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No. OF EMPLOYEES	27		
NOMBRE D'EMPLOYÉS	Att		

OFFICE EMPLOYEES' COLLECTIVE AGREEMENT

BETWEEN: Auto Haulaway Inc.

(hereinafter referred to as the "Employer")

- AND -

TEAMSTERS UNION LOCAL 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, for terminal employees at Oshawa, Oakville, Bramalea, Fort Erie and Agincourt.

(hereinafter referred to as the "Union")

NOV - 2 1999

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ARTICLE 1 RECOGNITION

SECTION 1.01

The employer recognizes the Teamsters Union Local 938 as the sole collective bargaining agent for all Auto Haulaway dispatch and clerical employees of Auto Haulaway Inc. in Ontario at Oshawa, Oakville releasing operations, Bramalea, Fort Erie and Agincourt terminals, excluding foremen and supervisors, those above the rank of foremen and supervisor, driver trainer, confidential secretary, secretary to the personnel manager, sales staff and employees covered by a subsisting collective agreement.

SECTION 1.02

- a) Employer personnel excluded from the bargaining unit shall be posted by name and title on a bulletin board so that the employees in the bargaining unit will be knowledgeable of same and the union office will be provided with a copy of such posting.
- b) Employer personnel excluded from the bargaining unit shall not perform work regularly performed by bargaining unit personnel to the extent that it causes the layoff of any bargaining unit employee.

SECTION 1.03

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

SECTION 1.04

The union as well as all members thereof agree at all times as fully as it can be in their power to further the interests of the automobile transporting industry and of the employer.

ARTICLE 2 UNION SECURITY

SECTION 2.01

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

SECTION 2.02

Unless the employer is otherwise notified by the appropriate local union prior to the completion of the employee's probationary period, an employee shall, as a condition of continue employment, authorize the employer to deduct an amount equal to the local union's initiation fee in installments of \$25.00 (twenty-five dollars) per month after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The employer agrees to remit such monies so deducted to the head office of the appropriate local union along with a list of the employees for whom the money was deducted at the same time as the union dues are remitted. The union will notify the employer in writing of any arrears in regular monthly dues or initiation or re-initiation fees and the employer will, the following pay period, commence deductions in amounts prescribed by the local union in such written notice and forward such money to the appropriate local union along with the monthly dues provided for above. If an employee is absent and has not sufficient pay to his/her credit, his/her union dues shall accumulate and shall be deducted upon his/her return to work, not to exceed one months dues per week unless otherwise notified in writing by the local union.

SECTION 2.03

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

ARTICLE 3 STEWARDS

SECTION 3.01

The employer recognizes the right of the union to appoint one steward and, if operations are such as can not be covered by one steward, additional stewards may be appointed. It shall be the steward's duty to process grievances as outlined in the terms of this agreement. His/her duty as steward shall in no way conflict with his/her other duties.

SECTION 3.02

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

SECTION 3.03

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

ARTICLE 4 MANAGEMENT FUNCTIONS

SECTION 4.01

The union recognizes that the employer has the exclusive right to manage the business and to exercise all of the customary prerogatives of management except those specifically delegated to the union in this agreement.

ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 5.01

- a) A grieving employee must present a grievance in writing, dated and signed, with a statement of the facts complained of to the Manager or an official of the employer. No grievance will be considered by management if it is not received within five (5) working days from the date of the violation or five (5) working days from the date the alleged violation became known to the grievor.
- (b) The duly authorized representatives of both parties shall meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or alleged violation of this agreement. These representatives shall attempt to resolve such differences.
- (c) In the event the union or the employer has a grievance, it shall be the responsibility of the grievor to advise the other within five (5) working days of the alleged violation of the agreement and by such notification arrange a meeting within a further five (5) working days between the General Manager or his/her designate and a duly accredited principal officer of the local union or his/her designate.

Should the grieving party fail to reach a satisfactory settlement, the final settlement shall be referred to a Board of Arbitration.
- (d) If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to an Arbitration Board consisting of three (3) members - one (1) designated by each of the parties and a third designated by those two. The decision of a majority of this Board shall

SECTION 5.01 (d) (cont'd)

be final and binding upon the parties hereto. The compensation of the third member shall be borne equally by the employer and the union. If the two cannot agree on a third party, the appropriate Minister of Labour shall be asked to appoint a chairman.

- (e) The Board of Arbitration shall not have the right to alter or change any provisions in this agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement. Where an Arbitration Board finds that the employer has violated the agreement and such violation has resulted in loss of earnings for the employee or employees concerned, such Arbitration Board shall have the right to direct compensation for such employee or employees.
- (f) The parties may by mutual agreement appoint a single arbitrator in place of an arbitration board. The single arbitrator will have the same powers as those of an arbitration board as set out in Article 5.01 (e).
- (g) Any employee when called into the employer's office for any discussions concerning disciplinary actions or a grievance may, upon request, be accompanied by a steward and/or business agent.
- (h) officers of the local union and/or business representatives shall be allowed, upon notification, to enter the employer's premises to deal in the administration of the agreement providing they do not interfere with the normal operations of the employer.
- (i) All monetary grievances that are mutually agreed upon shall be paid the following pay day by separate cheque.
- (j) If, at any time during the above mentioned steps, the grievance has not been processed by the grievor, his/her representatives or agents in accordance with the time limits as prescribed, the grievance shall be deemed to have been withdrawn.

SECTION 5.02

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

ARTICLE 6 STRIKES AND LOCKOUTS

SECTION 6.01

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

SECTION 6.02

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

ARTICLE 7 SENIORITY

SECTION 7.01

The purpose of seniority is to provide a policy governing lay offs and rehiring. Seniority shall be terminal wide. The employer shall prepare a terminal seniority list (including classifications). One copy of the list shall be furnished to the union and one copy shall be posted in a conspicuous place at the terminal. Employees hired after the signing of this agreement shall be placed on the seniority list after the completion of a ninety (90) day calendar day probationary period for the first two (2) years of this agreement going to sixty (60) days in year three (3) of the agreement.

Operations established or introduced with a fifty-mile (50) radius shall be considered one terminal for the purpose of seniority application.

SECTION 7.02

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

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

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

SECTION 7.03

In filling a job vacancy, the employer shall consider the seniority of the employees within the terminal and their skill, ability and qualifications to perform the work required. If their skill, ability and qualifications expressed above are equal, then seniority will be the determining factor. The Company shall post all job openings.

SECTION 7.04

Leave of absence in excess of thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the union and the employer and mutually agreed to.

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

SECTION 7.05

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

- a) If the employee voluntarily quits;
- b) If the employee is discharged and is not reinstated pursuant to the conditions of the complaint and grievance procedure as provided in this agreement;
(NOTE: The discharge of a probationary employee shall not be subject to the grievance procedure).
- c) If the employee has been laid-off and fails to return within seven (7) calendar days after being notified by the employer to do so by registered mail addressed to the employee's last known address;
(NOTE: It shall be the employees' responsibility at all times to keep the employer informed as to their home addresses).
- d) If an employee overstays a vacation or a leave of absence granted by the employer without securing an extension in writing of such vacation or leave of absence;
- e) If an employee accepts employment other than that agreed upon between the employer and the union while on a leave of absence;
- f) If an employee is absent from work for more than three (3) consecutive shifts without prior authorization from the employer, without a reason acceptable to the employer or due to circumstances beyond the employee's control;
(NOTE: It is agreed that seniority shall not be lost hereunder if an employee is absent due to bona fide illness or injury provided the employer is notified as soon as possible and such illness or injury is properly medically documented. The employee shall notify the employer when he/she is able to return to work).
- g) If an employee is laid-off for a period in excess of twenty-four (24) consecutive months.

ARTICLE 8 GENERAL

SECTION 8.01

The employer agrees to permit posting of any notice of union meetings or union bulletins or functions on a bulletin board conspicuously placed and provided for that purpose. The employer shall have the right to approve all notices before posting except those dealing solely with the union meetings.

SECTION 8.02

Employees shall be paid by cheque on the Thursday following the completion of the weekly pay period. If a General Holiday falls on a Friday, the employer will make every effort to deliver the pay by Wednesday. Payment for overtime worked may be delayed by one (1) additional week.

ARTICLE 9 HOURS OF WORK AND OVERTIME

SECTION 9.01

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

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

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

SECTION 9.02

The standard work week shall be forty (40) hours per week comprised of five (5) consecutive days of eight (8) hour shifts, Monday to Friday for all employees.

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

The call-in guarantee for general Office Clerks shall be eight (8) hours. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness.

SECTION 9.03

Employees shall be entitled to rotate shifts at their particular location. The method of rotation shall be set out in a memorandum agreed to by the parties.

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

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

SECTION 9.04

General Office Employees shall be allowed a fifteen (15) minute paid rest period in the first half of their shift and a fifteen (15) minute paid rest period in the second half of their shift. Unless otherwise agreed by the parties these employees shall be allowed one half hour without pay for lunch which shall be taken between the third and fifth hour of their shift.

SECTION 9.05

In a week in which general holidays occur, the work week shall be reduced by the number of hours paid for each such holiday. All hours worked during the week in excess of the regular hours so reduced shall be paid for at the rate of one and one-half times the regular hourly rate.

SECTION 9.06

There shall be no duplication or pyramiding of provisions or **gag** under this agreement. Where two or more provisions respecting premium pay apply, the highest will be paid.

SECTION 9.07

All employees shall receive seven (7) days notice of layoff or one (1) **weeks** pay in lieu thereof.

SECTION 9.08

Excluding the **dispatch classification**, overtime beyond the regular work week shall be offered in order of seniority to qualified employees who normally perform the work. They shall be paid time and one-half the regular rate of pay for authorized Saturday work and double the regular rate of pay for authorized Sunday work with a call-in guarantee for authorized work on Saturday and Sunday of four (4) hours.

SECTION 9.09

The **dispatch classification** shall be paid time and one-half for authorized work performed on Saturday and **call-back** work, double time for authorized work on Sunday with a call-in guarantee of four (4) hours in each situation.

ARTICLE 10 WAGES AND CLASSIFICATIONS

SECTION 10.01

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

ARTICLE 11 JURY DUTY

SECTION 11.01

Employees required to serve on Jury Duty or as a Crown Witness shall be given the necessary time off. The employer agrees to pay the employees their regular pay during such absence. If employees are released from Jury or Witness Duty prior to four (4) hours before the end of their shift, they must report for work.

SECTION 12 BEREAVEMENT LEAVE

SECTION 12.01

Should a death occur in the immediate family of an employee who has completed his/her probationary period (immediate family being limited to father, mother, spouse, current common law spouse, brother, sister, step-parents, step-son/daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grand-parents, grand-children, grand-parents-in-law, legal guardian), the employee must notify the employer of the bereavement and upon such notification, the employer shall grant the employee three (3) days off with pay at the employee's regular rate.

A leave of absence without pay will be granted should the employee require more than three (3) days off.

SECTION 13 COST OF LIVING

SECTION 13.01

Employees shall receive a cost of living allowance over and above their basic rate.

SECTION 13.02

The amount of the cost of living allowance shall be determined as set out herein on the basis of the Consumer Price Index for Canada as established and released by Statistics Canada (herein called the "Index") and on the basis of the Index for 1981, being 100. Continuance of the cost of living allowance shall be contingent on the availability of the Index calculated on the same basis and in the same form as that published, at the commencement of this Agreement. No adjustments, 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.

SECTION 13.03

- a) The first cost of living allowance adjustment shall be determined effective February 07, 1994, based on the difference between the base Index figure for December, 1992, and Index figure for December, 1993, provided that the increase is in excess of four per centum (4%).
- b) The adjustment for the first cost of living allowance shall be for every one percent (1%) increase in the Index in excess of four per centum (4%) of the base Index as follows:
 - for employees paid on an hourly rated basis ten cents (\$0.10) per hour.

SECTION 13.04

- a) The second cost of living allowance adjustment shall be determined effective February 6, 1995, based on the difference between the base Index for December, 1993 and the Index figure for December, 1994 provided the increase is in excess of four per centum (4%).
- b) The adjustment for the second cost of living allowance shall be for every one percent (1%) increase in the Index in excess of four per centum (4%) of the base Index as follows:
 - for employees paid on an hourly rated basis 10 cents (\$0.10) per hour.

SECTION 13.05

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

ARTICLE 14 GENERAL HOLIDAYS

SECTION 14.01

The General Holidays shall be designated as follows:

First Year

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

(See (a) below)

Second Year

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

(See (a) below)

Third Year

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

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

SECTION 14.02

Employees shall be paid their regular pay for the above-mentioned holidays providing;

- 1) They have been in the employ of the Company for thirty (30) calendar days;
- 2) They have not been laid off or on leave of absence for a period longer than thirty (30) calendar days prior to the holiday;
- 3) They have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the holiday.

General Holiday and vacations are considered as time worked.

SECTION 14.03

If an employee is required to work on one of the General Holidays as listed above, he/she shall be paid for such time worked at the rate of double the regular hourly rate of pay for all hours worked between 12.01 a.m and 12 midnight;

This pay shall be in addition to the General Holiday pay as set out in article 14 (2).

SECTION 14.04

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

SECTION 14.05

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

SECTION 14.06

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

ARTICLE 15 VACATIONS WITH PAY

SECTION 15.01

Employees with less than one year's employment by November 30 in any year shall receive vacation pay in accordance with the Canada Labour Code.

SECTION 15.02

Employees who have completed one year's employment by November 30 in any year shall receive two weeks vacation with pay.

SECTION 15.03

Employees who have completed five (5) years of continuous employment by November 30 in any year shall receive three (3) weeks' vacation with pay. However, if an employee has not completed the fifth year of continuous employment when taking their vacation, the pay for the third (3rd) week shall be delayed until the fifth (5th) anniversary date of employment.

SECTION 15.04

Employees who have completed ten (10) years of continuous employment by November 30 in any year shall receive four (4) weeks' vacation with pay. However, if an employee has not completed the tenth (10th) year of continuous employment when taking their vacation, the pay for the fourth (4th) week shall be delayed until the tenth (10th) anniversary date of employment.

SECTION 15.05

Employees who have completed fifteen (15) years of continuous employment by November 30 in any year shall receive five (5) weeks' vacation with pay. However, if an employee has not completed the fifteenth (15th) year of continuous employment when taking their vacation, the pay for the fifth (5th) week shall be delayed until the fifteenth (15th) anniversary date of employment.

SECTION 15.06

Employees who have completed twenty (20) years of continuous employment by November 30 in any year shall receive six (6) weeks' vacation with pay. However, if an employee has not completed the twentieth (20th) year of continuous employment when taking their vacation, the pay for the sixth (6th) week shall be delayed until the twentieth (20th) anniversary date of employment.

SECTION 15.07

Employees who have completed twenty-five (25) years of continuous employment by November 30 in any year shall receive seven (7) weeks' vacation with pay. However, if an employee has not completed the twenty-fifth (25th) year of continuous employment when taking their vacation the pay for the seventh (7th) week shall be delayed until the twenty-fifth (25th) anniversary date of employment.

SECTION 15.08

- a) Vacation pay for those enjoying two (2) weeks', three (3) weeks', four (4) weeks', five (5) weeks', six (6) weeks', and seven (7) weeks' vacation with pay annually shall be calculated at four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%), twelve per centum (12%), fourteen per centum (14%) respectively of their total earnings for the previous year.
- b) In calculating earnings for percentage vacation payments, the previous vacation pay within the twelve month period will be included.

SECTION 15.09

Employees who are qualified for two (2), three (3), four (4), five (5), six (6), or seven (7) weeks' vacation and who sever or have severed their employment after they become qualified for two (2) weeks', three (3) weeks', four (4) weeks', five (5) weeks', six (6) weeks' or seven (7) weeks' vacation as the case may be, shall receive at the date of severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%), twelve per centum (12%), or fourteen per centum (14%) respectively of their earnings in the current vacation year.

SECTION 15.10

Any of the general holidays as listed in Article 14.01 falling within an employee's annual vacation period, will be paid for at the rate of normal day's pay as set out in Article 14.02, provided the employee is qualified for general holiday pay in accordance with Article 14.02. An employee shall be entitled to an extra day's vacation for any of the general holidays occurring within the vacation period, the pay for which shall be subject to the above condition.

SECTION 15.11

The choice of vacation period shall be by seniority in each department and the employer guarantees that all employees wishing to take their vacation during the months of May, June, July, August and September shall be allowed to do so. In preparing the vacation schedule, the employer will have each employee sign for the time they would like for their vacation. The final vacation schedule shall be posted by the employer not later than April 1st of each year. Summer vacation periods shall be May, June, July, August and September inclusive. Employees qualified for more than three (3) weeks' vacation will be restricted to three weeks' during the recognized summer periods. It shall be compulsory for all employees to take their vacation between March 1st and the end of February. Vacation periods will be allotted giving preference to senior employees provided it does not conflict with management's right to maintain an efficient work force.

SECTION 15.12

Vacation pay shall be computed ending June each year and paid to employees not later than July 15th. Employees going on vacation prior to July 15th shall receive pro-rated vacation pay.

SECTION 15.13

Employees who have lost time as a result of being on Workers' Compensation, Sickness and Accident and/or Long Term Disability will be considered to have earned their regular rate of pay for such time lost for the computation of vacation pay. This only applies to employees who have worked in excess of thirty-five percent (35%) of a working vacation year and have not received the equivalent of forty (40) hours pay for each week of vacation. This provision shall not apply to employees leaving the employ of the employer.

ARTICLE 16 HEALTH AND WELFARE

SECTION 16.01

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

To be eligible for payment an employee must:

- 1) Have been in the employ of the Company for thirty (30) calendar days;
- 2) Not have been laid off or be on a leave of absence for a period longer than thirty (30) calendar days;
- 3) Not have been absent from work due to sickness or injury for a period longer than six (6) months except that if the absence is on Workers' Compensation, coverage will continue during the life of this Agreement. Anyone currently off on coverage as of February 01, 1993 under this section will have his/her coverage continue providing he/she has not been off more than twelve (12) months. Should, however, the employee be in a position where he/she would otherwise be on lay-off (i.e. the employee in his/her classification who is next in seniority above him/her) he/she will be considered to be on lay-off, and the premiums will cease. Conversely, if the employee next senior above him/her is working, this section will not apply.
- 4) Where an employee returns to work off sickness or W.C.B. he/she would be required to work a ten (10) day period before being eligible for having coverage reinstated.

SECTION 16.02

Eligible employees who are absent through lay off or leave of absence in excess of thirty (30) calendar days shall have their coverage for

**LIFE INSURANCE
A.D. & D.
BLUE CROSS**

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

- a) by direct payment should he so select, or failing that;
- b) The Company shall deduct from his/her first pay an amount equal to one (1) month's premium per month for each month that premiums were paid on his/her behalf, or as an option;
- c) The Company shall recover the amount in (b) above distributed on a pay by pay basis for a period of no longer than three (3) months from the date of his/her return until the total of premiums is recovered.

- (d) An employee who has been laid off in excess of three (3) months may continue the coverage by direct payment to the Company. The payment must be made to the Company prior to the billing date as determined by the Company.

SECTION 16.03

The Health and Welfare Plan shall be as follows:

- a) Effective February 01, 1993, the Company shall contribute one hundred and ten dollars (\$110.00) per employee per month to provide Group Life Insurance, Accidental Death and Dismemberment Insurance, Dependent Group Life Insurance, Weekly Indemnity Benefit and Long Term Disability Benefits.

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

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

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

This will in no way affect the benefits or coverage payable by the Trust Fund.

- b) The Company shall, consistent with Article 16.1 and Article 16.2 of this Agreement, provide the full cost of Blue Cross Extended Health Care Benefit as outlined below:

Effective April 01, 1993, Blue Cross Extended Health Care Plan, standard benefits, including eye glasses to a maximum of one hundred and seventy-five dollars (\$175.00) per person per year and hearing aid to a maximum of five hundred dollars (\$500.00) per person, every three years with a ten dollar (\$10.00) deductible single person and twenty dollar (\$20.00) per family maximum deductible per benefit year, no co-insurance, no overall limit.

Effective April 01, 1994, the maximum amount for eye glasses shall be increased to one hundred eighty dollars (\$180.00).

Effective April 01, 1995, the maximum amount for eye glasses shall be increased to one hundred and eight-five dollars (\$185.00).

- c) The Company shall, effective the following dates and consistent with Article 16.1 and Article 16.2 of this Agreement, provide each month at no cost to the employee, the following benefits:

SECTION 16.03 (cont'd)

- i) April 01, 1993 - The Ontario Blue Cross Dental Plan #5 based on the 1993 Ontario Dental Association fee guide for general practice: Payment will be made up to one hundred per cent (100%) of the fee guide for children to age thirteen (13) years and eighty per cent (80%) of the fee guide for all others.

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

- ii) April 01, 1994 - The Ontario Blue Cross Dental Plan #5 based on the Ontario Dental Association fee guide for general practice in effect on that date. Payment will be made up to one hundred per cent, (100%) of the fee guide for children to age thirteen (13) years and eighty per cent (80%) of the fee guide for all others.

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

- iii) April 01, 1995 - The Ontario Blue Cross Dental Plan #5 based on the Ontario Dental Association fee guide for general practice in effect on that date. Payment will be made up to one hundred per cent (100%) of the fee guide for children to age thirteen (13) years and eighty per cent (80%) of the fee guide for all others.

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

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

- d) Effective upon ratification coverage will be provided as underwritten by Blue Cross to provide:

- i) The Deluxe Travel Plan for coverage outside Canada for benefits provided above.

- ii) "Paramedic" coverage such as chiroprapist, podiatrist, chiropractor, etc.

SECTION 16.04

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

PRESCRIPTION DRUG PLAN
VISION CARE (same as active members)
HEARING AID (same as active members)
TRAVEL PLAN

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

SECTION 16.05

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

ARTICLE 17 PENSION

SECTION 17.01

- a) The Company shall contribute, effective February 01, 1993, the sum of two hundred and sixty-three dollars (\$263.00) per month to a Pension Plan for all non-probationary employees who have worked any seven (7) days in that month (paid General Holidays and paid vacations shall be considered as time worked). Each employee on whose behalf the Company has contributed must contribute fifty-five dollars (\$55.00) per month.

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

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

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

ARTICLE 18 DURATION

SECTION 18.01

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

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

SIGNED AT:

FOR THE UNION

FOR THE COMPANY

THIS

[Signature]
[Signature]
[Signature]
PRESIDENT
14th DAY OF October, 1993.

**AUTO HAULWAY INC.
ONTARIO
UNION OFFICE AGREEMENT**

CATEGORY 1	NOW	FEB/93	AUG/93	FEB/94	AUG/94	FEB/95	AUG/95	TOTAL	NEW RATE
J. GRANT	\$16.03	\$1.00	\$0.25	\$0.40	\$0.50	\$0.30	\$0.30	\$2.75	\$18.78
S. GRANT	\$18.11	0.50	0.25	0.40	-	0.30	0.30	1.75	\$19.86
G. LANFORD	\$18.11	0.50	0.25	0.40	-	0.30	0.30	1.75	\$19.86
S. PINKERTON	\$16.35	1.00	0.25	0.40	0.50	0.30	0.30	2.75	\$19.10
G. WALDRIF	\$17.28	1.00	0.25	0.40	0.33	0.30	0.30	2.58	\$19.86
G. CHADWICK	\$17.92	0.69	0.25	0.40	-	0.30	0.30	1.94	\$19.86
G. McLAUGHLIN	\$17.92	0.69	0.25	0.40	-	0.30	0.30	1.94	\$19.86
G. SCHERER	\$17.28	1.00	0.25	0.40	0.33	0.30	0.30	2.58	\$19.86

AUTO HAULWAY INC.
ONTARIO
UNION OFFICE AGREEMENT

CATEGORY A	NOW	FEB/93	AUG/93	FEB/94	AUG/94	FEB/95	AUG/95	TOTAL	NEW RATE
D. COULTER	\$16.64	\$0.50	\$0.25	\$0.40	-	\$0.30	\$0.30	\$1.75	\$18.39
I. GRAHAM	\$16.64	0.50	0.25	0.40	-	0.30	0.30	1.75	\$18.39

CATEGORY B	NOW	FEB/93	AUG/93	FEB/94	AUG/94	FEB/95	AUG/95	TOTAL	NEW RATE
J. KOVACS	\$16.14	\$0.50	\$0.25	\$0.40	-	\$0.30	\$0.30	\$1.75	\$17.89
D. COOPER	\$16.14	0.50	0.25	0.40	-	0.30	0.30	1.75	\$17.89
D. QUAILE	\$16.14	0.50	0.25	0.40	-	0.30	0.30	1.75	\$17.89
M. PILSWORTH	\$16.14	0.50	0.25	0.40	-	0.30	0.30	1.75	\$17.89
C BRIZE	\$16.14	0.50	0.25	0.40	-	0.30	0.30	1.75	\$17.89
S. GEORGER	\$16.14	0.50	0.25	0.40	-	0.30	0.30	1.75	\$17.89
D. McFARLANE	\$14.54	1.00	0.25	0.40	0.50	0.30	0.30	2.75	\$17.29
S. McGIVNEY	\$15.04	1.00	0.25	0.40	0.50	0.30	0.30	2.75	\$17.79
D. BALFOUR	\$15.67	0.97	0.25	0.40	-	0.30	0.30	2.22	\$17.89
R. BENIOT	\$15.36	1.00	0.25	0.40	0.28	0.30	0.30	2.53	\$17.89
L. POSYER	\$15.99	0.65	0.25	0.40	-	0.30	0.30	1.90	\$17.89
S. HALLOWELL	\$15.36	1.00	0.25	0.40	0.28	0.30	0.30	2.53	\$17.89
K. JOHNSON	\$15.67	0.97	0.25	0.40	0.28	0.30	0.30	2.22	\$17.89
H. KRAAN	\$15.92	0.72	0.25	0.40	-	0.30	0.30	1.97	\$17.89
M. WILCOX	\$16.05	0.59	0.25	0.40	-	0.30	0.30	1.84	\$17.89
C. DONALDSON	\$15.67	0.97	0.25	0.40	-	0.30	0.30	2.22	\$17.89
T. STANLEY	\$18.84	1.00	0.25	0.40	0.50	0.30	0.30	2.75	\$16.59
N. CHAREST	\$18.84	1.00	0.25	0.40	0.50	0.30	0.30	2.75	\$16.59
S. BLYTHE	\$18.31	1.00	0.25	0.40	0.50	0.30	0.30	2.75	\$16.06

APPENDIX "A"

AUTO HAULWAY OFFICE EMPLOYEES

CLASSIFICATIONS

- 1). Dispatcher
- 2a). Senior Accounts Payable
Senior Accounts Receivable
Senior Payroll
Senior Maintenance Control
Secretaries
- b). Accounts Payable Clerk
Accounts Receivable Clerk
Payroll Clerk
Claims Clerk
Clerk Typist
General Office (Receptionist)
Data Input Clerk
Dispatch Clerk
Maintenance Clerk
- c). File Clerk
Junior Typist

An employee that performs work in a higher classification during a week will receive the greater rate of pay for that week. Rate of pay for probationary employees will be .25 cents per hour less than the lowest applicable classification rate.

APPENDIX "B"

In the event the Company moves a work operation and it is clearly established a movement of work opposite jobs were affected, employees affected shall be allowed to move with the work and dovetail their seniority to the terminal where the work is moved with an understanding that the determination of the work be defined at the time of the announcement or a period of the previous three (3) months work prior to the move.

SHIFT APPLICATIONS

upon ratification

Shifts commencing outside the hours of 7:00 a.m. and 11:00 a.m. employees will be paid a shift premium of .45 cents per hour.

Locations using 6:00 a.m. and 10:00 a.m. shall remain using such times for the purpose of shift premium.



199 Wentworth Street East
Oshawa, Ontario, L1H 3V6
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Toronto Line (416) 925-4223
Fax (416) 434-1314

September 11, 1990

**LETTER OF UNDERSTANDING
BETWEEN
MCCALLUM TRANSPORT AND TEAMSTERS LOCAL 938**

**IN ATTENDANCE - FOR THE UNION: C. Hamilton, G. Waldriff,
D. Philp**

FOR THE COMPANY: John Jansen

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When Marie Transport and McCallum Transport were amalgamated, the office seniority lists of both McCallum and Maris were dovetailed and a location bid held. Subsequent to this bid, past practise has been maintained at all locations and it was agreed by all present that there has not been any contractual violations,

A meeting was held to determine the future practise concerning office layoffs with the following guidelines agreed to by all present:

- 1) All Agincourt, Brampton, Bramalea, Concord, Oakville and Oshawa office staff are en one terminal, seniority list.
- 2) Oakville, Brampton and Bramalea will be one location and Oshawa, Concord and Agincourt will be another location for the purpose of bumping during a short term layoff. A short term layoff will be defined as a layoff that does not exceed 90 days.
- 3) In the event of a permanent staff reduction, due to a change in operations or a facility closure, displaced employee's may bump in accordance with seniority list described in line (1), pending seniority and qualifications.
- 4) Should an employee exercise their right to bump, they must bump in line with their qualifications displacing the employee with the least seniority.

It was further agreed that the McCallum Transport Office Employee's Agreement would be the surviving agreement and that article 7.05 (g) of this agreement would be amended to read "24 consecutive months".

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