



SOURCE	Co.
EFF.	98/07/01
TERM.	2002/06/30
No. OF EMPLOYEES	71
NOMBRE D'EMPLOYÉS	71

COLLECTIVE AGREEMENT

Between

ACTIVE CANADA INC. (CHATHAM)

And

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

Expiry Date: June 30, 2002

12243 (02)

TABLE OF CONTENTS

ARTICLE NO.

1	Recognition.....	1
2	Union Security.....	2
3	Management Functions.....	3
4	Discrimination.....	3
5	Stewards.....	4
6	Grievance Procedure and Arbitration.....	5
7	Seniority.....	8
8	Discharge.....	11
9	Strikes and Lockouts.....	11
10	Equipment.....	12
11	Bulletin Boards.....	13
12	Uniforms. Clothing & Rainwear.....	13
13	Medical Examinations.....	14
14	Passengers.....	15
15	Extra Contract Agreements.....	15
16	Statutory Holidays.....	16
17	Vacation With Pay.....	17
18	Hours of Work and Work Preference.....	20
19	Wage Schedule.....	23
20	Annual Job Bid.....	27
21	Job Openings.....	28
22	Health & Welfare.....	28
23	Pension Program.....	29
24	General.....	30
25	Cost-Of-Living Allowance.....	33
26	Duration.....	34
	Memorandum of Agreement.....	36
	Addendum "A".....	38
	Addendum "B".....	39
	Rules & Regulations.....	41
	Memorandum of Agreement (Canton).....	46

COLLECTIVE AGREEMENT

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF November, 199

BETWEEN :

ACTIVE CANADA INC. (CHATHAM)
(hereinafter referred to as the "Company")

AND

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 880
(hereinafter referred to as the "Union")

ARTICLE 1: RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive Bargaining Agent for all its employees of Active Canada Inc. (Chatham), Chatham, Ontario, save and except Foremen, persons above the rank of Foremen and Office Staff.
- 1.2 The term "employee" shall only include "Highway Drivers", "Yard Men", "Releasing Company Dockmen", "Maintenance Men", "Drive-away Men", "Deckers".
- "Shop" employees are to do the fuelling.
- Employees designated as "Watchmen", "Janitors", "Gas Men", "Write-up Men", who are used exclusively in the four (4) named categories shall not be subject to the terms of this Agreement.
- 1.3 This Agreement covers the terms and conditions of employment of such persons only while they are employed in the aforementioned occupations.
- 1.4 There shall be no effort by either signatory to misinterpret, read into, or delete from any of the provisions of this Agreement.

1.5 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service and set forth herein, the basic Agreement controlling rates of pay, hours of work, dispute procedures and conditions of employment.

1.6 Gender Clause The masculine gender includes the two (2) sexes unless it results from the context of provision that it be only applicable to one (1) of the two (2).

ARTICLE 2: UNION SECURITY

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

2.2 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 day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of this Agreement as their financial contribution to the Local Union.

2.3 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 explanation alongside the name of each employee who appeared on the previous months check-off sheet for whom a remittance is not made for any reason.

(d) The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms and Health and Welfare Enrolment forms all of which shall be signed by all new employees on the day of hire. It will be the

responsibility of the Company to ensure that all completed Application for Membership Forms and Health & Welfare Forms are returned to the Union.

- (e) The deduction of Union dues shall be made from every employee including probationary employees.
- (f) The check-off and cheques for the Union dues deducted must be in the office of the Local Union not later than the tenth (10) day of the month following the month in which the monies were deducted. If the check-off and cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary-Treasurer will be registered mail so notify the Company who will remit the cheque within seven (7) days of receipt of the notification.

ARTICLE 3: MANAGEMENT FUNCTION

- 3.1 The Union recognizes that the Company **has the** exclusive right to manage the business and to exercise all of the customary prerogatives of Management except those specifically delegated to the Union in this Agreement.

ARTICLE 4: DISCRIMINATION

- 4.1 No person shall be refused employment or in any manner be discriminated against or coerced, restrained, or influenced on account of race, colour or creed, or on account of membership or non-membership in any labour organization.
- 4.2 The Union, its members and/or its agents shall not intimidate or coerce, or attempt to intimidate or coerce, in any manner whatsoever, employees into membership. Any employee found violating this provision will be immediately discharged.
- 4.3 The Union agrees that except with the consent of the Company, no Official of the Union and no person authorized by the Union shall enter the Company's premises and/or engage in Union activities on the Company's premises nor during working hours of any employee except as outlined in the second paragraph of Article 5 of this Agreement.

- 4.4 The Company shall not refuse permission to any representative of the Local Union, upon request, to enter the Company's premises in the administration of this Agreement.

ARTICLE 5: STEWARDS

- 5.1 The Company acknowledges the right of the Union to appoint one (1) Steward for the highway drivers, one (1) Steward for maintenance department and one (1) Steward for other hourly rated employees, and if the operations are such as cannot be covered by these Stewards, additional Stewards may be appointed-
- 5.2 It shall be the duty of the Steward to process grievances as outlined in Article 6 of this Agreement. Stewards may also discuss Union membership with a new employee within thirty (30) calendar days of his employment. The Steward's duty shall in no way conflict with his duties to his Employer and he shall be held responsible for the same quantity and quality of work as other employees. Should the Company believe that the Steward's activities are affecting the quantity and quality of work of either the Steward or other employees, the Company shall contact the Business Representative of the Local Union and register a grievance commencing with Step (d) as outlined in Article 6 of this Agreement.
- 5.3 The Union will inform the Company in writing as to the name(s) of the Stewards, and of any subsequent change(s) in the name(s) of the Steward(s)). The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 5.4 Should there be any cause to suspend or discharge the Steward, the Company shall, in every case, notify the Local Union and the Steward in writing, so that the Local Union is in receipt of such notification before such disciplinary action or discharge.
- 5.5 For the purpose of lay-off and the day to day allocation of work, within the department, the Steward shall enjoy his own seniority or that of the last man called in (excluding the senior man). In a department where there is more than one (1) Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

- 5.6 For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have access to trip sheets and time cards.
- 5.7 The Chief Steward on highway operations shall be paid up to a maximum of thirty (30) hours pay per month, at the highway driver's rate for the time spent in processing grievances. Steward(s) working on hourly rates of pay shall be paid for all time spent in processing grievances and attending labour/management meetings.
- 5.8 The Union and the Company will share the costs of lost wages for the committee and hotel meeting rooms, on a fifty/fifty (50/50) basis, during the negotiation meetings for the purpose of amending an existing Collective Agreement.
- 5.9 When a Steward gives a valid reason for wishing to check the time cards, bookout sheets, work orders, tac cards, trip reports, dispatch sheets - including teletype dispatches, he shall be accorded that privilege.

ARTICLE 6: GRIEVANCE PROCEDURE AND ARBITRATION

- 6.1 In this Article, a grievance shall consist only of a dispute concerning the interpretation and application of any clause in this Agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of this Agreement. If any question arises as to whether a particular dispute is, or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:-
- 6.2 (a) By a conference between the aggrieved employee and the Foreman, Dispatcher or his designate. Such conference to be held within ten (10) working days from the date of the alleged violation of the Agreement or from the date the alleged violation of the Agreement became known to the griever.

- (b) Failing settlement as in (1) the aggrieved employee shall meet with the Branch Manager or his designate within forty-eight (48) hours, Saturdays, Sundays and Statutory Holidays excluded, from the conference as described in (a). At this step, the grievance must be submitted to the Company in writing.
- (c) Failing settlement as outlined in steps (a) and (b), the aggrieved employee shall refer the grievance to and meet with the General Manager or his designate within fourteen (14) calendar days from the date the grievance was registered in writing. The General Manager or his designate shall render his decision in writing to the Union within five (5) calendar days from the date the grievance was first submitted to him.
- (d) Should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance must be submitted to an Arbitration Board as outlined below.

6.3 During any of the steps of the grievance procedure, the aggrieved employee may be accompanied by one (1) Steward and/or Business Representative of the Union.

6.4 In the event the Union or the Company has a grievance, it shall be the responsibility of the griever to advise the other party in writing within (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 duly accredited principal officer of the Local Union or his designate. Should the griever fail to reach satisfactory settlement, the grievance must be submitted to a Board of Arbitration as outlined below.

ARBITRATION

6.5 Before submitting the grievance to Arbitration and providing there is mutual consent, the grieving party may submit the dispute to the attention of a Joint Grievance Committee, established for this purpose by the Company and by the Local Union. The Joint Grievance Committee will render a decision, unless it is dead-locked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. The Joint Grievance Committee

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 understood that in the selection of the representatives, the Company must name a representative from another Company and the Union must name a representative from another Local Union. It is further agreed that in the event that any Joint Grievance Committee is unable to render a majority decision, the grieving party must, within fourteen (14) calendar days of the date the Joint Grievance Committee declares a dead-lock, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in this Article.

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

- (a) An employee grievance within seven (7) calendar days after the General Manager or his designate has rendered a decision or failed to render a decision as provided for in Article **6.2(c)**.
- (b) A Company grievance within seven (7) calendar days after the meeting with the Union Representative.
- (c) A Union grievance within seven (7) calendar days after the meeting with the Company's Representative. A notice of an intent to arbitrate under the foregoing provisions 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 nominee. A third member to act as Chairman shall be appointed on the recommendation of the respective appointees. Should the members fail to select a Chairman within thirty (30) calendar days from the date of their appointment, the members shall request the Ontario or Federal Minister of Labour to name a Chairman. Should either party fail to name an appointee, the other party shall ask the Federal or Provincial Minister of Labour to make the appropriate appointment.

6.6 If at anytime during the aforementioned Steps the grievance has not been processed by the griever in accordance with the time limits as prescribed, the grievance shall be deemed to have been withdrawn except, in the event a driver on highway operations is away from his home terminal and thus unavailable to proceed with

a

the Steps of the Grievance Procedure within the time limits prescribed; such time limits shall be extended so as to permit his processing the grievance in accordance with the above steps upon his return to his home community.

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

6.8 Each of the parties will bear the expense of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.

ARTICLE 7: SENIORITY

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

7.2 (a) Seniority shall be by Department and Branch wide and shall include all persons working at the Branch and on the Branch payroll. It is further agreed that there shall be two (2) departments; the Decking Department, and the Driving Department.

(b) A layoff for an employee shall be considered as two (2) consecutive days of no work within his department at which time the employee will be notified if there are junior men working in another department and the employee may exercise his seniority and move into whatever department his seniority entitles him to, and will be given the opportunity to perform the work in question to determine if he is qualified.

- (c) Such moves will be considered temporary and lasting only until such time as the work force requirements for the foreseeable future are returned to normal or until a junior person is recalled.
- (d) Any employee who exercises his seniority as provided for in Article 7, section 7.2 (b) who subsequently returns to his original department, may during the remaining term of the annual job bid, be permitted to exercise his seniority after any further period of one (1) day of no work.

7.3 In all lay-offs, the Company shall consider (a) seniority of the employee, (b) training and skill of the employee, and where the qualifications expressed in (b) are relatively equal, the employee's seniority shall be the determining factor.

7.4 In the event of layoff, and notwithstanding the above paragraphs, arrangements may be reached for voluntary layoff out of seniority order, with a minimum of one week notice of intent to return to work.

7.5 The seniority list at each Branch shall be prepared and posted by the Company every three (3) months, and a copy of same shall be forwarded to the Local Union Business Representative in the locality. Additional copies will be made available to the Stewards upon request.

7.6 Employees shall be considered probationary until placed on the seniority list. After ninety (90) calendar days from the date of employment they shall be placed on the seniority list according to their original date of employment. The Union, Company and probationary employee may agree to extend the probationary period beyond ninety (90) days. If, because of sickness or accident the employee is off work after having been placed on the seniority list, for purpose of seniority rating, he shall be listed, according to his date of employment, providing he can meet the necessary qualifications to perform the work available, according to his seniority effective upon ratification to new hires after date of ratification.

7.7 Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a six (6) month period only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should be subsequently be discharged in such a position beyond the jurisdiction of this Agreement.

This article to be applied only once for any employee during the term of this Agreement.

7.8 An employee shall lose his seniority standing and his name shall be removed from the seniority list for any of the following reasons:-

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged and is not re-instated pursuant to the conditions of the complaint and Grievance Procedure as provided in this Agreement;
- (c) if the employee has been laid off and fails to return to work within seven (7) days after he has been notified to do so by registered mail addressed to his last known address with the Company. (Note: it shall be the employee's responsibility at all times to keep the Company informed as to his correct home address.) Employees shall notify the Company within three (3) days from the date of notification by registered mail as to his intention in respect to returning to work;
- (d) if an employee overstays a leave of absence granted by the Company, without securing an extension in writing, of such leave of absence;
- (e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive days;
- (f) if an employee accepts employment other than that agreed upon between the Company and the Union while on leave of absence, except for medical reasons;

(g) if an employee is laid-off for a period extending beyond thirty-six (36) consecutive months.

7.9 Leave of absence will not be granted until a request for same is submitted in writing, to both the Union and the Company, and mutually agreed to.

7.10 In the event an employee is demoted as a disciplinary measure, he shall retain all seniority rights when the penalty terminates.

7.11 When a terminal is abolished, those employees may retain their previous Branch seniority in the event the terminal is re-opened within a two (2) year period.

7.12 To protect the employees' seniority in case of merger or closure - all seniority would be dovetailed with the purchasing or merging Company.

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

ARTICLE 8: DISCHARGE

8.1 Should a discharged employee ask for a hearing through the Grievance Procedure, commencing with Step (c) within three (3) working days of his discharge, he shall, if subsequently re-instated by such grievance procedure or arbitration, be compensated according to the amount agreed upon by the parties in the grievance procedure or decided upon by the Board of Arbitration.

ARTICLE 9: STRIKES & LOCKOUTS

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

ARTICLE 10: EQUIPMENT

- 10.1 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in a safe operating condition and not equipped with safety appliances required by law. It shall be the duty of the employees to report promptly in writing, to the Company, all defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the Department of Transport regulations. The maintenance of equipment in sound operating condition is not only a function, but a responsibility of Management. The determination of, as well as the responsibility for all decisions in regard to the condition of equipment shall rest with the senior qualified representative of the Company on the premises.
- 10.2 Drivers shall not be charged with any vehicle damage except for damage as may be caused by the driver's negligence and in such cases, the driver must be given notice of such intent to charge him within thirty (30) days from the delivery date of the vehicle damaged; it is further provided that in such cases, the driver shall have fifteen (15) days from the date of notice to file a written protest against claims for damages. However, if a protest is not filed by the driver, within fifteen (15) days from the date of receiving notice, the charge against the driver for negligence shall be final and not subject to any further arbitration. In the event an employee fails to authorize the Company to deduct the amount of the claim, the employee shall be subject to disciplinary action. It is further mutually agreed that there shall be an absolute maximum of Ten Dollars (\$10.00) per claim. Drivers must be given a written assignment before any deductions are made from their pay cheque.
- 10.3 It shall be the responsibility of the driver to check all equipment such as tools, tires and accessories as listed on the bill of lading and to see that the cargo is free of damage. In the event of a shortage or damage, it must be listed on the bill of lading, or on the form supplied by the Company and signed by the driver and the Company representative or the shipper of the vehicle, if available.

10.4 Where code numbers are used, the necessary information to interpret their meaning will be made available to the employees concerned.

10.5 The Company will pay the driver Three Dollars (\$3.00) per cylinder, per trip, when the driver is required to return brake cylinders to Chatham.

ARTICLE 11: BULLETIN BOARDS

11.1 The Company agrees to permit posting of any notices of Union meetings or Union bulletins of functions **OR** a Bulletin Board conspicuously placed and provide for that purpose. The Company shall have the right to approve all notice before posting, except those dealing solely with Union meetings.

ARTICLE 12: UNIFORMS, CLOTHING & RAINWEAR

12.1 The Company agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Company, free of charge at the standard required by the Company. No employee shall be required to wear a uniform that does not bear the Union label. Before employees are requested to wear a uniform by the Company, the Union shall be consulted as to type and standard. The Company shall also supply one **(1)** pair of gloves per week, either leather or cotton, whichever is required, and the Company will replace when worn out gloves are turned in.

12.2 It is further provided that the voluntary pooling arrangements for the purchase of, or rental of uniforms, shall not come within the scope of this Agreement.

12.3 The Company shall supply and maintain coveralls as needed, maximum three **(3)** pairs per week. The Company will stock an adequate supply of spare coveralls for new personnel and to cover replacement of oil spills, etc., clean coveralls will be issued only upon the return of the soiled ones. Coveralls will be cleaned at the Company's expense. The Company shall supply light weight coveralls in the summer months.

- 12.4 The Company agrees to furnish at the Company's expense, three (3) pairs of clean coveralls to all drivers and drivers will be allowed to exchange them for clean coveralls when necessary.
- 12.5 (a) IT IS COMPULSORY THAT HARD HATS BE WORN IN THE SHOP . Garage employees will be provided with safety glasses, maximum one (1) pair per year, (prescription safety glasses where required), by the Company at no cost to the Employee.
- (b) EFFECTIVE JULY 1st., 1991 - The Company will contribute to all employees who have completed six (6) months on the seniority list, ONE HUNDRED DOLLARS (\$100.00) tax free towards the cost of the employee's purchase of occupational apparel such as rainwear, safety boots or uniforms.

ARTICLE 13: MEDICAL EXAMINATIONS

- 13.1 Any medical examination requested by the Company 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 believe an injustice has been done an employee, have said employee re-examined at the Union's expense.
- 13.2 When a medical examination is required by the Company, the following conditions shall apply .
- (a) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination;
- (b) If a medical examination is taken after working hours, the employee involved will be paid two (2) hours pay. The employee shall make the appointment with the Doctor as designated by the Company within three (3) days from the date the Company requested the medical;
- (c) In all cases, employees shall be supplied a copy of the medical report;

- (d) No employees shall be required to take a medical examination on a Saturday, unless, the employee so requests and does so voluntarily;
- (e) In the event that 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;
- (f) Any medical examination required by the Company and/or Federal Legislation, Provincial Legislation, or United States Legislation for the purpose of maintaining a drivers license, shall be paid for by the Company.
- (g) One time medical examination of prospective new employee, required to determine employability, to be within the probationary period and at the expense of the prospective employee.
- (h) If the Company requires a note from a doctor due to an employee's absence for sickness, the Company will reimburse said employee the total cost of the charge for same.

ARTICLE 14: PASSENGERS

- 14.1 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 to the nearest public telephone in his truck, except by written authorization of the Company.

ARTICLE 15: EXTRA CONTRACT AGREEMENTS

- 15.1 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of the Agreement.
- 15.2 When new types of vehicles for which rates of pay are not established by this Agreement are put into use, the 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 after the date of the failure to reach agreement on such rates, and the rate as determined shall be applied as of the day the new equipment is put into use.

- 15.3 When new classifications of work for which rates of pay are not established by this Agreement are put into effect, the rates governing such classifications shall be subject to negotiations between the parties. In the event of failure to reach an agreement on such rates, the question shall be referred to Arbitration and a Board of Arbitration shall be established within thirty (30) days after the date of failure to reach such an agreement on such rates, and the rate as determined shall be applied as of the day of the new classifications of work was put into effect.

ARTICLE 16: STATUTORY HOLIDAYS

- 16.1 The following Statutory Holidays will be observed:

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

In addition to the above-mentioned Holidays, employees will receive four (4) additional days off, with pay between Christmas and New Year's Day.

- 16.2 (a) All employees other than highway drivers who are available for work on the normal shift preceding and following an observed Holiday, shall be paid eight (8) hours at his appropriate wage rate.
- (b) All eligible highway drivers shall receive ten (10) hours pay at his regular hourly rate provided he is available for work in the twenty-four (24) hour period prior to and following the Holiday.
- (c) Any employee working a general holiday shall receive the applicable holiday pay in the department they worked.

- 16.3 An employee shall not be entitled to Holiday pay if he has been laid off more than thirty (30) days prior to the Holiday.
- 16.4 If an employee is required to work on any of these Holidays, he shall receive double his normal rate of pay in addition to the pay for hours as set out in 16.2 (a) and (b).
- 16.5 When one of the observed Statutory Holidays falls on a Sunday, the day proclaimed shall be the day observed.
- 16.6 An employee shall not be entitled to pay for the aforementioned holidays until such time as he has been an employee of the Company for ninety (90) calendar days.
- 16.7 In the event of any of the motor manufacturing companies working on any of the above-mentioned Statutory Holidays, the Company reserves the right to allow a day prior or subsequent to the Holiday, in lieu thereof.
- 16.8 It is understood that Article 16 is subject to present and future regulations required under the Canada Labour Standards Code, Bill C126.

ARTICLE 17: VACATION WITH PAY

- 17.1 All employees with less than one (1) year of continuous employment shall receive vacation pay in accordance with the regulations of the Canada Labour Standards Code.
- 17.2 All employees who have completed one (1) year of employment by November 30th., in any year shall receive two (2) weeks vacation with pay.
- 17.3 Employees who have completed five (5) years of continuous employment by November 30th., in any year shall receive three (3) weeks vacation with pay. However, if an employee has not completed his five years of continuous employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.

- 17.4 Employees who have completed eight (8) years of continuous employment by November 30th, in any year shall receive four (4) weeks vacation with pay. However, if an employee has not completed his eight years of continuous employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his eighth (8th) anniversary date of employment.
- 17.5 Employees who have completed sixteen (16) years of continuous employment by November 30th., in any year shall receive five (5) weeks vacation with pay. However, if an employee has not completed his sixteen (16) years of continuous employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his sixteenth (16th) anniversary date of employment.
- 17.6 Employees who have completed twenty (20) years of continuous employment by November 30th., in any year shall receive six (6) weeks vacation with pay. However, if an employee has not completed his twenty (20) years of continuous employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twentieth (20th) anniversary date of employment.
- 17.7 Employees who have completed twenty-five (25) years of continuous employment by November 30th., in any year shall receive seven (7) weeks vacation with pay. However, if an employee has not completed his twenty-five (25) years of continuous employment when taking his vacation, the pay for the seventh (7th) week shall be delayed until his twenty-fifth (25th) anniversary date of employment.
- 17.8 Employees who have completed thirty (30) years of continuous employment by November 30th in any year shall receive eight (8) weeks vacation with pay. However, if an employee has not completed his thirty (30) years of continuous employment when taking his vacation, the pay for the eighth (8th) week shall be delayed until his thirtieth (30th) anniversary date of employment.
- 17.9 Vacation pay for those enjoying two (2) weeks, three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks, seven (7) weeks, and eight (8) weeks vacation with pay annually, shall be calculated at four percentum (4%), six percentum (6%), eight percentum (8%), ten percentum

(10%), twelve percentum (12%), fourteen percentum (14%) and sixteen percentum (16%) respectively, of their total earnings since the 30th day of May in the previous year.

- 17.10 It is understood and agreed that employees will not be permitted to work through their vacation period. Employees entitled to vacation will be required to take the appropriate time off.
- 17.11 Employees who are qualified for two (2), three (3), four (4), five (5), six (6), seven (7) weeks, & eight (8) weeks of vacation who sever, or have their employment severed after they become qualified for two (2), three (3), four (4), five (5), six (6), seven (7) or eight (8) weeks vacation as the case may be, shall receive at the date of the severance, or as reasonably possible thereafter, vacation pay computed at the rate of four percentum (4%), six percentum (6%), eight percentum (8%), ten percentum (10%), twelve percentum (12%), fourteen percentum (14%), or sixteen percentum (16%) respectively; of their total earnings since the 30th day of May in the previous year.
- 17.12 Any of the Statutory Holidays as listed in Article 16, falling within an employee's annual vacation period will be paid for at the rate of a normal day's pay, as set out in Article 6, section 6.2 (a) and (b) of this Agreement.
- 17.13(a) The Company will have each employee come into the Manager's Office and he must sign for his vacation in order of his seniority. The Vacation schedule will be posted one (1) month prior. An employee off sick or on leave of absence, or away for any other reason must notify his Steward, and have him sign for his preference. It is understood that no more than three (3) men will be on vacation at any time in the same department provided the total workforce does not drop below fifty (50) employees at which time two (2) men will be allowed unless by mutual agreement between the union and the Company.
- (b) The final vacation schedule shall be posted by the Company not later than April 1st., of each year.

- (c) Summer vacation periods shall be May, June, July, August and September inclusive.
- (d) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer months.
- (e) It shall be compulsory for the employees to take their vacation between April 1st., and the end of March, provided they have worked eighty percent (80%) of the normal work year.
- (f) For the purpose of computing vacation pay, the Company will use the wages that the employees earned during the period of June 1st through to May 30th., the earned vacation pay will be paid to each employee by the 15th day of June of each year.

17.14 It is understood that Article 17 is subject to present and future regulations as required under the Canada Labour Standards Code Bill C126.

ARTICLE 18: HOURS OF WORK AND WORK PREFERENCE

18.1 Senior employees shall be given the first opportunity to work a minimum of five (5) days per week, where work is available. Everything being equal, seniority shall apply on allocation of the sixth (6th) and seventh (7th) day operation, over and beyond the normal work week. The Company shall arrange highway trips in order to give the driver's preference in accordance with seniority at the time of dispatch.

18.2 A highway driver who has not been dispatched for two (2) working days will be subject to lay-off.

18.3 A highway driver must book off at his home terminal at the end of a trip in accordance with regulations which will be based on the length of the trip. Such regulations shall be determined by both the Company and the Union, reduced to writing and signed by both parties.

- 18.4 Drivers arriving at a Dealer, or at a Point of Delivery, on the completion of a trip, will be paid for all time held. Subject to the foregoing, highway drivers will not be obligated to report for work until eight (8) hours have elapsed. On Sundays and Holidays, the Company shall pay lodging and the meal allowance for three (3) meals in each twenty-four (24) hour period, so held over. When a driver is aware that he/she will be delayed at the point of delivery he/she will contact their dispatching terminal.
- 18.5 Drivers arriving at a Dealer, or at a point of delivery, shall be given preference on return loads according to Company seniority at time of dispatch. Dispatch time shall be determined by both the Company and the Union, reduced to writing and signed by both parties.
- 18.6 The Company in establishing the dispatch procedure, shall employ the system of going down the seniority list on a permissive basis, and back up on a compulsory basis.
- 18.7 Failure to work on a Saturday or a Sunday will not disqualify a highway driver from receiving Statutory Holiday pay.
- 18.8 (a) It is mutually agreed that all hourly rated employees shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) hours in any one day and/or forty (40) hours per week.
- (b) In the event the Company needs employees to perform work in any specific department when premium rates are applicable, the Company shall give the first opportunity to perform such work to the senior qualified personnel on that shift. However, if the work is declined the Company may offer the work to personnel in the other department in order of seniority, qualification and availability. If the work is still declined, the Company reserves the right to allocate the **work** in the reverse order of seniority, in the department where the premium rate work is required. Further to the above probationary employee's will only be offered work at premium rates after available seniority employees have been offered same. After a forty five (45) day layoff, the Company agrees to recall enough laid off employees to reduce the overtime by no less than fifty percent (50%).

- (c) The Company agrees that if a man has given notice in writing a week previous, he will not be compelled to work overtime that day.
- (d) When the time change occurs, it is understood that all shifts in the shop will move ahead one hour. When the time changes back, the shifts will revert back to the original starting times, this clause does not apply to releasing.

18.9 (a) Employees in Shop department covered by this Agreement reporting in for work shall be guaranteed no less than eight (8) hours pay, Monday through Friday. On Saturdays, the guarantee shall be four (4) hours, at time and one-half (1 1/2) the regular rate of pay. On Sundays, the guarantee shall be four (4) hours at double time (2X) the regular hourly rate of pay.

- (b) Saturday Rates of Pay - First hour to the Fifth hour: will be paid two and one-half (2 1/2) hours at straight time in addition to the mileage driven. Fifth hour to tenth hour: will be paid five (5) hours at straight time, in addition to mileage driven. Any hours worked in excess of ten (10) hours will be paid in the same manner, at one-half (1/2) times for the hours worked.

Sundays and Holidays Rates of Pay - First hour to the fifth hour: will be paid five (5) hours at straight time in addition to mileage driven. Fifth hour to tenth hour: will be paid ten (10) hours at straight time in addition to mileage driven. Any hours worked in excess of ten (10) hours will be paid in the same manner, at double (2X) time for hours worked.

- (c) Highway drivers required to lay-over to wait for a dispatched back haul load will be paid under the rates as established in Article 19 of this Agreement and under the conditions as described herein:

- 1) The following formula will apply to laid over highway drivers:-

If a driver is held over twelve (12) hours he shall be paid for all time held over the twelve (12) hours up to a maximum of ten (10) hours in the first twenty-four hour period from the time the run ends. The same principle shall apply in each succeeding twenty-two (22) hours.

- 2) The Company shall pay for lodging and the meal allowance for three (3) meals in each twenty-two (22) hours period of lay-over time.

18.10 The Company agrees to notify employees in the Shop Department in day shift by the end of their shift if they will not be required to work on their regular shift.

The Company agrees to notify employees in the Shop Department on afternoon shift **by 9:00 a.m.** prior to the commencement of the afternoon shift, if they will not be required for that shift.

ARTICLE 19: WAGE SCHEDULE

19.1 DRIVERS & DECKERS

Effective July 1, 1998, \$ 18.95/hour, plus C.O.L.A.

Effective July 1, 1999, \$ 19.40/hour, plus C.O.L.A.

Effective July 1, 2000, \$ 19.85/hour, plus C.O.L.A.

Effective July 1, 2001, \$ 20.30/hour, plus C.O.L.A.

19.2 The highway mileage rate shall include the normal inspection of the vehicle, including the following: - Checking tires, oil and water, brakelights, windshield wipers, clearance lights, installation of license plates, and thorough check of hook-up of equipment. The mileage rate shall also include the removal and return of license plates and clearance lights.

19.3 (a) HIGHWAY DRIVERS RATE OF PAY (IN CENTS PER MILE):

The following rates shall apply:

<u>EFFECTIVE</u>	<u>JULY 1/98</u>	<u>JULY 1/99</u>	<u>JULY 1/00</u>	<u>JULY 1/01</u>
SINGLE	45.18	45.93	46.68	47.43
2 WAY	45.68	46.43	47.18	47.93
3 WAY	46.18	46.93	47.68	48.43
4 WAY	46.68	47.43	48.18	48.93
5 WAY	47.18	47.93	48.68	49.43

Effective July 1, 1998, C.O.L.A. is to be added to the mileage rate.

- 19.3 (b) On short trips and break-downs, drivers will be guaranteed no less than eight (8) hours pay at their regular hourly rate. The Company has the right to provide eight (8) hours work. The driver has the right to request and receive a comparable trip if available or the right to go home.
- 19.4 (a) While travelling by means of bus or rail transportation, tickets will be purchased by the Company and supplied to the driver. The Company will continue past practice on trips that require bus and taxi fares, including taxi fare from Chatham train depot to the Company yard.
- (b) Drivers will not "deadhead" in vehicles which are not equipped with passenger seats. Sleepers do not constitute as a seat.
- 19.5 (a) In addition to all other established rates of pay, in Ontario on trips 600 miles or less, drivers shall receive a flat rate compensation of:

1 - 100	Miles	\$ 12.00
101 - 250	Miles	\$ 54.00
251 - 400	Miles	\$ 75.00
401 - 600	Miles	\$100.00

In Ontario on trips over 600 miles, drivers shall receive a flat rate compensation of \$80.00.

- (b) On trips delivered to all other Provinces, drivers shall receive the following flat rate compensation:

British Columbia	\$ 130.00
Alberta	95.00
Saskatchewan	80.00
Manitoba	80.00
Quebec	80.00
New Brunswick	95.00
Nova Scotia	112.00
Newfoundland	112.00
Prince Edward Island	95.00

- (c) When a driver takes a plane from a foreign point (e.g. Quebec City or Western Canada), the Company agrees to pay for the taxi fare from the Dealer or Branch to the airport

19.6 It is understood that drivers returning home by air flight shall report to the Company's office within twelve (12) hours after they arrive at home or such other time period as shall be considered reasonable by the Company and the Union, excluding Saturdays, Sundays or Holidays.

19.7 On return trips of over one thousand (1,000) miles, the Company will supply roomette accommodations as outlined below:

British Columbia - 3 days

Alberta, Saskatchewan & Nova Scotia - 2 days

Manitoba & New Brunswick - 1 day

Quebec City - 1 day

19.8 (a) The Company will make arrangements for the transportation from Buffalo, New York to Chatham, Ontario. In the event this is not possible, the Company agrees to re-negotiate the return rate.

(b) Drivers travelling with loads to Buffalo will be paid one hour pay for border crossing delay lasting up to one hour. Additional delay will be paid in accordance with the Agreement.

19.9 To be paid for such time as break-downs and other allegedly unavoidable delays, the employee must report same in writing upon his return to his terminal. The Company may require the employee to sign a Statutory Declaration, this is of the same force and effect as a statement made under oath by virtue of the Canada Evidence Act, and which he will set forth the causes to the best of his knowledge and belief for such break-down or delay. Break-down and unavoidable delays shall be paid at the appropriate hourly rate as spelled out in Article 19.

- 19.10 (a) In the case of break-downs or delays the employee must contact his dispatching terminal for instructions.
- (b) Breakdowns will be re-dispatched from their repair point by seniority.
- (c) The Company agrees that re-load at Branches or Dealers will be done on a voluntary basis.

19.11 Employees while driving, required to sleep away from their home terminal shall be provided with sleeping accommodations, fully paid for by the Company, upon presentation of legitimate receipts. All past practices will prevail. The Company shall have the right to designate Hotels/Motels. The Union reserves the right to inspect and approve of the Company's designated Hotels/Motels.

19.12 Meal allowance will be allowed to employees required to sleep away from their home terminal to the extent of SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) towards a meal before retiring and SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) towards a meal after sleeping. The Company will reimburse for meal allowance in the United States in U.S. Funds.

19.13 Drivers will receive the following rates for unloading:

2 WAY ... 1 hour pay	5 WAY ... 2-1/2 hours pay
3 WAY ... 1-1/2 hour pay	SPLIT LOAD ... 1 hour pay
4 WAY ... 2 hours pay	(for each drop in addition to unloading rate, excluding final destination)

Braking equipment (separate from towbar and including brake cylinder, hose, control valve, connectors and fitting).

Installation of same.....\$	1.50
Dismantling of same.....\$	1.25

For loads in which a tandem axle trailer is saddled, a premium of ONE DOLLAR (\$1.00) shall be paid per tandem.

19.14 (a) In addition to the mileage rate, it is agreed that Drivers on short trips shall be paid an amount as follows:

Effective June 30, 1988

Windsor & District.....\$	3.25 per unit
London & District.....\$	3.50 per unit
Hamilton & District.....\$	3.50 per unit
Toronto & District.....\$	3.00 per unit
Fort Erie & District.....\$	4.25 per unit
Detroit and Area.....\$	3.50 per unit

(b) If haul to U.S. (Wayne or Dearborn) materializes, the Company agrees to negotiate a rate according to Article 15, Section 15.3.

19.15 A letter of agreement covering part time casual help will be drawn up and agreed to at a later date.

ARTICLE 20: ANNUAL JOB BID

20.1 It is agreed between the Company and the Union that once each year all employees in the Shop and Driving Department may bid to transfer to other departments, providing they have the necessary qualifications and seniority.

20.2 The bid shall be held annually in the month of March and will be posted for seven (7) days commencing with the first (1st) MONDAY of that month. The bid will show the number of departmental openings, and shift starting times. Departmental openings must include the following classifications: Drivers, Yardmen, Releasing and Shop. Each employee will be brought into the office in order of his seniority to sign the bid, at which time he must indicate his preference. The transfer of employees will be effective on the first MONDAY of the month of APRIL. The results of the job bid will be posted for at least seven (7) days prior to the annual change and the Local Union area office will be given copies when completed. The appropriate Shop Steward will have the authority to

sign on behalf of any employee who is absent at the time of the Annual Job Bid due to sickness, injury, leave of absence or vacation.

- 20.3 An employee bumped out of a Department as a result of a Bid will move to whatever department his seniority and qualifications entitle him/her to.

ARTICLE 21: JOB OPENINGS

- 21.1 When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the Bulletin Board for seventy-two (72) hours, Saturdays, Sundays and Statutory Holidays excluded, and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their departmental seniority. The senior qualified employee(s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference at that specific time of the opening.

- 21.2 An employee who transfers from one department to another between bids shall be placed at the bottom of the departmental seniority list for work preference only. At the next annual Job Bid, he may exercise his terminal seniority for all purposes.

ARTICLE 22: HEALTH & WELFARE

- 22.1 (a) Effective November 27, 1994

The Company agrees to contribute the amount of Two Hundred and Twenty Three Dollars (\$223.00) per month, then MTIRB negotiated increases thereafter for each eligible employee covered by this Agreement to the Teamsters Union Local 880 Health and Welfare Trust Fund at 6566 Hawthorne Cr., Windsor, Ont., N8T 1J9

Effective July 1, 2000, increase Health & Welfare to \$233.00 per month.

- (b) To be eligible for payment an employee must have completed ninety (90) calendar days of employment and have reported for work at any time in the month.

- 22.2 (a) The Company agrees to provide and pay the full premium of Ontario Health Insurance Plan for all employees, and their eligible dependents who have completed ninety (90) calendar days of employment, and for employees that have been absent from work due to sickness or injury for a period of up to three (3) months, except that if the employee is on Workers' Compensation, coverage will continue during the first twelve (12) months following the commencement of the disability.
- (b) To be eligible for payment of premiums to the Ontario Health Insurance Plan the employee must have completed ninety (90) calendar days of employment and have reported for work any time in the month.
- (c) The Company will pay the premiums to the Ontario Health Insurance Plan for employees who are on lay-off for a period of up to three (3) months. The Company shall by payroll deductions, deduct from such employees for whom the premiums were paid while on lay-off, upon the employee's return to work, on the basis of an amount equal to one (1) month's premium per month, for each month that premiums were paid on the Employee's behalf.
- (d) Should the employee choose to leave the employ of the Company or after these three (3) months, he will be indebted to the Company for the full amount paid in premiums by the Company while he was not working.

ARTICLE 23: PENSION PROGRAM

- 23.1 (a) Effective December 1, 1998 - the Company contribution shall be Two Hundred Fifty One (\$251.00) Dollars per employee per month.

Effective July 1st, 1999 - the Company contribution shall be Two Hundred and Seventy One (\$271.00) Dollars per employee per month.

Effective July 1st, 2000 - the Company contribution shall be Two Hundred and Ninety One (\$291.00) Dollars per employee per month.

Effective July 1st, 2001 - the Company contribution shall be Three Hundred Eleven (\$311.00) Dollars per employee per month.

- (b) Each employee on whose behalf the Company has contributed must contribute Ten Dollars (**\$10.00**) per month.
- (c) It has been agreed to that the Union and the Company will each name one (1) Trustee, who will have joint authority to administer the pension program.

ARTICLE 24: GENERAL

- 24.1 All offenses for which Rules and Regulations provide penalties can only be held against the employee for a period of one (1) year, after such penalty has been imposed.
- 24.2 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 and Foremen are appointed, a notice to this effect will be posted and maintained on a Bulletin Board.
- 24.3 (a) A "lead-hand" shall be defined as a person who may perform work and direct the work of other employees and he shall be a Union member. He shall not have the authority to hire, fire or penalize. He may relay operational instructions from management to employees. When a lead hand is required to perform overtime work, he shall only enjoy work preference according to his seniority and qualifications, and shall not suffer the **loss** of the lead hand premium. A lead hand shall not enjoy preferential treatment if he is subject to lay-off, but will be laid off in accordance with his company's seniority regardless of qualifications.
 - (b) When lead hands are to be appointed by management, a bid will be posted and the lead hand will be selected according to qualifications and seniority; however, it will be the sole responsibility of the management to make the final selection, provided that when qualifications are equal, the **senior** man will be given preference.
 - (c) It is understood that the differential in wages for lead hands will be a minimum of One Dollar (\$1.00) per hour.

- 24.4** A premium rate of twenty-five cents (.25) per hour shall be paid to all employees on the afternoon shift, and a premium rate of thirty cents (.30) per hour shall be paid to all employees on the night shift, in addition to their regular hourly rates of pay.
- 24.5** Should a death occur in the immediate family of any employee who has completed his probationary period (immediate family being limited to: Father, Mother, Spouse, Common-Law Spouse, Brother, Sister, Step-parents, Step-Son/Daughter, Daughter, Son, Son-in-Law, Daughter-in-Law, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Grandparents, Grandchildren, Grandparents-in-law, Legal Guardian), the employee must notify the Company of the bereavement and upon such notification, the Company shall grant the employee time off providing such time off shall not exceed a total of three (3) consecutive calendar days. Each employee will be allowed one day off work with pay in the case of the death of an Aunt or Uncle. The Company agrees to make up the employee's regular pay for any such leave based on the number of days the employee was scheduled to work during the three (3) day period. Saturday shall be considered as a schedule work day. All employees other than highway drivers shall be paid in accordance with the appropriate call-in guarantee at their appropriate regular hourly rate. Highway drivers whose wages are normally calculated on a mileage basis, shall receive ten (10) hours pay at the highway driver's hourly rate. If more time is required for any reason relating to the death, a leave of absence without pay will be granted by the Company.
- 24.6** The employment of any employee may be terminated immediately upon it being established that such employee is or has been engaged in other gainful employment while working for the Company. Exception to the rule may be agreed upon by the parties, but generally speaking, no employee shall be permitted to work both for the Company and another employer.
- 24.7** An employee will not be discharged due to the loss of his driver's license. The Union and the Company will meet to discuss movement to alternative work, but no other employee will be laid off due to such move and the employee moving will be placed at the bottom of the departmental seniority list for work preference and lay-off. If the employee regains his license prior to job bid time, he will revert to his former position.

- 24.8 All hourly rated employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift, and a coffee break not in excess of fifteen (15) minutes in the second half shift.
- 24.9 Employees shall not take more than one (1) continuous hour for meals, or less than thirty (30) minutes and the meal period, which shall be between the fourth (4th) and the fifth (5th) hour on each shift.
- 24.10 An employee shall be allowed a five (5) minute wash-up time before lunch and before the end of the shift.
- 24.11 The Company shall provide clean and sanitary lunch room facilities for employees which shall be air-conditioned in the summer months and adequately heated in the winter months.
- 24.12 Washrooms shall be kept in clean and sanitary condition by the Company.
- 24.13 The Company shall maintain all shop equipment in condition that conforms with the safety standards of the Labour Law.
- 24.14 The Company agrees to supply loading tools which will be assigned to personnel on these jobs and must be turned in (either defective or broken) to receive a replacement. The Company will also replace broken or defective tools for Highway drivers. The Company will supply tool boxes and locks for each line.
- 24.15 BROKERS
- (a) Brokers will become members of the Union and will pay monthly dues, and all of the Collective Agreement applies except **wages**. If ratified, a separate addendum will be added to this Agreement to deal with the Broker wages and associated terms of employment.
- (b) The Broker classification will enjoy its own separate seniority list and will not be interchangeable with any other seniority list except in the following manner:

- (1) If a present employee becomes a Broker, he will carry his company seniority to the **Broker** classification and during the first three (3) years, he may decide to leave the Broker classification for any reason, he may return to the main Company seniority list, and retain his total seniority.
- (2) If after the three (3) year period the Company, for any reason loses the contract to haul the truck cabs for International Harvester, the present employee who had become a Broker, will be allowed to bump back onto the full Company seniority list.

24.16 Retention of 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.

24.17 Jury Duty

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay the employee eight (8) hours daily call in guarantee, less the amount of jury duty or crown witness pay received.

ARTICLE 25: COST OF LIVING ALLOWANCE

- 25.1 Effective January 1, **1999**, employees shall receive a cost-of-living allowance over and above their basic hourly or mileage rate.
- 25.2 The amount of the cost-of-living allowance shall be determined as set out herein on the basis of the Consumer Price Index for Canada as established and released by Statistics Canada (herein called the "Index" and on the basis of the Index for **1971** being **100**). Continuous of the cost-of-living allowance shall be contingent on the availability of the Index calculated on the same basis and in the same form as that published at the commencement of this Agreement. **No** adjustments, retro-active or otherwise shall be made due to any revisions



which may later be made in any published Index. In the event Statistics Canada shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

- 25.3 (a) A cost-of-living allowance adjustment shall be determined effective January 1, 1999, based on the difference between the base Index figure of November, 1997, and the Index figure of November 1998.
- (b) A second cost-of-living allowance adjustment shall be determined effective January 1, 2000, based on the difference between the base Index figure of November 1998 and the Index figure of November 1999
- (c) A third cost-of-living allowance adjustment shall be determined effective January 1, 2001, based on the difference between the base Index figure of November 1999 and the Index figure of November 2000
- (d) The adjustments in the cost-of-living allowance shall be for every .7 increase or decrease as follows:
1. for employees on an hourly rated basis, of one cent (.1) per hour,
2. for employees on a mileage basis, .25 mil (i.e. .025 per mile.)

25.4 The amount of the cost-of-living allowance in effect at any time shall not be incorporated in the basic hourly or mileage rates, but shall be paid for all hours actually worked for which the hourly rate is paid and for all miles actually recorded for which mileage payment is made pursuant to the terms of this Agreement.

ARTICLE 26: DURATION

26.1 THIS AGREEMENT shall become effective on the 1st day of JULY, 1998 and shall remain in full force and effect until JUNE 30th., 2002, and from year to year thereafter, unless notice of amendments by either party is given by registered post between the 60th., and the 30th., day of the expiration date, setting forth the amendments desired.

- 26.2 Negotiations shall be entered into within fifteen (15) days of notification to do so.
- 26.3 THIS AGREEMENT shall be binding upon the parties hereto, their Successors, Administrators, Executors and Assigns.
- 26.4 THIS AGREEMENT shall continue in full force and effect until a new Agreement is reached and all applicable clauses shall be retro-active to the expiry date of JUNE 30th., in each year.

IN WITNESS WHEREOF -THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS OF _____ 1999



FOR THE UNION:
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS UNION,
LOCAL NO. 888

_____ *Bob Brunson* _____

FOR THE COMPANY:
ACTIVE CANADA INC. (CHATHAM)

_____ *John P. ...* _____

MEMORANDUM OF AGREEMENT

Between

ACTIVE CANADA INC. (CHATHAM)

and

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

BE IT KNOWN AND AGREED between the parties hereto that the following shall apply on trips given to foreign drivers.

1. Due to the tremendous cost increase in air fare, ground transportation, negotiated increases, etc., said parties agree to the following:
2. Any driver shall be dispatched with a trip nearest his home terminal regardless of dispatch procedure at the terminal. Drivers shall be dispatched with return trips whether or not drivers are on layoff. The Company shall utilize the provision by equitably treating each terminal.
3. The Chatham Local will be provided, by the fifteenth day of the following month, the number of trips that foreign drivers pulled from the Chatham terminal. The Company agrees that determination of equatability shall be by trips and shall make up any deficit as soon as possible after the monthly report is sent out, and not to exceed **any** ninety (90) day period.
 - (a) Failure of the Company to make up the difference in the next ninety (90) days as aforementioned in Article 3, this Agreement shall be stopped until such imbalance has been corrected.
3. (b) The Company will provide the names of the foreign drivers who **took** said trips, along with the destination points.

Example: If a Canadian driver from a foreign terminal is in the area any set that is made up that day may be given to the foreign driver to move.
- (c) All trips given to foreign drivers must be moved prior to the next dispatch.

(d) In case of overflow trips that must meet the time demands placed on the Company by the shipper, the Company will utilize whatever drivers are available to assure shipment within the time limits.

- 4. Trips under 250 miles will not apply to this Agreement.
- 5. In no case will the Company try to use foreign drivers to dry up **work** in the Chatham area, but rather to have better utilization of drivers and equipment.

ACTIVE CANADA INC
(CHATHAM)

TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS UNION
LOCAL NO. 880

By: _____
Ray Myers

By: 
John Munro

By: 

By: _____

Date: _____

Date: _____

ADDENDUM "A"

to the

COLLECTIVE AGREEMENT

Between

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 990

And

DOMINION AUTO TRANSIT (1981) LIMITED

THIS ADDENDUM ENTERED INTO THIS _____ DAY OF _____ 19____

LETTER OF UNDERSTANDING CONCERNING DISPATCH PROCEDURE

Backhaul loads from Ste. Therese will be assigned at time of dispatch in Chatham to the driver with the load travelling closest to the Ste. Therese terminal.

FOR THE UNION

FOR THE COMPANY

TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS UNION LOCAL 880

DOMINION AUTO TRANSIT
(1981) LIMITED

ADDENDUM "B"
to the
COLLECTIVE AGREEMENT

Between

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL 880
and
DOMINION AUTO TRANSIT (1981) LIMITED

THIS ADDENDUM ENTERED INTO THIS _____ DAY OF _____ 19____

BROKER OPERATION

The following are the conditions and wage schedule of the Broker Operation which has been agreed upon by both parties above;

1. The Company agrees to pay on behalf of the Owner-Operators the following: Ontario License, P.C.V., P.L. & P.D. Insurance and will be responsible for trailer maintenance and trailer tires.
2. The Company will supply fuel to Owner-Operator at the Company's cost.
3. It is agreed that the Owner-Operator's tractor will be an I.R.C. and will be painted the Company's colours.
4. Owner-Operators will be treated as regular employees regarding government payroll deductions.
5. The Company agrees to be responsible for all freight charges and billings.
6. Effective July 1, 1985, Owner-Operators will be paid designated miles at the rate of \$1.02 per mile.
Effective July 1, 1986, Owner-Operators will be paid designated miles at the rate of **\$1.06** per mile.
Effective July 1, 1987, Owner-Operators will be paid designated miles at the rate of **\$1.11** per mile.

7. Owner-Operators will be afforded the privilege of running any route he so chooses.

FOR THE UNION

TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS UNION, LOCAL 880

John P. Munn

FOR THE COMPANY

DOMINION AUTO TRANSIT
(1981) LIMITED

GENERAL RULES & REGULATIONS GOVERNING THE ACTIONS OF EMPLOYEES

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

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

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

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

All infractions of the Highway Traffic Act and Municipal By-laws shall be the responsibility of the driver, except, those which are, by their nature, the responsibility of the Company.

1: ACCIDENTS

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

2: EQUIPMENT

- (a) Tampering with tachograph, governor, or other safety devices.
SUBJECT TO DISMISSAL
- (b) Operating power equipment with radiator or grille covered or obstructed with unauthorized covering -

1st offence Subject to 3 days off
2nd offence SUBJECT TO DISMISSAL

(c) Excess idling of equipment -

- 1st offence Reprimand
- 2nd offence 1 day off
- 3rd offence 3 days off
- 4th offence 1 week off

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

- 1st offence 1 day off
- 2nd offence 3 days off
- 3rd offence 1 week off
- Subsequent offences Additional time off,
SUBJECT TO DISMISSAL

(e) Intentionally operating equipment with tire pressure too low.

- 1st offence Reprimand
- 2nd offence 1 day off
- 3rd offence 3 days off
- Subsequent offences SUBJECT TO DISMISSAL

3: CONDUCT & BEHAVIOUR

(a) Consuming intoxicants while on duty or on the Company's property.

- 1st offence IMMEDIATE DISMISSAL

(b) Reporting for work while under the influence of an intoxicant.

- 1st offence Reprimand to 1 week off
- 2nd offence SUBJECT TO DISMISSAL

(c) Theft, dishonesty, or wilful damage or failure to turn in monies collected.

- 1st offence IMMEDIATE DISMISSAL

(d) Discourtesy to a customer (subject to investigation)

- 1st offence Reprimand
- 2nd offence 1 week off
- 3rd offence SUBJECT TO DISMISSAL

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

- 1st offence Reprimand to 3 days off
- 2nd offence 3 days to 1 week off (after investigation)
- 3rd offence SUBJECT TO DISMISSAL

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

- 1st offence Reprimand
- 2nd offence SUBJECT TO DISMISSAL

(g) Flagrant disobedience of orders of authorized personnel.

- 1st offence 5-days off
- 2nd offence SUBJECT TO DISMISSAL

(h) Failure to make proper collections -

- 1st offence Reprimand
- 2nd offence 1 week off
- 3rd offence SUBJECT TO DISMISSAL

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

- 1st offence Reprimand
- 2nd offence 3 days off
- 3rd offence SUBJECT TO DISMISSAL

(j) Conviction resulting in the loss of drivers license while operating company equipment.

- 1st offense SUBJECT TO DISMISSAL

(k) If a driver **loses** his license while operating other than Company equipment, the Company will not be obliged to provide other employment but, it is agreed that a meeting will be held within seven (7) days between the Company and the Union to deal with the individual situation.

4: REPORTS

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

- 1st offence SUBJECT TO DISMISSAL

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

- 1st offence SUBJECT TO DISMISSAL

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

1st offence Reprimand
2nd offence Reprimand
3rd offence 3 days off
Subsequent offences SUBJECT TO DISMISSAL in aggravated cases.

5: DRIVING BEHAVIOUR

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

1st offence 3 days off
2nd offence SUBJECT TO DISMISSAL

(b) Driving at speeds in excess of government posted speed limits.

1st offence Reprimand
2nd offence 3 days off
3rd offence 1 week off
4th offence SUBJECT TO DISMISSAL

(c) Unnecessary delays while operating Company vehicles.

1st offence Reprimand
2nd offence 3 days off
3rd offence 1 week off
Subsequent offences SUBJECT TO DISMISSAL

(d) Deliberate tail-gaiting

1st offence Reprimand to 1 week off
2nd offence SUBJECT TO DISMISSAL

(e) Carrying of unauthorized persons in Company vehicles.

1st offence SUBJECT TO DISMISSAL

6: ATTENDANCE

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

(b) Failure to notify the Company not less than one half ($\frac{1}{2}$) hour before regular starting time when unable to report for duty with a reasonable explanation.

- 1st offence Reprimand
- 2nd offence Reprimand
- 3rd offence 5 days off
- Subsequent offenses SUBJECT TO DISMISSAL

(c) Reporting late for work without reasonable explanation (this paragraph shall not be subject to Article 24.1 of this Agreement)

- 1st offence Reprimand
- 2nd offence 1 day off
- 3rd offence 2 days off
- 4th offence SUBJECT TO DISMISSAL

The penalty if any, shall be as agreed upon between the Company and the Union. Any offence against this Rules shall not be held against the employee any longer than thirty (30) calendar days.

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

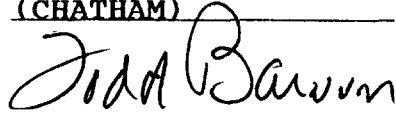
- 1st offence Reprimand to 1 week off
- 2nd offence SUBJECT TO DISMISSAL

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

FOR THE UNION
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN & HELPERS UNION LOCAL 880



FOR THE COMPANY
ACTIVE CANADA INC.
(CHATHAM)



MEMORANDUM OF AGREEMENT

Between: ACTIVE CANADA INC. (CHATHAM)
hereinafter referred to as the "Company"

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN LOCAL **880**
hereinafter referred to as the "Union"

The Union and the Company agree that the movement of traffic from Chatham, Ontario to Canton, Michigan instituted in July will remain in effect for the term of the Collective Agreement under the following conditions:

- 1) The Active Canada Inc. drivers out of the Chatham yard, Local **880** members will be the only drivers to cross the border on this run.
- 2) No U.S. drivers will cross the border to pick up traffic on the above mentioned move.
- 3) Drivers will be paid the following rates for the duration of the Collective Agreement as follows:

<u>No Back Haul</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
1st	\$81.00	\$83.00	\$85.00	\$87.00
2nd	83.00	85.00	87.00	89.00
3rd	89.00	91.00	93.00	95.00

<u>With Back Haul</u>	<u>July 1/98</u>	<u>July 1/99</u>	<u>July 1/00</u>	<u>July 1/01</u>
1st	\$93.00	\$95.00	\$97.00	\$99.00
2nd	95.00	97.00	99.00	101.00
3rd	101.00	103.00	105.00	107.00

Two trips will be considered a full days work. Fridays will be **3rd** trip optional.

I M P O R T A N T N O T E :

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

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

IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION. ETC., NOTIFY THE UNION OFFICE & OBTAIN A WITHDRAWAL CARD.

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

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

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

A L W A Y S

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

"BE A GOOD UNION MEMBER"
