freedoms**

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

### **Section 4.2 – Right of Access for Union Representatives**

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

## **ARTICLE 5 - STEWARDS**

### **Section 5.1 – Right of Union to Appoint Stewards**

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

### **Section 5.2 (a) – Pay for Processing Grievances During Working Hours**

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

### **Section 5.2 (b) – Pay for Processing Grievances after Working Hours**

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

### **Section 5.2 (c) – Limitation in Payment of Steward**

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

### **Section 5.2 (d) – Steward Duties**

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

### Section 5.3 – Names and Changes of Stewards

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

### Section 5.4 – Suspension or Discharge of a Steward

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

### Section 5.5 – Steward's Seniority for Work

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

### Section 5.6 – Access to Trip Reports, etc.

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

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

### Section 6.2 (a) - Step 1– Terminal Manager or Designate

By a conference between the aggrieved employee and the Terminal Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare, Pension, Ontario Health Insurance Plan premiums or the monies accruing from the Cost of Living Allowance where such premiums,



contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of Article 8. The grievor shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a business Representative of the Union.

#### Section 6.2 (b) – Step 2 – District Manager or Designate

Failing settlement at the above step, the Terminal Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the District 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 District Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

#### Section 6.2 (c) – Arbitration

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

#### Section 6.3 – Procedure for Union or Company Grievance

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

#### Section 6.4 – Discharge and Suspension Grievances

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

#### Section 6.5 – Procedure for Arbitration

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

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

#### Section 6.5 (a)

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

#### Section 6.6 – Powers of Board of Arbitration

The Arbitrator 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 Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.

#### Section 6.7 – Expenses of Board Members

Each of the parties hereto will equally bear the fees and expenses of the Arbitrator.

#### Section 6.8 – Responsibility for Payment

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

#### Section 6.9 – Payment of Settled Monetary Grievance

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

#### Section 6.10 – Right of Employee to be Accompanied By a Union Official

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

#### Section 6.11 – Right of Union When Grievances are Settled or Withdrawn

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

#### Section 6.12 – The Joint Grievance Panel

Should the parties fail to reach satisfactory settlement in 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, and in accordance with procedures outlined in Section 6.5 be brought to the attention of the Joint Grievance Panel established for this

purpose by the Company and the Local Unions. The Joint 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 Joint Grievance Panel shall be comprised of four (4) persons, two (2) of whom shall be selected from Management and two (2) from the Local Unions; in the event four (4) persons are not available, the Joint Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions.

It is further agreed that the Company and the Locals shall name only experienced representatives who are engaged in the day to day administration of this Agreement as nominees to the Joint 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 Union involved.

It is further agreed that in the event the Joint Grievance Panel is unable to render a majority decision, the grieving party must within fourteen (14) calendar days of the date the Joint Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Section 6.5.

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.

## **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 1.2. It is further agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any department within the terminal.

### Section 8.2 – Purpose of Seniority

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

#### Section 8.2 (a)

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

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

#### Section 8.2 (b) – Test to Determine Qualifications

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

#### Section 8.2 (c) – Definition and Regulations for Layoff

A layoff for an employee shall be considered as two (2) consecutive days of no work within his department at which time the employee will be notified if there are junior men working in any other departments. He may then exercise his seniority to bump the most junior man in the department of his choice and work on that shift to the of that work week. He may then exercise his seniority as to shift and starting time in that department at the commencement of the following week. After seven (7) days, an employee must exercise his seniority.

#### Section 8.2 (d) – Temporary Nature of Layoff

Such moves shall be considered temporary and lasting only until such time as the work force requirements for the foreseeable future are returned to normal. Any employee who exercises his seniority as provided for in Section 8.2 (c), who subsequently returns to his original department

may, during the remaining term of the Annual Job Bid, be permitted to exercise his seniority after any further period of one (1) day of no work.

#### Section 8.2 (e) – Continued Loss of Work

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

#### Section 8.2 (f) – Retention of Terminal Seniority During Layoff

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

#### Section 8.2 (g)

If an employee is laid off in excess of thirteen (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the payday following his request.

#### Section 8.3 – Posting of Seniority Lists

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

#### Section 8.4 – Probationary Period

Employees will be considered probationary until placed on the seniority list. Once an employee has exceeded twenty (20) hours in any one (1) work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for sixty (60) calendar days during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the sixtieth (60th) calendar day, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his probationary period.

#### Section 8.5 – Retention of Seniority after Promotion

Employees promoted to a supervisory position or positions not subject to this Agreement will retain their seniority after promotion for a period of ninety (90) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in 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 once only for any employee during the term of this Agreement.

## Section 8.6 – Reasons for Termination of Employment

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

- a) if an employee voluntarily quits;
- b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than ten (10) consecutive days from the date of notification to report for duty;
- d) if he takes employment other than that declared and agreed upon when applying for the leave of absence;
- e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- f) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months or if such employee requests and is paid and statutory termination benefits, whichever comes first.

## Section 8.7 – Leave of Absence Provision

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

## Section 8.8 – Provisions for Retention of Employee's Seniority During Sickness or Injury

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

## Section 8.9 – Political Office

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

## **ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) OR OPERATIONS**

### Section 9.1 – Complete Closure

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

Where a closure is affected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the terminal to which the work is being moved. Any employee who is laid off, as a result of the complete closure will be given sixty (60) days notice of such layoff or pay in lieu thereof. Where the closure of a terminal is effected and no work is being moved, employees who are terminated will be provided with two (2) weeks notice or pay in lieu, plus severance pay in the amount of two (2) days pay for each full year of service.

#### Section 9.2 – Procedure for Partial Closure

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

- a) a meeting shall be held thirty (30) calendar days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the terminal from which the work is being moved;
- b) failing agreement under Section 9.2(a), employees in the department affected shall have first opportunity of moving with the work or exercising their seniority within their own Terminal. If any of these employees elect to exercise their seniority and bump into other work within their own Terminal, then the available vacancies at the Terminal where the work is being moved to shall be posted for bid in accordance with their seniority, to those qualified employees in the Terminal from where the work is being moved;
- c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- d) any employee who is laid off as a result of the partial closure will be given thirty (30) days' notice of such layoff or pay in lieu thereof;
- e) any dispute arising under the above Sections shall be referred to Section 6.2 (c).

#### Section 9.3 – Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 9.1 or 9.2 will retain their seniority at the terminal from which they have moved, and in the event the work is moved back to the original terminal within sixty (60) months from the date of their original move must return to their original terminal.

#### Section 9.4 – Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Sections 9.1 or 9.2 for a period of three (3) months from the date of the move or

until the date of the next Annual Job Bid whichever comes first. Any new work or additional work will be offered to all in order of seniority.

#### Section 9.5

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

### **ARTICLE 10 - MERGERS**

#### Section 10.1

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

#### Section 10.2

In the event any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees on layoff will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees preference will be given, subject to the recall provisions of Article 8, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article, his original seniority will be dovetailed with the seniority of the active employees.

#### Section 10.3

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

### **ARTICLE 11 - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION**

#### Section 11.1 – Leave of Absence for Employees to work with the Teamsters Union

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



### Section 11.2 – Military Leave

A leave of absence may be granted for military services (regular or reserve).

## **ARTICLE 12 - EQUIPMENT**

### Section 12.1 (a) – Vehicle Safety

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

### Section 12.1 (b) – Duty of Employees to Report Defects

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

### Section 12.1 (c) – Duty of Company to Maintain Vehicles in a Safe Condition

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

### Section 12.1 (d) – Responsibility of Company to Maintain Vehicles

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

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

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

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

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

### Section 12.2 – Responsibility of Drivers for Damage While Pushing or Towing a Vehicle

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

### Section 12.3 – Equipment on Power Units

It is agreed between the Union and the Company having regard for safety and the driver's health factor, that all power units will have adequate heaters, windshield wipers and washers and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not

adequately heat the cab, the Company will make the necessary alterations to retain adequate heat. Windshield wipers are to be kept in proper working order at all times and cabs to be weatherproof. All new equipment put into use shall be equipped with west coast mirrors.

#### Section 12.3 – Extended City Equipment

Tractors regularly assigned to the extended city operations will be equipped with an air conditioner.

#### Section 12.4 – Speedometers

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

#### Section 12.5 – Bad Order Forms

It is agreed that bad order forms shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one can be held available for the driver and also that the office of the Company have a copy of this report on file. The mechanic will sign this report when repair work is completed. A bad order form when made out by the driver will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the Maintenance Department along with the bad order report. No driver or Company representative will remove the tag until the repair work is completed.

#### Section 12.6 – Operation of Vehicles in Excess of Legal Load Limits

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

#### Section 12.7 – Braking Systems

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

### **ARTICLE 13 - MEDICAL EXAMINATIONS**

#### Section 13.1 – Provisions for Medicals

Any medical examination required by Federal or Provincial legislation for the purpose of maintaining a driver's license shall be promptly complied with by all employees provided however that the Company shall pay for all such examinations. Should the employee elect to see his own physician the Company shall re-imburse the employee for said examination to a maximum of one hundred and twenty-five (\$125.00) dollars.

The Company reserves the right to select their own medical examiner or medical physician for any Company requested examination. 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:

#### Section 13.2(a) – Payment for Medicals Taken During Working Hours

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

#### Section 13.2(b) – Payment for Medicals taken After Working Hours

If a medical examination is taken after working hours, the employee shall be paid one (1) hour of pay at the employee's regular rate and shall in such cases receive at least three (3) days' notice prior to the appointment with the doctor.

#### Section 13.2(c) – Report of Medicals

A report of the examination will be made available to the employee through the doctor designated by the employee. All medical forms or notes requested by the Company to be paid for by the Company.

#### Section 13.2(d) – Medicals on Saturday

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

#### Section 13.2(e) – Medical Requirements for Drivers

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

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

### **ARTICLE 14 - UNIFORMS**

#### Section 14.1

All drivers once placed on the seniority list may be required by the Company to wear a uniform at a standard required by the Company with the Company contribution being one hundred percent (100%) of the full price of the said uniform. Existing employees will be allowed one (1) uniform every two (2) years.

The uniform will consist of one (1) jacket, two (2) pair winter pants, three (3) long sleeved shirts, one (1) parka or liner or bomber jacket every three (3) years, three (3) short sleeved shirts, or three (3) golf shirts, two (2) pair summer pants and one (1) pair of shorts. Drivers will have the option of substituting items of equal value from this list according to their need at the time of replacement.

All dock employees shall receive one pair of winter coveralls and one pair of summer coveralls once every two years.

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

## **ARTICLE 15 - EXTRA CONTRACT AGREEMENTS**

### **Section 15.1 – Extra Contract Agreements**

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

### **Section 15.2**

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

## **ARTICLE 16 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK**

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

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

## **ARTICLE 17 - BULLETIN BOARDS**

### **Section 17.1**

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

## **ARTICLE 18 - LOSS AND DAMAGE TO CARGO OR EQUIPMENT**

## Section 18.1 – Loss or Damage to Cargo 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:

Day Before New Year's Day  
New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday in August  
Labour Day  
Thanksgiving Day  
Day Before Christmas  
Christmas Day  
Boxing Day  
One (1) Floating Holiday

### Section 19.2 – Alternate Day

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

### Section 19.3 – pay for General Holidays

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

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

- 5) Any employee who has worked in the extended city department during the week in which a general holiday falls and is eligible for General Holiday Pay, shall receive ten (10) hours pay for that General Holiday.

#### Section 19.4 – General Holidays for Day Shift Employees

General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid time and one-half (1 1/2) their normal rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.

#### Section 19.5 – General Holidays for Night Shift Employees

- a) all Holidays falling on a day other than Monday, the night of the holiday will be the General Holiday. Any hours worked between 6:00 am the day of the Holiday and 6:00 am the following morning shall be paid at time and one-half the normal rate of pay in addition to the General Holiday pay;
- b) in the case of Holidays falling on a Monday, employees whose work week commences on Sunday or prior to 6:00 am Monday, Sunday, shall be their General Holiday and their work week will then commence on Monday. Any hours worked between 6:00am Sunday and 6:00 am Monday will be paid at time and one-half (1 1/2) the normal rate of pay in addition to the General Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night;
- c) in the case of Holidays falling on a Monday, employees whose work week commences on a Monday or prior to 6:00 a.m. Tuesday, Monday shall be their General Holiday and their work week will then commence on Tuesday. Any hours worked between 6:00 a.m. Monday and 6:00 a.m. Tuesday will be paid at time and one-half (1 1/2) the normal rate of pay in addition to the General Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night;
- d) all employees who have worked fifty percent (50%) or less of the previous twelve (12) Sunday night shifts or dispatches will be classified as starting Monday night for the purpose of applying this clause.

#### Section 19.6 – Holidays During Annual Vacation

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

Providing the employee has made the request at the time he booked his vacation, he may take, as his general holiday, the Friday immediately preceding the vacation week containing the general holiday, or the Monday following the vacation week containing the general holiday.

#### Section 19.7 - Sick Leave

All employees will receive:

- a) All regular employees who have one (1) continuous year of service or more shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of one (1) day. The accumulation of said sick leave shall be based on the following provisions:
- 1) The Employee shall begin accumulation of sick leave at the start of the pay period immediately following the date he completes one (1) year of continuous employment.  
  
New hires shall, upon attaining the regular full time rate of pay, begin accumulation of sick leave as above.
  - 2) The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for a half (1/2) day in that month including Vacation and General Holidays.
  - 3) Employees absent from work due to leave of absence for any reason, or Sickness and Compensation, will not accumulate sick leave during his absence.
- b) For any day of sickness, paid leave shall be applied as follows:
- 1) One (1) day's pay for the first day of sickness provided that day is a regular work day.
  - 2) A day's pay for employees will be eight (8) hours pay, ten (10) hours pay for Extended City drivers at the regular hourly rate for his classification.
  - 3) It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the company may prescribe.
- c) The foregoing shall become effective upon the date of signing of this Agreement.

NOTE: This language will in no way affect the current Health and Welfare Plan.

## **ARTICLE 20 - VACATIONS WITH PAY**

### **Section 20.1 – Vacation Pay for Employees with Less Than One (1) Year of Employment**

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

### **Section 20.2 – Vacation for Employees with One (1) Year of Employment**

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

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

Employees who have completed five (5) years of employment by November 30<sup>th</sup> 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 (3<sup>rd</sup>) week shall be delayed until his fifth (5<sup>th</sup>) anniversary date of employment.

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

Employees who have completed ten (10) years employment by November 30<sup>th</sup> 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 (4<sup>th</sup>) week shall be delayed until his tenth (10<sup>th</sup>) 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 30<sup>th</sup> 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 (5<sup>th</sup>) week shall be delayed until his eighteenth (18<sup>th</sup>) 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 30<sup>th</sup> 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 (6<sup>th</sup>) week shall be delayed until his twenty-fifth (25<sup>th</sup>) 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 cent-um (4%), six per cent-um (6%), eight per cent-um (8%), ten per cent-um (10%) and twelve per cent-um (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 cent-um (4%), six per cent-um (6%), eight per cent-um (8%), ten per cent-um (10%) and twelve per cent-um (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 cent-um (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 per week of vacation provided he has worked fifty per cent-um (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness or Worker's 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 employees wishing to take their vacation during the months of May, June, July, August and September shall be allowed to do so. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1<sup>st</sup> of each year.

Summer vacation period shall be defined as May, June, July, August and September 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 periods from January 1<sup>st</sup> to December 31<sup>st</sup>.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called into work.
- e) The following classifications will be recognized as separate groups for determining allocation of vacation:
  - 1) Dockmen
  - 2) Pickup and Delivery Drivers
  - 3) Extended City Drivers

#### Section 20.11

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

#### Section 20.12

Vacation pay for the preceding calendar year will be deposited for all employees either on the pay day preceding their vacation time in an amount applicable for the number of weeks being taken at that time or by February 15<sup>th</sup> of each year at the employee's choice.

### **ARTICLE 21 - ALLOCATION AND HOURS OF WORK, CITY DRIVERS AND DOCK EMPLOYEES**

### Section 21.1 – Allocation of Work

The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications and where qualifications are relatively equal, seniority shall be the determining factor. All variations of the said job bid or start time shall be offered by seniority to all available employees.

### Section 21.2 (a) – Bidding on Peddle Runs and/or Special Operations

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

### Section 21.2(b) – Bidding on Starting Times and/or Shifts

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

#### Section 21.2(b)(1)

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

#### Section 21.2 (b) (2)

It shall be the responsibility of the employee, returning from his vacation or a leave of absence greater than one (1) day, to call the Company to inquire as to early shift start times or extra shifts.

Should an employee go home as a result of illness or injury or calls in sick it shall be their responsibility to inform the Company when they are available for work.

Where an employee is on an approved day off from work the Company shall be responsible for calling the employee if early start times are available.

### Section 21.2(c) – Preference for First Five (5) Days

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

- 1) the work week may commence on Sunday
- 2) all work performed after 8:00 a.m. Saturday and prior to 8:00 p.m. on Sunday shall be paid for at one and one-half (1 ½) times the regular rate of pay.
- 3) As an exception to section 21.2(c) 2) a maximum of twenty-five (25%) of the total dock headcount, whose regularly scheduled shift includes a Saturday and/or Sunday, shall be

paid at the regular hourly rate of pay for work performed on Saturday and/or Sunday subject only to 21.2(d).

- 4) When all employees in the driving department have worked five (5) shifts, senior employees will be given the opportunity to work on the sixth (6<sup>th</sup>) shift operations, in the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority.

#### Section 21.2(d) – Overtime

Any hours worked at the hourly rate in excess of nine (9) hours per day or forty-five (45) hours per week as outlined in Section 21.3(a) shall be paid for at time and one-half (1 ½) the employee's regular hourly rate.

Effective January 1, 2007 any hours worked at the hourly rate in excess of eight (8) hours per day or forty (40) hours per week as outlined in Section 21.3(a) shall be paid for at time and one-half (1 ½) the employee's regular hourly rate.

#### Section 21.2(e) – Coffee Breaks

All hourly rated employees will be allowed a coffee break not in excess of ten (10) minutes without loss of pay in the first half shift and a coffee break not in excess of ten (10) minutes without loss of pay on the second half shift.

When an employee is specifically requested to work overtime he will be given a coffee break not to exceed ten (10) minutes without loss of pay before such overtime commences. This provision does not apply to City P. & D. Drivers who are returning to the Company terminal after completing their regular tour of duty even though they may be returning under overtime conditions.

#### Section 21.2(f) – Regular Shifts

The Company must establish regular shifts for all employees that 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 for at the rate of time and one-half (1 ½) the regular rate of pay. It is expected and agreed that the employee will complete his regularly scheduled shift.

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

The start time for P&D Drivers may be varied by a maximum of two (2) hours prior to the Driver's regular start time on the first working day of the week. Where the work week contains a general holiday, the start time may be changed on each day of that week.

#### Section 21.2(g) – Lunch Hour

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

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

#### Section 21.2(h) – Notice of Layoff

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

#### Section 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. The ninth (9<sup>th</sup>) hour shall be on a voluntary basis. All hours worked at the hourly rate in excess of nine (9) hours in any one (1) day or forty-five (45) hours in any one (1) week shall be paid at one and one-half (1 ½) times the normal rate of pay.

Effective January 1, 2007, 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 normal rate of pay.

#### Section 21.3(b) – Overtime Worked

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

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

#### Section 21.3(c) – Call-In Guarantee

Employees covered by this Agreement called in for work on their regular shift shall be guaranteed not less than eight (8) hours pay. On an employee's 6<sup>th</sup> and 7<sup>th</sup> day of work, the guarantee shall be four (4) hours at time and one-half (1 ½) the regular rate except those employees who are not entitled to overtime in accordance with Section 21.2(c) (2). This clause cannot be used to circumvent shift changes as in Section 21.2(f).

#### Section 21.3(d) – Call-Back Guarantee

All call-backs which will require employees to work over nine (9) 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 at time and one-half (1 ½) the regular

rate. Call back pay does not apply to employees who have indicated a desire for extra shifts and have signed the sign-up sheet.

A call-back will be defined as any call to work that is not in concert with Sections 21.2(f) or 29.1(b) and does not include those employees whose shifts are changed as agreed to in Article 23.

#### Section 21.3(e) – Overtime in a Holiday Week

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

#### Section 21.3(f) – Allocation of Saturday Work

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

#### Section 21.3(g) – Trailer Train Combination

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

#### Section 21.3(h) – Snow Delay

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

#### Section 21.3(i)

Whenever the Toronto, Woodstock or Windsor terminal dispatches known loads outside Metropolitan Toronto, Woodstock or Windsor via City P&D Drivers, preference will be given to the senior available qualified drivers regardless of their starting time, provided this does not result in the driver driving in excess of his allowable hours of work.

### **ARTICLE 22 – ANNUAL JOB BIDS**

#### Section 22.1

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

## Section 22.2

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

## Section 22.3

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

## Section 22.4

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

## Section 22.5

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

## Section 22.6

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

## **ARTICLE 23 - JOB OPENINGS**

### Section 23.1 – Equipment Openings

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

### Section 23.2 – Job Openings

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

bidding on such job openings and retaining their departmental seniority. The senior qualified employee (s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

### Section 23.3 – Seniority

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

## **ARTICLE 24 - SUPERVISORS**

### Section 24.1 – Supervisory Personnel

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

### Section 24.2 – Lead hands

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 Company's seniority regardless of qualifications.

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

It is understood that the differential in wages for Lead hands will be a minimum of fifty cents (\$0.50) per hour in excess of the checker rate of pay.

## **ARTICLE 25 - PAY PERIOD**

### Section 25.2 – Insurance of Pay Prior to Saturday or General Holidays and Shortages of Pay

The Company shall deposit pay in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday. An error, attributable to the Company, equivalent to one day's gross pay or more will be paid the Wednesday following notification.

### Section 25.3

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

## **ARTICLE 26 - STUDENTS**

### **Section 26.1**

Bona fide students may be hired on a full time basis for the summer months, May 1<sup>st</sup> to September 30<sup>th</sup> and shall come under all pay regulations in this Agreement. They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of this Agreement shall apply. They shall not interfere with seniority rights and job conditions of full time employees. The Company shall indicate on the check off form if such an employee is a student.

## **ARTICLE 27 - CASUAL DOCK EMPLOYEES**

### **Section 27.1 – Definition**

Casual Dock Employees shall be defined as persons who are employed by the Company to supplement the normal work force for peak periods and/or to replace regular Employees who are absent from work for any reason and they shall perform such work on the terminal premises only.

The Company agrees that where it is necessary to use casual dock employees, the following conditions shall apply.

### **Conditions for Use of Casual Dock Employees**

- a) The Company shall deduct from all part-time help from their first pay and each month thereafter, an amount equal to the Union dues and such monies shall be forwarded to the appropriate Local Union as outlined in Article 2 together with a list which shall show the names of persons for which the dues are remitted and the number of hours worked by such persons on an individual basis.
- b) Where the hours worked by a casual dock employee who is supplementing the workforce (not replacing an absent Employee) exceed eight (8) hours in any one (1) day or twenty-four (24) hours in any one (1) week, the Company will upon receipt of a grievance(s), pay to the senior employee(s) who files such grievances who would have been available to perform such work an amount equal to the time worked by the casual dock employee in excess of the daily or weekly limitation.

Where the hours of work of a casual dock employee who is supplementing the workforce (not replacing an absent employee) exceed twenty-four (24) hours in any one (1) week, such person shall be considered a probationary Employee and the conditions of this Agreement shall then apply.



The provision will not apply to casual dock employees who are replacing an absent Employee

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

Laid off employees shall be given the first opportunity for casual dock work and they will be entitled to the daily call-in guarantee for a maximum of five (5) shifts per week.

- d) The Company agrees that where new or additional part-time help is required, the Company will contact the Local Union. In the event the Local Union is unable to supply qualified persons, the Company shall obtain such help from any available source.
- e) Casual dock employees exclusive of laid off regular employees shall receive the rates of pay specified in Appendix "A" but are not otherwise covered by the terms of this Agreement.
- f) Part-time help shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.
- g) Where the Local Union establishes that part-time help is being used where a regular employee could be gainfully employed, the Company shall replace part-time people with one or more regular probationary employees.

- h) Disputes Procedure

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

- i) Casual dock employees will not work on the weekends unless they are replacing a regular employee who is absent.
- j) The number of casual dock employees supplementing the work force will be limited to twenty-five percent (25%) of the full-time dock work force.

## **ARTICLE 28 - CASUAL DRIVERS**

### Section 28.1 – Definition

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

### Section 28.2 – City Driver Preference

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

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

#### Section 28.3 – Prolonged absence

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

- a) The Company may utilize a casual to replace such absent city driver to a maximum of five (5) consecutive working days following the date of notification.
- b) Regular qualified employees of the Company will be given the first opportunity as that of the first weekend to fill the vacancy or any subsequent vacancies created by such absent city driver.
- c) After that, the Company must hire a regular employee in accordance with Section 8.4 of this Agreement.

#### Section 28.4 – Vacation Replacement

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

#### Section 28.5 – Limitations

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

#### Section 28.6 – Laid Off Regular Employees

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

#### Section 28.7 – Local Union Preference

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

### Section 28.8 – Rates of Pay

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

### Section 28.9 – Time Cards

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

### Section 28.10 – Deduction of Dues

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

### Section 28.11 – Amendments

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

### Section 28.12 – Casual Helpers

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

## **ARTICLE 29 - HIRED CITY EQUIPMENT**

### 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. When hired city equipment is engaged by the Company, the following conditions shall apply.

### Section 29.1(a) – Rules

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

On a monthly basis the Company shall remit the appropriate monthly amount of union dues for each forty (40) hours worked by hired trucks.

Section 29.1(b)

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

Section 29.1(c)

In the event the Company fails to comply with the requirements outlined in Section 29.1(b), the employees referred to therein will be entitled to payment for the time between the commencement of their shift and that of the hired truck in addition to their regular shift.

Section 29.1(d)

Where the Company and Local Union have mutually agreed to conditions relating to the use of hired trucks, different to those outlined above, such conditions will be maintained and cannot be changed unless by mutual consent.

Section 29.1(e) – Disputes Procedure

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

**ARTICLE 30 - BROKER OPERATIONS**

Section 30.1

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

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

Section 30.2

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

Section 30.3

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

**ARTICLE 31 - HEALTH AND WELFARE**

### Section 31.1 – O.H.I.P.

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

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

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

### Section 31.2 – Health and Welfare Plan

Effective January 1, 2012 the Company shall contribute four hundred and one dollars (\$401.00) per month for each eligible employee covered by this Agreement to the appropriate Local Union Health and Welfare Plan. Effective January 1, 2013 the monthly amount shall increase to four hundred fourteen dollars (\$414.00). Effective January 1, 2014 the monthly amount shall increase to four hundred twenty-seven dollars (\$427.00). Effective January 1, 2015 the monthly amount shall increase to four hundred forty dollars (\$440.00).

To be eligible for payment an employee must have completed sixty (60) calendar days of employment and have reported for work a minimum of four (4) days in the month. The premium shall be paid on or before the fifteenth (15<sup>th</sup>) day of the month.

It is agreed that the Company will pay the EHT which will be applicable to full-time employees only.

### Section 31.3 – Penalty Provisions

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

### Section 31.4

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

## **ARTICLE 32 - PENSION**

### Section 32.1 – Contributions and Administration

Effective January 1, 2005 and commencing on the first (1<sup>st</sup>) day of each month thereafter, the Company shall contribute to the Teamsters and Participating Employers of Ontario Pension Plan handled by joint trustees four hundred and sixty dollars (\$460.00) per month for each employee covered by this Agreement who have been on the payroll for more than sixty (60) calendar days and who has reported for work at least one (1) day in the month. Effective January 1, 2006 the monthly amount shall increase to five hundred dollars (\$500.00). Effective January 1, 2007 the monthly amount shall increase to five hundred forty dollars (\$540.00). Effective January 1, 2008 the monthly amount shall increase to five hundred eighty dollars (\$580.00). Effective January 1, 2009 the monthly amount shall increase to six hundred twenty dollars (\$620.00).

Pension contributions shall be applicable to full-time employees only, will be capped at the current contributions and shall require an employee to work a minimum of four (4) days in the month to be eligible for pension contributions for that month.

The Pension Plan shall be administered by a Trust Company or any other agency that is legally entitled to perform such administration in the Province of Ontario which the Trustees may decide from time to time.

### Section 32.2 – Power of Trustees

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

It is further agreed that the parties to this Agreement shall instruct the Trustees of the Pension Plan to retain legal counsel to amend the “Agreement to be Bound” in such a manner that the Trustees will have the authority to sue any delinquent Company or Local Union for late remittance, interest or 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 Canadian Pension Plan will be in addition to the Teamsters and Participating Employers of Ontario Pension Plan.

## **ARTICLE 33 - GENERAL**

### Section 33.1 – 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 33.2 – Time Clocks

If the Company employs in its service five (5) or more people, it shall have a time clock and punch cards which shall be accessible to employees. Any employee will have access to his current time card on request.

#### Section 33.3 – Voting

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

#### Section 33.4 – Receipts

All employees must be given dated receipts for all monies turned into the Company.

#### Section 33.5 – Bonding

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within forty-five (45) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given, the employee shall be allowed forty-five (45) days from the date of such notice to make his own bonding arrangement, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

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

#### Section 33.6 – Bereavement Pay

In the event of a death in the immediate family (father, mother, spouse, 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, aunts, uncles, nieces, nephews) an employee will be given the necessary time off and will be paid three (3) days' pay (highway drivers are to receive ten (10) hours' pay and hourly rated employees are to receive eight (8) hours' pay per day) at the regular rate of pay providing that the period between the day of the death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

#### Section 33.7 – Invalidating Legislation

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

### Section 33.8 – Protective Equipment

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

### Section 33.9 – Lunch Rooms and Washrooms

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

### Section 33.10 – Company Meetings

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

### Section 33.11 – Jury Duty

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time, less the amount of jury duty pay received.

### Section 33.12 – Pay Information

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

### Section 33.13 – Pay for Training

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



#### Section 33.14 – Discharges

Employees who are discharged will have their discharge confirmed in writing and their pay will be mailed by registered mail to their last known address within forty-eight (48) hours from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following payday.

#### Section 33.15 – Dock Plates

The Company shall supply and maintain proper safe dock plates.

#### Section 33.16 – Personal Injuries

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

#### Section 33.17 – Safety

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

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

#### Section 33.18

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

#### Section 33.19 – Appendices

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

#### Section 33.20(a) – Highway Delivery & Pickup

The Company agrees that Highway Drivers and/or Owner Operators shall only deliver straight loads direct to customers within a one hundred (100) mile radius of Toronto, Woodstock and Windsor if under Central Dispatch written instruction on their running order.

Company Highway Drivers and/or Owner Operators may only pick up and deliver L.T.L. or straight load shipments within the one hundred (100) mile radius of Toronto, Woodstock and Windsor if mutually agreed upon between the Company and the Union, and such agreement will not be unreasonably withheld.

All pickups and deliveries within the one hundred (100) mile radius that do not meet with the above provisions shall be delivered or picked up by the Toronto, Windsor and Woodstock P&D Department.

Nothing in the above clause shall, as a direct result, cause a layoff of any Toronto, Woodstock or Windsor Terminal hourly rated employees.

#### Section 33.21

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

#### Section 33.22

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

#### Section 33.23

The Company agrees that no outside maintenance personnel shall be allowed to move any equipment within the Toronto Terminal premises unless for maintenance purposes.

#### Section 33.24

The Company agrees that no Company driver or dockman will be allowed to drive a tow motor on the dock unless he is properly qualified by the Company. The Company agrees to establish formal training programs, which will provide a certificate of qualifications to ensure the qualifications of the tow motor operator.

#### Section 33.25

The Company shall be responsible for all associated costs for certificates (i.e. dangerous goods, forklift, F.A.S.T. passes) and any other certificates required by the Company and/or by local, provincial, and Canadian federal or United States federal governments.

### **ARTICLE 34 - MAINTENANCE OF STANDARDS**

#### Section 34.1

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

#### Section 34.2

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

## **ARTICLE 35 - COST OF LIVING ALLOWANCE**

### **Section 35.1 – Scope**

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

### **Section 35.2 – 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 1991, unless otherwise mutually agreed upon by the parties.

### **Section 35.3 – First (1<sup>st</sup>) Year**

If during the first (1<sup>st</sup>) 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 the five per centum (5%) will provide a Cost of Living Allowance of ten cents (\$0.10) per hour for all hours actually worked from the beginning of the first pay period following the first day of each such month to the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above-mentioned formula pro-rated 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 35.4 – Second (2<sup>nd</sup>) Year**

If during the second (2<sup>nd</sup>) 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 (\$0.10) per hour for all hours actually worked from the beginning of the first pay period following the first day of each 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 pro-rated 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 35.5 – Third (3<sup>rd</sup>) Year**

If during the third (3<sup>rd</sup>) 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 (\$0.10) per hour for all hours actually worked from the beginning of the first pay period following the first day of each 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 pro-rated 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 35.6 – Fourth (4<sup>th</sup>) Year

If during the fourth (4<sup>th</sup>) 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 (\$0.10) per hour for all hours actually worked from the beginning of the first pay period following the first day of each 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 pro-rated 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 35.7 – Fifth (5<sup>th</sup>) Year

If during the fifth (5<sup>th</sup>) 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 (\$0.10) per hour for all hours actually worked from the beginning of the first pay period following the first day of each 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 pro-rated 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 35.7 – Cost of Living Allowance fold-in:

Effective October 1<sup>st</sup>, 2005, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 36.3 of the new Collective Agreement during each month up to and including September 2005 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

Effective October 1<sup>st</sup>, 2006, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 36.4 of the new Collective Agreement during each month up to and including September 2006 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

Effective October 1<sup>st</sup>, 2007, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 36.4 of the new Collective Agreement during each month up to and including September 2007 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

Effective October 1<sup>st</sup>, 2008, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 36.4 of the new Collective Agreement during each month up to and including September 2008 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

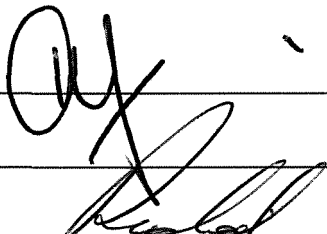
**ARTICLE 36 - DURATION**

Section 36.1

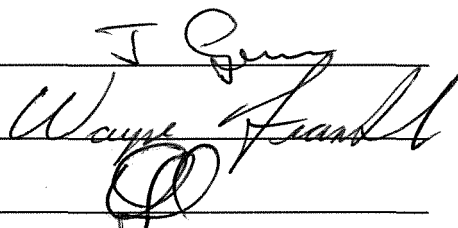
This Agreement shall take effect and be binding upon the parties from January 22<sup>nd</sup>, 2012 until January 21<sup>st</sup>, 2016 and shall continue in effect from year to year thereafter unless notice of termination or revision thereof is given by either party in writing by registered mail within ninety (90) days prior to the natural expiration date of same in which case either party may, upon twenty (20) days clear notice, in writing, require the other party to enter into negotiations for the renewal of the Agreement within the said period and both of such notices shall contain an itemized list of all requested changes and these shall be the only items which shall be considered. All other provisions shall remain as set forth herein.

Dated at Mississauga this 8 day of August, 2012

**FOR THE COMPANY**

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

**FOR THE UNION**

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

## APPENDIX "A"

### RATES OF PAY

#### Hourly Rates

The fifteen percent (15%) reduction from the last Memorandum of Agreement will be replaced in four (4) equal increments in the same manner the Employee took the reduction commencing with the first pay period following date of ratification (January 22, 2012) and on the following schedule:

#### Commencing January 22, 2012

\$19.42/hr. for the ninety (90) days employment  
\$20.42/hr. after ninety (90) days employment

#### Commencing January 22, 2013

\$20.28/hr. for the first ninety (90) days employment  
\$21.28/hr. after ninety (90) days employment

#### Commencing January 22, 2014

\$21.50/hr. for the first ninety (90) days employment  
\$22.14/hr. after ninety (90) days employment

#### Commencing January 22, 2015

\$22.00/hr. for the first ninety (90) days employment  
\$23.00/hr. after ninety (90) days employment

#### Casual Dock

Commencing January 22, 2012	\$16.41
Commencing January 22, 2013	\$16.41
Commencing January 22, 2014	\$16.41
Commencing January 22, 2015	\$16.41

#### Casual Driver

Commencing January 22, 2012	\$19.70
Commencing January 22, 2013	\$20.38
Commencing January 22, 2014	\$21.07
Commencing January 22, 2015	\$21.76

#### Part Time and Students

Effective January 22, 2012 increase by \$0.25  
Effective January 22, 2013 increase by \$0.25  
Effective January 22, 2014 increase by \$0.25  
Effective January 22, 2015 increase by \$0.25

Extended City Mileage Rate and Overtime rate

		<u>O/T</u>
January 2, 2005	.4519	12.66
December 18, 2005	.4682	13.12
January 14, 2007	.4792	13.42
December 16, 2007	.4901	13.73
January 11, 2009	.5009	14.03

Shift Premium

The Company agrees to pay a premium of twenty five cents (\$0.25) per hour in addition to the regular hourly rates to each employee for all hours worked between the hours of 7:00 P.M. to 6:00 A.M.

## 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.

Disciplinary action for safety infractions will only be removed if the employee has had no discipline for safety infraction during the two year period.

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 that are, by their nature, the responsibility of the Company.

Employee's shall be expected to sign for the receipt of an incident report and may be accompanied by a Steward. Should the employee refuse to sign, this refusal will be noted on the report and the Steward in attendance shall sign to indicate that the employee has received the report.

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. The time limits may be extended upon written mutual agreement between the Company designate and the local Business Agent.

Suspensions shall be served immediately upon imposition.

#### Section 1 – Passengers

##### Section 1 (a)

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

#### Section 2 – Accidents

##### Section 2 (a)

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



### Section 2 (b)

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

### Section 2(c)

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

### Section 2 (d)

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

## Section 3 – Equipment

### Section 3 (a)

Tampering with tachograph, governor or other safety devices:

- 1<sup>st</sup> offence - one (1) week off
- 2<sup>nd</sup> offence - subject to dismissal

### Section 3 (b)

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

- 1<sup>st</sup> offence - reprimand
- 2<sup>nd</sup> offence - one (1) day off
- 3<sup>rd</sup> offence - three (3) days off
- subsequent offences-subject to dismissal

### Section 3 (c)

Failure to properly tarp cargo and equipment:

- 1<sup>st</sup> offence - reprimand
- 2<sup>nd</sup> offence - one (1) day off
- 3<sup>rd</sup> offence - three (3) days off
- subsequent offences-subject to dismissal

### Section 3 (d)

Failure to report mechanical defects in equipment, if known:

1<sup>st</sup> offence - one (1) day off  
2<sup>nd</sup> offence - three (3) days off  
subsequent offences-subject to dismissal

### Section 3 (e)

Unauthorized use of Company motor vehicles:

1<sup>st</sup> offence - reprimand to three (3) days off  
2<sup>nd</sup> offence - subject to dismissal

### Section 4 – Conduct and Behavior

#### Section 4 (a)

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

1<sup>st</sup> offence - subject to dismissal

#### Section 4 (b)

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

1<sup>st</sup> offence - reprimand to one (1) week off  
2<sup>nd</sup> offence - subject to dismissal

#### Section 4 (c)

Theft or willful damage:

1<sup>st</sup> offence - subject to dismissal

#### Section 4 (d)

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

1<sup>st</sup> offence - reprimand  
2<sup>nd</sup> offence - one (1) day off  
3<sup>rd</sup> offence - three (3) days off  
4<sup>th</sup> offence - subject to dismissal

#### Section 4 (e)

Deliberate disobedience of orders of authorized personnel:

1<sup>st</sup> offence - subject to dismissal

#### Section 4 (f)

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

#### Section 5 – Reports

##### Section 5 (a)

Deliberate falsification of time cards or trip reports:

1<sup>st</sup> offence - Subject to dismissal

#### Section 6 – Driving Behavior

##### Section 6 (a)

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

1<sup>st</sup> offence - reprimand  
2<sup>nd</sup> offence - one (1) day off  
3<sup>rd</sup> offence - three (3) days off  
4<sup>th</sup> offence - subject to dismissal

#### Section 7 – Attendance

##### Section 7 (a)

Absence from work without a reasonable explanation:

1<sup>st</sup> offence - reprimand  
2<sup>nd</sup> offence - reprimand  
3<sup>rd</sup> offence - three (3) days off  
4<sup>th</sup> offence - subject to dismissal

##### Section 7 (b)

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

1<sup>st</sup> offence - reprimand  
2<sup>nd</sup> offence - reprimand  
3<sup>rd</sup> offence - three (3) days off  
4<sup>th</sup> offence - subject to dismissal

##### Section 7 (c)

Reporting late for work without a reasonable explanation:

- 1<sup>st</sup> offence - reprimand
- 2<sup>nd</sup> offence - one (1) day off
- 3<sup>rd</sup> offence - three (3) days off
- 4<sup>th</sup> offence - subject to dismissal

## APPENDIX "C"

### Extended City Operations

The Company and the union have agreed to implement "Extended City Operations" within Southern Ontario between the Windsor to Trenton corridor and including Buffalo, New York and Toledo, Ohio. On all operations between forty (40) miles of the terminal, extended city drivers will be paid on a flat rate mileage scale based on agreed upon Mileage Rates.

A separate department will be established to accommodate the Extended City Operation. This department will have its own specific seniority list which will be derived from the annual terminal bid for each Local, however, the employee's terminal seniority will be for purposes of bid only.

- 1) Seniority within the Extended City Department will be determined by the most senior driver in that department.
- 2) The most senior driver will have the option of selecting the trip of his preference at the start of the work week, and the department will then operate as a "hog board".

### Terminal P&D Extended City Drivers

All extended city trips will be allocated in the following manner:

1. All full time extended city drivers or their replacements, who have available hours will be first offered an available extended city trip.
2. Each facility may have up to four (4) city bids "designated to spare the extended city". Should an extended city trip develop and no regular extended city driver is available, these drivers will be required to make the trip.
3. Once all full time extended city bid drivers and the four (4) designated drivers on the city bids are allocated to extended city runs, the following will apply:

Additional extended city trips shall be allocated to qualified city drivers on the posted extended city qualified list (spare board) in the following manner: (Drivers on a weekly basis must sign the "eligibility list" no later than the beginning of their work week which will require them to perform the work.)

- a) First to the senior qualified available driver on duty, who has a minimum of eight (8) hours to run and has signed the spare board as indicated above.
- b) Where no drivers are available under (a) or in the event additional personnel are required, extended city runs shall then be offered in seniority order to off duty qualified city drivers from the extended city spare board providing they have available hours.

It will be the responsibility of all off duty extended city drivers on the spare board to complete an off duty card to make themselves available for additional extended city trips.

- c) Where a city driver has commenced his work day in the city and is assigned an extended city 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 1/2) the regular hourly rate of pay after he has completed a total of nine (9) hours on duty.
- d) No city driver who has completed eight (8) hours on duty and has been released from duty shall be eligible for extended city trips until he has been off duty for ten (10) hours. On the completion of such trip, he will not be considered as available for work until after ten (10) hours off duty.

### Special Bid Run Operation

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 operations of such bid runs and/or Special Operations. Rules governing such bid runs 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 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 extended city operations. The bid run driver will continue to operate on regular extended city operations for that week or until the bid run driver arrives back in his home terminal and has had enough time off duty to enable him to go back on his bid run.
- d) A bid run driver cannot be bumped off his bid unless the driver who wishes to bump has had two (2) consecutive days of no work.
- e) Once a driver bumps onto a bid run, he must stay on his bid run for the balance of the work week.

### Regular Extended City Dispatch

Extended city drivers will be assigned the best paying dispatches which are available when they are called to report for duty. However, should the senior 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. The Company reserves the right to alter dispatch plans accommodate time-sensitive freight.

Loads will not be held for the purpose of depriving an extended city driver of his seniority.

In the event the Company improperly dispatches an extended city 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 rate or the difference in the trip involved, whichever is greater, will be paid to the senior driver.

The company shall assign drivers to extended city trips in accordance with the following conditions:

- a) Seniority of the employees in the extended city operations at home terminal.
- b) Hours of regulations and hours of work limitations as spelled out in this Article.
- c) Extended city 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 extended city operations off duty at their home terminal will not be called for work until they have been off duty ten (10) hours. They will be allowed two (2) hours without pay to report for work. Each driver upon being contacted by the Company, shall be advised of his starting time. No driver will be denied a dispatch for the sake of fifteen (15) minutes, one quarter (1/4) hour tolerance.
- e) If an extended city driver is not dispatched after reporting for work as advised, he shall be paid for all time at the regular rates of pay.
- f) Except as provided in (h), senior personnel shall have the preference of working on the first five (5) days of the week and the work week may commence on Sunday.
- g) Overtime Pay

An extended city 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 ten (10) hours per day or sixty (60) hours per week. All the time worked at the hourly and/or mileage rate shall include all time from punch-in to punch-out except time taken for meal periods, refreshment 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 in accordance with section 20.3. 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 limitations.

- g) (1) If an extended city driver performs hourly rated work, he shall be allowed a fifteen (15) minute refreshment break during the first four (4) hours of hourly rated work, and a second fifteen (15) minute refreshment break during the second four (4) hours of hourly rated work.
- h) Mileage Limitation

Extended city drivers shall have the right to decline further work when they have accumulated a total of forty-five (45) hours on duty or 1,800 miles in any week. No driver will be dispatched from his home terminal when he has accumulated 2,200 miles in a week. He must be dispatched on a trip directly on 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.

#### Sixth (6<sup>th</sup>) Shift Operations

When all employees in the Extended City Department have worked five (5) shifts, senior employees will be given the first opportunity to work on the sixth (6<sup>th</sup>) shift operations. In the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority. Extended city drivers shall not be compelled to accept a sixth (6<sup>th</sup>) shift dispatch which entails a layover. Should a time-sensitive load develop, the company is not required to hold this for the most senior driver. In the event a man is dispatched on a turn on the sixth (6<sup>th</sup>) 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 purpose of applying this Section, a paid General Holiday shall be considered as a shift worked.

NOTE: A "tour of duty" shall be considered from the time a driver books in at his origin terminal to the time he is officially taken out of service.

#### Work on Docks

Except for duties specifically outlined in (g), extended city drivers shall not be compelled to work on any Company dock or yard except those drivers on established way freight operations where the mileage is not in excess of one hundred (100) miles.

#### City Pick-up and Delivery Operations

In order to prevent inter-mingling of extended city operations with the city pick-up and delivery operations, no extended city 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. The Company shall not utilize extended city divers to drop and/or pick up loads and/or empties within City Department's jurisdiction unless otherwise mutually agreed between the Company and the Union. This clause shall not prevent the continuation of operations in existence provided they are operated in the same manner as they have been in the past. Union agrees to allow Extended City Drivers to make en route pick-ups or deliveries in the event of time critical shipments where necessary. Those drivers working as city/extended city operation are permitted to perform regular city P&D functions as required.

#### Sunday Dispatch

The Extended City work week shall commence on 1800 hours on Sunday. The known Sunday night dispatch will be made available by Sunday at 10:00 a.m.



No driver will be compelled to accept a dispatch on Sunday night unless he receives eight (8) hours' notice and, except in an emergency, no driver will be dispatched before 6:00 p.m. Sunday night, except for the regular posted early starts.

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

#### Call-In Guarantee

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

#### Turnaround Runs

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

#### 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.

#### Preparation of Equipment

When the Company requires an extended city driver to make the initial hook-up of the equipment and/or final unhooking and storing of equipment, such driver shall be paid at his appropriate hourly rate for all time spent performing these duties.

Where it is required by the Company, it shall be the responsibility for the driver to check oil, gas, tires and windshield washer containers and water. He may also be required to check lights, tie tarpaulins and complete log sheets, and such drivers shall be paid at his appropriate hourly rate for all the time spent performing such duties. Any defects in same shall be immediately reported to the proper authorities.

At intermediate points where an extended city driver is required to switch equipment or break trailer trains, he shall be paid at his appropriate hourly rate for all time spent performing these duties.

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.

#### Time Payment

All time payments of extended city 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. Any claim for pay must be accounted for by the extended city 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 causes to the best of their knowledge and belief for such breakdowns and/or delays.

#### 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 a 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 (g).
- 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 (g).

#### Accommodations

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

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

- 1) Extended city drivers shall not be compelled to sleep more than four (4) men to each room where the sleeping quarters are on Company premises. However, extended city drivers shall not be compelled to sleep more than one (1) man to each room where outside accommodations are used and at all new Company terminals. Existing practices of less than four (4) men to each room at company sleeping quarters will be maintained;
- 2) Each room will be properly ventilated and have a heating and cooling system capable of maintaining a comfortable sleeping temperature;
- 3) Clean and sanitary washrooms with showers and toilet facilities shall be included on the immediate premises capable of meeting the requirements of any appropriate government agency.
- 4) Where there are runs suitable for sleeper cab operations, the company shall negotiate the conditions with all Unions involved.
- i) Transportation for laid-over extended city 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 (1/2) mile from the Company terminal. Transportation will be supplied under one-half (1/2) 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 (1/2) 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.

j) Meal Allowance

Drivers who are required to layover and sleep away from home will receive a total of twelve dollars (\$12.00) per sleep meal allowance after 12 hours of layover.

k) Transportation in Cases of Discharge or Suspension

An extended city 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.

l) Transfer

Qualified personnel moving to the Extended City Department between annual job bids shall be placed at the bottom of the extended city 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 extended city work force. If extended city drivers are off work for any reason (i.e. sickness, holidays, etc.) and they are replaced on a temporary basis by senior qualified drivers, the replacement city drivers will not be required to take a layover prior to returning to the City Department.

m) If extended city drivers are off work for any reason (i.e. Sickness, holidays, etc.) and they are replaced on a temporary basis by a senior qualifies drivers, the replacement city driver will not be required to take a layover prior to returning to the City Department.

Foreign Terminal Dispatch

a) Layover

Extended city drivers required to layover at a foreign terminal shall not be dispatched until they have been off duty for eight (8) hours. All hours held over twelve (12) hours will be paid.

b) Reporting to Work

Such extended city 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 at no time to exceed two (2) hours.

c) 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 extended city seniority;
- d) For drivers who have not been laid over and are available for dispatch (c) will apply.
- e) No driver will be held over away from his home terminal on General Holidays or on a Sunday unless by mutual consent. If a driver accepts a dispatch that is supposed to be a turn – i.e. Toledo, and it does not materialize, the Company will pay for the turn.

Having regard for the differing operational conditions that may exist from one area to another, the Company and 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.

### Casuals

No casual employees will be dispatched on Extended City operations unless the Company has exhausted all employees on the Extended seniority list as well as employees on the Extended City spare board.

For the purpose of start time, the spare board drivers will fall under the drivers on the regular Extended City seniority list.

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

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

### Meal Allowance

A meal allowance of twelve dollars (\$12.00) will be provided after twelve (12) hours of continuous delays due to inclement weather. There will be no more than one (1) payment of twelve dollars (\$12.00) in any twenty-four (24) hour period.

# Letter of Understanding #1

between

## **YRC REIMER**

(hereinafter referred to as the "Company")

and

## **TEAMSTERS LOCAL UNION 938**

(hereinafter referred to as the "Union")


The following confirms the agreement reached between the Union and the Company on February 19, 2001 with respect to how city P & D drivers will be scheduled when the Company uses hired trucks.

When the Company uses hired trucks, regular full time city P & D drivers who have a regular bid start time between 1000 and 1600 will be given the option to start early in accordance with the following schedule:

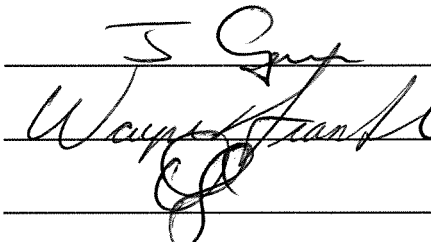
- 1030-1159 All drivers on a bid start time between 1030 and 1159 will be given the option to start at least as early as 1000 regardless of how many hired trucks are used that day. Drivers who exercise the option to start early will be paid overtime for all hours worked prior to their regular start time and are required to complete their regular scheduled shift.
- 1200-1300 Drivers on a bid start time between 1200 and 1300 will be given the option to start at least as early as 1000 on a one-to-one ratio with the number of hired trucks being used that day. The senior driver(s) will have the first option to start early. Drivers who exercise the option to start early will be paid overtime for all hours worked prior to their regular start time and they are required to complete their regular scheduled shift.
- 1301-1600 Drivers on a bid start time between 1301 and 1600 will be given the option to start a minimum of two (2) hours early on a one-to-one basis with the number of hired trucks being used that day. The senior driver on the next available shift will have the first option to start early. Drivers who exercise the option to start early will be paid overtime for all hours worked prior to their regular start time and they are required to complete their regular scheduled shift.

Dated at Mississauga this 8 day of August, 2012

FOR THE COMPANY

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

FOR THE UNION

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

**Letter of Understanding #2**

between

**YRC REIMER**

(hereinafter referred to as the "Company")

and

**TEAMSTERS LOCAL UNION 938**

(hereinafter referred to as the "Union")


**Re: Vacations**

Effective January 1, 2012, reduce all entitlements of four (4) weeks or more by one (1) week.

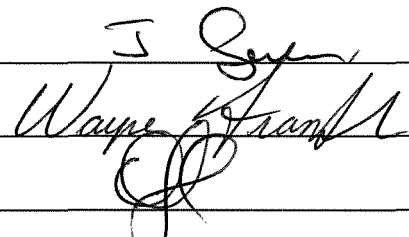
Full vacation entitlements provided in the Collective Agreement that expired December 31, 2009 to be reinstated the second last day of the expiry of the Agreement.

Dated at Mississauga this 8 day of August, 2012

**FOR THE COMPANY**

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

**FOR THE UNION**

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

**Letter of Understanding #3**

between

**YRC REIMER**

(hereinafter referred to as the "Company")

and

**TEAMSTERS LOCAL UNION 938**

(hereinafter referred to as the "Union")

**Re: Oshawa Terminal**

The Company will agree to reopen the Oshawa Service Centre within a period of 30 days from the ratification of this Agreement. The Oshawa Service Area will be bounded by Brock Road (to include Pickering) on the West, Bellville on the East and Peterborough/Lindsay on the North. The Company agrees to review the Huntsville/Bracebridge areas in the future, should volumes increase to make direct service economically viable.

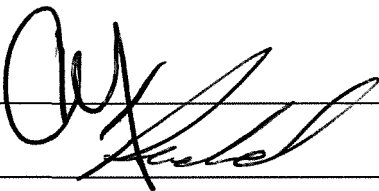
The Company and the Union agree that there shall be a separate seniority list for the Oshawa Service Centre, which will be completely removed from the Mississauga seniority list, and all employees at the Oshawa Service Centre must be combo employees, capable of P&D work and dock work. The Company will initially post bids for the Oshawa facility in Toronto, and those awarded these positions understand and agree that they will not be allowed to bump back into the Toronto seniority list. For the term of this Letter of Understanding, the Company and Union agree that should the need arise to add employees in Oshawa, the Company will post this opening in Toronto, but again, once accepted, the employee will not be allowed to bump back. In the event of a closure of the Oshawa Service Centre for any reason, the affected employees will be permitted to dovetail into the Mississauga seniority list.

There will be an Extended City department consisting of two Drivers domiciled in Oshawa who will be assigned to move loads to and from Buffalo.

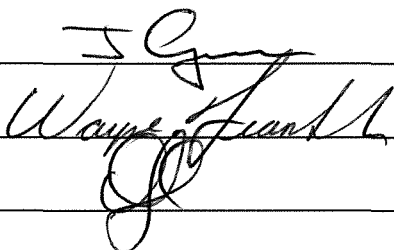
The Company agrees to abide by the terms of Article 29.1 of the Collective Agreement.

Dated at Mississauga this 8 day of August, 2012

**FOR THE COMPANY**

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

**FOR THE UNION**

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

**Letter of Understanding #4**

between

**YRC REIMER**

(hereinafter referred to as the "Company")

and

**TEAMSTERS LOCAL UNION 938**

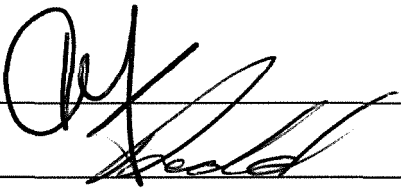
(hereinafter referred to as the "Union")

**Re: Employee Stock Option Program**

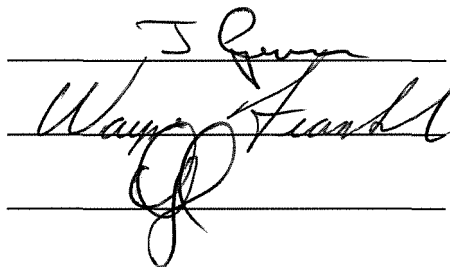
Employees will maintain their participation in the YRCW Employee Stock Option program.

Dated at Mississauga this 8 day of August, 2012

**FOR THE COMPANY**

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

**FOR THE UNION**

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



**Letter of Understanding #5**

between

**YRC REIMER**

(hereinafter referred to as the "Company")

and

**TEAMSTERS LOCAL UNION 938**

(hereinafter referred to as the "Union")

**Re: Maintenance Department**

Maintenance Department shall be covered by the terms of the current Collective Agreement between the Union and the Company subject to the following additional terms and conditions:

The employee shall be entitled to an annual safety shoe allowance of \$135.00 that will be reimbursed once each calendar year upon receipt of proof of purchase of new safety shoes in that calendar year.

The employee will receive an annual tool allowance in the amount of \$397.80 by means of an addition of \$15.30 to each of his 26 bi-weekly payrolls in each calendar year.

The employee will receive three (3) floating holidays per calendar year. One (1) week of the employee's vacation to be taken one (1) day at a time.

The Company will supply and maintain for an employee five (5) changes of coveralls or five (5) pant and shirt sets per week.

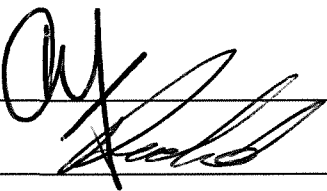
The employee will remain eligible for participation in the Teamster Pension Plan in accordance with the terms of the Collective Agreement between the Union and the Company and the Company shall make contributions on his behalf in accordance with the following schedule:

February 2012	\$172.80
February 2013	\$321.87
February 2014	\$470.93
February 2015	\$620.00

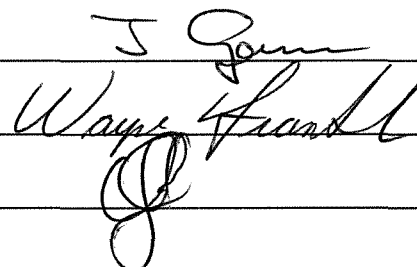
The employee will remain eligible for participation in the Teamsters Health & Welfare Plan in accordance with the terms of the Collective Agreement between the Union and the Company.

Dated at Mississauga this 8 day of August, 2012

**FOR THE COMPANY**

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

**FOR THE UNION**

  
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\_\_\_\_\_

## **A MEMBER REMINDER ON WITHDRAWALS**

Before a Withdrawal can be issued, the International Constitution and Local Union By-Laws require that a member has paid all financial obligations to the Union.

WITHDRAWALS will, in future, be issued on request for the following reasons:

- 1.) if you are LAID OFF
- 2.) if you TERMINATE YOUR EMPLOYMENT
- 3.) if you are DISCHARGED
- 4.) if you are on SICKNESS OR INJURY
- 5.) if you are on WORKERS' COMPENSATION
- 6.) if you are on PARENTAL LEAVE
- 7.) if you are on AUTHORIZED LEAVE OF ABSENCE

It is the sole responsibility of the member to apply for a Withdrawal Immediately he or she is to be off work for any of the above reasons. Before the Withdrawal can be Issued the member must have paid all dues or other financial obligations including the dues for the month In which the Withdrawal is applied for. The application must be sent within 90 days by the member directly to the Union office either in person, by mail, or fax.

The application for a Withdrawal Is self-explanatory, but *all* information needs to be completed.

Please follow this procedure so that you will always be in good standing in the Local Union. Withdrawal application forms are available from your Steward, the Union Office or downloaded onlne from our website at [www.teamsters938.org](http://www.teamsters938.org).

**PLEASE REMEMBER APPLYING FOR A WITHDRAWAL IS THE SOLE RESPONSIBILITY OF THE MEMBER.**