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No. OF EMPLOYEES	70
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COLLECTIVE AGREEMENT

DRIVERS

BETWEEN :

**C.C.C. CARRIERS LIMITED
TANK TRUCK TRANSPORT LIMITED
TELEDYNE TRANSPORT LIMITED**

as represented by the Tank Truck Division
of the Motor Transport Industrial Relations
Bureau of Ontario (Inc.)

(hereinafter referred to as the "Company")

-and-

Teamsters, Chauffeurs, Warehousemen
& Helpers of America, Local 91

Teamsters, Chauffeurs, Warehousemen &
Helpers of America, Local 141;

Teamsters, Chauffeurs, Warehousemen &
Helpers of America, Local 880

Teamsters Local Union 938;

Teamsters Local Union 990;

Affiliated with the International
Brotherhood of Teamsters

(hereinafter referred to as the "Union")

Covering Employees for the Period
December 1, 1991 to November 30, 1994

NOV 20 1992

03599(04)

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ARTICLE 1

INTENT AND PURPOSE

Section 1.1

The Company and the Union each represents that the **purpose** and intent of this Agreement is **to** promote cooperation and harmony: to recognize mutual interests: to provide **a** channel through which information and problems **may** be transmitted from one to the other: to **formulate** rules to govern **the relationship** between the Union and the Company, to promote efficiency and service and to set **forth** herein the Agreement covering rates of pay, dispute **procedure** and conditions of employment which will render justice to **all**.

ARTICLE 2

RECOGNITION

Section 2.1

The Company recognizes the Union **as** the **exclusive** bargaining agent **for all** employees, except foremen and persons above the rank of foreman, office and sales staff, security guards, office janitors and employees covered by **a** subsisting Collective Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1

The Union understands that the Company has the right to manage its business, including all of the prerogatives of Management, without consulting the general employees of the workforce, it has the right to determine the size of and direct the workforce, to extend or contract operations and to hire and discharge employees to the extent that the said rights and prerogatives have been expressly delegated to the Company. No other current or future agreement shall deprive The Company also has the right to discipline employees for just cause.

Section 3.2

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

ARTICLE 4

UNION SECURITY

Section 4.1

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

Section 4.2

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

Section 4.3

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 the Agreement and 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.

Section 4.4

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 4.5

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

Section 4.6

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deductions Authorization Forms, all of which shall be signed by all new employees on the date of hire. All completed Application for Membership Forms shall be returned to the Union within seven (7) working days and shall serve as additional notification of commencement of employment.

Section 4.7

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees.

Section 4.8

The Company shall not be required to discharge or suspend any driver who has been expelled or suspended from the Union for any reason other than the non-payment of initiation fees, Union dues and assessments.

Section 4.9

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

Section 4.10

Commencing during the first (1st) year of this Agreement the Company agrees that employees who are off work due to sickness or injury and/or Workers' Compensation, shall not have Union dues or initiation fees deducted from any general holiday payments.

ARTICLE 5

EXTRA CONTRACT AGREEMENTS

Section 5.1

It is a that neither party to t i Agreement shall e t any e eement or contract with the loyees which wi the terms and provisions of this eme

ARTICLE 6

DISCRIMINATION

Section 6.1

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

ARTICLE 7

ADMISSION TO COMPANY PROPERTY

Section 7.1

Representatives of the Local Union shall be allowed to enter the Company's premises to deal with the administration of the Agreement provided they do not interfere with the normal operation of the Company and notify the Company of their presence.

ARTICLE 8

STRIKES, LOCKOUTS AND PICKET LINES

Section 8.1

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.

Section 8.2

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

Section 8.3

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

Section 8.4

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

Section 8.5

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

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1

A grievance shall consist of a dispute concerning the 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.

Section 9.2

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

Section 9.2 (continued')

STEP 1

By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare, Pension 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 13. The grievor may be accompanied by a Union Steward and, if deemed necessary by the Union, he may also be accompanied by a Business Representative of the Union.

STEP 2

Within three (3) full working days following the decision in Step 1 the grievor and a representative of the Union shall meet with the senior terminal representative of the Company or his designate. A decision shall be given in writing within three (3) full working days following this meeting; Failing settlement, then:

STEP 3

Within five (5) full working days following the decision in Step 2, an official or officials of the Union shall meet with the senior representative of the Company. This meeting shall be held at the locale of the terminal involved unless otherwise agreed. A decision shall be rendered in writing within three (3) full working **days** following this meeting.

Meetings shall be held at a mutually agreeable time.

Section 9.3

Failing settlement under Step 3 of any difference and including any question **as** to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request **for** arbitration is received within fourteen (14) full working days after the decision in Step 3 is given, it shall be deemed to have been abandoned.

Section 9.4

Any complaint or grievance concerning or affecting **a** group of employees shall be submitted in writing and originated under step 2.

Section 9.5

Any complaint or grievance arising directly between the Company and the Union shall be submitted in writing and originated under Step 2.

Section 9.6

All written grievances shall contain a description of the grievance.

Section 9.7

A claim by an employee that he has been unjustly discharged or suspended shall be treated as a grievance and may be taken **up** under Step 2 of the Grievance Procedure provided a written statement of such grievance is **lodged** with the Company within ~~seventy-two~~ (72) hours, Saturdays, Sundays and General Holidays excluded, after the discharge or suspension is effected.

Such special grievance may be settled under the Grievance Procedure by:

- (a) confirming the Company's action in dismissing or laying off the employee, or
- (b) reinstating the employee with full compensation for the time lost, or
- (c) by any other arrangement which may be deemed just and equitable.

Section 9.8

Where a driver on highway operations is **away** from his home terminal and thus unavailable to proceed with the Steps of the Grievance Procedure within the time limits prescribed, such time limits shall be extended so **as** to permit his processing the grievance in accordance with the above steps upon his return to his home terminal,

Section 9.9

No matter may be submitted to Arbitration which has not been properly carried through the proper steps of the Grievance Procedure unless otherwise mutually agreed.

Section 9.10

Any employee covered by this Agreement when called into the Company's office for any discussion with Management above the level of dispatcher which may result in disciplinary action or a grievance shall, upon request, be accompanied by a steward or business representative.

Section 9.11

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

ARTICLE 10

ONTARIO JOINT GRIEVANCE COMMITTEE

Sect 10.1

Should a grievance arise from any of the preceding steps, the grievance shall be submitted to the Ontario Joint Grievance Committee established for this purpose by the Motor Transport Industry Bureau of Ontario (Inc). A majority decision of such Committee shall be final and binding on all parties to the grievance. The grievance shall not have the right to be amended in any provision in the Agreement or to add any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Committee shall have the power to impose or set aside any penalty or discipline imposed by the Employer, which shall then be the decision of the Ontario Joint Grievance Committee. The Ontario Joint Grievance Committee shall be comprised of four persons, two (2) of whom shall be selected from the Local Unions and two (2) from the Employer. In the event that (4) persons are selected, the Ontario Joint Grievance Committee shall be composed of two (2) persons, one (1) of whom shall be selected from the Local Unions and one (1) from the Employer.

Section 10.2

It is further agreed that the Motor Transport Industrial Relations Bureau of Ontario (Inc.) and the Local Unions shall name only experienced representatives, who are engaged in the day-to-day administration of this Agreement, **as** nominees to the Ontario Joint Grievance Committee as required. It is understood that in the selection of representatives, the Bureau will not **name** a representative from the Company involved nor will the Union name a representative from the Local involved.

Section 10.3

It is **agreed** that in the **event** that the Ontario Joint Grievance Committee is unable to reach a majority decision, the grieving party **may**, within fourteen (14) calendar **days** of the date the Committee declares a "deadlock" unless they wish to withdraw the grievance proceed to arbitration as outlined in Article 11 below. If the matter **does** not proceed to arbitration **as** provided for in this Agreement, it **shall** be deemed to be abandoned.

ARTICLE 11

ARBITRATION

Section 11.1

When either party requests that a dispute be submitted to arbitration **as** hereinbefore provided, it shall notify the other party in writing and at the same time appoint a nominee. Within five (5) full working days thereafter the other party **shall** appoint their nominee.

Section 11.2

The two (2) nominees shall attempt to select, by agreement, a chairman of the Arbitration Board. If they are unable to agree upon a chairman within **a period** of twenty (20) **full** working days following the date of their appointment, they will then request the Federal Minister of Labour to appoint a Chairman.

Section 11.2 (a)

Within seven (7) calendar days of receipt of the notice of intent to arbitrate under Section 11.1 the grieving party may elect to proceed to arbitration by a one-person **Board** of Arbitration. **Should** the parties fail to appoint a one-person Board of Arbitration within thirty (30) calendar days, either party shall request the Minister of Labour to make the appropriate appointment.

Section 11.3

No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

Section 11.4

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

Section 11.5

Each of the parties hereto will **bear** the expense of **their** appointee to the Board and the parties will **equally bear** the fees and expenses of the chairman.

Section 11.6

The proceedings **of the** Arbitration Board will **be expedited by the** parties hereto and the decision of a majority of such Board **will be** final and binding upon the parties hereto and the employee concerned.

Section 11.7

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

Section 11.8

All monetary grievances mutually **agreed** upon shall be paid the following pay **period**.

ARTICLE 12

STEWARDS

Section 12.1

The Company acknowledges the right of the Union to appoint a steward at **each** terminal and, **if** the operations are such **as** cannot **be** covered **by** this steward, an additional steward may **be** appointed.

Section 12.2

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 12.3

If the Company representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid at his basic hourly rate for all time spent during the processing of the grievance with the Company. However, such time spent shall not be subject to any call-in guarantee or overtime provisions.

Section 12.4

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 register a grievance commencing with Step 2 of the Grievance Procedure set out in this Agreement.

Section 12.5

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

Section 12.6

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 12.7

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

Section 12.8

For the purpose of processing specific grievances or disputes, business representatives and stewards shall have relevant trips sheets, book-in, book-out sheets, time cards and personnel disciplinary records made available to them within twenty-four (24) hours at the head office terminal during the office hours of the Company and at other terminals within five (5) working days.

ARTICLE 13

SENIORITY

Section 13.1

Seniority shall be terminal wide but not interchangeable with any other department within the terminal.

Section 13.2

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

Section 13.3

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

- (a) the seniority of the employee;
- (b) the qualifications of the employee; and where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

Section 13.4

In all layoffs, where the qualifications of an employee are questioned by the Company, such employee will be given three (3) working days to perform the work in question to determine if he is qualified. Determination of qualifications will rest with the Company subject to Article 9.

Employees for whom no work is available for three (3) consecutive working days shall, upon request, be considered laid-off and have their Unemployment Insurance Separation Certificate issued. However, the Company may call employees according to seniority on a day-to-day basis requesting them to report for work when available.

Employees who are laid off and who obtain **work** elsewhere may make application for leave **of** absence as set out in Article 45. Should the other employment cease, for which the leave of absence was obtained, upon notification from the employee his name may then be placed on the recall list, upon mutual agreement between the Union and the Company. However, should no junior employee be available, they shall be subject to a recall under the terms of Section 13.6 (c) of this Agreement.

Section 13.5

Seniority lists shall be prepared and posted by the Company every four (4) months. The Company shall also supply sufficient copies to the stewards and Union Business Representative.

Section 13.6

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

- (a) if he voluntarily quits the employ of the Company;
- (b) if he is discharged and is not reinstated through the Grievance Procedure as provided in this Agreement;
- (c) if he 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 eight (8) consecutive days from the date of notification to report for duty;
- (d) if he overstays a leave of absence without securing an extension in writing of such leave of absence or if he takes employment other than declared and agreed upon when applying for the leave of absence;
- (e) if he is absent from work without securing a Leave of absence for more than three (31 consecutive working days excluding Saturdays, Sundays and General Holidays.

Section 13.6 (continued)

- (f) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive months or, if such employee requests and is paid any statutory termination benefits whichever comes first.
- (g) if an employee is laid off in excess of thirteen (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request.

Section 13.7

Employees, promoted to supervisory positions or positions not subject to this Agreement, will retain their seniority after promotion for a twelve (12) month period 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 be subsequently discharged in such a position beyond the jurisdiction of this Agreement.

Section 13.8

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury as early as possible. The employee shall notify the Company when he is able to return to work and shall be assigned the next available dispatch in line with his seniority. 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.

ARTICLE 14

PROBATIONARY PERIOD

Section 14.1

All new employees shall serve a probationary period of thirty (30) calendar days **before** acquiring any seniority rights and during such probationary period, they shall not have recourse to the Grievance or Arbitration Procedure. The Company may not discharge an employee for purposes of forcing an additional probationary period.

Upon completion of the thirty (30) calendar days, the employee shall be discharged or **placed** on the regular seniority list **as** of the date of commencement of his probationary period.

ARTICLE 15

SUSPENSION, HF I TERMINATION

Section 15.1

Employees who are discharged shall have the discharge confirmed in writing and their pay will be forwarded by registered mail to their last **known** address within three (3) working days from the time of the discharge. If such pay is not forwarded within the three (3) working days, the Company agrees to pay to the dischargee thirty dollars (\$30.00) per working day between the end of the third (3rd) working **day and** the day the **pay** was forwarded.

Section 15.2

Employees who voluntarily terminate their employment with the Company shall have all monies owing them paid not later than the **pay** day next following their date of termination.

Section 15.3

When an employee is suspended or discharged **away from** his home terminal and **is** waiting **for** the first available transportation to his home terminal, the following provisions **will** apply:

The first ten (10) hours shall **be** treated **as** a **layover** and accommodations **shall** be provided. Delay in excess of the first **ten** (10) hours will be paid until time of departure or the expiry of the **second** ten (10) hours, whichever occurs first.

In the event the delay is in excess of the second ten (10) hours, **the** layover provisions will then **apply** and the above conditions **will** then repeat themselves until **time of** departure.

ARTICLE 16

SUPERVISORS

Section 16.1

Supervisors **and** foremen will not perform any **work** which falls within the scope of **this** Agreement except **for** instructional purposes or by consent of the Local Union.

Section 16.2

When supervisors and foremen are appointed, a notice to that effect will **be** posted on the bulletin board. No employee will be penalized **for** refusing an order if the Company **has** failed to post such notice.

ARTICLE 17

CASUAL WORK

Section 17.1

The Company agrees that where **it** is necessary to use casual help to supplement the normal **work force** because of peak periods, **sickness**, accident or absenteeism, the following conditions shall apply:

Casual help shall be defined as a person employed by the Company to fill the vacancy created by an employee who **is** absent from work for any reason and **such** casual shall perform the normal duties of the absent employee.

A casual employee **who** exceeds two (2) working days in any one (1) week shall become a probationary employee except when replacing a regular employee on vacation, **sickness** or injury not exceeding thirty (30) **days** and summer peak periods from June 1st to September 1st.

Section 17.2

The Company agrees to deduct from his first (1st) pay **due** each month to any casual employee an **amount equal** to the monthly Union dues of the appropriate Local Union. Such monies **so** deducted shall be forwarded to the appropriate Local Union no later than the tenth (10th) **day** of the month following that in which the deductions were made together with a list **of** those for whom the remittance **is** made,

In the event the Company utilizes casuals employed by outside agencies, the Company shall remit an amount equal to the Union monthly **dues** with respect to all such persons and all of the conditions of Article 17 will apply.

Section 17.2 (continued)

If the Company fails to deduct **Union dues** then the Company will become liable for the payment of these dues.

Section 17.3

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. Book-in and book-out sheets will also be made available.

Section 17.4

No **casual** help will be used when it will deprive probationary or regular employees of reasonable overtime hours and/or their normal hours of work.

Section 17.5

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

Section 17.6

Casual help exclusive of laid off regular employees shall not be covered by the terms of this Agreement except that they shall receive the wages and **Cost** of Living bonuses **as** provided in this Collective Agreement.

Section 17.7

Where the Local Union establishes that casual **help** is being used where a regular employee could be fully employed, the Company shall replace casual help with one or more probationary employees.

Section 17.8

The Company agrees that where new or **additional casual 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.

Section 17.9

The terms of Article 17 may be varied by written mutual agreement **between** the **Company** and the **Union**.

Section 17.10

All **casuals** shall be **subject to** the conditions of Section 22.5.

ARTICLE 18

TRAINING

Section 18.1

The Company will **ensure** that **all** employees will **be trained** in the safe and **proper method** of handling any material or operating any equipment they **are required** to handle or operate. Employees will be paid for all time **spent** in **such** training at the regular **hourly** or **mileage** rate.

Section 18.2

Time spent in training **shall not** be **used** in **the** computing of overtime **hours** nor shall the overtime **provisions** of **this** Agreement **apply**. **This** will only **apply** to probationary employees.

ARTICLE 19

HIRED AND LEASED EQUIPMENT

Section 19.1

The two lease Operators now working out of Sudbury under C.C.C. Carriers Limited will be allowed to continue to do that work which they are now doing for those shippers only. Should additional work be required, it will be done by employees of Tank Truck Transport.

Section 19.2

In the event that business is lost for any reason the two (2) leased operators mentioned in 19.1 above will be allowed to dovetail into the Tank Truck seniority list with their seniority date being the date they started operating for C.C.C. Carriers,

Section 19.3

The three (3) leased operators operating within Tank Truck Transport shall remain in their present positions.

Section 19.4

The Union agrees that the Company may have leased operators up to a maximum of twenty percentum (20%) of the driving staff at each branch with a maximum of twenty percentum (20%) of the total of all driving staff company-wide.

Section 19.5

All leased operators shall be Company employees and covered under all the terms of this Agreement.

Section 19.6

Those Company employees who purchase their own truck shall maintain their Company seniority for all purposes.

Section 19.7

If a leased operator's truck is out of service due to mechanical failure, etc., he may work at the bottom of the seniority list providing there are loads and Company equipment available.

Section 19.8

In the event a leased operator wishes for any reason to cease providing his own equipment and become a regular employee with full seniority he must give the Company sixty (60) days written notice.

ARTICLE 20

COMPLETE OR PARTIAL CLOSURE OF TERMINALS & MERGERS

Section 20.1

In the event of the complete closure of an established permanent type terminal where the work is moved to another terminal(s) under the jurisdiction of the signatories to this Agreement, the Company will give the Union forty-five (45) days written notice of its intention to close a terminal and the affected employees may bid according to their seniority and qualifications to move to the terminal(s) to which the work is being moved.

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 20.2

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

Section 20.2 (continued)

- (a) a meeting will be held between the Company and the Union thirty (30) days prior to the partial closure 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 paragraph (a) above, employees in the terminal affected will 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) any employee who is laid off **as** a result of the partial closure will be given fourteen (14) days' notice of such layoff or pay in lieu thereof;
- (d) it must be clearly established that there is a movement of work in order for the above provision to **apply**;
- (e) any dispute arising under the above provisions shall be **immediately** referred to arbitration as outlined in Article 11 herein.

Section 20.3

In **the** event the work is moved back to the original terminal, personnel moving under the conditions of Sections **20.1** or **20.2** will retain their seniority at the terminal from which they moved for a period of twenty-four (24) months from the date of their original move.

Section 20.4

Persons moving under the conditions of Sections 20.1 or 20.2 will dovetail their seniority dates with those persons already employed at the terminal to which they move.

Section 20.5

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 of 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 20.6

In the event that any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees on layoff will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees, preference will be given subject to the recall provisions of Article 13 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 20.7

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 20.5 and 20.6 will apply.

ARTICLE 21

JOB OPENINGS

Section 21.1

If the Company opens an additional permanent type terminal, all present employees will be given the first opportunity of this work in accordance with their seniority and qualifications.

Section 21.2

When a job opening occurs on bids for a driver within a terminal, such opening will be posted within the terminal for a seventy-two (72) hour period, Saturdays Sundays and Holidays excluded. Employees within the terminal will be allowed to bid in accordance with their seniority. The most senior employee bidding on the vacancy will move to the opening retaining his seniority.

Section 21.3

When a job opening occurs at a terminal, laid-off employees at other terminals will be given the right to fill such vacancy in line with their Company seniority. The employee shall be given twenty-four (24) hours to render his decision.

Section 21.3 (continued)

Any employee who transfers under these conditions from one terminal to another shall be **placed** at the bottom of the seniority list for work preference and layoff.

Notwithstanding the above, it is agreed that the Company shall forward a letter to the Union outlining in detail the conditions of the transfer, which letter shall also be signed by the driver, before any transfer is effected.

Employees transferring under Sections 21.1 and 21.3 will be given a sixty (60) day trial period during which time the employee may **elect** to return to his home terminal and remain on the seniority **list**.

During the first twenty-four (24) months from the date of transfer if work **picks** up in the employees home terminal he will be given the opportunity to return to that terminal before new employees are hired.

Section 21.4

When the **Company** requires a work force on a temporary basis, such work will be posted for bid and senior employees will be given the first opportunity of ,such work but no one shall be forced to **move**. It is **also** understood any employee successfully bidding on **such** work will retain **his** seniority at his own terminal. Where the above mentioned **work** is in an area with an established terminal, it is understood that the temporary work force will operate at the bottom of the seniority list at **such** terminal.

Section 21.4 (continued)

A temporary job is to be thirty (30) calendar days or less.

If no one bids on a temporary job, the job goes to General Dispatch and after, five (5) days on the job, a driver will be dispatched to his home terminal, unless a trip to its destination takes longer or if the employee agrees to do the trip.

Section 21.5

For all temporary out of town jobs, employees at the nearest established terminal shall be given the preference of bid openings by seniority and qualifications.

Section 21.6

For the purpose of Sections 21.4 and 21.5 only of this Article, the Company agrees to pay a subsistence allowance of fifty dollars (\$50.00) per diem. The condition of the job bid will include the number of days required for the purpose of applying the subsistence allowance. The Company will be required to pay such allowance for seven (7) days per week where it does not arrange to get the employee back to his home terminal. Further, the employee will receive a minimum of ten (10) hours pay in each twenty-four (24) hour period, Saturdays, Sundays and General Holidays excluded.

Notwithstanding the above, the subsistence allowance may be waived by mutual agreement between the Union and the Company.

ARTICLE 22

DISPATCH PROCEDURE

Section 22.1

- (a) Regular run driver is a driver who performs duties on a regular dispatch board.
- (b) Bid-run driver or special operation driver is a driver who performs driving duties on a bid-run or special operations subject to the provisions of Article 23 herein.
- (c) Sleeper cab lead driver is a driver who bids and performs driving duties on a sleeper operation.

Section 22.2

All dispatches shall be assigned to drivers by seniority and preference, among the drivers within each group set out above in accordance with their availability for work at the time the dispatch is assigned.

Section 22.3

All drivers will be given a written dispatch setting out delivery time and/or pickup time at destination. All dispatches will be arranged so as to allow drivers two (2) hours to report for duty after being so notified.

Section 22.4

Dispatches will not be held **for** the purpose of depriving a driver of his seniority **for** dispatch.

Cement and resin loads (formerly Teledyne loads) will be excluded from daily posting but will **be** supplied to the steward upon request.

Section 22.5

A driver at his home terminal **will** not be considered available for **dispatch** unless he has had ten (10) clear hours off duty.

Section 22.6

Drivers required to layover at any layover point will **be** entitled to eight (8) **clear** hours off duty.

Section 22.7

Drivers on layover will **be** given a minimum of one (1) hour to report **for** work except where the location of their sleeping accommodations require them **to take longer but in no case** longer than two (2) hours.

Section 22.8

No driver will **be** compelled to accept a dispatch on Sunday night unless he receives twenty-four (24) hours **prior** notice and except in an emergency no driver will **be** dispatched **before** 9:00 p.m. Sunday night.

Section 22.12

The present practice and conditions of cut-off time for dispatch shall be continued until new conditions are established between the Local Union and the Company, but in no case longer than three (3) months from the signing of this Agreement, at which time they shall be reduced to writing and shall form part of this Agreement.

Section 22.13

Drivers at a foreign terminal who are available for duty shall have the most junior seniority for dispatch out of such terminal except for dispatches to his home terminal or those off-route thereto.

Foreign terminal drivers will only have preference on dispatches to their home terminal that are under two hundred (200) miles off-route.

A foreign terminal driver must take the dispatch over two hundred (200) miles off-route if he is the only man available.

Section 22.14

When two or more drivers available for duty at a foreign terminal are from the same home terminal they shall be dispatched in accordance with their home terminal seniority. If such drivers are from different home terminals they shall be dispatched in accordance with their Company seniority.

Section 22.15

When there are bid-runs out of a terminal, a driver at a foreign terminal may be held until bid-run drivers have been dispatched provided there are sufficient loads available in the direction of his home terminal.

Section 22.16

The Company agrees to provide all drivers, at the time of dispatch, with the necessary monies to cover all expenses which are the responsibility of the Company.

On trips to the United States, drivers will be supplied with U.S. currency for the trip.

Upon return to their home terminal drivers shall turn in all receipts and unused advance monies or they shall be reimbursed for any monies spent for which the Company is responsible in excess of any advance as the case may be.

Section 22.17

No driver will be held over away' from his home terminal on a General Holiday or on a Sunday unless circumstances warrant such layover.

ARTICLE 23

BID RUN OPERATIONS

Section 23.1

Bidding for bid operations shall be by terminal and not Company **wide**.

Section 23.2

At a terminal where bid runs may be set up or where there are **special** operations the **Company** and the Local Union involved will meet to establish bid conditions governing such operations, These conditions shall **be reduced** to writing and shall be subject to all the provisions of **this** Article. Bid runs will only be established **by** agreement with the **Local** Union involved.

Section 23.3

It is agreed that each year on or about April **1st** and on any other dates **as bid** operations come open, all bid operations **shall** be placed up for bid to any employee.

Section 23.4

Bid operations which are open shall be posted and employees shall have seven (7) days from date of posting to **bid** and the Company shall then have seven (7) days in which to make bid allocation.

Section 23.5

Allocation of bids for any specific bid operation shall be by seniority and qualifications. If there are insufficient bids submitted within the required seven (7) **day period** as **set out** above, **the** Company shall make the assignment to the **junior** employees in the general dispatch commencing with the most junior and working upwards.

Section 23.6

The term of any allocated or **assigned** bid operation may be for **six (6)** months from the date an employee commences work on the bid operation, or until the following April 1st, whichever is **sooner** and the employee shall be locked in for that period, except that, under exceptional circumstances an employee may successfully request to come off a bid operation through mutual agreement between the Company and the Union. In such instances, the employee, except for layoff purposes, shall revert to the bottom of the seniority list of his terminal until the terminal date of his bid, at which time he shall reassume his original seniority.

If the term of the bid is not stated it shall be for one (1) year from the date an employee commences work on the bid operation or until the following April 1st, whichever is the sooner.

Notwithstanding the above, bids may be established for a shorter period providing the Company and the Local unions involved, who are signatories to this Agreement, can mutually agree to such shorter bids.

Section 23.6 (continued)

Notwithstanding the above it is understood that an employee on a bid run operation will be allowed to bid on any new job openings in accordance with Article 21.

Section 23.7

In instances where there is a shortage of work in a bid operation or where such bid operation or a portion thereof is discontinued, any employee affected shall receive the next available dispatch in the general operations in line with his seniority and so continue to operate in general dispatch for the remainder of the week or until he arrives back at his home terminal and has had sufficient time off duty to enable him to resume his bid.

Section 23.8

Thirty (30) days following the effective date of this Agreement, all bid operations in effect on that date shall be opened for new bid in accordance with the procedure set out in this Article.

Section 23.9

The Company must notify the Union in writing if a bid run is cancelled temporarily or permanently and will be posted for all employees on the bulletin board.

Section 23.10

Employees moving into other work as a result of a layoff must return to their original position when the work returns to normal.

ARTICLE 24

SLEEPER OPERATIONS

Section 24.1

The Company agrees that in the event of an introduction of a Sleeper Cab Operation, the Company will immediately comply with the terms and conditions of Article 24 of The Bulk Carriers Limited Collective Agreement dated March 8, 1989.

ARTICLE 25

PIGGY BACK OPERATIONS

Section 25.1

It is agreed that piggy back services will not be used by the Company except to move loads in excess of the number which can be handled by the regular employees.

ARTICLE 26

LAYOVER PAY AND SUBSISTENCE ALLOWANCE

Section 26.1

If a driver *is* laid over for more than ten (10) hours, he shall be paid for all time laid over in excess of ten (10) hours in the first twenty (20) hour period from the time the run ends. The same principle shall apply in each succeeding twenty (20) hour period. If he is required to perform hourly rated work during the laid over period, he shall be paid one-half (1/2) the rate of pay for such work in addition to the regular ten (10) hours' pay.

Layover hours shall not be used to calculate overtime.

Section 26.2

When accommodation and meals are not provided by the Company for drivers required to layover away from their home terminal, they shall receive fifty dollars (\$50.00) subsistence allowance for such layover. When accommodation only is provided by the Company, a meal allowance of thirteen dollars (\$13.00) shall be paid for each layover. Where layover is in the U.S.A. the fifty dollar (\$50.00) payment will be in U.S. funds.

Section 26.3

Transportation for laid over drivers will be provided by the Company to or from sleeping accommodation and restaurant facilities over one-half (1/2) mile from the Company's terminal up to a five (5) mile radius. Such transportation shall be supplied for under one-half (1/2) mile during inclement weather.

ARTICLE 27

HOURS OF WORK AND OVERTIME CONDITIONS

Section 27.1

All hours worked in excess of ten (10) per day or sixty (60) per week, shall be paid at the rate of time and one-half (1 1/2) the employees' regular basic hourly rate. Employees on a mileage rate shall receive their regular mileage rate plus one-half (1/2) the regular basic hourly rate for all hours worked in excess of ten (10) per day or sixty (60) per week. Overtime shall not be pyramided.

Meal breaks shall not be used in calculating overtime. Coffee breaks and rest periods shall not be used in calculating overtime for drivers on a mileage rate or a combination of mileage and hourly rates.

Section 27.2

All hours worked from 8:00 a.m. Saturday until Sunday at 9:00 p.m. shall be paid at the overtime rate.

Notwithstanding the above, Saturday dispatches begun after 12.01 a.m. shall have overtime paid after the commencement of shift.

Employees on an hourly rate - one and one-half (1 1/2) their basic hourly rate. .

Employees on a mileage rate - their mileage rate plus one-half (1/2) the basic hourly rate.

Section 27.3

Employees called in to work on a Saturday, Sunday or Holiday shall be paid a minimum of eight (8) hours at overtime rates.

Section 27.4

The Company shall allow hourly rated employees a fifteen (15) minute coffee break in the first half shift and another in the second half shift without loss of pay.

When an hourly rated employee is requested to work on daily overtime, he shall receive a fifteen (15) minute coffee break without loss of pay before commencing his overtime and another at the conclusion of each two (2) hour period thereafter while on such overtime.

Section 27.5

The work week may commence at 9:00 p.m. Sunday.

Section 27.6

Where the Company has overtime work to be performed, it 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) where no one is available under (1), or in the event additional personnel are required, off-duty employees will be called in, in order of seniority, providing they are willing to perform the work.

ARTICLE 28

CALL-IN GUARANTEE

Section 28.1

Any employee who reports for work at the time he **was** scheduled to report shall receive a minimum of eight (8) hours' pay at the applicable hourly rate.

Section 28.2

After any **layover** a new **call-in** guarantee of eight (8) hours shall be **applicable**.

ARTICLE 29

MILEAGE-DETERMINING OF

Section 29.1 - Zone Mileages

Zone mileages are set out in Appendix "**B**" and "**C**" of this Agreement and form a part of **it**.

Section 29.2

Mileage shall be determined on the basis of the relevant **Provincial** or State mileage tables, **from** junction point to junction point plus actual **miles** with the trip distance before and beyond except zoned areas for Toronto, **Montreal** and Detroit **as** set out in Appendix "**B**" and "**C**" hereto.

It **is** mutually agreed that the intent of the zoned areas as set out in Appendix "**B**" and "**C**" **as** attached hereto **is** only to determine the mileage to the first drop **OK** stop point. The hourly rate of pay shall be paid for **all** time spent in the zoned **area(s)** thereafter, to the last **stop** within the zoned **area(s)**.

Section 29.3

All operations under sixty (60) miles one **way** including a zoned area will be paid at the hourly rate of pay from the time of departure from the terminal to the time of arrival back to the terminal. This **will** not exclude the Company from instituting a mileage and hourly basis of pay for operations under sixty (60) miles where **it** is to the mutual advantage to pay on this basis: however, in such **cases** the **basis** will be determined through a conference between the Company and the Union and the employees involved, and will be reduced to writing and **signed** by both parties.

Section 29.4

The Cement operation out of Toronto will be **paid** on an hourly **basis** for all deliveries or pick ups within a **one** hundred (**100**) mile radius from pick up point, excluding coffee breaks and lunch periods.

ARTICLE 30

TIME PAYMENT

Section 30.1

All employees shall be paid **from**, punch to punch for all miles travelled or hours **worked** except where **flat** rate payments apply.

Flat rate payments shall be mutually agreed to and reduced to writing.

Section 30.2 (a)

All time payments shall include loading and unloading, hooking up and dropping trailers, fuelling, terminal delays, breakdowns, completing of log forms, tach cards or other unavoidable delays such as delays due to fog, sleet, ice and snow. The driver must report same on his trip report and account for any claims for time payment. In respect of such claims 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.

Section 30.2 (b) - Delays due to Snow and/or Ice Conditions

- (1) In any one (1) tour of duty where there is a total of three (3) hours or less of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays as a delay pursuant to Section 30.2.
- (2) In any one (1) tour of duty where there is a total of more than three (3) hours of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays at straight time for all hours involved regardless of when they occur.

Such hours of delay, although paid for at straight time, shall be used in determining total time for the purposes of calculating overtime pursuant to Section 27.1.

ARTICLE 31

WAGES AND RATES

Section 31.1

The Company agrees to pay and the Union agrees to accept the following basic hourly and mileage rates for all hours worked and miles driven as and from the dates set out below.

<u>Hourly Rates</u>	<u>Effective Dec. 1/91</u>	<u>Effective Dec. 1/92</u>	<u>Effective Dec. 1/93</u>
Drivers	\$ 16.49	\$ 16.99	\$17.74

Mileage Rates

Sleepers	.39980	.40980	.42480
Others	.36275	.37275	.38775
Trains	.37475	.38475	.39975
Sleeper Trains	.41360	.42360	.43860

Section 31.2

Mileage rates set out above for sleeper operations shall be split equally between the two (2) drivers.

ARTICLE 32

NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 32.1

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 hereto.

In the event of failure to arrive at an agreement on such rates, the matter shall then become the subject of a written grievance and shall be dealt with in accordance with the Grievance and Arbitration Procedures set out in this Agreement. The Arbitration Board shall not, however, be empowered to make any award retroactive beyond the date of the written grievance referred to above.

ARTICLE 33

DEAD HEAD RATE

Section 33.1

Employees required to dead-head shall be paid the prevailing hourly rate. This shall include breakdowns and all delays, etc. Drivers will not dead-head in vehicles which are not equipped with passenger seats.

ARTICLE 34

TRIP LEASE

Section 34.1

All miles and hours involved in obtaining a trip lease shall be paid for at the appropriate rate.

Section 34.2

On sleeper cab operations the appropriate rate shall be split equally between the two (2) drivers except as otherwise provided in this Agreement.

ARTICLE 35

INTERNATIONAL BORDER CROSSINGS

Section 35.1

Drivers on a mileage rate taking a load across the international border shall receive eight dollars (\$8.00) for each loaded crossing. Any time so spent over one-half (1/2) hour shall be paid at the appropriate hourly rate.

Effective December 1, 1993, the above rate will be increased to nine dollars (\$9.00).

Section 35.2

On sleeper cab operations the above noted shall be eight dollars (\$8.00) split equally between the two (2) drivers. Any time so spent over one (1) hour shall be paid in accordance with Article 31 herein.

Section 35.3

In the event an employee is detained in the U.S. for an infraction of the law that by its nature is the responsibility of the Company, the Company shall pay for any bail bond and/or the required Legal Counsel.

ARTICLE 36

CONTINUOUS JOB

Section 36.1

On a continuous job where eating facilities are not readily available, after a driver has been on duty four (4) hours, the Company agrees to make arrangements to relieve the driver so that he can obtain food and be given time to eat same. After eleven (11) hours, the Company agrees to supply and pay for meals.

ARTICLE 37

PAY PERIOD

Section 37.1

The pay period shall be from Sunday to Saturday.

Section 37.2

Pay day shall be on Thursday and monies due him shall be available to him in cheque form no later than 12:00 noon of that day. If the Friday is a holiday, the cheques shall be available to the employees no later than 12:00 noon of the Wednesday.

If cheques are available prior to Thursday, the employee will be entitled to receive his cheque.

Section 37.3

Shortages in excess of twenty-five dollars (\$25.00) will be paid within two (2) working days of the Company being notified of such shortage.

ARTICLE 38

PAY SLIP INFORMATION

Section 38.1

Where it is possible with the accounting equipment now in use, the Company agrees to show the number of miles and the **amount** earned by miles, the number of regular hours and the amount earned and the number of overtime hours and the amount **earned**. If the Company installs **new** equipment, it **is** agreed it will install equipment that **will supply** the above mentioned information. If the **Company** is presently supplying additional information **over** that listed above, it will continue to **do** so.

Section 38.2

Employee's trip reports shall be in sufficient copies to permit **a** copy to be retained by the employee on **a** daily basis.

ARTICLE 39

TIME REPORT AND/OR TIME CARD

Section 39.1

If the Company changes a time card or trip report, the employee concerned must be notified in writing of the change within three (3) working **days**. Failing compliance with any part of this clause will render the original claim justifiable.

ARTICLE 40

TIME CLOCKS

Section 40.1

If the Company employs five (5) or more employees at any one (1) terminal, a time clock shall be provided and shall be accessible to employees. All employees must use it.

Section 40.2

There shall, be a book-in, book-out sheet which all drivers must sign when they are arriving or leaving the terminal which will read terminal, truck number, point or origin or destination and punch mark from the time clock, when available.

ARTICLE 41

RECEIPTS

Section 41.1

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

ARTICLE 42

BONDING OF DRIVERS

Section 42.1

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 ninety (90) days, they must **so** notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given, the **employee** shall be allowed thirty (30) days from the date of such notice to make **his** own bonding arrangements. 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.

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

ARTICLE 43

VACATIONS

Section 43.1

All employees including those employees working for Companies under Provincial jurisdiction, 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 and any subsequent amendment thereto.

Section 43.2

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

Section 43.3

Employees who have completed five (5) years of employment by December 31st in any year shall receive three (3) weeks' vacation with pay; however, if an employee has not completed his five (5) years of employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.

Section 43.4

Employees who have completed ten (10) years of employment by December 31st in any year shall receive four (4) weeks' vacation with pay; however, if an employee has not completed his ten (10) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10th) anniversary date of employment.

Section 43.5

Employees who have completed eighteen (18) years of employment by December 31st in any year shall receive five (5) weeks' vacation with pay; however, if an employee has not completed his eighteen (18) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

Section 43.5 (a)

Employees who have completed twenty-five (25) years of employment by December 31st in any year shall receive six (6) weeks' vacation with pay: however, if an employee has not completed his twenty-five (25) years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twenty-fifth (25th) anniversary date of employment.

Section 43.6

For the purpose of establishing vacation time off, four per centum (4%) vacation pay represents two (2) weeks, six per centum (6%) vacation pay represents three (3) weeks, eight per centum (8%) vacation pay represents four (4) weeks, ten per centum (10%) vacation pay represents five (5) weeks and twelve per centum (12%) vacation pay represents six (6) weeks.

Section 43.7

Vacation pay shall be computed on an employee's gross earnings, as defined by the Canada Labour Code, for the year ending May 31st in each year and shall be paid to him on or before June 30th of each year.

Section 43.8

If an employee's employment is terminated for any reason whatsoever, he will be paid his accumulated vacation credits calculated from and including the previous June 1st.

Section 43.9

Each employee must take his vacation between May 1st and April 30th of each year, and it shall not be accumulated from one (1) year to another.

Section 43.10

Starting April 1st and ending April 30th of each year the Company will have each employee come into the Terminal Manager's office in order of seniority to sign for the time he chooses for his vacation, The employee shall have until the next working day to make his decision as to his vacation period. The final Vacation Schedule shall be posted by the Company no later than May 5th of each year with a copy sent to the Local Union involved. Any scheduling thereafter will not interfere with the seniority rights exercised above.

Section 43.11

The choice of vacation period shall be according to seniority providing it does not conflict with Management's obligation to maintain an efficient working force. Vacations must be taken in the year in which they accrue.

Section 43.12

Employees while on vacation cannot be called into work and must not be dispatched to conflict with the start of their vacation period.

Section 43.13

The summer vacation period shall be June, July, August, September and October inclusive,

Section 43.14

No more than twenty per centum (20%) of all the employees in each terminal may be on vacation at any one time.

Section 43.15

Employees who are qualified for more than two (2) weeks' vacation are restricted to three (3) weeks during the ~~summer~~ vacation period.

Up to one-third (1/3) of the employees per year can take their full vacation at one time every three (3) years if they so desire, subject to the provisions of Sections 43.11 and 43.14.

Section 43.16

Vacation pay shall be by separate cheque with a statement of gross earnings and the percentage paid for that vacation period.

ARTICLE 44

GENERAL HOLIDAYS

Section 44.1

The following General Holidays shall be observed:

New Year's Day	Thanksgiving Day
Good Friday	The Day Before Christmas Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	The Day Before New Year's Day
Labour Day	

Section 44.2

It is agreed that St. Jean Baptiste Day will be substituted for Civic Holiday for those employees domiciled in the Province of Quebec.

Section 44.3

When one of the **General Holidays** set out above falls on a **Saturday** or a **Sunday**, the day proclaimed shall be the **day observed**. If no other day is proclaimed, the employee is entitled to take the **work day** immediately preceding or following as the **Holiday**. The split of employees between the two (2) substituted **days** shall be in accordance with the **volume of work** on **each day** and the **employees** shall select their day by seniority.

The **Company** shall **determine** the split of employees as far in advance as **local conditions permit** but at least a **minimum of two (2) working days** prior to the **General Holiday** or **Holidays** involved.

The basis for payment for **General Holidays** shall be **ten (10) hours** at the appropriate **hourly rate**, provided;

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

Section 44.4

'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.

Section 44.5

A General Holiday shall be deemed to span the period between 12:01 a.m. to 12:00 midnight.

Section 44.6

All employees on duty on a General Holiday shall be paid their regular mileage rate or hourly rate whichever is applicable for the work performed, and in addition shall receive one-half (1/2) the appropriate **hourly** rate **for** all hours worked on the Holiday in addition to **the General** Holiday pay they are eligible to receive.

Section 44.7

Any of the General Holidays falling within an employee's annual vacation shall be paid for in addition to the annual vacation pay and **may** be taken as an additional **day(s)** at a time previously mutually agreed upon.

Section 44.8

Dispatches on Christmas and New Year's Eve:

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

Drivers refusing to work under the above conditions will not have any claim in respect of **a** trip or trips he has refused.

Section 44.9

Employees will be permitted to take their Birthday **as** a General Holiday, or in lieu of their Birthday, to take a floating holiday to be mutually agreed upon. If they **choose** to take the Holiday on their Birthday, mutual agreement is not required.

The conditions of Section 44.3 above must be fulfilled for this Section to apply, and the Holiday must be taken within each contract year.

ARTICLE 45

LEAVE OF ABSENCE

Section 45.1

Leave of absence in excess of seven (7) calendar days will not be granted until a request for the same is submitted in writing to both the Local Union and the Company and is mutually agreed upon by the parties hereto.

Section 45.2

The Company agrees to grant to any employee an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours' notice by the employee.

ARTICLE 46

BEREAVEMENT LEAVE

Section 46.1

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

ARTICLE 47

VOTING TIME OFF

Section 47.1

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

ARTICLE 48

JURY DUTY

Section 48.1

If an employee is called for Jury Duty or as a Crown Witness on any of his normal working days, the Company agrees to pay the equivalent of a ten (10) hour day at straight time less the amount received for Jury Duty or Crown Witness pay for each such day.

ARTICLE 49

COST OF LIVING ALLOWANCE

Section 49.1 - Scope

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

Section 49.2 - 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 49.3 - First (1st) Year

If during the first (1st) year of this agreement, **the** Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1991, and the Index figure for each month up to and including September 1992, **THEN** an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide **a** Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked and 0.25¢ per mile **for all** miles actually driven **FROM** the beginning of the first **pay** period following the first day of each such month **TO** the end of the pay period which includes the last day of each such month.

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

Section 49.4 - Second (2nd) Year

If during the second year (2nd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1992, and the Index figure for each month up to and including September 1993, THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month to the end of the pay period which includes the last day of each such month.

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

Section 49.5 - Third (3rd) Year

If during the third (3rd) year of this Agreement, the Index increases by more than five percent (5%) calculated on the basis of the difference between the Base Index figure for September 1993 and the Index figure for each month up to and including September 1994, THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month to the end of the pay period which includes the last day of each such month.

Section 49.5 - Third (3rd) Year (continued

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

Section 49.6 - Cost of Living Allowance Fold-In:

- (a) effective October 1st, 1992, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 49.3 of the new collective agreements during each month up to and including September 1992, will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.
- (b) effective October 1st, 1993, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 49.4 of the new collective agreements during each month up to and including September 1993, will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.

ARTICLE 50

PENSION

50.1 - ibuti and strati

Commencing on the first (1st) day of each month, the Companies shall contribute to the Teamsters and Motor Transport Industrial Relations Bureau of Ontario Pension Plan, handled by Joint Trustees, an amount effective October 1, 1991, of two hundred and seventy-five dollars (**\$275.00**) per month, an amount effective October 1, 1992 of two hundred and eighty-five dollars (**\$285.00**) per month, an amount effective October 1, 1993 of three hundred dollars (**\$300.00**) per month for each employee covered by this Agreement who has been on the payroll for more than thirty (30) calendar days and who has reported for work at **least** one day in the month.

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

Section 50.2 - Powers of Trustees

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

Section 50.2 (continued)

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

Section 50.3 - Canada Pension Plan

It is further agreed that the Canada Pension Plan will be in addition to the Teamsters and, the Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan.

ARTICLE 51

HEALTH AND WELFARE

Section 51.1 - O.H.I.P.

The Company agrees to pay the cost of the basic coverage provided by the Ontario Health Insurance Plan (OHIP) or the Quebec Medical Care Insurance Plan whichever is applicable, To be eligible for payment an employee must:

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

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

Section 51.2 - Health and Welfare

The Companies shall contribute the following per month on the dates as shown below for each eligible employee covered by this Agreement to the appropriate Local Union Health and Welfare Plan:

October 1, 1991	-	\$188.00 per month
October 1, 1992	-	\$203.00 per month
October 1, 1993		\$213.00 per month

To be eligible for payment an employee must have completed thirty (30) calendar days of employment and **have** reported for work at any time in the month. The premium shall be paid on or before the fifteenth (15th) **day** of the following month.

Section 51.3 - Penalty Provisions

Where a Company fails to submit a premium in accordance with the above-mentioned clause, 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 as provided for by the Health and Welfare policy then in effect for each employee for which a premium has not been paid.

Section 51.4 - Clerical Omissions or Errors

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

Section 51.5 - Agreement of Understanding

Re: **Meet Too Clause**

It is further agreed that any changes in the Ontario General Freight and Maintenance Health and Welfare and Pension negotiated between Teamsters Local 938, 879, 91, 880, 141 and the Motor Transport Industrial Relations Bureau of Ontario (Inc.) in October 1994 will be added until the expiry of this Agreement, November 30, 1994.

ARTICLE 52

MEDICAL INS

Section 52.1

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

Section 52.2

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

(a) Payment for Medicals taken During Working Hours:

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

(b) Hours Payment for Medicals taken after Working Hours:

If **a** medical examination is taken after working hours, the employee shall be paid fourteen dollars (\$14.00) and shall in such cases receive at least three (3) days' notice prior to the appointment with the doctor.

(c) Report of Medicals

Upon request from an employee the result of his medical examination shall be made available to a doctor designated **by** him.

(d) Medicals on Saturday:

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

(e) Away from Home Medicals:

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

(f) Medical requirements applied by **the** Company shall not exceed that applied by the Department of Transport or I.C.C. whichever is applicable for the job the driver is to do, as it relates to **drivers'** licenses.

In the event that an employee loses his driver's licence as a result of the medical requirements applied **by** the Department **of** Transport then he shall retain his terminal seniority for work preference and layoff.

(g) Any employee cleared to return to **work** by his doctor and the Company doctor who has had to wait for the examination by the Company doctor shall be paid for all lost time to which he would **be** entitled.

ARTICLE 53

CREDIT UNIONS

Section 53.1

When a majority of the employees at a terminal of the Company advise that they wish to establish or participate in a Credit Union, the Company will **make** the appropriate deductions from the pay of the participating employees as they direct, and will forward such monies deducted to the Credit Union selected. It is understood that these provisions will only apply to one Credit Union. Employees' deposits to the Credit Union will be made monthly.

ARTICLE 54

UNIFORMS

Section 54.1

The Company agrees that once a year approximately May 15th, employees may purchase uniforms from a supplier approved by the Company and agrees to pay one-half (1/2) of the **cost** of the following items: Two (2) standard jackets, four (4) **pair** of trousers and a winter coat up to the total of one hundred dollars (\$100.00) **per** employee per year. Employees may avail themselves of weekly payroll deductions to pay their share of the **cost**.

Section 54.2

The Company also agrees to pay the following for part uniform: Pants thirty dollars (\$30.00), Jacket thirty five dollars (**\$35.00**) and Parka thirty-five dollars (\$35.00). Under no circumstances shall the Company's contribution **toward** the purchase of a full uniform or parts thereof **exceed** one hundred dollars (\$100.00) per employee in any year.

Employees shall be made aware of the total cost of all apparel purchased by way of receipt.

Section 54.3

All such uniforms purchased shall become the property of the employee: **however**, should an employee leave the Company prior to paying his share or before he has acquired **six** (6) months' seniority, the full cost of the uniform shall become immediately due and payable to the Company and **may** be deducted from any money he may have coming to him.

Section 54.4

All uniforms referred to above shall carry a Union **label**.

Section 54.5

The Company reserves full prerogative to determine the colour, style **and** material of uniform.

ARTICLE 55

UNSAFE WORKING CONDITIONS

Section 55.1

The Company will not require employees to **work** under conditions contrary to any safety statutes or regulations.

Section 55.2

It is agreed that employees handling hazardous material shall be supplied by the Company with all necessary equipment and clothing to protect the employee's person. No employee shall be compelled to wear a hard hat or safety glasses which have been used **by** other persons unless these items have been properly sterilized. Employees regularly employed in the terminal yard shall, in inclement weather, be supplied **with** adequate rainwear including footwear.

Section 55.3

In the event that an employee's personal clothing, effects or eyeglasses are damaged or destroyed, through no fault of his own, as a result of cleaning solvents or mechanical failure of the employer's equipment, the employer shall replace or reimburse the employee for full loss substantiated up to the value at the time.

Section 55.4

Whenever employees wear safety shoes or boots, the Company shall contribute fifty dollars (\$50.00) per year for the purchase of such footwear. Any employee so claiming this allowance is required to wear this footwear in the workplace.

Section 55.5

The Company agrees to supply all necessary safety equipment when required, e.g. ear protectors, against noise pollution, flexible safety gloves, hard hats with winter liners, neoprene two (2) piece suits, gas masks or respirator, safety goggles, explosion-proof flashlight, safety rubber boots, plastic safety face shield, plastic neoprene slip-on foot protectors. All of the above are to be of a size to fit the driver.

Where "neoprene" is set out above, a substitute may be provided if of same or better quality: all of the above must meet Government standards.

The Company will supply all necessary tools and equipment required for any job an employee is required to perform.

Insulated gloves will be supplied to all employees between October 1st and April 30th each year.

All items referred to above will, be maintained in proper condition.

Section 55.6 - Mississauga Clause

In emergency situations declared by the Federal and/or Provincial Government, where the Company is required to supply equipment and men in a hazardous or dangerous working environment, such work will be voluntary and such employees will be paid two (2) times their regular basic hourly rate for all hours worked at the hazardous or dangerous site.

ARTICLE 56

SAFETY BONUS

Section 56.1

Safety Incentive Programs will be instituted by the Companies and the Union will be notified of the details. The setting of conditions and procedure for such programs shall be the exclusive prerogative of each Company. However, the Companies will agree on a common level of safety incentives.

ARTICLE 57

TRANSPORTATION OF INJURED EMPLOYEE

Section 57.1

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

ARTICLE 58

PRIVATE TRANSPORT - USE OF

Section 58.1

When on special operations where the Company requests the employee to use his private transport to and from other than his home terminal, he shall be paid forty cents (40¢) per mile for the use of his private vehicle plus the mileage rate for all miles in excess of those he normally travels to work.

ARTICLE 59

RELOCATION OF § 1

Section 59.1

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 terminal of the Company, from domicile to domicile, by a licenced moving Company. Two (2) proper estimates will be required and the Company reserves the right to select between them.

ARTICLE 60

COMPANY MEETINGS

Section 60.1

The Company agrees to pay the prevailing straight time hourly rate to all employees compelled to attend meetings, including safety information and lectures as required by law.

Where the Company authorizes employees to use their own transportation from Terminal to place of meeting and back to Terminal, payment will be subject to Section 58.1.

ARTICLE 61

PARKING

Section 61.1

The Company agrees to provide a parking area at each of its terminals where employees may park their private vehicles free of charge.

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

The current practice with regard to plug-ins will be maintained.

The Company agrees to use oil, calcium or a substitute to keep the dust down in the terminal yards.

Section 61.2

At all new parking facilities provided, proper lighting will be installed.

ARTICLE 62

LUNCHROOMS AND WASHROOMS

Section 62.1

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

All lunchrooms in new terminals shall be provided with air conditioning and proper ventilation.

Section 62.2

The Company agrees to make available to all established terminals, washing facilities, hot water, towels and water coolers for drinking water. Such facilities to be kept supplied.

Section 62.3

Where lockers are presently provided they will be maintained. Lockers will be provided at all permanent type terminals established in the future.

ARTICLE 63

BULLETIN BOARDS

Section 63.1

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, providing such notices **are** authorized and signed by an officer of the **Local** Union, The bulletin board will have **glass** covered doors complete with a lock and each shop steward shall have a key made available to him.

ARTICLE 64

PASSENGERS

Section 64.1

No employee **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.

ARTICLE 65

LOSS OR DAMAGE TO CARGO, EQUIPMENT OR PROPERTY

Section 65.1

Employees shall not be assessed for **loss** or damage to cargo, equipment or property.

ARTICLE 66

EQUIPMENT

Section 66.1

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

Section 66.2

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

Section 66.3

It shall be the duty and responsibility of the Company to maintain all vehicles in **a** safe operating condition in accordance with all applicable Federal, Provincial or State regulations.

Section 66.4

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

Section 66.5

The determination in respect to the condition of equipment shall rest with the qualified designee of the Company. A Union member shall not be so designated in instances where there is a difference of opinion. The Company agrees to post the name of the qualified designee(s).

Section 66.6

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

Section 66.7

Employees will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management.

Section 66.8

It is agreed between the Union and the Company having regard for safety and the employee'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. Cabs shall be weatherproof. All power equipment shall be equipped with west coast mirrors. The Company shall install convex mirrors of not less than eight (8) inches in diameter on both sides of the power unit. Cab over cab shall be supplied with winter cover.

Section 66.8 (continued)

All new power equipment ordered after ratification of this Agreement, with front axles licence-rated at 12,000 pounds or more, and all new sleeper equipment ordered after ratification of this Agreement with front axles licence-rated at 10,000 pounds or more, will be equipped with power or power-assisted steering.

All new conventional units will be equipped with bug deflectors.

The Company agrees that within ninety (90) days of signing of this Agreement, to install cab mounted lighting to illuminate the hook-up procedure.

All new equipment ordered after the date of ratification of this Agreement will be ordered with power or power assisted steering and air conditioning.

Section 66.9

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

Section 66.10

It is agreed that bad order forms shall be supplied for the employee on which to report defects in equipment with sufficient copies so that one can be held available for the employee and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A bad order form when made out by the employee will be signed by a representative of that 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 employee or Company representative will remove the tag until the repair work is completed.

A completed copy of the work order shall be attached to the tag left on the vehicle in order to show the work has been completed.

Section 66.11

The Company shall not compel any employee to operate a vehicle in violation of any Provincial, Federal or State Statutes or Regulations.

Section 66.12

The Company agrees to install on all units, adequate fenders to prevent road splash on the mirrors.

Section 66.13

Locks on power unit doors shall be maintained in proper operating condition.

Section 66.14

The Company agrees to install an expanded metal walk behind the cab of power units to facilitate hooking up lights and air hoses, etc.

Section 66.15

All power units operating into Baie Comeau and Sept Iles, Quebec, all new, permanently owned and long term leased power units operating out of North Bay into James Bay, Quebec, and all new vehicles ordered after ratification of this Agreement with a G.V.W. in excess of 120,000 pounds shall be equipped with an engine compression brake assist or equivalent.

ARTICLE 67

INTENANCE OF STANDARDS

Section 67.1

The Company agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general conditions, shall be maintained at not less than the highest standards in effect at the time of signing this Agreement and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 68

PENSION, HEALTH AND WELFARE, LOCAL 106

Section 68.1

The company will continue their present practice and coverage for the Health and Welfare and the Pension Plans for employees who are members of Teamsters Local 106 until after arrangements are mutually agreed upon between Local 106 and the Company, but in no case longer than six (6) months from the effective date of this Agreement.

Notwithstanding any such arrangements made between Local 106 and the Company, the contributions therefore shall not exceed those set out in this Agreement.

Should contributions resulting from such arrangements be less than those set out in this Agreement, the difference shall be paid by the Company direct to the employee concerned.

ARTICLE 69

RETROACTIVITY

Section 69.1

The Company agrees to pay retroactivity on hours worked and miles driven within thirty (30) days from the ratification date of this Agreement.

Section 69.2

Changes in operational practices brought about as a result of negotiated changes in this Agreement shall become applicable upon ratification of this Agreement.

ARTICLE 70

DURATION

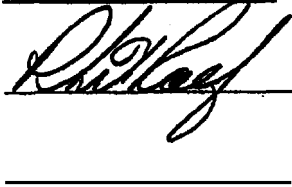
Section 70.1

The duration of this Agreement shall be from December 1, 1991 to November 30, 1994.


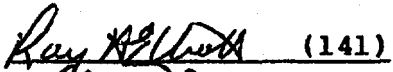

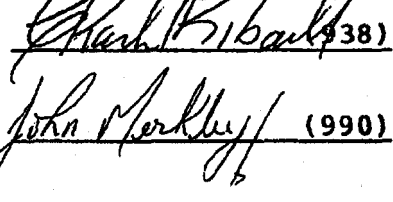
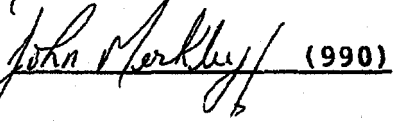
This Agreement shall be binding upon the parties hereto, their successors, administrators and executors.

DATED at Toronto, Ontario, this day of 1992.

FOR THE COMPANY



FOR THE UNION

 (91)
 (141)
 (880)
 (938)
 (990)

APPENDIX "A"

RULES & REGULATIONS

For the purpose of applying the disciplinary measures set out below, all infractions of these Rules and Regulations shall be removed from the **employee's record** after twelve (12) months from the date of the infraction.

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 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 Criminal Code **of** Canada, Highway Traffic Act and Municipal By-Laws, State **and Federal Laws,** shall **be** the responsibility of the employees, **except** those which **are, by** their nature, the responsibility of the Company, in which case the Company shall supply a lawyer if court action **is** necessary.

The Union shall have the right to challenge through the Grievance Procedure, any warning letters and additional or existing Rules and Regulations the Company currently **has** or may institute which **the Union considers to be** unreasonable other **than** those contained in this Appendix "A".

Any employee requested to sign **for** the receipt of an Incident Report **may** be accompanied by a Steward.

All penalties, reprimands and warning letters must be issued to the employee by Management **above** the level **of** dispatcher 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, reprimand or warning letter will be considered null and void.

1. Accidents

- (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 a reprimand to subject to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents. However, the employee 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 employee involved is required by the Company to appear in court relating to the accident. If the employee is found not at fault, the reprimand and time off will be withdrawn and lost time will be paid by the Company.**

1. Accidents (continued)

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

When an employee is required to be in attendance at any civil action involving the Company resulting from an accident in which a Company vehicle is involved shall be reimbursed for all lost time and expenses so incurred.

- (c) Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the employee being subject to three (3) days off. Any employee involved in an accident or incident will be allowed up to twenty-four (24) hours to make out a written report on return to home terminal.
- (d) Employees involved in an accident or incident will be notified by the Company whether the accident or incident was a preventable or a non-preventable accident within thirty (30) days after the last day of the month in which the event occurred,

1. Accidents (continued)

- (e) Any accident, incident or injury which requires any medical attention which may result in a Workers' Compensation Board claim for medical attention or compensation must be reported to the Company within twenty-four (24) hours (Saturdays, Sundays and General Holidays excluded).

Failure to report:

- 1st offence - Reprimand
2nd offence - Reprimand
3rd offence - one (1) day off
4th offence - Subject to dismissal

2. Equipment

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

- 1st offence - reprimand
2nd offence - subject to dismissal

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

- 1st offence - reprimand
2nd offence - one (1) day off
Subsequent offences - subject to dismissal

2. Equipment (continued)

(c) Failure to properly tarp cargo and equipment:

- 1st offence - reprimand
- 2nd offence - one (1) day off
- 3rd offence - three (3) days off
- Subsequent offences - subject to dismissal

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

- 1st offence - reprimand
- 2nd offence - reprimand
- 3rd offence - subject to dismissal

(e) Unauthorized use of Company motor vehicles:

- 1st offence - reprimand
- 2nd offence - reprimand
- 3rd offence - subject to dismissal

(f) Failure to remain beside units while unloading where it is the responsibility of the employee for conducting or observing the unloading of units:

- 1st offence - reprimand
- 2nd offence - reprimand
- 3rd offence - subject to dismissal

(g) Failure to ensure that all semi-trailer tanks are vented while unloading or while empty in transit unless otherwise instructed in writing:

- 1st offence - reprimand
- 2nd offence - reprimand
- 3rd offence - subject to dismissal

3. Conduct and Behaviour:

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

Subject to dismissal

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

1st offence - reprimand
2nd offence - subject to dismissal

- (c) Theft, dishonesty or willful damage:

Subject to dismissal

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

1st offence - reprimand
2nd offence - reprimand
3rd offence - subject to dismissal

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

1st offence - reprimand
2nd offence - subject to dismissal

3. Conduct and Behaviour (continued)

- (f) An employee will not be discharged due to loss of his driver's license. Upon request from the employee, the Company shall grant him a leave of absence up to a maximum of twenty-four (24) months.

4. Reports

- (a) Deliberate falsification of time cards or trip reports :

1st offence - reprimand
2nd offence - subject to dismissal

5. Driving Behaviour:

- (a) Driving at speeds in excess of Government posted speed limits:

1st offence - reprimand
2nd offence - reprimand
3rd offence - reprimand
4th offence - subject to dismissal

6. Attendance:

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

- 1st offence - reprimand
- 2nd offence - reprimand
- 3rd offence - subject to dismissal

(b) **Any** employee **absent** three (3) days excluding Saturdays, Sundays and General Holidays **due** to **illness**, must supply substantiating evidence satisfactory to Management **when** required. **Failure** to do **so**:

- 1st offence - reprimand
- 2nd offence - **subject to dismissal**

(c) 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 offence - reprimand
- 2nd offence - reprimand
- 3rd offence - **subject to dismissal**

APPENDIX "B"

ZONE RATES

1. All terminal-to-terminal operations over sixty (60) miles one way will be on a mileage basis, and not subject to the provisions of this Agreement respecting zoned areas.
2. A map showing the zones in the Metropolitan Toronto Area is attached hereto, and is divided into six (6) zones as follows:
 - a) North-West: bounded on west by Peel County, on the north by Steeles Avenue, on the east by Jane Street and, on the south by Highway 401.
 - b) North-Central: bounded on the west by Jane Street, on the north by Steeles Avenue, on the east by Kennedy Road, and on the south by Highway 401.
 - c) North-East: bounded on the west by Kennedy Road, on the north by Steeles Avenue, on the east by Ontario County and on the south by Highway 401.
 - d) South-West: bounded on the west by Peel County, on the north by Highway 401, on the west by Jane Street south to Riverside Drive, and on the south by Lake Ontario.
 - e) South-Central: bounded on the west by Jane Street, south to Riverside Drive, on the north by Highway 401, on the east by Kennedy Road, and on the south by Lake Ontario.

2. (continued)

f) South-East: bounded. on the west by Kennedy Road, on the north by Highway 401, on the east by Ontario County, and on the south by Lake Ontario.

3. MILEAGE APPLICATION:

Mileages listed to and/or from Toronto are based on the S/C zone. To apply zone mileage, the entry and/or exit zone shall be the base from which other mileages within Metropolitan Toronto are determined. For this purpose Highway 401 may be classed as an entry and/or exit point to either North or South zones, the first stop point being the determining factor. Mileages from one zone to another shall apply as set out below:

4. MILEAGES :

10 miles - between N/W and N/C
 between N/C and N/E
 between S/W and S/C
 between S/C and S/E
 between N/W and S/W
 between N/C and S/C
 between N/E and S/E

20 miles - between N/E and S/C
 between N/W and N/E
 between S/W and S/E

5. EXAMPLES :

No. 1 - via Highway 401 from the east, N/E or S/E zone would be Toronto mileage less ten (10) miles. Mileage from that point to, any other stop point in Metro would be as shown above.

Cornwall to N/E zone256 miles
N/E zone to N/W zone 20 miles
S/W zone to Cornwall276 miles
Cornwall to S/E zone256 miles
S/E zone to S/C zone 10 miles
S/C zone to S/W zone 10 miles

No, 2 - via Highway 401 from the west.

N/W or S/W zone would be Toronto mileage less ten (10) miles. Mileage from that point to any other stop point in Metro would be as shown above.

Sarnia to N/W zone171 miles
N/W zone to N/E zone 20 miles

No. 3 - Sudbury into N/W zone via Highway 400 would be 240 miles. N/W zone to S/E zone would be 30 miles. N/W zone to S/C zone would be 20 miles.

No. 4 - via Highway 2 or Queen Elizabeth Way. S/W zone would be Toronto mileage less ten (10) miles. Mileage from that point to any other stop point in Metro would be as shown above.

6. Mileages to Metropolitan Toronto:

From The East from Cornwall Terminal to Eastern Metro Limit - 246 miles.

From the West from Sarnia Terminal to Western Metro Limit 161 miles.

From the North from Sudbury Terminal to Northern Metro Limit - 230 miles.



APPENDIX "C"

METROPOLITAN MONTREAL ZONES AND ZONE MILEAGES FOR HIGHWAY OPERATIONS

The Map on the following page defines the area to be recognized as Metropolitan Montreal for all Highway Operations into and out of Metropolitan Montreal which has been divided into six (6) zones: N/W (North-West), N/C (North-Central), N/E (North-East), S/W (South-West), S/C (South-Central), S/E (South-East).

1. ZONE BOUNDARIES:

North-West - bounded on the north by the northerly limits of the Island of Jesus - on the east by Highway 15 - on the south by Highway 520 and 40 - on the west by the westerly limits of the Island of Montreal.

North-Central - bounded on the north by the northerly limits of the Island of Jesus - on the east by Pie IX Boulevard - on the south by Highway 40 - on the west by Highway 15.

North-East - bounded on the north by the northerly limits of the Island of Jesus - on the east by Riviere des Mille Iles - on the south by Highway 40 - on the west by Pie IX Boulevard.

APPENDIX "C"

METROPOLITAN MONTREAL ZONES AND ZONE MILEAGES FOR HIGHWAY OPERATIONS

The **Map** on the following page defines the area to be recognized as Metropolitan Montreal for all Highway Operations **into** and out of Metropolitan Montreal which has been divided into **six (6)** zones: N/W (North-West), N/C (North-Central), N/E (North-East), S/W (South-West), S/C (South-Central), S/E (South-East).

1. ZONE BOUNDARIES:

North-West - bounded on the north by the northerly limits of the Island of Jesus - on the east by Highway 15 - on the south by Highway 520 and 40 - on the west by the westerly limits of the Island of Montreal.

North-Central - bounded on the north by the northerly limits of the Island of Jesus - on the east by Pie IX Boulevard - on the south by Highway 40 - on the west by Highway 15.

North-East - bounded on the north by the northerly limits of the Island of Jesus - on the east by Riviere des Mille Iles - on the south by Highway 40 - on the west by Pie IX Boulevard.

1. ZONE BOUNDARIES (continued)

South-West - bounded on the north by Highway 520 - on the east by Highway 15 and Church Street - on the south by the Island of Montreal southerly limits including Verdun - on the west at Island of Montreal westerly limits.

South-Central - bounded on the north by Highway 40 - on the east by Pie IX Boulevard - on the South by St. Lawrence River - on the west by Highway 15 and Church Street.

South-East - bounded on the north by Highway 40 - on the east by Riviere des Prairies and St. Lawrence River - on the south by St. Lawrence River - on the West by Pie IX Boulevard.

2. MILEAGE APPLICATION:

Mileages listed to and/or from Montreal are based on the S/C zone. To apply zone mileage the entry and/or exit zone shall be the base from which other mileages within Metropolitan Montreal are determined. Mileages from one zone to another shall apply as set out below:

3. MILEAGES:

10 miles - between N/W and N/C
 . between N/C and N/E
 . between S/W and S/C
 . between S/C and S/E
 . between N/W and S/W
 . between N/C and S/C
20 miles - between N/W and S/C
 . between N/C and S/W
 . between N/C and S/E
 . between N/E and S/C
 . between N/W and N/E
 . between S/W and S/E
30 miles - between N/W and S/E
 . between S/W and N/E

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