



**COLLECTIVE AGREEMENT BETWEEN:**

**GORSKI BULK TRANSPORT INC.  
DRIVER DIVISION**

**AND**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS UNION LOCAL NO. 880**

**EXPIRY DATE: September 30, 2006**

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## TABLE OF CONTENTS

ARTICLE 1.....	RECOGNITION.....	PAGE 3
ARTICLE 2.....	UNION SECURITY.....	PAGE 3
ARTICLE 3.....	MANAGEMENTFUNCTIONS.....	PAGE 5
ARTICLE 4.....	DISCRIMINATION.....	PAGE 5
ARTICLE 5.....	STEWARDS.....	PAGE 5
ARTICLE 6.....	GRIEVANCEPROCEDURE.....	PAGE 6
ARTICLE 7.....	STRIKES,LOCKOUTS & PICKET LINES.....	PAGE 9
ARTICLE 8.....	SENIORITY.....	PAGE 9
ARTICLE 9.....	COMPLETE OR PARTIAL CLOSURE.....	PAGE 11
	OF TERMINALS OR OPERATIONS	
ARTICLE 10.....	MERGERS.....	PAGE 12
ARTICLE 11.....	LEAVE OF ABSENCE FOR WORK WITH.....	PAGE 12
	THE TEAMSTERS UNION	
ARTICLE 12.....	EQUIPMENT.....	PAGE 12
ARTICLE 13.....	MEDICAL EXAMINATIONS.....	PAGE 13
ARTICLE 14.....	UNIFORMS.....	PAGE 14
ARTICLE 15.....	EXTRA CONTRACT AGREEMENTS.....	PAGE 14
ARTICLE 16.....	NEW TYPES OF EQUIP &.....	PAGE 15
	CATEGORIES OF WORK	
ARTICLE 17.....	BULLETIN BOARDS.....	PAGE 15
ARTICLE 18.....	LOSS AND/OR DAMAGE TO CARGO.....	PAGE 15
	OR EQUIP	
ARTICLE 19.....	GENERAL HOLIDAYS.....	PAGE 15
ARTICLE 20.....	VACATIONS WITH PAY.....	PAGE 17
ARTICLE 21.....	ALLOCATIONS & HOURS OF WORK.....	PAGE 18
ARTICLE 22.....	ALLOCATIONS & HOURS OF WORK.....	PAGE 20
	- HIGHWAY OPERATION	
ARTICLE 23.....	LEAD HANDS.....	PAGE 22
ARTICLE 24.....	PAY PERIOD.....	PAGE 22
ARTICLE 25.....	PART-TIME EMPLOYEES.....	PAGE 23
ARTICLE 26.....	STUDENTS.....	PAGE 23
ARTICLE 27.....	GENERAL.....	PAGE 23
ARTICLE 28.....	HEALTH & WELFARE.....	PAGE 26
ARTICLE 29.....	LEASED OR HIRED EQUIPMENT.....	PAGE 27
ARTICLE 30.....	CREDIT UNION.....	PAGE 27
ARTICLE 31.....	OPERATIONAL PRACTICES.....	PAGE 27
ARTICLE 32.....	WAGE RATES (Hourly & Mileage).....	PAGE 27
ARTICLE 33.....	RULES & REGULATIONS.....	PAGE 27
ARTICLE 34.....	INTERNATIONAL TRAFFIC.....	PAGE 27
ARTICLE 35.....	RETROACTIVITY.....	PAGE 28
ARTICLE 36.....	DURATION.....	PAGE 28
SCHEDULE 'A'.....		PAGE 29
SCHEDULE 'B'.....		PAGE 31
SCHEDULE 'C'.....		PAGE 35
LETTER OF UNDERSTANDING.....		PAGE 37

**THIS AGREEMENT** made as of the 23rd day of April, 2004

**BETWEEN:**

**GORSKI BULK TRANSPORT INC.  
(hereinafter referred to as the “Company”)**

**AND**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS UNION LOCAL NO. 880  
(hereinafter referred to as the “Union”)**

**ARTICLE 1- RECOGNITION**

- 1.1 The Company recognizes the Union as the exclusive bargaining agent for all its employees within the Province of Ontario.
- 1.2 The term employee shall mean all employees, save and except Foreman, those above the rank of Foremen, Office Staff, Sales Staff, Security Guards and Office Janitors.
- 1.3 It is further agreed that the effective date of this Collective Agreement shall be the 1<sup>st</sup> day of October 2003 and that the term shall be from this date to September 30th, 2006.
- 1.4 The intent and purpose of this Agreement shall be to promote and improve industrial relations and economic relations in the industry, to establish and to maintain a high degree of discipline and efficiency, to set forth herein, the basic agreement covering rates of pay, hours of work, and conditions of employment, which, shall render justice to all. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry’, to provide methods of fair and peaceful adjustments of all disputes, which may arise between them, and to foster good will and friendly relations and better understanding between the parties.

**ARTICLE 2- UNION SECURITY**

- 2.1 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of the contract, as a condition of employment.
- 2.2 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 the pay on the pay day the Local Union’s dues deductions are made, an amount equal to the Local Union’s monthly dues for the duration of the Agreement, as their financial contribution to the Local Union.

- 2.3 All employees, shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's initiation fee in installments of twenty-five dollars (\$25.00) per week, after the completion of the probationary period. 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.
- 2.4 (a) The Company agrees, for the duration of this Agreement to deduct from the last pay cheque of 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 (10<sup>th</sup>) day of the month following the date upon which such monies were deducted. The check-off list will include social insurance numbers and names.
- (b) 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 twenty-five dollars (\$25.00) per week. The Union will notify directly to the employee any such monies deducted in error, along with confirmation of such refund to the Employer.
- (c) The Union will supply the Company with a supply of printed check-off forms, which shall provide a column for "dues", "arrears in dues", "initiation fees" 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. In the case of an employee being on Workers' Compensation, the check-off list shall indicate that such employee is on Workers' Compensation.
- (d) The Union will supply the Company with initiation deduction authorization forms, Application for Union Membership forms, and Health and Welfare enrolment forms, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership forms and Health and Welfare forms are returned to the Union.
- (e) The deduction of Union dues shall be made from every employee, including, but not limited to, probationary employees.

- (f) The check-off and the cheque for Union dues deductions must be in the office of the Local Union not later than the tenth (10<sup>th</sup>) day of the month following the month in which the monies were deducted. If the check-off and the cheque has not arrived by the tenth (10<sup>th</sup>) of the month, the Local Union Secretary-Treasurer will, by registered mail, so notify the Company, who will ensure that the Company remits the cheque within seven (7) days of the receipt of the notification.
- (g) The Company will show the yearly Union monthly dues deductions on the employee's T4 slip.

### **ARTICLE 3- MANAGEMENT FUNCTIONS**

- 3.1 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, to hire, 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.
- 3.2 The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

### **ARTICLE 4- DISCRIMINATION**

- 4.1 No person shall be refused employment, or in any manner be discriminated against, in accordance with the Canadian Charter of Rights & Freedoms.
- 4.2 A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided he does not interfere with the normal operations of the Company.

### **ARTICLE 5- STEWARDS**

- 5.1 The Company acknowledges the right of the Union to appoint one (1) Steward for highway drivers and one (1) Steward for the city drivers, and, if the operations are such as cannot be covered by these Stewards, additional stewards may be appointed.
- 5.2 (a) Wherever possible, grievances shall be processed during the normal working hours of the Steward. A steward shall receive his regular rate of pay when a grievance or pending grievances are processed with the Company on Company property, or at any other place which is mutually agreed upon by both the Union and the Company.

- (b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid for all time spent during the processing of the grievance with the Company on Company property, or at any other place which is mutually agreed by both the Union and the Company.
  - (c) The provisions as outlined in paragraph 5.2 (b) are not subject to daily call-in guarantee and/or overtime provisions. In no case shall payment to Stewards for the time used in processing a grievance be extended beyond Step 2, as outlined 6.2(b) of the grievance procedure.
  - (d) Should the Company find that the 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 Article 6, section 6.2 of this Agreement.
- 5.3 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 will not be asked to recognize any Steward until such notification from the Union has been received.
- 5.4 The Company will notify the Union by registered mail, fax or telegram prior to the suspension or discharge of a Steward. Failure of the company to comply with this procedure shall render the dismissal or suspension null and void.
- 5.5 For the purpose of layoff and the day-to-day allocation of work within his department, the "Chief" Steward shall be established on the seniority list as "second man". In a department where there is more than one (1) Steward, the "Chief" Steward shall be the Steward for the purpose of applying this clause. There can also be a "Chief" Steward for the Oldcastle operation.
- 5.6 For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have access to trip sheets and time cards, Trip sheets and time cards will be made available immediately at the head office terminal during working hours of the Company and at other terminals within three (3) working days.

## **ARTICLE 6- GRIEVANCE PROCEDURE**

- 6.1 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 this 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 grievance promptly, through the following steps:
- (a) The griever 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.
- 6.2 (a) By a conference between the aggrieved employee and the Manager or his designate, failing settlement, the grievance must be submitted in writing, within thirty (30) calendar days from date of the alleged violation of the Agreement or from the date that the alleged violation became known to the griever but, in no

ease, more than thirty (30) days. The thirty (30) days limitation provided above shall not deprive any employee or the Union of the right to register a retroactive claim for Health and Welfare Pension, Ontario Health Insurance premiums or 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.

- (b) Failing settlement of the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be in the locale of the terminal involved, unless otherwise agreed. The General Manager or his designate shall render his decision, in writing, within seven (7) days from the date that the grievance was referred to him.
- (c) Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance must be submitted to an arbitration board as outlined below.

6.3 In the event the Company has a grievance, it shall be the responsibility of the griever to advise the other party, in writing, within thirty (30) calendar days of the alleged violation of the Agreement, and by such notification, arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the griever fail to reach satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Article 6.2 (c).

6.4 Grievances dealing with discharge and suspensions shall be registered, in writing, within seventy-two (72) hours (Saturdays, Sundays and Holidays excluded) from the time of the discharge or suspension and shall commence with Article 6.2 (b) of the grievance procedure.

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

- (a) An employee grievance, within seven (7) calendar days after the General Manager or his designate has rendered a decision, or, failed to render a decision as provided for in Article 6.2 (c), or seven (7) days from the date of deadlock, under the provision of 6.5 (d), the Union can go to a Board of Arbitration;
- (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.
- (d) Prior to proceeding to arbitration, any grievance may, by mutual consent, be submitted to a Joint Grievance Committee. The Grievance Committee shall be composed of two (2) persons, one (1) of whom shall be a Manager selected by the Company and one (1) Teamster Union Official who shall be selected by the Local Union concerned. A decision of the Joint Grievance Committee on the disposition of a grievance shall be deemed to be the settlement of the grievance and binding on the employee, the Union, and the Company. Settlements reached

by the Joint Grievance Committee shall not be used as precedents. In the event the Grievance Committee is deadlocked and unable to render a decision, either party may refer the grievance to arbitration in accordance with Article 6.5.

(e) A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's appointee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their nominee within the required seven (7) calendar days, or should the appointees fail to select a Chairman within thirty (30) calendar days from the date of their appointment, either party or their appointee shall request the Provincial or Federal Minister of Labour to make the appropriate appointment.

- 6.6 Where a driver on highway operations is away from his home terminal and thus unavailable to proceed with the steps of the grievance procedure within the time limits prescribed, such time limits shall be extended so as to permit his processing the grievance in accordance with the above steps, upon his return to his home terminal.
- 6.7 The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement, or to substitute any new provisions in this Agreement in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Board however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.
- 6.8 Each of the parties hereto will bear the expenses of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.
- 6.9 The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.
- 6.10 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.
- 6.11 Any employee covered by this Agreement when called in to the Company's office for any discussion, which may result in disciplinary action or a grievance shall be accompanied by a Steward or Business Agent.
- 6.12 A grievance, once submitted in writing, shall not be withdrawn when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.
- 6.13 The provisions of this article shall not apply to probationary employees nor shall the provisions of this article be available to the Union on behalf of any probationary employee.



## **ARTICLE 7 - STRIKES, LOCKOUTS & PICKET LINES**

- 7.1 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.
- 7.2 The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.
- 7.3 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 7.4 Each party recognizing the right 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 the strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees or the Union.
- 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**

- 8.1 Seniority shall be terminal wide and include all persons including Brokers working at the terminal and on the terminal payroll except as outlined in Article 9. It is further agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any other department within the terminal. Company Drivers who become brokers shall retain their same seniority on the seniority list. Brokers who become Company Drivers shall retain their same seniority on the seniority list and shall be treated as new employees for vacation purposes only.
- 8.2 The purpose of seniority is to provide a policy governing work preference, layoff and recall:
- (a) In the event of layoff, the Company shall consider:
    - (i) the seniority of the employees;
    - (ii) the qualifications of employees; and where the qualifications are relatively equal, the employee's seniority shall be the determining factor.
  - (b) In all layoffs, where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.
  - (c) A layoff for an employee shall be considered commencing upon notification of no work within his Department/bid, at which time the employee will be notified if there are junior men working in any other Department/Bid. He may then exercise his seniority to bump the most junior man in the Department/bid of his choice and work on that shift to the end of that workweek. He may then exercise his seniority as to shift and starting time in that Department/bid at the commencement of the following week. After seven (7) days, an employee must exercise his seniority. Such moves shall be considered temporary' and lasting only until such times as the work force requirements for the foreseeable future are returned to normal.

- (d) If a continued loss of workdays exists for an employee through shortage of work within any department or in case of a pending layoff, the Company or the Union may request a meeting to discuss alternative work for such employee.
  - (e) An employee who is forced to move under the preceding conditions shall retain his 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.
- 8.3 Seniority lists containing the name and the starting dates of all Company drivers and Brokers will be prepared and posted in the terminals every three (3) months on the bulletin boards, with sufficient copies for Stewards and Business Representatives. Company drivers who become Brokers will retain their same seniority on the seniority list. A seniority list containing the names, addresses and telephone numbers of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during the month of September. This article could be discussed between the Union and the Company if an unforeseen or unusual circumstance appears.
- 8.4 Hiring of Employees will necessitate a ninety (90) working day probationary period or six (6) calendar months of employment whichever is less. During the probationary period, a probationary employee may be disciplined or discharged without recourse to the grievance and arbitration procedures in this Agreement. Upon completion of the probationary period, if the person is retained in the employ of the Company, his name shall be placed on the seniority list and he shall be assigned a seniority date which will be his original date of hire,
- 8.5 Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a twelve (12) months period only. If demoted for any reasons 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 be subsequently discharged in such position beyond the jurisdiction of this Agreement. This article to be applied only once for an employee during the term of this Agreement.
- 8.6 An employee's seniority shall be lost and 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 contract;
  - (c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted, personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty.
  - (d) if he takes employment other than that declared and agreed upon when applying for 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 the employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive months.
- 8.7 Leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is mutually agreed upon.
- 8.8 Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority, provided the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work.
- 8.9 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 fulfill his elected duties for the initial term of office only, he must advise the Company before the next dispatch or as soon as possible.
- 8.10 The provisions of Article 6 of this Agreement shall not apply to probationary employees nor shall the provisions of Article 6 of this Agreement be available to the Union with respect to any probationary employee.

## **ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINALS OR OPERATIONS**

- 9.1 In the event of the 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 Union to outline the reasons for the closures.
- i) 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.
- 9.2 In the event of partial closure of a terminal, highway or city operation as a result of the work being moved to another terminal and which results in the reduction of employees in the department so affected, the following will apply:
- (a) A meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the department of the terminal from which the work is being moved.
  - (b) Failing agreement under section (a), employees affected in the department shall have the opportunity to move 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 and as a result, anyone in that terminal is subject to layoff, then, if work is available in the terminal to which the work is being moved, the available vacancies shall only

be opened to those employees subject to layoff

- (c) It must be clearly established that there is a movement of work in order for the above provision to apply.
- (d) Any employee who is laid off, as a result of the partial closure will be given thirty (30) day notices of such layoff, or pay in lieu thereof
- (e) Any dispute arising under the above provisions shall be immediately referred to Arbitration as outlined in Article 6, section 6.2.

9.3 Personnel moving under the conditions of 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 twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original terminal.

9.4 The Company will have the sole authority for the allocation of work of employees moving under the conditions of 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.

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

## **ARTICLE 10- MERGERS**

10.1 In any instance where a merger takes place or the Company purchases the operating rights of another, employees' seniority will be dovetailed, providing they meet with the purchasing Company's established qualifications.

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

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

## **ARTICLE 12-EQUIPMENT**

- 12.1 (a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles, which are not in safe operating condition and not equipped with safety appliances required by law.
- (b) It shall be the duty of employees to report promptly in writing to the Company all defects in equipment.
- (c) It shall be the duty and responsibility of the Company to maintain all vehicles in

a safe operating condition in accordance with the Department of Transport's regulations.

- (d) The maintenance of equipment in sound operating condition is not only a function but a responsibility of management.
- (e) The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.
- (f) It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- (g) The Company reserves the right to install vehicle information systems in any unit in the fleet provided however, that it does not invade personal privacy or is not discriminatory in its nature.

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

12.3 It is agreed between the Union and the Company having regard for safety and 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. Defective windshield washers shall not be classified as a breakdown. Windshield wipers to be kept in proper working order at all times and cabs to be weatherproof All highway equipment shall be equipped with West coast mirrors.

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

12.5 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 for the driver and also that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A "bad order" form, when made out by the driver, will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it shall be tagged and the keys

No driver or Company representative will remove the tag until the repair work is completed.

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

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

12.8 An air ride seat will be installed in all highway power equipment.

12.9 The Company shall maintain its trucks so that they operate at a safe and sufficient speed.

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

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

- 13.2 When a medical examination is required by the Company, the following conditions shall apply:
- (a) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
  - (b) If a medical examination is taken after working hours, the employee shall be paid twenty dollars (\$20.00) (effective April 23, 2004) and shall in such cases, receive at least three (3) days notice prior to the appointment with the doctor.
  - (c) If a medical examination is taken during working hours, one (1) day's notice will be given the employee.
  - (d) A report of the examination will be made available to the employee through the doctor designated by the employer.
  - (e) No employee will be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.
  - (f) In the event the Company elects to have the employee examined in another city, which is not adjacent to this home community, he shall be supplied transportation to and from the city and the employee shall be paid at the regular hourly rate for the time involved.
  - (g) Medical requirements applied by the Company shall not exceed those applied by the applicable Government Regulations as it applies 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 entitled him to. The application of this provision will be on an individual basis and decisions will not establish a precedent.

#### **ARTICLE 14- UNIFORMS**

- 14.1 The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the employer, free of charge, at the standard required by the employer. No employee shall be required to wear a uniform that does not bear a Union label. Before employees are requested to wear a uniform by the Company, the Union shall be consulted as to the type and standard.
- 14.2 It is further provided that the voluntary pooling arrangements for the purchase or rental of uniforms shall not come within the scope of this Agreement.

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

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

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

- 16.1 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 the failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.
- 16.2 The Company agrees to provide the necessary training without loss of wages, for unfamiliar or new equipment to all seniority employees.

## **ARTICLE 17-BULLETIN BOARDS**

- 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/OR DAMAGE TO CARGO OR EQUIPMENT**

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

## **ARTICLE 19- GENERAL HOLIDAYS**

- 19.1 The following General Holidays will be observed:
- |                              |                            |
|------------------------------|----------------------------|
| New Year's Day               | Thanksgiving Day           |
| Good Friday                  | December 24th (in lieu of) |
| Victoria Day                 | Remembrance Day            |
| Dominion Day                 | Christmas Day              |
| Civic Holiday                | Boxing Day                 |
| Labour Day                   | December 31st              |
| Heritage Day (if proclaimed) |                            |
- 19.2 When one of the observed General Holidays falls on a Saturday or Sunday, the day proclaimed by the Federal or Provincial governments shall be the day observed. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined below.
- 19.3 Drivers who work a combination of miles and hours in the week in which the General Holidays occurs shall be paid ten (10) hours at the regular hourly rate for the above-mentioned holidays, providing:
- They have been in the employ of the Company for thirty (30) calendar days;
  - They have not been laid off for a period longer than thirty (30) calendar days prior to the Holiday;

- (c) They have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the Holidays;
  - (d) Senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline the work providing a sufficient number of junior qualified employees are available.
- 19.4 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 ½) 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.
- 19.5 All night shift employees shall enjoy General Holidays in line with the following conditions:
- (a) All Holidays falling on a day other than a Monday, the night of the Holiday will be the General Holiday. Any hours worked between 6:00 a.m. the day of the Holiday and 6:00 a.m. the following morning shall be paid at time and one-half (1 ½) the normal rate of pay in addition to the General Holiday pay.
  - (b) In the case of Holidays falling on a Monday, employees whose workweek commences on Sunday or prior to 6:00a.m. Monday, Sunday shall be their General Holiday and their workweek will then commence on Monday. Any hours worked between 6:00 a.m. Sunday and 6:00 a.m. Monday will be paid at time and one-half (1 ½) 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 workweek commences on a Monday or prior to 6:00 a.m. Tuesday, Monday shall be their General Holiday and their workweek will 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 ½) the normal rate of pay in addition to the General Holiday pay. Employees whose workweek starts on Monday night shall not be allowed to work ahead of employees whose work week starts 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 to the purpose of applying this clause.
- 19.6 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.
- 19.7 Dispatches must be arranged so the highway drivers will be back in their home terminal and off duty at 6:00 p.m., December 23rd and December 30th. However, this does not preclude the Company in case of emergency to move a load if a driver, in line with his seniority, is willing to accept a dispatch which will bring him back to his home terminal after 6:00 p.m., as mentioned above. For all General Holidays, the highway driver is entitled to thirty-six (36) clear hours off duty from the completion of his shift on the eve or the day of such holidays.



## ARTICLE 20 – VACATIONS WITH PAY

- 20.1 All employees with less than one (1) year of employment shall receive a vacation pay in accordance with the regulations established under the Canada Labour Code (and as amended).
- 20.2 Employees who have completed one (1) year of employment shall receive two (2) weeks vacation with pay.
- 20.3 Effective January 1, 1988, employees who have completed five (**5**) years of employment by the anniversary date of their employment 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.
- 20.4 Effective January 1, 2006, employees who have completed ten (10) years of employment by the anniversary date of their employment 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.
- 20.5 Employees who have completed twenty (20) years of employment by the anniversary date of their employment shall receive five (5) weeks vacation with pay; however, if an employee has not completed his twentieth (20<sup>th</sup>) year of employment when taking his vacation, the pay for the fifth (5<sup>th</sup>) week shall be delayed until his twentieth (20<sup>th</sup>) anniversary date of employment.
- 20.6 Employees who have completed twenty-five (25) years of employment by the anniversary date of their employment shall receive six (6) weeks vacation with pay; however, if an employee has not completed his twenty-fifth (25<sup>th</sup>) year 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.
- 20.7 Vacation for those enjoying two (2) weeks vacation, three (3) weeks vacation, four (**4**) weeks vacation, five (5) weeks vacation and six (6) weeks vacation with pay annually, shall be calculated at four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) and twelve per centum (12%) respectively, of their total earnings for the year previous to their vacation.
- 20.8 Employees who have qualified for two (2), three (3), four (4), five (5) or six (6) weeks vacation and who sever or have their employment severed 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 percent (4%), **six** percent (6%), eight percent (8%), ten percent (10%) and twelve percent (12%) respectively, of their earnings since their last computed vacation pay.
- 20.9 Vacation pay will be computed at the rate of two per centum (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation pay be less than the equivalent of forty (40) hours pay per week of vacation provided, he has worked fifty percent (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall not apply to employees who sever or have their employment severed.

20.10 The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of 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 1st in each year.

- a) It shall be compulsory for all employees to take their Vacations during the period from April 1st to March 31<sup>st</sup>.
- b) Employees while on vacation cannot be called into work,

20.11 The Local Union agrees that it is management's obligation to maintain an efficient working force, and due consideration to same will be made in allocation of vacations.

20.12 Vacation pay cheques shall be made available to the drivers when their vacation time is taken. The amount of the vacation pay will not be less than his average weekly gross pay provided he has accrued sufficient vacation funds.

## **ARTICLE 21 - ALLOCATION OF HOURS OF WORK**

- (a) All hourly work performed on Saturday will be paid at the rate of time and one-half (1 ½) the regular rate of pay.
- (b) All hourly work performed on Sunday will be paid at the rate of time and one-half (1 ½) the regular rate of pay.
- (c) Same day trips performed on a Saturday or Sunday will be paid at time and one half (1 ½) the mileage rate of pay.
- (a) The "call-in" guarantee shall be eight (8) hours.
- (b) It is furthermore mutually agreed that hourly rated employees performing work on Saturday or Sunday will receive a guarantee of four (4) hours work and the eight (8) hour call-in guarantee shall not apply.
- (c) Overtime rates at time and one-half (1 ½) of the normal rate of pay will be paid for all hours in excess of eight (8) in any one (1) day and /or forty (40) hours in any one (1) week.
- (d) Where a Statutory Holiday falls during a work week, Monday to Friday, the work week will be reduced by eight (8) hours for each Holiday.
- (e) Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner:
  - (i) to the senior available employee on duty who is willing to perform such work;

- (ii) when no one is available under (i) or in the event additional personnel is required off-duty employees will be called in, in order of seniority.
- (f) All hourly rated employees will be allowed a coffee break not in excess of fifteen (15) minutes, without loss of pay, in the first half shift, and a coffee break not in excess of fifteen (15) minutes, without loss of pay, in the second half shift.
- (g) When an employee is specifically requested to work overtime, he will be given a coffee break not exceeding fifteen (15) minutes, without loss of pay, before such overtime commences. Half hour will be deducted for lunch breaks during the first eight and one half (8 ½) hours on duty. An additional half hour will be deducted for another lunch break during the first four (4) hours of the second shift unless the second lunch break is waived by the driver and approved by the dispatch.

### 21.3 ANNUAL JOB BIDS

- (a) It is agreed between the Company and the Union that once each year all employees in the highway and city departments may bid to transfer to other departments within their own terminal, providing they have the necessary qualifications and seniority.
- (b) 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 department openings, shift starting times and special operations and highway bid runs. Each employee will be brought into the office in order of seniority to bid, at which time he must indicate his preference. The transfer of employees will be affected 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 office 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.
- (c) If a fundamental change is made in a bid run operation which alters an employee's earnings or working conditions it may be re-posted subject to the Union and Management mutually agreeing to do so.

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

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

### 21.6 JOB TRANSFER FOR HOURLY RATED EMPLOYEES

When job openings occur coming within the scope of this Agreement, such openings will be posted on the Bulletin Board for seventy-two (72) hours, Saturday, Sunday and General Holidays excluded, and the employees affected shall have the first opportunity of bidding on such job openings and retaining their seniority.

- 21.7 An employee who transfers from his annual job bid 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 22- ALLOCATION & HOURS OF WORK - HIGHWAY OPERATION**

22.1 HIGHWAY BID RUN DRIVERS – a highway driver operating on a bid run.

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

BID RUN OPERATIONS - at a terminal where bid runs may be set up or where there are special operations, it is agreed that the Company and the Local Union involved will meet to establish rules, in writing, governing the operations of such bid runs and/or special operations. One-way trips of seventy-five (75) miles or less from the Company's terminal will be paid for at the hourly rate.

22.2 Bid runs will only be established with the Local Union involved and in accordance with the Rules set forth below.

Additional rules may be agreed upon, not inconsistent with the regular highway operation, by mutual consent and these rules must be reduced in writing.

- (a) A bid run shall have a regular starting time established unless otherwise mutually agreed upon.
- (b) Bid runs shall have permanent points established on the bid and the driver will not be dispatched to points other than those points established by the bid.
- (c) If for any reason the bid run does not materialize, or the driver is laid off, the bid run driver shall exercise his seniority on the regular highway operations under the terms of Article 8.2 (c).
- (d) If a fundamental change is made in a bid run operation which alters an employee's earnings or working conditions it may be re-posted subject to the Union and Management mutually agreeing to do so.

22.3 (a) If a driver is not dispatched after reporting for work as advised, he shall be paid for all time held at the regular rate of pay.

(b) When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays as outlined in Article 19.1. All time paid for employees called in on General Holidays shall be paid at one and one-half (1 ½) times the regular rate but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

(c) Highway drivers shall have the right to decline further work when they have accumulated a

total of forty-five (45) hours or 1,800 miles in any week.

- 22.4 All time payments of highway drivers shall include way-freighting, terminal delays, breakdowns and other unavoidable delays and shall be calculated at the prevailing wage rate of the driver's home terminal. It is agreed that a driver, while performing work where a higher scale prevails, shall receive the prevailing driver's scale while performing work in that area. Any claim for pay must be accounted for by the highway driver on a form provided and approved by the Company's representative in charge. In the event of breakdowns or other allegedly unavoidable delays, such as major snow storms occurring in areas without supervision, the Company may, at its discretion, require drivers to sign a statutory declaration having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, setting forth the causes, to the best of their knowledge and belief, for such breakdowns and/or delays.
- 22.5 When a highway driver is required to find his own sleeping accommodations, the Company agrees to pay all bona fide room receipts.
- 22.6 Transportation for laid-over highway drivers will be supplied by the Company in a Company vehicle or by adequate public transportation to and from sleeping accommodations and restaurant facilities over one-half (½) mile from the Company terminal. Transportation will be supplied under one-half (½) mile in inclement weather.
- 22.7 For the purpose of determining "adequate", drivers will not be required to wait more than fifteen (15) minutes for public transportation nor will they be required to walk more than one-half (½) mile from the terminal to the place of public transportation or from the place of public transportation to the place of their sleeping quarters or a combination of both.
- 22.8 A highway driver suspended or discharged away from his home terminal shall receive transportation to his home terminal within a period of ten (10) hours from the time of discharge, provided he is available.
- 22.9 **FOREIGN TERMINAL DISPATCH**
- (a) Highway drivers required to layover at a foreign terminal shall not be dispatched until they have been off duty for eight (8) hours.
  - (b) They shall be allowed one (1) hour, without pay, to report for work except where the location of their sleeping quarters makes it necessary to take longer, but at no time to exceed two (2) hours.
  - (c) If a driver is held over twelve (12) hours, he shall be paid for all time held over twelve (12) hours, up to a maximum of ten (10) hours in the first twenty-two (22) hour period from the time the run ends. The same principle shall apply in each succeeding (22) twenty-two hours. If he is required to perform hourly rated work during the hold-over period, he shall be paid his regular hourly rate of pay for such work and this pay shall be in addition to the pay he receives for all time held.

- 22.10 On Sundays and Holidays, lodging shall be allowed in addition and in accordance with the allowance set out herein and the driver shall receive a meal allowance of twelve dollars (\$12.00) for each day held.
- 22.11 No driver will be held-over away from his home terminal on a General Holiday or on a Sunday, unless by mutual agreement.
- 22.12 **SPECIAL RULES FOR ALL HIGHWAY OPERATIONS**  
Having regard for the differing operational conditions that may exist from one Company to another or from one area to another, the Company and the Union 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 any dispute concerning the agreed upon Rules and Regulations arises, either party to this Agreement reserves the right to rely on the terms of this Agreement, which shall govern.

### **ARTICLE 23- LEAD HANDS**

- 23.1 A "Lead Hand" shall be defined as a person who performs work and directs the work of others. He shall not have the authority to hire, fire, suspend or otherwise penalize other employees and he shall be a Union member. 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 shall be the sole responsibility of management to make the final decision provided that when qualifications are equal, the senior man will be given the preference. It is understood that the differential in wages for lead hands will be a minimum of twenty-five cents (\$0.25) per hour in excess of the driver's rate of pay.
- 23.2 In terminals where the number of employees in the bargaining unit does not exceed four (4) drivers and/or dock-men, the Company has the right to appoint Lead Hands to cover such operations.
- 23.3 At terminals where the number of employees in the bargaining unit exceeds four (4), the Company will appoint a terminal manager and/or a foreman, who will be excluded from the bargaining unit.
- 23.4 "Lead Hands" shall not perform driving duties.

### **ARTICLE 24- PAY PERIOD**

- 24.1 Pay cheques will be issued weekly with a two (2) week holdback. The Company will meet with the union to make satisfactory arrangements to assist employees during the adjustment period.
- 24.2 The Company shall issue pay cheques the day prior to any Holiday on which a payday falls.
- 24.3 Pay cheques shall be prepared and ready for distribution by Thursday, noon each week.
- 24.4 Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty (\$50.00) Dollars net will be paid within forty-eight (48) hours.
- 24.5 All documents pertaining to any load must be turned in to the Company office by any given Friday for payment in the next pay period.

## **ARTICLE 25- PART-TIME EMPLOYEES**

- 25.1 Part-time employees shall receive the same minimum scale as regular employees, but are not otherwise covered by the terms of this Agreement.
- 25.2 A part-time employee shall be considered an employee working eight (8) hours or less per week. When a part-time employee's work exceeds eight (8) hours per week, Monday through Friday, he shall, commencing with the week he exceeded the eight (8) hour limitation, be considered a probationary employee and all conditions of this Agreement shall then apply. Regular employees who are laid off shall be given the first opportunity for part-time work and the daily guarantee shall apply.
- 25.3 Part-time employees who work anytime in the month will be required to sign dues deduction authorization forms upon commencement of employment and the Company will remit such monies, monthly, to the Local Union along with the regular dues remittance.
- 25.4 Hours worked by a part-time employee on a Saturday and/or Sunday will not enable them to become probationary employees.

## **ARTICLE 26- STUDENTS**

- 26.1 Students may be hired on a full-time basis for the summer months, May 1st to September 30<sup>th</sup>, and shall come under all pay regulations of 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 the seniority rights of full time employees.

## **ARTICLE 27- GENERAL**

- 27.1 The Company agrees to bear the cost of moving the furniture and other personal belongings of any employee permanently transferred at the Company's request to another branch of the Company.
- 27.2 Personnel shall be allowed time off to vote in Dominion, Provincial or Municipal elections in accordance with the appropriate statute.
- 27.3 All employees must be given dated receipts for all monies turned into the Company.
- 27.4 (a) Should the Company require an employee to post Bond, the charge shall be paid by the Company. The primary obligation to procure the Bond shall rest with the Company and if it cannot arrange for a Bond for an employee within thirty (30) days, it must so notify the employee in writing. Failure to notify the employee shall relieve the employee of the bonding requirement.
- (b) If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard bond premium to be paid only by the Company. A "standard bond premium" shall be that premium paid by the Company for all bonds for all other employees in similar classifications. Any excess bond premium charges are to be paid by the

employee. Where the Company whose employees are not bonded institutes a bonding condition during the term of this Agreement, the inability of the employee who has attained seniority to secure a bond shall not be cause for discharge.

- 27.5 (a) In the event of a death in the immediate family, (i.e. mother, father, sister, brother, spouse, child, step-children grandparent, in-law, step-parent, grandchildren) an employee shall be given the necessary time off work to attend the funeral and will be paid three (3) days pay provided that the period between the day of death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence may be granted.
- (b) In the event of the death of a grandparent of the spouse of an employee, the employee shall be given the necessary time off work to attend the funeral and will be paid a maximum of one (1) day's pay, provided the day of the funeral is a working day for the employee. If more time is required for any reason relating to the death, a leave of absence may be granted.
- 27.6 In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto, the relative section only of this Agreement shall be nullified.
- 27.7 (a) It has been 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.
- (b) Shunters, dockmen and yardmen requested to work in the terminal yard in inclement weather will be provided with protective clothing.
- (c) The Company will pay each driver the sum of \$100.00 during each twelve (12) month period of operation of the Collective Agreement to be used by the driver to purchase CSA approved safety foot wear. Each driver will wear the safety footwear at all times when at work or at the customer's site.
- 27.8 The Company agrees to provide clean and sanitary and adequate accommodations in respect to lunchrooms, washrooms, and sleeping accommodations.
- 27.9 The Company shall pay the prevailing rates to all employees compelled to attend Company meetings.
- 27.10 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) hour for lunch and the lunch period shall be between the fourth (4<sup>th</sup>) and the sixth (6<sup>th</sup>) hour. An employee shall not however, take any time off for meals before he has been on duty for four (4) hours nor after he has been on duty for six (6) hours.
- 27.11 The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of miles and the amount earned by miles, the number of regular hours worked and the amount earned, the number of overtime hours worked and the amount earned, and any amount remitted on the employee's behalf for Pension purposes. If the Company is presently supplying additional information over the above that listed above, it will continue to do so. If the Company changes a time



card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by pay day.

- 27.12 When new terminals are opened, the Company agrees to provide parking facilities for all employees while on duty.
- 27.13 Employees who are discharged will have their discharge confirmed in writing and their pay will be mailed by registered mail to his last known address within twenty-four (24) hours from the time of his discharge. Employees who terminate their employment shall have all monies owing them paid not later than the following payday.
- 27.14 If an employee is called and 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 rate, less the amount of the jury duty or Crown Witness pay received, for hourly rated employees and ten (10) hours per day, for highway drivers.
- 27.15 If an employee meets with an accident at work which incapacitates him from carrying out his duties, he shall be paid his full day's wages for the day of the injury provided 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.
- 27.16 No drivers will not be compelled to operate unsafe handling equipment or equipment with which he is not familiar. The employer shall not require a person to lift, carry or move anything so heavy or in a manner as to likely endanger his safety or the safety of any other person.
- 27.7 No employee shall be penalized if he refuses to work under conditions which make-work hazardous or under conditions contrary to the applicable Government agencies.
- 27.8 In the event, that a Safety Committee is required by the applicable Federal or Provincial legislation, the Company will establish such a Committee and pay participating employees at the regular hourly rate of pay for the time required.
- 27.19 NEW HIRE  
The Company agrees that all new driver hires shall be hired into Gorski Bulk Transport Inc. and shall be paid in accordance with the following schedule of rates:
- a) For the first ninety (90) calendar days of employment, the hourly rate shall be 80% of the current rate.
  - b) Commencing on the ninety-first (91<sup>st</sup>) calendar day through to the one hundred and eightieth (180<sup>th</sup>) calendar day of employment, the hourly rate shall be 85% of the current rate.
  - c) Commencing on the one hundred and eighty first (181<sup>st</sup>) calendar day through to the two hundred and seventieth (270<sup>th</sup>) calendar day of employment, the hourly rate shall be 90% of the current rate.
  - d) Commencing on the two hundred and seventy first (271<sup>st</sup>) calendar day through to the first anniversary date of employment the hourly rate shall be 95% of the current rate.
  - e) Commencing the first day after the first year anniversary date of employment, the employee shall be paid the regular hourly and mileage rates as contained in the Collective Agreement.

Notwithstanding the above, all other terms and conditions of the Collective Agreement shall apply to all new hires. The terms of the above Agreement may be varied by mutual agreement between the parties.

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

## **ARTICLE 28- HEALTH & WELFARE**

28.1 The Company shall pay the total cost of the premiums to the Ontario Health Insurance Plan (O.H.I.P.) on behalf of all employees on the seniority list and employee's eligible dependants.

28.2 The Company further agrees to institute and pay the total cost of the premiums to a Health and Welfare Plan that will provide:

- (i) For employees and employees' eligible dependants:
  - (a) Prescription Drugs (\$2.00 card carrying plan)
  - (b) Dental Care .Current O.D.A.
  - (c) Eye Glasses .(Effective 1/12/93 increased to \$200.00)
  - (d) Orthodontics .Employees pay all costs over \$1,200.00 per child under 18 years of age once per lifetime.
- (ii) For employees
  - \$50,000.00 effective date of ratification
  - \$50,000.00 effective date of ratification A.D.& D.
  - \$424.65 per week, sick and accident benefit (to escalate with U.I.C.)
  - for 26 week period, 1<sup>st</sup> day accident, 8th day illness.

28.3 To be eligible for the benefits as set forth in 28.1 and 28.2 hereof, an employee must:

- i) have completed his probationary period as contained in Article 8.4.
- ii) have worked a minimum of five ( 5 )days during the month for which contribution is being made
- iii) have not been laid off for a period longer than thirty (30) calendar days
- iv) have not been absent from work due to sickness or accident for a period longer than six (6) months.

28.4 In the event that the Company should fail to remit premiums on behalf of any employees, the Company will assume full responsibility for all medical costs and benefits, which may be incurred.

28.5 The above-mentioned penalty provision will not apply where a Company fails to submit a premium or premiums because of clerical omission.

28.6 The Company shall provide Out of Province Coverage for all its employees and eligible dependants.

## **ARTICLE 29 – LEASED OR HIRED EQUIPMENT**

- 29.1 No employee on the seniority list will suffer short hours, layoff or reduced work week through the Company hiring leased or hired equipment, nor will employees on the regular seniority list be laid off due to the Company hiring outside equipment for such city pickup and delivery work, when the Company has appropriate and useable equipment available for such work.
- 29.2 This clause shall not be applicable to the emergency use of hired trucks for short duration. It is understood that these provisions will not be used to deprive regular employees on the seniority list of their regular work consistent with the efficient operation.
- 29.3 Supplemental Work

Outside Drivers Services will be limited to four (4) men. Further utilization of outside Driver Service must be mutually agreed upon between the Union and the Company.

## **ARTICLE 30- CREDIT UNION**

- 30.1 The Company agrees in principle to the deduction of monies to be submitted to a duly chartered Credit Union, such deductions to be restricted to one (1) registered Credit Union.
- 30.2 If additional Credit Unions require payroll deductions, it will be a requisite of the Company and the Union to mutually agree to such deduction.

## **ARTICLE 31 -OPERATIONAL PRACTICES**

- 31.1 No operational practices will be changed or altered until a meeting has been held between the Company and the Union and all such changes are mutually agreed to and reduced to writing.

## **ARTICLE 32- WAGE RATES (Hourly & Mileage)**

- 32.1 Attached hereto and forming an integral part of this Agreement is Schedule “A”, outlining hourly and mileage wage rates.

## **ARTICLE 33-RULES & REGULATIONS**

- 33.1 Attached hereto and forming an integral part of this Agreement is Schedule “B”, setting forth Rules and Regulations governing employees covered by this Agreement.

## **ARTICLE 34-INTERNATIONAL TRAFFIC**

- 34.1 Attached hereto and forming an integral part of this Agreement is Schedule “C”, setting forth conditions pertaining to International Traffic.

**ARTICLE 35- RETROACTIVITY**

35.1 It is understood and agreed that all monetary gains will be effective as provided in this Collective Agreement.

**ARTICLE 36- DURATION**

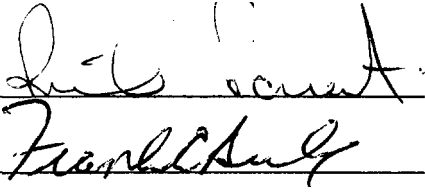
36.1 This Agreement shall become effective on the 1st day of October, 2003 and shall continue in full force and effect until the 30th day of September, 2006 and from year to year thereafter, unless, within ninety (90) days of the date of expiration, either party notifies the other of its intent to amend this Agreement.

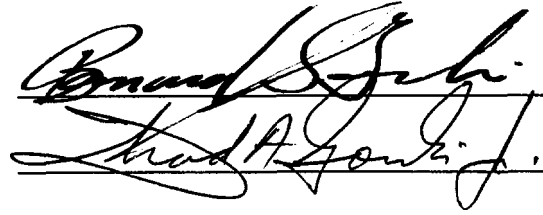
36.2 Negotiations will be entered into within fifteen (15) days of notifications to do so.

36.3 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS UNIO LOCAL NO. 880

GORSKI BULK TRANSPORT INC.

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

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

**SCHEDULE "A"**

**WAGE RATES**

The following mileage rate increases shall be added to the regular base mileage rates in lieu of rime payments for;

- 1) initial hookup of equipment and for final unhooking and storing of equipment;
- 2) check oil, tires, windshield washer containers and water;
- 3) fueling
- 4) at intermediate points, to switch equipment, break trailer trains.
- 5) at intermediate points, each additional drop and individual pickup of equipment. (Equipment shall mean trailers, pay-loaders and dollies).

**Mileage Rates**

**Per mile Increases Effective**

<u>10/1/03</u>	<u>10/1/04</u>	<u>10/1/05</u>
\$0.4375	\$0.4475	\$.4575

**Hourly Wage Rates**

**Per Hour Increases Effective**

<u>10/1/03</u>	<u>10/1/04</u>	<u>10/1/05</u>
\$20.06	\$20.66	\$21.26

**MILEAGE AND HOURLY RATES**

- 1. (a) It is agreed the Union and the Company will jointly determine the terminal mileage basis to be used during the term of this Agreement.
- (b) When charts are completed, a meeting between the Local Union and the Company will be held to formulate procedures to be followed in any area where a decrease in miles occur.
- (c) Mileage on trips to non-terminal points will be determined by the use of the current P.C. Miler program using the shortest distance formula.

**COST-OF-LIVING-ALLOWANCE**

- 2. (a) C.O.L.A. will be paid after the first five percent (5%) increase in the C.P.I. index

- (b) For every one percent (1%) increase in the index, ten cents (\$0.10) per hour will be paid based on 2,080 hours.
- (c) To be calculated annually from November 1st to October 31<sup>st</sup> to be paid year for the duration of the contract.
- (d) Cheques will be issued no later than December 1st for each year,

Example: If the inflation rate is one percent (1%) per month or twelve percent (12%) per year, you would receive the following:  $12\% - 5\% = 7\% \times \$0.10/\text{hr.} = \$0.70$   
 $\$0.70 \times 2,080 = \$1,456.00$

Therefore, at the end of one (1) year worked, the C.O.L.A. would be \$1,456.00.

### 3. PERSONAL SAVINGS PLAN

#### Plan Particulars

- 1) Driver must have completed his probationary period.
- 2) The Company shall submit monthly payments on behalf of the driver to a single group carrier.
- 3) The plan shall be registered in each individual driver's name.

#### Payments to commence

Effective on ratification the Company contribution is \$1,200.00 per year per man.

- (i) \$100.00/month will be provided to seniority employees who contribute "0" to \$100.00.
- (ii) Matching contribution for seniority employees who contribute in excess of \$100.00 month to a maximum Company contribution of \$150.00/month.
- (iii) Each seniority employee must declare his monthly contribution annually by a date to be prescribed by the Company.

**SCHEDULE "B"**  
**RULES AND REGULATIONS**

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

Nothing in these Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular grievance machinery. Existing Company Rules and Regulations and penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal By-laws shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company. Any employee requested to sign for the receipt of an incident report may be accompanied by a Steward.

All penalties and reprimands must be issued to the employees within seventy-two (72) hours Saturdays, Sundays, General Holidays and Vacation periods excluded, from the time the infraction became known by the Company. "Became known" shall mean the Company must be in receipt of a completed accident/incident report(s) from the employee. A copy of the reprimand will be sent to the Local Union by Fax transmission, mail or hand delivered, otherwise the penalty or reprimand will be considered null and void.

The Company may submit a request to the Steward or the Union office for an extension of the seventy-two (72) hour time limit and no such request will be denied without good and sufficient reason.

1. **PASSENGERS**

- (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. Pets not permitted.
- b) Permitting others not covered in section (a) to ride on or in Company equipment will be subject to dismissal.
- c) Passengers permitted with written permission from the Company.

2. **ACCIDENTS/INCIDENTS**

- (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/incident. However, the driver will be absolved of blame if the accident/incident is proven to be caused by a mechanical failure and the Company will then be responsible for wages and expenses if the driver is required to appear in court relating to the accident/incident.

Accidents will mean moving accidents or any incident involving company equipment to include auxiliary equipment/spills or loss of product.

- (b) Suspension for the investigation of an accident shall not exceed five ( 5 ) days (Saturday, Sunday and General Holidays excluded). Employees shall be paid for all lost time during said investigation period should it be found that they were not at fault.
- (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.
- (d) Employees involved in accidents will be notified by the Company whether the accident was chargeable, or a non-chargeable accident, within thirty (30) days after the last day of the month in which the incident occurred.

3. EQUIPMENT

- (a) Tampering with tachograph, governor, other safety devices, satellite or Company equipment:
  - 1<sup>st</sup> offense            1 week off
  - 2<sup>nd</sup> offense            Subject to DISMISSAL
- (b) Failure to ensure that power equipment is properly serviced for fuel, oil and water and that all tire pressures are checked before leaving the terminal where required by the Company:
  - 1<sup>st</sup> offense            Reprimand
  - 2<sup>nd</sup> offense            1 day off
  - 3<sup>rd</sup> offense            3 days off
  - Subsequent offenses.....Subject to DISMISSAL
- (c) Failure to properly connect, disconnect hoses, fittings and auxiliary equipment properly if proven negligent.
  - 1<sup>st</sup> offense            Reprimand
  - 2<sup>nd</sup> offense            1 day off
  - 3<sup>rd</sup> offense            3 days off
  - Subsequent offenses.....Subject to DISMISSAL
- (d) Failure to report mechanical defects in equipment, if known:
  - 1<sup>st</sup> offense            1 day off
  - 2<sup>nd</sup> offense            3 days off
  - Subsequent offenses.....Subject to DISMISSAL
- (e)
  - 1<sup>st</sup> offense    Reprimand to 3 days off
  - 2<sup>nd</sup> offense    Subject to DISMISSAL
- (f) Failure to ensure that units are properly hooked up and locking devises engaged and trailer support fully raised:
  - 1<sup>st</sup> offense            1 day off
  - 2<sup>nd</sup> offense            3 days off
  - 3<sup>rd</sup> offense            1 week off
  - Subsequent offenses ..... Additional time off to DISMISSAL



(g) Failure to drop trailer equipment properly.

1st offense Reprimand  
2<sup>nd</sup> offense 5 days off  
3<sup>rd</sup> offense Subject to DISMISSAL

4. CONDUCT & BEHAVIOUR

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

1st offense Subject to DISMISSAL

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

1st offense Reprimand to 1 week off  
2<sup>nd</sup> offense Subject to DISMISSAL

(c) Theft or willful damage:

1st offense Subject to DISMISSAL

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

1<sup>st</sup> offense Reprimand  
2<sup>nd</sup> offense 1 day off  
3<sup>rd</sup> offense 3 days off  
4<sup>th</sup> offense Subject to DISMISSAL

e) Deliberate disobedience of orders of authorized personnel:

1st offense Subject to DISMISSAL

f) An employee will not be discharged due to the 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 annual bid time, he will revert to his former position.

(g) Discourtesy to a customer (subject to investigation):

1st offense Reprimand  
2nd offense 1 week off  
3<sup>rd</sup> offense Subject to DISMISSAL

h) Failure to load and unload properly or mishandling freight:

1st offense Reprimand  
2nd offense 3 days off  
3<sup>rd</sup> offense Subject to DISMISSAL

5. REPORTS

- (a) Deliberate falsification of time cards or trip report:
  - 1st offense Subject to DISMISSAL
  
- (b) Failure to properly complete and submit required Company records and documentation.
  - 1<sup>st</sup> offense verbal
  - 2<sup>nd</sup> offense written reprimand
  - 3<sup>rd</sup> offense 1 day off
  - 4<sup>th</sup> offense 3 days off
  - 5<sup>th</sup> offense 5 days off
  - 6<sup>th</sup> offense Subject to DISMISSAL
  
- (c) Failure to report to dispatch at specified times when required to do so.
  - 1<sup>st</sup> offense verbal
  - 2<sup>nd</sup> offense written reprimand
  - 3<sup>rd</sup> offense 1 day off
  - 4<sup>th</sup> offense 3 days off
  - 5<sup>th</sup> offense 5 days off
  - 6<sup>th</sup> offense Subject to DISMISSAL

6. DRIVING BEHAVIOUR

- a) Driving at speeds in excess of Government posted speed limits, but not to exceed sixty (60) miles per hour:
  - 1st offense Reprimand
  - 2<sup>nd</sup> offense 1 day off
  - 3<sup>rd</sup> offense 3 days off
  - 4th offense Subject to DISMISSAL

7. ATTENDANCE

- a) Failure to notify the Company not less than two (2) hours before regular starting time when unable to report for duty with a reasonable explanation:
  - 1st offense Reprimand
  - 2<sup>nd</sup> offense Reprimand
  - 3rd offense Subject to DISMISSAL
  
- b) Reporting late for work without a reasonable explanation:
  - 1st offense Reprimand
  - 2<sup>nd</sup> offense 1 day off
  - 3rd offense 3 days off
  - 4<sup>th</sup> offense Subject to DISMISSAL

8 OTHER

- (a) Smuggling cigarettes, tobacco or any other goods or contraband or any other objects with Company equipment while on Company time.
  - 1<sup>st</sup> offense..... Subject to DISMISSAL

## **SCHEDULE "C"**

The Company agrees that when an employee is required to cross any International Boundary within the geographical jurisdiction of the Local Union(s) party to this Agreement, such employee will receive a minimum of eight (8) hours pay at the U.S. rate or the Canadian rate, whichever is greater. All time worked in the U.S. after the eighth (8th) hour will be paid at one and one-half (1 ½) time the greater of the U.S. or Canadian rate. In the case of Highway drivers utilized in operations across the International Boundary, the eight (8) hour guarantee will be in addition to mileage earnings.

The Company will guarantee that the present ratio of work performed by Canadian drivers and U.S. drivers will be maintained and the same ratio will be applied with the increase or decrease of the volume of freight moving between the U.S. and Canada. At no time will this mean the elimination of the workforce on either side of the International Boundary as long as the Company operates between Canada and the U.S.

The foregoing conditions apply only to International operations where Canadian drivers do not go beyond the U.S. Custom compound and American drivers do not go beyond the Canadian Custom compound.

Companies wishing to operate Canadian drivers beyond the U.S. Custom compound and/or Americans beyond the Canadian Custom compound can only do so by mutual agreement, in writing, between the Local Unions having geographical jurisdiction at the Port of Entry where such operations are to be implemented and the Local Union or Unions into which such drivers run.

### **IMPORTANT NOTE:**

If you leave the employ of the Company, contact your Local Union wither in person, or by mail, for a **WITHDRAWAL CARD: OBTAINNING A WITHDRAWAL CARD IS THE SOLE RESPONSIBILITY OF THE MEMBER**

**WITHDRAWAL CARDS** can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

**IF YOU ARE NOT WORKING DUE TO SICKNESS. LAY-OFF. WORKMAN'S COMPENSATION. ETC. NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL.**

**WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT.**

**KNOW YOUR AGREEMENT..... MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.**

ALWAYS

1. ATTEND YOUR UNION MEETINGS.
2. Help new employees become acquainted with the agreement.
3. If you leave the employ of the Company, contact your Local Union office for a withdrawal card.

“BE A GOOD UNION MEMBER”

LETTER OF UNDERSTANDING

OCTOBER 17, 2003

RE: DISPATCH

1. This LETTER OF UNDERSTANDING applies to Owner Operators and Drivers despite any provision(s) in their respective Collective Agreements. If there is any conflict between any provision(s) in this LETTER OF UNDERSTANDING with any provision(s) in the applicable Collective Agreement, the provision(s) in this LETTER OF UNDERSTANDING shall govern.
  2. This LETTER OF UNDERSTANDING shall not be part of either the Owner Operator Collective Agreement or the Driver Collective Agreement.
- 

1. Personnel will be dispatched in accordance with the following
  - a) Skill and ability of Personnel
  - b) Availability
  - c) Hours of Service
  - d) Necessary Equipment
  - e) Seniority of personnel and where the qualifications expressed in a) are relatively equal, seniority shall be the determining factor.

***Note: All of the following provisions are subject to paragraph one above.***

2. Where the Company has extra highway trips, such trips shall be allocated to qualified personnel in order of seniority.
3. Personnel will be assigned the best paying dispatches, which are available. However, should the person elect to decline the best paying dispatch, he will be given preference on all other loads available.
4. The Company shall assign personnel to trips in accordance with the following conditions:
  - a) Seniority of the person at their dispatch terminal.
  - b) The person must be able to complete the trip in its entirety.
  - c) If a person loads a load, and has the ability to complete the trip in its entirety, he has the right to complete the load unless he advises dispatch that he has abandoned the dispatch.
5. Should other loads materialize and be available for dispatch between the time a person is called for duty and the time he reports for dispatch, the person will be advised and may exercise his seniority on such loads.

6. Work starting on the weekend and/or Monday will be dispatched on Friday and continue until dispatch is complete for Monday. This will be done in each terminal.
7. A person will be given preference of all available dispatches at his home terminal before foreign terminal men.
8. Foreign terminal men will be given a paying dispatch toward their home terminal if they direct dispatch that they wish to return to their home terminal.
9. In the event that no home terminal men are available, the foreign terminal man has the choice of all dispatches at that terminal (subject to 4 c)).
10. If personnel call in "sick" or "out of service" after dispatch is complete, the next available person will be offered the dispatch.
11. The Company agrees to meet with the union to discuss any matters referable to this letter of understanding.

Agreed this 11th day of December, 2003.