



COLLECTIVE: AGREEMENT

BETWEEN

The Coyle Group Inc. MARS: 1590

AND

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

Expiry Date: April 30, 2003

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COLLECTIVE AGREEMENT

Between

The Coyle Group Inc.

(hereinafter referred to as the "Company")

And

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

(hereinafter referred to as the "Union")

ARTICLE 1: RECOGNITION

- 1.1 All employees of the Coyle Group Inc., in Ontario, excluding the casual help, students employed during the school vacation period, office and sales staff, supervisors, and those above the rank of Supervisor.
- 1.2 This Agreement covers the terms and conditions of employment of such persons only while they are employed by the Coyle Group Inc.
- 1.3 The Company recognizes the Union as the exclusive Bargaining Agent for all its employees in the Bargaining Unit.
- 1.4 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.

ARTICLE 2: UNION SECURITY

2.1 Maintenance of Membership

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

2.2 **Union Dues Authorization**

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

2.3 **Initiation Fee Deductions**

All employees upon completion of their probationary period 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 the employees from whom the money was deducted at the same time as the Union dues are remitted.

2.4 (a) **Monthly Deduction of Union Dues**

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

(b) **Deduction of Arrears Items**

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

more than the equivalent of one months' dues at the Local Union's rate.

(c) **Checkoff Lists**

..TheCompany will provide Union checkoff form in accordance with one of the following methods:

- (i) a Union-provided form;
- (ii) a Company-provided form;
- (iii) a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-initiation Fees".

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

(d) **Forms to be Signed by New Employees**

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms, and Health & Welfare Enrolment Forms, all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership Forms and Health & Welfare Forms, if applicable, are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

(e) **Scope of Union Dues Deductions**

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

(f) **Submission of Checkoff**

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

(g) **T4 Slips**

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

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

ARTICLE 3: MANAGEMENT FUNCTIONS

3.1 Management Functions

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

The above clause shall not deprive a seniority employee of the right to exercise the grievance procedure as outlined in this Agreement.

ARTICLE 4: ACCESS

4.1 Right of Access for Union Representatives

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

ARTICLE 5: STEWARDS

5.1 Right of the Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint one (1) Steward and one (1) Alternate, if the operations are such that they cannot be covered by these Stewards, additional Stewards may be appointed, provided the request for additional Stewards is mutually agreed

upon.

5.2 (a) **Pay for Processing Grievances During Steward's Normal Working Hours**

Wherever possible grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his/her 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.

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

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

5.3 **Names and Changes of Stewards**

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

5.4 **Suspension or Discharge of Steward**

The Company will notify the Union by registered mail, telefax, or telegram on the day of the suspension or discharge of a Steward.

5.5 **Steward's Seniority for Work**

For the purpose of lay off and the day to day allocation of work within his/her department, the Steward shall be established on the seniority list as the "second man". Where there is more than one (1) Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

5.6 **Trip Sheets and Time Cards**

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant trip sheets, time cards and disciplinary records made available to them upon request immediately at the head office.

ARTICLE 6: GRIEVANCE PROCEDURE AND ARBITRATION

6.1 **What Constitutes a Grievance**

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, and alleged violations 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.

6.2 **Grievance Procedure**

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

6.2 (a) **Step 1 - Branch Manager or Designate**

By a conference between the aggrieved employee and the Operations Manager or his/her designate. Failing settlement the grievance must be submitted in writing within five (5) 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. The limitations shall not apply to laid off employees claiming that they **have** not been recalled in line with the provisions of Article 8. The grievor shall be accompanied by a Union Steward and, if deemed necessary by the Union, he/she shall also be accompanied by a Business Representative of the Union,

(b) **Step 2 - General Manager or Designate**

Failing settlement at the above step, the Operations Manager shall render his/her decision in writing and shall refer the grievance to and arrange a meeting between the Union and the Operations Manager or his/her designate on a mutually agreed date. This meeting shall be held in the offices of the Company unless otherwise

agreed. The Operations Manager or his/her designate shall render his/her decision in writing within seven (7) days from the date that the grievance was referred to him/her.

(c) **Step 3**

Should the parties fail to reach satisfactory settlement in the preceding steps, the grieving party must, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Section 6.5.

6.3 **Procedure for Union or Company Grievances**

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

6.4 **Discharge and Suspension Grievance**

Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with **Step 2** of the Grievance Procedure as outlined in Section 6.2 (b).

6.5 **Procedure for Arbitration**

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

- (a) an employee grievance within fourteen (14) calendar days after the Operations Manager or his/her designate has rendered a decision or failed to render a decision as provided for in Section 6.2 (b);
- (b) a Company grievance within fourteen (14) calendar days after the meeting with the Union Representative;

- (c) a Union grievance within fourteen (14) calendar days after the meeting with the Company's Representative;
- (d) Should the parties fail to reach 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 the grieving party, and in accordance with the procedures outlined in this Section, be brought to the attention of a Joint Grievance Committee established for this purpose by the Company and the Local Union. The Joint Grievance Committee will render a decision unless it is deadlocked which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the foregoing provisions. The Joint Grievance Committee shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions.

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

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

- (e) Prior to proceeding to a three (3) person Board of Arbitration, the parties by mutual agreement may elect to have the grievance heard by a single Arbitrator. Should the parties fail to appoint a one (1) person Board of Arbitration within thirty (30) days from the date of the written referral to arbitration, either party shall request the Minister of Labour to make the appropriate appointment.

A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's appointee to the Board of Arbitration and within fourteen (14) calendar days from the receipt of the

notice of intent to arbitrate, the other party must in turn name their appointee. A third member to act as chairperson shall be appointed by the respective appointees. Should either party fail to name their appointee within the required fourteen (14) calendar days or should the appointees fail to select a Chairperson within thirty (30) calendar days from the date of their appointment, either party or their appointee shall request the Minister of Labour to make the appropriate appointment.

6.6 **Extension of Time Limits**

Where a driver is away from his/her 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/her processing the grievance in accordance with the above steps upon his/her return to his/her home terminal.

6.7 **powers of Board of Arbitration**

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

6.8 **Expenses of Board Members**

The parties will equally bear the fees and expenses of the Chairman of the Board of Arbitration. If applicable, each party will bear the fees and expenses of its nominees to the Board of Arbitration.

6.9 **Responsibility of Payment**

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

6.10 **Payment of Settled Monetary Grievances**

All monetary grievances that are mutually agreed upon shall be paid the following pay period either by

separate cheque, or, in the alternative, the employees' regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

6.11 **Right of Employees to be Accompanied by a Union Official**

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

ARTICLE 7: STRIKES AND LOCKOUTS

7.1 **Strikes and Lock outs**

During the term of this Agreement, there shall be no lockout by the Company, or any strike, sit down, work stoppage or suspension of work, either complete or partial for any reason by the employees.

7.2 **Picket Lines**

The Company acknowledges the right of the employees to recognize and refuse to cross a picket line where the employee has a reasonable and probable belief that he/she may be placing himself/herself or the Company's equipment in danger of physical harm by attempting to cross the line.

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

7.4 Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity 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.

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

appropriate.

ARTICLE 8: SENIORITY

8.1 Seniority shall be Company wide and include all persons working for the Company and on the Company payroll except **as** outlined in Article 10. It is further agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any other department within the Company.

8.2 **Purpose of Seniority**

The purpose of seniority is to provide a policy governing work preference, (subject to applicable hours of work legislation), lay offs, and recalls.

8.2 (a) In the event of a lay off, the Company shall consider:

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

(b) **Test to Determine Qualifications**

In all lay offs where the qualifications of an employee are questioned by the Company, the Company agrees to notify the Union in order to arrange a meeting to determine if he/she is qualified.

8.3 **Posting of Seniority List**

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

8.4 Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for sixty (60) days worked within a twelve (12) month period, during which period he/she may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the sixtieth (60th) day worked, the employee shall either be terminated or placed on the regular seniority list as of the original date of hire.

8.5 **Retention of Seniority After Promotion**

Employees promoted to supervisory positions, or positions not subject to this Agreement, will retain their seniority after promotion for a period of one hundred and eighty (180) calendar days only. If demoted for any reason, or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should they be subsequently discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once (1X) for any employee during the term of this Agreement.

8.6 **Reasons for Termination of Employment**

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

- (a) if an employee voluntarily quits;
- (b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere then the Company will notify the employee by registered mail to his/her last known address to return to work and he/she will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;

- (d) if he/she takes employment other than that declared and agreed upon when applying for a leave of absence;
- (e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (f) if an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive working 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/her severance pay, he/she will be paid in accordance with the Canada Labour Code on the pay day following his/her request.

8.7 **Leave of Absence Provision**

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

8.8 **Political Office**

Any employee who is elected to a full-time Municipal, Provincial, or Federal Government office shall be granted a leave of absence without pay in order to allow him/her to fulfil his/her elected duties.

ARTICLE 9: COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) OR OPERATIONS AND ESTABLISHMENT OF NEW TERMINALS

9.1 **Complete Closure**

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

Where a closure is effected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the terminal to which the work is being moved. Any employee who is laid

off as a result of the complete closure will be given sixty (60) days notice of such lay off or pay in lieu thereof. Where the closure of a terminal is effected and no work is being moved, employees who are terminated will be provided with two (2) weeks' notice or pay in lieu, plus severance pay in the amount of two (2) days' pay for each full year of service.

9.2 **Procedure for Partial Closure**

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

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

9.3 **Retention of Seniority Because of Closure**

Personnel moving under the conditions of Sections 9.1 or 9.2 will retain their seniority at the terminal from

which they have moved and, in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months but within thirty-six (36) months from the date of their original move, such employee may elect to remain at their existing location or return to their original terminal.

9.4 **Right of the Company to Allocate Work to Employees Moving**

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Sections 9.1 or 9.2 for a period of two (2) months from the date of the move or until the date of the next annual job bid, whichever comes first.

9.5 **Dovetailing of Seniority for Employees Moving**

Employees moving under the conditions of Sections 9.1 and 9.2 will dovetail their seniority dates with persons already employed at the terminal to which they moved.

9.6 **New Terminal or Operation**

In the event the Company establishes a new terminal or operation at a different location within a town or city in which the Company already has a terminal or operation, the Company and the Union will meet and establish procedures which will protect the seniority of employees at the original and new terminals. Such procedures will be reduced to writing.

ARTICLE 10: MERGERS

10.1 If the Company acquires by way of purchase, or in any other manner, the business or undertaking of any other Company 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, lay off will commence at the bottom of the dovetailed seniority list, and such employees will remain on the active seniority list for the purpose of recall.

10.2 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 lay off will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees, preference will be given, subject to the recall provisions of Article 8, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work, in accordance with this Article, his/her original seniority will be dovetailed with the seniority of the active employees.

ARTICLE 11 LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

11.1 The Company agrees to grant to all employees an indefinite leave of absence to work for the Teamsters Union in an official capacity, retaining and accumulating seniority with their respective Company. Such leave of absence shall be revocable upon seventy-two (72) hours' notice by the employee.

ARTICLE 12: EQUIPMENT

12.1 (a) **Vehicle Safety**

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

(b) **Duty of Employees to Report Defects**

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

(c) **Duty of Company to Maintain Vehicles in a Safe Condition**

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

(d) **Responsibility of Company to Maintain Vehicles**

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

(e) **Right of the Company to Determine Condition of Equipment**

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

(f) **Right of Employees to Refuse Unsafe Equipment**

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

12.2 **Responsibility of Drivers for Damage While Pushing or Towing a Vehicle**

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

12.3 (a) **Equipment on Power Units**

It is agreed between the Union and the Company having regard for safety and the driver's health factor, that all power units will have adequate heaters, windshield wipers and washers, and defrosters installed and kept in operating condition. Defective windshield washers shall not be classified as a breakdown. Windshield wipers are to be kept in proper working order at all times and cabs are to be weatherproof. All new equipment put into use as of ratification shall be equipped with west coast mirrors, air-conditioning and power steering. The Company will also provide on all new equipment, lighted or heated or frost-free mirrors, air-ride seats and C, B hook-up and Bunk Heaters. The Company will provide lighted, heated, or frost-free mirrors when replacing mirrors, if the tractor is equipped with the proper wiring. Trucks equipped with air conditioning shall be maintained in working order providing they are less than four (4) years of age,

- (b) All new tractors will have hand braking control valves installed at time of delivery.
- (c) All tractors shall have upright exhaust stacks.
- (a) All tractors will be equipped with dash-mounted speedometers.
- (b) The Company must keep speedometers in proper working order and reasonably accurate.

12.5 **Bad Order Forms** It is agreed that bad order forms shall be supplied for the drivers on which to report defects in equipment with sufficient copies so that one can be held available for the driver 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 driver will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the Maintenance Department along with the bad order report. No driver or Company representative will remove the tag until the repair work is completed. 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.

12.6 **Operation of Vehicles in Excess of Legal Load Limits**

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

12.7 **Braking Systems**

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

12.8 Effective October 1, 1988, all new types of equipment will be supplied with retractable seat belts if available from the manufacturer.

ARTICLE 13: MEDICAL EXAMINATIONS

13.1 Provisions for Medicals

Any medical examination required by the Company and/or U.S. legislation for the purpose of maintaining a drivers licence shall be promptly complied with by all employees, provided, however, that the Company 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, think an injustice has been done an employee, have said employee re-examined at the Union's expense.

13.2 When a medical examination is required by the Company the following conditions shall apply;

(a) Payment for Medicals Taken During Working Hours

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

(b) Payment for Medicals Taken After Working Hours

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

(c) Report of Medicals

A report of the examination will be made available to the employee through the doctor designated by the employee.

(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/her home community, he/she shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

(f) **Medical Requirements for Drivers**

Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers' licenses. In the event that a driver loses his/her driver's license as a result of the medical requirement applied by the Department of Transport, then he/she shall retain his/her seniority,

(g) Any employee cleared to return to work by his/her 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/she would be entitled.

ARTICLE 14: EXTRA CONTRACT AGREEMENTS

14.1 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 15: NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK

15.1 **Establishment of Rates for New Types of Equipment or New Categories of Work**

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

15.2 **Protection of Earnings Through Introduction of Double Driver Operations**

No highway driver will suffer any reduction in his/her weekly earnings as a result of the introduction of double driver operations.

ARTICLE \$6: BULLETIN BOARDS

16.1 The Company agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union. This Bulletin Board will be locked and the Union Representative will have sole possession of the key.

ARTICLE 17: LOSS OR DAMAGE TO CARGO OR EQUIPMENT

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

ARTICLE 18: GENERAL HOLIDAYS

18.1 The following General Holidays will be observed:

THANKSGIVING DAY	DAY BEFORE CHRISTMAS
CHRISTMAS DAY	BOXING DAY
NEW YEAR'S EVE	NEW YEAR'S DAY
GOOD FRIDAY	VICTORIA DAY
CANADA DAY	CIVIC HOLIDAY
LABOUR DAY	

18.2 **Alternate Day**

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

18.3 **Pay for General Holidays**

All employees shall be paid eight (8) hours pay at the regular hourly rate in the week in which the General Holiday occurs providing:

- (a) they have been in the employ of the Company thirty (30) calendar days;
- (b) they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- (c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday;
- (d) they have worked their schedule day before and their scheduled day after the General Holiday.

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.

18.4 **General Holidays for Day Shift Employees**

General Holidays for day shift employees shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid at the appropriate overtime rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.

18.5 **General Holidays During Annual Vacation**

Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay, and if the employee requests, he/she will be granted an extra day off upon completion of his/her vacation period.

18.6 **Dispatches on Christmas and New Year's Eve**

Dispatches must be arranged so the 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/her seniority is willing to accept a dispatch which will bring him/her back to his/her home terminal after 6:00 p.m. as mentioned above. For all General Holidays, the driver is entitled to thirty-six (36) clear hours off duty from the completion of his/her shift on the eve of the days of such General Holidays.

ARTICLE 19: VACATIONS WITH PAY

19.1 Vacation Pay for Employees with less than One Year's Employment

All employees, including those employees working for Companies under Federal 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 or any subsequent amendment thereto.

19.2 Vacation for Employees with One (1) Year of Employment

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

19.3 Vacation for Employees with Five (5) Years of Employment

Employees who have completed five (5) years of employment by November 30th in any year shall receive three (3) weeks vacation with pay; however, if an employee has not completed his/her five (5) years of employment when taking his/her vacation, the pay for the third (3rd) week shall be delayed until his/her fifth (5th) anniversary date of employment.

19.4 Vacation for Employees with Ten (10) Years of Employment

Employees who have completed ten (10) years of employment by November 30th in any year, shall receive four (4) weeks vacation with pay. However, if an employee has not completed his/her ten (10) years of employment when taking his/her vacation, the pay for the fourth (4th) week shall be delayed until his/her tenth (10th) anniversary date of employment.

19.5 Vacation for Employees with Eighteen (18) Years

Employment

Employees who have completed eighteen (18) years of employment by November 30th in any year, shall receive five (5) weeks vacation with pay. However, if an employee has not completed his/her eighteen (18) years of employment when taking his/her vacation, the pay for the fifth (5th) week shall be delayed until his/her eighteenth (18th) anniversary date of employment.

19.6

Amount of Vacation Pay

Vacation pay for those enjoying two (2), three (3), four (4) weeks and five (5) weeks vacation with pay annually, shall be calculated at four percent (4%), **six** percent (6%), eight percent (8%) and ten percent (10%) respectively of their total earnings for the year previous to their vacation.

19.7

Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company will endeavour to grant all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he/she would like for his/her vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year. Vacations will not be unreasonably denied.

ARTICLE 20: ALLOCATION AND HOURS OF WORK - MECHANICS

20.1

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

- (1) the work week may commence on Sunday at 8:00 p.m. and end Saturday, at 12:00 noon
- (2) all work performed after 12:00 Noon Saturday and prior to 8:00 p.m. on Sunday shall be **paid** at one and one-half (1-1/2) times the regular rate of pay.

- 20.2 (a) The normal work day shall be eight and one half (8½) hours per day and the normal work week shall be five (5) consecutive days totalling forty two and one half (42½) hours per week.
An employee shall be paid at one and one half (1½) times his/her regular hourly rate of pay for all hours worked in excess of eight and one half (8½) hours per day or forty two and one half (42½) hours per week.
- (b) Employees covered by this Agreement called in for work shall be guaranteed not less than four (4) hours pay. On Saturday the guarantee shall be four (4) hours at one and one-half (1-1/2) times the employee's regular rate.
- (c) On Saturday operations, the Company shall assign the work available to employees in accordance with their departmental seniority giving preference according to seniority and qualifications.

20.3 Coveralls

The Company shall supply and maintain adequate coveralls as needed minimum of five (5) changes per week. The company will stock a supply of spare coveralls to use as replacements in case of oil spills, etc.

20.4 Tools

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

20.5 All maintenance employees will be supplied with a new pair of safety boots once each year up to a maximum of \$90.00 for standard safety boots. Where employees furnish medical evidence of inability to wear the standard safety shoes or boots, the Company agrees to contribute the equivalent cost of a pair of standard safety shoes or boots towards the cost of special footwear.

ARTICLE 21: ALLOCATION AND HOURS OF WORK HIGHWAY OPERATIONS

21.1 Regular Highway Drivers

Highway Drivers will be assigned the best paying dispatches which are available when they are called to report for duty. However, should the highway driver elect to decline the best paying dispatch, he/she will be given preference on all other loads available. Dispatches will be given out by order of seniority providing the employee has notified the Company of their availability prior to twelve noon (12:00 p.m.).

21.2 Should other loads materialize and be available for dispatch between the time a driver is called for duty and the time he/she reports for dispatch, the driver will be advised and may exercise his/her seniority on such loads.

21.3 Loads will not be held for the purpose of depriving a highway driver of his/her seniority,

21.4 In the event the Company improperly dispatches a highway driver on a trip ahead of a senior driver, and amount of money equal to the difference in the trips involved, whichever is the greater, will be paid to the senior driver.

21.5 Subject to the above, the Company shall assign drivers to highway trips in accordance with the following conditions:

- (a) seniority of the employees in the highway operations **at** the home terminal;
- (b) hours off regulations and hours of work limitations **as** spelled out in this Article, and in accordance **with** applicable legislation.
- (c) Highway drivers will be given preference at time of dispatch on loads in line with their seniority

regardless of the power equipment required to move the load and they will be given the known particulars of all available dispatches at the time of dispatch.

- (d) Employees on highway operations off duty at their home terminal will not be called for work until they have been off duty eight (8) hours. They will be allowed two (2) hours without pay to report for work. Each driver upon being contacted by the Company shall be advised of his/her starting time.
- (e) If a highway driver is not dispatched after reporting for work as advised, he/she shall be paid for all time held at the regular rates of pay.
- (f) Senior personnel shall have the preference of working on the first five (5) days of the week and the work week may commence on Sunday.
- (g) **Mileage Limitations**

At their home terminals, highway drivers shall have the right to decline further work when they have accumulated a total of sixty (60) hours or twenty-four hundred (2,400) miles in any week.

Any General Holiday that falls within the scheduled work week shall reduce the number of miles driven or hours worked for the purpose of booking off by ten (10) hours or four hundred (400) miles for each General Holiday.

- (h) **Sixth (6th) Shift Operations**

When all employees in the Highway Department have worked five (5) shifts, senior employees will be given the first opportunity to work on **sixth (6th)** shift operations. In the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority. Highway drivers shall not be compelled to accept a sixth (6th) shift dispatch which entails a lay-over. In the event a person is dispatched on a turn on the sixth (6th) shift and the return load does not materialize, the person shall be paid for all time held. It is the Company's responsibility to return the person to his/her home terminal. For the purpose of applying this section, a **paid** General Holiday shall be considered as a shift worked.

(i) **Sunday Dispatches**

The known Sunday night dispatch will be made available at least twenty-four (24) hours prior to the time of dispatch.

No driver will be compelled to accept a dispatch on Sunday night unless he/she receives twenty-four (24) hours notice and, except in an emergency, no driver will be dispatched before 4:00 p.m. Sunday night.

Drivers wishing to book off Friday at 12:00 Noon must request permission to do so no later than on the preceding Saturday Noon.

(j) **Call-In Guarantee**

Employees who are on the highway department seniority list and who are called in for duty shall receive four (4) hours work within that department or the equivalent of four (4) hours pay at their regular hourly rate.

(k) **Deadheading**

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

- (1) All time payments of highway drivers shall include breakdowns.

(m) **Accommodations**

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

Grievances concerning all sleeping accommodations shall be promptly investigated by a representative from a Local Union other than the Local Union involved and a representative from a Bureau Member Company other than the Company involved. All immediate inspection shall be made by the aforementioned representatives and recommendations for improvements shall be complied with within ninety (90) days from the date of inspection.

(n) **Transportation in cases of discharge or suspension**

A highway driver suspended or discharged away from s/her home terminal shall receive transportation to s/her home terminal within a period of ten (10) hours from the time of discharge provided he/she is available.

21.6 Day cabs will not be used for trips over 1,000 KM as common practice.

21.7 Hold Over Pay

If a drive is held over at the Company's request for twelve (12) hours he/she shall be paid for all time held over the twelve (12) hours up to a maximum of eight (8) hours in the first twenty (20) hour(s) period from the time the next duty time cycle begins. The same principle shall apply in each succeeding twenty (20) hours.

In addition to the above, the laid-over driver will receive twenty five dollars (\$25.00) for each twenty (20) hour term to offset his/her expenses.

ARTICLE 22: JOB OPENINGS

22.1 a) Annual Job Bids

1) It is agreed between the Company and the Union, that once each year all employees may bid on all highway runs and/or positions within their terminal, providing they have the necessary qualifications and seniority.

2) The Annual Job Bid shall be held annually in the month of March and will be posted for seven (7) **days** commencing on the first Monday of that month. The bid will show the number of openings, starting times, special operations, and highway bid run destinations (No bid run driver will be required to deviate from his/her bid destination). Each employee will be brought into the office in order of seniority to sign the bid, at which time he/she must sign the bid and indicate his/her preference. The transfer of employees will be effected commencing on the first Sunday of the month of April. The results of the Annual Job Bid will be posted for at least seven (7) days prior to the annual change and the local Union office will be given copies when completed. the appropriate shop steward will have the authority to sign on behalf of any employee who is absent at the time

of the Annual Job Bid due to sickness, injury, leave of absence, or vacation.

3) **An** employee bumped out of a position **as** the result of the Annual Job Bid will move to whatever job his/her seniority and qualifications entitle him/her to.

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

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

JOB OPENINGS

When a job opening(s) occurs, such opening(s) will be posted on the bulletin board for seventy-two (72) hours (Saturdays, Sundays, and General Holidays excluded) and all employees shall have the opportunity of bidding on such job opening(s). The senior qualified employee(s) will be awarded the position and will remain on that job until the next Annual Job Bid, or until he/she is able to bid on a new job bid posting which may arise in the interim.

Any driver who does not work five (5) consecutive working days may bump a junior man on a bid run and will remain on that bid until work returns to normal.

The company may cancel a bid upon seven (7) days written notice.

Equipment Openings

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

ARTICLE 23: SUPERVISORS

23.1 Supervisory Personnel

All Supervisors and Foremen shall be excluded from the bargaining unit and where no qualified bargaining unit member is available for work, will not perform any work which falls within the scope of this Agreement. When Supervisors or Foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

ARTICLE 24: PAY PERIOD

24.1 Pay Period Interval

The interval between pay days shall be no longer than two (2) weeks, and in the event that the Company changes from a one (1) week pay period to a two (2) week pay period, one (1) months notice shall be given by the Company.

24.2 Issuance of Pay Cheques Prior to Saturdays or General Holidays

The Company shall issue pay cheques in individual envelopes on Friday. When Friday is a holiday, the cheques will be issued on Thursday.

24.3 Shortages

Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty dollars (\$50.00) will be paid immediately.

ARTICLE 25: HIRED EQUIPMENT

25.1 Definition

The intent and purpose of this clause is to provide help in peak periods when regular employees are not available for work and not to circumvent the hiring of full time employees. When hired equipment is engaged by a Company the following conditions shall apply:

- (a) When hired trucks are required they will not be used

unless all employees available are given the opportunity of commencing work before hired trucks,

- (b) In the event the Company fails to comply with the requirements outlined in Section 25.1 (a), the employees referred to therein will be entitled to payment for the time between the commencement of their shift and that of the hired truck in addition to their regular shift.
- (c) Where a Company and Local Union have mutually agreed to conditions relating to the use of hired trucks different to those outlined above, such conditions will be maintained and cannot be changed unless by mutual consent.
- (d) Dispute Procedure

Where the Local Union feels that there is a violation of the intent in the application of this Article, the Company will meet to discuss the problem with the Local Union. If no amicable solution can be reached, the grievance shall be submitted to the Ontario Joint Grievance Committee as outlined in Section 6.5 (d).

ARTICLE 26: HEALTH & WELFARE

- 26.1 The Company agrees to provide and maintain at no cost to the employees and their dependants, a medical benefit plan which will include the existing Life Group Insurance Plan.
- 26.2 In addition to the above, the Company will reimburse employees and their dependants up to Two hundred Dollars (\$200.00) per person every two (2) years for prescription eye-wear.

ARTICLE 27: GENERAL

27.1 Time Clocks

Any Company which employs in its service five (5) or more people shall have a time clock which shall be accessible to employees. An employee will have access to his/her current time card upon request.

27.2 **Time Off to Vote**

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

27.3 **Ben_____ /**

In the event of a death in the immediate family, (father, mother, spouse, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-children), an employee will be given the necessary time off and will be paid three (3) days' pay (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.

27.4 **Jury Duty Pay**

If an employee is called and is required to serve on jury duty or as a crown witness on his/her normal working day, the Company agrees to pay eight (8) hours pay per day at the regular hourly rate of pay, less the amount of jury duty or crown witness pay received.

27.5 **Personal Injuries**

If an employee meets with an accident after starting **work** incapacitating him/her from carrying out his/her duties, he/she shall be paid one (1) days' pay for the day of his/her injury, (eight (8) hours' pay) providing he/she is not receiving Compensation pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitates the need, and in minor cases the Company shall also supply suitable transportation to the above mentioned services and thence to the employee's residence.

27.6 **Invalids-a Legislation**

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

27.7 **Lunch Rooms and Washrooms**

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

27.8 **Company Meetings**

The Company shall pay the regular hourly rates to all employees compelled to attend Company meetings.

27.9 **Pay Information**

The Company agrees to show on the employees' pay cheque or statement attached thereto, the number of miles and the amount earned by miles, the number of regular hours worked and the amount earned, the number of overtime hours and the amount earned and any amount remitted on the employee's behalf for Pension purposes. If the Company is supplying presently additional information over and above that listed above will continue to do so.

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

Any employee wishing to view an invoice from which his rate was derived by percentage, may do so.

27.10 a) **Lost Time Wages**

The Company agrees to pay the Lost Time Wages of the Union Committee person(s) for contract negotiations.

b) **Pay for Training**

Where the Company requires an employee to take further training, the employee will be paid to a maximum of

eight (8) hours per day, for all time spent in training.

11 Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing, and their pay will be mailed by registered mail to their last known address within twenty-four (24) hours (Saturdays, Sundays and General Holidays excluded) from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following pay day.

27.12 Whenever employees are required by the Company or by an Government agency to by any customer requirements to wear safety shoes or boots, the Company shall supply one (1) pair per year for all employees so required, Such safety shoes or boots shall be of a type and quality, the standard for which shall be set and adhered to by all Companies party to this Agreement. Where employees furnish medical evidence of inability to wear the standard safety shoes or boots, the Company agrees to contribute the equivalent cost of a pair of standard safety shoes or boots towards the cost of special footwear. The maximum amount the Company will contribute to the purchase of safety shoes or boots will be ninety dollars (\$90.00)

27.13 Safety

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

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

27.14 No employee shall be penalized if he/she refuses to work under conditions which make work hazardous or under conditions contrary to applicable safety legislation or regulations, or the Canada Labour Safety Code, whichever is applicable.

(a) In the event that a Safety Committee is required by the applicable Federal or Provincial legislation, the Company will establish such a Committee and pay

participating employees at the regular rate of pay for the time required.

27.15 All power equipment, including equipment hauling containerized equipment, shall have sufficient mud flaps installed if required by law.

27.16 Health & Safety Committee

It is agreed between the Company and the Union that a Health and Safety Committee will be established and it will consist of an equal number of Union and Company personnel (or as required by law).

This committee will have full authority over Health and Safety matters as granted under the Health and Safety Act(s).

The Committee will have authority to dictate Health and Safety Training i.e. what type, when, how often and where to obtain said training.

These meetings and any subsequent training will be done during normal working hours and paid for by the Company at the normal hourly rate of pay for all time spent and any and all fees or expenses related to training.

ARTICLE 28: DURATION

- 28.1 THIS AGREEMENT shall become effective on the 1st day of May, 2002 and shall remain in full force and effect up to and including the 30th day of April 2003 and shall continue automatically thereafter for periods of one (1) year, unless either party notifies the other, in writing, within the period of ninety (90) days before the Agreement ceases to operate and such notice shall indicate the desire of the party to bargain with the view of renewal, with or without modifications, of this Collective Agreement.
- 28.2 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in this Article, unless the parties mutually agree to extend the time for commencement of negotiations.

DATED AT _____, ONTARIO THIS _____ DAY OF _____, 2003

FOR THE COMPANY:

FOR THE UNION:

SCHEDULE "A"

A. REGULAR HOURLY RATES OF PAY

(i) May 1, 2002

Starting rate \$13.50/hr

After six (6) months \$14.00/hr

With one (1) year seniority
or more \$14.50/hr

Highway Drivers

Starting rate \$.35 per dispatched
mile

After six (6) months \$.36 per dispatched
mile

With one (1) year seniority
or more \$.37 per dispatched
mile

~~U.S.A. Drivers~~ \$.37 per dispatched
mile

Highway Drivers loaded entering U.S.A. will receive Ten Dollars (\$10.00) crossing fee.

DZ Drivers

Starting rate \$.32 per mile.

After six (6) months \$.33 per mile

With one (1) year seniority
or more \$.35 per mile

Drivers working within a radius of 100 miles of their home terminal shall be paid at the prevailing hourly rate.

- (ii) Drivers shall receive twenty two per cent (22%) of Company revenue on bulk loads, only exclusive of taxes. i.e. Bulk being loads that are loose or open and that is not packed in bags, boxes etc. commencing May 1, 2002.
- (iii) Drivers will be paid \$0.37¢ per/mile for Canadian runs, \$.037¢ per/mile for U.S. runs.

Drivers with less than three (3) months of driving experience will receive \$.03¢ per/mile less, After the drive has attained the three (3) months driving experience that driver will then go to full rate commencing May 1, 2002.

(iv) i) Drivers will be paid \$14.00 for each drop and pick **up** after the original destination ie; original destination shall be considered the original dispatch of a new trip commencing May 1, 2002. All hourly rate payments for waiting, delays, breakdowns, bereavement, holiday callin, medicals shall be paid at \$14.00 per hour. Highway Drivers required to perform hourly rated work shall be paid Fourteen Dollars (\$14.00) per hour **as** per Company policy.

(v) Mileages will be based on the P.C. Miler Practical Route.

(vi) Drivers will be paid one hundred dollars (\$100.00) per year of seniority on the anniversary of their seniority date up to a maximum of five hundred dollars (\$500.00).

SCHEDULE "B"

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after the employee has completed eighteen (18) months from the date of his/her last infraction without a further breach.

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

Any employee requested to sign for the receipt of an incident report may be accompanied by a Steward.

All penalties and reprimands must be issued to the employees within seventy-two (72) hours from the time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

1. PASSENGERS

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

2. ACCIDENTS

- (a) Accidents for which the employee is at fault or for

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

- (b) Suspension for the investigation of an accident shall not exceed five (5) days (Saturday, Sunday and General Holidays excluded). Employees shall be paid for all lost time during said investigation period should it be found that they were not at fault.
- (c) Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the employee being subject to **DISMISSAL**.
- (d) Employees involved in accidents will be notified by the Company whether the accident was chargeable, or a non-chargeable accident, within thirty (30) days after the last day of the month in which the incident occurred.

3. **EQUIPMENT**

All references to time off mean time off without pay.

- (a) Tampering with tachograph, governor or other safety devices:
 - 1st offense 1 week off
 - 2nd offense Subject to **DISMISSAL**,
- (b) Failure to ensure that power equipment is properly serviced for gasoline, oil and water and that all tire pressures are checked before leaving the terminal where required by the Company:
 - 1st offense up to 1 day off
 - 2nd offense 3 days off
 - Subsequent
Offenses Subject to **DISMISSAL**
- (c) Failure to properly tarp cargo and equipment:

1st offense up to 1 day off
2nd offense 3 days off
Subsequent
Offenses Subject to DISMISSAL

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

1st offense 1 day off
2nd offense 3 days off
Subsequent
Offenses Subject to DISMISSAL

- (e) Unauthorized use of Company motor vehicles:

1st offense Reprimand to 3 days off
2nd offense Subject to DISMISSAL

- (f) Failure to ensure that units are properly hooked up and locking devices engaged and trailer support fully raised:

1st offense Up to 1 week off
Subsequent
Offenses Additional time off to DISMISSAL

- (g) Unauthorized repairs or alterations to Company equipment:

1st offense Warning
2nd offense Reprimand
3rd offense 1 day off
4th offense Subject to dismissal

4. CONDUCT & BEHAVIOUR

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

1st offense Subject to DISMISSAL

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

1st offense Reprimand to 1 week off
2nd offense Subject to Dismissal

- (c) Theft or wilful damage:

1st offense Subject to DISMISSAL

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

1st offense Reprimand
2nd offense 1 day off
3rd offense 3 days off
Subsequent
Offenses Subject to DISMISSAL

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

1st offense Subject to DISMISSAL

- (f) Discourtesy to a customer (subject to investigation):

1st offense Reprimand to 3 days off
2nd offense 1 week off
3rd offense Subject to DISMISSAL

- (g) Failure to load and unload properly or mishandling
freight:

1st offense Reprimand
2nd offense 3 days off
3rd offense Subject to DISMISSAL

- (h) Failure to move correct trailer to destination, loss of
miles and hours necessary to return trailer to
destination.

5. **REPORTS**

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

1st offense Subject to DISMISSAL

- (b) Failure to properly complete and submit required Company
records, documentation and tachograph charts:

1st offense Verbal warning
2nd offense Written reprimand
3rd offense 1 day off
4th offense 3 days off

5th offense Subject to dismissal

6. DRIVING BEHAVIOUR

(a) Driving at speeds in excess of Government posted speed limits, but not to exceed sixty (60) miles per hour:

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

7. ATTENDANCE

(a) Failure to notify the Company not less than one (1) hour before regular starting time when unable to report for duty with a reasonable explanation:

1st offense	Reprimand
2nd offense	Reprimand
3rd offense	Subject to DISMISSAL

(b) Reporting late for work without reasonable explanation:

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

(c) Reporting late for scheduled appointment times without reasonable explanation:

1st offense	Warning
2nd offense	Reprimand
3rd offense	3 days off
4th offense	Subject to dismissal

I M P O R T A N T N O T E :

If you leave the employ of the Company, contact your Local Union either in person, or by mail, for a WITHDRAWAL CARD.

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

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

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

Upon your return to work, give your withdrawal card to your Steward, along with payment of the current months' dues.

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

A L W A Y S

- 1) ATTEND YOUR UNION MEETINGS
- 2) Help new employees become acquainted with the agreement.
- 3) If you leave the employ of the Company, contact

your Local Union office for a withdrawal card.

4) If you leave the employ *of* the Company or are laid off, register with the Local Union Office so that we may help you to find employment elsewhere.

" B E A G O O D U N I O N M E M B E R "

- | | | |
|--|------------------------|-----------------------------|
| | 1st offense | up to 1 day off |
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Offenses | Subject to DISMISSAL |
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- | | | |
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- | | | |
|--|-------------|----------------------|
| | 1st offense | Warning |
| | 2nd offense | Reprimand |
| | 3rd offense | 1 day off |
| | 4th offense | Subject to dismissal |

4. CONDUCT & BEHAVIOUR

- (a) Consuming intoxicants or illegal stimulants while on duty or on the Company's property:
- | | | |
|--|-------------|-----------------------------|
| | 1st offense | Subject to DISMISSAL |
|--|-------------|-----------------------------|
- (b) Reporting for duty while under the influence of an intoxicant or an illegal stimulant:
- | | | |
|--|-------------|-------------------------|
| | 1st offense | Reprimand to 1 week off |
| | 2nd offense | Subject to Dismissal |
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1st offense Subject to **DISMISSAL**

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