

| | | | |
|-------------------|-------|----|----|
| SOURCE | Union | | |
| EFF. | 95 | 12 | 16 |
| TERM. | 99 | 12 | 14 |
| No. OF EMPLOYEES | 200 | | |
| NOMBRE D'EMPLOYÉS | 51 | | |

COLLECTIVE AGREEMENT

BETWEEN

McKINLAY TRANSPORT LIMITED
(hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

- and -

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and HELPERS
OF AMERICA, LOCAL 880
(hereinafter referred to as the "Union")

-and-

TEAMSTERS UNION LOCAL 879
(hereinafter referred to as the "Union")

- and -

TEAMSTERS UNION LOCAL 141
(hereinafter referred to as the "Union")

M A I N T E N A N C E

EXPIRY DATE: DECEMBER 14TH, 1999

0965503

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EXPIRY DATE: DECEMBER 14TH, 1999

MCKINLAY TRANSPORT LIMITED ONTARIO MAINTENANCE AGREEMENT

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ARTICLE 1

PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

The Company does hereby recognize the Union as the exclusive bargaining agent for all employees employed by the Company within the Union's jurisdiction in Ontario save and except supervisors, those above the rank of supervisor, sales staff, office staff, security guards and office janitors. Stock room partsmen presently in the bargaining unit will remain in the bargaining unit.

Section 1.2 - Effective Date

The effective date of this Agreement shall be December 15, 1995 and the term shall be from this date to December 14, 1999.

Section 1.3 - Date of Application

It is agreed that pay schedules and fringe benefits only will apply effective December 15th, 1995; all operating conditions of the Agreement will be applied by December 15th, 1995.

Section 1.4 - Section Headings

The Section Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation of this Agreement.

ARTICLE 2

UNION SECURITY

Section 2.1 - Maintenance of Membership

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

Article 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

Section 2.3 - Initiation Fee Deductions

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

Section 2.4 (a) - Monthly Deduction of Union Dues

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 checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union. In the case of an employee on Workers' Compensation, the checkoff shall indicate that such employee is on "W.C.B."

Section 2.4 (b) - Deduction of Arrears Items

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

Section 2.4 (c) - Checkoff Lists

The Union checkoff form may be:

- (i) a Union provided form;
- (ii) a Company provided form;
- (iii) a pre-billing method which shall provide a column for "Dues, Arrears in Dues", "Initiation and Re-Initiation Fees".

The Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

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

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

Section 2.4 (e) - Scope of Union Dues Deductions

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

Section 2.4 (f) - Submission of Checkoff

The checkoff and cheque for the Union dues deducted must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted.

Section 2.4 (g) - T4 Slips

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

Section 2.4 (h)

In the event the Company does not make deductions and remittances strictly in accordance with the above article, they will be liable for any monies not remitted upon notification by the Union.

Section 2.4 (i)

The Company agrees that employees who are off work due to sickness, injury and/or Workers' Compensation, shall not have Union dues or initiation fees deducted from any General Holiday payments.

ARTICLE 3

MANAGEMENT FUNCTIONS

Section 3.1 - Management Functions

The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of management and, without affecting the generality of the foregoing, it has the right

to determine the size of an direct the work force, to extend or curtail operations and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

Section 3.2 - Rights of Employees

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

ARTICLE 4

DISCRIMINATION

Section 4.1 - Right of Access for Union Representatives

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

ARTICLE 5

INTENT AND PURPOSE

Section 5.1 - Intent and Purpose

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

ARTICLE 6

STEWARDS

Section 6.1 - Right of the Union to Appoint Stewards

The company acknowledges the right of the Union to appoint a steward in each department and, if the operations are such as cannot be covered by this steward, additional stewards may be appointed.

Section 6.2 (a) - Pay for Processing Grievances During Working Hours

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

Section 6.2 (b) - Pay for Processing Grievances After Working Hours

If the Company representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2 (c) - Limitation in Payment of Steward

The provisions as outlined in Section 6.2 (b) are not subject to daily call-in guarantee as outlined in Section 22.2 (c) or the overtime provisions as outlined in Section 22.2 (a). In no case shall payment to the steward for time used in processing a grievance be extended beyond Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.2 (d) - Steward Duties

Should the Company find that a steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.3 - Names and Chances of Stewards

The Union will inform the Company in writing of the name of the steward and any subsequent change in the name of the steward. The Company shall not be asked to recognize any steward until such notification from the Union has been received.

Section 6.4 - Suspension or Discharge of Steward

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

Section 6.5 - Steward's Seniority For Work

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

Section 6.6 - Trip Sheets and Time Cards

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

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Section 7.1 - What Constitutes a Grievance

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

Section 7.2 - Grievance Procedure

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Section 7.2 (a) - Step 1 - Branch Manager or Designate

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 from 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 retroactive claim for Health and Welfare, Pension, 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 9. The grievor shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

Section 7.2 (b) - Step 2 - General Manager or Designate

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 the 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.

Section 7.2 (c) - Step 3

Should the parties fail to reach satisfactory settlement in the preceding steps, the grieving party must, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Section 7.5.

Section 7.3 - Procedure for Union or Company Grievance

In the event that 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 may be submitted to a Board of Arbitration as outlined in Section 7.2 (c).

Section 7.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspension shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 7.5 - Procedure for Arbitration

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

- a) an employee grievance within **fourteen (14) calendar days** after the General Manager or his designate **has** rendered a decision or failed to render a decision **as provided for** in Section 7.2 **(b)**;
- b) **a** Company grievance within fourteen **(14)** calendar days after the meeting with the Union Representative;
- c) **a** Union grievance within fourteen **(14)** calendar **days after** the meeting with the Company's Representative;
- d) should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement **of** the grievance may be submitted to an Arbitration **Board as** outlined **below**. Before submitting the grievance to Arbitration the dispute shall, if requested **by** the grieving party and in accordance with **the** procedures outlined in this Section, be brought to the attention **of** the Ontario Provincial Grievance Panel established for **this purpose** by the Company and the Local Unions. **The** Ontario Provincial Grievance Panel **will** render **a decision** unless **it is** deadlocked which shall be final and binding and have the **same** judicial **powers** as **a** Board of Arbitration established under the foregoing provisions. The Ontario Provincial Grievance Panel shall **be comprised of** two **(2)** persons, **one (1) of whom** shall be selected from Management **and** one **(1)** from the Local Unions.

It **is** further agreed that the Company and the Local Unions shall name **only** experienced representatives who are engaged in the day **to day** administration **of** this Agreement as nominees to the Ontario Provincial Grievance Panel as required.

It **is** understood that **in the** selection of the representatives the Company must name **a** representative from another Company **and** the Union **must name a** representative **from** another Local Union.

It is further agreed that **in** the event any Ontario Provincial Grievance Panel **is** unable to render a majority decision, the grieving party must within fourteen **(14)** calendar **days of** the date the Ontario Provincial Grievance Panel declares a deadlock, unless they **wish** to withdraw the grievance, **proceed** to Arbitration **as** outlined in Section 7.5 (e).

- e) Prior to proceeding to a three **(3)** person Board of Arbitration, the grieving party may elect to have the grievance heard **by a** single Arbitrator. Should the parties fail to appoint **a** one **(1)** person Board of Arbitration **within** thirty **(30)** days from the date **of the** written referral to arbitration, either party shall request the Minister of **Labour** to **make the** appropriate appointment.

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 Chairperson 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 Chairperson within thirty (30) calendar days from the date of their appointment, either party or their appointee shall request the Minister of Labour to make the appropriate appointment.

Section 7.6 - Powers of Board of Arbitration

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

Section 7.7 - Expenses of Board Members

The parties will equally bear the fees and expenses of the Chairman of the Board of Arbitration. If applicable, each party will bear the fees and expenses of its nominees to the Board of Arbitration.

Section 7.8 - Responsibility of Payment

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

Section 7.9 - Payment of Settled Monetary Grievances

Monetary grievances that are mutually agreed upon shall be paid within twenty-one (21) days of settlement, either by separate cheque or in the alternative, the employees' regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved. Interest to be paid on all grievances going past ninety (90) calendar days from the date of settlement.

Section 7.10 - Right of Employees to be Accompanied by a Union Official

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

Section 7.11 - Right of the Union when Grievances are Settled or Withdrawn

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

ARTICLE 8

STRIKES, LOCKOUTS AND PICKET LINES

Section 8.1 - Strikes and Lockouts

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

Section 8.2 - Picket Lines

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

Section 8.3

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

Section 8.4

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

Section 8.5

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 9

SENIORITY

Section 9.1 - Terminal Seniority

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll except as outlined in

Article 10. It is further agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any other Department within the Terminal. Maintenance employees will not be allowed to perform work within the scope of the City and Dock Departments.

Section 9.2 - Purpose of Seniority

The purpose of seniority regulations is to provide a policy governing layoffs and recalls. In the event of a layoff, the Company shall consider (a) the experience and efficiency of an employee and (b) the seniority of the employee, and where the qualifications expressed in (a) are relatively equal, the employee's seniority shall be the determining factor. In all layoffs 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.

Employees subject to layoff will be given a minimum of seventy-two (72) hours notice (Saturdays, Sundays and General Holidays excluded) or pay in lieu thereof.

Section 9.3 - Posting of Seniority List

A seniority list containing the name and starting date of employees will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for stewards and Business Representatives. A seniority list containing names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

Section 9.4 - Probationary Period

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

Section 9.5 - Retention of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of one hundred and eighty (180) calendar days only, If demoted for any reason or if they voluntarily

request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. The employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

Section 9.6 - Reasons for Termination of Employment

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

- (a) if an employee voluntarily quits;
- (b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- (d) if he takes employment other than that declared and agreed upon when applying for a leave of absence;
- (e) if an employee is absent from work 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 twenty-four (24) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.
- (g) if an employee is laid off in excess of thirteen (13) weeks and requests his severance pay, he/she will be paid in accordance with the Canada Labour Code in the pay day following his/her request.

Section 9.7 - Leave of Absence Provision

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

Section 9.8 - Provisions for Retention of Employee's Seniority
During Sickness or Injury

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work. However, an employee off work as set out above, shall not by virtue of his absence retain seniority over a senior employee who has been laid off.

Section 9.9 - Political Office

Any employee who is elected to a full-time municipal, provincial or federal government office shall be granted a leave of absence in order to allow him to fulfil his elected duties.

ARTICLE 10

COMPLETE OR PARTIAL CLOSURE OF GARAGE OR OPERATION AND
ESTABLISHMENT OF NEW GARAGES

Section 10.1 - Complete Closures

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

Where a closure is effected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the garage to which the work is being moved. Any employee who is laid off as a result of the complete closure will be given sixty (60) days' notice of such layoff or pay in lieu thereof.

Where the closure of a garage is affected and no work is being moved, employees who are terminated will be provided with tow (2) weeks' notice or pay in lieu thereof, plus severance pay in the amount of two (2) days' pay for each full year of service.

Section 10.2 - Procedure for Partial Closure

In the event of a partial closure of a garage(s) where the change of garage operations results in the reduction of employees in the department so affected, the following will apply:

- (a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an

effort to reach a satisfactory agreement for all concerned in the garage from which the work is being moved;

- (b) failing agreement under 10.2 (a), employees affected in the department shall have an opportunity of moving with the work or exercising their seniority within their own garage. If any of these employees elect to exercise their seniority and bump into other work within their own garage then the available vacancies at the garage where the work is being moved to shall be posted for bid in accordance with their seniority to those qualified employees in the garage from where the work is being moved.
- (c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- (d) any employee who is laid off as a result of the partial ~~closure~~ will be given thirty (30) days' notice of such layoff ~~or pay~~ in lieu thereof.

Section 10.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 10.1 or 10.2 will retain their seniority at the garage from which they have moved and, in the event the work is moved back to the original garage within twelve (12) months from the date of their original move, must return to their original garage. If such work is moved back to the original garage after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original garage.

Section 10.4 - Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Sections 10.1 or 10.2 for a period of two (2) months from the date of the move or until the date of the next annual job bid whichever come first.

Section 10.5 - Dovetailing of Seniority for Employees Moving

Employees moving under the conditions of Sections 10.1 or 10.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

Section 10.6 - New Garage or Operation

In the event the Company establishes a new Garage or Operation at a different location within a town or city in which the Company already has a Garage or operation, the Company and the Union will meet and establish procedures which will protect the seniority of

employees at the original and new garage. Such procedures will be reduced to writing.

Section 10.7

The Company must justify to the Union any closure under Sections 10.1 or 10.2. Failure to agree on justification the matter may be referred to Arbitration and must be decided within six (6) months.

The Board of Arbitration shall have the authority to decide if any closure is justified and the power to prevent any closure. The closure will not take effect prior to this decision being handed down, providing the decision is rendered within six (6) months.

ARTICLE 11

MERGERS

Section 11.1 - Mergers

If the Company acquires by way of purchase or in any other manner the business or undertaking of any other employer and such operations are merged the seniority of all active employees 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, layoff 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.

Section 11.2

In the event that any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees on layoff 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 9, first to those laid off employees on the active seniority list, then 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.

Section 11.3

In the event that the preceding Sections in the opinion of either party fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by

agreement between the successor Company and the Local Union(s) concerned. If mutual agreement is not reached, the conditions outlined in Sections 11.1 and 11.2 will apply.

ARTICLE 12

LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

Section 12.1 - Leave of Absence for Employees to Work with the Teamsters Union

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

ARTICLE 13

EQUIPMENT

Section 13.1 - Vehicle Safety

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

Section 13.2

Maintenance men will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by the Company.

Section 13.3

The Company will supply the necessary manuals for all equipment where available.

ARTICLE 14

14 EXAMINATIONS

Section 14.1 - Provisions for Medicals

Any medical examination required by the Company and/or Federal legislation, or any medical examination required by Provincial legislation for the purpose of maintaining a driver's license shall be promptly complied with by all employees provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an

injustice **has** been done **an** employee, have said employee re-examined **at** the Union's expense.

Section 14.2

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

Section 14.2 (a) - Payment for Medicals Taken During Working Hours

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

Section 14.2 (b) - Payment for Medicals Taken After Working Hours

If a medical examination **is** taken after working hours, **the** employee shall **be** paid one (1)hour's pay and **shall** in such cases receive at least three (3) days' notice prior to **the** appointment with the doctor.

Section 14.2 (c) - Report of Medicals

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

Section 14.2 (d) - Medicals on Saturday

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

Section 14.2 (d) - Away From Home Medicals

In **the** event the Company elects to have the employee examined in another city which is not adjacent to his home community he **shall** be supplied transportation to and from such city and **be** paid **at** the regular hourly rate for the time involved.

Section 14.2 (f) - Medical Requirements

Medical requirements applied **by** the Company shall **not** exceed **those** applied **by** the Department of Transport **as** it relates to drivers licenses.

In **the** event that **an** employee loses his driver's license **as** a result of the medical requirements applied by the Department of Transport then **he** shall retain his terminal seniority for work preference and layoff.

Section 14.2 (g)

Any employee, cleared to return to work by his doctor and the Company doctor who has to wait for examination by the Company doctor, shall be paid for all lost time to which he would be entitled,

Section 14.2 (h)

No employee shall be compelled to attend any U.S. doctor for an examination.

ARTICLE 15COVERALLSSection 15.1 - Coveralls

The Company shall supply and maintain adequate coveralls as needed, minimum four (4) changes per week. The Company will stock a supply of spare coveralls for the use of newly hired personnel and to cover replacements in the case of oil spills, etc.

ARTICLE 16EXTRA CONTRACT AGREEMENTSSection 16.1 - Extra Contract Agreements

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

ARTICLE 17NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORKSection 17.1 - Establishment of Rates for New Types of Equipment or New Categories of Work

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

ARTICLE 18BULLETIN BOARDSSection 18.1 - Bulletin Boards

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

ARTICLE 19LOSS OR DAMAGE TO CARGO OR EQUIPMENTSection 19.1 - Loss or Damage to Cargo or Equipment

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

ARTICLE 20GENERAL HOLIDAYSSection 20.1 - General Holidays

The following General Holidays will be observed:

| | |
|----------------------|------------------------------|
| Day Before Christmas | Sunday, December 24, 1995 |
| Christmas Day | Monday, December 25, 1995 |
| Boxing Day | Tuesday, December 26, 1995 |
| New Year's Eve | Sunday, December 31, 1995 |
| New Year's Day | Monday, January 1, 1996 |
| Good Friday | Friday, April 5, 1996 |
| Victoria Day | Monday, May 20, 1996 |
| Canada Day | Monday, July 1, 1996 |
| Civic Holiday | Monday, August 5, 1996 |
| Labour Day | Monday, September 2, 1996 |
| Thanksgiving Day | Monday, October 14, 1996 |
| Day Before Christmas | Tuesday, December 24, 1996 |
| Christmas Day | Wednesday, December 25, 1996 |
| boxing Day | Thursday, December 26, 1996 |
| New Year's Eve | Tuesday, December 31, 1996 |
| New Year's Day | Wednesday, January 1, 1997 |
| Good Friday | Friday, March 28, 1997 |
| Victoria Day | Monday, May 19, 1997 |
| Canada Day | Tuesday, July 1, 1997 |
| Civic Holiday | Monday, August 4, 1997 |
| Labour Day | Monday, September 1, 1997 |
| Thanksgiving Day | Monday, October 13, 1997 |

| | |
|----------------------|------------------------------|
| Day Before Christmas | Wednesday, December 24, 1997 |
| Christmas Day | Thursday, December 25, 1997 |
| Boxing Day | Friday, December 26, 1997 |
| New Year's Eve | Wednesday, December 31, 1997 |
| New Year's Day | Thursday, January 1, 1997 |
| Good Friday | Friday, April 10, 1997 |
| Victoria Day | Monday, May 18, 1997 |
| Canada Day | Wednesday, July 1, 1998 |
| Civic Holiday | Monday, August 3, 1998 |
| Labour Day | Monday, September 7, 1998 |
| Thanksgiving Day | Monday, October 12, 1998 |

| | |
|----------------------|-----------------------------|
| Day Before Christmas | Thursday, December 24, 1998 |
| Christmas Day | Friday, December 25, 1998 |
| Boxing Day | Saturday, December 26, 1998 |
| New Year's Eve | Thursday, December 31, 1998 |
| New Year's Day | Friday, January 1, 1999 |
| Good Friday | Friday, April 2, 1999 |
| Victoria Day | Monday, May 24, 1999 |
| Canada Day | Thursday, July 1, 1999 |
| Civic Holiday | Monday, August 2, 1999 |
| Labour Day | Monday, September 6, 1999 |
| Thanksgiving Day | Monday, October 11, 1999 |

Section 20.2 - Alternate Day

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

Section 20.3 - Pay for General Holidays

All employees shall be paid eight (8) hours pay at the regular hourly rate providing:

- (a) they have been in the employ of the Company thirty (30) calendar days;
- (b) they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- (c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday.

Senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

Section 20.4 - General Holidays for Day Shift Employees

General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid at the appropriate overtime rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.

Section 20.5 - General Holiday for Night Shift Employees

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

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

Section 20.6 - General Holidays During Annual Vacation

Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.

Section 20.7 - Floating Holiday

In the contract year commencing December 15th, 1995 and in each of the following contract years, each regular employee will be entitled to one (1) floating holiday in each such contract year paid in accordance with Section 20.3.

In each such Contract year, such Floating Holiday shall be scheduled on a day which are mutually agreed upon by the Company and the employee.

ARTICLE 21

VACATIONS WITH PAY

Section 21.1 - Vacation Pay for Employees with less than One Year's Employment

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

Section 21.2 - Vacation for Employees with One (1) Year's Employment

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

Section 21.3 - Vacation for Employees with Five (5) Year's Employment

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 (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.

Section 21.4 - Vacation for Employees with Ten (10) Year's Employment

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 ten (10) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10) anniversary date of employment.

Section 21.5 - Vacation for Employees with Eighteen (18) Years of Employment

Employees who have completed eighteen (18) 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 eighteen (18) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

Section 21.5 (a) - Vacation for Employees with Twenty-Five (25) Years' Employment

Employees who have completed twenty-five (25) years' employment by November 30th in any year shall receive six (6) weeks' vacation with pay; however, if an employee has not completed his twenty-five (25) years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twenty-fifth (25th) anniversary date of employment.

Section 21.6 - Amount of Vacation Pay

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

Section 21.7 - Vacation Pay for Employees Terminating Employment

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

Section 21.8 - Vacation Pay for Regular Employees on Short Time

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

employees who sever or have their employment severed.

Section 21.9 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October 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 periods 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 period shall be June, July, August, September and October 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 period from February 1st to January 31st;
- (c) vacation pay and General Holiday pay will be considered as earnings;
- (d) employees while on vacation cannot be called in to work.

Section 21.10 - Separate Cheque for Vacation Pay

All monies paid for vacation shall be paid by separate cheque and will be calculated on the previous calendar year's gross earnings.

ARTICLE 22

ALLOCATION AND HOURS OF WORK

Section 22.1 ~ Preference for First Five (5) Days

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

Section 22.1 (a) - Start of Work Week

The work week may commence on Sunday.

Section 22.1 (b) - Saturday and Sunday Work

All work performed after 8:00 a.m. Saturday and prior to 9:00 p.m. on Sunday shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Section 22.2 (a) - Overtime Pay

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 forth (40) hours in any one (1) week shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Section 22.2 (b) - Allocation of Shift Overtime Work

Where the Company has shift overtime work to be performed, such work shall be allocated to qualified personnel who normally perform the work 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 employees are required, overtime will be offered on the basis of seniority to employees on the next available shift who are willing to perform the work;
- (3) when no one is available under (1) or (2) 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.

On a regular shift which ends on Saturday, the hours of shift overtime which may be made available to employees under (1) shall not exceed four (4) hours of overtime times the number of employees on such shift who accept such overtime when asked. There shall be no cause for a Saturday call-in grievance if the shift overtime of any one (1) employee exceeds four (4) hours provided the overall limitation is not exceeded.

Section 22.2 (c) - Call-In Guarantee

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

Section 22.2 (d) - Call-Back Guarantee

All call-backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at the rate of

time and one-half (1 1/2) the employee's regular rate of pay. There shall be a minimum call-back guarantee of four (4) hours pay and the employee shall not be required to perform any work in addition to the emergency work for which he was recalled. A call-back will be defined as any call to work that is not in concert with Section 25.2.

Section 22.2 (e) - Overtime in a Week in Which a General Holiday occurs

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays as outlined in Section 20.3. All time paid for employees called on a General Holiday shall be paid at one and one-half (1 1/2) times the regular rate, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 22.2 (f) - Allocation of Saturday Work

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

Section 22.2 (g)

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

ARTICLE 23

OUTSIDE WORK

Section 23.1 - Outside Work

The Company will not have work done by an outside garage which is normally done by the maintenance personnel except when employees or equipment required are not available or damaged equipment is directed to an outside garage by an insurance company.

ARTICLE 24

ANNUAL SHIFT BIDS

Section 24.1 - Annual Shift Bids

In March of each year, all employees will be allowed to bid on shifts in accordance with seniority and qualifications; and within their respective classifications. The Company reserves the right to ensure that it has a nucleus of qualified personnel on each

shift.

ARTICLE 25

JOB OPENINGS

Section 25.1 - Job Openings

When job openings occur within the Maintenance Department, the job will go up for bid and providing the experience, skill and efficiency of the employees bidding are relatively equal, seniority will be the determining factor.

Section 25.2 - Bidding on Starting Times and/or Shifts

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

Seniority shall prevail as to starting times and/or shifts as set out by the Company. The Union recognizes that the Company must have a nucleus of experienced men on each shift where necessary.

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

ARTICLE 26

1

Section 26.1 - Supervisory Personnel

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

Section 26.2 - Leadhands and Rates of Pay

A "Leadhand" shall be defined as a person who may perform work and direct the work of other employees within the maintenance department only and he shall be a Union member. He shall not have the authority to hire, fire or penalize. When a leadhand is required to perform overtime work, he shall only enjoy work preference according to his seniority and qualifications as described in Article 9 and he shall not suffer the loss of the

Leadhand premium. A Leadhand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with this Company's seniority regardless of qualifications.

When Leadhands are to be appointed by the Company, a bid will be posted and the Leadhand will be selected according to qualifications and seniority. However, it will be the sole responsibility of the Company to make the final selection provided that when qualifications are equal, the senior man will be given the preference. It is understood that the differential in wages for Leadhands will be a minimum of ~~ten cents (10¢)~~ per hour in excess of his classification rate.

Section 26.3 - Notice of Appointment

When Leadhands are appointed, a notice to that effect will be posted by the Company.

ARTICLE 27

PAY PERIOD

Section 27.1 - Pay Period Interval

The interval between pay days shall be no longer than two (2) weeks, and in the event that the Company changes from a one (1) week pay period to a two (2) week pay period, three (3) clear months' notice shall be given by the Company. Advances shall be made to employees 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.

Section 27.2 - Issuance of Pay Cheques Prior to Saturdays or General Holidays and Shortages in Pay

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. All cheques shall be dated on the day they are issued,

Section 27.3 - Pay for Night Shift Employees

Night shift employees will receive their pay cheques prior to the completion of their last scheduled shift and in accordance with Section 27.2. This shall mean they will receive their pay cheques no later than the end of their shift which commences on Thursday. In a week where a General Holiday falls on a Friday, they will

receive their pay cheques no later than the end of their shift which commences on Wednesday.

Section 27.4 - Pay Shortages

Pay shortages greater than fifty dollars (\$50.00) legitimately due to the employee will be processed immediately on notice. The Company may have the first three (3) business hours (e.g. 8:00 a.m. to 5:00 p.m.) following notification by the employee to verify the claim and the employee must be paid at the regular hourly rate for all time after this until he receives payment of the shortages.

Shortages of less than fifty dollars (\$50.00) shall be paid the following pay period.

ARTICLE 28

STUDENTS

Section 28.1 - Students during Summer Months

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

ARTICLE 29

PART-TIME EMPLOYEES

Section 29.1 (a) - Definition

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

Section 29.1 (b) - Deduction of Dues

The Company shall deduct from all part-time employees, from their first pay and each month thereafter, an amount equal to the Union monthly dues and such monies shall be forwarded to the appropriate Local union as outlined in Article 2, together with a list which shall show the names of part-time employees for whom the dues are remitted and the number of hours worked by such part-time employees on an individual basis.

Section 29.1 (c) - Limitation on Hours

Where the hours worked by a part-time employee exceed four (4) hours in any one (1) day or eight (8) hours in any one (1) calendar week, the Company will upon receipt of a grievance pay to the senior employee who files such grievance who would have been available to perform such work an amount equal to the time worked by such part-time employee in excess of the daily or weekly limitation.

Where the hours of work of a part-time employee exceed eight (8) hours in any one (1) calendar week, such person shall be considered a probationary employee and the conditions of this Agreement shall then apply.

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

Section 29.1 (d) - Laid Off Regular Employees

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

Section 29.1 (e) - Regulation of New or Additional Part-time Employees

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

Section 29.1 (f) - Rates of Pay

A part-time employee, excluding a laid off regular employee, shall receive an hourly rate of pay of one dollar and fifty cents (\$1.50) per hour less than the appropriate regular hourly rate of pay as specified in Appendix "A", but is not otherwise covered by the terms of this Agreement.

Section 29.1 (g) - Preference of Regular Employees

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

Section 29.1 (h) - Part-time Employees Not to Deprive Hiring of Regular Employees

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

Section 29.1 (i) - Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Part-time employees' time cards and/or the hours worked by each part-time employee by calendar week recorded on the terminal control sheet will be made available upon request from the steward and/or Business Representative of the Local Union.

Section 29.1 (j) - Monthly List of Part-time Employees

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

Section 29.1 (k) - Amendments

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

ARTICLE 30

APPRENTICES

Section 30.1 - Coverage for Apprentices

All Apprentices shall be subject to the terms of this Collective Agreement.

Section 30.2 - Rates of Pay

The following minimum pay conditions shall apply:

For the first period of apprenticeship 80% of semi-skilled rate.
 For the second period of apprenticeship 85% of semi-skilled rate.
 For the third period of apprenticeship 90% of semi-skilled rate.
 Fourth and fifth period of apprenticeship semi-skilled rate or in accordance with the Apprenticeship Act, whichever is the greater.

Section 30.3 - Pay and Benefits While at School

The Company agrees to pay all benefits for any apprentice while attending school.

Section 30.4 - Rate of Pay While at School

Apprentices will be paid the difference between their normal pay and the Government grant while attending school. Limited to one (1) tour of each required course under the Apprenticeship programme.

Section 30.5 - Rate of Pay After Completion of Apprenticeship

It is agreed that all apprentices shall receive the skilled rate after the Company has received verification of his certificate of qualification.

ARTICLE 31SHOP CONDITIONSSection 31.1 - Exhaust Systems

Maintenance shops will be provided with adequate exhaust systems that will remove exhaust fumes and welding fumes.

Section 31.2 - Safety

The Company agrees to keep air compressors and battery charger away from the work area.

ARTICLE 32TOOLSSection 32.1 - Tools

All tools of 3/4" driver and all special tools including flashlights and batteries required for the job shall be supplied by the Company.

Section 32.2 - Tool Allowance

Employees who report for work in any week and who are required to provide tools will be paid a tool allowance of ten dollars (\$10.00) per week, payable every six (6) months by separate cheque. Further increase the weekly tool allowance one year from the effective date of this Agreement from ten dollars (\$10.00) to twelve dollars (\$12.00). If the Company does not pay the tool allowance to an employee, the Company will be required to supply all necessary tools to the employee. Any employee severing his employment shall receive his tool allowance on a prorated basis.

Where metric tools are required in the course of a maintenance employee's work, the Company must meet with the Union to discuss equitable compensation for the cost involved.

Section 32.3 - Tool Insurance

The Company will provide insurance coverage for loss of mechanics' tools taken from the Company premises in the case of a proven burglary. The premiums shall be borne by the Company and claims paid to the mechanic in the case of a loss of his tools. Coverage will also be provided for loss due to fire.

In order to claim under this clause the mechanic must have filed annually an inventory of his tools with the Company.

ARTICLE 33

CLASSIFICATION OF MAINTENANCE PERSONNEL

Section 33.1 - Classification of Maintenance Personnel

It is agreed that the following shall be used as a guide in the classification of personnel under this Agreement:

Section 33.2 - Unskilled Work

Washers, sweepers, gasmen and scalemen.

Section 33.3 - Semi-Skilled Work

The specific category of the semi-skilled group is outlined below:

Rough carpentry, Regular painting - including patching and rough work, recoating and ground coating shall be classed as semi-skilled.

Greasing.

Tire men.

Tarpauling repair work - men engaged in the repair of tarpaulins will be classified in the semi-skilled group.

Semi-skilled Mechanic - whose job is assisting the skilled mechanic in the garage will also fall in the semi-skilled classification.

Section 33.4 - Skilled Work No. 2

This work shall include such work as the repair and rebuilding of the trailer frame and all work below the frame including detachable under-carriage (Bogie).

Employees primarily engaged in the metal repairing and rebuilding of trailer or van bodies shall also be included in this classification.

Section 33.5 - Skilled Work No. 1

It should be noted that in making all these classification, the work to be performed in that which is being classified and not he skill of the particular employee applying for work.

It was agreed that the repairing and rebuilding of transmissions, differentials and motors, along with a ll ignition and carburation, fuel systems, front-end rebuilding and wheel alignment work shall be classified as skilled work.

It was also agreed that a Company will not likely require more than one (1) skilled painter, capable of doing complete cab painting or finished painting work. It was also agreed that a skilled painter is a man who is capable of, and is required to do refinishing from the metal up, with the exception of lettering.

All welding will be classified as skilled. It was further agreed that the preparation for and vulcanizing of tire casings will also be classified as skilled work. It is also agreed that employees responsible for making a complete tarpauling out of new or used material or engaging in the rebuilding and upholstering of truck seats will be classified as skilled. The carpenter who is responsible for the layout of the work will also be classified as a skilled workman.

It is agreed that any employee not indentured as an apprentice who is required to do the same work as a skilled mechanic and who has served at least five (5) years performing such work as is necessary and outlined under the Apprenticeship Act as included in the training of mechanics, and subject to his not choosing another occupation, shall receive the rate for the skilled mechanics as outlined in this Agreement.

ARTICLE 34

HEALTH AND WELFARE

Section 34.1 - O.H.I.P.

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

- (a) have been in the employ of the Company for thirty (30) calendar days;
- (b) have not been laid off for a period longer than thirty (30) calendar days;
- (c) have not been absent from work due to sickness or injury for a period longer than six (6) months.

In the event that O.H.I.P. is discontinued by the Provincial Government, the Company agrees to continue to contribute an amount equivalent to the O.H.I.P. premium as at the time of discontinuance to the appropriate Local Union Health and Welfare Plan, provided the 'Local Union Health and Welfare Plan is required to replace reasonably equivalent OHIP benefits.

Section 34.2 - Health and Welfare Plan

Effective December 15, 1995, the Company shall contribute two hundred and twenty-three dollars (\$223.00) per month for each eligible employee covered by this Agreement to the appropriate Local Union Health and Welfare Plan, provided the Local Union Health and Welfare Plan is required to replace reasonably equivalent OHIP benefits.

To be eligible for payment an employee must have completed sixty (60) calendar days of employment and have reported for work at any time in the month. The premium shall be paid on or before the fifteenth (15th) day of the following month.

Section 34.3 - Penalty Provisions

Where the Company fails to submit a premium in accordance with the above-mentioned clauses, the Company shall be notified by the Union by registered mail to *the* General Manager of its failure to do so. Failure to comply with the Health and Welfare provisions within fourteen (14) days of receipt of such notification, the Company will assume responsibility for all medical costs and benefits as provided for by the Health and Welfare policy then in effect for each employee for which a premium has not been paid.

The Company shall also be liable to pay interest at the rate of two per centum (2%) per month on any unpaid premiums from the due date until such time as they are paid.

Section 34.4 - Clerical Omissions or Errors

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

ARTICLE 35

PENSION

Section 35.1 - Contributions and Administration

Commencing on the first (1st) day of each month the Company shall contribute to the Teamsters and Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan (the Plan) handled by Joint Trustees, an amount per month, in accordance with the

following schedule, for each employee covered by the Agreement who has reported for work at least one day in the month. The Pension Plan shall be administered by a Trust Company or any other agency that is legally entitled to perform such administration in the Province of Ontario which the Trustees may decide from time to time.

Schedule of Contributions to be paid by the Company:

a.) effective December 15, 1995 - \$340.00 per month

Section 35.2 - Powers of Trustees

The Company and the Local Union agree to sign an "Agreement to be Bound" thereby giving the Trustees of the Teamsters and Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan, the authority and obligation to deal with the Company or Local Union who is late in remitting or fails to remit the required contribution to the aforementioned Plan as outlined in this Agreement.

It is further agreed that the parties to this Agreement will instruct the Trustees of the Pension Plan to retain legal counsel to amend the "Agreement to be Bound" in such a manner that the Trustees will have the authority to sue any delinquent Company or Local Union for late remittance, interest and legal costs incurred.

The Company shall also be liable to pay interest at the rate of two per centum (2%) per month on any unpaid premiums from the due date until such time as they are paid.

Section 35.3 - Arbitration

The parties agree to amend the present "Trust Deed" to provide for a qualified independent arbitrator for the purpose of breaking a deadlock vote by the Board of Trustees.

Section 35.4 - Canada Pension Plan

It is further agreed that the Canada Pension Plan will be in addition to the Teamsters and the Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan.

ARTICLE 36

CREDIT UNIONS

Section 36.1 - Deductions for Recognized Credit Unions

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

employees at the terminal involved.

Section 36.2 - Procedure for Employees Belonging to Two (2) Credit Unions

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

Section 36.3 - Former Practices

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

Section 36.4

In the event that monies deducted from employees for remittance to the Credit Union are not remitted within seven (7) days, the Company shall be liable to pay interest at the rate of two per centum (2%) per month on any monies that have not been remitted until such time as they are remitted.

ARTICLE 37

COST OF LIVING ALLOWANCE

Section 37.1 - Scope

All regular employees on the seniority list shall be entitled to the Cost of Living Allowance in accordance with this Article.

Section 37.2 - Index

The amount of the Cost of Living Allowance as set forth in this Article shall be determined through the use of the Consumer Price Index for Canada (1971 = 100), hereinafter referred to as the "Index". Continuance of this Cost of Living Allowance shall be contingent upon the availability of the Index in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the Index for September 1991 unless otherwise mutually agreed upon by the parties.

Section 37.3 - First (1st) Year

If during the first year of this Agreement, the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1995 and the

Index figure for each month up to and including September 1996 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (100) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 37.4 - Second (2nd) Year

If during the second (2nd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1996 and the Index figure for each month up to and including September 1997 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (100) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first (1st) pay period following the first (1st) day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 37.5 - Third (3rd) Year

If during the third (3rd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1997 and the Index figure for each month up to and including September 1998 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (100) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a

lump sum payment in the pay for the pay period during which the Index was released.

Section 37.6 - Fourth Year

If during the fourth (4th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1998 and the Index figure for each month up to and including September 1999 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked and 0.25¢ per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 37.6 - Cost of Living Allowance Fold-In

- (a) Effective October 1st, 1996 the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 37.3 of the new Collective Agreement during each month up to and including September 1996 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.
- (b) Effective October 1st, 1997 the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 37.4 of the new Collective Agreement during each month up to and including September 1997 will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.
- (c) Effective October 1st, 1998 the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 37.5 of the new Collective Agreement during each month up to and including September 1998 will be determined by calculating the sum of the rates during each such month and dividing this

amount by twelve (12). Such average rate will then be added to the regular hourly rate. An identical calculation of average mileage Cost of Living Allowance rate and adjustment to the regular mileage rate shall be made in the same manner and at the same time as set out above.

ARTICLE 38

GENERAL

Section 38.1 - Moving Allowance

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

Section 38.2 - Time Clocks

Where the Company employs five (5) or more employees, there shall be a time clock which shall be accessible to employees. An employee will have access to his current time card on request.

Section 38.3 - Time Off To Vote

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

Section 38.4 - Bereavement Pay

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

Section 38.5 - Jury Duty Pay

If an employee is called and/or is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay eight (8) hours pay per day at the regular hourly rate of pay, less the amount of jury duty or crown witness pay received.

Section 38.6 - Personal Injuries

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury (hourly rated

employees **are** to receive eight (8) hours' pay providing he **is** not receiving Compensation Pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately **in** cases of serious injury that necessitates the need and in minor cases the Company shall also supply suitable transportation to the above mentioned services and thence to the employee's residence.

Section 38.7 - Invalidating Legislation

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto the relative Section only of this Agreement shall be nullified.

The Company agrees to comply with Federal and Provincial legislation that will have any effect on this 'Collective Agreement.

Section 38.8 - Lunch Rooms and Washrooms

The Company agrees to provide and maintain clean, sanitary and adequate appointments with respect to lunch rooms and washrooms and all rooms will be provided with fire exits as required by law and adequate heat.

Section 38.9 - Lockers

The Company will supply individual lockers for all employees in the Maintenance Department.

Section 38.10 - Company Meetings

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

Section 38.11 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned, the number of overtime hours worked and the amount earned and any amount remitted on the employee's behalf for Pension purposes. Where the Company is presently supplying additional information over and above that listed above, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by pay day.

Section 38.12 - Pay for Training

Where an employee is required to work on new types of equipment which requires further training, he shall be paid the appropriate hourly rate for all time involved.

Section 38.13 - Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing and their pay will be mailed by registered mail to their last known address within twenty-four (24) hours (Saturdays, Sundays, and General Holidays excluded) from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following pay day.

Section 38.14 - Plug-In Outlets

In the areas generally referred to as Northern Ontario and including Barrie and Midland, the Company shall electrical plug-in outlets for all employees' cars while on duty. Any new terminals in the Peterborough, Lindsay, Ottawa and Pembroke areas will also have these facilities supplied.

Section 38.15 - Parkins Facilities

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

Section 38.16 - Noise Pollution

The Company agrees that maintenance employees will not be compelled to operate power equipment which creates a noise level in excess of that which is permitted by applicable Government regulations. In the event of excessive noise levels, appropriate ear protection will be made available on request.

Section 38.17 - Appendices

All mutually agreed to Appendices and Letters of Understanding shall become part of this Agreement.

Section 38.18 - Washing Facilities and Supplies

The Company agrees to supply and maintain washing facilities, including hot water, soap, hand cleaner and towels at terminals where maintenance personnel are employed.

Section 38.19 - Rain Wear

Raincoats, waterproof pants, lined rubber boots, and hats will be made available to all maintenance employees required to work outside in inclement weather. No employees shall be compelled to wear hart hats, boots or safety glasses that have been used by other persons unless these items have been properly sterilized. Where necessary, the Company will supply proper safety strips for parkas or safety vests.

Section 38.20 - Meal Allowance for Road Calls

In the event of a maintenance man on a road call is away from the terminal prior to or at the conclusion of his day's work when he would be normally coming on or going off duty for two (2) hours or more, he shall be paid a minimum of five dollars (\$5.00) as a meal allowance.

Section 38.21 - Coffee Breaks

All employees will be allowed a fifteen minute coffee break in the first half shift and in the second half shift without loss of pay, and an additional coffee break shall be allowed to all employees who are requested to work overtime at the end of their regular shift before commencement of overtime.

Section 38.22 - Openings on Dynamometers

It is agreed that licensed mechanics will be allowed to bid on future openings for dynamometer operators.

Section 38.23 - Hazardous Material

The Company agrees that employees employed in handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, safety glasses, welding glasses, welding shields and welding screens etc.) to protect the employees person. Where an employee must because of his work wear prescription safety glasses, the Company agrees to pay a maximum of seventy-five dollars (\$75.00) towards the cost. The Company shall pay for all safety equipment that is required by law or Company policy.

Section 38.24 - Meal Period

An employee shall not take more than one (1) continuous hour for meals; however, should the taking of a full hour for meals cause a delay in operations, the Company may require the employee to take not less than thirty (30) minutes. This shall not preclude the Union and the Company from mutually agreeing that the regular lunch period shall be thirty (30) minutes. The lunch period shall be no later than halfway through the shift except where mutually agreed.

Section 38.25 - Work Outside Job Classifications

No employee shall be compelled to perform work which does not come within the scope of his job classification such as repairs to electric doors, electric motor or electric hoists.

Section 38.26 - Unsafe and Unfamiliar Equipment

The Company shall not require a person to lift, carry or move

anything so heavy or in a manner as to be likely to endanger his safety or the safety of any other person.

Section 38.26 (a) - Safety Committee

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

Section 38.27 - Wiping Cloths

An adequate supply of wiping cloths will be made available for all maintenance employees.

Section 38.28

Whenever employees are required by the Company or by any Government agency to wear safety shoes or boots, the Company shall supply one (1) pair per year for all employees so required. Such safety shoes or boots shall be of a type and quality, the standard for which shall be set and adhered to by the Company. 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 pair of standard safety shoes or boots toward the cost of special footwear. Notwithstanding the above, the Company agrees, whenever employees wear safety shoes or boots, the Company shall contribute seventy five dollars (\$75.00) per year for the purchase of such footwear. Any employee so claiming this allowance is required to wear this footwear in the workplace.

Section 38.29

Any defects in equipment that are reported in Canada or any regular maintenance on equipment domiciled in Canada must be performed in Canadian garage of McKinlay Transport Limited. This shall exclude non-safety repairs to foreign owned trailers.

Section 38.30

The Company agrees to supply each regular employee required to work outside in inclement weather with a parka subject to the following conditions:

- (a) the Company will be responsible for reasonable cleaning of these garments as required;
- (b) the replacement of these parkas will be subject to reasonable considerations concerning wear and tear of the garments on an individual basis.

Section 38.31

The Company agrees to supply each regular employee required to work outside in inclement weather with good quality gloves and overshoes which will be replaced as necessary.

ARTICLE 39**MAINTENANCE OF STANDARDS****Section 39.1 - Maintenance of Standards**

It is agreed between the signatories to this Agreement that area operational practices enjoyed by any Local Union and/or the 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 40

DURATION

Section 40.1 - Duration

The ~~term~~ of this Agreement shall be from December 15th, 1995 to December 14th, 1999. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. *

Section 40.2 - Negotiations for Renewal Agreement

The parties agree that grievances, arbitration cases, court cases or litigation of any kind will not become the subject of negotiations for the renewal of this Collective Agreement unless by mutual consent.

DATED at Mississauga this 10 day of October 1996

FOR THE COMPANY:

Michael Hand

FOR LOCAL 938:

[Signature]

FOR LOCAL 880:

[Signature]

FOR LOCAL 879:

[Signature]

FOR LOCAL 141:

Wayne Nelson

APPENDIX "A"RATES OF PAY(a) Skilled Classification No. 1Effective December 15, 1997

\$19.31 per hour for a probationary period of thirty (30) days
\$19.41 per hour thereafter

Effective December 15, 1998

\$19.81 per hour for a probationary period of thirty (30) days
\$19.91 per hour thereafter

(b) Skilled Classification No. 2Effective December 15, 1997

\$17.73 per hour for a probationary period of thirty (30) days
\$17.78 per hour thereafter

Effective December 15, 1998

\$18.23 per hour for a probationary period of thirty (30) days
\$18.28 per hour thereafter

(c) Semi-Skilled ClassificationEffective December 15, 1997

\$17.28 per hour for a probationary period of sixty (60) days
\$17.33 per hour thereafter

Effective December 15, 1998

\$17.78 per hour for a probationary period of sixty (60) days
\$17.83 per hour thereafter

(d) Unskilled ClassificationEffective December 15, 1997

\$17.21 per hour for a probationary period of sixty (60) days
\$17.24 per hour thereafter

Effective December 15, 1998

\$17.71 per hour for a probationary period of sixty (60) days
\$17.74 per hour thereafter

- (e) The Company agrees to pay a premium of fifty cents (50¢) per hour over the employee's regular hourly rate of pay for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.
- (f) Casual, Part-time and Student Rates

Effective September 15 1995, part-time, student and/or casual help (excluding a laid off regular employee) shall receive an hourly rate of pay that is \$1.50 per hour less than the appropriate rate of pay set out above in Appendix "A". Such help are not otherwise covered by the **terms** of this Agreement.

Upon ratification - pay bonus of \$250.00 to each full time person on the April 1, 1996 seniority list.

December 15, 1996 - pay bonus of \$250.00 to each full time person on the April 1, 1996 seniority list.

Effective December 15, 1997 add \$40.00 per member, per month to the Health and Welfare/Pension Plan as directed by the Union.

Effective December 15, 1998 add 40.00 per member, per month to the Health and Welfare Plan/Pension Plan as directed by the Union.

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 Regulation shall deprive the **employee of** the right to challenge a penalty through the regular Grievance Procedure. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, **it is** agreed that these Rules and Regulations shall apply. **All** infractions of the Highway Traffic Act and Municipal By-Laws shall **be** the responsibility of the drivers except those which ere, by their nature, **the** responsibility of the Company.

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

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

Section 1 - PassengersSection 1 (a)

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

Section 2 - AccidentsSection 2 (a)

Accidents for which the employee **is** at fault or **for** which **his** action or lack of action **is** a contributory **factor**, will result in disciplinary action which may range **from** reprimand to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents. However, **the** driver will be absolved of blame **if** the accident **is** proven to be caused **by** mechanical failure and the Company will then be responsible for wages and expenses if the driver involved **is** required to **appear** in court relating to **the** accident.

Section 2 (b)

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

Section 2 (c)

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

Section 2 (d)

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

Section 3 - EquipmentSection 3 (a)

Failure to report defects **in** garage equipment.

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

Section 3 (b)

Unauthorized **use** of Company motor vehicles:

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

Section 3 (c)

Faulty repair **work** for which **the employee** is clearly at fault or for which his action or **lack** of action is **a** definite factor, may result in disciplinary action which may range from reprimand to dismissal according to **the** seriousness, the degree of negligence or carelessness **and** the frequency **of** the incidents.

Section 4 - Conduct and BehaviourSection 4 (a)

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

1st offense - subject to dismissal

Section 4 (b)

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

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

Section 4 (c)

Theft or wilful damage:

1st offense - subject to dismissal

Section 4 (d)

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

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

Section 4 (e)

Deliberate disobedience of orders of authorized personnel:

1st offense - subject to dismissal

Section 4 (f)

An employee will not be discharged due to loss of his drivers' 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 layoff. If the employee regains his license prior to job bid time, he will revert to his former position.

Section 5 - Reports

Section 5 (a)

Falsification of time cards or other Company records:

1st offense - subject to dismissal

Section 6 - Driving Behaviour

Section 6 (a)

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

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

Section 7 - Attendance

Section 7 (a)

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

- 1st offense - reprimand
- 2nd offense - reprimand
- 3rd offense - subject to dismissal

Section 7 (b)

Reporting late for work without a reasonable explanation:

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

APPENDIX "C"NAI TRAFFIC

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

LETTER OF UNDERSTANDING

BETWEEN:

MCKINLAY TRANSPORT LIMITED

(hereinafter referred to as the "Company")

-AND-

TEAMSTERS LOCAL UNIONS 141, 880, 879 AND 938

(hereinafter referred to as the "Union")

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

Re: Articles 22 and 23

The parties further agree:

- (1) In addition to the guarantees of work as contained in these Articles, the Company agrees that any employee who has a seniority date prior to December 15, 1985, shall be guaranteed the following weekly guarantees for the term of the Collective Agreement. _____

City, Dock and Maintenance employees - forty (40) hours a week at straight time rates.

Highway drivers - an amount of money equivalent to forty-five (45) hours per week at the regular hourly rate.

The Employee must have the above guarantee completed prior to Friday midnight or he shall be compensated at the regular hourly rate for all hours until he reaches the guarantee. Hours worked after midnight Friday shall not be used for the computation of the guarantee.

Dock or Maintenance employees who are on a regular shift starting on Monday night must work their regular shifts and the Company will not be subject to paying the guarantee prior to the completion of their last regular shift.

Highway drivers who elect to decline any regular work which is due to commence at 6:00 p.m. Sunday shall not be subject to the guarantee for that week.

City and flock employees who book off any regular scheduled shift shall forfeit the above weekly guarantee for that week.

- (2) No employee shall be permitted to work excessive hours under any applicable legislation to attain the above weekly guarantees.
- (3) The above weekly guarantees shall not apply under the following conditions:
 - (a) the two (2) week Christmas and New Year period;
 - (b) major shutdowns and/or Act of God which directly affects the Company. ✓
 - (i) In the event the above occurs, the Company will meet with the Local and/or Locals affected by the above and negotiate a dispatch procedure while the elimination of the guarantees are in affect.

DATED at Mississauga 10th day of Oct 1986

FOR THE COMPANY

FOR THE UNION

Shah R. Bhatt
Local 938

[Signature]
Local 890

Marie H. Draney
Local 879

DeLayne T. Nelson
Local 142

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