

140-employees

COLLECTIVE AGREEMENT

(DRIVERS/DOCKMEN)

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

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ARTICLE I - PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

The Company does hereby recognize the Union as the exclusive bargaining agent for certain employees employed by the Company at all Company terminals within the jurisdiction of Local **938**. The Company and the Union agree that Teamsters Local Union **938** will have the sole bargaining rights within a seventy-five (75) mile radius of Metropolitan Toronto.

Section 1.2 - Scope of Bargaining Unit

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

Section 1.3 - Effective Date

It is further agreed that the effective date of this Collective Agreement shall be October **1 2003** and that the term shall be from this date to September **30, 2008**.

Section 1.4 - Intent and Purpose

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment which will render justice to all. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and to foster goodwill and friendly relations and better understanding between the parties.

ARTICLE 2 - UNION AUTHORITY

Section 2.1 - Maintenance of Membership

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

Section 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of 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 2.3 - Initiation Fee Deductions

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

Section 2.4(a) - Monthly Deductions of Union Dues

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

Section 2.4 (b) - Deduction of Arrears Items

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

Section 2.4 (c) - Checkoff Lists

The Union checkoff form may be:

- (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 month's checkoff sheet for whom a remittance is not made for any reason.

Section 2.4(d) - Forms To be Signed by New Employees

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

Section 2.4(e) - Scope of Union Dues Deductions

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

Section 2.4(f) - Submission of 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.

Section 2.4(g) - T4 Slips

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

Section 2.4(h)

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

ARTICLE 3 - MANAGEMENT FUNCTIONS

Section 3.1 - Management Functions

The Union recognizes that the Company has the right to manage the business, to

exercise all 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 2 - Rights of Employees

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

ARTICLE 4 - DISCRIMINATION

Section 4.1 - Canadian Charter of Rights and Freedoms

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

Section 4.2 - Right of Access for Union Representatives

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

ARTICLE 5 - STEWARDS

Section 5.1 - Right of Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint one (1) steward for highway drivers and one (1) steward for city employees and, if the operations are such as cannot be covered by these stewards, additional stewards may be appointed.

Section 5.2(a) - Pay for Processing Grievances During Working Hours

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

Section 5.2(b) - Pay for Processing Grievances After Working Hours

If the Company representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid at his 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.

Section 5.2(c) - L in Payment of Steward

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

Article 5.2(d) - Steward Duties

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

Section 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.

Section 5.4 - Suspension or Discharge of Steward

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

Section 5.5 - Steward's Seniority For Work

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

Section 5.6 - Access to Trip Reports, etc.

For the purpose of processing specific grievances or disputes, Business Representatives and stewards shall have relevant trip sheets, time cards and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within three (3) working days.

Section 5.7

The Company will allow Shop Stewards two (2) days off per year with pay for Union Educational purposes.

ART 6 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 - What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration.

Section 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:

Section 6.2(a) - Step 1 - Department Manager or designate

By a conference between the aggrieved employee and the Department 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 & 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, R.R.S.P, 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 8. The grievor shall be accompanied by a Union steward and, if deemed necessary, he shall also be accompanied by a Business Representative of the Union.

Section 6.2(b) - Step 2 - Department Manager or Designate

Failing settlement at the above step, the Department Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the Operations Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The Operations Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

Section 6.2(c) - Step 3

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

Section 6.3 - Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the Operations Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to Arbitration as outlined in Article 6.

Section 6.4 - Discharge and Suspension Grievances

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

Section 6.5 - Procedure for it

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

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

- 3) a Union grievance within fourteen (14) calendar days after the meeting with the Company's representative.
- 4) should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a single Arbitrator. 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 by the Local Unions. 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 Single Arbitrator established under the following provisions. The Joint Grievance Committee shall be comprised of four (4) persons, two (2) of whom shall be selected from Management and two (2) from the Local Unions.

A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's proposed Arbitrator. Within seven (7) calendar days from the receipt of such notice of intent to arbitrate, the other party must either agree with the proposed Arbitrator or propose an alternative Arbitrator. If the parties fail to agree on the choice of an Arbitrator within a reasonable period of time, either party may request the Provincial or Federal Minister of Labour to appoint a single arbitrator.

- 5) all time limits as specified herein for the Grievance or Arbitration procedures may be extended, but only by mutual agreement confirmed in writing.

Section 6.6 - Extension of Time Limits

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

Section 6.7 - Powers of the Arbitrator

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

Section 6.8 - Expenses of Arbitrator

The parties will equally bear the fees and the expenses of the Arbitrator.

Section 6.9 - Responsibility for Payment

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

Section 6.10 - Payment of Settled Monetary Grievance

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

**Section 6.11 - Right of Employee to be Accompanied
by a Union Official**

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

**Section 6.12 - Right of Union When Grievances
are Settled or Withdrawn**

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

ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES

Section 7.1 - Strikes and Lockouts

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

Section 7.2 - Picket Lines

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

Section 7.3

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

Section 7.4

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

Section 7.5

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

ARTICLE 8 - SENIORITY

Section 8.1 - Terminal Seniority

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll except as outlined in Article 9. It is further agreed that the Maintenance Department's seniority and **Supervisor/Administration** seniority shall be separate and not interchangeable with any other department within the terminal.

Section 8.2 - Purpose of Seniority

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

Section 8.2 (a)

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

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

Section 8.2 (b) - Test to Determine Qualifications

In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given a test to perform the work in question to determine if he is qualified. All qualification tests to be observed by a qualified Union Steward.

Section 8.2 (c) - Definition and Regulations for Layoff

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

Section 8.2 (d) - Temporary Nature of Move

Such moves shall be considered temporary and lasting only until such time as the work force requirements for the foreseeable future are returned to normal.

Any employee who exercises his seniority as provided for in Section 8.2 (c), who **subsequently** returns to his original department may, during the remaining term of the annual job bid, be permitted to exercise his seniority after any further period of one (1) day of no work.

Section 8.2 (e) - Continued Loss of Work

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

Section 8.2 (f) - Retention of Terminal Seniority During Layoff

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

Section 8.3 - 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 the names, addresses and social insurance numbers of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

Section 8.4 - Probationary Period

Employees shall be considered probationary until placed on the seniority list.

Once an employee has exceeded eight (8) hours in any one (1) work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for thirty (30) calendar days, during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the thirtieth (30th) calendar day, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his probationary period.

Section 8.5 - Retention of Seniority After Promotion

Employees promoted to 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 he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

Section 8. - Reasons for Termination of Employment

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

- a) if an employee voluntarily quits;
- b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- d) if he takes employment other than that declared and agreed upon when applying for 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 without a reasonable explanation;

- f) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months.
- 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 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. However, in the event an employee has an immediate family member with a medical emergency, he will be granted a leave of absence upon request.

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

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. The employee shall notify the Company when he is able to return to work.

Section 8.9 - Political Office

Any employee who is elected to a full time Municipal, Provincial or Federal government office shall be granted a leave of absence in order to allow him to fulfil his elected duties.

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

Section 9.1 - Complete Closure

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

Where a closure is 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 layoff or pay in lieu thereof.

Section 9.2 - Procedure for Partial Closure

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

- a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the department of the terminal from which the work is being moved;
- b) failing agreement under Section 9.2 (a), employees affected in the department shall have an 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 and as a result, anyone in that terminal is subject to layoff then if work is available in the terminal to which the work is being moved, the available vacancies shall be posted for bid and such vacancies shall only be opened to those qualified employees subject to layoff
- c) it must be clearly established that there is a movement of work in order for the above provisions to apply;
- d) any employee who is laid off as a result of the partial closure will be given thirty (30) days notice of such layoff or pay in lieu thereof;
- e) any dispute arising under the above Sections shall be immediately referred to Arbitration as outlined in Article 6.

Section 9.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 9.1 or 9.2 will retain their seniority at the terminal from which they have moved and, in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months but within **thirty-six (36)** months from the date of their original move, such employees may elect to remain at their existing location or return to their original terminal.

Section 9.4 - Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Sections 9.1 or 9.2 for a period of

three (3) months from the date of the move or until the date of the next annual job bid whichever comes first.

**Section 9.5 - Dovetailing of Seniority
for Employees Moving**

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

Section 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

Section 10.1 - Mergers

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 of the purchased Company will be entailed 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 entailed active seniority list, and such employees will remain on the active seniority list for the purpose of recall.

Section 10.2

If the Company is acquired by way of purchase 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.

Section 10.3

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

Section 10.4 – Severance Pay

Three (3) days per year of service (other than just cause).

ARTICLE 11 - : OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

**Section 11.1 - Leave of Absence for Employees to
Work with the Teamsters Union**

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

ARTICLE 12 - EQUIPMENT

Section 12.1 (a) – Company Equipment Safety

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

Section 12.1 (b) - Duty of Employees to Report D

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

**Section 12.1 (c) - Duty of Company to Maintain
Company Equipment in a Safe Condition**

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

Section 12.1 () - Responsibility of Company to Maintain Company Equipment

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

Section 12.1 (e) - : of Compai to etermini Condition of Equipment

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

Section 12.1 (f) - Right of Employee 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.

Section 12.2 - Responsibility of Drivers for Damage
While Pushing or Towing Vehicle

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

Section 12.3 - Equipment on Power Units

- a) It is agreed between the Union and the Company having regard for safety and the driver's health factor, that all power units will have adequate heaters, windshield wipers and washers and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alterations to retain adequate heat. 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 October 1, 1968 shall be equipped with west coast mirrors.
- b) all new city and highway tractors will have hand braking control valves installed at time of delivery.

Section 12.4 - meters

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

Section 12.5 - Bad Order Forms

It is agreed that bad order forms shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one can be held available for the driver and 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 that Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the Maintenance Department along with the bad order report. No 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 Company equipment in order to show the work has been completed.

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

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

Section 12.7 - Braking Systems

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

Section 12.8

The Company agrees that all equipment will be checked for exterior damage before leaving the yard and as soon as same equipment is returned to the yard.

Section 12.9

In the 2nd pay period in October, the Company agrees to pay a bonus of two hundred dollars (\$200.00), by separate cheque, annually to each employee that has had no lost time due to injury.

ARTICLE 13 - MEDICAL EXAMINATIONS

Section 13.1 - Provisions for Medicals

Any medical examination required by the Company and/or any Government legislation for the purpose of maintaining a driver's 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 they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 13.2

When a medical examination is required by the Company or any Government legislation the following conditions shall apply:

on 13.2 (a) - Payment for Medicals Taken During Working Hours

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

Section 13.2 (b) - Payment for Medicals Taken After Working Hours

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

Section 13.2 (c) - Report of Medicals

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

Section 13.2 (d) - Medicals on Saturday

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

Section 13.2 (e) - 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 community, he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

Section 13.2 (f) - Medical Requirements for Drivers

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

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

Section 13.2 (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 14 - UNIFORMS

Section 14.1 - Uniforms as a Condition of Employment

The Company agrees that if an employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and

maintained by the Company, **free of charge**, at the standard required by the Company. No employee shall be required to wear a uniform that does not bear the Union label. Before employees are requested to wear a uniform by the Company, the Union shall be consulted as to the type and standard.

Section 14.2 - Pooling Arrangements for Uniforms

It is further provided that voluntary pooling arrangements for the purchase of or rental of uniforms shall not come within the scope of this Agreement.

ARTICLE 15 - EXTRA CONTRACT AGREEMENTS

Section 15.1 - Extra Contract Agreements

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

ARTICLE 16 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 16.1 - Establishment of Rates for New Types of Equipment or New Categories of Work

When new types of equipment or categories of work, for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration 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.

Section 16.2

In the event that the Company establishes a Highway Department all the highway provisions and pay rates in the **M.T.I.R.B.** General Freight Agreement will apply to this Collective Agreement unless otherwise mutually agreed.

ARTICLE 17 - BULLETIN BOARDS

Section 17.1 - Bulletin Boards

The Company will supply a Bulletin Board enclosed with glass for Union postings and Union Stewards and Business Representatives will have keys.

ARTICLE 18 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT

Section 18.1 - Loss or Damage to Cargo or Equipment

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

ARTICLE 19 - GENERAL HOLIDAYS

Section 19.1 - General Holidays

The following General Holidays will be observed:

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

Section 19.2 - Alternate Day

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

Section 19.3 - Pay for General Holidays

All hourly rated employees shall be paid eight (8) hours pay at the regular hourly rate for the above-mentioned holidays, 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) 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 19.4 - General Holidays for Day Shift Employees

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

Section . - General I for Night Shift

All night shift employees shall enjoy General Holidays in line with the following conditions:

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

Section 19.6 - Holidays During Annual Vacation

Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay. It shall be the employee's choice whether he takes the day off the following week and will notify the company prior to taking vacation.

Section 19.7 - Floating Holidays

Each regular employee will be granted one (1) floating holiday for their birthday in accordance with Section 19.3 of this Agreement.

ARTICLE 20 - VACATIONS WITH PAY

Section 20.1 - Vacation Pay for Employees with Less Than One (1) Year's Employment

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

Section 20.2 - Vacation for Employees with One (1) Year of Employment

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

Section 20.3 - Vacation for Employees With Three (3) Years' Employment

Employees who have completed three (3) 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 three (3) years of employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his third (3rd) anniversary date of employment.

Section 20.4 - Vacation for Employees With Eight (8) Years Employment

Employees who have completed eight (8) 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 eight (8) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his eighth (8th) anniversary date of employment.

Section 20.5 - Vacation for Employees With

Ten (10) Years Employment

Employees who have completed ten (10) 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 ten (10) years' employment when taking his vacation the pay for the fifth (5th) week shall be delayed until his tenth (10th) anniversary date of employment.

Section 20.5 (a) - Vacation for Employees With Twenty (20) Years of Employment

Employees who have completed twenty (20) years of employment by November 30th in any year shall receive six (6) weeks' vacation with pay; however, if an employee has not completed his twenty (20) years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twentieth (20th) anniversary date of employment.

Section 20.6 - Amount of Vacation Pay

Vacation pay for those enjoying two (2) weeks' vacation, three (3) weeks' vacation, four (4) weeks' vacation, five (5) weeks' vacation and six (6) weeks' vacation with pay annually shall be calculated at four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) and twelve per centum (12%) respectively of their total earnings for the year previous to their vacation.

Section 20.7 - Vacation Pay for Employees Terminating Employment

Employees who have qualified for two (2), three (3), four (4) five (5) or six (6) weeks' vacation and who sever or have severed their employment after they have become qualified for two (2), three (3), four (4), five (5) or six (6) weeks' vacation as the case may be shall receive at the date of the severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) or twelve per centum (12%) respectively of their earnings since the termination of their last computed vacation pay.

Section 20 - Vacation pay for Regular Employees on Short Time

Vacation pay will be computed at the rate of two per centum (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours' pay per week of vacation provided he has worked fifty per centum (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness or Workers' Compensation and shall not apply to employees who sever

or have their employment severed.

In the event an employee who has not worked **fifty** per cent (50%) of the time (days) he shall not be compelled to take full vacation. He may take vacation time to match his accrual of the previous year. It shall be at the employee's discretion. Time served will be rounded off to the next full week.

Section 20.9 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August and September shall be allowed to do so. It shall not be mandatory, however, for employees to take vacations during this period.

Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year and will continue to be on display at all times in the time clock area.

Summer vacation period shall be June, July, August and September inclusive and the company will allow a minimum of 17% of the driving workforce and 20% of the dock workforce to be off on vacation.

- a) Employees qualified for more than three (3) weeks' vacation will be restricted to three (3) weeks' during the recognized summer vacation period.
- b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called into work.
- e) The Company will supply on June 1st to all employees a listing of vacation pay entitlements.
- f) Vacation pay will be paid for matching vacation time.
- g) In the second pay period of July, at the employees request, all outstanding vacation monies will be paid out as one lump sum.

Employees interested must make this request within Fourteen (14) days.

after receiving the vacation pay entitlement listing which will be provided by June 1st of each year.

h) Employees will be allowed to take five (5) floating vacation days providing:

Floating vacation days could not be taken when the maximum number of employees are booked off on vacation;

Floating vacation days could not be taken on Fridays;

The Company must have a minimum of twenty-four (24) hours' notice;

Days will be given on a first come, first serve basis, regardless of seniority;

Employees cannot take more than two (2) consecutive floating days off

Taking a floating vacation day will not trigger a vacation lump sum payout as outlined in Section 20.9 (g).

Article 10 - Separate Cheque for Vacation Pay

All monies paid for vacation shall be paid by separate cheque.

Section 20.11

Vacation pay entitlement will be shown on pay stubs.

ARTICLE 21 - ALLOCATION AND HOURS OF WORK, CITY DRIVING DEP. AND DOCK DEI

Section 21.1 - Allocation of Work

The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications, and where qualifications are relatively equal, seniority shall be the determining factor.

Section 21.2 (a) - Special Operations or Bid Runs Within the City Department

Employees shall be allowed to bid and qualify for runs designated as peddle runs or special operations, in conjunction with the annual departmental job bid. Upon written request from the Local Union, the conditions governing such peddle runs or special operations will be reduced to writing and will not be inconsistent with the terms and conditions of this Agreement. However, if a special run or bid is cancelled or suspended, the employee will move wherever his seniority entitles him with no loss of time.

Section 21.2 (b) - Bidding on Starting Times // ift

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

Section 21.2 (b) (1)

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

Section 21.2 (c) - Preference for First Five (5) Days

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

- 1) the work week may commence on Sunday;
- 2) all work performed after 8:00 am. 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.

Section 21 (d) - Coffee Breaks

All hourly rated employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half shift.

When an employee is specifically requested to work overtime, he will be given a coffee break not to exceed fifteen (15) minutes without loss of pay before such overtime commences. This provision does not apply to City Pick-Up and Delivery drivers who are returning to the Company terminal after completing their regular tour of duty even though they may be returning under overtime conditions.

Section 21.2 (i) - Regular Shift

The Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of his previous shift. All hours worked by an employee prior to his regular starting time will be paid for at the rate of time and one-half (1 1/2) the

regular rate of pay.

Any employee called in prior to his posted start time is expected to complete his regular shift.

Section 21.2 (e) (1) - Notice of Layoff

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

Section 21.2 (f) - Lunch Hour

Employees shall not take more than half (1/2) continuous hour for meals and the meal period shall be between the fourth (4th) and sixth (6th) hours.

Section 21.3 (a) - Normal Work Day

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours. All hours worked at the hourly rate in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Section 21.3 (b) - Overtime Work

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

- 1) to the senior available employee on duty who is willing to perform such work;
- 2) when no one is available under (1) or in the event additional personnel are required, the senior employee(s) on the next shift who is (are) willing to perform such work.

Section 21.3 (c) - Call-In Guarantee

Employees covered by this Agreement called in for work shall be guaranteed not less than eight (8) hours' pay at the regular rate of pay. On Saturday, the guarantee shall be four (4) hours at time and one-half (1 1/2) the regular rate.

Section 21.3 (d) - Call-Back Guarantee

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 employees' regular rate of pay. There shall be a minimum call-back guarantee of

four (4) hours' pay at time and one-half (~~1 112~~) the regular rate.

A call-back will be defined as any call to work that is not in concert with Section 21.2 (e) or Section 30.1 (b) and does not include those employees whose shifts are changed as agreed to in Article 30 or in Section 28.1 (c), paragraph 2.

Section 21.3 (e) - Overtime in a Holiday Week

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays as outlined in Section 19.3. All time paid for employees called in on a General Holiday shall be paid at one and one-half (~~1 112~~) times the regular rate but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 21.3 (f) - Allocation of Saturday Work

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

ARTICLE 22 ATION AND UR OF WORK, HIGHWAY OPERATIONS

Section 22.1 - City Pick-up and Delivery Operations

In order to prevent intermingling of highway operations with the city pick-up and delivery operations, no highway drivers will be allowed to pick-up or deliver freight within a radius established by mutual agreement between the Company and the Local Union involved, and reduced to writing and signed by the parties.

The Company shall not utilize highway drivers to drop and/or pick-up loads and/or empties within the City Department's jurisdiction unless otherwise mutually agreed between the Company and the Union. This clause shall not prevent the continuation of operations in existence provided they are operated in the same manner as they have been in the past.

ARTICLE 23 -ANNUAL JOB BIDS

Section 23.1

It is agreed between the Company and the Union that once each year all employees in the Highway, City and Dock Departments may bid to transfer to other departments within their own terminal providing they have the necessary qualifications and seniority.

Section 23.2

The bid shall be held annually In the month of March and will be posted for seven (7) days commencing on the first Monday of that month. The bid will show the number of departmental **openings**, shift starting times, special operations and highway bid runs. Each employee will be brought into the office in order of **seniority** to sign the bid at which time he must indicate his preference. The transfer of employees will be effected commencing on the first (1st) Sunday of the month of April. The results of the job bid will be posted for at least seven (7) days prior to the annual change and the Local Union's area office concerned will be given copies when completed. The appropriate Shop Steward will have the authority to sign on behalf of any employee who is absent at the time of the annual job bid due to sickness, injury, leave of absence or vacation.

Section 23.3

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

Section 23.4

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

Section 23.5

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

Section 23.6

Employees who have lost their driver's licence at the time or prior to the time of the Annual Job Bid and desire to bid into the City Driving Department will be permitted to do so in accordance with their seniority assuming that they bid for the position when they regain their driver's licence. They will not however, be permitted to enjoy seniority in any other department unless the said employee loses his licence due to a bona fide medical reason.

Section 23.7

No driver(s) will be allowed to finish their shift on the dock.

ARTICLE 24 - JOB OPENINGS

Section 24.1 - Equipment Openings

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

1 24.2 (a) - Job Openings

When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the bulletin board for seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their departmental seniority. The senior qualified employee(s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

ii 24.2 (b)

The Company agrees to replace the afternoon shuntmen when they are off for any reason.

Section 24.3 - Seniority

An employee who transfers from one (1) department to another between bids shall be placed at the bottom of the departmental seniority list for work preference only. At the next annual job bid he may exercise his terminal seniority for all purposes. However, terminal seniority shall be used in the event of a layoff.

CLE 25 - SUPERVISORS

Section 25.1 - Supervisory Personnel

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

ARTICLE 26 - PAY PERIOD

Section 26.1 - 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, three (3) clear months' notice shall be given by the Company. Advances shall be made to employees upon request to assist during the adjustment period and such adjustment period shall not exceed three (3) months. All exchange costs on cheques to be paid for by the Company. At the time that an employee receives his pay cheque, the Company shall not retain possession of more than one (1) week's accrued wages except by agreement of the employees expressed, if necessary, by a majority vote of the employees affected.

Section 26.2 - Issuance of Pay Cheques, etc.

The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday.

Section 26.3 - Pay for Night Shift Employees

Night shift workers will receive their pay cheques prior to the completion of their last scheduled shift and in accordance with Section 26.2. This shall mean they will receive their pay cheques no later than the end of their shift which commences on Thursday. In a week where a General Holiday falls on a Friday, they will receive their pay cheques no later than the end of their shift which commences on Wednesday.

Section 26.4 - 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 27 - STUDENTS

Section 27.1

Bona fide students may be hired on a full time basis for the summer months, May 1st to September 30th, and shall receive an hourly rate of pay as specified by Appendix "A" (1) of this Collective Agreement. They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of this Agreement shall apply. They shall not interfere with seniority rights and job conditions of full time employees. The Company shall indicate on the checkoff if such employee is a student. Students will be required to complete a training course, and qualify, prior to operating towmoters.

ARTICLE 28 - PART TIME HELP

Section 28.1 - Definition

Part-time help shall be defined as persons who are employed by the Company to supplement the normal work force and they shall perform such work on terminal premises only.

Part time workers will have access to the grievance procedure.

The Company agrees that where it is necessary to use part-time help the following conditions shall apply:

Section 1 (a) - Deduction of Dues

The Company shall deduct from all part-time help from their first pay and each month thereafter an amount equal to the Union dues and such monies shall be forwarded to the Local Union as outlined in Article 2 together with a list which shall show the names of persons for which the dues are remitted and the number of hours worked by such persons on an individual basis and the Company shall indicate on the checkoff form that such employee is a part-time employee.

Section 28.1 (b) - Conditions

Where the hours worked by part-time help exceed five (5) hours in any one (1) day or twenty (20) hours in any one (1) week, the Company will, upon receipt of a grievance(s), pay to the senior employee(s) who files such grievance(s), who would have been available to perform such work, an amount equal to the time worked by the part-time employees in excess of the daily or weekly limitation.

It is further agreed that the Company shall be allowed a maximum of fifteen per centum (15%) of the number of dock employees as part-time help in accordance with the above clause.

Where the hours of work of a part-time person exceed twenty (20) hours in any one (1) week, such person shall be considered a probationary employee and the conditions of this Agreement shall then apply.

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

Part-timers can only work between the hours of 4 p.m. and 12 p.m. No overlapping shifts. All part-timers must start at the same time.

Section 28.1 (c) (1) - Laid off Regular Employees

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

Section 28.1 (c) (2)

Prior to part-time help being used, regular employees will be given the opportunity to do such work.

All "on duty" employees will be given the opportunity to do such work and then it shall be offered to employees on the next available shift(s) up to and including midnight.

Section 28.1 (d) - Hiring of New or Additional Part-time Employees

The Company agrees that where new or additional part-time help is required, the Company will contact the Local Union. In the event the Local Union is unable to supply qualified persons, the Company shall obtain such help from any available source.

Section 28.1 (e) - Rates of Pay

Part-time help exclusive of laid off regular employees shall be paid in accordance with the Rates of Pay as set out in Appendix "A(4)". *

Section 28.1 (f) - Preference of Regular Employees

Part-time help shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.

Section 28.1 (g) - Part-time Employees not to Deprive Hiring of Regular Employees

Where the Local Union establishes that part-time help is being used where a regular employee could be gainfully employed, the Company shall replace part-time people with one or more regular probationary employees.

Section 28.1 (h) - Disputes

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

Section 28.1 (i) - Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Shop Stewards to be supplied, once a week, with a list of part-time employees and the number of hours worked by such persons on an individual basis.

Section 28.1 (j)

The Company shall supply the Local Union(s) with a list of all part-time employees on a monthly basis.

Section 28.2

Part-time help will be required to complete a training course, and qualify, prior to operating tow motors.

ARTICLE 29 - CASUAL HELP

S 29.1 - Definition

CASUAL HELP shall be defined as persons who are employed by the Company to supplement the normal work force and their work will be performed in the CITY driving Department or to fill the vacancy created by a city driver(s) who is absent from work for any reason, and shall perform the normal duties of a city driver(s).

Where casual help is employed by the Company the following conditions shall apply.

Section 29.1 (a) Conditions for Use of Supplement Casual Help

No regular employee shall be deprived of his normal hours of work through the use of casual help. Laid off employees shall be given the first opportunity to perform casual work and they shall be entitled to the regular call-in guarantee of eight (8) hours.

Section 29.1 (b) Local Union Preference

After the conditions outlined in Section 29.1 (a) are satisfied, the Local Union will be first contacted in order that they may be given the opportunity to provide the necessary casual workers.

Section 29.1 (c)

Not until the conditions outlined in Sections 29.1 (a) and (b) are satisfied will the

Company be permitted to engage casual help from any other source.

When a casual person is used more than eight (8) hours in any week he shall then become a regular probationary employee or be replaced by a regular probationary employee.

Section 29.1 (d)

Notwithstanding the provisions of Section 29.1(c), where casual help is engaged from any other source, such help will be replaced upon adequate prior notification by the Local Union that they are in a position to meet Company requirements in this area.

Where the hours worked by casual help exceed eight (8) hours in any one (1) week the Company will, upon receipt of a grievance(s), pay to the senior employee(s), who files such grievance(s) who would have been available to perform such work, an amount equal to the time worked by the casual employees in excess of the daily or weekly limitation.

Section 29.1 (e) Deduction of Dues

The Company shall deduct from all casual employees from their first pay and each month thereafter an amount equal to the Union's monthly dues, and such monies shall be forwarded to the appropriate Local Union as outlined in Article 2 and the Company shall indicate on the checkoff form that such employee is a casual employee.

Section 29.1 (e) (1)

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 29 will apply.

Section 29.1 (f)

All casuals shall be required to punch a time card. Time cards will be placed in card rack and the name of the employee the casual is replacing will be noted on the time card for each day the casual works.

Section 29.1 (g)

Casual help, excluding a laid off regular employee, shall be paid in accordance with the Rates of Pay as set out in Appendix "A" (1) but are not otherwise covered by this Agreement.

Section 29. (h) Conditions for Replacement Casual Help

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

Section **29.1 (i) - City Driver Preference**

No casual will be allowed to commence work in the city ahead of any available city driver who has a regular starting time of **12:30 p.m.** or prior, unless such city driver has been given the opportunity to commence work at the same time as the casual.

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

Section **29.1 (j) Prolonged Absence**

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

- (a) the Company may utilize a casual to replace such absent city driver to a maximum of five (5) consecutive working days following the date of notification;
- (b) regular qualified employees of the Company will be given the first opportunity as of the first weekend to fill the vacancy or any subsequent vacancies created by such absent city driver;
- (c) after that, the Company must hire a regular employee in accordance with Section **9.4** of this Agreement
- (d) the Company will repost on a monthly basis

tlc Section **29.1 (k) Vacation Replacement**

Notwithstanding Section **29.1 (j)** above, casuals may be used to fill the vacancy(**ies**) created by regular city drivers who are on vacation providing qualified regular employees are given the first opportunity to **fill** the vacancy(**ies**) in accordance with seniority.

Section **29.1 (l) Limitations**

If as a result of a casual working in excess of eight (8) hours in any one (**l**) day, a regular city driver, who was on duty and in position to perform the work, ~~is~~ deprived of an overtime dispatch, then the Company will, upon receipt of a

grievance pay to the senior such driver who files such grievance who was available to accept such overtime dispatch, an amount equal to the overtime pay for the hours worked by the casual in excess of eight (8) hours on such dispatch less the overtime hours worked by such driver.

Section 29.1 (m) Laid Off Regular Employees

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

Section 29.1 (n) Local Union Preference

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

Section 29.1 (o) Rates of Pay

A casual, exceeding a laid off regular employee, shall receive an hourly rate of pay of **\$1.50** per hour less than the appropriate hourly rate as set out in Appendix "A" (3) and will have access to the grievance procedure.

Section 29.1 (p) Deduction of Dues

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

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 the conditions in Article 29.1 (e) will apply.

Section 29.1 (q) Amendments

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

ARTICLE 30 - CITY EQUIPMENT

Section 30.1 - Definition

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

Section 30.1 (a) - Rules

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

Section 30.1 (b)

When hired trucks are required in conformity with the above condition, they will not be used prior to **12:30 p.m.** unless all employees on shifts starting at **12:30 p.m.** or before are given the opportunity of commencing work before hired trucks.

Section 30.1 (c)

In the event the Company fails to comply with the requirements outlined in Article 8, the employees referred to therein will be entitled to payment for the time between the commencement of their shift and that of the hired truck, in addition to their regular shift.

Section 30.1 (d)

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.

Section 30.1 (e) - Disputes Procedure

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

ART : 31 - BROKER OPERATIONS (DEPENDENT CONTRACTORS)

Section 31.1

The Union agrees that the Company may have dependent contractors as part of the driving department at the Woodbridge Terminal. (See Letter of Agreement)

ARTICLE 32 - HEALTH AND WELFARE

Section 32.1 - O.H.I.P.

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

- a) have been in the employ of the Company for 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;
- d) have not been absent from work due to Workers' Compensation for a period longer than twelve (12) months.

Section 32.2 - Health and Welfare Plan

The Company shall contribute four hundred and seventy-five (**\$475.00**) dollars per month for each employee covered by this Agreement (unless otherwise specified) to the Local Union Health and Welfare Plan during year one (1st) upon ratification. Increases as follows:

Year 2	October 1, 2004	(2%)	\$484.50
Year 3	October 1, 2005	(2%)	\$494.19
Year 4	October 1, 2006	(3%)	\$509.02
Year 5	October 1, 2007	(3%)	\$524.29

To be eligible for payment an employee must have completed their probationary period 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.

Employees hired before ratification date (July 17, 2004)

The Company shall contribute two hundred and sixty (**\$260.00**) dollars per month for each employee covered by this Agreement (unless otherwise specified) to the Local Union Health and Welfare Plan during year one (1st) upon ratification. Increases as follows:

Year 2	October 1, 2004	\$270.00
Year 3	October 1, 2005	\$280.00
Year 4	October 1, 2006	\$290.00
Year 5	October 1, 2007	\$300.00

To be eligible for payment an employee must have completed one (1) year of service 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.

It is agreed the Company will pay the applicable Ontario Retail Sales Tax on remittances made for the month following date of ratification and each month thereafter.

Penalty Provisions

Where the Company fails to submit a premium in accordance with the above-mentioned, the 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.

Clerical Omissions or Errors

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

ARTICLE 33 - R.R.S.P. PLAN

Section 33.1 - Contributions and Administration

Commencing on the first (1st) day of each month the Company shall contribute an amount per month, in accordance with the following schedule, 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 (1) day in the month unless otherwise specified in the Agreement.

The R.R.S.P. 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.

The Company shall supply each employee with an annual accounting of the contributions made on their behalf.

Schedule of Contributions to be paid by the Company:

Effective October 1, 2003	\$495.00
Effective October 1, 2004	\$510.00
Effective October 1, 2005	\$525.00
Effective October 1, 2006	\$540.00
Effective October 1, 2007	\$555.00

RRSP contributions for new entry level employees hired **before** ratification date (July 17, 2004):

These employees are red circled at their current step procedure except the **RRSP's** which **will go** to 100% contribution upon ratification.

RRSP's for employees hired on or after date of ratification (July 17, 2004):

1 st year of employment	0%
2 nd year of employment	0%
3 rd year of employment	0%
4 th year of employment	50% of regular contributions
5 th year of employment	50% of regular contributions
6 th year of employment	75% of regular contributions
7 th year of employment	100% of regular contributions

Increases retroactive

Section 33.2 - Canada Pension Plan

It is further agreed that the Canada Pension Plan will be in addition to the R.R.S.P. Plan.

ARTICLE 34 - CREDIT UNIONS

Section 34.1

Any employee who wishes to have a payroll deduction made and remitted to a Credit Union must have such remittance made to the Credit Union according to the wishes of the majority of the employees at the terminal involved.

Section 34.2

Any employee who is employed where there has been no established Credit Union must join the Credit Union which is the choice of the majority of the employees in the terminal where he is employed in order to have payroll deductions made on his behalf. In the event that an employee belongs to more than one (1) Credit Union, he must make any additional remittances to other than the one specified on his own behalf.

Section 34.3

Any former Credit Union practices which have been established prior to the signing of this Agreement will be maintained by the Company for the employees.

ARTICLE 5 - COST OF LIVING ALLOWANCE

Section 35.1 - Scope

All regular employees on the seniority list shall be entitled to the Cost of Living Allowance as set forth in this Article.

Section 35.2 - Index

The amount of the Cost of Living Allowance as set forth in this Article shall be determined through the use of the Consumer Price Index for Canada (1981 = 100), hereinafter referred to as the "Index". Continuance of this Cost of Living Allowance shall be contingent upon the availability of the Index in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the Index for September 1994 unless otherwise mutually agreed upon by the parties.

Section 35.3 - 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 2003 and the Index figure for each month up to and including September 2004 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 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 in May and November in the pay for the pay period during which the Index was released.

Section 35.4 - 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 2004 and the Index figure for each month up to and including September 2005 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM the beginning of the first pay period following the first (1st) 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 in May and November in the pay for the pay period during which the Index was released.

Section 35.5 - 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 2005 and the Index figure for each month up to and including September 2006 THEN an additional one per centum (1%) increase in the **Index** over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM 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 in May and November in the pay for the pay period during which the Index was released.

Section 35.6 - Fourth (4th) Year

If during the fourth (4th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2006 and the Index figure for each month up to and including September 2007 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM 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 in May and November in the pay for the pay period during which the Index was released.

Section 35.7 - Fifth (5th) Year

If during the fifth (5th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2007 and the Index figure for each month up to and including September 2008 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM 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 in May and November in the pay for the pay period during which the Index was released.

Section 35.8 - Cost of Living Allowance Fold-In

(a) effective October 1st, 2003, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 35.3 of the new Collective Agreements during each month up to and including September 2003 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.

(b) effective October 1st, 2004, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 35.4 of the new Collective Agreements during each month up to and including September 2004 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.

(c) effective October 1st, 2005, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 35.5 of the new Collective Agreements during each month up to and including September 2005 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

(d) effective October 1st, 2006, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 35.6 of the new Collective Agreements during each month up to and including September 2006 will be

determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

(e) effective October 1st, 2006, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 35.7 of the new Collective Agreements during each month up to and including September 2006 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.

ARTICLE 36 - GENERAL

Section 36.1 - Moving Allowance

The Company agrees to bear the cost of moving the furniture and other personal belongings of any employee transferred at the Company's request to another branch of the Company.

Section 36.2 - Time Clocks

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

Section 36.3 - Time Off To Vote

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

Section 36.4 - Bereavement Pay

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

Section 36.5 - Jury Duty Pay

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay eight (8) hours

pay per day at the regular hourly rate of pay for hourly rated employees, less the amount of jury duty or crown witness pay received.

Section 6 - Personal Injuries

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid one (1) day's pay for the day of his injury (hourly rated employees are to receive eight (8) hours pay) providing he 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.

Section 7 - Anti 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.

Section 36.8 - 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 be provided with fire exits as required by law and adequate heat.

Section 36.9 - Lockers

The Company will supply individual lockers for all employees in the Dock Department and any other employees who are required to work in the Dock Department in excess of two (2) hours per shift as part of their regular duties. Where the Company is now providing lockers for other employees, this practice will be maintained. It is further agreed that the Company will supply lockers for all employees at new terminals.

Section 10 - Company Meetings

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

Section 36.11 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned, the number of overtime hours and the amount earned and any amount remitted

on the employee's behalf for pension purposes. If the Company is supplying presently, additional information over and above that listed above, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by pay day.

Section 36.12 - Pay for Training

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

Section 36.13 - 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.

Section 36.14 - Parking Facilities

The Company will provide adequate parking facilities for all employees at **all** new terminals and where parking facilities are presently being provided, they will be maintained.

Section 36.15 - Noise Pollution

The Company agrees that drivers will not be compelled to operate power equipment which creates a noise level in excess of that which is permitted by applicable Government regulations.

Section 36.16 - Appendices

Appendices "A", "A(1), A(2), A(3), A(4)", "B" and "C" inclusive form part of this Agreement.

Section 36.17 - Receipts

Where requested, employees must be given dated receipts immediately upon turning money into the Company.

Section 36.18 - Bonding

Should the Company require any employee to give bond, the premium involved

shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within thirty (30) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

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

If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond.

Section 36.19 (a) - Protective Equipment

It is agreed that employees handling hazardous material, green hides, lampblack and pigment shall be supplied by the Company with all necessary equipment, rubber clothing, goggles, etc. to protect the employee's person. No employee shall be compelled to wear hard hats or safety glasses that have been used by other persons unless these items have been properly sterilized.

Section 36. (b)

Shunters, dockmen, drivers and yardmen requested to work in the terminal yard or other shunt operations in inclement weather will be provided with protective rainwear.

Section 36. (c)

The company agrees to pay each employee the sum of \$125.00 per year for safety boots payable the 3rd pay week in March by separate cheque.

§ 36 - Dock Plates

The Company shall supply and maintain proper safe dock plates.

Section 36.21 - Heat on the Dock

All new terminals which are opened after the effective date of this Agreement shall have heating systems capable of maintaining a dock temperature of forty-five degrees (45°) Fahrenheit with the doors closed under normal winter

conditions. It is agreed that any new Company terminals opened during the term of the previous Agreement which expired September 30, 1988, will be subject to the provisions contained therein.

Section 36.22 - Safety

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

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

Section 36.23

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

Section 36.24 - Hand Holds and Steps

All pickup and delivery trucks will have steps and hand holds at the rear of the unit.

Section 36.25

All power equipment, including equipment hauling containerized equipment, shall have sufficient mudflaps installed.

Section 36.26 - Safety Committee

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

If Safety Committee meetings are scheduled more than two (2) hours before the regular starting time, the employee will be paid an extra one (1) hour travel time to the meeting and one (1) hour travelling time from the meeting.

Section 36.27 - Training

Where feasible, training will be made available so all shifts will have an employee trained in CPR.

Section 36.28

The Company to supply proper equipment to check and top up fluids.

ARTICLE 37 - TRANSFER OF OPERATIONAL RIGHTS

Section 37.1

The Company agrees that if it sells or transfers to a subsidiary Company or a new Company established within the framework of the same corporate entity any licence, right to operate or operating authority, which has been granted to it for the purpose of moving goods or commodities anywhere within the jurisdiction of the Local Unions signatory to this Agreement, the following conditions will apply.

- (a) employees of the Company will not be laid off as a direct result of the aforementioned transfer or sale;
- (b) the subsidiary or new Company to which the sale or transfer is made will recognize the appropriate Local Union(s) as the bargaining agent for employees and/or brokers of the subsidiary or new Company;
- (c) the subsidiary or new Company and the appropriate Local Union(s) agree to be bound by the terms and conditions of the "Ontario 'C' Carriers Agreement".

ARTICLE 38 - MAINTENANCE OF STANDARDS

Section 38.1

It is agreed between the signatories to this Agreement that area or operational practices enjoyed by any Local Union and/or Company will be maintained unless otherwise mutually agreed. If a dispute arises, either party may elect to process a grievance through the normal Grievance Procedure.

ARTICLE 39 - DURATION

Section 39.1

The term of this Agreement shall be from October **1, 2003** to September **30, 2008**. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

DATED at Woodbridge this 12 day of OCTOBER 2005.

FOR THE COMPANY

L. Wise
Kevin Lee
Sharon

FOR THE UNION

Michael
Joseph E. Suran
Paul R. [unclear]
Mike Branch

APPENDIX "A"

RATES OF PAY

Section A - Regular Rates of Pay

Drivers and Dockmen

\$22.30	effective October 1, 2003
\$22.75	effective October 1, 2004
\$23.21	effective October 1, 2005
\$23.67	effective October 1, 2006
\$24.14	effective October 1, 2007

New Entry Level Conditions for Employees Hired Prior to Ratification

New entry level employees hired before ratification will be red circled as per the collective agreement that was in effect from October 1, 2000 to September 30, 2003, except as outlined in the RRSP section of the New Memorandum.

Wage will increase by \$1.00/hour per year on the annual anniversary date of hire.

Shift Premium - The Company agrees to pay a premium of ten cents (10¢) per hour in addition to the regular hourly rates to each employee for all hours worked between the hours of 4:00 p.m. to 3:00 a.m.

APPENDIX "A" (1)

NEW ENTRY LEVEL CONDITIONS

New entry level conditions for employees hired after date of ratification (July 17, 2004).

1st year of employment	60% of regular rates of pay
2nd year of employment	60% of regular rates of pay
3rd year of employment	60% of regular rates of pay
4th year of employment	70% of regular rates of pay
5th year of employment	75% of regular rates of pay
6th year of employment	80% of regular rates of pay
7th year of employment	100% of regular rates of pay

APPENDIX "A" (2)

RATES OF PAY

Students

Effective October 1, 2003

\$12.00/hr.

APPENDIX "A" (3)

RATES OF PAY

Casual Employees

Effective October 1, 2003

- \$1.50 less per hour than the regular rate as outlined in Appendix "A".

APPENDIX "A" (4)

RATES OF PAY

Part-time Employees

Effective October 1, 2003

-

\$14.20/hr.

APPENDIX 'B'

RULES AND REGULATIONS

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

Nothing in these Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular Grievance Procedure. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the drivers except those 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 employee within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time the infractions became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

Suspended employees shall be allowed to remain on the job without loss of pay unless and until the suspension is sustained under the Grievance Procedure. The union agrees it will not unreasonably delay the processing of such cases. The foregoing does not apply to cases of discharge.

All reprimands, whether major or minor, shall be removed from each employee's file from the effective date of this Agreement.

Section 1 - Passengers

Section 1(a)

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

Section 2 - Accidents

Section 2(a)

Accidents for which the employee is at fault or for which his action or lack of action is a contributory factor, will result in disciplinary action which may range

from reprimand to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents. However, the driver will be absolved of blame if the accident ~~is~~ proven to be caused by mechanical failure, and the Company will then be responsible for wages and expenses if the driver involved is required to appear in court relating to the accident.

Section 2(b)

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

Section 2(c)

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

Section 2(d)

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

ii 3 - Equipment

Section 3(a)

Tampering with tachograph, governor or other safety devices:

- 1st offence • one (1) week off
- 2nd offence • subject to dismissal

Section 3(b)

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

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

Section 3(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

Section 3(d)

Failure to report mechanical defects in equipment, if known:

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

Section 3(e)

Unauthorized use of Company motor vehicles:

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

ti 4 - Conduct and Behaviour

Section 4(a)

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

- 1st offence - subject to dismissal

Section 4(b)

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

- 1st offence - reprimand to one (1) week off
- 2nd offence - subject to dismissal

Section 4(c)

Theft or willful damage:

1st offence • subject to dismissal

Section 4(d)

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

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

Section 4(e)

Deliberate disobedience of orders of authorized personnel:

1st offence • subject to dismissal

Section 4(f)

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

Section 5 - Reports

Section 5(a)

Deliberate falsification of time cards or trip reports:

1st offence • subject to dismissal

Section 6 - Driving Behaviour

Section 6 (a)

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

- 1st offence • reprimand
- 2nd offence • one (1) day off

3rd offence -three (3) days off
4th offence - subject to dismissal

Section 7 - Attendance

Section 7(a)

Absent from work for ten per cent (10%) or more of the workable days in any calendar month:

First Offence	Reprimand
Second Offence	One (1) day suspension
Third Offence	Three (3) days suspension
Fourth Offence	One (1) week suspension
Fifth Offence	Subject to dismissal

Section 7(b)

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

1st offence	reprimand
2nd offence	reprimand
3rd offence	three (3) days off
4th offence	subject to dismissal

The company will provide a phone number with voice mail for "booking off".

Section 7(c)

Reporting late for work without a reasonable explanation:

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

Section 7(d)

Mishandling of freight:

1st offence	reprimand
2nd offence	one (1) day off

**3rd offence
4th offence
subsequent
offences**

**three (3) days off
one (1) week off

subject to dismissal**

Section 7(e)

Miscounting of freight:

**1st offence
2nd offence
3rd offence
4th offence
subsequent
offences**

**reprimand
one (1) day off
three (3) days off
one (1) week off

subject to dismissal**

APPENDIX "C"

INTERNATIONAL RAFF :

The Company agrees that when an employee is required to cross any International Boundary within the geographical jurisdiction of the Local Unions party to this Agreement, such employee will receive a minimum guarantee of eight (8) hours' pay at the U.S. rate or the Canadian rate whichever is greater. All time worked in the U.S. after the eighth (8th) hour will be paid at one and one-half (1 1/2) times the greater of the U.S. or Canadian rate.

Any individual Union/Company Agreement or Letters of Understanding will be renewed at the commencement of this Agreement and they, together with Red Circled items, will be maintained for the duration of the Agreement.

LETTER OF UNDERSTANDING#1

DRIVERS/DOCKMEN

between

**CONSOLIDATEDFASTFRATE INC.
(hereinafter referred to as the "Company")**

and

**TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")**

At the date of ratification all employees that are currently employed by Consolidated Fastfrate Inc. will be red circled.

DATED at Woodbridge, this 12 day of OCTOBER, 2005.

FOR THE COMPANY

L.W/Ss.
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Joseph E. [Signature]
[Signature]
Mike Branch

LETTER OF UNDERSTANDING #2

DRIVERS/DOCKMEN

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

The Company Agrees to do testing as it pertains to maintaining of a Class 'A', 'D',
'Z' licence.

DATED at Woodbridge, this 12 day of OCTOBER, 2005

FOR THE COMPANY

L. W. G.
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Joe Fawcett
[Signature]
Mike Branch

LETTER OF UNDERSTANDING#3

DRIVERS/DOCKMEN

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

Retirement Policy

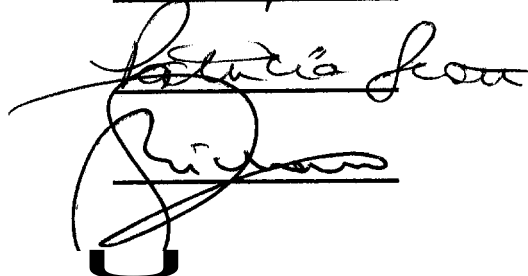
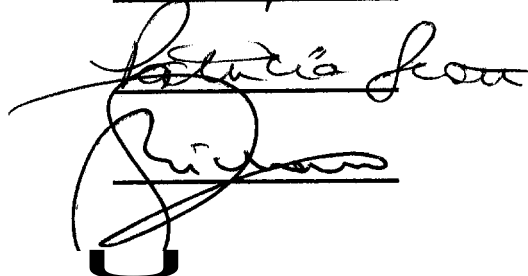
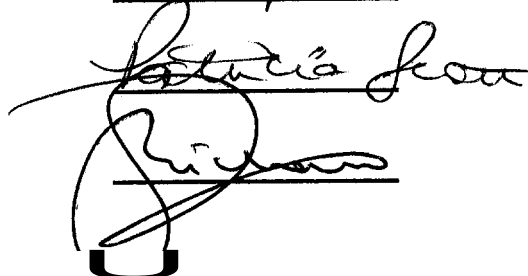
Retirement Policy will be as outlined in the original Hourly Benefit Book which reads as follows:

Retirement from the company is mandatory during the year in which an employee reaches the age of 65. At the employee's option, the last day of work may be any one of the following:




- (a) The employee's 65th birthday.
- (b) The last day of the month during which the employee turns 65.
- (c) The last day of the year during which the employee turns 65.

DATED at Woodbridge, this 12 day of OCTOBER 2005.

FOR THE COMPANY

L. Weiss.




FOR THE UNION



Joe Fucione

Mike Branch

E OF UNDERSTANDING#4

DRIVERS/DOCKMEN

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

Fay For Negotiating Committee

The Company will compensate the Negotiating Committee for lost wages and benefits while in negotiations **up** to a maximum of \$5,000.00.

All monetary items to be retroactive to October 1, 2003 and will be paid within thirty (30) days of the ratification date. Payment of wages will be on a separate cheque.

DATED at Woodbridge, this 12 day of OCTOBER, 2005.

FOR THE COMPANY

L. Wess
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Joe Furman
[Signature]
Mike Branch

LETTER F UNDERSTANDING #5

DRIVERS/DOCKMEN

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

Special Operations

The work being performed behind the wall on the "short dock" will become bargaining unit work for a six (6) month trial period and will be under review after ninety (90) days and again after a six (6) months' period, at which time the Company and the Union will meet to finalize these "special operations".

During this six (6) month period, the Company will post job bids for a minimum of five (5) day shift positions and additional work will be performed on a 1:00 a.m. shift whenever possible unless the work is "time sensitive" at which time the Company will be allowed to use the "new hire" and/or other employees, Upon request, the Company will prove to the Union Steward and/or Business Representative the sensitivity of the "said work".

DATED at Woodbridge, this 12 day of OCTOBER 2005.

FOR THE COMPANY

L. W. [Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Joe Fuconer
[Signature]
Mike Brand

LETTER OF UNDERSTANDING#6

DRIVERS/DOCKMEN

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

Letter of Understanding for Dependent Contractors

The Company will be allowed to hire Dependent Contractors as long as the number of Dependent Contractors does not exceed fifty per cent (50%) of the Total Driving Department. Once the fifty per cent (50%) level is achieved, a Company Driver will be hired before a Dependent Contractor and then on a "one for one" basis.

When a vacancy has been created on the Company Driver seniority list, the Company will have thirty (30) days to fill that vacancy.

The Dependent Contractor will be placed on the Driving Department seniority list and will have access to the grievance procedure only.

Dependent Contractors will also pay dues based on the dues rates of the City Driving Department.

Dependent Contractors shall follow Driving Department procedures.

Dependent Contractors shall not be allowed to drive Company equipment.

If Dependant Contractors are only used in the city, they will commence their shift according to their seniority.

Dependent Contractors will be limited to an 8-hour work day unless the volume of work dictates otherwise. Then overall seniority shall prevail.

When Dependent Contractors are used in combination of highway and city work

the following shall apply:

- 1) When Dependent Contractors are used for out of town work, they may have an earlier start time for that day only.
- 2) However, when a Dependent Contractor performs city work, they will start according to their seniority, and all hours worked will be a continuation of their 8-hour work day and will be required to punch in and out prior to starting their city assignment.

DATED at Woodbridge, this 12 day of OCTOBER, 2005.

FOR THE COMPANY

L. Weiss.
~~_____~~
~~_____~~
~~_____~~

FOR THE UNION

Joseph E. Kwame

Mike Branch

LETTER OF UNDERST. #7

DRIVERS/DOCKMEN

between

CONSOLIDATEDFASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

All Drivers must start from a company designated yard.

DATED at Woodbridge, this 12 day of OCTOBER, 2005.

FOR THE COMPANY

L. Weiss
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Joe Fournier
[Signature]
Mike Branch

LETTER OF UNDERSTANDING #

DRIVERS/DOCKMEN

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

Re: City Driving Boundaries

It has been agreed that a **30** mile radius has been established from the Woodbridge Terminal as the City boundaries and all existing areas that are presently being serviced by the City Department will be included.

DATED at Woodbridge, this 12 day of OCTOBER, 2005.

FOR THE COMPANY

L. W. S.
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]