

MONTREAL, Quebec

CANADA

SOURCE	UMWA		
EFF.	90	10	01
TERM.	93	09	30
No. OF EMPLOYEES	5		
NOMBRE D'EMPLOYÉS	5		

**COLLECTIVE LABOUR AGREEMENT**

between

**MORGAN STORAGE AND MOVING LTD**

(hereinafter referred to as: "THE EMPLOYER")

and

**CARTAGE & MISCELLANEOUS EMPLOYEES UNION,  
LOCAL 931 (aff. I.B.T.)**

(hereinafter referred to as: "THE UNION")

JAN 10 1992

0335804

**ARTICLE 1: OBJECT OF THE AGREEMENT**

1.01 The object of this Agreement is to cooperate in establishing and maintaining proper and appropriate conditions suitable to the industry, tending to assure uniform and equitable terms of employment acceptable both to the Employer and the employees, to provide fair and peaceful methods of adjustment for all misunderstandings that could arise between them and to develop goodwill, friendly relations and a better understanding between the parties.

**1.02 No discrimination**

- a) The Employer and the Union agree that there will be no discrimination towards any employee concerning his hiring, salary, terms and conditions of employment because of his race, colour, religion, nationality, French or English spoken language, age or sex. Moreover, the parties agree that there will be no restriction nor segregation whatsoever towards any employee in order to deprive him of job opportunities because of his race, colour, religion, nationality, French or English spoken language, age or sex.
- b) The Employer and the Union agree not to discriminate against any employee because of his adhesion or non-adhesion to the Union or because of his participation or non-participation in any legal union activity under this Collective Labour Agreement.

**ARTICLE 2 BARGAINING UNIT**

2.01 The Employer recognizes the Union as the sole bargaining agent to represent its employees as mentioned in the certification granted to the Union by the Canada Labour Relations Board.

2.02 The term "employee" designates any individual who performs work for the Employer covered by the bargaining unit stipulated in article 2.01 and who is directly or indirectly paid by the Employer.

However, it excludes any individual performing some work for the Employer covered by the bargaining unit stipulated in article 2.01 within the scope of the operations described in articles 8.10 and 8.11.

**2.03 a) Definition of classifications**

There will be five (5) classifications which will be the following:

1. Tractor driver
2. Straight truck driver
3. Warehouseman
4. Crater
5. General helper

**b) Definitions of qualifications**

**1. Classification No. 1**

Tractor driver **means** an employee who drives a tractor-trailer unit.

**2. Classification No. 2**

Straight truck driver means an employee who drives a truck of not **more** than two (2) axles.

**3. Classification No. 3**

Warehouseman means an employee whose regular functions consist of verifying, registering, placing, and selecting goods moving in or out **of** the warehouse, operating a fork lift truck to move goods when required.

**4. Classification No. 4**

Crater means an employee who designs, builds and loads crates or containers suitable to the **goods** and **mode** of transportation required.

**5. Classification No. 5**

Helper means an employee who performs duties of helper as requested by his Employer.

Only **the** classifications and qualifications mentioned in Article 2.03 are considered for the purpose of the present agreement. **The** possibility of adding any new classifications **or** qualifications shall have to be **previously** negotiated between the **Employer** and the Union according to the delay provided for in **Article 20.27**.

**2.04 Alienation or Company ownership transfer**

- a) This** agreement is binding on the Company regardless of ownership or any change in Company

structure.

- b) The Employer agrees to inform the Union of the sale of the company within fifteen days following the sale.
- c) The Employer agrees to inform the Union of any change in the location of the head **office**, or of any additional locations, within fifteen days preceding such change or addition.
- d) The provisions of clause 2.04 do not prejudice the rights under other clauses of this Agreement or under the law.

**ARTICLE 3: MUTUAL RIGHTS**

**3.01** The Union recognizes the right of the Employer to direct its working force, to hire, fire, suspend for just and reasonable cause, promote, demote, and transfer any employees and to administer its business in all respects in accordance with its obligations.

- 3.02**
- a) The Employer agrees not to take any disciplinary measure against any employee for acts committed outside of his working hours unless the Employer proves that these acts are directly related to his work function and that he has suffered serious prejudice as a result thereof.
  - b) No Union activities will be carried on during working hours or on the Company premises except those permitted by this agreement.

**3.03** The Employer has the right to discharge any employee or take disciplinary measures against him for incompetency, dishonesty, dangerous driving, absorption of beer or alcoholic liquors, use of drugs not prescribed by a doctor while at work, appearance on the Employer's property while intoxicated, willful insubordination or any other infringement to the work rules or for any other reason judged sufficient by **the** Employer to justify such an action. In cases of discharge or discipline, which are subject to the grievance procedure, the burden of proof will devolve upon the Employer.

**3.04** **Discipline**

- a) **The** Union acknowledges that it is the right of the Employer to maintain order and discipline, to make and alter rules and regulations to be observed by employees, such rules and regulations to be

consistent with the provisions of this Agreement.

- b)** An employee liable to a suspension or discharge or on whose file a disciplinary mention has been added shall be personally notified in writing.
- c)** The notice will stipulate the reason justifying the disciplinary measure.
- d)** The employee shall sign an acknowledgement of the notice, but his signing does not mean he admits to the offence.
- e)** The Employer will not ~~impose~~ more than one sanction to an employee for the same offence.
- f)** The Employer will remit to the shop steward and the Union a copy of each disciplinary measure added to an employee's file.
- g)** In cases of suspension or discharge, the Employer shall enforce them within a two week delay of his knowledge of the incident, except in cases where the Employer must gather information before reaching a decision, If more than two weeks are required the Employer will notify the Union.
- h)** A disciplinary record will not for any reason be retained against an employee more than twelve months after its deposit. An accident record will not for any reason be retained against an employee more than fifteen months after its deposit.
- i)** An employee who is absent without any valid reason shall be liable to disciplinary measure. If such absence extends for three consecutive days it shall be considered as voluntary termination of employment.
- j)** Only those disciplinary notices given in conformity with article 3.04 may be taken into consideration in an employee's record.
- k)** The procedure described in article 3.04 shall be compulsory unless there is mutual written consent between the parties.
- l)** The Employer will apply, in a general manner, a uniform discipline for ail employees.

### 3.05

#### Legal picket line

Refusal by an employee to cross a Union legal picket line shall not be a violation of this Agreement and shall not be a cause of discharge or disciplinary action, providing the picket line is not at the Employer's terminal and no legal strike exists between the parties to this agreement.

**3.06**      **Strikes lock-out**

During the duration of this agreement, there shall be no lock-out by the Employer, or any strike, sit down, slow down, work stoppages or suspension of work either complete or partial for any reason by the employees. Any strike, plant occupation, slowdown or work stoppage, either total or partial, shall render the employees involved liable to immediate dismissal.

**ARTICLE 4:**      **UNION SECURITY AND DEDUCTION OF UNION DUES**

**4.01**      All employees, subject to this agreement, shall, as a condition of employment, become Union members after completing thirty calendar days of employment, maintaining such membership in good standing for the duration of this agreement.

**4.02**      The Employer agrees to deduct from the first pay of the month of each employee who has completed a period of thirty calendar days of employment, the amounts authorized by the Union Constitution and Local By-Laws in payment of Union dues, initiation fees and special assessments, the whole in conformity with the Union written instructions.

The Employer furthermore agrees to make such changes in the forementioned deductions as advised from time to time by the Union. The Union shall notify the Employer, in writing, three weeks prior to any change in the amounts to be deducted.

**4.03**      **Remittance of dues to the Union**

The Employer shall remit to the Treasurer of the Union, not later than the fifteenth day of the following month, the amounts deducted according to the disposition of article 4.02 by cheque made payable to the Union, accompanied by the form supplied to this effect by the Union stating the names, social insurance number, amounts deducted, and the items for which the said amounts have been deducted. Computer forms shall be accepted by the Union.

**4.04      Union dues of absent employees**

Union dues of any absent employee but still registered on the payroll at the time the deductions are made, shall be deducted from his first regular pay following his return to work. However, if an employee is on vacation during the week the deductions are to be made, his Union dues will be deducted from his vacation pay.

However, the Union may give other instructions in certain cases of prolonged absence.

**4.05      Authorization to deduct**

Each employee on the first working day after qualifying for Union membership will be asked by the Employer to sign a Union membership form supplied by the Union. The form will authorize the Employer to make deductions from the employee's pay in accordance with the provisions of this article, and the form shall be forwarded to the Union office within thirty days after signing.

**4.06      Indemnity against claims**

The Union shall compensate and clear the Employer of all claims, requests, legal actions or any other form of responsibility that might proceed or derive from the Employer's action in making the deductions provided for in clauses 4.01 to 4.05 inclusive.

**4.07      Income tax deduction**

Upon remitting the federal and provincial income tax forms to his employees, the Employer agrees to mention on same the contributions paid to the Union.

**ARTICLE 5:      SHOP STEWARD**

**5.01**      The Employer acknowledges the right of the Union to appoint a shop steward to represent the employees. In certain cases, if deemed necessary, the Union shall have the right to name as assistant whose responsibility shall be to replace the shop steward when absent.

The Union shall inform the Employer, by certified mail, of the name of the shop steward, as well as of his assistant and of any change that might be made indicating the name of the substitute.

The Employer shall not admit as shop steward any employee of less than one (1) year of continuous

employment with the Employer or for whose nomination he has not been advised in writing by the Union.

The duties of the shop steward shall not in any way interfere with his responsibilities as an employee towards his Employer and that he shall be held responsible for the same quantity and quality of work as the other employees.

**5.02 Shop steward's seniority**

The shop steward will be considered as the most senior employee only in the following cases: distribution of work, overtime, lay-offs and recall to work provided he is capable of performing the available work.

**5.03 Authority of the shop steward**

The authority of the shop steward shall be limited to and shall not exceed the carrying out of the following duties and activities:

1. The shop steward's principal duty is to see to the application of this Agreement. This includes investigations and presentations of grievances, discussions of same either verbally or in writing.
2. Transmission of messages and information authorized by the business agent provided that said messages and information have been condensed in writing and are of a routine nature. Such messages and information shall not imply neither work stoppages, nor slowdown, nor refusal to handle merchandise nor any other interference with the Employer's trade or business.
3. The shop steward involved in a discussion of a grievance in accordance with Article 6 (6.01, 6.02 and 6.03) or summoned by the Employer while performing his duties as shop steward, shall be paid his regular rate of salary for all hours involved. If other meetings are necessary between the Employer and the shop steward, the parties shall define together the mode of these meetings. If possible, grievances are to be discussed outside working hours.

The shop steward shall not file a grievance on pretext that a piece of work has not been furnished to him while he was performing his duties as shop steward.



- 5.04 a) The shop steward has no power to call a strike or any other action involving an interruption in the Employer's trade or business. The Employer has the power to impose appropriate disciplinary measures, including dismissal, in the event the shop steward would start a strike, a slowdown, or a work stoppage.
- b) More particularly but without restricting the generality of the foregoing, any action or motion from a shop steward while not performing his duties as shop steward shall not implicate nor bind the Union.

**5.05 Absence for Union activities**

A union representative or officer, may at his own expense be absent from work to attend union meetings provided that a written notice has been sent within a minimum period of fifteen (15) calendar days by the Union to the Employer informing him of said absence in order to let him make the necessary adjustments to his schedules. The maximum number of days off allowed under this clause shall not exceed seven (7) consecutive days. However, during the period of negotiations for the renewal of this Agreement, after the original fifteen day notice will have been given to the Employer, the Union shall, if necessary, send another notice for a shorter period in the case of employees members of the bargaining committee insofar as the said period is for a minimum of at least forty-eight hours.

**5.06 Employer's right to refuse other requests for leave of absence**

- a) The Employer shall not be bound to grant time-off permissions other than those provided for in this agreement and his refusal to grant such subsequent time-off permissions shall not be subject to the grievance procedure.
- b) In the event the Union selects one of its members to make him a business agent, the picked employee shall be entitled to a leave of absence without pay for the term of the present agreement and he shall keep the seniority rights he had at the time of his departure. One, and only one, employee may be picked.

**ARTICLE 6: GRIEVANCE PROCEDURE**

**6.01** Any difference in interpretation or violation of any of the provisions of this agreement by the Employer or any one of the employees covered by this agreement, or by the Union, shall be considered a grievance, provided the said grievance is submitted in writing within fifteen (15) working days following the misunderstanding or knowledge of the facts giving rise to the grievance.

**6.02** When a grievance is presented, it must describe the subject and nature of the grievance and for reference, whenever possible, identify the article and clause which was infringed.

**6.03** Any employee shall have the right to insist upon the presence of the shop steward when he will be required to present himself before the Employer for disciplinary reasons.

**6.04** An employee who feels that he has been unjustly dismissed shall file his grievance in writing within five working days following the Employer's decision.

**6.05** **First step**

The affected employee together with the shop steward shall file the grievance in writing to the operations manager whose written decision shall be rendered within the following ten working days. Copy of said decision shall be given to the plaintiff, the Union and the shop steward.

**6.06** **Second Step**

a) Failing a settlement, the grievance may be submitted to arbitration by one party or the other within twenty-eight calendar days following the written answer of the Employer by forwarding a notice of reference to arbitration without the necessity of specifying the name of the arbitrator. Only the circumstances and facts contained in the original written version of the grievance and those contained in the Employer's written answer shall be submitted for consideration to the arbitration board.

b) The delays provided herein may be extended by the parties upon mutual consent.

c) Each one of the parties shall transmit to the other his choice of arbitrators, as per the list covered by article 26.02. The said arbitrators shall be neutral.

d) In the event that the parties cannot agree on the

choice of arbitrator, either party shall have the right to appeal to the Minister of Labour in order that an arbitrator be appointed.

**6.07**      **Arbitrator**

- a) The grievance shall be heard by one arbitrator only mutually agreed upon by both parties or appointed by the Minister of Labour of Canada.
- b) An arbitrator appointed must be ready to proceed within thirty days following reference to arbitration.
- c) The arbitrator having heard the grievance is bound to render and send his decision to the parties within thirty days following the last hearing.
- d) The delays provided herein may be extended by the parties upon mutual consent.
- e) The parties take upon themselves their own costs and expenses as well as those of their representatives and witnesses, but the arbitrator's cost will be assumed by the losing party.
- f) In the event where the Employer neglects to answer the grievance submitted in writing within ten working days from the receipt of said grievance, as mentioned in article 6.05, the Union will not be obliged to follow the delays stipulated in article 6.06 "a".

**6.08**      **Arbitrator's final decision**

The arbitrator's decision shall be final and shall bind the parties.

**6.09**      **Arbitrator's jurisdiction**

- a) In reaching his decision, the arbitrator is bound by the facts stipulated in the written grievance of the plaintiff and by those included in the written answer of the defender. The arbitrator has no right to amend, change, modify or add any clause or article in the present agreement and he must not render any decision contrary or inconsistent with the agreement's stipulations.
- b) The Union and/or the Employer shall have the right to exercise all recourses granted by the present collective labour agreement to each one of the

employees and/or credence of the person concerned either to the Union or the Employer.

- 6.10** When an arbitration decision will imply a reimbursement to the employee, the latter shall be made together with the pay following the reception of the said decision.

**ARTICLE 7: DISMISSAL**

- 7.01** Any dismissed employee shall, within the five working days following the date of his dismissal, receive wholly wages owed to him by the Employer including earned vacation pay if need be.

- 7.02** Acceptance by an employee of his severance pay shall never cause him prejudice when presenting within the period prescribed in Article 6.01 a grievance based on unjust discharge.

**7.03 Reinstatement of an unjustly discharged employee**

Except in the case of legal contestation from the Employer, any employee declared unjustly discharged during the arbitration shall be reinstated to his functions with or without retroactive compensation according to the arbitrators decision.

In cases of dismissal, the arbitrator shall have the right to annul said dismissal or to reduce it to a suspension if he judges that a dismissal is too severe. In cases of suspension, the arbitrator shall have the right, if he judges that the term of the suspension is too severe, to reduce or annul it.

**7.04 Transportation of any employee dismissed away from his home terminal**

Any employee dismissed while away from his home terminal shall be returned to his home terminal by means of one of his Employer's vehicles but without any expense allowance or salary from the time of his dismissal.

**ARTICLE 8 SENIORITY**

- 8.01** New employees will be considered on probation up until they are placed on the seniority list. An employee will be placed on the regular seniority list after he has been employed by the Employer during thirty (30) calendar days.

During such period, he may be dismissed or disciplined without recourse to the grievance procedure and he is

only covered by the reduced hourly rate stipulated in article 13.04 and by articles 4.01, 20.02 and 20.03.

Upon completion of the preceding conditions, the employee will become regular and will be entitled to all benefits and privileges herein.

**8.02 General seniority rights**

Seniority of each employee governed by this agreement shall be established from the date of his last hiring but shall be effective only after completion of his probationary period.

For the purpose of these presents, the hiring date shall be the date of the first day worked by the employee.

**8.03 Loss of seniority rights**

Seniority of any employee governed by this Agreement shall cease for the following reasons:

- a) voluntary separation;
- b) discharge for cause;
- c) lack of work or lay-off for a period exceeding twelve (12) months;
- d) failure to reply to recall notice as specified in article 8.07;
- e) Any employee having completed his probationary period who will be absent from work for sickness or injury resulting from his work and whose claim will be recognized by the Quebec Workman Compensation Board shall maintain his seniority until the board declares him fit to return to work.

However, if the injury or sickness is not the result of his work, the employee's seniority shall cease at the end of a two-year period of absence.

**8.04 Seniority list and posting**

The Employer shall post on the Union bulletin board a seniority list showing the names of all the employees covered by the present agreement, their hiring date, social insurance number, classification and qualifications. Said list shall be revised everytime an adjustment is required. A copie of this list will be sent to the Union.

The list shall be considered official and permanent and any request for correction of an error shall be made in writing within thirty working days of its posting and this, without any retroactive compensation. Afterwards no claim will be considered.

Names of new employees shall be added to the bottom of the list at the end of their probationary period and they will have thirty working days to request in writing, a correction of any error, and this without retroactive compensation.

In the event of hiring two or more employees on the same day, their names shall be added to the list by alphabetical order beginning with the family name and then the given name.

**8.05 General seniority rules**

The purpose of the seniority rules is to establish a policy governing lay-off, recall after lay-off, promotion and assignment of daily work.

The Employer shall post a list called "Detailed Employee Standing List" in addition to the General Seniority List which will show the seniority standing of each employee within their Classification and their qualifications. A notation of "C" for Classification and "Q" for qualification will be indicated beside each name.

**8.06 ANNUAL REVISION**

Once each year between October 1st and October 31st, the employee shall notify his Employer in writing of any errors contained on either list. The Employer must then correct the error immediately and this without retroactive compensation.

When a regular employee can establish that he has worked in a superior classification for more than (50%) fifty percent of his time, the Employer must recognize the employee in that classification. The verification period will be twelve (12) months prior to the employee's request.

**8.07 Allocation of work**

- a) In the allocation of daily work, the official morning work assignments are those prepared by the dispatcher the previous day.
- b) The Employer shall assign the available work to the

most senior employee who is immediately available within the classification. However, this does not give the employee the right to choose or refuse the work to be done.

The shop steward may refuse a job assignment if he already has a confirmed appointment, of which the Employer has been advised as stipulated in article 5.05, concerning the carrying out of his duties as established in article 5.03.

- c) Where the Employer temporarily needs additional employees in a specific classification, he may recruit his additional personnel from those with the appropriate qualification. If the employee works in a classification with a higher rate of pay, he must receive the higher rate. When an employee works in a lower classification his rate of pay will not be lowered.
- d) The daily work will be allocated with preference being given to the most senior employees for work which appears to be the highest paying, the whole being subject to the restrictions and considerations of practical order related to the allotment of daily work.

#### **8.08 Lay-off and recall**

In cases of lay-off, the last hired employee shall be the first one to be laid off and the last one laid off shall be the first one to be recalled provided he is classified or qualified to perform the required work.

Each employee has the right to use his general seniority right to bump a junior employee provided he is classified or qualified to perform the required work.

In the event of the recall of a laid-off employee, the Employer may telephone the employee to inform him that work is available, however, the recognized official notice of recall shall be by telegram or registered mail sent to his last known address. After delivery to the said address of the notice of recall, the employee shall notify his Employer of his intent to return to work.

If the employee has been laid off for a period of more than thirty (30) working days, he shall notify his Employer of his intent to return to work within the following two working days. He will be allowed five working days to report to work including the two working days notice.

If the lay-off period is less than thirty working days, the employee shall be allowed one working day to notify his Employer, one additional working day to work.

In the event the employee fails to reply to said notice of recall, he shall be considered as having voluntarily renounced to his rights except if he has been prevented from doing so by reasons beyond his control. In such a case the burden of proof will devolve upon him.

**8.09**      **Sub-contract**

- a) In the temporary renting of outside equipment with operator, the Employer shall give preference to cartage enterprises under Labour Agreement with the Teamsters' Local 931, provided that they are available.
- b) If the Employer temporarily rents outside equipment without operator to carry out his operations, he binds himself to use his employees, if available, to operate such equipment.

**8.10**      **Brokers operation**

The Employer who has or who would introduce brokerage operations shall negotiate the conditions with the Union. The Employer will advise the Union, by certified mail, fifteen (15) working days prior to the introduction to brokerage operations.

**8.11**      **Promotion**

A promotion is considered as a position within the scope of this Agreement allowing a higher rate of hourly pay. To this effect, a five-working-day notice shall be posted, whenever possible, to allow employees to apply.

In cases of promotion, vacancy or addition within the bargaining unit, the Employer shall consider the most senior employee who has the qualification of the higher classification.

Employees desirous to qualify themselves shall inscribe their names on this list. When need be, the Employer shall give the inscribed employees the chance to qualify themselves and to that effect, he will grant them an adequate training. If an Employer declares that a regular employee is not qualified following a training period, the Union and the Employer will have recourse to a third party who will decide if the said employee is qualified or



not. The third party's decision will be final and binding upon the concerned parties.

This being an employee's request, the training will be at the Employer's discretion and without pay to the employee.

**8.12 Acquisition, merger or purchase**

In the event the Employer acquires or purchases the control of another Company in Montreal, the employees' seniority shall be as follows:

- a) If the name of the purchased or acquired Company disappears, the employees of the said Company shall be at the bottom of the list of employees of the Company that purchased or acquired control of this new enterprise in the same seniority order as with their previous Employer.
- b) In the case of a merger between two companies, the seniority list of each company's employees shall be merged.
- c) If the name of the acquired or purchased Company does not change, the employees of the purchased or acquired Company will be on a separate seniority list.

**8.13** The Drivers Commission Agreement covers moving jobs outside a radius of 80 km from Montreal, and the terms and conditions of that agreement supersede this agreement when employees *are* working on those jobs.

**ARTICLE 9: LEAVE OF ABSENCE**

**9.01 Absence for funeral**

In the event of the death of his spouse, child or adoptive child, the employee shall be entitled to a five (5) day funeral leave paid at his regular rate in order to allow him time to assist his family in a bereavement period.

In the event of the death of his father, adoptive father, mother, adoptive mother, brother, sister, father-in-law or mother-in-law the employee shall be entitled to a three (3) day funeral leave paid at his regular rate in order to allow him time to assist his family in a mourning period, provided this period is between the death and the funeral, and they are working days.

At the employee's request, this funeral leave can be extended to five (5) days, the two (2) additional days being without pay.

In the event of the death of his grandfather, grandmother, brother-in-law or sister-in-law the employee shall be entitled to a maximum of three (3) days funeral leave, including one day with pay in order to allow him time to assist his family in a mourning period, provided this period is between the death and the funeral, and they are working days.

**9.02**     Maximum duration of leave of absence outside the bargaining unit

- a) If an employee accepts a promotion outside the bargaining unit, he shall automatically lose his seniority rights and all other rights he is entitled to under this Agreement after a period of ninety working days and he shall resign from the Union.
- b) However, during the ninety day period, the employee shall continue to pay his Union dues which will cease if after the completion of his ninety-day period he does not come back within the bargaining unit.
- c) The above mentioned practices shall not apply more than once a year for each employee.

**9.03**     Seniority rights during a leave of absence

The period of time while an employee is on a leave of absence shall be fully included in his seniority rights except in the case of a business agent as provided for in article 5.06 "b".

**9.04**     Absence for the birth of a child

The employee whose wife gives birth to a child, is entitled to one day leave with pay which will be the day of the birth or the day following the birth of the child, provided it falls on a regular working day.

**9.05**     The Employer shall not be obliged to grant leaves of absence other than those mentioned herein and his refusal to grant additional leaves shall not be subject to the grievance procedure.

An employee working for another Employer during a leave of absence is considered as having voluntarily quit his job.

**ARTICLE 10: STATUTORY HOLIDAYS**

10.01 The following days will be considered as paid legal statutory holidays:

New Year's Day  
2nd of January  
Good Friday  
Victoria Day  
St. John the Baptist Day  
1st of July  
Labour Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
26th of December (boxing day)  
New Year's Eve

In the event where a holiday falls on a non-working day, the Employer will automatically defer it to a working day immediately preceding or following said holiday unless otherwise proclaimed by either competent government authorities or by written agreement between the Employer and the Union reporting it to another date.

When a holiday falls on a Tuesday, Wednesday, or a Thursday, it can be observed either on Monday or on Friday preceding or following said holiday and this, with the consent of both the Union and the Employer.

A paid holiday may be changed or observed on another working day provided both the Employer and the Union agree to the change. For that purpose, an agreement from the Union means the presentation of a petition signed by a majority of 50 % plus one employee, countersigned and presented by the shop steward or his assistant. Each contract on an individual annual basis, as well as all other operations, may be subject to a mutual understanding as previously described concerning the substitution and the celebration of a holiday.

**10.02 for statutory holidays**

Regular employees shall be paid their regular rate of pay for all regular working hours for each statutory holidays mentioned in article 10.01 even if they do not work and notwithstanding on which week day the said holiday falls.

Any employee working on a legal statutory holiday as mentioned in article 10.01 shall be paid double time of his regular rate of pay for ail hours worked and this, with a minimum of six consecutive hours.

**10.03 Regular employee's pay for statutory holidays**

Each regular employee shall be paid for each statutory holiday as long as:

- a) he has been at the Employer's service for a period of thirty calendar days and has worked one day during the thirty calendar days preceeding the statutory holiday.
- b) he has been available for work on the regular work team preceeding and following the statutory holiday.

**10.04** The employees who, due to emergency situation, are not available on the day preceeding or following a statutory holiday, shall be paid for said statutory holiday as long as they meet the requirements of article 10.03. The burden of proof will devolve upon the employee and he shall supply the Employer with proof within the five working days following said statutory holiday.

**10.05 Payment of work performed on holidays**

All work teams starting on a holiday and finishing the following day or work teams starting on the preceeding day and finishing on the holiday shall be paid their regular rate as long as the portion of the work performed by these work teams on the holiday does not exceed four hours. These special work teams as above mentioned shall receive a six hour guarantee.

**10.06 Statutory holiday during employees' vacations**

In the event one or more paid statutory holidays fall during an employee's vacation period, he shall in continuity to his vacation, receive one additional vacation day for each holiday. He shall then come to an understanding with his Employer in order that this or these days be taken either at the beginning or at the end of his vacation.

**ARTICLE 11: PAID VACATIONS**

**11.01 Employees with less than one year of service**

Any employee who, on the 1st of May of the current year, has not completed one year of continuous service with the Employer, shall be granted one day of paid vacation per month of continuous service up to a maximum of ten. Compensation for said vacation shall be of four percent of

his total earnings from the date of his hiring to the 30th of April of the current year.

**11.02**     **Eligibility [payment f - a ations**

The vacation year shall be January 1st to December 31st of the previous year.

Vacation pay will be based on an employees earnings including vacation pay during the vacation year.

Employees **who** have completed, on January 1st, the years of continuous service shown below, shall be entitled to the following vacations and vacation pay:

- a) One year - 2 weeks vacation - four percent (4%)
- b) Five years - 3 weeks vacation - **six percent (6%)**
- c) Ten years - 4 weeks vacation - eight percent (8%)
- d) Nineteen years - 5 weeks vacation - ten percent (10%)

**11.03**     **Vacations according to seniority**

Vacations chosen by the employees according to their seniority shall be granted at the date selected.

Vacation period shall extend from the 1st of May to the 30th of April.

The first two consecutive weeks of vacations shall be granted during the summer months at the employee's choice. For the purpose of this clause, summer months shall be June, July and August.

However, if too many employees choose their two consecutive weeks in the same period, the Employer will have the right to ask the employees, according to their seniority, to choose another period during the above-mentioned summer months.

According to employees' seniority, the third, fourth and fifth vacation weeks shall be taken separately or consecutively at a time other than during the summer months.

However, if too many employees in the same classification choose said weeks during the same period, the Employer shall have the right to ask the employees according to their seniority, to choose another period.

As of the 15th of February of each year, the Employer shall post, for a period of thirty days, a list in order that all employees can choose their vacations.

The employee who schedules his vacation period and who then re-schedules his vacation intentionally should be considered the most junior employee for that period.

Each employee shall be informed if his choice is accepted forty-five days before the date chosen in order to let him choose another period if his choice is not accepted. If the Employer does not comply with this obligation within the delays provided for, the employee shall have the right to leave on the date originally chosen.

In the event that an employee does not make his choice known during the above period of time, he will not be able to evoke his seniority to claim a certain vacation period but he shall accept available periods.

If an employee obtains from his Employer the permission not to take his vacations at the time chosen by him, he shall afterwards choose another available period without interfering with the already chosen time.

If at the time of taking his vacations an employee is absent from work either due to an accident or sickness, he shall after mutual agreement with his Employer choose another vacation period.

**11.04** in the event that an employee is entitled to more than two weeks vacations, he will be entitled to receive payment for the exceeding time instead of taking it as long as he and the Employer agree.

**11.05** Calculation of the vacation period

In calculating the total period of employment required to qualify an employee for all paid vacations, the layoff periods up to a maximum of twelve (12) months and leaves of absence shall be included and considered as being part of the actual period of employment and this, only after having completed one year of service.

**11.06** Payment for vacations or termination of employment

a) When an employee leaves on vacation, voluntarily quits his employment or is dismissed for any reason whatsoever, he shall receive, as vacation or severance pay, four, six, eight or ten percent according to his eligibility as of the 1st of May of

the previous year.

- b) The vacation pay shall be remitted on the regular pay day but severe disciplinary measures shall be taken against the employee who, without serious reason, does not report to work as usual between the reception of his pay and the date of his departure on vacations.

**ARTICLE 12: HOURS OF WORK**

**12.01 Regular workweek**

The regular workweek shall be of forty hours divided in five days from Monday to Friday inclusively and the regular workday shall be of eight consecutive hours. Overtime shall not be included in the calculation of the regular workweek.

**12.02 Payment for work performed on Sa and Sunday**

- a) Any work performed on Saturday without exception, shall be paid time and one half.
- b) Any work performed on Sunday, without exception, shall be paid double time.
- c) It is agreed that article 12.03 a) and b) do not apply in case of an office move. The following will apply:

All office moves will be remunerated at straight time excluding Sunday which will be remunerated at time and a half.

It is understood that the office move will be on a voluntary basis.

**12.03 Work started between 00h01 and 06h00**

- a) Any employee requested by the Employer to start working between 00h01 and 06h00, shall be paid time and one half his regular hourly rate of pay for each hour worked before 06h00, after which time, any hour worked shall be paid his regular hour rate for the first eight hours.
- b) Any work performed, as described in sub-paragraph "a" shall be considered as overtime.

**12.04 Irregular night shift**

All employees starting to work irregularly after 1h00 p.m. will be entitled to a premium of fifty cents (50¢) an hour for each and every hour worked after 6h00 p.m.

**12.05**      **Overtime**

- a) Unless otherwise stipulated in this agreement, any work performed in excess of the regular workday shall be considered as overtime and shall be paid at the rate of time and one half of the employee's regular rate. Said overtime shall be paid time and one half up to five hours inclusively, after which the employee shall be paid double time.
- b) On Thursday evening for week-end work or on the eve of the regular working day preceding a statutory holiday, the Employer shall post a list in order that any employee wishing to work overtime, other than the continuation of work performed during the regular day, can inscribe his name. It is understood that any employee having not inscribed his name on the list shall not have the right to claim said overtime.
- c) If those employees having signed for overtime do not meet the Employer's requirements, the Employer may have the right to designate those employees who must work, according to the reverse order of seniority and requirements.
- d) The Employer may use non-unionized personnel only in the event that all of his regular employees have had the opportunity to sign the list or have been asked.
- e) Employees inscribing their names to work overtime cannot remove their names from the list without the Employer's agreement or major reason.

**ARTICLE 13: SALARY**

**13.01**      The following wage rates shall be paid to the employees hereafter mentioned:

		<u>01-10-90</u>	<u>01-10-91</u>	<u>01-10-92</u>
1.	Tractor driver	15.05\$	15.55\$	16.20\$
2.	Straight truck driver	14.95\$	15.45\$	16.10\$
3.	Warehouseman	14.85\$	15.35\$	16.00\$



4.	Crater	14.50\$	15.00\$	15.60\$
5.	General helper	14.70\$	15.20\$	15.80\$

**13.02**     Maintenance of acquired rights

Any employee receiving higher rates than the ones provided in this agreement shall continue to profit by such difference during the term of the agreement and the company may, at its discretion, pay an employee at a higher rate than the one required by his classification.

Individual working conditions presently existing and superior to this agreement shall remain in force,

**13.03**     Maintenance of rates

Employees temporarily changed one day or more from their regular work and affected to another one for which the specified rate is higher shall receive the higher rate for all the time they have accomplished such temporary work. However, any regular employee required to work temporarily in paying work shall not suffer any loss of salary as no lower reduction shall be made in this case.

**13.04**     Salary wages for the employees hired after April 18th, 1988

All employees hired after April 18th, 1988 and who enter a probation period as stipulated in article 8.01 in order to become regular employees, will receive the following salary wages in accordance with their qualifications as a regular employee:

Rate as of October 1st 1990

	<u>Rate at hiring</u>	<u>after 6 months</u>	<u>after 12 months</u>	<u>after 18 months</u>	<u>after 24 months</u>
1. Tractor	13.05	13.55	14.05	14.55	15.05
2. Straight truck driver	12.95	13.45	13.95	14.45	14.95
3. Warehouseman	12.85	13.35	13.85	14.35	14.85
4. Crater	12.50	13.00	13.50	14.00	14.50
5. General					

helper 12.70 13.20 13.70 14.20 14.70

**Rate as of October 1st 1991**

	<u>Rate at hiring</u>	<u>after 6 months</u>	<u>after 12 months</u>	<u>after 18 months</u>	<u>after 24 months</u>
1. Tractor	13.55	14.05	14.55	15.05	15.55
2. Straight truck driver	13.45	13.95	14.45	14.95	15.45
3. Warehouseman	13.35	13.85	14.35	14.85	15.35
4. Crater	13.00	13.50	14.00	14.50	15.00
5. General helper	13.20	13.70	14.20	14.70	15.20

**Rate as of October 1st 1992**

	<u>Rate at hiring</u>	<u>after 6 months</u>	<u>after 12 months</u>	<u>after 18 months</u>	<u>after 24 months</u>
1. Tractor	14.20	14.70	15.20	15.70	16.20
2. Straight truck driver	14.10	14.60	15.10	15.60	16.10
3. Warehouseman	14.00	14.50	15.00	15.50	16.00
4. Crater	13.60	14.10	14.60	15.10	15.60
5. General helper	13.80	14.30	14.80	15.30	15.80

**13.05 Team leader**

Means an employee performing work and managing other employees at work. He shall not have any power to hire, dismiss, suspend or otherwise penalize other employees. Moreover, he shall have to be a union member. When management will have to appoint team leaders, a notice of tender shall be posted and the Employer will have the right to choose the team leader.

It is furthermore understood that the difference of salary

for the team leader shall be of a minimum of fifty (50¢) cents per hour over his normal rate of pay. This clause cannot be construed to include drivers managing a crew to load or unload a truck.

**ARTICLE 14      EQUIPMENT**

**14.01      Joint responsibility**

Of mutual advantage to both the Employer and employee is to operate vehicles which are in safe operating condition and equipped with the safety appliances required by Law. The employee shall have the duty to report promptly, in writing, to the Employer all defects in equipment which the employee operates. The Employer shall have the duty to maintain all vehicles in safe operating condition and in accordance with the Minister of Transport and Communications Regulations. The maintenance of equipment in sound operating condition is 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 representative of the Employer on the premises.

No disciplinary measure and no loss of salary shall be suffered by an employee who will refuse to drive a defective vehicle unless such refusal is unjustified.

**14.02      \_\_\_\_\_ responsibility**

At the end of his working day the employee shall advise his Employer of any missing documents being part of his vehicle such as registration permit, transportation permit of the Quebec Transportation Commission as well as the insurance certificates.

Before leaving his terminal with any vehicle, the employee shall verify all these documents and he shall advise his Employer of any missing document. Following the employee's report, the Employer shall furnish said documents.

An employee may refuse to leave with a vehicle and this without loss of salary if the above documents are not remitted to him.

The above-mentioned provisions do not apply when the employee finds out while on his way that one or more documents is missing. However, in such cases, the employee shall report this state of things as soon as possible to his Employer.

**ARTICLE 15: COSTS, ONE AND DRIVING 1**

- 15.01**
- a) The driver has the responsibility to obtain and maintain his own driver's licence from the proper authorities without any time granted by the Employer to do so.
  - b) When the Employer will deem necessary to bond an employee, the employee's responsibility will be to fill, upon request, the necessary forms and the Employers responsibility will be to obtain and maintain said bond at the established rates without any disbursement by the employee.
  - c) If a driver or operator loses his driving license or if it is suspended following a Court decision, and fails to immediately inform his Employer, he will be dismissed and he will not have any other recourse under these presents.
  - d) A driver or operator who has his licence suspended, will be suspended from work for the time his licence is suspended and for the time necessary to obtain such licence.
  - e) A driver or operator who cannot maintain the standard bond or remain assurable at the regular rates, will be suspended for the period during which he cannot comply with the above-mentioned obligations.

**ARTICLE 16: UNION BULLETIN BOARD PRIVILEGES**

- 16.01** The Employer agrees to permit posting of any notices of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose.

**ARTICLE 17: BUSINESS AGENT**

- 17.01** A representative of the Union shall be allowed to enter the Employer's premises to deal with the administration of this agreement, provided that he notifies the Employer before he enters the premises, and also provided he does not interfere with the operations.

**ARTICLE 18: MEDICAL EXAMINATION**

**18.01 Employer's right to require medical examination**

The Employer, at his own expense, will have the right to require an employee to submit himself to a medical

examination. The employee will have to comply with such request. The employee will have to be informed of the result of said medical examination. If the Union deems that the result of said medical examination is causing prejudice to the employee, it will have the right, at the Union's expense, to have the employee reexamined by the Union's physician or if the physician is chosen by the employee, the expense will be the employees. In case of conflict between the two physicians' reports, another physician, neutral, shall be chosen by the parties and his final report shall be considered as executory. The latter's expenses will be equally paid by both the Union and the Employer.

**18.02**     **Time allowed for medical examination**

The Employer reserves the right to fix appointments for medical examination besides the working hours. However, should the Employer fix an appointment during the employee's regular shift or regular working hours, the latter shall then be reimbursed, at his regular hourly rate, for all time spent for said medical examination.

**18.03**     **Right to bump other employees in case of disability**

If an employee, after a medical examination, is found unable to fulfill his actual duties, he shall have the right to use his seniority right to bump a junior employee in a lower classification provided that, according to the Employer, he is qualified and willing to accept the rate of pay of the classification he has chosen. A period of up to fifteen days will permit the employe to adapt himself and the Employer to judge his qualifications. The Employer's decision will be liable to the grievance procedure.

**18.04**     **Employee's pay during medical examination following work accident**

Any employee having been physically injured while on duty shall be paid his regular hourly rate and this up to his day's wages for all time spent for the medical examination provided that said employee is not paid by the Workmen's Compensation Commission for the day during which said accident occurred.

**ARTICLE 19:     INSURANCE**

**19.01**     The Employer will continue to subscribe to the insurance plan administered by the Parity Committee of the

Trucking Industry, Montreal Area as per the terms and conditions of said plan.

**ARTICLE 20: GENERAL WORKING CONDITIONS**

**20.01** All employees covered by this Agreement shall be paid at their regular wage rates from the time they report for work on the premises of the Employer at his request and all the time spent gasing, oiling, awaiting dispatches, travelling time or any other duties requested by the Employer, shall be considered as part of their regular day shift and paid in accordance with the applicable wage rate. This paragraph shall not be construed to relieve the Employer of his Obligations as stipulated in paragraph 20.02.

**20.02** **Minimum pay for employees requested to report to work**

a) Except in cases when a fortuitous event or an emergency situation prevents the operations or unless a notice to the contrary given to the employee from the Employer or his representative to the effect that he does not have to report to work, any employee governed by this Agreement shall receive a minimum of six consecutive hours paid at his regular rate when he is requested to report to work during the regular workweek. However, where the employee has no more work to perform within their classification or qualification and wishes to leave work, the hours worked will be the only ones paid and the employee must sign his time card to that effect.

On the other hand, if the employee wishes to complete his guarantee and if the Employer has no more work in his classification or qualification the Employer may effect the employee to any other type of work.

b) With regard to overtime on Saturday or Sunday the guarantee shall be of six consecutive hours per day.

c) When there is a snow-storm forecast or a snow-storm in progress, the employee shall, in the morning before reporting to work, call his Employer to check if there is work as scheduled the day before. If, in such case, the Employer decides not to perform the work, the employee shall not report to work and shall not be paid.

However, if there is nobody to answer him in the

morning, the employee shall not have to report to work and he shall not be paid.

- d) The employees shall inquire, each day, whether or not they are required to work on the following day, even when not working; an employee must call dispatch between 4h00 p.m. and 5h00 p.m.

**20.03**      **Recall**

Any employee who is called back to work after having completed his regular working shift, shall receive a minimum of three hours paid at the rate of time and one half his regular rate. For the purposes of this clause, a recall arises when the employee has completed his working day and has definitely left the premises.

**20.04**      **Time for meals**

No employee shall take nor be compelled to take more than one continuous hour per meal. However, the Employer may instruct that the employee takes no less than thirty minutes. Time off for meals should be taken between the fourth and the sixth hour of the employee's work shift. Generally, meals will be taken during the times shown below:

Breakfast between 5h30 a.m. and 7h30 a.m.  
Lunch between 11h30 a.m. and 1h30 p.m.  
Supper between 5h00 p.m. and 7h00 p.m.

**20.05**      **Sanitary facilities**

The Employer shall supply sanitary facilities, kitchenettes where meals could be eaten and a suitable restroom where the drivers could await their work. These places shall be kept clean and sanitary and it is understood that the strictest disciplinary measures may be taken against any employee who would misuse either kitchenettes or toilet facilities.

If the Union is of the opinion that the sanitary facilities in a shop are not satisfying, a committee shall be formed to discuss the problem and settle it, the whole subject to the grievance procedure.

**20.06**      **Time clock**

- a) The Employer shall have a time clock at his place of business, and each employee shall punch his own time card when reporting and leaving work at his

home terminal. In addition the Employer may require the employee to complete a daily time distribution sheet or daily log to permit the calculation of employees earnings and cost distribution to jobs performed.

- b) Any manual alteration to a time card, time sheet, or daily log that might affect an employee's pay must be initialed by both the employee and the Employer, and any alteration, even if signed by the employee can be subject to the grievance procedure.

**20.07 Temporary labour**

- a) The Employer will have the right to hire part-time employees to fill a job opening, as temporary measure, or to meet the peak-hours requirements or when similar circumstances justify it.
- b) The Employer agrees not to use part-time employees or labourers not covered by this Agreement unless all regular and available employees are already working.
- c) The Employer agrees not to hire part-time employees to fulfill regular employees' jobs and nothing in this article shall be used in order to avoid hiring regular employees.
- d) An employee performing work not covered by this agreement shall not perform the work covered by this agreement. However, in case of emergency, dispatchers, foremen or management employees will be entitled to perform a job covered by this agreement only when the job must be done and if no qualified employee is available.
- e) The Employer who uses part-time helpers must deduct from these employees an amount equal to the Union fees, for each part-time employee who has accomplished more than 40 hours in one month. These amounts shall be sent to the Union with the list of the said employees as stipulated in clause 4.02.

**20.08 Time allowed for voting**

Any employee entitled to vote shall be allowed, without loss of salary at his regular rate as provided for in article 13.01, the necessary time off provided for by Law on municipal, provincial and/or federal voting days in order



to exercise his voting right. The employee will be allowed to his full daily guarantee which means the same number of hours as his regular working day, provided he is required to report for work on voting day.

**20.09 No helper will be entitled to work as driver**

The Employer may send a helper or another employee as driver provided that all other available qualified employees are working.

**20.10 Rest period for inside workers**

- a) All employees working four hours or more as warehousemen, or any other inside worker, shall be allowed a paid rest period of fifteen minutes in the morning and fifteen minutes in the afternoon.
- b) Those employees working outside the terminal will be entitled to a rest period of fifteen minutes in the morning and fifteen minutes in the afternoon which shall first be taken during a waiting period due to circumstances out of the employee's control.

**20.11 Uniforms**

- a) If an employee is requested by the Employer to wear a uniform as a condition of employment, such uniform shall be purchased by the Employer from a supplier of the Employer's choice.
- b) A uniform shall consist of a jacket with approved crests, a pair of trousers, a shirt and a jumpsuit.
- c) The Employer will pay the cost of the first uniform. For additional items of uniform acquired by the employee each year the Employer will pay fifty percent up to \$130.00.
- d) Drivers must wear a uniform when loading or unloading and their uniform must be kept neat and clean.
- e) Regular employees working as warehousemen, craters or helpers must wear a jumpsuit.

**20.12 Payday and pay period**

Beginning January 1987, the pay period will be of two weeks beginning Sunday and ending on the second Saturday following. Payday will be the second Thursday

following the end of the pay period.

However, if Thursday is a holiday, the employee shall receive his pay the day preceding the holiday at 4h30 p.m. or before, if possible. If the employee is required to wait after 4h30 p.m. to receive his pay, he shall be paid for his waiting. The Employer shall supply each employee with a detailed statement of his weekly salary and of all deductions made indicating the items of such deductions.

Except for valid reason, if an employee does not report to work on the working day following receipt of his pay, if scheduled to work, very severe disciplinary measures will be taken against him.

**20.13 Decent language**

- a) The Employer and the employees, in their relations with one another and with the public, shall at all times use polite and decent language.
- b) The parties agree to collaborate in order to rapidly correct any situation in which impolite language would be brought to their attention.

**20.14 Phone calls**

Any phone call from the Employer to his employees shall have to be identified by the person representing the Employer.

**I No individual change without the Union consent**

Any future, verbal or written, changes in the present collective labour agreement entered into by the Employer and an individual member or a group of employees shall be considered as null unless said changes have been approved in writing by the president of the Union Local 931.

**20.16 Titles and sub-titles for reference only**

All titles and sub-titles in the present collective labour agreement shall be used for reference only and must not affect its interpretation.

**20.17 Gender and number**

In this agreement, the singular shall be considered as the plural and vice-versa. The masculine gender shall be considered as the feminine gender or neutral and vice-versa as the context may require.

**20.18 Numerals, amounts, dates etc...**

In this agreement numbers, amounts, dates, etc... are valid whether presented in writing or in numerals and both presentations are unnecessary to give full meaning to the context.

**20.19 Nullity of a particular clause shall not affect the whole collective agreement**

- a) The nullity or invalidity of a clause or a particular section of this agreement shall not invalidate the remainder of this collective labour agreement.
- b) Any provision of this collective agreement that is or becomes in contradiction with present or future, federal or provincial laws, orders in council, or decrees emanating from any municipal, provincial or federal governmental organisms with jurisdiction in such cases shall automatically become null and void. In such circumstances, the affected clause(s) shall be modified in conformity with the disposition of said Laws.

**20.20 Employee summoned as witness or juror**

- a) An employee summoned to present himself in Court as a witness in a case involving his Employer shall be paid for any loss of time.
- b) Any employee summoned to serve in the capacity of juror shall receive from his Employer an amount equivalent to his hourly rate of pay multiplied by the total of regular hours he would normally have worked during said absence less the amount he will receive as a juror. The maximum period the Employer would be required to pay the employee in such instances would be ten working days.

**20.21 Advance in case of work accident**

- a) In the event of an employee being unable to work as a result of a work accident and when there is no doubt about the validity of his claim, the Employer shall advance to the said employee weekly benefits equal to those he is entitled to from the Health and Security at Work Commission and this, according to the laws in effect, and then from the third week following the declaration signed by the employee up to the first cheque received from said Commission.

- b) In such cases, the employee shall have to sign the form issued by the Health and Security at Work Commission and he shall also have to reimburse his Employer for all monies advanced to him.
- c) The employee shall agree to give his Employer's address for the reception of the cheques from the Health and Security at Work Commission.
- d) The employee who makes a false declaration in order to obtain compensations from the Health and Security at Work Commission or who fails or delays to reimburse said advanced monies to his Employer, shall be liable to very severe disciplinary measures or even dismissal.

**20.22 Letter of recommendation upon separation**

When an employee leaves his job for any reason whatsoever, the Employer, if satisfied with the employee's services, will remit to him a letter of recommendation in order to permit him to find another job with another Employer.

**20.23 Instructions in the employee's native tongue**

Any instruction from the Employer to an employee, either written or verbal, shall be given in his native tongue (French or English). The application of this clause does not affect the regular forms used by the Employer in the course of his operations.

**20.24 Expenses for employees not sleeping out of Montreal**

When employees are outside a radius of eighty (80) kilometers from Montreal, dinner will be paid at a rate of six dollars (\$6.00).

Time allowed for meals shall be of one (1) hour for each meal, unless otherwise advised. However, meals taken on a client's premises shall be identical to the client's lunch period without exceeding one (1) hour but never less than half an hour.

The Employer undertakes to sign the documents requested by either federal or provincial income tax department whenever the employee is entitled to income tax deductions during the normal course of his work performed for his Employer.

**20.25 \_\_\_\_\_ to employees not coming back to Montreal each**

**night**

The payment of expenses to employees required to sleep away from Montreal, who are not covered by the Driver's Commission Agreement, shall be forty-eight dollars (\$48.00) for each twenty-four hour period beginning from the time they leave Montreal until the day they return. For fractions of a twenty-four hour period the employee will be paid for expenses at the rate of \$3.25 per hour.

The expenses will be compiled from the employee's time of dispatch until his return.

Furthermore, the Employer shall advance each of his employees' expenses when dispatched out of town.

**20.26 Salary when requested to stay out of town**

An employee, who is not covered by the Driver's Commission Agreement, away from Montreal on a trip and who must layover without working on a Saturday, Sunday, or Statutory holiday will be paid the equivalent of six hours pay at his regular rate for a Saturday, four hours pay at his regular rate for a Sunday, and four hours pay at his regular rate for a statutory holiday. The employee will also receive his regular daily allowance for each day, and his eight hours statutory holiday pay for a statutory holiday. If the employee is requested to work on any of these days, he shall be paid the usual overtime rates as stipulated in clauses 10.01, 10.02 and 20.02.

**20.27 New equipment**

In the event of new kinds of equipment and/or operations not covered by the present Agreement are put into use, during the term of the present Agreement, the working conditions and the rates governing the equipment or operations shall be subject to negotiations between the parties. Wage rates agreed or determined shall be put into effect from the first day of the trading operation. The Employer undertakes to advise the Union of the use of a new kind of equipment or the setting of new operations in the five days preceding the coming into force of the trading operations. In the event that the parties do not come to an understanding, the disagreement shall be referred to arbitration as stipulated in Article 6.

**20.28 Re-training**

a) Should there be a major change within the operation

or the using of the equipment involving a lack of work and creating the need for employees re-training, the Employer shall consider the seniority and qualification of each one of his employees affected by lay-off because of this change.

- b) In these circumstances, the Employer shall provide each of his affected employees with adequate training.

If the Employer declares a regular employee unqualified following a training period, the Union and the Employer will appeal to a third party and said third party shall have to decide if the employee involved is qualified or not.

The third party's decision shall be final and enforceable and shall bind the concerned parties.

The training will be done at the Employers' discretion and without pay to the employee.

**ARTICLE 21: ACCIDENTS AND DAMAGES TO CARGOS**

- 21.01** Any employee involved in an accident shall not be held responsible unless a conclusive proof of negligence has been established.

In case of accident, with responsibility or not, the Employer shall not hold any of his employees financially responsible for any damage directly or indirectly deriving from accidents. However, the Employer will be entitled to all civil rights and recourses.

If an Employer takes disciplinary measures against an employee involved in an accident, he shall give him in writing the reason justifying the disciplinary measure.

- 21.02** **Loss or damages to cargo**

Employees shall not be held responsible for the loss or damages to cargo unless a proof of negligence has been established if the cargo for which the employee has signed for is not delivered in the same Condition. When the cargo is loaded in the absence of the signing employee, the latter will have the right to check the condition to be held responsible for same.

**ARTICLE 22: EMPLOYEE'S RESPONSIBILITY**

- 22.01** **Accident report**

Any employee involved in an accident shall immediately report said accident and any relevant physical injury and complete government forms if applicable. Immediately after his workday, said employee shall file in writing a complete accident report on forms supplied to this effect by the Employer. Copy of said accident report shall be given to the Union upon request. Time spent by the employee in filling this accident report will be paid straight time. If the employee has to go to another office to fill his accident report, he shall then be paid for the time spent. Omission to abide to this provision shall subject the employee to disciplinary measures from the Employer.

22.02 Notwithstanding article 18.01, in case of sickness, the employee shall advise the Employer of his absence and prove his sickness by a medical certificate upon his return to work.

22.03 a) The employee's responsibility, and this to facilitate the application of this agreement, is to give the Employer and the Union his telephone number and address and also to inform them of any change; failing to do so could entail loss of recourses. Notice to this effect will be posted at the same time as the seniority list during the thirty days following the signature of this Agreement.

b) The employee's responsibility, after an absence for sickness or any other reason, is to call his dispatcher on the day preceding his return to work, before 5h00 p.m., in order to have work assigned for him on the morning of his return.

22.04 Non-authorized merchandise and passengers

No employee will be permitted to allow anyone, except employees of the Company who are on duty, to travel aboard his truck, or to transport any unauthorized merchandise, except on his Employer's written authorization.

Any driver who would allow an unauthorized person, including other employees of the Company, to drive his vehicle, will commit an offence liable to immediate dismissal.

**ARTICLE 23: EMPLOYERS RESPONSIBILITY AND  
MAXIMUM SECURITY AT WORK**

23.01 The Employer's responsibility is to provide the necessary



equipment to protect all cargos against loss and damages, however, the employee's responsibility is to keep the equipment in good order and to immediately report, particularly at the end of his workday, any loss or damage to this equipment.

**ARTICLE 24: PENSION PLAN**

- 24.01** The Employer agrees to maintain the R.R.S.P. that is already in effect for the current members of that plan only. No new members will be admitted to plan no. 79312.
- 24.02** The Employer agrees to offer its employees a pension plan administrated by Sun Life, whereby the employee and Employer contributions will equal 2% of gross earnings. This plan will be optional to the employee.

**ARTICLE 25: DURATION OF AGREEMENT**

- 25.01** This agreement shall be effective from October 1st 1990 to September 30th, 1993.
- 25.02** If either one of the parties herein wishes to terminate or amend the stipulations of this Agreement, a written notice of at least eight days of the date, time and place where its representatives will be ready to meet the other party or its representatives to negotiate a collective agreement, shall be given to the other party within ninety days preceding the termination of this agreement.
- 25.03** This agreement shall remain in full force until a renewal has been negotiated or that the prescribed procedures of Canada Labour Code have been finalized.

**ARTICLE 26: TEXT**

- 26.01** This agreement has been prepared in English version and agreed as the original and official text. French version will be written by the Union.
- 26.02** List of arbitrators
1. Me Roland Tremblay
  2. M<sup>e</sup> André Fabien
  3. M<sup>e</sup> Harvey Frumkin
  4. Me Jean Bruno

**ARTICLE 27: APPENDICES**

- 27.01** Appendix "A"



**Driver's Commission Agreement.**

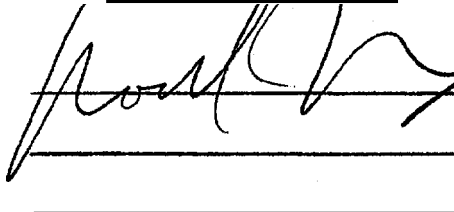
Driver's Commission Agreement is part of this Collective Agreement.

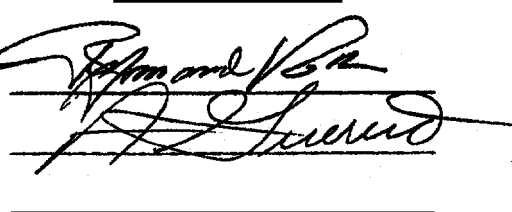
**27.02** The employee working under the Driver's Commission Agreement may refuse to do long distance driving by advising his Employer during the period of January 1st and March 15th of each year of this contract and this for a one year period.

**IN WITNESS THEREOF**, the parties have signed this 18 day of DECEMBER 1991.

FOR THE EMPLOYER

FOR THE UNION

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A"**

**DRIVER'S COMMISSION AGREEMENT**

**Between:** \_\_\_\_\_ **The driver**  
**and** \_\_\_\_\_ **The Company.**

**PURPOSE:**

To provide a mutually beneficial agreement under which the **DRIVER** can achieve increased earnings through control of expenses, improved equipment utilization and efficient application of his services while continuing to be an employee of the **COMPANY** and retaining his seniority, qualifications and fringe benefits.

**METHOD:**

The **DRIVER** will receive a percentage of the **COMPANY'S** line-haul revenue and a percentage amount of accessorial services as set forth in the **DRIVER'S COMPENSATION RATE SCHEDULE** attached hereto as **SCHEDULE "A"**.

**MUTUAL PROMISES:**

To avoid any misunderstandings, the undertakings of the **COMPANY** and the **DRIVER** are presented in the following articles.

**DRIVER'S OBLIGATIONS:**

1. To provide the unit, being a tractor-trailer, or a straight truck appropriate inside van equipment as shown on the attached **INVENTORY** of **VAN** and **EQUIPMENT** as shown in **SCHEDULE "B"**.
2. To pay for Quebec licence plates and one half of the cost of all other licence plates and permits required outside the **Province** of Quebec.
3. To furnish public liability and property damage insurance.
4. To pay for oil changes and oil filters performed at the request of the **COMPANY**.
5. To pay the excess of \$50.00 for minor on the road maintenance expenses except tire repairs.
6. To replace tires when required provided the **DRIVER** has

exercised all reasonable care regarding proper inflation, rotation, etc..., and has presented the unit for inspection at regular intervals to the Operations Manager. In the event that tires are replaced away from home terminal, the DRIVER will be responsible to return the damaged tires to the Operations Manager at the **Dorval** terminal.

7. To prepare and present to the DRIVER a Commission Worksheet showing details of all commissions earned.
8. To pay the DRIVER his net pay within seven days of completion of a trip. Each pay being subject to adjustment when documents are all available to confirm actual commissions earned.
9. To provide advances to the DRIVER for trip expenses until he has operated under this agreement for a period of six months.
10. To pay 50% of the cost of uniforms to a maximum of \$130.00 per year.
11. To schedule DRIVER'S annual vacation period during a time mutually agreed to by the DRIVER and **COMPANY**.
12. Grant weekly advances to the DRIVER'S wife when trips exceeds ten days until he has operated under this agreement for six months.

**DRIVER UNDERTAKES:**

1. To operate the assigned unit with care and within the rules of the **COMPANY** and obey all traffic laws and regulations.
2. To furnish and perform at his own expense all acts incidental to the operations of the unit, including the loading and unloading of shipments, paying all direct costs, unless specifically excluded in this agreement, including but not limited to wages, fuel, fuel taxes, oil, tire repairs, minor repairs, and one half the cost of licences outside the Province of Quebec.
3. To accept and service in a good workmanlike manner any and all shipments assigned to him by the **COMPANY**,
4. To keep the unit washed and cleaned and in good operating order, and to report to the **COMPANY** any major repairs that are necessary. Unauthorized repairs are the DRIVER'S expense,

5. To pay up to \$50.00 per occurrence for minor on the road repairs.
6. To personally drive and operate the unit, but a driver-helper may be engaged as an assistant if he has the qualifications and is approved by the COMPANY.
7. To collect all charges owed by shippers in accordance with instructions and to hold in trust on behalf of the COMPANY any monies collected, and to forward the monies along with all pertinent documents, directly to the COMPANY'S office in Dorval within five days after the monies are received from the shipper, and under no circumstances to use for any purpose any of the monies collected.
8. To service shipments which are travelling on a COMPANY service basis, without receiving any commission, except to be reimbursed by the COMPANY for any necessary labour expense paid out to service such shipments.
9. To return on demand, in good order except for normal wear and tear, all items listed on the INVENTORY of VAN and EQUIPMENT. Any items not returned will be charged at depreciated values to the DRIVER'S account.
10. To at all times while serving the public be dressed in accordance with the COMPANY'S accepted uniform and rules of appearance and dress.
11. To complete the Driver's Daily Report on the prescribed form, and to mail the report to the COMPANY daily unless the DRIVER will be returning to the Dorval terminal within 4 days and will deliver the reports.

#### **DRIVER'S RESPONSIBILITY FOR CLAIMS**

1. The Driver will be responsible for claims on goods loaded and unloaded by him or his helpers.
2. A maximum of \$200.00 per shipment will be charged to the DRIVER'S account for cargo damage claims settled on behalf of the DRIVER and the COMPANY by a member of Allied Van Lines, unless investigation reveals the DRIVER was grossly negligent, violated van line or COMPANY rules, or the damage could have reasonably been avoided.
3. A maximum of \$750.00 per incident will be charged to the DRIVER'S account for property damage claims settled on behalf of the DRIVER and the COMPANY, unless investigation reveals the DRIVER was grossly negligent, violated van line or COMPANY rules, or that the damage

could have reasonably been avoided.

4. The full amount of any settled claim will be charged to the DRIVER'S account if investigation reveals the DRIVER was grossly negligent, violated van line or COMPANY, rules, or that the damage could reasonably have been avoided.
5. The full amount of expense for misdelivery including the expense of picking up, packing and shipping to the owner.
6. The full amount of any claim charged to the COMPANY resulting from the DRIVER failing to properly prepare a Waybill Check List and Condition report, or obtaining the proper signature on the Bill of Lading.
7. The full amount of any delay claim charged to the COMPANY if investigation reveals the delay was the result of the DRIVER'S actions.
8. A reserve fund of \$2,000 will be created out of the DRIVER'S earnings to cover sums owed by him to the COMPANY. Such reserve to be built up by withholding 5% of the DRIVER'S earnings until the fund reaches \$2,000. In the event this agreement is terminated, the balance remaining after deducting claims or other sums due the COMPANY will be returned to the DRIVER six months after termination.

#### CONDITIONS

1. If the Driver has a regular assignment and he is asked by the Van Line to haul a shipment to a territory previously assigned to Morgan, he must accept it and give up his previous assignment before accepting the new one, refusing to do so.
2. A driver qualified for a certain territory and who has an assignment in that territory may accept a shipment for a territory outside his territory and no other driver can.
3. A trip starts when the Driver is assigned to load the first shipment and finishes when all shipments from the return trip are unloaded.
4. If a Driver wishes to change his territory he may apply to fill any vacancies or openings that occur.
5. When loading or unloading within a 50 mile radius of Montreal the Driver must obtain helpers from Morgan, provided helpers are available and have no previous work.

assignments. The number of helpers to be provided will be governed by the weight of shipments to be handled each day according to the following table:

<u>Weight</u>	<u>Estimated</u>	<u>Number of helpers</u>
0 - 1,500 lbs		No helpers
1,501 - 3,000 lbs		One helper
3,001 - 4,500 lbs		Two helpers

6. The Driver will be charged for helpers at Morgan's cost.

### TERMS OF THE AGREEMENT

1. This agreement shall remain in full force and effect for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

### LANGUAGE

1. The parties hereto have expressly required that this agreement be drafted in the English language.

### VALIDITY

1. In this agreement, as the context may require, the singular shall be considered as plural and vice-versa, the masculine gender shall be the feminine gender or neutral and vice-versa,
2. Numbers, dates, amounts, etc..., are valid whether presented in writing or numerals and both presentations are unnecessary to give full meaning to the context.
3. The nullity or invalidity of a clause or particular section shall not invalidate other provisions of the agreement.

### TERRITORIES

1. Work assignments under this agreement will be dispatched according to seniority to those qualified in the territory in which the jobs to be done.
2. The territories will be the following:
  1. Canada - all provinces and territories
  2. Ontario and Quebec
  3. United States - eastern seaboard
  4. United States - all continental states.

### DRIVER'S COMPENSATION RATE SCHEDULE

1. Statutory holidays will include the following and be paid on the basis of 8 times the current hourly rate for drivers:

New Year's Day  
2nd of January  
Good Friday  
Victoria Day  
St. John the Baptist Day  
1st of July  
Labour Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
26th of December (Boxing day)  
New Year's Eve

The actual days off will be taken on days mutually agreed upon.

2. Annual vacation pay will be based on earnings between May 1 and April 30 of each year according to the following schedule:

**Completed years of Service 33% of Commissions earned  
on April 30 plus hourly earnings**

1 year	four percent (4%)
5 years	six percent (6%)
10 years	eight percent (8%)
19 years	ten percent (10%)

Vacations shall be taken at times mutually agreed upon.

3. Other benefits paid by the COMPANY will be:
  - the full cost of the current health plan
  - the full cost of medicare
  - the full cost of workmen's compensation
  - the Employer's share of unemployment insurance
  - the Employer's share of Quebec pension plan
  - the Employer's share of the Company Pension Plan
4. 52% of linehaul revenue on shipments handled. This means 52% of the linehaul revenue that the COMPANY actually receives.
5. When authorized pick-up or set-off is involved the amounts paid to the warehouse will be deducted from the linehaul revenue.
6. When a special charge is made to a customer for use of a

ferry, the COMPANY will pay the ferry cost and retain 100% of the ferry charge.

7. 75% of area surcharges and waiting time charges.
8. 52% of linehaul revenue on overflow shipments. The revenue will be based on actual weight hauled by each hauler and the weight must be supported by certified weight tickets.
9. 75% of packing revenue received by the **COMPANY** for packing done by the Driver. The DRIVER must furnish the packing materials.
10. 75% of unpacking revenue received by the **COMPANY** for unpacking done by the DRIVER. The DRIVER retains the packing materials.
11. 90% of extra pick-up or delivery, labour charges, auxiliary services, hoisting and lowering piano or organ, flight charge, overtime loading and unloading, and reweighing charges, provided the DRIVER actually performed the services and they are properly supported for billing and are paid by the account or shipper.
12. 52% of export - import revenue.
13. 100% of fuel allowance allowed the hauler on United States shipments.
14. For any work not covered by this agreement which is assigned to the DRIVER, he will receive the current rate paid DRIVERS for such work.
15. The **DRIVER** does not have to accept a trip unless he is guaranteed payment based on shipments totalling a minimum of 8,000 pounds. This does not prevent the **DRIVER** from voluntarily accepting, without any guarantees, a trip with shipments totalling less than 8,000 pounds.



**SCHEDULE "B"**

**INVENTORY SHEET OF VAN EQUIPMENT**

**UNIT:**

Truck or tractor no: \_\_\_\_\_

Year and Make: \_\_\_\_\_

Trailer No: \_\_\_\_\_

**VAN EQUIPMENT:**

\_\_\_\_\_ Furniture Pads  
\_\_\_\_\_ Skins  
\_\_\_\_\_ Logistic straps to secure loads  
\_\_\_\_\_ Logistic cups  
\_\_\_\_\_ Walkboard  
\_\_\_\_\_ Piano skid & web straps  
\_\_\_\_\_ Piano harness  
\_\_\_\_\_ Step ladder  
\_\_\_\_\_ Fridge truck  
\_\_\_\_\_ Dollies  
\_\_\_\_\_ Spare tire  
\_\_\_\_\_ Floor runners

Received the above in apparent good order except for normal wear and tear.

Driver: \_\_\_\_\_

49