

SOURCE	Union
WAGES	980101
EFF.	
TERM	2001 12 31
NO. OF EMPLOYEES	110
NOMBRE D'EMPLOYES	JF

COLLECTIVE AGREEMENT

between:

CLARKE TRANSPORT
A Division of Newcap 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")

EXPIRY DATE: DECEMBER 31ST, 2001

ENTERED

03202(05)

NEGOTIATING COMMITTEE

FOR THE COMPANY: **Andre Lecavalier**
 Marc Mousseau
 Wayne Petrie

FOR THE UNION: **John Hull**
 Bob Miles
 Bill MacRae
 Marc Jarotte
 Roger Wedge
 Philip Doble

A : REMII

Application for a Withdrawal Card should be made immediately a member quits, or is discharged.

THIS IS THE RESPONSIBILITY OF THE MEMBER HIMSELF!

Withdrawal Cards are valid only when you are not working at this craft.

MEMBERS ARE REMINDED that application for a Withdrawal Card can be made by sending a request to our **Mississauga** office at **1194 Matheson Blvd. East, Mississauga, Ontario, L4W 1Y2**, or arranging the same procedure through our **Oshawa** office.

Note: The **\$0.50** Withdrawal fee is no longer required.

Upon returning to work, send or deliver your Withdrawal Card directly to the Head Office of the Local Union.

MEMBERS ARE FURTHER ADVISED that where they do not take a Withdrawal for reasons of their choice, where they are in excess of Three (3) months delinquent in dues, that a Re-Initiation Fee will restore good standing for the purpose of clearing arrears.

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	PREAMBLE & RECOGNITION	5
2	UNION SECURITY	5
3	MANAGEMENT RIGHTS	8
4	DISCRIMINATION	8
5	STEWARDS	9
6	GRIEVANCE PROCEDURE & ARBITRATION	10
7	UNION COMMITTEES	14
8	SENIORITY	14
9	STRIKES, LOCKOUTS & PICKET LINES	17
10	MERGERS	18
11	LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION	18
12	EXTRA CONTRACT AGREEMENTS	19
13	NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK	19
14	BULLETIN BOARDS	19
15	EQUIPMENT	20
16	SAFETY & HEALTH	21
17	GENERAL HOLIDAYS	23
18	VACATIONS	25
19	ALLOCATION AND HOURS OF WORK	28
20	SUPERVISORS	32
21	STUDENTS	32
22	PART-TIME HELP	33
23	HEALTH & WELFARE	35
24	R.R.S.P.	36
25	GENERAL	37
26	DURATION	39
	APPENDIX 'A' WAGE RATES	
	APPENDIX 'B' RULES & REGULATIONS	42
	APPENDIX 'C' CREDIT UNION	46
	APPENDIX 'D' EMPLOYEE'S RECORD	47
	APPENDIX 'E' NEW HIRES	48
	APPENDIX 'F' CLARKE INTERNATIONAL	49
	APPENDIX 'G' SEVERANCE PAY	50
	APPENDIX 'H' SAFETY REPRESENTATIVES	51
	APPENDIX 'I' CLOSURE	52

ARTICLE 1

PREAMBLE AND RECOGNITION

Section 1.1 • Union Recognition

The Company does hereby recognize the Union as the sole and exclusive bargaining agent for employees employed by the Company at its Concord terminal, ~~Bowes~~ Road and ~~Keele~~ Street, Concord, Ontario. Should the Company move the said terminal within a one-hundred (100) mile radius of the present location, the status of the Union and its membership would remain unchanged.

Section 1.2 • Scope of Bargaining Unit

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

Section 1.3 • Effective Date

The effective date of this Agreement shall be January 1st, 1998 and the terms shall be from this date to December 31st, 2001.

Section 1.4 • Intent and Purpose

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2

UNION SECURITY

Section 2 - _____ of _____ rs

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 their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

Section 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 instalments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue until the Initiation fee is paid in full. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

Section 2.4 (a) - Deduction 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.C.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 sewed on the Company shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.

Section 2.4 (c) - Checkoff Lists

The Union will supply the Company with a supply of printed checkoff forms, 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 will 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, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership 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. If the checkoff and cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary-Treasurer will, by registered mail, so notify the delinquent company who will ensure that the Company remits the cheque within seven (7) days of receipt of the notification.

Section 2.4 (g) - T4 Slips

The Company shall show the yearly Union monthly dues deduction on employee's T4 slips.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 - Management Rights

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

The Company may also make and alter from time to time rules and regulations which are just and fair. The rules and regulations will form part of this Agreement. The Company agrees that it shall provide stewards with a copy of those rules and regulations which are made or altered by the Company from time to time. In addition, the Company will provide stewards with reasonable advance notice on the establishment of new rules or on amendments to current rules.

Section 3.2

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

ARTICLE 4

DISCRIMINATION

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 or otherwise select one **(1)** steward per shift.

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 5.3 - 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 or facsimile transmission 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 Layoff

For the purpose of layoff, the steward shall be the second last man laid off. Where there is more than one (1) steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.

Section 5.6 - Access to Time Cards. etc.

For the purpose of processing specific grievances or disputes, Business Representatives and stewards shall have relevant time cards and personnel disciplinary records made available to them within ~~forty-eight~~ (48) hours of their requesting same.

ARTICLE 6

GRIEVANCE PROCEDURE AND ADJUDICATION

Section 6.1 - What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement and alleged violation 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 by a conference between the aggrieved employee and his immediate supervisor. The **grievor** must be accompanied by a Union Steward if he so desires.

Section 6.2 (a) - Step 1 - Terminal Manager or Designate

Failing settlement, the grievance must be submitted in writing to the Terminal Manager or his designate within seven (7) calendar days from the date of the alleged **violation** of the Agreement. The **grievor** shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union. The Terminal Manager or his designate must render his decision in writing within seven (7) calendar days of the date the grievance was submitted in writing.

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

Failing settlement at the above step, the **grievor** must submit the written grievance to the Area Manager or his designate within seven (7) calendar days from the date the Terminal Manager rendered his decision at Step 1. The Area Manager or his designate must, after meeting with the Union, render his decision in writing within seven (7) calendar 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 a single Arbitrator.

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 Area 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 a single Arbitrator as outlined in Article 6.

Section 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 Arbitration

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

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

- c) a Union grievance within fourteen (14) calendar days after the meeting with the Company's representative
- d) should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a single Arbitrator as outlined below.
- e) Before submitting the grievance to arbitration, the dispute shall, if requested by either party and in accordance with the procedures outlined in this Section, be brought to the attention of a Canadian Joint Grievance Panel established for this purpose by the Company and the Local Union. The Canadian Joint Grievance Panel will render a decision unless it is deadlocked which shall be final and binding and have the judicial powers as a single Arbitrator established under the following provisions. The Canadian Joint Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from management and one (1) from the Local Unions;

it is further agreed that the Company and Local Union shall name only experienced representatives who are engaged in the day to day administration of this Agreement as nominees of the Canadian Joint Grievance Panel as required. It is understood that in the selection of the representatives the Company must name a representative from another Company and the Union must name a representative from another Local Union.

It is further agreed that in the event that the Canadian Joint Grievance Panel is unable to render a decision the grieving party must, within fourteen (14) calendar days of the date the Canadian Joint Grievance Panel declares a deadlock, proceed to arbitration as outlined in 6.5 (g), unless the grievance is withdrawn;

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

- g) 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.

Section 6.6 • 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 him.

Section 6.7 • Expenses of Arbitrator

Each of the parties hereto will bear the expense of their nominee to the Arbitration and the parties will equally bear the fees and the expenses of the Chairman.

Section 6.8 • 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 6.9 • Payment of Settled Monetary Grievance

All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

Section 6.10 • 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 must, upon request, be accompanied by a steward or a Business Representative.

Section 6.11 • 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.

Section 6.12 • Union Activities

The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of management, notwithstanding Article 6.

ARTICLE 7

UNION COMMITTEES

Section 7.1

The Company recognizes the right of the Union to appoint or otherwise select both a Negotiating Committee and a membership on the Union Management Committee and the Company undertakes to recognize and deal with both these Committees. These Committees shall consist of reasonable numbers. The Company agrees to pay for all time spent in the aforesaid Committees in Company called meetings.

ARTICLE 8

SENIORITY

Section 8.1 • Terminal Seniority

Seniority shall be terminal wide and include all persons in the bargaining unit working at the terminal and on the terminal payroll.

Section 8.2 • Purpose of Seniority

The purpose of seniority is to provide a policy governing shift 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 sufficient, 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 determine if he is qualified.

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 six (6) months on the bulletin board with sufficient copies for stewards and Business Representatives. A seniority list containing the names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

Section 8.4 - Probationary Period

Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of the 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 ninety (90) calendar days. 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 8.6 - Reasons for Termination of Employment

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

- (a) if an employee voluntarily quits;
- (b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his 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 for three (3) consecutive days without leave or without supplying to the Company a justifiable reason for his absence;
- (f) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months;
- (g) 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 then notify the Company when he is able to return to work.

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.

Section 8.8 - Notice of Return to Work

An employee who is reporting back to work after an absence from work must notify a supervisor prior to the close of the previous day of his intention to report for work unless unusual circumstances prevent the employee from supplying this information. The guarantee of work provided under this Agreement shall not apply to an employee who does not so report. However, this notice requirement does not apply in the case where an employee indicates he will be absent from work for one day and is only absent for that one day.

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

STRIKES. LOCKOUTS AND PICKET LINES

Section 9.1 - 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 9.2 - Picket Lines

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

Section 9.3

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

Section 9.4

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 9.5

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 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 Company and such operations are merged the seniority of all employees will be entailed including those employees who are off work due to sickness, injury or layoff. 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 seniority list, and such employees will remain on the seniority list for the purpose of recall.

ARTICLE 11

LEAVE 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 who are on leave of absence 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.

Section 1 12 - Leave of Absence for Union Activities

Leave of absence without pay will be granted to employees who attend Union activities provided that prior written notice of at least two (2) working days has been given to the Company of the request for such leave and provided further that the number of employees requesting leave at any one time shall not be unreasonable so as to curtail the operations of the Company.

ARTICLE 12

EXTRA CONTRACT AGREEMENTS

Section 12.1 - 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 13

NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 13.1 - Establishment of Rates for New Types of Equipment or New Categories of Work

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

ARTICLE 14

BULLETIN BOARDS

Section 14.1 - Bulletin Boards

The Company agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

ARTICLE 15

EQUIPMENT

Section 15.1 - Equipment **Safety**

It is to the mutual advantage of both the Company and the employee that employees shall not operate equipment which are not in a safe operating condition and not equipped with the safety appliances required by law. Equipment declared unsafe by a Supervisor will not be put back into service until necessary repairs have been completed.

Section 15.2 - Tool Allowance

Each regular employee is responsible for having at his disposal on the job at all times, his own hammer, measuring tape and holster. Each regular employee will replace any lost or broken hammer **and/or** measuring tape on his own. The Company will provide every new regular employee with the necessary tools and, thereafter, will pay each regular employee a tool allowance of **fifty** (\$50.00) dollars per year provided the regular employee has worked at least one hundred and twenty (120) days during the twelve (12) month period covered by the allowance.

Section 15.3 - Bad Order Forms

It is agreed that bad order forms shall be supplied for the employee on which to report defects in equipment with sufficient copies so that one can be held available for the employee and so that the office of the Company will have a copy of this report on file. The senior **supervisor** will determine the condition of the equipment, and, if determined unsafe, will "bad order" the unit and tag it accordingly.

ARTICLE 16

SAFETY AND HEALTH

Section 16.1

The Company and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. The Company shall ensure that qualified first aid treatment is available on the premises during all hours of operation.

Section 16.2

It is understood that there is a specific obligation on the part of the employees to immediately report to the Company any accident which involves damage to any vehicle or equipment or Company property or damage to cargo being handled by any employee.

Section 16.3

In the event that an employee alleges the existence of any unsafe practices, conditions or equipment, the employee is obliged to report such practice, condition or equipment to the Company through the Foreman. The Company will undertake to investigate the allegation immediately and within reasonable time take whatever steps are deemed necessary to correct the unsafe practice, condition or equipment. The employee will not be required to operate equipment that is not in sound operating condition or work under conditions that are unsafe. The determination in respect to the condition of equipment (or unsafe conditions) shall rest with the Senior Supervisor.

Section 16.4

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

- a) 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.
- b) If a medical examination is taken after working hours, the employee shall be paid for all time spent and shall in such cases receive at least three **(3)** days' notice prior to the appointment with the doctor.
- c) A report of the examination will be given to the employee.
- d) No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.
- e) 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 paid at the regular hourly rate for the **time** involved.
- f) Any employee, cleared to return to work by his doctor and the Company doctor, who has had to **walt** for the examination by the Company doctor, shall be paid for all lost time to which he would be entitled.

Section 16.5

The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices and other equipment deemed necessary by the Company to safeguard employees from injury shall be provided by the Company.

Section 16.6

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury providing he is not receiving compensation pay for that day. If the injury prevents the employee from driving his vehicle, the Company shall supply his transportation directly from work premises to a hospital or doctor, and from there to his residence.

Section 16.7

Adequate protective **rainwear** will be provided by the Company to employees required to open and close boxcars and to forklift operators.

Section 16.8

A joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of the Company and of the Union which shall identify potential dangers, recommend means of improving the health and safety of employees. The Committee shall meet at least once a month. Time spent in such meetings is to be considered time worked. Minutes must be taken of all meetings and copies must be sent to the Company and the Union.

Section 16.9

The Company will pay the cost of safety footwear to a **maximum** of one hundred dollars (\$100.00) per calendar year, no receipt required, to all employees who have completed their probation period. This amount will be payable on January 1st of each year of the Agreement.

Section 16.10

The Company must supply and maintain proper safe dock plates.

Section 16.11

No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the Ontario Safety Act.

Section 16.12

A member of the Health and Safety Committee, in conjunction with Management, shall have the right to participate in a workplace accident investigation.

ARTICLE 17

GENERAL HOLIDAYS

Section 17.1 (a) • General Holidays

The following paid holidays shall be granted with pay to all regular employees covered by this Agreement.

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

One (1) additional holiday will be added to the above nine (9) paid holidays. The day shall be determined by mutual arrangement in the month of November to be either the normal working day preceding Christmas Day or the normal working day following Boxing Day.

Section 17.1 (b) - Floating Holidays

Three (3) floating holidays will be added to the above paid holidays and observance will be mutually agreed by the Company and employees.

Employees hired after ratification date will be entitled to floating holidays based on the number of calendar quarters worked.

In the event a Government establishes a new **holiday(s)** which the Company decides to observe, a floating **holiday(s)** will be replaced by the new **holiday(s)**.

A maximum of three (3) people per shift will be allowed a floating holiday on any work day except during July, August and September when it will only be allowed by mutual consent.

Section 17.2 - 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) the employee has been in the employ of the Company thirty (30) days;
- b) the employee has not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- c) the employee works on the normal shift preceding and on the normal shift following the holiday;
- d) the employee is absent, with the consent of the Company or in cases of medical or proven sickness for which the employee is not receiving Workers' Compensation or Weekly Indemnity.

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 17.3

If an employee is required to work on any of the Paid Holidays listed above, he shall receive pay at one and one-half (1 1/2) times his normal rate for the time actually worked, together with any Paid Holiday pay to which he would be entitled under this Agreement. In performing any ~~services~~ on a Paid Holiday, an employee must receive a minimum of four (4) hours' pay and any time worked by an employee on a Paid Holiday before or after the regular starting and quitting times shall be paid for at one and one-half (1 1/2) times his normal rate.

Section 17.4

In order to retain continuity of service, it is understood that the Company may declare an alternative day as being the Paid Holiday to replace one of the specific days listed in this Agreement, provided, however, that in so doing, the Company shall give adequate prior notice to the Union and to the employees.

Section 17.5

In the event that a Paid Holiday, when celebrated, falls on the regular days off of an employee between Monday to Saturday inclusive, the employee shall be given an alternative day off as his rest day.

Section 17.6

Holidays taken in July, August and September must be taken in one ~~(1)~~ week increments.

ARTICLE 18

VACATIONS

Section 18.1

All employees with less than one (1) year of employment shall receive vacation with pay in accordance with the minimum requirements of the applicable Government regulations.

Section 18.2

Employees who have completed one (1) year's employment with the Company shall receive a vacation with pay of two (2) weeks and they shall receive for vacation pay an amount equal to four per **centum** (4%) of gross earnings.

Section 18.3

Employees who have completed four (4) years of employment with the Company by July 1st in any year will receive a vacation with pay of three (3) weeks and they shall receive for vacation pay an amount equal to six per **centum** (6%) of gross earnings, however, if an employee has not completed his four (4) years of employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fourth (4th) anniversary date of employment.

Section 18.4

Employees who have completed nine (9) years of employment with the Company by July 1st in any year will receive a vacation with pay of four (4) weeks, and they shall receive for vacation pay an amount equal to eight per **centum** (8%) of gross earnings; however, if an employee has not completed his nine (9) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his ninth (9th) anniversary date of employment.

Section 18.5

Employees who have completed fifteen (15) years of employment with the Company by July 1st in any year will receive a vacation with pay of five (5) weeks and they shall receive for vacation pay an amount equal to ten per **centum** (10%) of gross earnings; however if an employee has not completed his fifteen (15) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his fifteenth (15) anniversary date of employment.

Section 18.5 (a)

Employees who have completed **twenty-five** (25) years of employment with the Company by July 1st in any year will receive a vacation with pay of six (6) weeks and they shall receive for vacation pay an amount equal to twelve per **centum** (12%) of gross earnings; however, if an employee has not completed his **twenty-five** (25) years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twenty-fifth (25th) anniversary date of employment.

Section 18.6

The choice of vacation periods shall be by seniority and the Company will ensure that all employees wishing to take their vacation during the summer vacation period of May, June, July, August and September shall be allowed to, provided, however, that no more than twenty per centum (20%) of the employees may be on vacation at any one time. 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 seniority, provided, however, that no more than twenty per centum (20%) of the employees are on vacation at any one time. It shall be the responsibility of the Company to post a bid sheet on which employees may choose vacation periods and each employee will signify his vacation preference without undue delay. The final vacation schedule shall be posted by the Company not later than March 31st of each year, after which changes may be made only by mutual agreement of the Union and the Company.

Section 18.7

Vacation days will be exclusive of normal days off and paid holidays specified in the Agreement, unless otherwise mutually arranged.

Section 18.8

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 shall not apply to employees who sever or have their employment severed.

Section 18.9

An employee who leaves the employ of the Company for any reason when he has to his credit a period of accumulated vacation or an amount of vacation money to his credit in accordance with the terms of this Agreement shall receive the amount of unused vacation credit accruing to him and calculated to the date of his separation from the Company. Any such vacation credit shall be paid to him at the time of separation. It is understood, however, that any employee who leaves

the Company of his own accord is expected to give prior notice to the Company of his intended action.

Section 18.10

An employee who is laid off shall be paid for any vacation credit still due him for employment in the previous year and, if not recalled to the Company will, upon application, be allowed pay in lieu of any vacation due him for the current year.

Section 18.11

An individual who:

- (1) leaves the Company of his own accord, or
- (2) is dismissed for cause and not reinstated in his former seniority standing within one (1) year of date of such dismissal, will, if subsequently returned to the Company, be required to again qualify for vacation with pay.

Section 18.12

It shall be compulsory for all employees to take their vacations during the period July 1st to June 30th.

Section 18.13

Vacation pay entitlement to be shown on weekly pay stubs.

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

ARTICLE 19

ALLOCATION AND HOURS OF WORK

Section 19.1 - Allocation of Work

The Company shall have the authority to allocate the shift to personnel have due regard to seniority and qualifications and where qualifications are sufficient, seniority shall be the determining factor.

Section 19.2 - 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 Monday or Tuesday.
- (2) the Company agrees to hold a shift bid every six (6) months.

The Company agrees that shifts bids will be done on May 1st and November 1st of each calendar year.

Section 19.3

All 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.

Section 19.4

When an employee is specifically requested to work overtime for two (2) hours or more, continuous with completion of that employee's regular tour of eight (8) hours duty, he shall be allowed without deduction of pay, thirty (30) minutes in which to eat, and will be allowed a coffee break of fifteen (15) minutes without **loss** of pay for each additional two (2) hours of overtime.

Section 19.5

The normal hours of work are forty (40) hours per week comprised of eight (8) hours per day.

Any day shift shall commence between **6.00** hours and **11.00** hours except on Saturday, between **6.00** hours and **10.00** hours. Any afternoon shift shall commence between **12.00** hours and **16.00** hours. Any night shift shall commence between **23.00** hours and midnight.

The Company may establish new shifts for the following reasons:

- (1) due to changes in arrival or departure times in railway cars at or from the terminal.
- (2) to meet requirements of any new customer.
- (3) to meet the requirements of any change in volume.

The stewards will be given an opportunity to discuss these matters with the Company prior to the implementation of new shifts.

Section 19.6

A shift premium shall be paid for hours effectively worked by an employee at his regular straight time hourly rate as follows:

- (a) afternoon shift. ▪ \$0.25 per hour
- (b) night shift ▪ \$0.50 per hour

A shift premium will apply to hours compensated at overtime rates but there shall be no pyramiding of shift premium.

Section 19.7

An employee will be remunerated as follows for overtime work:

- (a) at one and one-half (**1 1/2**) times his regular hourly rate for hours worked in excess of eight (8) hours in any day, or forty (40) hours in any week;
- (b) at one and one-half (**1 1/2**) times his regular hourly rate for hours worked in excess of twelve (**12**) hours in any day;
- (c) at one and one-half (**1 1/2**) times his regular hourly rate for hours worked on Sunday;
- (d) when overtime is required, the Company will give a minimum of two (**2**) hours notice of call in.

- (e) all shifts commencing on Saturday to be paid at one and one-half (1 1/2) times the regular hourly rate.

Section 19.8 - Notice of Change in Starting Times

Weekly work schedules shall be posted in advance and, except in the case of emergency, employees must be given seven (7) calendar days prior notice of any change in starting time.

Section 19.9

Meal periods which shall not be considered as time worked will be assigned by the Company; such meal period will not exceed one (1) hour nor be less than thirty (30) minutes and shall be given between the ending of the third (3rd) hour and the beginning of the sixth (6th) hour after starting work.

Section 19.10

The Company and the Union recognize that a certain amount of overtime is necessary to the welfare of the operation as a whole, and the parties agree that cooperation will ensure that such overtime should be worked in a manner designed to least inconvenience the Company and the individual employees. In the event of such overtime work being required, the following procedure will be followed:

- (a) overtime will be distributed by seniority, by shift for two (2) hours or less of overtime and by seniority only for more than two (2) hours of overtime;
- (b) overtime will be voluntary with the exception of the last working shift of the week in which overtime is mandatory, to a maximum of two (2) hours;
- (c) the Company will make every reasonable effort to notify employees concerned of contemplated overtime assignments as early as possible.

Section 19.11 - Call-In Guarantee

Employees covered by this Agreement called-in for a regular shift shall be guaranteed not less than eight (8) hours' pay. An employee called in or asked to work overtime that is not continuous or preceding his regular shift shall be guaranteed four (4) hours at the appropriate hourly rate.

ARTICLE 20

SUPERVISORS

Section 20.1 - 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, except where such work is for the purpose of instructing or training employees. When supervisors and foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

ARTICLE 21

STUDENTS

Section 21.1

Bona fide students may be hired on a full time basis for the summer months, May 1st to September 30th, and shall come under all pay regulations in the 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 the 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 an employee is a student.

Students and part-time employees will not operate tow motors or overhead cranes.

Section 21.2

No students can work on a Saturday until everyone that has signed for overtime has been asked.

ARTICLE 22

PART-TIME HELP

Section 22.1

Part-time employees shall be defined as help supplied by any source to replace regular employees who are not available for work or when there is an increase in freight in any one **(1)** day and shall not be used to circumvent the hiring of full-time regular employees.

Section 22.2 (a) - Deduction of Dues

The Company shall deduct from all part-time employees 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 22.2 (b) - Conditions

Part-time employees will be limited to four (4) hours per day. The part-time employees will be limited to twenty **(20)** hours in any one **(1)** week.

Part-time employees will not start work before the commencement of the afternoon shift start time.

Any replacement position exceeding two **(2)** weeks will be posted and senior employees will be given preference as a temporary replacement.

Section 22.3

The maximum number of part-time employees that the Employer may hire will be determined as follows, except on Saturday, which is covered below:

- (a) a number equal to the regular employees who are not available for work;

Section 22.3

- (b) to answer peak period needs, an additional number of ten per centum (10%) of the total number of the employer's regular employees falling under the jurisdiction of this Agreement with completed round number.

Section 22.4

On Saturdays the number of part-time employees will be limited to ten per centum (10%) of the total number of the employer's regular employees falling under the jurisdiction of this Agreement with completed round number.

Section 22.5

If the Company exceeds in number the part-time employees' limits described above, it will have to create as many regular jobs than the excess of part-timers employed and will have to fill them up before again having access to the present.

Section 22.6

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

- (a) laid-off employees must be given the first opportunity for part-time work;
- (b) part-time employees must not be used on a shift or starting time to deprive regular employees of their normal hours of work;
- (c) in the event the Company fails to comply with the requirements outlined in this Article, the laid off employees referred to therein may be entitled to payment for the time worked by part-time employees;

Section 22.6

- (d) nothing in this Article shall be construed in such a manner that would prevent the Company and the Union from meeting and mutually agreeing to rules governing part-time employees other than those outlined above. However, if there is no mutual agreement, the rules set out herein will **apply**;

- (e) where the Union feels that there is violation of the intent in the application of this Article, the Company will meet to discuss the problem with the Union. If no amicable solution can be reached a grievance shall be submitted to the Union starting with Step 2 of the Grievance Procedure;
- (f) part-time employees are subject to the wage rates as indicated in Appendix "A" when paid by the Company; however, part-time employees are not otherwise covered by the provisions of this Collective Agreement;
- (g) part-time employees must not operate forklifts or overhead cranes;
- (h) no part-time employees will be used on the first shift of the week.

Section 22.7 - Time Cards and Hours Worked

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

Section 22.8

The Company must supply the Local Union with a list of all part-time employees on a monthly basis.

ARTICLE 23

HEALTH AND WELFARE

Section 23.1 - Health and Welfare

Effective upon ratification of this Agreement, all regular employees will be covered under the Company's Health and Welfare Plan. The Company agrees to pay the cost of the Plan and maintain the present coverage for the life of the Agreement. The Company will provide each regular employee with a booklet detailing all coverage.

Section 23.2

The Company agrees to pay the cost of the basic coverage provided by the Ontario Health Tax Benefits.

Section 23.3 - Sick Leave

- a) All employees of the company who have completed one (1) year of service on or after the signing date of this Agreement shall be entitled to sick pay equal to five (5) days per year.
- b) employees are entitled to one (1) sick day at a time up to and including a maximum of five (5) days. No doctor's note will be required.
- c) Unused accumulated sick leave shall be compensated for at the rate of eight (8) hours per unused day and shall be calculated annually from December 1st to November 30th and paid not later than December 15th in each year.

ARTICLE 24

R.R.S.P.

Section 24.1 - Contributions and Limitation

The Company will contribute two hundred and eighty five (\$285.00) per month for each employee with seniority to an individual R.R.S.P. beginning January 1st, 1998. This amount will be increased to three hundred and ninety-five (\$395.00) per month beginning January 1, 1999, to five hundred and five dollars (\$505.00) per month beginning January 1st, 2000 and to five hundred and thirty dollars (\$530.00) per month beginning January 1st, 2001.

Such contributions, for all present employees on the seniority list at the signing of this agreement, shall continue for a period of fifteen (15) months while on layoff.

Notwithstanding this provision, it is agreed that all new employees acquired by way of hiring, acquisition or merge after the signing date of this agreement must actively work one day in the month in order to receive this benefit.

Employees will be provided with full updated details of such plan.

ARTICLE 25

GENERAL

Section 25.1 - 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, spouse's grandparents and grandchildren), an employee will be given the necessary time off and will be paid three (3) days' pay at the regular rate of pay providing that the period between the day of the death and the funeral are working days. One additional day of paid leave may be granted if the employee must travel a reasonable distance out-of-town to attend the funeral. If more time is required relating to the death, a reasonable leave of absence will be granted.

Section 25.2 - Court Duty

Should an employee who has completed his probationary period, be required to ~~serve~~ on jury duty or attend as an subpoenaed witness, the company agrees to pay eight (8) hours pay per day at the regular hourly rate, less the amount of jury duty or witness pay received. For those employees on ten (10) hour shifts, the Company agrees to pay ten (10) hours pay per day at the regular hourly rate less the amount of jury duty or witness pay received, providing the action involved is not against the Company.

Section 25.3 - Invalidating 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 25.4 - Lunchrooms and Washrooms

The Company agrees to provide clean, sanitary and adequate lunch rooms and washrooms and all rooms to be provided with fire exits as required by law, adequate heat and air conditioning. The Union agrees that employees shall treat their facilities with care and abide by Company's rules established for the care and use of such facilities.

Section 25.5(a) • Pay for Training

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

Section 25.5 (b)

Where Company required training occurs during the regularly scheduled work week, payment will be included in the regular pay cheque. Where training occurs outside of the regularly scheduled work week, payment will be made by separate cheque.

Section 25.6 • 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 not later than the following pay day 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 25.7 • 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 25.8

Shortages in pay of **fifty** dollars (\$50.00) or more will be paid within two (2) business days.

Section 25.9

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 25.10

Direct deposit of pay cheques into the employees' bank accounts is to be introduced as soon as possible after **ratification** of the Collective Agreement. In the meantime, pay cheques will be provided to employees in sealed envelopes on Thursday of each week. Vacation pay to be by direct deposit into the employee's bank account two (2) weeks prior to vacation.

Section 25.11 - Appendices

Appendices "A", "B", "C", "D", "E", "F", "G", "H" and "I" inclusive form part of this Agreement.

ARTICLE 26

DURATION

Section 26.1

This Collective Agreement shall be in full force and effect until December 31st, 2001. In the event that either of the parties to this Agreement wish to amend or terminate the Agreement on December 31st, 2001, then they shall give to the other party written notice of such desire between sixty (60) and ninety (90) days prior to December 31st, 2001.

In the event that such notice is not given by either party, then this Agreement shall automatically renew itself for a further **term** of one (1) year and it shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to amend or terminate the Agreement between sixty (60) and ninety (90) days prior to any anniversary date.

All Letters of Understanding that are not part of the existing Collective Agreement are to be renewed for a period of six (6) months after ratification of the Agreement.

All regular employees that are on the active roster will receive a signing bonus payment of five hundred dollars (\$500.00) after ratification of the agreement with a minimum withholding tax.

IN WITNESS WHEREOF, the parties have signed this 27th day of Jan, 1999.

FOR THE COMPANY

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]

APPENDIX "A"

1. Wage Rates

	<u>Jan. 1/98</u>	<u>Jan. 1/99</u>	<u>Jan. 1/2000</u>	<u>Jan.1/2001</u>
Forklift Operator	\$20.00/hr.	\$20.00/hr.	\$20.00/hr.	\$20.50/hr.
Dockman/ Warehouse- man	\$19.70/hr.	\$19.70/hr.	\$19.70/hr.	\$20.20/hr.
Part- time Employee	\$12.45/hr.	\$12.45/hr.	\$12.45/hr.	\$12.95/hr.

APPENDIX "B"

RULES AND REGULATIONS

- 1) Any employee requested to sign for the receipt of an incident report must be accompanied by a steward if he so desires.
- 2) 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 infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

RULES AND REGULATIONS

1) Preamble

The following Rules and Regulations as well as disciplinary measures related to them are issued so that each employee knows what the Company is expecting from him concerning his conduct, his behavior and his performance at work.

2) **Equipment and Facilities**

a) Failure to report defects in any type of equipment:

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

b) Failure to report damage to Company property and facilities:

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

c) Committing the act of damage to Company property and facilities:

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

d) Failure to have tools at one's disposal on the job:

1st offence • verbal warning
2nd offence • reprimand
3rd offence • reprimand
4th offence • one (1) day off
5th offence • ~~three~~ (3) days off

3. Conduct and Behavior

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

1st offence • subject to dismissal

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

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

(c) Theft or willful damage:

1st offence • subject to dismissal

(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

(e) Deliberate disobedience of orders of authorized personnel:

1st offence • two (2) weeks suspension
2nd offence • subject to dismissal

4. Time Cards

(a) Deliberate falsification of time cards:

1st offence • subject to dismissal

(b) Failing to punch in or punch out:

1st offence • verbal warning

2nd offence • reprimand

3rd offence • reprimand

4th offence • ~~three~~ (3) days off

5th offence • subject to dismissal

5. Attendance

(a) Absence from work without a reasonable explanation:

1st offence • verbal warning

2nd offence • reprimand

3rd offence • reprimand

4th offence • ~~three~~ (3) days off

5th offence • subject to dismissal

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

1st offence • verbal warning

2nd offence • reprimand

3rd offence • reprimand

4th offence • ~~three~~ days off

5th offence • subject to dismissal

c) Reporting late for work without a reasonable explanation:

1st offence • verbal warning

2nd offence • reprimand

3rd offence • reprimand

4th offence • ~~three~~ (3) days off

5th offence • subject to dismissal

6. Freight

a) Mishandling, **misloading** or damaging of freight:

- 1st offence • verbal warning
- 2nd offence • reprimand
- 3rd offence • one (1) day off
- 4th offence • three (3) days off
- 5th offence • one (1) week off
- subsequent offences • subject to dismissal

b) Miscounting of freight:

- 1st offence • verbal warning
- 2nd offence • reprimand
- 3rd offence • reprimand
- 4th offence • ~~three~~ (3) days off
- 5th offence • one (1) week off
- subsequent offences • subject **to dismissal**

c) Failing to complete documentation:

- 1st offence • verbal warning
- 2nd offence • reprimand
- 3rd offence • reprimand
- 4th offence • three (3) days off
- 5th offence • one (1) week off
- subsequent offences • subject to dismissal

7. Safety

The employee responsible for an accident **or** who is negligent will be subject to discipline ranging from a reprimand to dismissal depending on the seriousness of the accident or the degree of negligence he has shown.

APPENDIX "C"

LETTER OF INDII

between:

CLARKE TRANSPORT
A Division of Newcap Inc.

and

TEAMSTERS LOCAL UNION 938

- 1) If a majority of employees (at least 40%) wish to establish a Credit Union, the Company will make payroll deductions and remit same to the Credit Union.

Payroll deductions will be taken on a weekly basis and remittances to the Credit Union will be processed on a weekly basis.

- 2) The Company will maintain its present payroll procedure for the duration of this Agreement. Yet, if any technical changes require modification of the procedure, the Union will receive at least a three (3) month's notice.

DATED at Mississauga this 7th day of Jan., 1998. *16/1/98*

FOR THE COMPANY:

FOR THE UNION

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

APPENDIX "D"

LETTER OF UNDERSTANDING

between:

CLARKE TRANSPORT
A Division of Newcap Inc.

-and-

TEAMSTERS LOCAL UNION 938

RULES AND REGULATIONS

For disciplinary measures, all infractions to Rules and Regulations shall be removed from the employee's record after twelve (12) months.

DATED at Mississauga, Ont. this ~~14~~ day of Jan., 199~~9~~0.

FOR THE COMPANY

FOR THE UNION

Walter Newman
Walter Newman
John Scaroni

Ray Widge
Bill MacKay
Man Rijsotto

APPENDIX "E"

LETTER OF UNDERSTANDING

between:

CLARKE TRANSPORT
A Division of Newcap Inc.

-and-

TEAMSTERS LOCAL UNION 938

All new employees hired after date of ratification of the Collective Agreement expiring December 31, 2001, shall be remunerated as follows:

a) During probationary period:

At a rate of twenty per cent (20%) per hour below the applicable regular hourly wage rate as specified in Appendix "A" of the Agreement.

b) For nine (9) months following the completion of the probationary period:

At a rate of ten per cent (10%) per hour below the applicable regular hourly wage rate as specified in Appendix "A" of the Collective Agreement.

Employees hired after ratification date will be entitled to one (1) Floating Holiday during the first year of employment and to three (3) floating holidays during the second year and subsequent years of employment based on the number of calendar quarters worked.

DATED at Mississauga this ~~7th~~ day of

Jan. 1998

FOR THE COMPANY

FOR THE UNION

Walter Clemons
Wynne
John Scarsini

Rogor
Geil MacKee
Man Rayotte

APPENDIX "F"

LETTER OF UNDERSTANDING

between:

CLARKE TRANSPORT
A Division of Newcap Inc.

-and-

TEAMSTERS LOCAL UNION 938



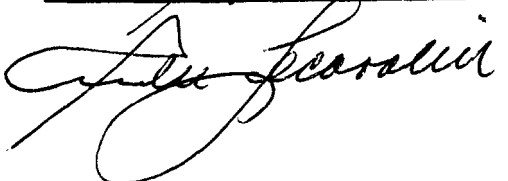
The Company and the Union agree that this Letter of Understanding shall form an integral part of the Collective Agreement between the parties and any violations of this Letter of Understanding shall be subject to the Grievance Procedure.

In the event that Clarke Transport transfers part of the work currently performed by the employees at the Concord terminal to an outside third party that would result in the reduction of employees, the transfer of work can be initiated ninety (90) working days after the last layoff notice. The Company agrees to maintain 100% of the active working seniority roster at the time of the work transfer to the said outside third party.




It is understood that Clarke Transport will be entitled to lay off employees in the normal course of business ninety (90) working days following the transfer to an outside third party except in situations that are not in Clarke Transport's control, i.e. linehaul disruption, act of God, fire, W.C.B., W.I., retirement, etc.

DATED at Mississauga this 7th day of Jan., 1998.

FOR THE COMPANY

FOR THE UNION

APPENDIX "G"

LETTER OF UNDERSTANDING

between:

CLARKE TRANSPORT
A Division of Newcap Inc.

-and-

TEAMSTERS LOCAL UNION 938

The Company agrees to pay severance payments of three (3) days per completed year of service.

Dated at Mississauga, this ~~24~~ day of ~~Jan~~ 199~~8~~. *May*

FOR THE COMPANY

Mike Maclean
[Signature]
Gene Scoville

FOR THE UNION

[Signature]
[Signature]
Man Ripotte

APPENDIX "H"

LETTER OF UNDERSTANDING

between:

CLARKE TRANSPORT
A Division of Newcap Inc.

-and-

TEAMSTERS LOCAL UNION 938

The Company agrees that Health and Safety Representatives will be elected for a duration of one (1) year. It is also understood that there must be a certified Safety Representative on each shift.

Dated at Mississauga, Ont. this ~~17~~ day of Jan ~~1999~~ 2001

FOR THE COMPANY

Uma Mousman
Cheryl
Joe Scorsini

FOR THE UNION

Kevin Edge
Paul Stobbe
Man Rayette

APPENDIX "I"

LETTER OF UNDERSTANDING

Between:

CLARKE TRANSPORT
A Division of Newcap Inc.

-and-

TEAMSTERS LOCAL UNION 938

In the event of a closure in whole or in part of the Company's Concord terminal, **Bowes** Road and **Keele** Street, Concord, Ontario during the life of this Agreement, as a result of the Company moving work to another Clarke Transport **terminal(s)** and which will result in the reduction of employees in the Concord terminal, the Company will give the Union thirty (30) days written notice of the closure or partial closure. During the thirty (30) day period, the Company will meet with the Union to outline the reasons for the closure and to discuss the possibility of the transfer of employees to the Clarke Transport **terminal(s)** to which the work is being moved.

It must be clearly established by the Union that the Company moved the work to another Company **terminal(s)** in order for the above provision to apply.

DATED at Mississauga, Ont. this 7th day of Jan 1998. 14/01

FOR THE COMPANY:

W. J. [Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
Man Singh