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No. OF EMPLOYEES	25			
NOMBRE D'EMPLOYÉS	df			

1994 - 1995

COLLECTIVE AGREEMENT

BETWEEN

LOGAN TRANSPORT SERVICES LTD.

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
HOISTING AND PORTABLE, LOCAL 901**

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COLLECTIVE AGREEMENT

Between: Logan Transport Services Ltd.,
(hereinafter referred to as the "Employer")

..-

OF THE FIRST PART

And: The International Union of Operating Engineers, Hoisting and Portable,
Local 901
(hereinafter referred to as the "Union")

OF THE SECOND PART

WHEREAS the Canada Labour Relations Board made an Order dated the 15th day of October, 1976, in part, as follows:

"It is hereby ordered by the Canada Labour Relations Board that the International Union of Operating Engineers, Local 901 be and it is hereby certified to be the bargaining agent for a unit comprising all employees of Atomic Interprovincial Transportation System Ltd. working in its parts department, tractor shop, shop and wash department, excluding the parts manager, the trailer shop foreman, the trailer service manager, and the tractor service manager."

AND WHEREAS Atomic Interprovincial Transportation System Ltd. sold its parts department, tractor shop, trailer shop and wash department to the Employer as of February 7th, 1977 and the Employer subsequently employed all the employees formerly employed by Atomic Interprovincial Transportation System Ltd. within the unit described by the Canada Labour Relations Board for the employees working in such departments, affording to each employee the same employment rights and privileges each employee had previously held under his previous employment with Atomic Interprovincial Transportation System Ltd.,

NOW THEREFORE IT IS AGREED between the Employer and the Union as follows:

ARTICLE 1 - NATURE OF AGREEMENT

1.01 This Collective Agreement is being entered into between the Employer and the Union by virtue of the application of the provisions of the Canada Labour Code to the bargaining unit as described by the Order of the Canada Labour Relations Board dated the 15th day of October, A.D. 1976 as aforesaid and the assumption by the Employer of the responsibilities thereunder.

ARTICLE 2 - RIGHTS OF PARTIES

2.01 The Union has all rights which are specified in the subsequent provisions of this Collective Agreement and retains all rights granted by law.

2.02 The Employer retains all rights except as those rights are limited by the subsequent provisions of this Collective Agreement. Nothing in this Collective Agreement shall be construed to impair the right of the Employer to conduct its business in all particulars except as modified in this Collective Agreement.

ARTICLE 3 - UNION SECURITY

3.01 All new employees shall as a condition of employment make application to become members of the Union following completion of the ninety (90) day probation period (see Article 16).

3.02 All employees who are members in good standing of the Union and all employees who become members of the Union shall as a condition of employment maintain their membership in good standing for the duration of their employment.

3.03

(a) The Employer agrees that it will deduct from the wages or the monies payable to any person covered by this Collective Agreement, whether or not the employee is a member of the Union, the amount of regular monthly membership dues payable by a member of the Union from the first pay due each person in each month.

(b) The Employer further agrees to deduct initiation fees, regular assessments and/or back dues which that person has authorized the Employer to deduct by a written authorization. The Employer agrees to transmit the monies so collected to the Financial Secretary of the Union, monthly, with a list of the names and social insurance numbers of the employees on whose behalf such deductions have been made.

3.04 Notwithstanding 3.01 above it is agreed that any employee within the bargaining unit and on the payroll of the Employer on October 15, 1976, who does not wish to be or to become a member of the Union, will not be required to do so, but will be required to pay a monthly service fee equal to monthly union dues, which the Employer will deduct and remit as per 3.03 above.

3.05 Supervisors and other employees of the Company outside the scope of this Collective Agreement shall not perform any work coming within the scope of this Collective Agreement except in the case of an emergency.

Nothing herein shall prevent an employee from joining the Union when and if the employee so chooses.

ARTICLE 4 - UNION REPRESENTATIVE

4.01 The business representative of the Union shall have access during normal working hours only, to such areas of the Employer's operations as he is permitted by the Manager or the Comptroller of the Employer.

ARTICLE 5 - SHOP STEWARDS

5.01 The Employees within the bargaining unit may elect among themselves for each working shift a Steward in the Tractor and Trailer Department as well as alternates to act in the absence of such Stewards and all shall be Union members. Failing the election of Stewards, the Union shall appoint the Stewards and alternates per working shift.

5.02 If such Stewards are **so** elected or appointed, the Employer shall be notified in writing of such appointments and **any** changes thereafter.

5.03 Such Stewards shall have regular work to do **as an** employee of the Employer and such a person shall not leave his post at work in connection with his duties as a Steward, without first obtaining the permission of the Manager or the Director and such permission shall not be unreasonably withheld.

5.04 Such Stewards, in case of plant layoffs, shall be given extra consideration by the Employer with a view to retaining continuity among Stewards, but nothing herein shall require the Employer to ignore seniority **among** all the employees in the unit.

5.05 The Employer acknowledges that a Steward while acting in that capacity on his **shift**, is acting for the employees on that shift **as a whole** and he shall not be discriminated against. A Steward may be requested by the Employer and/or employee to assist in the settlement of grievances.

ARTICLE 6 - GENERAL HOLIDAYS

6.01 Employees of **the** unit shall be paid for **the** following General Holidays:

New Year's Day	Good Friday
Victoria Day	Dominion Day
August Civic Holiday	Thanksgiving Day
Labour Day	Christmas Day
Remembrance Day	Boxing Day

One-half (**1/2**) day (**before Christmas**), and one-half (**1/2**) day (before New Year's), even if they do not work on that day, providing they have worked on or were on annual holiday or leave with permission the last working day before the General Holiday and the first working day after **the** General Holiday.

- (a) If **any** of the abovementioned holiday! falls on a Saturday or Sunday, the preceding Friday or following Monday will be observed as the General Holiday.
- (b) Except in **the** case of **emergency**, all employees will be notified 24 **hours** prior to the General Holiday if **they** are required to work on that day.
- (c) If a further Manitoba Government Holiday is declared, it shall be added to the existing Holidays.

6.02 Employees who work on a General Holiday shall be paid, in addition to their regular day's wages, a minimum of four (**4**) hours at one **and** one-half (1 1/2) times their regular hourly rate of pay **and** all work in excess of four (**4**) hours shall be paid at one **and** one-half (1 1/2) times their regular hourly rate of pay.

6.03 Nothing herein shall be construed so as to prevent the Employer and the employees or any employee **from** taking **an** alternative day off rather than a Holiday specified in 6.01 above provided same is done in accordance with Section 195 (1) of the Canada Labour Code **Part III**.

6.04 Employees who refuse to work on General Holidays shall not jeopardize their employment nor shall they be discriminated against by the Employer.

6.05 For any of the General Holidays listed falling within an employee's annual vacation **period**, the employee shall be allowed an additional day of vacation, either the work day immediately **prior to** the vacation **period** or the work day immediately following the vacation **period**, as the employee's General Holiday.

ARTICLE 7 - VACATION WITH PAY

Definition:

seniority year for this section means a twelve (12) month **period** from the date of or from the anniversary date of an employee's commencement of continuous employment with the Employer.

7.01 Vacation lists shall be posted on March 1 of **each year** and employees shall designate their choice of vacation time before April 1. **If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Employer's discretion.** The Employer shall post the final **vacation schedule by May 1, and** it shall remain posted for the balance of the year.

- (a) The time of vacation shall be fixed by the Employer consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees.
- (b) Employees entitled to **more** than two (2) **weeks** vacation **may be requested to split** their vacation time to meet the requirements of (a) above. **Special consideration** will be given to an employee who requests more than **two (2) weeks vacation at one time, providing the employee requests same sixty (60) days in advance.**

7.02 After one (1) **seniority year up to and including five (5) seniority years, an employee** is entitled to two **weeks** vacation pay calculated at four point **zero** percent (4.0%) of **gross** wages for **the** previous seniority year.

7.03 After five (5) **seniority** years up to and including **ten (10) seniority years** an employee is entitled to three **(3) weeks** vacation pay calculated at six point one two percent (6.12%) of **gross** wages commencing on the first day of his sixth (6th) year of employment.

7.04 After ten (10) **seniority** years up to and including **twenty (20) years** an employee is entitled to four **(4) weeks** vacation pay calculated at eight point **three** three percent (8.33%) of **gross** wages commencing on the first day of his eleventh (11th) year of employment.

7.05 After **twenty (20) seniority** years up to and including all future **seniority years** an employee is entitled to five (5) weeks vacation pay calculated as ten point **eight seven** percent (10.87%) of **gross** wages commencing on the first day of his **twentieth (20th) year** of employment.

7.06 Vacation Pay shall be made available to each employee providing the employee(s) apply for their vacation pay **two (2) weeks** before the **last** regular pay**day** prior to their vacation.

7.07 The Company shall include on each employee's paycheque for each pay period the amount of the accrued vacation pay balance to date.

7.08 A regular employee laid off or leaving the Employer before the completion of a full year of service, shall be entitled to a pro-rated vacation pay, with pay computed on the same percentage of his gross wages during the portion of the year worked.

NOTE: Current employee(s) that have twenty-five (25) or more years service will be red-circled and continue to receive six (6) weeks vacation at thirteen point zero four three percent (13.043%) of gross wages.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

Grievance means any difference or dispute concerning the meaning, interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and the Union or the employee bound by this Collective Agreement.

8.01

Step 1: Should an employee(s) have a grievance, he shall first discuss it with his Steward or a Union Official who will then discuss it with the foreman, or directly with the foreman, within two working days, after the time the grievance occurred.

Step 2: If the matter is not satisfactorily settled, then the employee, the Steward or Union Official acting on behalf of the employee, either alone or in the presence of the employee, shall submit the grievance in writing and shall discuss it with the Manager and/or Director of the Employer within five (5) working days from the time the misunderstanding or complaint occurred. Failing settlement in this time period, the grievance shall be submitted to Step 3 within two (2) working days.

Step 3: The representatives of the parties to this Collective Agreement shall meet, discuss and endeavour to settle this matter within ten (10) working days following receipt of the grievance at Step 3.

8.02 Should any grievance not be submitted within the time limits specified above, it shall be considered to have been settled on the basis of the last reply to the grievance. If no decision has been given to the grieving party or his (its) representative within the time limits specified above or if the grievance is not satisfactorily resolved by the reply, the grieving party shall be entitled to submit the grievance to the next step including arbitration providing they do so within the time limits provided,

8.03 If any employee claims he has been unjustly discharged by the Employer, his complaint shall be treated as a grievance if a written statement of claim is given by the employee or by the Union representative to the Employer's representative or mailed to the Employer, within twenty-four (24) hours of notice of dismissal. In such cases, the grievance procedure shall commence with Step 3, and such grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost or by any other arrangement which, in the opinion of the conferring parties, is just and equitable. In no case shall the compensation to the employee be any greater than the net pay at straight time rates that he would have

received had he **worked during the period from** the date of the dismissal to the date of the final settlement **of the grievance**. **Unless the** complaint is so reported within the above specified **time**, the **employee's employment** shall be deemed to have terminated when he was dismissed and **such dismissal shall not** constitute a grievance at a later date.

8.04 Any **agreement** arrived at between the parties during **or subsequent** to the above steps shall **be binding** upon both parties and on the persons **concerned**.

8.05 Should either of the parties to this Collective Agreement have a misunderstanding, complaint, or dispute under this Collective Agreement against the other party, the grievance shall commence with Step 3 and this procedure must not be unduly delayed.

8.06 It is agreed by both parties to this Collective Agreement that no complaint or dispute under this Collective Agreement may be submitted to arbitration until after exhausting the above grievance procedure in connection with it.

Arbitration

8.07 Should there be an alleged violation of this Collective Agreement based upon a difference of opinion **as to** the interpretation of **an** actual clause of the Collective Agreement, or a difference between the parties as to the meaning or application of the Collective Agreement, either party after exhausting the grievance procedure established by **this** Collective Agreement, **may** notify the other party in writing of its desire to submit the alleged violation or difference **to** arbitration, and the notice shall contain the name of the person appointed to the Arbitration Board by the party giving **notice**. **The request for** arbitration shall be made **as** quickly as possible, but in any **event within thirty-one (31)** days after exhausting the grievance procedures established by this **Collective Agreement** or after the **waiving** by the party grieved **against**, either in writing **or by default**, of any steps remaining **under** the grievance procedures set forth herein.

8.08 The party **to whom the** notice is given shall within five **(5)** days of receiving the notice, name the person **whom** it appoints to the Arbitration Board and shall advise the party giving the notice of the name of **its appointee**. The two **(2)** appointees named by the parties to **this** Collective Agreement shall **within five (5)** days of the appointment of **the** second of them, appoint a third member of the Arbitration Board who shall be the Chairman thereof.

8.09 Where the party receiving the notice fails **to** appoint a member of the Arbitration Board, or where the **two** appointees of the parties fail to agree on the **app**ointment of the third member of the Arbitration Board, the Chief Justice of the Court of Queen's Bench shall be requested to make the appointment.

8.10 Each of the parties hereto will bear **the** expense of the Arbitrator appointed for it and **the parties will jointly bear** the expense of the Chairman of the Arbitration Board, fifty **(50%)** percent of such expense to be paid by each party.

8.11 The decision of the Arbitration Board shall be final and binding **upon** both parties **and** on every person **bound by** the Collective Agreement, but the **Board of** Arbitration shall not have jurisdiction to **set** provisions of a new collective agreement nor to make any decision inconsistent with the provisions of this Collective Agreement, nor by its decision to change wholly or in part **any** provision of this Collective Agreement.

8.12 The Board of Arbitration shall have the same power **as** set forth in the Grievance Procedure, Article 8.03.

ARTICLE 9 - COMPASSIONATE LEAVE

9.01 Upon production of medical evidence, the **Employer** herewith **agrees** that should an employee require Compassionate Leave for death of a spouse, **son, daughter**, brother, sister, mother, father, **mother-in-law**, father-in-law, common-law spouse or **any** relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides, he shall be **granted** three (3) days with pay without jeopardizing his employment, provided that such three (3) days pay shall not include a holiday which occurs within such three (3) days.

9.02 The Employer further agrees, should additional time off be requested by an employee to attend a funeral by reason of additional travelling time required due to the **location** of the funeral, an additional one (1) day Compassionate Leave with pay will be granted upon the Employer being satisfied that same is required due to the circumstances.

ARTICLE 10 - WAGES - HOW PAID

10.01 Wages shall be paid by cheque every two weeks on the job during working hours and the Employer may hold back not more than one (1) week's pay.

10.02 The **Employer** shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and Employer name.

10.03 Cheques will be issued during working hours on Thursdays.

10.04 In the event the Employer makes an error on the employee's pay cheque, the **Employer** is to issue a separate pay cheque for the difference in wages within two (2) working days to the employee.

ARTICLE 11 - CASE OF INJURY

11.01 Should an employee require off-site medical attention as a result of an injury sustained on the job which results in no return to work on that day, or should a qualified First Aid Attendant recommend absence until the next day, then the injured employee shall be paid for the full shift of the day of the injury. The Employer may require that a doctor's medical certificate be furnished.

11.02 The **foreman or** Employer's agent shall gather the injured employee's tools and belongings and place them in his tool box and in a safe place of storage. The Employer shall be responsible for such items until same are removed from the site by a person authorized by the employee in writing or until the employee returns to work.

11.03 Where an employee sustains an injury or suffers a legitimate illness necessitating medical or first aid treatment, the Employer shall provide transportation or transportation costs and travelling expense for the employee to a location where medical or first aid services are available. This shall apply only where such services are not available at the jobsite.

ARTICLE 12 - PROTECTIVE CLOTHING AND SAFETY

12.01 If special **safety** clothing or equipment is **required**, it shall be supplied by the Employer on a loan basis **to** the employee who **shall sign a** receipt for **same**. Any employee to whom safety clothing or equipment is **supplied shall** be responsible for loss of same or damage to it other **than** normal wear **and tear**.

12.02 Hard hats, safety flash **goggles**, full-face masks, welding helmets and welding gloves, respirators will be supplied by the Employer for grinding, welding and other such work at the plant when required. All employees who receive such safety equipment and/or protective clothing **shall** wear same as required.

12.03

(a) Effective January 1, 1994 current employees will be reimbursed sixty dollars (\$60.00) **per year**, representing a safety shoe rebate. This rebate will be payable on December 31st **of** each year. Employees commencing employment after January 1, 1993 will receive a rebate on a pro rata basis. **In order for employees to** receive the above allowance, employees must wear C.S.A. **approved shoes** (steel toe and steel **shank**) unless excused from wearing same **due to** medical reasons.

(b) If **an** employee is required to work outside in the winter, the Employer will provide on a loan basis as per (a) above winter wear as follows:

- (i) insulated coveralls (skidoo suit)
- (ii) lined **mitts** (leather mitts with wool liners)
- (iii) winter footwear (overboots **and** winter boot liners).

(c) Winter clothing shall be kept in the **Parts** Department **and** shall be issued in the same manner **as** tools, etc., except for winter boot liners: once they have been issued **to** an employee, he will keep same in his locker.

12.04 The Employer shall supply and clean coveralls **to** all employees without charge to the employee.

12.05 A safety committee shall be established to consist of a representative of the Employer **and** one employee member.

12.06 It is understood and agreed that the parties to this Collective Agreement will at all times comply with **all** accident prevention regulations **as** established by applicable laws. Further, no employee shall be **discharged** because he fails to work under unsafe conditions as set **out** in the regulations, unless he is the cause of such unsafe conditions. **Any** refusal or failure of **an** employee **to** abide by such regulations or posted Employer **safety** regulations, will be **sufficient** cause for dismissal.

12.07 It is to the **mutual** advantage of both the Employer **and** the employee that **employees** do not operate vehicles or equipment which are not in safe operating condition. It **shall** be the duty of the employee to report **promptly** to the Employer in **writing** all defects in **equipment**. The determination **as to** decision in respect **to** the condition of the equipment **shall** rest solely with the Employer.

ARTICLE 13 - TOOL LIST

13.01 Each mechanic shall provide himself at his own expense a tool kit consisting of the-following :

Heavy Duty Mechanics Tool List

Combination wrenches 7/16-15/16 (in steps of 1/16")
1/2" **square** drive consisting of 7/16-1 1/4 (in steps of 1/16")
(sockets double hex)
ratchet, 6" extension, 10" extension
universal joint - Johnson **bar**, speed handle
6" sidecutter
6" slip joint pliers
8" vise **grip**
centre **punch**
tapered **punch**
chisel
2 lb. ball**peen** hammer
crowfoot **bar** 16"
combination wrenches 1", 1 1/16", 1 1/8", 1 1/4"
3/8" **square** drive set consisting of: **sockets**, single or double hex
3/8 - 3/4 in steps of 1/16 deep **sockets**, single or double
3/8 - 13/16 in **steps** of 1/16
3/8- 3/4 **universal** sockets
ratchets, 3" & 6" extension
complete **speed** handle, universal joint
7/8 - 1/2" **drive** socket
3/8" female to 1/2" male adapter
2 chisels various sizes
2 tapered punches various sizes
3 drift punches various sizes
Allan wrench set .028 to 3/8
2 screwdrivers
1 Phillips screwdriver large
1/2" drive socket set **complete**
tubing cutter and double flare set
Phillips screwdriver
2 screwdrivers (small & medium)
hacksaw
tool box
10" crescent wrench
needle nose pliers
12" crescent wrench
12 **oz.** ballpeen hammer
feeler gauge
spark plug gauge
testlight
plastic or brass hammer
mirror
magnet

Trailer Mechanic's Tools

6" sidecutter
centre **punch**
2 Phillips screwdrivers #2 & 3
3 **plain** screwdrivers 1- 3" blade, 1- 6" blade, 1- 12" blade
1 **hacksaw**
2 **hammers** 1- 16 oz., 1- 32 oz.
1 8" crescent wrench
1 14" crescent wrench
1 set of wrenches from 5/16" to 1 1/2"
*The following 1/2" drive impact **sockets**: 7/16, 1/2, 9/16, 5/8
1 **6"** socket extension 1/2" drive
1 1/2 to 3/8" socket adapter 1/2" drive
1 circuit light tester
8" vise grips
1/4" pin punch

Article 13 - Trailer Mechanic's Tool List - cont. . .

1 pair 6" needlenose pliers
1 pair 8" standard pliers
1 pair spring clip pliers
1 wire brush (Company will replace worn out brush - old one must be turned in)
1 12" x 3/8" round file
1 12" x 1" flat file
3 chisels 1/4", 1/2", 3/4"
tool box

* Subject to employee being able to purchase impact sockets through Company on C.O.D. basis.

Welder's Tool List

chipping hammer
hacksaw
1 brass hammer
1 striker
1 set combination wrenches 5/16" to 1"
1 pin punch
1 centre punch
tool box
3 chisels 3/8", 1/2", 3/4"

Carpenter's Tool List

1 16 foot tape
1 claw hammer
* The following 1/2" drive impact sockets: 7/16", 9/16", 1/2", 5/8"
1 8" crescent wrench
1 chisel 1/2"
1 pin punch
1 tool box

* Subject to employee being able to purchase impact sockets through Company on a C.O.D. basis.

13.02 Responsibility for replacement of worn or lost tools due to normal wear and tear or loss is accepted by the Employer on return of broken or worn tools or proof of the lost tools. Tools are to be replaced with the same brand or similar quality within one week or with approval from the Employer, employees may purchase replacement tool(s) and be reimbursed for same within one week.

13.03 The Employer will be responsible for compensation for tools destroyed by fire or lost by breaking and entering from a storage place provided by the Employer.

13.04 In order to prevent any disagreement on the replacement of tools lost under 13.02 and 13.03 above, all employees shall complete and file with the Company an up-to-date list of their personal tools.

ARTICLE 14 - GENERAL CONDITIONS AND SANITARY ARRANGEMENTS

14.01 Employees will **be** entitled to **two** coffee **breaks**, one in the morning and one in the afternoon, of fifteen minutes duration each.

14.02 Reasonable time will **be** allowed prior to quitting time for **picking up tools, parking and shutting down equipment** in a safe manner and ten **(10)** minutes will be allowed for **personal** cleanup in **the** Employer's lunch/change room.

14.03 Clothes lockers and a lunch room shall be provided.

14.04 The Employer shall **supply** heated flush toilets, wash-up facilities, washrooms and showers, and shall supply **hand cleaners**.

The employees shall keep employees' lunch room, washrooms, showers and locker rooms clean and tidy.

14.05 The Employer shall allow time off work without pay for **an** employee who is serving on a Union **Committee** or for the **purpose** of serving as a Union delegate to a conference or function provided that same **does** not interfere with normal work schedules and that this can be done without cost to the Employer. Such time off shall not exceed **seven (7) days per annum**. **To** obtain such time off, the **employee must give the Employer seven (7) days** clear notice in writing setting out the **full details of the proposed time off**. Any employee who acts **within** the scope of **this paragraph shall not lose his job or be discriminated against** for so acting.

Bulletin Board

14.06 The Union **shall** be provided space on Employer's Notice Board for the use of the Union in posting notices to employees.

14.07 The Employer shall immediately post on the bulletin board when a new supervisor is put **in charge of any** department, or a transfer is made from one department to another.

14.08 If the employee provides **an** employment record "log book", the Employer will **mark up** same at **least once a year** if requested, stating **the** employee's length of service, job classification(s) and his ability on **the** job as **poor, fair, good, or excellent**.

14.09 Jury Duty

An employee subpoenaed as a witness or called for jury duty shall be paid the difference between what **he** would have earned for his scheduled **hours** and the fee received. The **employee** will be required to work during those scheduled working hours that he is not required to attend the court proceedings.

ARTICLE 15 - EMPLOYEES' VEHICLES

15.01 Employees shall not be **required to** use their own vehicles on the Employer's business.

ARTICLE 16 - SENIORITY RIGHTS

16.01 An employee's **seniority** shall be established on completion of a ninety (90) calendar day probationary **period** and **will** take effect from date of hire.

16.02 Seniority, ability and fitness to perform the **required task** shall be determining factors in all cases of transfer, promotion, increase or decrease of the working forces, and in the advancement of employees to higher classifications within the bargaining unit.

When management deems ability and fitness are relatively equal amongst employees, seniority shall prevail. Any disagreement with the foregoing is subject to the Grievance Procedure (Article 8).

16.03 The Employer will post a seniority list stating name as per seniority and classifications, every six (6) months or as required.

16.04 Job Posting

(a) Vacancies for all jobs shall be posted in advance for a **period** of not less than five (5) working days.

(b) Within a trial period of ninety (90) calendar days (at not less than the employee's existing rate of pay) where an employee does not meet the required ability and fitness for the position concerned, he shall revert to his former position without loss of seniority.

ARTICLE 17 - TERMINATION OF EMPLOYMENT

17.01 When an employee leaves the **employ** of the Employer, he shall give his Employer one (1) **week's** notice in writing or **forfeit** up to one (1) week's pay and/or holiday pay held back by the Employer.

17.02 When an employee has his employment terminated by his Employer, he shall be given one (1) week's notice in writing or pay in lieu thereof unless such termination is for cause.

17.03 When an employee's employment is terminated, the Employer will mail to him his pay, records and allowance on the next regular payday if same is due.

ARTICLE 18 - EMPLOYEE BENEFIT PLAN AND PENSION PLAN

18.01 The Employer will provide and pay for employee benefits as indicated in the employee benefit booklet which is available through the office of the Employer.

18.02 A pension plan is available to employees. A booklet describing the plan and setting out the eligibility requirements is available through the Employer's office.

ARTICLE 19 - SICK LEAVE

19.01 Following completion of probation period employees will be allowed to accumulate a maximum of eight (8) working days of paid sick leave at the rate of one (1) day of sick leave for each full month worked after the end of the employee's probation period. Any such maximum accumulation shall be carried over from year to year based on the employee's employment anniversary until such time as an employee uses all or part of such sick leave. When accumulated sick leave falls below eight (8) days, then it may subsequently be re-accumulated at the rate of one (1) day per each full month worked thereafter until it reaches eight (8) days of accumulated sick leave.

19.02 Sick leave at the end or beginning of a vacation may be justified by a medical certificate to the Employer.

Employees who are off work sick for one (1) day who do not provide the Employer with a doctor's or dentist's certificate shall be docked one (1) day sick leave but paid only for four (4) hours for that day. If an employee is off work sick for more than one (1) day, he shall provide a doctor's or dentist's certificate in order to be eligible for eight (8) hours pay per day from and including the first day to the maximum of eight (8) days.

ARTICLE 20 - PROCEDURE - NEW CLASSIFICATIONS

20.01 In the event the Employer institutes classifications of work not provided for in the Collective Agreement, the Employer shall assign a wage rate to such work classifications and notify the Union of the assignment. If the Union feels the wage rate so assigned is inappropriate then, providing notice is received by the Employer of claim of inappropriateness within seven (7) days of the assignment, the following procedure shall apply:

- (a) The Union shall notify the Employer of its desire to negotiate a wage rate for such classification of work.
- (b) The Employer and the Union shall meet and attempt to negotiate a wage rate for the new classification of work.
- (c) If within seven (7) days a wage rate has not been mutually agreed by the parties, the Union may refer the dispute to a Board of Arbitration pursuant to Article 8 of this Collective Agreement.

ARTICLE 21 - JOINT CONFERENCE COMMITTEE

21.01 In consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Employer and the Union, a Joint Conference Committee shall be established.

21.02 The Committee shall consist of not more than three members from each side. This Committee shall meet at intervals deemed necessary by the parties to this Collective Agreement and shall be authorized to investigate, assess and recommend solutions to the various problems.

ARTICLE 22 - SAVINGS CLAUSE

22.01 It is assumed by the parties hereto that each provision of this Collective Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of Manitoba. Should it later be determined that it would be a violation of any legally effective Dominion or Provincial Order or Statute to comply with any provision or provisions of this Collective Agreement, the parties hereto agree to re-negotiate such provision or provisions of this Collective Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute, and the other provisions of this Collective Agreement shall not be affected thereby.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

23.01 Regular Work Week

- (a) Overtime will be paid after forty (40) hours per week or eight (8) hours per day, Monday through Saturday.
- (b) The employee's work week will be five (5) consecutive days, with two (2) consecutive days of rest.
- (c) The hours of work shall be reduced by eight (8) hours in any week in which a General Holiday falls.
- (d) On an employee's first (1st) day of rest, time and one-half (1 1/2X) shall be paid for all hours worked.
- (e) On an employee's second (2nd) day of rest, time and one-half (1 1/2) shall be paid for the first eight (8) hours worked and double time (2X) shall be paid for all hours thereafter.
- (f) A fifteen (15) minute coffee break shall be provided if the overtime to be worked is to exceed one (1) hour.
- (g) If more than two (2) hours overtime is required, the employee will receive a seven (\$7.00) dollar meal allowance. (non-taxable)
- (h) Employees who refuse to work overtime shall not jeopardize their employment nor shall they be discriminated against by the Employer.
- (i) Employees who are called in to work after completing a regular shift or on a day off shall receive a minimum of four (4) hours at time and one-half (1 1/2) their regular rate of pay for show-up time, except those employees on regular Service Call as defined in 23.02 following.
- (j) When an employee starts work on a normal work day, that employee shall be paid for a minimum of four (4) hours.

23.02 Service Call

- (a) Effective January 1, 1994, the Employer agrees to pay the employee(s) on call forty-five dollars (\$45.00) per week that the employee(s) is on call.

- (b) The service call allowance will be issued on a separate cheque as auto expense.
- (c) Employees shall receive a minimum of **two (2)** hours at one and one-half (1 1/2) times the regular rate of pay while on service calls. The employee's time will start from the time he leaves home and end when he returns home. All hours worked on service calls including travelling time will be paid at the overtime rates.
- (d) Service calls shall be rotated by all employees in both Trailer and Tractor Shop who are qualified to do the service call work.

23.03 Weekend Work

- (a) Overtime will be paid after forty (40) hours per week or ten (10) hours per day, Friday through Monday.
- (b) The employee's work week will be four (4) consecutive days, with three (3) consecutive days of rest.
- (c) The hours of work shall be reduced by ten (10) hours in any week in which a General Holiday falls.
- (d) On an employee's days of rest, time and one-half (1 1/2X) shall be paid for the first ten (10) hours worked and double time (2X) shall be paid for all hours thereafter.
- (e) A fifteen (15) minute coffee break shall be provided if the overtime to be worked is to exceed one (1) hour.
- (f) If more than two (2) hours overtime is required the employee will receive a seven dollar (\$7.00) meal allowance (non-taxable).
- (g) Employees who refuse to work overtime shall not jeopardize their employment nor shall they be discriminated against by the Employer.
- (h) Employees who are called in to work after completing a regular shift on a day off shall receive a minimum of five (5) hours at time and one-half (1 1/2X) their regular rate of pay for show-up time, except those employees on regular service call as defined in 23.02 above.
- (i) When an employee starts to work on a normal work day, that employee shall be paid a minimum of five (5) hours.

ARTICLE 24 - SHIFT WORK

24.01 No more than eight (8) hours will be worked per shift at straight time rates.

24.02 The starting and quitting time for shift work will be decided by the Employer. Except in the case of an emergency, the Union or Steward will be notified when shift work is worked.

24.03 An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

24.04 No employee shall work more than one straight time shift in each consecutive twenty-four (24) hour period.

24.05 No employee shall be required to work either the day shift 8:00 a.m. to 4:00 p.m. or the night shift 4:00 p.m. to 12:00 midnight but shall have his choice of shift provided that seniority shall govern any priority as to employment on the day or night shift as the case may be.

24.06 On shifts commencing between 4:00 p.m. and midnight, a night time differential of thirty (30¢) cents per hour over and above the job classification hourly rate will be paid, and thirty-five (35¢) cents per hour on shifts commencing at 12:00 midnight. Shift differentials are not applicable to part-time or casual employees.

ARTICLE 25 - WORKING FOREMEN/LEADHANDS

25.01 When the Employer appoints a Working Foreman or Lead Hand, the said employee shall receive fifty (50¢) cents per hour above the highest paid employee working under him. The Employer also agrees to pay each Working Foreman/Lead Hand twenty-five (\$25.00) dollars per month auto expense to be issue% on a separate cheque (non-taxable).

ARTICLE 26 - PARTIES BOUND

26.01 The Employer agrees that all Management and Staff shall abide by the terms of this Collective Agreement.

26.02 The Union agrees that Union members shall abide by the terms of this Collective Agreement.

ARTICLE 27 - AMENDMENTS

27.01 The within Collective Agreement may be amended by the parties hereto at any time by attaching hereto such amendments as may be mutually agreed in writing and signed by the Employer and the Union and indicating that same shall amend the within Collective Agreement as therein provided.

ARTICLE 28- CLASSIFICATIONS AND QUALIFICATIONS

In assessing an employee's qualifications, the Employer agrees to recognize past experience that the employees may have had with other employers working in similar classifications.

1. Truck & Tractor Gas and/or Diesel Mechanic
Bodyman (Painter)
Preventive Maintenance and/or Service

Class A: With applicable Trade Certificate

Class 1: Satisfactory three (3) to four (4) years experience

Class 2: Satisfactory two (2) to three (3) years experience

Class 3: Satisfactory one (1) to two (2) years experience

Class 4: After one (1) year's service.

Class 5: Trainee or Level 1 Apprentice for the first year

Class 6: Starting rate for the first ninety (90) days

2. Reefer Mechanic. Heater Mechanic

Class A: With appropriate Trade Certificate

Class 1: Satisfactory three (3) to four (4) years experience

Class 2: Satisfactory two (2) to three (3) years experience

Class 3: Satisfactory one (1) to two (2) years experience

Class 4: After one (1) year's service

Class 5: Trainee or Level 1 Apprentice for the first year

Class 6: Starting rate for the first ninety (90) days

3. Welders

Class A: Welder with C.W.B. ticket

Class 1: Satisfactory two (2) to three (3) years experience

Class 2: Satisfactory one (1) to two (2) years experience

Class 3: Less than one (1) year experience

4. Trailer Mechanic
Trailer Carpenter

Class 1: Satisfactory three (3) years experience

Class 2: Satisfactory two (2) to three (3) years experience

Class 3: Satisfactory one (1) to two (2) years experience

Class 4: After one (1) year's service

Class 5: Trainee for the first year

Class 6: Starting rate for the first ninety (90) days

5. Parts Person

Class A: With applicable Trade Certificate

Class 1: Senior Parts Person with experience in Purchasing and Inventory Control

Class 2: Experienced Parts Person - not fully qualified in this field and/or working under the Senior Parts Person

Class 3: Inventory Control Clerk

Inventory Parts Clerk

Class 4: Parts Person's Helper - no experience - for the first year

6. Utility Driver

Class 1: Satisfactory one (1) year experience
Class 2: ~~Less than~~ one (1) year experience

7. Wash Rack Attendant

Class 1: Satisfactory one (1) year experience and capable of driving truck/tractor/trailer
Class 2: Satisfactory one (1) year experience; no driving experience
Class 3: Less than one (1) year experience, capable of driving truck/tractor/trailer
Class 4: Less than one (1) year experience; no driving experience
Class 5: **Starting rate** for first ninety (90) days

NOTE

28.01 Part-time employees will be covered under Article 29 - Classification and Wage Rates.

28.02 In slack periods an employee may be offered alternate work at his going rate of pay and if he should refuse to do such work he shall punch out until work within his category becomes available.

28.03 The Company will become certified with C.W.B. Welders. Welders will be tested as required. The employee must be employed for twelve (12) months after the date of the test or he will be charged with fifty (50%) percent of the cost of the test. The Company will absorb one hundred (100%) percent of the cost of such tests providing the employee is employed for no less than twelve (12) months from the date of the test.

28.04 It is understood and agreed that employee(s) may be qualified in more than one (1) job classification; in these circumstances, seniority as per Article 16.02 shall apply.

28.05 Request for Reclassification:

The Employer will provide a form to be completed by employee(s) for reclassification. (Sample copy of form attached.) When an employee(s) completes said form requesting reclassification and reclassification is granted, the employee(s) shall receive the new rate of pay from the date of application for reclassification.

If an employee is denied reclassification, the Employer shall submit written reasons to the employee with a copy to the Union.

28.06 It is understood and agreed that the aforementioned classifications cover the existing Shop operations and should the current operations change, the parties shall meet to discuss same as per Article 20 - Procedure-New Classifications of this Collective Agreement.

ARTICLE 29 - CLASSIFICATIONS AND WAGE RATES

1.	<u>Truck & Tractor Gas and/or Diesel Mechanic Bodyman (Painter)</u>	Jan. 1, 1994	Jan. 1, 1995
	Class A	\$15.10	\$15.25
	Class 1	14.85	15.00
	Class 2	14.10	14.25
	Class 3	12.40	12.55
	Class 4	11.30	11.45
	Class 5	10.15	10.30
	Class 6	9.05	9.20
2.	<u>Reefer Mechanic Heater Mechanic</u>	15.10	15.25
	Class A	14.85	15.00
	Class 1	14.10	14.25
	Class 2	12.40	12.55
	Class 3	11.30	11.45
	Class 4	10.15	10.30
	Class 5	9.05	9.20
3.	<u>Welders</u>	15.10	15.25
	Class A	14.75	14.90
	Class 1	13.20	13.35
	Class 2	12.20	12.35
4.	<u>Trailer Mechanic Trailer Carpenter</u>	14.75	14.90
	Class 1	14.00	14.15
	Class 2	12.30	12.45
	Class 3	11.30	11.45
	Class 4	10.15	10.30
	Class 5	9.05	9.20
5.	<u>Parts Person</u>	13.20	13.35
	Class A	12.95	13.10
	Class 1	11.95	12.10
	Class 2	10.80	10.95
	Class 3	9.10	9.25
6.	<u>Utility Driver</u>	13.10	13.25
	Class 1	12.35	12.50
7.	<u>Wash Rack Attendant</u>	13.10	13.25
	Class 1	12.35	12.50
	Class 2	11.40	11.55
	Class 3	10.15	10.30
	Class 4	8.85	9.00

ARTICLE 30 - DISCIPLINE AND DISCHARGE

30.01 When a disciplinary notice is placed against the record of an employee, written notice will be given to the employee in the presence of the Steward, and a duplicate is to be initialled by the employee and the Steward as acknowledgement of having received the notice.

30.02 Refusal of the employee or the Steward to sign for receipt of the notice shall disqualify the employee from proceeding under the Grievance Procedure.

30.03 Disciplinary notices placed against the record of an employee pursuant to this Article shall become null and void automatically after one (1) year from date of issue provided no disciplinary notice has been issued during the one (1) year period.

ARTICLE 31 - STRIKES AND LOCKOUTS

31.01 It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Collective Agreement, which will stop or interfere with production during the life of this Collective Agreement or while negotiations for renewal of this Collective Agreement are in progress.

31.02 It is agreed by the Employer that there shall be no lockout during the life of this Collective Agreement or while negotiations for renewal of this Collective Agreement are in progress.

ARTICLE 32 - EFFECTIVE DATE AND DURATION OF AGREEMENT

32.01 This Collective Agreement shall become effective from January 1, 1994 to December 31, 1995, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter from year to year, unless written notice to negotiate a new collective agreement is given by either party to the other party not less than thirty (30) days prior to the expiry date of this Collective Agreement or the expiry date of any extended term thereof.

32.02 During the period of negotiations, this Collective Agreement shall remain in full force and effect.

SIGNED this 14th day of DECEMBER, A.D. 1993.

All conditions of this Collective Agreement shall become effective January 1, 1994.

LOGAN TRANSPORT SERVICES LTD.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
HOISTING AND PORTABLE,
LOCAL 901

Per:
Per:
On behalf of the Employer

Per:
Per:
On behalf of the Union

ms-opeiu-342

LETTER OF UNDERSTANDING

Between: The International Union of Operating Engineers,
Hoisting and Portable, **Local 901**
(hereinafter referred to as the "Union")

and: **Logan** Transport Services Ltd.
(hereinafter referred to as the "Employer")

WHEREAS, **there** is in effect in the Province of Manitoba a Collective Agreement between **the** parties signatory hereto dated **January 1, 1994**,

IT IS **AGREED** between the parties signatory hereto that whenever reference is made to **an eight (8) hour day**, a **ten (10) hour day** will apply to the **four (4)** employees working the weekend shift.

NOTE: Sick leave not to exceed sixty-four (**64**) hours in any employee's seniority year.

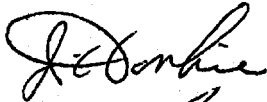
IT IS **ALSO AGREED** between the parties signatory hereto that there will be a wage opener in the Collective Agreement on **January 1, 1995**, subject to an increase in the Consumer Price Index for Canada (1971 = 100) should **the** C.P.I. for Winnipeg, Manitoba increase by two and one-half percent (2 1/2%) or more from **January 1, 1994** to December 31, 1994.

IT IS **FURTHER AGREED** that this Letter of Understanding will remain in full force and effect for the same **period** as the Collective Agreement referred to herein.


In acceptance of the foregoing, the parties hereto have affixed their signatures

this 14th day of DECEMBER, 1993.

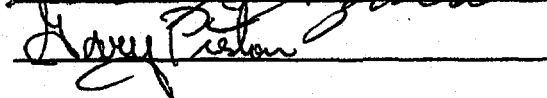
For the Union:



Per:



Per:



For the Employer:

Per:



Per:



INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 901

1008 WALL STREET
WINNIPEG, MANITOBA R3G 2V3

Phone: 786-8658

SAFETY CREED

WE BELIEVE...

- ... *that every man bears the unalterable responsibility for keeping out of harm's way. This he owes to himself, his family, his fellows and his job.*
- ... *that no man lives or works entirely alone. He is involved with all men, touched by their accomplishments, marked by their failures. If he fails the man beside him, he fails himself, and will share the burden of that loss. The true horror of an accident is the realization that a man has failed himself - and more - that his fellows have failed him*
- ... *that accidents are conceived in improper attitudes, and born in moments of action without thought. They will cease to be only when the proper attitude is strong enough to precede the act - when the right attitude creates the awareness that controls the act.*
- ... *that the prevention of accidents is an objective which crosses all levels of rank, organization and procedure.*
- ... *that freedom from harm is not a privilege but a goal to be achieved and Perpetuated day by day.*
- ... *that the elimination of injury and pain due to accidents is a moral obligation upon which the final measure of our performance directly depends.*

EVERY MAN A SAFETY MAN

*"We act as though we had a thousand,
lives to spare and not a single minute."*

YOUR SAFETY IS MAINLY UP TO YOU!

BE SURE - Not Sorry!