

SOURCE	Company
EFF.	89 06 01
TERM.	92 05 31
No. OF EMPLOYEES	21
NOMBRE D'EMPLOYÉS	D.J.

COLLECTIVE AGREEMENT

B E T W E E N :

OMSTEAD REFRIGERATED TRANSPORTATION LIMITED
of **Wheatley, Ontario, Canada**

- and -

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

Expiry Date: May 31, 1992

KAVANAUGH, MILLOY
BARRISTERS AND SOLICITORS
SUITE 401
380 OUELLETTE AVENUE
WINDSOR, ONTARIO
N9A 6X5

034/303

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COLLECTIVE AGREEMENT

B E T W E E N :

OMSTEAD REFRIGERATED TRANSPORTATION LIMITED
(hereinafter referred to as the "Company")

- and -

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

(hereinafter referred to as the "Union")

ARTICLE 1 - INTENT AND PURPOSE

- (a) The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service, as set forth herein, the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.
- (b) There shall be no effort by either signatory to

misinterpret, read into or delete from any of the provisions of this Agreement.

- (c) THEREFORE, THIS AGREEMENT between the Union and the Company, signed by the accredited officials of both parties, has been mutually agreed upon and the terms as laid out shall be carried out in letter and spirit by both parties.

ARTICLE 2 - RECOGNITION

- (a) The Company recognizes the Union as the exclusive Bargaining Agent for all its employees at the terminal owned and operated by the Company in Wheatley, Ontario, except, Watchmen, Foremen, those above the rank of Foreman and Office Staff.
- (b) It is understood and agreed that all employees in the Bargaining Unit shall maintain their Union membership in good standing for the duration of the Agreement, as a condition of employment.
- (c) All employees shall, as a condition of employment, become members of the Union within thirty (30) days after the signing of this Agreement, maintaining such membership

in good standing for the duration of this Agreement.

- (d) All employees hired on or after the date of the signing of this Agreement shall as a condition of employment, become members of the Union within thirty (30) days of their date of employment, maintaining such membership in good standing for the duration of this Agreement.

- (e) The Company agrees to deduct from the last pay cheque of each month, the monthly dues of all employees covered by this Agreement and to remit the deductions to the Local Union prior to the tenth (10th) of the month following, along with a list of the employees from whom such deductions were made. The amount of the monthly dues shall be as required by the Local Union By-Laws and in compliance with the International Constitution. The Union will supply the Company with "Application for Union Membership - Dues Deduction Authorization" forms, which shall be signed by all new employees on the day on which the new employee is hired. 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 Union in such written notice and forward such monies to the 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 twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee such monies deducted in error along with confirmation of such refund to the Company.

- (f) All completed copies of the Application for Union membership forms shall be returned to the Union Head Office each month, along with the Union dues check-off.
- (g) Upon termination of employment of an employee, his Union dues deduction authorization form shall be returned to the Union Head Office each month along with the Union dues check-off.
- (h) The Company shall show the yearly Union monthly dues deductions on employees' T-4 slips.

ARTICLE 3 - MANAGEMENT FUNCTION

- (a) The Union recognizes that the Company has the exclusive right to manage the business and to exercise all of the customary prerogatives of Management, except those specifically delegated to the Union in this Agreement

and, without restricting the generality of the foregoing, the Company has the exclusive right to maintain order, discipline and efficiency, to hire, classify, direct and lay off, to discharge, transfer, promote, demote, suspend or otherwise discipline employees and to determine the kinds and locations of machines and tools to be used, processes of manufacturing, the engineering and designing of its products, the control of materials and practice to be incorporated in the products produced and the extension, limitations, curtailment or cessation of operations.

- (b) Notwithstanding any provision of this Agreement, the discipline or discharge of a probationary employee by the Company shall not be the subject matter of a grievance or an arbitration hearing.

ARTICLE 4 - DISCRIMINATION

The Union agrees, that, except with the consent of the Company no official of the Union and no person authorized by the Union shall enter the Company's premises, hold any meetings or engage in Union activities on the Company's premises or during working hours of any employee.

ARTICLE 5 - STEWARD

- (a) The Company acknowledges the right of the Union to appoint and will recognize one (1) Steward. Such Steward shall have at least one (1) year seniority with the Company. If the operations are such as cannot be covered by one (1) Steward, additional Stewards may be appointed.

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

- (c) Should there be any cause to suspend or discharge the Steward, the Company shall, in every case, notify the Local Union in writing of such discipline or discharge.

- (d) The Steward(s) and/or Committeeman(men) shall be paid by the Company for all time spent in connection with the processing of grievances up to but not including arbitration and/or in connection with negotiations up to but not including conciliation.

- (e) 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 'second man', but, he shall not use the Steward's seniority for the purpose of vacation preference, job bids, or shift changes. In instances 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.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

(a) No grievance shall be considered which usurps management functions. There shall be an earnest effort on the part of both parties to settle such grievances through the following steps: -

Step #1 By conference between the aggrieved employee who may, if he wishes, be accompanied by the Steward and Foreman, within four (4) days of the time the employee learned of the matter concerning which he is aggrieved. The Foreman shall give his answer within forty-eight (48) hours of the presentation of the grievance to him.

Step #2 Failing settlement as in Step #1, the Steward shall, within two (2) days of the end of the time for the Foreman's answer, present the grievance in writing to the Personnel Manager. Within a further two (2) days, the matter shall be discussed by the Personnel Manager with

the Steward, and within a further three (3) days, the Personnel Manager shall give his answer in writing, to the Steward.

- (b) During any of the above outlined steps of the Grievance Procedure, the Steward or appropriate management representative may request the presence of the Union Business Agent, or duly accredited official of the Union, to assist in amicable settlement of such dispute. Following unsatisfactory settlement by the Company, the Union may resort to the arbitration procedure provided for in this Agreement.
- (c) In the event that the Company has a grievance, the Personnel Manager will endeavour to settle the matter with the Steward, in the event of failure, shall deal with an official of the Union. Following unsatisfactory settlement with the Union, the Company may resort to the arbitration procedure provided for in this Article.
- (d) It shall be the responsibility of the party desiring arbitration to inform the other party, in writing, no later than ten (10) days after the last discussion of the grievance between the Union and the Personnel Manager. A Board of Arbitration shall be immediately established

consisting of one (1) appointee of the Union, and one (1) appointee of the Company, and a third member to act as Chairman, appointed on the recommendation of the two (2) appointees. Should the members fail to select a Chairman within five (5) days after the last discussion between the Union and the Personnel Manager, the members shall request the Ontario Minister of Labour to name the Chairman, who shall be a member of the Judiciary.

- (e) The Board of Arbitration shall not have the right to alter or change any provision of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.

- (f) No grievance shall be submitted to Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within three (3) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable, in that it does not involve any interpretation, application, administration or alleged violation of this Agreement. In such case, the Arbitrators shall endeavour to decide that question

before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required.

- (g) In such case, the Arbitrators shall reserve judgment on the question of arbitrability and proceed with the matter on the merits. If it is decided that the matter does not involve an interpretation, application, administration or alleged violation of this Agreement, then, the Arbitrators shall not consider the matter and the decision of the Company, or the Union, in the case of a Company grievance, shall stand.
- (h) Each of the parties hereto will bear the expense of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.
- (i) Both parties to this Agreement agree that it is in the interest of both parties to clear up grievance problems with the least possible delay.
- (j) Notwithstanding any of the foregoing, this article shall not apply to a probationary employee.

ARTICLE 7 - SENIORITY

- (a) The purpose of seniority regulations is to provide a policy governing layoffs and rehiring. In the event of a reduction in the working force, the Company shall apply the principle of "last one on - first one off" insofar as it is consistent with Management's obligations to maintain an efficient work force. Following a layoff, rehiring shall be executed conversely to the outlined layoff procedure.

- (b) In all layoffs, the Company shall consider (a) seniority of the employees, (b) merit, training, skill and efficiency of employees and where the qualifications in (b) are relatively equal, the employee's seniority shall be the determining factor. For the purposes of layoff and the day to day allocation of work within the department, the Steward shall enjoy his own seniority or that of the last man called in (excluding the senior man). In a department where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

- (c) In the event of layoff, before laying off employees out of seniority order (after acquired), the Company will

notify the Union.

- (d) After thirty (30) calendar days of employment, the employee shall be placed on the seniority list, dated as of his first day of employment. Each employee shall be a probationary employee until the employee is placed on the seniority list.

- (e) Seniority once established for any employee shall be forfeited and employment shall be terminated under the following conditions:
 - (i) if he voluntarily quits;
 - (ii) if he is discharged for cause;
 - (iii) if he fails for seven (7) days to report for duty when recalled after a layoff, unless he furnishes a reason acceptable to the Company;
 - (iv) if, for a period of twelve (12) months he is not called upon to perform any work for the Company;
 - (v) 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.

- (f) It is further agreed that the Maintenance Department

seniority 'shall be separate and not interchangeable with the Drivers Department. The classification of Utility Person is included in the Drivers Department.

LEAVE OF ABSENCE

Leave of absence in excess of thirty (30) calendar days will not be granted until a request for same is submitted in writing, to both the Union and the Company and mutually agreed upon.

ARTICLE 8 - DISCHARGE

- (a) A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Personnel Manager within five (5) working days after the employee ceases to work for the Company.

- (b) A discharged employee shall, if he requests it, have the right before leaving the Company premises to consult with the Steward for one (1) hour at a time and place designated by the Company. It is specifically understood that the provisions of this Article do not apply to a temporary or part-time employee.

- (c) Step #1 of the Grievance Procedure shall be omitted in such case.

(d) Notwithstanding the provisions of Article 6 and/or the provisions of this article, this article shall not apply to a probationary employee.

ARTICLE 9 - STRIKES AND LOCKOUTS

During the term of this Agreement, there shall be no lockout by the Company, or any strike, sit down, work stoppage, slow down, or suspension of work, either complete or partial for any reason by the employees, or called or condoned by the Union. Any employee who violates any of the provisions of this Article, may be discharged or otherwise disciplined by the Company.

ARTICLE 10 - 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.

ARTICLE 11 - PASSENGERS

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 on his truck except by written authorization of the Company.

ARTICLE 12 -EXTRA CONTRACTAGREEMENTS

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

ARTICLE 13 - PAID HOLIDAYS

(a) All employees in the Bargaining Unit who have completed their probationary period shall be entitled to the following listed thirteen (13) holidays with pay, at the regular rate of wages, namely:

NEW YEAR'S DAY	GOOD FRIDAY
VICTORIA DAY	EASTER MONDAY
DOMINION DAY	CIVIC HOLIDAY
LABOUR DAY	THANKSGIVING DAY
REMEMBRANCE DAY	DAY BEFORE CHRISTMAS
CHRISTMAS DAY	BOXING DAY
DAY BEFORE NEW YEAR'S DAY	

(b) When one of the observed holidays falls on a Sunday, the day proclaimed shall be the day observed.

(c) Employees who are required to work on any of the proclaimed holidays shall receive time and one-half

(1-1/2) their regular rate of wages for the time worked, in addition to the holiday pay.

- (d) All hourly rated employees shall be paid eight (8) hours' pay at their appropriate hourly rate, and highway Drivers and Drivers who work a combination of miles and hours shall be paid eight (8) hours at their appropriate hourly rate for the above mentioned holidays.
- (e) In order to qualify for holiday pay, employees must have worked within thirty (30) days before the paid holiday and employees must work their full scheduled shift before and after the paid holiday unless excused by the Company due to illness or other bona fide reason from working the whole or any part of either or both such shifts.
- (f) Any employee who is required by the Company to work prior to 10:00 p.m. on Easter Sunday will be paid one and one-half (1-1/2) times his regular straight time rate for all such miles and hours worked prior to 10:00 p.m.

ARTICLE 14 - VACATION WITH PAY

- (a) All employees with less than one (1) year of employment shall receive a vacation pay in accordance with the

regulations established under the Canada Labour Standards Code as of July, 1968, or any subsequent amendment thereto. All employees with one (1) year or more seniority shall receive two (2) weeks vacation, with vacation pay computed at five percent (5%) of the employee's total earnings for the year previous to their vacation. Notwithstanding the foregoing, all employees hired on or after the 15th day of June, 1983, shall receive, upon attaining one (1) year or more seniority, two (2) weeks vacation, with vacation pay computed at four percent (4%) of the employee's total earnings for the year previous to their vacation.

- (b) All regular employees with five (5) or more years seniority shall receive three (3) weeks vacation, with vacation pay computed at six percent (6%) of the employee's total earnings for the year previous to their vacation.

- (c) All regular employees with twelve (12) or more years seniority (eleven (11) or more years seniority, effective June 30, 1991) shall receive four (4) weeks vacation, with vacation pay computed at eight percent (8%) of the employee's total earnings for the year previous to their vacation.

- (d) All regular employees with twenty-five seniority (twenty-four (24) or more effective June 30, 1989; twenty-three (23) seniority, effective June 30, 1990; twenty-two (22) or more years seniority, effective June 30, 1991, receive five (5) weeks vacation, with vacation pay computed at ten percent (10%) of the employee's total earnings for the year previous to their vacation.

- (e) Vacation pay to be paid on or before the first day of July in each year except with respect to vacation to be taken prior to July 1st in each year, in which case, vacation pay will be paid in the pay period immediately preceding the employee's vacation provided the employee has requested his vacation pay at least two (2) weeks prior to that pay period.

- (f) Any of the holidays, as listed in Article 13, falling within an employee's annual vacation, shall be paid his holiday pay, in addition to his vacation pay.

ARTICLE 15 - CLASSIFICATIONS, WAGE RATES AND HOURS OF WORK

- (a) Drivers hourly rates of pay:
Effective June 1, 1989 \$13.15 per hour

Effective December 1, 1989	\$13.35 per hour
Effective June 1, 1990	\$14.05 per hour
Effective June 1, 1991	\$14.75 per hour

(b) Drivers mileage rates of pay:

(i) Loaded:

Effective June 1, 1989	30¢ per mile
Effective December 1, 1989	31¢ per mile
Effective June 1, 1990	32¢ per mile
Effective June 1, 1991	33¢ per mile

(ii) Unloaded:

Effective June 1, 1989	28¢ per mile
Effective December 1, 1989	29¢ per mile
Effective June 1, 1990	30¢ per mile
Effective June 1, 1991	31¢ per mile

(iii) If team Drivers are instituted over the period of this Agreement, rates of pay will then be negotiated between the Company and the Union.

(c) Mechanics hourly rates of pay:

(i) Skilled Mechanics:

Effective June 1, 1989	\$15.40 per hour
Effective December 1, 1989	\$15.60 per hour
Effective June 1, 1990	\$16.30 per hour
Effective June 1, 1991	\$17.00 per hour

(ii) Semi-Skilled Mechanics:

Effective June 1, 1989	\$13.25 per hour
Effective December 1, 1989	\$13.45 per hour
Effective June 1, 1990	\$14.15 per hour
Effective June 1, 1991	\$14.85 per hour

(d) Utility Person

Effective June 1, 1989	\$12.65 per hour
Effective December 1, 1989	\$12.85 per hour
Effective June 1, 1990	\$13.55 per hour
Effective June 1, 1991	\$14.25 per hour

Note:

Notwithstanding any other provision of this Collective Agreement, persons employed within the classification of "Utility Person" will only be paid overtime when such persons in fact work in excess of forty (40) hours in any one week, in which event such persons will be paid overtime pay at the rate of time and one-half (1-1/2) the employee's rate of pay. Persons employed within the classification of Utility Person shall, in addition to other assigned duties, perform local or highway trucking runs as are assigned to them by the Company, from time to time. A Utility Person shall have no right to claim local or highway trucking runs but shall only perform such runs as are assigned to them by the Company, from

time to time, except in the event of the layoff of a Utility Person, in which event the provisions of Article 7 hereof will apply.

(e) Garbage Truck Operator

Note:

Persons employed within the classification of Garbage Truck Operator shall perform mechanics duties as assigned by the Company, from time to time, in addition to operating the garbage truck. A Garbage Truck Operator will, when operating the garbage truck, be paid the Drivers hourly rate of pay and will, when not operating the garbage truck, be paid the Semi-Skilled Mechanics hourly rate of pay. The Garbage Truck Operator shall not displace any employee, even in the event of a layoff and no other employee shall displace a Garbage Truck Operator, even in the event of a layoff. If the classification of Garbage Truck Operator is eliminated by the Company, any employee classified as a Garbage Truck Operator will, provided he has all of the required qualifications, be assigned to the Drivers classification with his full seniority.

(f) Shuttle Driver

Effective June 1, 1989

\$13.15 per hour

Effective December 1, 1989	\$13.35 per hour
Effective June 1, 1990	\$14.05 per hour
Effective June 1, 1991	\$14.75 per hour

(g) Hours of Work

The hours of work shall be in compliance with the Canada Labour Standards Code (July 1978), revised April 1984, or any subsequent amendment thereto.

- (h) (1) Where the Company is required to work the individual employee in excess of his daily or weekly limitations, all other things being equal, the qualified senior employee will be given first opportunity to perform such work.
- (2) Employees reporting for work shall be guaranteed no less than four (4) hours pay at their regular rate of pay.
- (3) (i) All hours actually worked by an hourly rated employee in excess of eight (8) hours per day, Monday to Friday, both inclusive, shall be paid for at one and one-half (1 1/2) times the employee's regular straight time rate of pay.
- (ii) Any hourly rated work performed by an hourly rated employee on Saturday or Sunday shall be

paid for at one and one-half (1 1/2) times the employee's regular straight time rate of pay.

- (4) It is agreed that no employees shall be entitled to drive more than 2200 miles per week by right of his seniority.
- (5) Any Driver who has accumulated sixty (60) hours in any one (1) work week will not be forced to do any hourly rated work. If a Driver accepts this work, he will be paid time and one-half (1-1/2) his 'regular rate for all hours worked.
- (6) The Company agrees to pay employees for time spent on each combined drop and hook-up in the Company yard to a maximum of fifteen (15) minutes at the employees regular straight time rate of pay. If an employee is instructed to drop a trailer at other than the Company yard, he shall be paid for time spent on such drop to a maximum of fifteen (15) minutes at this regular straight time rate of pay. If an employee is instructed to hook-up a trailer at other than the Company yard, he shall be paid for time spent on the hook-up to a maximum of fifteen (15) minutes at his regular straight time rate of pay.
- (7) Drivers shall be paid fifteen (15) minutes at the

Driver's regular straight time hourly rate of pay for pre-trip inspection prior to leaving the Company yard in Wheatley.

(i) Breakdown and Delayed Time Pay

- (1) All breakdown time shall be paid at the prevailing hourly rate as listed in this Collective Agreement.
- (2) In the event of breakdowns occurring in areas without supervision, the Company may, at its discretion, require Drivers to sign and declare a statutory declaration. This is of the force and effect as a statement made under oath and by virtue of the Canada Evidence Act, in which they shall set forth the cause or causes, to the best of their knowledge and belief, for such breakdown(s).
- (3) To be paid for any breakdowns in any area, the Driver must report same on a form provided and approved by the Company.
- (4) Should an extended breakdown occur and the Driver, after calling the Company is instructed to remain with the equipment, he shall be paid for all time involved. If the Driver is instructed not to remain with the equipment, he shall be paid the hourly rate for the first eight (8) hours in each twenty-four (24) hour period. Meals and lodging

will be in addition.

(j) Meals and Lodgings

(1) When a Driver is required to find his own sleeping accommodations, the Company agrees to pay all bona fide receipts for same up to a maximum of fifty dollars (\$50.00), effective May 24, 1987. The sleeping accommodations fee of fifty dollars (\$50.00) may be increased if specifically authorized by the Company.

(2) Drivers who are required to lay-over and sleep away from home will receive fifteen dollars (\$15.00) (twenty Dollars (\$20.00) effective September 1, 1989; twenty-two dollars and fifty cents (\$22.50) effective June 1, 1990; twenty-five dollars (\$25.00) effective June 1, 1991) per day for meals. Such meal allowance shall apply at the end of the shift and at the beginning of the following shift.

(k) The Stewards, upon request, will be given access to the Driver's Trip Sheets.

(l) Any mechanic who is called back to work after completing his normal shift shall be guaranteed two (2) hours pay at

the rate of time and one-half (1-1/2) his pay.

- (m) Any employee covered by this Agreement, except Drivers, whose assigned shift commences at or after 3:30 p.m. on any day, will be paid a premium of seventeen cents (17¢) per hour worked on that shift.
- (n) There shall be no pyramiding of any premium pay and overtime pay.

ARTICLE 16 - EQUIPMENT

- (a) It is to the mutual advantage of both the Company and the Union that employees should not operate vehicles which are not in a safe operating condition and not equipped with safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Company, all defects in equipment. It shall be the duty of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport regulations. The maintenance of equipment in sound operating condition is not only a function, but a responsibility of Management. The determination of, as well as the responsibility for all decisions in respect

to the condition of equipment, shall rest with the senior qualified supervisor on the premises.

- (b) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition. It shall be a violation of this Agreement if an employee refuses to operate equipment, unless such refusal is justified.
- (c) Drivers will not be held responsible for damage while pushing or towing a vehicle, if instructed to do so by the Company.
- (d) It is agreed between the Union and the Company, having regard for Driver's safety and health factor, that all power units will have adequate heaters, windshield wipers and defrosters installed and kept in good operating condition.
- (e) The Company agrees that all new power equipment put into service after the date of the signing of this Agreement will have windshield washers installed. It shall be the Driver's responsibility to keep this equipment operative, exclusive of parts replacement. Equipment cannot be "bad-order" because of windshield washers alone, nor will

defective windshield washers be classified as a breakdown. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alterations to retain adequate heat.

- (f) The Company will endeavour to keep speedometers in proper working order.

- (g) It is agreed that bad-ordered forms shall be supplied 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 the Company. When a unit is "bad-ordered" for reasons that make the vehicle unsafe for use, it shall be tagged and the keys removed and placed in the Maintenance Department, along with the "bad-ordered" report. No Driver or Company representative will remove the tag until the repair work is completed.

- (h) The Company shall not compel any Driver to operate a

vehicle in excess of the legal load limit.

ARTICLE 17 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT

Employees will not be charged with loss or damage to cargo or equipment unless clear proof of negligence is shown. In the event of such loss or damage, the Company shall have up to fifteen (15) days from the date of delivery to register a claim with the employee. Before the employee signs an authorization to deduct a claim, he shall have seven (7) days to register a grievance, should he fail to agree with the Company's claim. In the event the grievance is not filed within seven (7) days, the employee must authorize the Company to deduct the amount of the claim. The Company may lodge a claim for loss or damage to cargo or equipment up to and including Fifteen Dollars (\$15.00).

ARTICLE 18 - LEASED EQUIPMENT

Employees on the regular seniority list shall not be laid off due to the Company hiring or sub-contracting outside equipment for such city pick-up and highway operations, when the Company has appropriate and usable equipment available for the same work. All leased or hired trucks to be driven by Company personnel from the Bargaining Unit.

ARTICLE 19 - HEALTH AND WELFARE COVERAGE

(a) The Company agrees to pay the total cost of the premiums for employees and for employees' eligible dependants of the following:

Ontario Health Insurance Plan

Extended Health Benefit No deductible - 100% payment,

with no maximum - includes Semi-private Hospital and Drugs

Note: Drug Plan - One Dollar (\$1.00) co-pay per prescription - generic drugs.

(b) The Company shall pay the total cost of the premiums of a Health and Welfare Plan for all eligible employees which will provide:

Life Insurance \$20,000.00 (\$25,000.00 effective June 1, 1990; \$30,000.00 effective June 1, 1991)

Accidental Death and Dismemberment \$20,000.00 (\$25,000.00 effective June 1, 1990; \$30,000.00 effective June 1, 1991)

Weekly Indemnity (1st day accident) (8th day sickness) 66 2/3% of earnings to next higher \$1.00 to maximum of the maximum amount of sickness and accident payments as prescribed under the Unemployment Insurance Act, from time to time, for a maximum period of 15 weeks commencing with the first day of absence from work due to accident or sickness.

(c) Optical Plan - covering eligible employees and their dependants. The Company will pay one hundred percent (100%) of the premiums payable thereunder. Effective the 1st day of June, 1988, such Plan will provide coverage based on the sum of one hundred dollars (\$100.00) every two (2) years. Effective the 1st day of September, 1989, such Plan will provide coverage based on the sum of one hundred and twenty-five dollars (\$125.00) every two (2) years. Effective the 1st day of June, 1991, such Plan will provide coverage based on the sum of one hundred and fifty dollars (\$150.00) every two (2) years.

(d) Dental Plan - Green Shield Basic 10 (or its equivalent). The Company will pay one hundred percent (100%) of the premiums payable under the said Plan (or its equivalent). Benefits and premiums under this Plan (or its equivalent) shall be based upon the 1985 O.D.A.* schedule of fees.

*Effective September 1, 1989 - 1986 O.D.A.

Effective June 1, 1990 - 1987 O.D.A.

Effective June 1, 1991 - 1988 O.D.A.

(e) With respect to any employee who is absent from work because of illness or injury or who has been laid off, the Company will pay the premium payments required to be

made pursuant to this article and Article 20 which are due and payable in the month in which the absence or layoff commences.

- (f) Any employee who is absent from work because of illness or injury or who has been laid off by the Company and who wishes to participate in the Health and Welfare coverages as provided in this article as a member of the Company's group with respect to such coverages may do so, subject to all requirements of the plans, provided he continues to be an employee of the Company and continues to meet all requirements of the plans and provided he pays to the Company the amount of the premium payment in advance of the premium due date. This privilege shall terminate on the expiry of one (1) year from the commencement of the illness, injury or layoff.

ARTICLE 20 - PENSION PROGRAM

On condition that employees contribute a like amount at like times, commencing the first (1st) day of June, 1988, the Company shall contribute to the Employees Pension Fund handled by the Mutual Life Assurance Company of Canada, the sum of forty dollars (\$40.00) for each employee covered by this Agreement who

has been on the payroll for more than thirty (30) days. The Company agrees that it will take the necessary steps to amend the Plan so as to provide for employer and employee contributions of fifty dollars (\$50.00) per month, such increased contributions to become effective as of the 1st day of September, 1989, subject to notification by Mutual Life Assurance Company of Canada that the Pension Plan has been amended accordingly and that all necessary approvals with respect to such amendment have been obtained. The Company further agrees to take the necessary steps to further amend the Plan so as to provide for employer and employee contributions of fifty-two dollars and fifty cents (\$52.50) per month, such increased contributions to become effective as of the 1st day of June, 1990, subject to notification by Mutual Life Assurance Company of Canada that the Pension Plan has been amended accordingly and that all necessary approvals with respect to such amendment have been obtained. The Company further agrees to take the necessary steps to further amend the Plan so as to provide for employer and employee contributions of fifty-five dollars (\$55.00) per month, such increased contributions to become effective as of the 1st day of June, 1991, subject to notification by Mutual Life Assurance Company of Canada that the Pension Plan has been amended accordingly and that all necessary approvals with respect to such amendment have been obtained. Each year, employees will be provided with an up-to-date description of the Pension Plan.

ARTICLE 21 - GENERAL

- (a) Probationary employees will not be rotated in such a way as to prevent the employment of a full time employee.

- (b) It shall be the duty of any employee in case of change of address to promptly notify the Company of same, and, the telephone number, if he has one. If any employee fails to keep the Company informed, the Company shall not be liable for his failure to receive notice of being called back to work.

- (c) If an employee is unable to report to work because of illness, he shall notify the Company as soon as possible, and, in any event, one (1) hour before he is due to report. An employee who fails to so notify the Company may be requested to supply a reason acceptable to the Company and the Union.

- (d) The Steward, without the approval of the Business Agent of the Union, shall not have the authority to handle any general question like a general wage clause and/or article.

- (e) The Company shall provide and pay the full cost of

uniforms for Drivers. The Company agrees to supply and maintain their cost, pants, shirts and coveralls for Maintenance employees.

- (f) The Company shall pay the sum of forty-five dollars (\$45.00) annually (fifty dollars (\$50.00) effective September 1, 1989; fifty-five dollars (\$55.00) effective June 1, 1990; sixty dollars (\$60.00 effective June 1, 1991) to the employees employed within the bargaining unit described in Article 2 of this Agreement to purchase safety boots. Such employees will be required to wear safety boots at all times, when working. Payment shall be made by the Company upon the Company being provided with satisfactory proof of purchase and the purchase price paid.

ARTICLE 22 - MAINTENANCE OF PRIVILEGES

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 23 -JURY DUTY

It is agreed that a seniority employee who is absent from work while serving as a juror or while serving as a subpoenaed witness in a matter witnessed by him shall be paid by the Company for each such day's absence the difference between eight (8) hours pay at his regular straight time hourly rate and the amount paid to him for jury duty or attending as a witness provided the employee notifies the Company as soon as possible that he has been called for jury duty or subpoenaed as a witness and provided the employee furnishes to the Company satisfactory proof of such jury duty or such attendance as a witness showing the date and time served and the amount paid for such jury duty or witness attendance.

ARTICLE 24 - BEREAVEMENT LEAVE

- (a) In the event of the death of a member of a seniority employee's immediate family, the Company will grant, upon application made by the employee, up to three (3) days leave of absence with pay at the employee's regular straight time hourly rate of pay, up to and including the day of the funeral, provided that such days are regular working days upon which the employee would have otherwise

been scheduled to work. To be eligible for payment hereunder, the employee must, if requested by the Company, provide satisfactory evidence of death. The phrase "immediate family" shall conclusively mean the spouse, son, daughter, mother, father, brother, sister, grandchild, step-son, step-daughter, step-mother, step-father, mother-in-law, father-in-law, grandmother or grandfather of the seniority employee.

- (b) In the event of the death of a seniority employee's brother-in-law or sister-in-law, the Company will grant, upon application made by the employee, a leave of absence of one (1) day, with pay, which day shall be the day of the funeral, provided that such day is a regular working day upon which the employee would have otherwise been scheduled to work. To be eligible for payment hereunder, th employee must, if requested by the Company, provide satisfactory evidence of death.

ARTICLE 25 - SUPERVISORS

One (1) Supervisor in the shop and one (1) Supervisor in the rest of the Company's operations will be permitted to perform Bargaining Unit work.

ARTICLE 26 - INTERNATIONAL TRAFFIC

Effective September 27th, 1976, while operating Company equipment in the United States of America, Drivers will be paid, in addition to the applicable hourly or mileage rate as set forth in Article 15 hereof, a premium of 1¢ per mile or 50¢ per hour, whichever is applicable

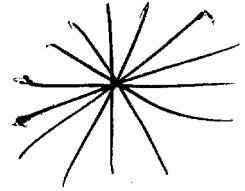
ARTICLE 27 - PART-TIME EMPLOYEES

- (a) A part-time employee shall be defined as an employee who is not employed as a full-time employee within the bargaining unit described in Article 2 of this Agreement and who is regularly scheduled to work less than five (5) days per week or who is regularly scheduled to work five (5) days or more per week but less than twenty-four (24) hours per week.
- (b) The Company will not employ part-time employees beyond a ratio of one (1) part-time employee for every five (5) full-time employees.
- (c) A part-time employee shall not acquire seniority regardless of his length of employment with the Company as a part-time employee.

- (d) The provisions of paragraph (e) of Article 2 of this Agreement shall apply to part-time employees with respect to monthly Union dues.

- (e) Part-time employees will not be assigned to work while a full-time employee is on layoff unless the full-time employee who is on layoff declines to accept the work assignment.

- (f) The following provisions of this Agreement do not apply to any part-time employee nor shall such provisions be available to the Union on behalf of any part-time employee:
 - Article 2
 - Article 6
 - Article 7
 - Article 8
 - Article 12
 - Article 13
 - Article 14
 - Article 15, paragraphs (g) to (k), both inclusive
 - Article 18
 - Article 19
 - Article 20
 - Article 21(a)



Article 22

Article 23

Article 24

Article 26.

- (g) The rules and regulations appended to and forming part of this Agreement shall apply to part-time employees.

ARTICLE 28 - DURATION

- (a) This Agreement shall become effective on the 1st day of June, 1989 and shall remain in full force and effect, until the 31st day of May, 1992, and from year to year thereafter, unless notice of amendments by either party is given by registered post between the 60th and the 30th day of the date of expiration, setting forth the amendments desired.
- (b) Negotiations shall be entered into within fifteen (15) days of notification to do so.
- (c) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their

hands and seals, this 19th day of January , 1940.

OMSTEAD REFRIGERATED TRANSPORTATION
LIMITED, WHEATLEY, ONTARIO

Per: *[Signature]*
[Signature]
[Signature]
[Signature]

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

Per: *[Signature]*
[Signature]
[Signature]
[Signature]

GENERAL RULES AND REGULATIONS GOVERNING THE ACTIONS OF ALL EMPLOYEES

These Rules and Regulations and the penalties to be charged for their violations are placed in effect with the approval of the Company and the Union so that all employees of the Company may know that Company Rules and Regulations are required of them in the conduct of general Company business.

Nothing in these Rules and Regulations shall deprive employees of the right to challenge a penalty through the regular grievance machinery. Existing Company rules and regulations shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply.

Nothing contained herein shall prejudice the right of the Company to institute additional rules and regulations which do not conflict with those contained herein, and in such case, thirty (30) days notice in writing, shall be given to the Union before application.

Should the Union disagree with the Company's application of the Rules and Regulations, the question may be referred to a meeting of the Joint Rules and Regulations Sub-Committee.

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.

1. ACCIDENTS

- (a) Accidents for which the employee is at fault, or, for which his action or lack of action is a contributory factor, will result in disciplinary action which may range from "Reprimand" to "Dismissal" according to the seriousness of the accident, the degree of negligence or carelessness and frequency of accidents.
- (b) Failure to report any accident as soon as possible will result in the employee being subject to dismissal.

2. EQUIPMENT

- (a) Tampering with tachograph, governor or other safety device:
Subject to dismissal.
- (b) Operating power equipment with radiator or grille covered or obstructing with unauthorized covering:
 - 1st offense: Subject to 3 days off
 - 2nd offense: Subject to dismissal.
- (c) Excess idling of equipment:
 - 1st offense: Reprimand
 - 2nd offense: 1 day off
 - 3rd offense: 3 days off
 - 4th offense: 1 week off

Subsequent offenses: Subject to dismissal.

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

1st offense: 1 day off

2nd offense: 3 days off

3rd offense: 1 week off

Subsequent offenses: Additional time off,
Subject to dismissal.

- (e) Intentionally operating equipment with tire pressure too low:

1st offense: Reprimand

2nd offense: 1 day off

3rd offense: 3 days off

Subsequent offenses: Subject to dismissal.

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

1st offense: Reprimand

2nd offense: 3 days off

3rd offense: 1 week off

Subsequent offenses: Subject to dismissal.

- (g) Failure to properly tarp cargo and equipment:

1st offense: 3 days off

2nd offense: 1 week off

- Subsequent offenses: Subject to dismissal.
- (h) Failure to keep cab free of all refuse while on duty:
1st offense: Reprimand
2nd offense: 3 days off
3rd offense: Subject to dismissal.
- (i) Failure to report mechanical defects in equipment, if known:
1st offense: 3 days off
2nd offense: 1 week off
Subsequent offenses: Subject to dismissal.
- (j) Unauthorized use of Company-owned motor vehicles:
1st offense: Subject to dismissal.

3. CONDUCT AND BEHAVIOUR

- (a) Consuming intoxicants while on duty or on the Company's property:
1st offense: Immediate dismissal.
- (b) Reporting for duty while under the influence of an intoxicant:
1st offense: Reprimand to one week off
2nd offense: Subject to dismissal.
- (c) Theft, dishonesty, or wilful damage, or failure to turn in monies collected:
1st offense: Immediate dismissal.
- (d) Discourtesy to a customer (subject to investigation):

1st offense: Reprimand
2nd offense: 1 week off
3rd offense Subject to dismissal.

(e) Mishandling or abuse of any Company equipment or property, excluding cargo (according to the degree of negligence or carelessness):

1st offense: Reprimand to 3 days off
2nd offense: 3 days to 1 week off
(after investigation)
3rd offense Subject to dismissal.

(f) Failure to obey instruction of authorized personnel (Names of persons in authority will be posted):

1st offense: Reprimand
2nd offense: Subject to dismissal.

(g) Flagrant disobedience of orders of authorized personnel:

1st offense: Subject to dismissal.

(h) Failure to make proper collections:

1st offense: Reprimand
2nd offense: 1 week off
3rd offense: Subject to dismissal.

(i) Failure to load or unload properly or mishandling freight:

1st offense: Reprimand
2nd offense: 3 days off
3rd offense: Subject to dismissal.

(j) Conviction resulting in the loss of driver's license while operating Company equipment:

1st offense: Subject to dismissal.

(k) On the first occasion of the loss of his driver's license an employee will not be discharged due to such loss. 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 seniority list for work preference and lay-off. When the employee regains his license, he will revert to his former position.

4. **REPORTS**

(a) Intentionally punching another employee's time card:

1st offense: Subject to dismissal.

(b) Deliberate falsification of time cards or trip reports:

1st offense: Subject to dismissal.

(c) Failure to report to Dispatcher at specified times when required to do so while on duty:

1st offense: Reprimand

2nd offense: Reprimand

3rd offense: 3 days off

Subsequent offenses: Subject to dismissal in aggravated cases.

5. DRIVING BEHAVIOUR

(a) Failure to follow routings as designated or instructed:

1st offense: 3 days off

2nd offense: Subject to dismissal.

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

1st offense: Reprimand

2nd offense: 3 days off

3rd offense: 1 week off

4th offense: Subject to dismissal.

(c) Unnecessary delays while operating Company vehicles:

1st offense: Reprimand

2nd offense: 3 days off

3rd offense: 1 week off

Subsequent offenses: Subject to dismissal.

(d) Deliberate tail-gating:

1st offense: Reprimand to 1 week off

2nd offense: Subject to dismissal.

(e) Carrying of unauthorized persons in Company vehicles:

1st offense: Subject to dismissal.

6. ATTENDANCE

(a) Absence in excess of three (3) successive working days without notification will be considered a voluntary quit.

(b) Failure to notify the Company not less than (1) hour

before regular starting time when unable to report for duty with a reasonable explanation:

1st offense: Reprimand
2nd offense: Reprimand
Subsequent offenses: Subject to dismissal.

(c) Reporting late for work without reasonable explanation:

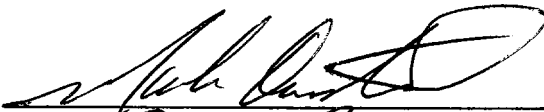
1st offense: Reprimand
2nd offense: 3 days off
3rd offense: 1 week off
4th offense: Subject to dismissal.


(d) Failure to report for duty after having been instructed to do so:

1st offense: Reprimand to 1 week off
2nd offense: Subject to dismissal.

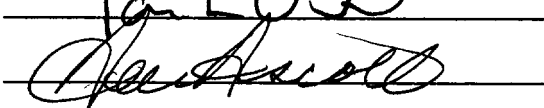
(e) Any employee absent due to illness must supply substantiating evidence satisfactory to management, when required.

FOR THE COMPANY

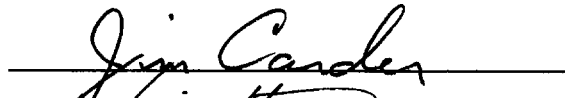


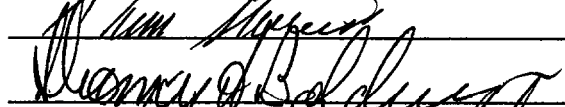


John L. O'Connell



FOR THE UNION





Thomas L. McPherson

IMPORTANT NOTE:

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

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

The fee for a withdrawal card is fifty-cents (50¢), plus any dues that may be owing.

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

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

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

ALWAYS

1. Attend your Union meetings,
2. Help new employees become acquainted with the agreement,
3. If you leave the employ of the Company, contact your Local Union office for a withdrawal card,
4. If you leave the employ of the Company, or, are laid off, register with the Local Union office, so that we may help you to find employment elsewhere.

"BE A GOOD UNION MEMBER"

LETTER OF UNDERSTANDING

The Company agrees to meet, once every three (3) months, with a Committee of two (2) employees, selected by the employees, to discuss matters of mutual concern.

DATED this 19th day of January, 1990.

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS, LOCAL UNION 880

OMSTEAD REFRIGERATED
TRANSPORTATION LIMITED of
Wheatley, Ontario, Canada

~~rd. [Signature]~~
~~[Signature]~~
~~[Signature]~~
Jim Carder
Thomas L. McMah
Thomas [Signature]

TS.
~~[Signature]~~
Jim Carder
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Jan [Signature]
Dennis [Signature]
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