

SOURCE	Union		
EFF.	93	02	01
TERM.	96	01	31
No. OF EMPLOYEES	26		
NOMBRE D'EMPLOYÉS	26		

OFFICE EMPLOYEES' COLLECTIVE AGREEMENT

BETWEEN

ACL AUTOMOBILE CARRIERS LIMITED

(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

AND

TEAMSTERS UNION LOCAL 938, AFFILIATED WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS

(HEREINAFTER REFERRED TO AS THE "UNION")

OCT - 7 1993

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ARTICLE 1 - RECOGNITION

- 1.01 ACL Automobile Carriers Limited recognize the Teamsters Union Local 938 as the sole collective bargaining agent for all their office employees save and except foremen, dispatch supervisors, driver supervisors, yard managers, management trainees, assistant terminal managers, persons above the rank of assistant terminal manager, janitors, watchmen, students employed during the school vacation period, executive secretary and per diem employees.
- 1.02 (a) Employer personnel excluded from the bargaining unit shall be posted by name and title on a bulletin board so that the employees in the bargaining unit will be knowledgeable of same and the union office will be provided with a copy of such posting.
- (b) Employer personnel excluded from the bargaining unit shall not perform work regularly performed by bargaining unit personnel to the extent that it causes the lay off of any bargaining unit employee.
- 1.03 It is agreed that neither party to this agreement shall enter into any agreement or contract with employees which conflicts with the terms and provisions of this agreement.
- 1.04 The union as well as all members thereof agree at all times as fully as it can be in their power to further the interest of the automobile transporting industry and of the employers.

ARTICLE 2 - UNION SECURITY

2.01 All employees under the scope of this collective agreement shall, as a condition of employment, become members of the union and authorize the employer on a form provided by the union to deduct from the first pay of each month the union's monthly dues and remit such amounts to the head office of the appropriate local union. The employer shall send a list of names, which shall include Surname and Christian name of those employees from whom such deductions have been made and the names of those employees for whom deduction was not made for the first time, including all reasons why employees have not been so deducted, not later than the 10th day of the month following the month in which such deductions are made. The union will supply the employer with "Application for Union Membership, Union Deduction Authorization" forms which shall be completed by all employees prior to the commencement of employment and the employer will forward the completed membership cards to the appropriate local union as notification of employment.

2.02 Unless the employer is otherwise notified by the appropriate local union prior to the completion of the employee's probationary period, and employee shall, as a condition of continued employment, authorize the employer to deduct an amount equal to the local union's initiation fee in instalments of \$25.00 (twenty-five dollars) per month after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The employer agrees to remit such monies so deducted to the head office of the appropriate local union along with a list of the employees for whom the money was deducted at the same time as the union dues are remitted. The union will notify the employer in writing of any arrears in regular monthly dues or initiation or re-initiation fees and the employer will, the following pay period, commence deductions in amounts prescribed by the local union in such written notice and forward such money to the appropriate local union along with the monthly dues provided for above.

If an employee is absent and has not sufficient pay to his credit, his union dues shall accumulate and shall be deducted upon his return to work, not to exceed one month's dues per week unless otherwise notified in writing by the local union.

ARTICLE 2 (Cont'd)

5.

2.03 The employer shall show the annual union monthly dues deductions on the employees' T-4 slips.

ARTICLE 3 - STEWARDS

3.01 The employer recognizes the right of the union to appoint one steward and, if operations are such as cannot be covered by one steward, additional stewards may be appointed.

3.02 The union shall inform the employer in writing of the names of the stewards and of subsequent changes in the names of the stewards. The employer shall not be required to recognize any of the above until such notification from the union has been received.

3.03 Should there be any cause to suspend or discharge a steward, the employer shall, in every case, notify the local union and the steward in writing so that the local union is in receipt of such notification before such suspension or discharge.

ARTICLE 4 - MANAGEMENT FUNCTIONS

The union recognizes that the employer 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.

- 5.01 (a) A grieving employee must present a grievance in writing, dated and signed, with a statement of the facts complained of to the Office Manager or an official of the employer. No grievance will be considered by management if it is not received within five (5) working days from the date of the violation or five (5) working days from the date the alleged violation became known to the griever.
- (b) The duly authorized representatives of both parties shall meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or alleged violation of this agreement. These representatives shall attempt to resolve such differences,
- (c) In the event the union or the employer has a grievance, it shall be the responsibility of the griever to advise the other within five (5) working days of the alleged violation of the agreement and by such notification arrange a meeting within a further five (5) working days between the General Manager or his designate and a duly accredited principal office of the local union or his designate. Should the grieving party fail to reach a satisfactory settlement, the final settlement shall be referred to a Board of Arbitration.
- (d) If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to an Arbitration Board consisting of three (3) members - one (1) designated by each of the parties and a third designated by those two (2). The decision of a majority of this Board shall be final and binding upon the parties hereto. The compensation of the third member shall be borne equally by the employer and the union. If the two (2) cannot agree on a third party, the appropriate Minister of Labour shall be asked to appoint a Chairman.
- (e) 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, Where an Arbitration Board finds that the employer has violated the agreement and such violation has resulted in loss of earnings for the employee or employees concerned, such Arbitration Board shall have the right to direct compensation for such employee or employees.

- (f) Any employee when called into the employer's office for any discussions concerning disciplinary actions or a grievance may, upon request, be accompanied by a steward and/or a business agent.
- (g) Officers of the local union and/or business representatives shall be allowed, upon notification, to enter the employer's premises to deal in the administration of the agreement providing they do not interfere with the normal operation of the employer,
- (h) All monetary grievances that are mutually agreed upon shall be paid the following pay day by separate cheque.
- (i) If, at any time during the above mentioned steps, the grievance has not been processed by the griever, his representatives or agents in accordance with the time limits as prescribed, the grievance shall be deemed to have been withdrawn.

5.02 The employer shall not discipline an employee without prior warning unless the circumstances justify immediate discharge and shall not impose disciplinary penalties which are unreasonable *or* unjust. In the event of a claim that any employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the grievance and Arbitration procedure provided in this agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

6.02 It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a legal picket line, providing the local Union notifies the Company, in writing, that a legal strike is in progress.

7.01 Seniority shall be terminal wide. The employer shall prepare a terminal seniority list (including classifications} upon the signing of this agreement. One (1) seniority list for Oshawa and one (1) seniority list for Windsor. One (1) copy of such list shall be furnished to the appropriate local Union and one (1) copy shall be posted in a conspicuous place in the appropriate terminal. Employees hired after the signing of this agreement shall be placed on the seniority list after the completion of a thirty (30) calendar day probationary period. Seniority lists shall be prepared and posted with a copy to the appropriate local every six (6) months after the signing of this agreement.

7.02 In all layoffs and recalls, the employer shall consider the seniority of the employees within their job classification within the terminal and their ability and qualifications to perform the work required. If the ability and qualifications expressed above are relatively equal, then this seniority shall be the determining factor.

When an employee is to be recalled after layoff, the employer shall notify such employee by registered mail sent to the last address given to the employer by the employee. The employee shall report back to work no later than seven (7) calendar days after notification by registered mail addressed to their last known address.

Unless the employer otherwise agrees in writing to a further period of time, failure of employees to comply with the above conditions is cause for their immediate termination from employment as provided in Article 7.05 (c).

7.03 In filling a job vacancy, the employer shall consider the seniority of the employees within the terminal and their ability and qualifications to perform the work required. If between two (2) or more employees their ability and qualifications expressed above are equal, then seniority will be the determining factor.

7.04 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 employer and mutually agreed to.

It is understood that maternity leave of absence shall be granted in compliance with the Canada Labour Code.

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

- (a) If the employee voluntarily quits;
- (b) If the employee is discharged and is not reinstated pursuant to the conditions of the complaint and grievance procedure as provided in this agreement;

NOTE: The discharge of a probationary employee shall not be subject to the grievance procedure.

- (c) If the employee has been laid-off and fails to return within seven (7) calendar days after being notified by the employer to do so by registered mail addressed to the employees last known address;

NOTE: It shall be the employee's responsibility at all times to keep the employer informed as to their home address.

- (d) If an employee overstays a vacation or a leave of absence granted by the employer without securing an extension in writing of such vacation or leave of absence;
- (e) If an employee accepts employment other than that agreed upon between the employer and the union while on a leave of absence;
- (f) If an employee is absent from work for more than three (3) consecutive shifts without prior authorization from the employer, without a reason acceptable to the employer or due to circumstances beyond the employee's control;

NOTE: It is agreed that seniority shall not be lost hereunder if an employee is absent due to bonafide illness or injury provided the employer is notified as soon as possible and such illness or injury is properly medically documented.

ARTICLE 7 (Cont'd)

10.

- 7.05 (g) If an employee is laid-off for a period in excess of twenty-four (24) consecutive months.

ARTICLE 8 - GENERAL

- 8.01 The employer agrees to permit posting of any notice of union meetings OR union bulletins or functions on a bulletin board conspicuously placed and provided for that purpose, The employer shall have the right to approve all notices before posting except those dealing solely with the union meetings.
- 8.02 Employees shall be paid by cheque on the Thursday following the completion on the weekly pay period. If a General Holiday falls on a Friday, the employer will make every effort to deliver the pay by Wednesday. Payment for overtime worked may be delayed one (1) additional week.
- 8.03 Company will provide self-contained, clean, sanitary and properly ventilated washrooms and lunchrooms at all domiciles.

9.01 For dispatchers, and dispatch, and maintenance clerks, the standard work week shall be composed of forty (40) hours per week on the basis of five (5) consecutive days of (8) hour shifts. The first shift of each week shall commence no later than Monday midnight.

All hours worked in excess of eight (8) in any one (1) shift or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half the regular hourly rate.

The call-in guarantee for dispatchers and dispatch and maintenance clerks shall be eight (8) hours. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness.

9.02 Employees working shifts at the Oshawa Central Dispatch, Gen-Auto or Windsor office shall be entitled to rotate shifts at their particular location. The method of rotation shall be set out in a memorandum agreed to by the parties. A shift premium of forty-five (\$0.45) cents per hour will be paid for all hours worked on shifts except those shifts starting between eight (8) a.m. and noon inclusive.

Shifts arranged by the parties and set out in the memorandum will not be changed without one (1) weeks notice by the Company,

This does not prohibit the employer from assigning work at overtime rates before or after an employee's regular shift to cover vacancies created by sickness and other such emergencies.

9.03 (a) For the office employees of Automobile Carriers Limited the standard work week shall be composed of thirty-seven and one-half (37.5) hours per week on the basis of five (5) consecutive days of seven and one-half (7.5) hour shifts, Monday to Friday.

All hours worked in excess of seven and one-half (7.5) hours in any one (1) day or thirty seven and one-half (37.5) hours in any one (1) week shall be paid at the rate of time and one-half the regular hourly rate.

The call-in guarantee for general clerical employees of Automobile Carriers Limited shall be seven and one-half (7.5) hours. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of lateness.

- 9.03 (b) Office employees shall receive a shift premium of forty-five (\$0.45) cents per hour for all hours worked on shifts except those shifts starting between eight (8) a.m. and noon inclusive.
- 9.04 Employees not working on shifts shall be allowed fifteen (15) minutes paid rest period in the first half of their shift and a fifteen (15) minute paid rest period in the second half of their shift. Unless otherwise agreed by the parties these employees shall be allowed on half hour without pay for lunch which shall be taken between the third and fifth hour of their shift.
- 9.05 In a week in which general holidays occur, the work week shall be reduced by the number of hours paid for each such holiday. All hours worked during the week in excess of the regular hours so reduced shall be paid for at the rate of one and one-half times the regular hourly rate.
- 9.06 There shall be no duplication or pyramiding of provisions or pay under this agreement. Where two (2) or more provisions respecting premium pay apply, the highest will be paid.
- 9.07 All employees shall receive seven (7) calendar days notice of layoff or one (1) weeks pay in lieu thereof.
- 9.08 Excluding the dispatch classification, overtime beyond the regular work week shall be offered out in order of seniority among qualified employees who normally perform the work with the payment of time and one-half the regular rate of pay for authorized Saturday work and double the regular rate of pay for authorized Sunday work on Saturday and Sunday of four (4) hours.
- 9.09 The dispatch classification shall be paid time and one-half for authorized work performed on Saturday and call-back work, double time for authorized work on Sunday with a call-in guarantee of four (4) hours in each situation, The above premium shall not apply to those hours worked by an employee on a regular shift commencing on Sunday on or after 10:00 p.m.

ARTICLE 10 - WAGES AND CLASSIFICATION

13.

10.01 Automobile Carriers Limited agrees to pay and the union agrees to accept for the term of this agreement, the classifications and hourly rates applicable thereto as set forth in Appendix "A" to this agreement.

ARTICLE 11 - JURY DUTY

11.01 If an employee is called for jury duty or crown witness on his normal working day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time pay, It is understood in the application of this clause that if a day employee is released from jury prior to four (4) hours before the end of his normal shift, he must report for work as soon as possible to be entitled to his benefit. A night employee serving a full day on jury duty will receive the above benefits and will not be required to report for work that night, A night employee who is released from jury duty prior to 12:00 noon will report to work for his normal shift that night.

ARTICLE 12 - BEREAVEMENT LEAVE

12.01 Should a death occur in the immediate family of an employee who has completed his probationary period (immediate family being limited to father, mother, spouse, current common-law spouse, brother, sister, step-parents, step-son/daughter, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents-in-law, legal guardian), the employee must notify the Company of the bereavement and such employee shall be paid three (3) days at their appropriate hourly rate for eight (8) hours where the day of death and the funeral are between Monday and Saturday. Where a Sunday is involved, the third day for pay would be the following Monday.

If more time is required for any reason relating to the death, a leave of absence without pay will be granted by the Company,

- 13.01 Employees shall receive a cost of living allowance over and above their basic hourly rate.
- 13.02 The amount of the cost of living allowance shall be determined as set out herein on the basis of the Consumer Price Index for Canada as established and released by Statistics Canada (herein called the "Index") and on the basis of the Index for 1981, being 100. Continuance of the cost of living allowance shall be contingent on the availability of the Index calculated on the same basis and in the same form as that published at the commencement of this Agreement. No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in any published Index. In the event Statistics Canada shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of first pay Period after receipt of such Index.
- 13.03 (a) The first cost of living allowance adjustment shall be determined effective February 7, 1994, based on the difference between the base Index figure for December, 1992 and Index figure for December, 1993 provided the increase is in excess of four per centum (4%).
- (b) The adjustment for the first cost of living allowance shall be for every one percent (1%) increase in the Index in excess of four per centum (4%) of the base Index as follows:
- (i) for employees paid on an hourly rated basis ten cents (\$0.10) per hour.
- 13.04 (a) The second cost of living allowance adjustment shall be determined effective February 6, 1995 based on the difference between the base Index figure for December, 1993 and the Index figure for December 1994 provided the increase is in excess of four per centum (4%).
- (b) The adjustment for the second cost of living allowance shall be for every one percent (1%) increase in the Index in excess of four per centum (4%) of the base Index as follows:
- (i) for employees paid on an hourly rated basis ten cents (\$0.10) per hour.

13.05 The amount of any cost of living allowance in effect at any time shall not be incorporated in the basic hourly rate, but shall be paid for all hours actually worked for which the hourly rate is paid.

14.01 The General Holidays shall be designed as follows:

First Year

Friday, April 9, 1993	Good Friday
Monday, May 24, 1993	Victoria Day
Thursday, June 24, 1993	St Jean Baptiste (Quebec only)
Thursday, July 1, 1993	Canada Day
Monday, August 2, 1993	Civic Holiday (Ontario only)
Monday, September 6, 1993	Labour Day
Monday, October 11, 1993	Thanksgiving Day
Friday, December 24, 1993	Christmas Period
Saturday, December 25, 1993	Christmas Period
Monday, December 27, 1993	Christmas Period
Tuesday, December 28, 1993	Christmas Period
Friday, December 31, 1993	Christmas Period
Saturday, January 1, 1994	New Year's Day

(See (a) below)

Second Year

Friday, April 1, 1994	Good Friday
Monday, May 23, 1994	Victoria Day
Friday, June 24, 1994	St Jean Baptiste (Quebec only)
Friday, July 1, 1994	Canada Day
Monday, August 1, 1994	Civic Holiday (Ontario only)
Monday, September 5, 1994	Labour Day
Monday, October 10, 1994	Thanksgiving Day
Sunday, December 25, 1994	Christmas Period
Monday, December 26, 1994	Christmas Period
Tuesday, December 27, 1994	Christmas Period
Friday, December 30, 1994	Christmas Period
Saturday, December 31, 1994	Christmas Period
Sunday, January 1, 1995	New Year's Day

(See (a) below)

Third Year

Friday, April 14, 1995	Good Friday
Monday, May 22, 1995	Victoria Day
Saturday, June 24, 1995	St Jean Baptiste (Quebec only)
Saturday, July 1, 1995	Canada Day
Monday, August 7, 1995	Civic Holiday (Ontario only)
Monday, September 4, 1995	Labour Day
Monday, October 9, 1995	Thanksgiving Day
Monday, December 25, 1995	Christmas Period
Tuesday, December 26, 1995	Christmas Period
Wednesday, December 27, 1995	Christmas Period
Saturday, December 30, 1995	Christmas Period
Sunday, December 31, 1995	Christmas Period
Monday, January 1, 1996	New Year's Day

(See (a) (below)

- (a) Effective during the term of this agreement, there shall be four (4) "floating" holidays, which must be taken in each contract Year as mutually agreed to by the Company and the Union. This will bring the total paid holidays to sixteen (16) per year

14.02 Employees covered by this Agreement will be paid at the appropriate rate for their normal working day as set out in Article 9.01 and 9.03, for the above mentioned holidays providing:

- (i) They have been in the employ of Company for thirty (30) calendar days;
- (ii) They have not been laid off or on leave of absence for a period longer than thirty (30) 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,

General Holidays and vacation are considered as time worked.

14.03 If an employee is required to work on one of the General Holidays as listed above, he shall be paid for such time worked on the following basis:

- (a) Hourly rated employees shall be paid for all time worked on the General Holiday at the rate of double time the regular hourly rate of pay for all hours worked between 12.01 a.m. and 12 midnight;
- (b) This pay shall be in addition to the General Holiday pay as set out in Article 14.02.

14.04 When one of the observed General Holidays falls on a Saturday or a Sunday, the day proclaimed by Federal or Provincial Governments shall be the day observed.

14.05 In the event of any of the motor manufacturing companies working on any of the above-mentioned General Holidays, the Company reserves the right to allow a day prior or subsequent to the Holiday in lieu thereof. The Company will notify the Union prior to any change.

14.06 Where an employee has not qualified for the Christmas statutory holidays by working the thirty (30) day period prior to the holidays, the employee shall qualify for the Christmas statutory holidays on the basis of one (1) day's statutory holiday payment for each month in which the employee has worked since the beginning of the year, to a maximum of six (6) days.

ARTICLE 15 - VACATION WITH PAY

- 15.01 All employees with less than one year's employment by November 30th in any year shall receive vacation pay in accordance with the Canada Labour Code.
- 15.02 All employees who have completed one (1) years employment by November 30th in any year shall receive two (2) weeks vacation with pay.
- 15.03 Effective vacation year 1980, employees who have completed five (5) years of continuous employment by November 30th in any year shall receive three (3) weeks vacation with pay. However; if an employee has not completed the fifth (5th) year of continuous employment when taking their vacation, the pay for the (3rd) week shall be delayed until the fifth (6th) anniversary date of employment.
- 15.04 Effective vacation year 1980, employees who have completed ten(10) years of continuous employment my November 30th in any year shall receive four (4) weeks vacation with pay, However, if an employee has not completed the tenth (10th) year of continuous employment when taking their vacation, the pay for the fourth (4th) week shall be delayed until the tenth (10th) anniversary date of employment.
- 15.05 Effective vacation year 1980, employees who have completed fifteen (15) years of continuous employment by November 30th in any year shall receive five (5) weeks vacation with pay. However if an employee has not completed the fifteenth (15th) year of continuous employment when taking their vacation, the pay for the fifth (5th) week shall be delayed until the fifteenth (15th) anniversary date of employment.
- 15.06 Effective vacation year 1980, employees who have completed twenty (20) years of continuous employment by November 30th in any year shall receive six (6) weeks vacation with pay, However, if an employee has not completed the twentieth (20th) year of continuous employment when taking their vacation, the pay for the sixth (6th) week shall be delayed until the twentieth (20th) anniversary date of employment.

ARTICLE 15 (Cont'd)

- 15.07 Effective vacation year 1980, employees who have completed twenty-five (25) years of continuous employment by November 30 in any year shall receive seven (7) weeks vacation with pay. However, if an employee has not completed the twenty-fifth (25th) year of continuous employment when taking their vacation, the pay for the seventh (7th) week shall be delayed until the twenty-fifth (25th) anniversary date of employment.
- (a) Vacation pay for those enjoying two (2) weeks, three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks and seven (7) weeks vacation with pay annually shall be calculated at four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%), twelve per centum (12%) and fourteen per centum (14%) respectively of their total earning for the previous year.
- (b) In calculating earnings for percentage vacation payments, the previous vacation pay within the twelve (12) month period will be included.
- 15.09 Employees who are qualified for two (2), three (3), four (4), five (5), six (6) or seven (7) weeks vacation and who sever or have severed their employment after they become qualified for two (2) weeks, three (3) weeks, four (4) weeks, five (6) weeks, six (6) weeks or seven (7) weeks vacation as the case maybe shall receive at the date of severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) twelve per centum (12%) or fourteen per centum (14%), respectively of their earning in the current vacation year.
- 15.10 Any of the general holidays as listed in Article 14.01 falling within an employee's annual vacation period, will be paid for at the rate of a normal day's pay as set out in Article 14.02, provided the employee is qualified for general holiday pay in accordance with Article 14.02. An employee shall be entitled to an extra day's vacation for any of the general holidays occurring within the vacation period, the pay for which shall be subject to the above condition.

- 15.11 The choice of vacation period shall be by seniority in each department and the employer 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. In preparing the vacation schedule, the employer will have each employee come into the departmental managers office in order of seniority to sign for the time they would like for their vacation, The final vacation schedule shall be posted by the employer not later than April 1st of each year. Summer vacation periods shall be May, June, July, August and September inclusive, Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation periods, It shall be compulsory for all employees to take their vacation between March 1st and the end of February.
- 15.12 Vacation pay shall be computed ending June each year and paid to employees not later than July 15th. Employees going on vacation prior to July 15th shall receive pro-rated vacation pay.
- 15.13 Employees who have lost time as a result of being an Worker' Compensation, Sickness and Accident and/or Long Term Disability will be considered to have earned their regular rate of pay for such time lost for the computation of vacation pay. This only applies to employees who have worked in excess of thirty-five per cent (35%) of a working *vacation* year and have not received the equivalent of forty (40) hours (for hourly rate) for each week of vacation. This vacation pay makeup will be in addition to actual vacation pay earned even if the sum of the two (2) exceeds the equivalent of forty (40) hours for hourly rated employees for each week of vacation. This provision shall not apply to employees leaving the employ of the employer.
- 15.14 (a) employees who are qualified for three (3) or four (4) weeks vacation may use two (2) of those weeks to offset days lost due to Workers' Compensation, Weekly Indemnity or sick days.
- (b) Employees who are qualified for five (5) or more weeks vacation may use three (3) of those weeks to
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Weekly Indemnity or sick days.

16.01 The Company will provide and bear the full cost of Ontario Health Insurance Plan, semi-private supplementary coverage, Quebec Hospital for employees working in the Province of Quebec, and Health and Welfare benefits for all employees and dependents as follows:

To be eligible for payment an employee must;

- (i) Have been in the employ of the Company for thirty (30) calendar days;
- (ii) Not have been laid off or be on leave of absence for the period longer than thirty (30) calendar days;
- (iii) Not have been absent from work due to sickness or injury for a period longer than six (6) months except that if the absence is on Workers' Compensation, coverage will continue during the life of this Agreement. Anyone currently off on coverage as of February 1, 1986 under this section will have his coverage continue providing he has not been off more than twelve (12) months. Should, however, the employee be in a position where he would otherwise be on lay-off (i.e. the employee in his classification who is next in seniority above him) he will be considered to be on lay-off, and the premiums will cease. Conversely, if the employee next senior above him is working, this section will not apply;
- (iv) Where an employee returns to work off sickness or W.C.B. he would be required to work a ten (10) working day period before being eligible for having coverage reinstated.

16.02 Eligible employees who are absent through lay-off or leave of absence in excess of thirty (30) calendar days shall have their coverage maintained under the Health and Welfare Plan (subject to the terms thereof) for a further period up to three (3) months from the date of lay-off or the commencement of leave of absence. At the end of such period or upon return to work {whichever occurs first), the employee shall reimburse the Company or the cost of maintaining such coverage in excess of the first thirty (30) calendar days of lay-off or leave of absence. Upon an employee's return to work he shall reimburse the Company on the following basis:

- 16.02 (a) By direct payment should he so select, or failing that:
- (b) The Company shall deduct from his first pay an amount equal to one (1) month's premium per month for each month that premiums were paid on his behalf, or as an option;
- (c) The Company shall recover the amount in (b) above distributed on a pay by pay basis for a period no longer the three (3) months from the date of his return until the total of premiums is recovered;
- (d) An employee who has been laid off in excess of *three* (3) months may continue the coverage by direct payment to the Company. The payment must be made to the Company prior to the billing date as determined by the Company. An employee who doesn't wish complete coverage, including Weekly indemnity and Long Term Disability, must advise his employer by the end of thirty (30) days of lay-off and will pay the reduced premium.

16.03 The Health and Welfare Plan shall be as follows:

- (a) Effective February 1, 1993, the Company shall contribute one hundred and ten dollars (\$110.00) per employee per month to provide Group Life Insurance, Accidental Death and Dismemberment Insurance, Dependent Group Life Insurance, Weekly Indemnity Benefit and Long Term Disability Benefits.

The above mentioned benefits (Group Life, A.D.& D., Dependent Life, W. I. and L. T. D.) will be administered by a joint Union Management Committee consisting of three (3) Union Trustees and three (3) Management Trustees. The Trustees shall be assisted by a consultant and/or administrator selected upon mutual agreement of the Trustees.

It shall be the responsibility of such Trustees to determine from time to time the amount of such Health and Welfare benefits and make the necessary investment decisions as deemed appropriate in order to ensure growth in the level of benefits during the term of this Current Agreement and in the future,

- 16.03 (a) (i) Should the reserve fund fall to one hundred thousand dollars (\$100,000.00) level the premiums shall be increased to cover the costs of the Plan, and to protect the reserve fund with a minimum balance of one hundred thousand dollars (\$100,000.00).

This will in no way affect the benefits *or* coverage payable by the Trust fund,

- (b) The Company shall, consistent with Article 16.01 and Article 16.02 of this agreement, provide the full cost of Blue Cross Extended Health Care Benefit as outlined below:

Effective April 1, 1993, Blue Cross Extended Care Plan, standard benefits, including eye glasses to a maximum of one hundred and seventy-five dollars (\$175.00) per person per year and hearing aid to a maximum of five hundred dollars (\$500.00) per person, every three (3) years with a ten dollar (\$10.00) deductible single person and twenty dollar (\$20.00) per family maximum deductible per benefit year, no co-insurance, no overall limit.

Effective April 1, 1994, the maximum amount for eye glasses shall be increased to one hundred and eighty dollars (\$180.00).

Effective April 1, 1995, the maximum amount for eye glasses shall be increased to one hundred and eight-five dollars (\$185.00).

- 16.03 (c) The Company shall, effective the following dates and consistent with Article 16.01 and Article 16.02 of this agreement, provide each month at no cost to the employee, the following benefits:

- (i) April 1, 1993 - The Ontario Blue Cross Dental Plan #5 based on the 1993 Ontario Dental Association fee guide for general practice: Payment will be made up to 100% of the fee guide for children to age thirteen (13) years and eighty per cent (80%) of the fee guide for all others,

Orthodontic care in accordance with Ontario Blue Cross Rider #3 - Orthodontics: Blue Cross Rider #3 providing 50% of orthodontic services to be paid by Ontario Blue Cross up to a lifetime maximum of two thousand dollars (\$2,000.00) in total per person.

- 16.03 (c) (ii) April 1, 1994 - The Ontario Blue Cross Dental Plan #5 based on the Ontario Dental Association fee guide for general practice in effect on that date. Payment will be made up to 100% of the fee guide for children to age thirteen (13) years and eighty per cent (80%) of the fee guide for all others.

Orthodontic care in accordance with Ontario Blue Cross Rider #3 - Orthodontics: Blue Cross Rider #3 providing fifty per cent (50%) of orthodontic services to be paid by Ontario Blue Cross up to a lifetime maximum of two thousand dollars (\$2,000.00) in total per person.

- (c)(iii) April 1, 1995 - The Ontario Blue Cross Dental Plan #5 based on the Ontario Dental Association fee guide for general practice in effect on that date,

Payment will be made up to one hundred per cent (100%) of the fee guide for children to age thirteen (13) years and eighty per cent (80%) of the fee guide for all others.

Orthodontic care accordance with Ontario Blue Cross Rider #3 - Orthodontics: Blue Cross Ryder #3 providing fifty per cent (50%) of orthodontic services to be paid by Ontario Blue Cross up to a lifetime maximum of two thousand dollars (\$2,000.00) in total per person.

- (iv) It is understood that, throughout the term of this Agreement of Weekly Indemnity Benefit, shall be greater than or equal to the required U.I.C. minimum in order that the Companies shall retain the full amount of U.I.C. Premium Reduction as a portion of the cost of improving the Health Benefits during the term of this Agreement.

- (d) Effective upon ratification coverage will be provided as underwritten by Blue Cross to provide:
- (i) Deluxe Travel Plan coverage for outside Canada for benefits provided above.
 - (ii) "Paramedic" coverage such as chiropodist, podiatrist, chiropractor, etc.

16.04 The Company recognizes that in certain cases there is unreasonable delay in receiving monies as a result of claims for Weekly Indemnity and Workers' Compensation. In such cases, the Company will assist employees, where possible in expediting receipt of such monies; and where hardship is experienced, may make advances to alleviate such conditions.

The Company will supply the employees with a copy of the Company Form Report of the workers injury that is forwarded to the W.C.B.

16.05 In the event the Company is obliged by law to contribute towards the cost of benefit(s) which are the same as or similar to one (1) or more of the benefits provided under the above-mentioned Plan, the Company and/or the Trustees may vary or make such other adjustments to the Plan as is necessary in order to avoid duplication in benefits and costs. However, the Company will notify the Union of and upon request will discuss with the Union any such proposed adjustment in the Plan so that in general the total benefits available to employees will be as nearly comparable as practicable to the benefits provided for in the Plan if such law was not in effect.

16.06 Employees who retire on and after age 55, with fifteen (15) years service will be covered under this paragraph to age sixty-five (65). In case where a retired has coverage under this section, and attains age sixty-five (65), his spouse will continue with single coverage until she attains her sixty-fifth (65th) birthday, In case of an employee's death, his spouse would be covered to age sixty-five (65). However, coverage shall cease if the insured is employed elsewhere where coverage is provided. Coverage includes:

Prescription Drug Plan

Vision Care (same as active members)

Hearing Aid (same as active members)

Deluxe Travel Plan

with an overall deductible of fifty dollars (\$50.00) per family, thirty-five dollars (\$35.00) single. Coverage will be limited to that provided by Blue Cross in Ontario and Quebec, and will not duplicate provincial or other governmental coverage.

16.07 The Company and Union will meet within six (6) months to review the overall Health and Welfare clause as it pertains to Blue Cross coverage.

ARTICLE 17 - PENSION

26.

- 17.01 (a) The Company shall contribute, effective February 1, 1993, the sum of two hundred and sixty-three dollars (\$263.00) per month to a Pension Plan for all non-probationary employees who have worked any seven (7) days in that month (paid General Holidays and paid vacations shall be considered as time worked). Each employee on whose behalf the Company has contributed must contribute fifty-five dollars (\$55.00) per month,

The Pension Plan will be administered by an eleven (11) man committee made up of five (5) from the Union and five (5) from Management and the Chairman selected from the Company which is the administrator of the Fund,

The compulsory retirement age under the above mentioned plan shall be at age sixty-five (65). Retirement prior to this age is permissible under other sections of the plan,

- (b) Payments will be made on behalf of an employee who is off on Workers' Compensation, provided that the employee is not more than three (3) months in arrears in paying his portion, should, however, the employee be in a position where he would otherwise be on lay-off (i.e the employee next senior to him is laid off) he will be considered to be on lay-off, and premium payments will cease. Conversely, if the employee next senior above him is working, this section will not apply,
- (c) Employees of on S. & A. will have their premiums paid for a twelve (12) week period subject to the conditions in (b) above.

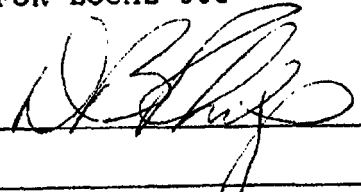
ARTICLE 18 - DURATION

- 18.1 This Agreement shall become effective upon ratification, and shall remain in full force and effect until January 31, 1996, and annually thereafter in the event either ~~party fails to~~ give notice of their desire for amendments within the last sixty (60) days of the term of the Agreement.

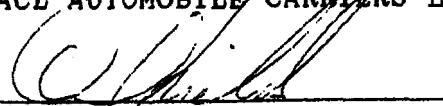
This Agreement shall be binding on the parties hereto, their successors, administrators, executors and assigns.

SIGNED IN OSHAWA THIS 12 DAY OF May, 1993.

FOR LOCAL 938



FOR THE COMPANY/
ACL AUTOMOBILE CARRIERS LIMITED



A P P E N D I X "A"

A.C.L. AUTOMOBILE CARRIERS LIMITED

CLASSIFICATION AND RATES

- 1) Dispatcher
- 2) Office
 - A) Secretaries
Senior Accounts Receivable
Senior Payroll
Senior Accounts Payable
Senior Maintenance Control Operator
 - B) Accounts Receivable Clerk
Payable Clerk
Accounts Payable Clerk
Claims Clerk
Clerk Typist
 - C) General Office
Data Input Clerk
Maintenance Clerk
Dispatch Clerk
 - D) File Clerk
Junior Typist

1)	Dispatch				
	Feb 1/93	Aug 2/93	Fob 7/94	Feb 6/95	Aug 7/95
	18.61	18.86	19.26	19.56	19.86

2)	Office				
	Feb 1/93	Aug 2/93	Feb 7/94	Feb 6/96	Aug 7/96
A)	17.54	17.79	18.19	18.49	18.79
B)	17.27	17.52	17.92	18.22	18.52
C)	16.47	16.72	17.12	17.42	17.72
D)	15.67	15.92	16.32	16.62	16.92

NOTE: All new employees may be paid \$0.25 per hour less than their specified rate during the first sixty (60) days of employment. Employees changing classifications may be paid \$0.15 per hour less for sixty (60) days they are in the new classification.