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APPENDIX

- "A" Rates of Pay.....attached
 "B" Rules & Regulations.....attached

APR 29 1997

03454(08)

COLLECTIVE AGREEMENT

BETWEEN :

DONALD W. MURRAY MOVERS (1981) LTD.
and 472890 ONTARIO LTD.
(hereinafter called the "COMPANY")

- and -

TEAMSTERS LOCAL UNION NO. 879
Affiliated with the
International Brotherhood of Teamsters
(hereinafter called the "Union")

ARTICLE 1 - UNION RECOGNITION

- 1.1 The Company does hereby recognize the Union as the **exclusive** bargaining agent for all employees save and except foremen, those above **the** rank of foremen, **office** staff, sales staff, security **guards** and **office** janitors.
- 1.2 It is further agreed that the effective date of **this** Collective Agreement shall be the 15th day of May, 1996, and that **the** term **shall be** from this date to **the** 14th day of May, 1999.

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

ARTICLE 2 - UNION SECURITY

- 2.1 **It is** agreed that all Union **members** shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.
- 2.2 All employees hired **both** prior and **sub-**sequent 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 are paid, an amount equal to the Local Union's monthly dues for the duration of the Agreement **as** their financial contribution to the Local Union.

- 2.3 All employees hired, subsequent to the date of this Agreement, shall as a condition of the continued employment authorize the Company to deduct the amount equal to the Local Union's initiation fees in instalments of \$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 to the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.
- 2.4 (a) The Company agrees for the duration of this Agreement to deduct from the **last** pay cheque each month the monthly dues of **any employee** covered **by** this Agreement, and to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which **such** monies were deducted. The check-off list will include Social Insurance Numbers and names designated **by terminals** within the jurisdiction of each Local Union.
- (b) **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

along with the monthly dues **as** provided for above. Such notice of arrears served on the Company shall prescribe payroll deduction of not more than \$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 employer.

- (c) **The** Union will supply each Company with a supply of printed **check-off forms** which shall provide a column for Dues, Arrears of **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 check-off **along** with the starting date and the Company shall give an explanation **alongside the** name of each employee who appeared on the previous month's **check-off sheet** for whom a remittance **is** not made for any reason.

- (d) **The** Union will supply the Company with Initiation Deduction Authorization forms, Application for **Membership forms**, **Dues** Deduction Authorization forms and **Health & Welfare** enrolment forms **all** of which shall be signed by **all** new employees on the day of hire. It will **be** the responsibility of the Company to ensure that all completed Application for **Membership forms** and **Health & Welfare forms** are returned to the Union.

- (e) The deduction of Union **Dues** shall be made from every employee including, **but** not Limited to, probationary employees.

- (f) The check-off and cheques 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 check-off 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 and the Company will remit the cheque within seven (7) days of the receipt of the notification.
- 2.5 The Company **shall** show the yearly Union monthly dues deductions on employees' T4 slips.

ARTICLE 3 - MANAGEMENT FUNCTIONS

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

- 4.1 No **person** shall be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.
- 4.2 A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided he does not interfere with the normal operation of the Company.

ARTICLE 5 - STEWARDS

- 5.1 The Company acknowledges the right of the Union to appoint one (1) Steward for the employees.
- 5.2 (a) 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 the Union and the Company.
- (b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid for all time **spent** during the **proces-**sing of the grievance with the Company on the Company property or at any other place which is **mutually agreed upon by** both the Union and the Company.

- (c) The provisions as outlined in paragraph 5.2 (b) are not subject to daily call-in guarantee **as** outlined in Article 22.3 (c) or 23.2 (g), or the overtime provisions **as** outlined in Article 22.2 (e), 22.3 (a) or 23.2 (g). In no case shall payment to the Steward for time **used** in processing a grievance **be** extended beyond **Step 2** as outlined in 6.2 (b) of the Grievance Procedure.

 - (d) Should the Company find that **a** Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company **may** contact a representative of the Local Union and/or register a grievance commencing with Step 1 **as** outlined in this Agreement.
- 5.3 **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 shall not **be asked** to recognize **any** Steward until such notification from the Union **has** been received.
- 5.4 **The** Company will notify the Union by registered **mail** or telegram prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure **shall** render the dismissal or suspension null and void.

- 5.5 For the purpose of lay-off and the day-to-day allocation of work within his department, the Steward shall be established on the seniority list as "second man".
- 5.6 For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have access to trip sheets and time cards. Trip sheets and time cards will be made available immediately at the Head Office terminal during the office hours of the Company and at other terminals within three (3) working days.

ARTICLE 6 - GRIEVANCE PROCEDURE & ARBITRATION

- 6.1 A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined if necessary by arbitration. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps.

Grievances are to be discussed with Union Steward.

- 6.2 (a) STEP 1 - By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days for the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the griever, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retro-active claim for Health & Welfare, Pension, O.H.S.C. and O.H.I.P. premiums or the monies accruing from the Cost-of-Living Allowance, where such premiums, contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid-off employees claiming that they have not been recalled in line with the provisions of Article 8. The griever shall be accompanied by a Union Steward and if deemed necessary by the Union, shall also be accompanied by a Business Representative of the Union.
- (b) STEP 2 - Failing settlement at the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and General Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The General Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

- 6.3 In the event the Union or the Company has a grievance, **it** shall be the responsibility of the griever 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 General Manager or his designate and a duly accredited principal officer of the **Local** Union or his designate. Should the griever fail to reach a satisfactory settlement, the grievance must be submitted to a Board of Arbitration.
- 6.4 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 Article 6.2 (b) of the grievance procedure.
- 6.5 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 seven (7) calendar days after the **General Mana-**ger or his designate has rendered a decision or failed to render a decision as provided for in Article 6.2(b);
 - (b) a Company grievance within seven (7) **days** after the meeting with the Union Representative;
 - (c) a **Union** grievance within seven (7) calendar days after the meeting with the **Company's** representative.

A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's appointee to the Board of Arbitration and within seven (7) calendar days ~~from~~ the receipt of the notice of intent to arbitrate, the other party must in turn name their appointee. A third ~~member~~ to act as Chairman shall ~~be appointed~~ by the respective appointees. Should either party fail to name their appointee within the required seven (7) calendar days or should the appointees fail to select a Chairman within thirty (30) days from the date of their appointment, either party or their appointee shall request the Provincial or Federal Minister of Labour to make the appropriate appointment.

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

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

- 6.8 Each of the parties hereto will bear the expense of their appointee to the Board and the parties will equally bear the fees and the expenses of the Chairman.
- 6.9 The company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.
- 6.10 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.
- 6.11 Any employee covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or Business Agent.
- 6.12 A grievance once submitted in writing shall not be withdrawn when such withdrawal or settlement or such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

ARTICLE 7 - STRIKES, LOCKOUTS & PICKET LINES

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

- 7.2 The Company acknowledges the right of the employees to recognize and refuse to **cross** a picket line.
- 7.3 The Union recognizes the right of the Company to protect **its** business and the property of **its** customers.
- 7.4 Each party recognizing the rights of the **other** in this regard agrees that the Union will notify the **Company** of any strike or picket line activity 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.
- 7.5 In such cases, a meeting will **be** held in **order** to mutually agree on a policy. **In** the **event** that the Company and the Union cannot agree, each party reserves the right to take whatever action **it deems** necessary and appropriate.

ARTICLE 8 - SENIORITY

- 8.1 Seniority shall **be** Company wide and include all persons working **for** the Company.

- 8.2 The purpose of seniority is to provide a policy governing work preference, lay-offs and recalls.
- (a) In the event of a lay-off the Company shall consider:
- (1) the seniority of the employees;
 - (2) the qualifications of the employees; where the qualifications are relatively equal, the employee's seniority shall be the determining factor.
- (b) In all lay-offs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.
- 8.3 Seniority lists containing the name and starting date of employees will be prepared and posted in the Company premises every three (3) months with sufficient copies for Stewards and Business Agents. A seniority list containing names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

- 8.4 Employees **shall** be considered probationary until **placed** on the seniority **list**. Once an employee has **exceeded** sixteen (16) hours in any one work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary **basis** for **sixty** (60) working **days** during which period he **may be discharged** or disciplined without **recourse** to the grievance **procedure**. The employer may not discharge such **employee for the** purpose of forcing an additional probationary period. Upon completion of the sixtieth (60th) working day, the employee shall either be discharged or placed on the regular seniority **list** as of the date of commencement of his probationary **period**.
- 8.5 Employee⁸ promoted to supervisory positions or positions not subject to this Agreement **will** retain their seniority after promotion **for** a twelve (12) month period only. If **demoted for** any reason or if they voluntarily **request** reinstatement to their former **position**, the time **served** in the supervisory position shall **be** included in their seniority rating. **Such** employee **shall** forfeit any **and** all recourse to the grievance procedure **as** outlined in this Agreement should he subsequently be discharged in such a position beyond **the jurisdiction of this Agreement**. This Article to be applied only once for any employee during the **term** of this Agreement.

8.6 An employees 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 contract;
- (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 contact 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 the leave of absence:
- (e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (f) if an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive working months.

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

ARTICLE 9 - MERGERS

- 9.1 If the Company acquires by way of purchase or in any other manner the business or undertaking of any other employer and such operations **are merged**, the seniority of **all active** employees will be dovetailed including those employees who are **off** work due to sickness or injury. If the Company acquiring the business or undertaking **does not** require **all** the employees after the **merger**, lay-off will commence at the bottom of the dovetailed active seniority list, and such **employees will remain** on the active seniority list **for the purpose of recall**.

- 9.2 In the event any of the Companies affected by the merger have laid off employees prior to the merger the seniority of those ~~emp~~ employees on lay-off will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees preference will be given, subject to the recall provisions of Article **8**, first to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee ~~who~~ is on the inactive seniority list is recalled and reports for work in accordance with this Article his original seniority will **be** dovetailed with the seniority of the active employees.
- 9.3 In the event that the preceding paragraphs, in the opinion of either party, fail to provide adequate protection of seniority rights at the time of purchase, and merger, then the seniority of **the** employees in the combined operations shall be **determined** by Agreement between the successor Company **and** the Local Union or Unions concerned. If mutual agreement is not reached the conditions outlined in Article 9.1 and 9.2 will **apply**.

LEAVE OF ABSENCE FOR WORK
ARTICLE 10 - WORK WITH THE LOCAL UNION

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

ARTICLE 11 - EQUIPMENT

- 11.1(a) It is to the **mutual** advantage of both the Company and the employee that employees shall not **operate** vehicles which **are** not in a safe operating condition and not equipped with safety appliances required by law.
- (b) It shall be the duty of **employees** to report promptly in writing to the company all defects in equipment.
- (c) It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport regulations.
- (d) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of management.

- (e) The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.
 - (f) It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- 11.2 Drivers will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by management, unless the employee has been proven negligent.
- 11.3 It is agreed between the Union and the Company having regard for safety and the driver's health factor, that all power units will have adequate heaters, windshield wipers and washers, and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab the Company will make the necessary alterations to retain adequate heat. Defective windshield washers shall not be classified as a breakdown. Windshield wipers to be kept in proper working order at all times and cabs to be weatherproof. All new equipment put into use as of October 1, 1968 shall be equipped with west coast mirrors.
- 11.4 The Company must keep speedometers in proper working order and reasonably accurate.

- 11.5 **It is** agreed that bad order forms shall **be** supplied for the driver on which to report defects in equipment with sufficient copies **so** that **one** can be held available for the driver and so that the **office** of the Company **will** have a copy of this report on file. The mechanic will **sign** this **report** when repair work is **completed**. A bad **order form** when made out by the driver will be signed by a representative of that Company. **When** an unit is "Bad Ordered" **for** reasons that **make** the vehicle unsafe for use, it will **be** tagged and the keys removed and placed in the Maintenance Department along with the bad order report. **No** driver or Company representative **will** remove the tag until the repair work is completed.
- 11.6 The Company **shall** not compel **any** driver to **operate a vehicle in excess of the legal** load limits.
- 11.7 All **power** equipment and vehicle combinations shall have adequate braking systems.

ARTICLE 12 - MEDICAL EXAMINATIONS

- 12.1 **Any** medical examination requested **by** the Company shall be **promptly** complied with by all employees, provided however, that the employer shall pay for all such **exam-**inations. The Company reserves the right to select their own medical examiner or physician and the Union **may**, if in their opinion they think an injustice has been done an employee, have said employee re-examined **at** the Union's expense.

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

- (a) If an employee takes a medical examination during his normal working hours he shall be paid for the time involved and thus not lose any pay **as a** result of his taking **a** medical examination.
- (b) If a medical examination is taken after working hours, the employee shall be paid \$7.50 and shall in such cases receive at least three (3) days notice prior to the appointment with the doctor:
- (c) If a medical examination is taken during working hours, **one (1) days** notice will be given the **employee;**
- (d) A report of the examination will be made available to the employee through the doctor designated by the employee;
- (e) No employee shall be required to **take** a medical examination **on** a Saturday unless the employee so requests and does so voluntarily;
- (f) In the event the Company elects to have the employee examined in another city which is not adjacent to his home community he shall be supplied transportation to and from such city and paid at the regular hourly rate for the time involved.

ARTICLE 13 - UNIFORMS

13.1 **The Employer agrees** that if an employee is required to wear any kind of uniform as a condition of his continued employment, such uniform **shall** be furnished and maintained **by** the employer, free of charge, at the standard required **by** the employer. No employee **shall** be required to wear a uniform that **does** not bear **the** Union label. Before employees are requested to wear a uniform **by the Company**, the Union shall be consulted **as to** the type and standard.

ARTICLE 14 - EXTRA CONTRACT AGREEMENTS

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

NEW TYPES OF EQUIPMENT

ARTICLE 15 - AND CATEGORIES OF WORK

15.1 **When** new types of equipment or categories of **work** for which rates of **pay** are not established by this Agreement **are** put into use or effect, rates governing such **oper-**ations shall **be** subject to negotiations between the parties. In **such** 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 **categ-**ories of **work** were put into use or effect.

ARTICLE 16 - BULLETIN BOARDS

- 16.1 The Company **agrees** to permit posting of any notice 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 17 - LOSS & DAMAGE TO CARGO OR EQUIPMENT

- 17.1 Employees shall not be required to contribute financially for **loss** or damage to cargo or equipment.

ARTICLE 18 - GENERAL HOLIDAYS

- 18.1 The following General **Holidays** will be observed :

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

* Three floating holidays

- * The three (3) floating holidays are to be taken at a time mutually **agreed** between the employee and the Company.

- 18.2 When one of the observed General Holidays **falls** on a Sunday, the day proclaimed by the Federal or Provincial Governments shall be the **day** observed. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined below.
- 18.3 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 in the week in which the General Holiday occurs shall be paid ten (10) **hours** at their appropriate hourly rate for the above-mentioned holidays providing:
- (i) they have been in the employ of the Company sixty (60) working days;
 - (ii) they have not been **laid** off for a period longer than thirty calendar **days** prior to the holiday;
 - (iii) they have not been absent from work due to sickness or injury for **a** period longer than six (6) months prior to the holiday;
 - (iv) senior employees shall be **given** the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

- 18.4 General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid time and one-half their normal rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.
- 18.5 All night shift employees shall enjoy General Holidays in line with the following condition:
- (a) all holidays falling on a day other than Monday, the night of the holiday will be the General Holiday any hours worked between 6:00 a.m. the day of the holiday and 6:00 a.m. the following morning shall be paid at time and one-half the normal rate of pay in addition to the General Holiday pay.
- 18.6 Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.

ARTICLE 19 - VACATIONS WITH PAY

- 19.1 All employees including those employees working for Companies under Provincial jurisdiction with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Standards Code as of July 1965 or any subsequent amendment thereto.

- 19.2 Employees who have completed one (1) year of employment shall receive two (2) **weeks** vacation with pay.
- 19.3 Employees who have completed five (5) years of employment **by** November 30th in any year shall receive three (3) weeks vacation with pay; however, **if** an employee has **not** completed his five (5) years of employment when taking his vacation, the pay for the third week shall be delayed until **his** fifth (5th) anniversary date of employment.
- 19.4(a) Employees who have completed ten (10) years of employment by November 30th in any year shall **receive** four (4) weeks vacation with pay; however, if an employee has not completed his tenth (10th) year of employment when taking his vacation, the pay for the fourth **week** shall be delayed until his tenth (10th) anniversary date of employment.
- (b) Employees who **have** completed twenty (20) years of employment by November 30th in any year shall receive five (5) **weeks** vacation with pay; however, if an employee has not completed his twentieth (20th) year of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his twentieth (20th) anniversary date of employment.

- 19.5 Vacation pay for those enjoying two (2) weeks vacation, three (3) weeks vacation and four (4) weeks vacation and five (5) weeks vacation with pay annually, shall be calculated at four percent (**4%**), **six** percent (6%), eight percent (8%) and ten percent (10%) respectively of their total earnings for the year previous to their vacation.
- 19.6 Employees who have qualified for **two** (2), three (3), four (4) or five (5) weeks vacation and who sever or have severed their employment after they have become qualified for two (2), three (3), four (4) or **five (5)** weeks vacation as the case may be shall receive at the date of the severance, or as soon **as** reasonably possible thereafter, vacation pay computed at the rate of 4%, 6%, 8% or 10% respectively of their earnings since the termination of their last computed vacation **pay**.
- 19.7 Vacation pay will be computed at the rate of 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 percent (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. **This** provision shall not apply to employees who sever or have their employment severed.

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

Summer vacation periods shall be May, June, July, August and September inclusive.

- (a) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation period.
- (b) It shall be compulsory for all employees to take their vacations during the calendar year in which they qualify for such vacations.
- (c) Vacation pay and General Holiday pay will be considered as earnings.
- (d) Employees while on vacation cannot be called into work.

ALLOCATION & HOURS OF WORK
ARTICLE 20 - CITY & DOCK EMPLOYEES

- 20.1 The Company **shall** have the authority to allocate **the** work to personnel having due regard to seniority and qualifications and where qualifications are relatively equal, seniority shall be the determining factor.
- 20.2(a) Effective May 15, 1990, any hours worked at the hourly rate in excess of eight (8) hours per day *or* forty (40) **hours per** week as outlined in Article 20.3 (a) shall be **paid for** at time and one-half the employee's regular hourly pay. **The** intent of this paragraph is to provide overtime pay on any day if an **employee** works in excess of eight (8) hours per day and payment of overtime rate on any hours worked in excess of forty (40) hours **per** week, but shall not entitle the **employee** to duplicate **the** overtime hours in any pay period.
- (b) **All work** performed on a Saturday or a Sunday **will** be paid **for** at time and one-half the employee's regular hourly rate.
- (c) **All hourly rated employees will** be allowed a coffee break not in excess of fifteen (15) minutes **without** loss of pay in the first half shift and a coffee break **not** in **excess** of fifteen (15) minutes without **loss** of pay in **the** second half shift.

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

- (d) A Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of his previous shift.

If the Company's operation is interrupted by a severe snowstorm, the above provisions do not apply to those terminals directly affected and in the event that an employee is called and reports to work, he will be guaranteed four (4) hours pay. For terminals where a storm does not directly affect operations and a dispute develops, the dispute shall be resolved through the grievance procedure.

- (e) Employees shall not take more than one (1) continuous hour for meals. However, should the taking of a full continuous hour for meals cause additional waiting time, the Company may request the employee to take not less than thirty (30) minutes. No employee shall be compelled to take more than one (1) continuous hour for meals and the meal period shall be between the fourth (4th) and sixth (6th) hours.

20.3 (a) Effective **May 15, 1990**, the normal work day shall be eight (8) hours and **the** normal work week shall **be** forty (40) hours. All hours worked at **the** hourly rate in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at one and one-half the normal rate of pay.

(b) ~~Inhere~~ the Company has overtime work to **be performed**, such work shall **be** allocated to qualified personnel in **the** following manner:

(1) to the senior available **employee** on duty who **is** willing to perform such work.

(2) when no one **is** available under (1) or in the event additional personnel **are** required off-duty employees will be called in order of seniority provided **they** are willing to perform the work.

(c) Employees covered by this Agreement called in for work **shall** be guaranteed not less than four (4) hours pay. On **Saturday**, **the** guarantee shall **be** four (4) hours at time and one-half the employee's regular hourly rate.

Employees **called** into work shall **report** to **work** within one (1) hour of receiving a **call** from dispatch.

- (d) Effective ~~My~~ 15, 1990, all call-backs which will require employees to **work** over eight (8) hours in twenty-four (**24**) hours shall be paid for at the rate of time and **one-half** the employees regular rate of pay. There shall be a minimum call-back guarantee of two (2) hours pay at time and one-half the regular rate.

A call-back will be defined as any call to work that is not in concert with Article 20.2 (d) or 26.1 (b) and does not include those employees whose shifts are changed as agreed to in Article 26.

- (e) when General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays as outlined in Article 18.3. All time paid for employees called in on a General Holiday shall be paid at one and one-half the regular rate, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.
- (f) On Saturday operations, the Company shall assign the **work** available to employees in accordance with their seniority and qualifications.
- (g) When a highway driver is required to find **his** own sleeping accommodation, the Company agrees to pay all bonafide room receipts up to a maximum of forty-five dollars (\$45.00).
- (h) Drivers who are required to lay over and **sleep** away from home will receive a total of seven **dollars** and fifty cents (\$7.50) per **sleep** meal allowance.

- 20.4 Any driver driving a straight truck requiring a class "A" license will be paid the full tractor trailer rate.
- 20.5 Should the Company needs necessitate a change to a seven (7) days work week, this change will not occur until it has been approved by the driver committee.

ARTICLE 21 - JOB OPENINGS

- 21.1 When openings on types of equipment occur at any time, qualified employees in the department in which the openings occur shall be given preference in accordance with their seniority. **This** shall not be interpreted to give an employee the right to move from one truck to another, nor to give an employee a preference to bid on a new truck, but is intended to give an employee an opportunity to progress from straight truck to tractor-trailer equipment.
- 21.2 When job openings occur in any department coming within the scope of this Agreement such openings will be posted on the Bulletin Board for seventy-two (72) hours, Saturday, Sunday **and General** Holidays excluded and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their departmental seniority. **The** senior qualified employee(s) from any other department bidding on the remaining vacancies will **be** placed in the new department at the bottom of the seniority list for work preference.

- 21.3 Jobs that are posted for periods of time cannot be bumped in case of lay-offs until term is finished.

ARTICLE 22 - PAY PERIOD

- 22.1 The interval between pay days shall be no longer than two (2) weeks, and in the event that the Company changes from one (1) week pay period to a two (2) week period, three (3) clear months notice shall be given by the Company. Advances shall be made to employees on request to assist during the adjustment period, and such adjustment period shall not exceed three (3) months. All exchange costs on cheques to be paid for by the Company. At the time that an employee receives his pay cheque, the Company shall not retain possession of more than one (1) week's accrued wages except by agreement of the employees, expressed, if necessary, by a majority vote of the employees affected.
- 22.2 The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday.
- 22.3 Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifteen dollars (\$15.00) will be paid immediately.

ARTICLE 23 - STUDENTS

23.1 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 this Agreement. They shall pay to the support of the Local Union the amount of the monthly dues which **shall** be checked **off** but no other provisions of this Agreement shall **apply**. They shall not interfere with seniority rights and **job** conditions of full time employees. The Company shall indicate on the check-off form if such an employee is a student.

ARTICLE 24 - PART-TIME HELP

24.1 Part-time help shall be defined as any **person** working sixteen (16) **hours** or more in any week.

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

- (a) Laid-off employees shall be given **the** first opportunity for part-time work and they will be entitled to the daily call-in guarantee.
- (b) Part-time help exclusive of laid-off regular employees, **shall** receive the same minimum **scale** as regular employees but are not otherwise covered by the terms of this Agreement.

- (c) Part-time help shall not **be** used on a shift **or** starting time to deprive regular employees of their normal hours of work.
- (d) Where the Local Union establishes that part-time help **is** being used where a regular employee **could** be gainfully employed, the Company shall replace part-time people with one **or** more regular probationary employees.
- (e) Where the Local Union feels that there **is** a violation of the intent in the application of the above clauses, the Company will **meet** to discuss the problem with **the** Local Union. If no amicable solution can be reached, the grievance shall be submitted to the Joint Grievance Committee **as** in Article 6.

ARTICLE 25 - PIGGY-BACK OPERATIONS

- 25.1 It is agreed that piggy-back services will not be used by any Company except to move loads in excess of the number which can be handled by the regular highway drivers, loads which are overlength, overheight and overweight loads which cannot be reduced to the legal load limit.
- 25.2 Where loads to cover **all** highway drivers have been assigned to the highway department and the Company has moved any excess loads by piggy-back, it will not be cause **for** grievance if through circumstances beyond the control of the Company a trip that had been assigned **fails** to materialize.

ARTICLE 26 - HIRED CITY EQUIPMENT

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

- (a) The Company shall not lease or hire outside equipment to perform city pick-ups and deliveries unless all available and roadworthy equipment of the Company is in use. In the event the above condition is met, and the Company utilizes leased or hired equipment, such equipment shall in all cases be operated by employees of the Company provided such employees are available. The Company shall not subcontract pick-up and delivery operations except when all available employees have been given the opportunity to perform available work and after the Local Union has been given the opportunity to provide extra help. When such work is subcontracted preference will be given the firms having a Collective Agreement with the Teamsters Union.

- (b) When hired trucks are required in conformity with the above condition they will not be used prior to 10:00 a.m. unless all employees on shifts starting at 10:00 a.m. or before are given the opportunity of commencing work before hired trucks.

- (c) In the event the Company **fails** to comply with the requirements outlined in Article 26.1 (b) the employees referred to therein will be entitled to payment for the **time** between the commencement of their **shift** and **that** of the hired truck in **addition** to their regular shift.
- (d) Where a Company **and** Local Union have mutually **agreed** to conditions relating to the use of hired trucks different to those **outlined** above such conditions will be maintained and cannot be changed **unless by** mutual consent.
- (e) Where the Local Union **feels** that **there is** a violation of the intent in the application of **this Article**, the Company will **meet** to discuss the problem with the Local Union. If no amicable solution can **be reached**, the grievance shall be submitted to the Joint Grievance Committee **as** outlined in Article 6.

ARTICLE 27 - BROKER OPERATIONS

- 27.1 A broker is a subcontractor who leases equipment to a Company and employs drivers to operate such equipment or drives it himself.
- 27.2 In the event the Company introduces or extends broker operations **over** those presently in **effect**, **it is** agreed that none of the highway drivers **employed by** the Company will be laid **off** from the highway department as a direct result of the introduction or extension of broker **operations**.

- 27.3 A Company introducing or extending broker operations will give to the qualified drivers of its Company, in order of seniority, at the time of the introduction or extension of the broker operation, the first opportunity of subcontracting to become a broker.
- 27.4 In the event the Company increases or introduces brokers on runs or operations co-mingled with Company employees, the Company agrees to guarantee the number of highway jobs in the highway department at the time of hiring of such brokers and will add one (1) regular highway driver for every two (2) brokers so engaged. Such brokers will be dispatched in accordance with their date of engagement and in line with the dispatch procedure established in this Agreement and will not be dispatched ahead of a Company highway driver who has a starting date prior to the broker's date of engagement. In the event of a shortage of work which necessitates a lay-off, brokers and regular highway drivers will be laid off on a "last on - first off" basis.
- 27.5 The Company agrees to remit to the appropriate Local Union(s) an amount equal to the Local Union(s) dues for every broker operating for the Company.
- 27.6 The Company agrees, in line with the Agreement covering brokers, that they will not allow a broker to perform hourly rated work including the P. & D. of freight in a manner which would deprive regular hourly rated employees of the Company of their regular hours.

27.7 Nothing in the **above** paragraphs will be constructed in **such** a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing to rules governing a broker operation other than those outlined **above**. However, if there **is** not mutual agreement, the rules set out herein will apply.

ARTICLE 28 - HEALTH & WELFARE - PENSION

28.1 The Company **agrees** to **pay** one hundred percent (100%) of the cost of O.H.I.P. (Ontario Health Insurance Plan), and any increase thereto, for each employee, whether **single** or married.

To **be** eligible **for** payment, an employee must :

- (1) have **been** in the employ of the **company** for thirty **working** days;
- (2) **have** not been laid **off** for a period longer than forty-five (45) calendar days;
- (3) have not been absent from **work** due to sickness of injury **for** a period longer than **six** (6) months.

28.2 The Company **agrees** to provide Health & Welfare coverage equivalent to the Teamsters Local No. 879 Health & Welfare Plan, to be upgraded to the latest schedules and benefits along with any changes of such benefits as they occur. Update eye glass prescription. **DENTAL** : current O.D.A. Schedule of Fees. Nine (9) month waiting period.

The Company and the Insurance Carrier (Canada Life) will be responsible for keeping the Union informed of same.

For the duration of this Agreement, to qualify for Health & Welfare benefits an employee must work a minimum of thirty (30) **hours per week.**

28.3 The Company shall contribute to the **priv-ate** pension plan set up by the employees, a total of one percent (1%) of the drivers gross wages.

ARTICLE 29 - GENERAL

29.1 All employees **must** be given dated receipts for **all monies** turned into the Company.

29.2 Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within thirty (30)

days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employees.

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

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

29.3 In the event of a death in the immediate family, (father, mother, wife, son, daughter, sister, brother, step-parents, mother-in-law, father-in-law, employee's grandparents, spouse's grandparents, stepbrother, stepsister) an employee will be given the necessary time off to attend the funeral and will be paid three (3) days at the applicable rate providing that the period between the day of death and the funeral are working days. If more time is required for any reason relating to the death, leave of absence will be granted.

- 29.4 In the event of legislation begin enacted **subsequent** to the signing of this Agreement invalidating the application of any Article or Appendix thereto, the relative section only to this Agreement shall **be** nullified.
- 29.5 (a) It is agreed that employees handling hazardous material shall be supplied by the Company with all necessary equipment/ rubber clothing, **goggles**, etc./ to protect **the** employee's person. No employee shall be compelled to **wear** hard hats or **safety** glasses that have been **used** by other persons unless these **items** have been properly sterilized.
- (b) Shunters, dockmen, drivers and yardmen requested to **work** in the terminal yard or other shunt operations in inclement weather will be provided with protective rainwear.
- (c) Whenever employees are **required** by the Company or by an Government **agency** to wear safety shoes or boots, the Company shall supply the employees so required with one **(1)** pair of safety shoes or boots per year. Such safety shoes or boots shall be of a type and quality, the standard for **which** shall be set and adhered to by all Companies party too this Agreement. ~~Where~~ employees furnish medical evidence **of** inability to wear the standard safety shoes or boots, the Company agrees to contribute the equivalent cost of a standard safety **shoe** towards the cost of special footwear.

- 29.6 The Company agrees to provide clean, sanitary and adequate appointments with respect to washrooms **and all** rooms **be** provided with fire exits as required by law and adequate heat.
- 29.7 The Company shall **pay** the prevailing hourly rates to all employees compelled to attend Company meetings.
- 29.8 If an employee is called and is required to serve on **jury duty** or **as** a crown witness on his normal working day, **the** Company agrees to **pay** the equivalent of an eight **(8)** hour day at straight time, less the amount of jury duty pay **received**, for hourly rated employees and ten (10) hours **per** day for highway drivers.
- 29.9 The Company agrees to **show** on the employee's pay cheque or statement attached thereto, the number of **miles** and the amount earned, **the** number of regular hours **worked** and the amount earned, the number of overtime hours and the amount earned and any amount remitted on the employee's behalf for Pension purposes. **Any** Company that is **supply** presently, additional information over and above that **listed** above, will continue to **do** so. If the Company changes a time card or trip report, **the** Company agrees to notify **the** employee in writing of such **change as** soon as possible and no later than by pay day.

- 29.10 Where the Company requires an employee to take further training, the employee will be paid for all time spent in training.
- 29.11 Employees who are discharged will have their discharge confirmed in writing and their pay will be mailed by registered mail to their last known address within twenty-four (24) hours from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following day.
- 29.12 The Company shall supply and maintain proper safe dock plates.
- 29.13 If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full days wages for the day of his injury providing he is not receiving compensation pay for that day and the Company shall supply suitable transportation to a hospital or doctor and thence to his residence.
- 29.14 No driver shall be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar.

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

- 29.15 No employee shall be penalized if he refuses to work under conditions which **make** work hazardous or under conditions contrary to the Industrial Safety Act, the Ontario Safety Act or the Canada Labour Safety Code, whichever is applicable.
- 29.16 Appendices "A" and "B" form part of this Collective Agreement.
- 29.17 The Company will install a time clock to record employees time.
- 29.18 The Company will supply a carpet boom and cart.
- 29.19 A Committee will be set-up and will meet on a quarterly basis to discuss and resolve various issues of concern.
- 29.20 Should the Company wish to run to the U.S.A. on a permanent basis and change the hourly rate to mileage and hourly rates, the Company will have the right to do so under negotiable rates approved by the drivers.
- 29.21 Management and mechanics are not to drive trucks on pickups or otherwise, except in an emergency situation where all drivers are working, excluding lay-offs.

ARTICLE 30 - MAINTENANCE OF STANDARDS

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

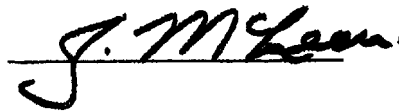
ARTICLE 31 - DURATION

31.1 The term of this Agreement shall be from May 15th, 1996 to May 14th, 1999. This Agreement shall be binding upon the parties hereto, their successors, administrators/ executors and assigns.

FOR THE COMPANY:
DONALD W. MURRAY
MOVERS LIMITED



FOR THE UNION:
TEAMSTERS LOCAL
UNION NO. 879



APPENDIX "A"

RATES OF PAY

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>Effective:</u>	
	<u>May 15/96</u>	<u>May 15/97</u>
Class "A"		
Licensed Vehicles	\$ 14.37	\$ 14.66
Class "D"		
Licensed Vehicles	13.82	14.10
Licensed Helper	12.61	12.86
Unlicensed Helper	9.54	9.73
Warehouse & Dock Workers	12.61	12.86

PROBATIONARY & PART-TIME WORKERS

Class "A"	10.61	10.82
Class "D"	9.54	9.73
Class "G"	8.47	8.61

HOURLY RATES OF PAY

Effective:

<u>CLASSIFICATION</u>	<u>May 15/98</u>
Class "A" Licensed Vehicles	\$ 15.02
Class "D" Licensed Vehicles	14.45
Licensed Helper	13.18
Unlicensed Helper	9.97
Warehouse & Dock Workers	13.18

PROBATIONARY & PART-TIME WORKERS

Class "A"	11.09
Class "D"	9.97
Class "G"	8.85

APPENDIX "B"

RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the Employee's record after two (2) years.

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

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

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

1 - PASSENGERS

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

2 - 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/or frequency of accidents. However, the driver will be absolved of blame if the accident is proven to be caused by mechanical failure, and the Company will then be responsible for wages and expenses if the driver involved is required to appear in Court relating to the accident.

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

- (c) Failure to report all accidents as soon as possible in accordance with the Company posted instructions will result in the employee being subject to dismissal.

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

3 - EQUIPMENT

- (a) Tampering with **tachograph**, governor or other safety devices:

1st offense - 1 week off
2nd offense - subject to **dismissal**

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

1st offense - reprimand
2nd offense - 1 day off
3rd offense - 3 days off
subsequent **offenses** - subject to dismissal

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

1st offense - reprimand
2nd offense - 1 day off
3rd offense - 3 days off
subsequent offenses - subject to dismissal

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

1st offense - 1 day off
2nd offense - 3 days off
subsequent **offenses** - subject to dismissal

(e) Unauthorized use of Company motor vehicles:

- 1st offense - reprimand to 3 days off
- 2nd offense - subject to dismissal

(f) Failure to report negligent damage to all equipment, cosmetic damages to trucks, trailers, warehouse, forklift:

- 1st offense - **3 days** off
- 2nd offense - subject to dismissal

4 - CONDUCT AND BEHAVIOUR

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

- 1st offense - subject to dismissal

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

- 1st offense - reprimand to 1 week off
- 2nd offense - subject to dismissal

(c) Theft, or wilful damage:

- 1st offense - subject to dismissal

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

- 1st offense - reprimand
- 2nd offense - 1 day off
- 3rd offense** - 3 days off
- 4th offense - subject to dismissal

(e) Deliberate disobedience of orders of authorized personnel:

- 1st offense - subject to dismissal

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

(g) Written letters on behaviour or conduct received from a customer:

- 1st offense - 3 days off
- 2nd offense - subject to dismissal

5 - REPORTS

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

1st offense - subject to dismissal

6 - DRIVING BEHAVIOUR

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

1st offense - reprimand

2nd offense - 1 day off

3rd **offense** - **3 days** off

4th offense - subject to dismissal

7 - ATTENDANCE

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

1st offense - reprimand

2nd offense - reprimand

3rd offense - subject to dismissal

- (b) Reporting late for work without a reasonable explanation:

1st offense - reprimand
2nd offense - 1 day off
3rd offense - 3 days off
4th offense - subject to dismissal

8 - FREIGHT

- (a) Incorrect counting of freight by employees
- picking up and delivering:

1st offense - 3 days off
2nd offense - 1 week off
3rd offense - subject to dismissal

Counting freight: offense to be removed from employee's record yearly.