

SOURCE	Union		
EFF.	94	12	01
TERM.	97	11	30
No. OF EMPLOYEES	68		
NOMBRE D'EMPLOYÉS	68		

COLLECTIVE AGREEMENT

MAINTENANCE

-BETWEEN-

C.C.C. CARRIERS LIMITED
TANK TRUCK TRANSPORT INC.

(hereinafter referred to as the "Company")

-AND-

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and
HELPERS OF AMERICA, LOCAL 91
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and
HELPERS OF AMERICA, LOCAL 106
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and
HELPERS OF AMERICA, LOCAL 141
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS
OF AMERICA, LOCAL 880
TEAMSTERS UNION LOCAL 938

(hereinafter referred to as the "Union")

Covering Employees for the Period
December 1, 1994 to November 30, 1997

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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 maintenance personnel, except foremen and persons above the rank of foreman, office staff and sales staff, security guards, office janitors and students.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1

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

section 3.2

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

ARTICLE 4

II) 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 pro-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation 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 Deduction 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 employee 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 agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

ARTICLE 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 the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration.

Section 9.2

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

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, O.H.I.P. 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 of 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 a 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

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 9.9

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 9.10

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 PROVINCIAL GRIEVANCE PANEL

Section 10.1

Should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Arbitration Board as outlined below. Before submitting the grievance to Arbitration, the dispute shall, if requested by either party and in accordance with the procedures outlined in this Section, be brought to the attention of an Ontario provincial Grievance Panel established for this purpose by the Company and the Local Unions. The Ontario Provincial Grievance Panel will render a decision unless it is deadlocked which shall be final and binding and have the judicial powers as a Board of Arbitration established under the following provisions. The Ontario Provincial Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from management and one (1) from the Local Unions.

Section 10.2

It is further agreed that the Company 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 Provincial Grievance Panel as required. It is understood that in the selection of the representatives, the Company must name a representative from another Company and the Union must name a representative from another Local Union.

Section 10.3

It is further agreed that in the event that any Ontario Provincial Grievance Panel is unable to render a decision, the grieving party must, within fourteen (14) calendar days of the date the Ontario Provincial Grievance Panel declares a deadlock, proceed to arbitration as outlined in Article 11.

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 employes concerned.

section 11.7

The Company shall not be responsible for the 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 and will be identified as such.

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 Agent and steward and of any subsequent change. The Company shall not be asked to recognize any business agent or steward until such notification from the Union has been received.

Section 12.6

The company will notify the Union by registered mail or facsimile 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 trip 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 the 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 (3) consecutive working days excluding Saturdays, Sundays and General Holidays;
- (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 work shift 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, DISCHARGE AND TION

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.**

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 the 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.

ARTICLE 18

TRAINING

Section 18.1

Where the Company requires an employee to take further training, the employee shall be paid for all time spent in training at the regular hourly rate.

Section 18.2

Employees required to drive equipment shall be trained and tested by the Company.

Section 18.3

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.

Section 18.4

The Company will reimburse employees for all reasonable expenses when employees are sent on training courses.

Section 18.5

The Company will supply training on new equipment and/or fully detailed charts or diagrams that are available on new equipment.

ARTICLE 19

CONTRACTING OUT

Section 19.1

Whenever practicable the Company will not contract out **mechanical** work on Company owned equipment which is normally performed by the present mechanical staff which would have the effect of causing a layoff of any present mechanical staff at the terminal concerned. This shall not apply where damaged equipment is directed elsewhere by an Insurance Company or where warranty repairs are involved or when Company owned repair equipment and/or personnel are not available.

Section 19.2

Where the Company has additional work, when possible, employees will be given first preference of working reasonable overtime on such work *before the* Company uses any outside contractors.

ARTICLE 20

COMPLETE OR PARTIAL CLOSURE OF GARAGES & MERGERS

Section 20.1

In the event of the complete closure of an established permanent type garage where the work is moved to another **garage(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 garage and the affected employees may bid according to their seniority and qualifications, to move to the **garage(s)** to which the work is being moved.

Where the closure of a garage *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 garage, as a result of the work being moved to another garage(s) and which results in a reduction of employees in the garage so affected, the following will apply:

- (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 garage from which the work is being moved;
- (b) failing agreement under paragraph (a), employees in the garage affected shall have first opportunity of moving with the work or exercising their seniority within their own garage. If any of these employees elect to exercise their seniority and bump into other work within their own garage, then the available vacancies at the garage where the work is being moved to shall be posted for bid in accordance with their seniority, to those qualified employees in the garage 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 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 garage, personnel moving under the conditions of Sections 20.1 or 20.2 will retain their seniority at the garage 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 garage 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 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 _____

Section 21.1

Where a job opening occurs within the Maintenance Department, the job will go up for bid and providing the experience, skill and efficiency of the employees bidding are relatively equal, seniority will be the determining factor.

ARTICLE 22

OTHER WORK

Section 22.1

It shall be the employer's right to utilize his manpower whenever needed, provided however, that if an employee is temporarily transferred, not including a layoff, to a lower classification, he shall receive the rate of pay established for his higher classification. Employees moving from lower classifications to higher classifications shall receive the rate of pay for the higher classification for all time spent on the particular job.

Any employee transferred permanently or to avoid layoff, from a higher classification to a lower classification shall receive the rate of pay established for the classification to which he is transferred.

ARTICLE 23

CLASSIFICATIONS

Section 23.1

The following shall be used in the classification of employees covered by this Agreement. It is agreed that in setting out these classifications the work to be performed is that which is being classified and not the skill of that particular employee applying for the work.

GROUP I

Motor vehicle Mechanic Class "A"
Auto Body Repair
Fuel and electrical systems mechanics
Painter-Auto Spray
Automotive Machinists
Welder Class "A"

GROUP II

Truck trailer repair (licenced)
Alignment and brake mechanic (licenced) Transmission
Mechanic (Licenced)
Welder Class "B"

GROUP III

Greaser
Rough Carpenter
Tow Truck Operator
Trailer - metal repair man
Radiator repair man
Internal tank washer
Tire repair man
Stock room parts man
Mechanic's helper

GROUP IV

External washers
Steam Plant Operator
Rough painting
Janitor
General Labour

ARTICLE 24

LEAD HANDS

Section 24.1

A lead hand shall be defined as a person who performs work and directs the work of others. He shall not have the authority to hire, fire, suspend or otherwise penalize other employees and he shall be a Union member. When lead hands are to be appointed a bid will be posted and the lead hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of the Company to make the final selection, provided that when qualifications are equal

the senior man will be given preference.

Section 24.2

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

ARTICLE 25

APPRENTICES

Section 25.1

Apprentices will be subject to the terms of the Collective Agreement.

Section 25.2

The following minimum pay conditions shall apply:

Section 25.3

For the first (1st) period of apprenticeship, 80% of the group three rate; for the second period of apprenticeship, 85% of the group three rate; for the third period of apprenticeship, 90% of the group three rate; fourth and fifth period of apprenticeship, group three rate or in accordance with the Apprenticeship Act whichever is the greater.

Section 25.4

Apprentices over twenty-one (21) years of age shall receive no less than group two (2) rate provided they have completed second (2nd) period of apprenticeship and comply with the Apprenticeship Act.

Section 25.5

The Company agrees to pay the Health and Welfare premium for any apprentice who is attending school.

Section 25.6

Apprentices will be paid the difference between their normal pay and the government grant while attending school.

Section 25.7

It is agreed that all apprentices shall receive the skilled rate after he has received verification of his certificate of qualification provided there is a vacancy available in the category of work he is qualified to fill.

ARTICLE 26

PREMIUM RATES

Section 26.1

Lead Hands shall receive twenty-five cents (25¢) per hour in addition to the basic hourly rate established for their classification.

Section 26.2

Employees working on a shift other than a regular day shift shall be paid a premium of seventy-five (75¢) cents per hour over their regular rate for all hours worked.

Section 26.3

Premium rates shall not be used in computing an overtime rate but shall be added to the hourly rate whether or not such hours worked are straight time or overtime hours.

ARTICLE 27

HOURS OF WORK AND OVERTIME CONDITIONS

Section 27.1

Seniority shall prevail for the *first* (5) days of the week in accordance with the following conditions:

Section 27.2

The work week may commence on a Sunday.

Section 27.3

The normal work day shall be eight (8) hours in any one (1) day and forty (40) hours in any one (1) week. All hours worked at the hourly rate in excess of eight (8) hours in any one (1) day or forty (40) hours in any one week shall be paid for at the rate of time and onehalf

(1 1/2) the employee's basic rate of pay.

Section 27.4

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

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

Section 27.5

All hours worked between 6:00 a.m. Saturday and 1:00 p.m. Saturday shall be paid for at the rate of time and one-half (1 1/2) the employee's basic rate.

Section 27.6

All hours worked between 1:00 p.m. Saturday and 9:00 p.m. Sunday shall be paid for at the rate of double (2) the employee's basic hourly rate.

Section 27.7

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.

ARTICLE 28

CALL-IN GUARANTEE AND CALL BACK-PAY

Section 28.1

Employees called in for work shall be guaranteed not less than eight (8) hours' pay. On Saturdays, Sundays and General Holidays the guarantee shall be four (4) hours.

Section 28.2

All call-backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at 'the rate of time and one-half (1 1/2) the employee's regular rate of pay. There shall be a minimum call-back guarantee of four (4) hours' pay and the employee shall not be required to perform any work in addition to the emergency work for which he was recalled.

ARTICLE 29

SPECIAL TOOLS

Section 29.1

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

Section 29.2

The company will supply all tools for work performed on trailers where they will come in contact with corrosive products.

Section 29.3

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

ARTICLE 30

TOOL ALLOWANCE

Section 30.1

Employees who report for work in any week and who are required to provide tools, the Company shall pay a tool allowance of seven dollars (\$7.00) per week. If the Company does not pay a tool allowance to an employee, the

Company will be required to supply all necessary tools to the employee.

Section 30.2

The Company will provide insurance coverage *for* loss of mechanics' tools taken from the Company's premises in the case of a proven burglary. The premiums shall be borne by the Company and claims paid to the mechanic in the case of a loss of his tools. Coverage will also be provided for loss due to fire.

In order to claim under the Clause the mechanic must have filed annually an inventory of approved tools with the Company.

ARTICLE 31

WAGES AND RATES

Section 31.1

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

	<u>Group I</u>	<u>Group II</u>
<u>Date of</u>		
<u>Ratification</u>	<u>\$19.58</u>	<u>\$17.43</u>
<u>Dec. 1/95</u>	<u>\$19.58</u>	<u>\$17.43</u>
<u>Dec. 1/96</u>	<u>\$20.08</u>	<u>\$17.93</u>

	<u>Group III</u>	<u>Group IV</u>
<u>Date of</u>		
<u>Ratification</u>	<u>\$17.00</u>	<u>\$16.53</u>
<u>Dec. 1/95</u>	<u>\$17.00</u>	<u>\$16.53</u>
<u>Dec. 1/96</u>	<u>\$17.50</u>	<u>\$17.03</u>

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

In the event of failure to arrive at 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.

The Company shall supply the necessary Manuals for all equipment where available.

ARTICLE 33

Renumbered to correspond with Drivers' Agreement

ARTICLE 34

SELECTION OF SHIFTS

Section 34.1

The Company shall establish regular shifts which shall not be changed without giving the employee or employees affected five (5) working days' notice. Should employees so affected desire, they may waive the five (5) days' notice.

Section 34.2

During the month of January each year the employees within each department at each terminal shall select shifts in accordance with their seniority. Preference for position on permanent shifts shall be established by seniority and qualifications. The selection shall be based on the needs of the Company to have a nucleus of experienced men on each shift. The Company shall determine how many employees shall be on each shift.

ARTICLE 35

MEAL PERIOD

Section 35.1

An employee shall not take more than one (1) continuous hour for meals; however, should the taking of a full hour for meals cause a delay in operations, the employer may require the employee to take no less than thirty (30) minutes.

This shall not preclude the Union and the Company from mutually agreeing that the regular lunch period shall be

thirty (30) minutes. The lunch period shall be no later than halfway through the shift except where mutually agreed.

ARTICLE 36

ROAD CALL MEAL

Section 36.1

Where maintenance men or mechanics are required to make a road call and providing calls involve a period during which he would normally eat a meal at home, he shall be allowed five dollars (\$5.00) to offset the expense of an emergency call.

ARTICLE 37

PAY PERIOD

Section 37.1

The pay period shall be from Sunday to Saturday.

Section 37.2

Pay day shall be on a 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 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 fifty dollars (50.00) will be paid within two (2) working days of the Company being notified of such shortage.

Section 37.4

The Company agrees that employees will be given a photostatic copy of their time card with their pay cheque.

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.

ARTICLE 39

TIME CARDS

Section 39.1

If the Company changes a time card, the employee concerned must be notified in writing of the change as soon as possible but in any event not later than the pay day following. 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 terminal, a time clock shall be provided and shall be accessible to employees. All employees must use it.

ARTICLE 41

Renumbered to correspond with Drivers' Agreement

ARTICLE 42

GENERAL HOLIDAY WEEKLY LIMITATION

Section 42.1

In a week in which any General Holiday occurs, the weekly limitation after which overtime shall be paid shall be reduced by the number of hours paid for the Holidays as outlined in Article 44. Time worked on a General Holiday shall be paid for at the rate of time and one-half (1 1/2) the regular rate but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

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 of 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 of 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 43.9

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

Section 43.13

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

Section 43.14

No more than twenty percent (**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 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
Victoria Day	Christmas Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	The Day Before New Year's Day

Section 44.2

It is agreed that St. Jean Baptist8 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 the General Holiday shall be eight (8) 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 Holidays, or
- (c) They have not been absent m work due to sickness or injury for a period longer than 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 hourly rate 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 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

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 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 an eight (8) 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 ALLOWANCES

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, 1994 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 1994 and the Index figure for each month up to and including September, 1995 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 pro-rated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 49.4 - Second (2nd) Year

If during the second (2nd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September, 1995 and the Index figure for each month up to and including September, 1996 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 pro-rated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released,

Section 49.5 - Third (3rd) Year

If during the third (3rd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1996 and the Index figure for each month up to and including September 1997, 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 49.6 - Cost of Living Allowance Fold-In

- (a) Effective October 1, 1995, 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 30, 1995 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 1, 1996, 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 30, 1996, 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

Section 50.1 - Contributions and Administration

Commencing October 1, 1994, the Company shall contribute to the Teamsters and Motor Transport Industrial Relations of Ontario Pension Plan, handled by Joint Trustees, an amount of three hundred and forty dollars (\$340.00) 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 Union 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.

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.

Section 50.4 - Agreement of Understanding Re: Meet Too Clause

It is further agreed that any changes in the Ontario General Freight and Maintenance Pension negotiated by Teamsters Local 938, 879, 91, 880, 141 in October 1995 will be added until the expiry of this Agreement, November 30, 1997.

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 is required to replace reasonable equivalent O.H.I.P. benefits.

Section 51.2 - Health and Welfare

The Company 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, 1994 - \$223.00 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 negotiated by Teamsters Local 938, 879, 91, 880, 141 in October 1995 will be added until the *expiry* of this Agreement, November 30, 1997.

ARTICLE 52

MEDICAL EXAMINATIONS

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 purposes of maintaining a driver's license shall be promptly complied with by all employees provided, however, that the employer shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think and 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 license 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 UN

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 - Coveralls

The Company agrees to supply four (4) changes of coveralls per week or shirts and pants in summer months if requested. The Company agrees to maintain a supply of spare coveralls for new employees or for replacement in the case of oil spills, etc.

Section 54.2 - Parkas

The Company will provide individual parkas for each employee at each terminal who are required to work outside and will maintain and clean them.

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 including rubber boots. 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.

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, chemical products or a 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 of loss or damage.

Section 55.4

The Company agrees to contribute up to one hundred and twenty dollars (\$120.00) per contract year for each maintenance employee for safety shoes or boots which must comply with the Canada Protective Clothing and Equipment Regulations and the C.S.A. Standard CSAZ195-1970.

Employees must provide receipts for purchase of such footwear.

Section 55.5

The Company agrees to supply all necessary safety equipment when required, e.g., ear protectors (for noise pollution), insulated gloves, and winter liners for hard hats.

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

Section 55.6

The Company agrees to supply all safety equipment and clothing as required, which will be maintained in proper condition including C.S.A. approved air tanks and attachments.

Section 55.7

All maintenance shops will be provided with systems that will remove exhaust fumes.

Section 55.8

The Company agrees that the washing area for trailers will be separate from the main garage or partitioned and the Company will maintain the floor surface in good condition.

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 (400) 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

TRANSFER OF EMPLOYEE'S EFFECTS

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 licensed 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 that are 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 their 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 and 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. Lockers shall be provided. 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, including hot water, soap, hand cleaner, towels and water coolers for drinking water at terminals where maintenance personnel are **employed**. Such facilities are to be kept supplied. Showers to be provided at established permanent type terminals.

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

Maintenance men will not be held responsible for damage while towing or pushing a vehicle, if instructed to do so by management or lead hands, unless clear proof of negligence is shown.

ARTICLE 67

 : 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 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

OPERATIONAL PRACTICES

Section 69.1

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, 1994 to November 30, 1997.

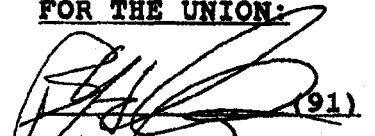

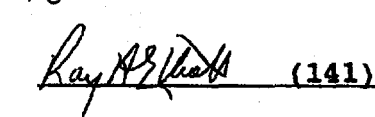
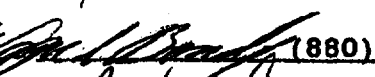
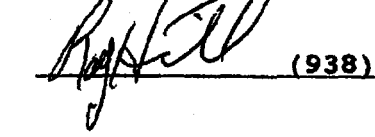
This Agreement shall be binding upon the parties hereto, their successors, administrators and executors.

DATED at Toronto, Ontario, this 7 day of 1995.

FOR THE COMPANY:



FOR THE UNION:

 (91)
 (106)
 (141)
 (880)
 (938)
_____ (938)

APPENDIX "A"

RULES AND 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 & 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.

- (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.
- (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 twentyfour (24) hours (Saturdays, Sundays and General Holidays excluded).

Failure to report:

- 1st offence - Reprimand
- 2nd offence - One (1) day off
- 3rd offence - Three (3) days 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 day off
- Subsequent offences - subject to dismissal

(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 the 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

(f) An employee will not be discharged due to loss of his driver's licence. Upon request from the employee, the Company shall grant him a leave of absence up to a maximum of twentyfour (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 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 prior to regular starting time when unable to report for duty with a reasonable explanation:

1st offence - Reprimand
2nd offence - Reprimand
3rd offence - Subject to dismissal

/lw/opeiu:343

NEGOTIATING COMMITTEE

FOR THE UNION

CHAIRMAN - WAYNE BONDY

CO-CHAIRMAN - RAY HILL

LOCAL 938

Ray Hill
Garth Craig
Morris Madore
Ken Crane
Dave Villeneuve

LOCAL 880

Wayne Bondy
Robert B. Kelch
Ed M. Park

LOCAL 91

Basil Humphrys
Marwin J. Antoine

FOR THE COMPANY

CHAIRMAN - JOHN LYNDE

CO-CHAIRMAN - YVES BELANGER