

Expiry Date: April 1, 1997

SOURCE	U.M.W.
WAGE	94.04C
EFF.	97.04C
TERM.	30
Nb. OF EMPLOYEES	30
NOMBRE D'EMPLOYES	30

COLLECTIVE AGREEMENT

BETWEEN:

BORISKO SERVICE COMPANY INCORPORATED
(hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION 419,
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

ARTICLE 1 - INTENT AND PURPOSE

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

1.02 There shall be no effort by either signatory to misinterpret, read into, or delete from, any of the provisions of this Agreement.

1.03 Therefore, this Agreement between the Union and the Company, signed by the accredited officials of both parties, has been mutually agreed upon and the terms as laid out shall be carried out in letter and spirit by both parties.

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

1.05. Supervisory and office employees shall not perform the work of employees within the bargaining unit while such employees are laid off except:

- a) In emergencies which call for immediate action to protect operations or customer relations;
- b) In the instruction or training of employees;

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- c) In checking operating conditions; **and**
- d) As is incidental to the carrying out of regular and normal supervisory functions.

1.06 Work **normally performed** by members of the bargaining unit will not be contracted out, with the exception of pooled arrangement with the van lines. Shipments normally handled by members of the bargaining unit will not be shipped by piggyback.

ARTICLE 2 - RECOGNITION

2.01 a) The Company recognizes the Union as the exclusive bargaining agent for Drivers, Helpers, Auto Mechanics*, **Welder**, Mechanic Helper*, **Packers**, Warehousemen and Building Maintenance*, operating in **and** out of **Metropolitan** Toronto terminals, which shall be **defined as** Highway **#9** to the North, Durham Road **#1** to the East, **Lake Ontario** to the South and Highway **#25** to the West.

b) The present terminal is located at 357 Kennedy Road. Scarborough, Ontario.

c) It is agreed that the Collective Agreement **does not apply** to **casual, temporary** or agency employees. However, the company agrees that such employees will not be employed for the purpose of reducing the number of **full-time** bargaining unit **employees**. Bargaining unit **growth** will be a matter of discussion between the **Company** and the Union.

d) All **employees** hired by the Company on or **after** January 1st, 1992 shall be **subject** to the **terms and conditions set** out in Schedule II regardless of the **Metropolitan Terminal** out of which they operate.

ARTICLE 3 - UNION SECURITY

3.01 The Company **agrees** that **all** present employees covered by this Agreement except new employees **during** their probationary period **shall, as** a condition of employment, become and remain members of **the** Union in **good** standing.

3.02 New **employees** shall **make** application for **membership** in the Union at the **time** of their hiring and shall **become and** remain members of the Union in good standing **as** a condition of employment **as soon as** their probationary period has been served.

3.03 The Company agrees to deduct Union dues **as** specified in the Union Constitution **from** the first pay due in each month and **remit the monies so** deducted together **with a list** showing **from whom** and in **what** amount **deductions were** made to the Secretary-Treasurer of the Union in the current **month** in **which deductions were** made. The Secretary-Treasurer of the Union shall notify the Company **by letter of any**

change in the amount of dues and such notification shall be **the** Company's conclusive **majority** to make the deductions **specified**.

3.04 Annual Union **dues** deducted from an employee will be shown by the Company on the employee's T-4 slip.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Union recognizes that the Company has the exclusive right to manage the business and to exercise all the customary prerogatives of **management** subject to the express provisions of the Agreement, and without limiting the generality of the foregoing, to:

- a) maintain order, discipline and efficiency and in connection therewith to make alter **and enforce** from time to time **rules** and regulations, policies and practices to be observed by its employees; discipline or discharge **employees** for just cause, provided that a claim by an employee who **has** acquired seniority that **he** has been unjustly disciplined or discharged may be the subject matter of a grievance and **dealt** with as hereinafter provided.
- b) operate and manage the business in all respects in accordance with the Company's commitments, obligations and responsibilities including the right to determine the nature and kind of business conducted by the Company, **determine** the number and location of the Company's establishments, the extension, limitation, curtailment or cessation of operations or **any** part thereof, the direction of the work force; to schedule and determine **operations**, numbers of **shifts**, products **and** services to be rendered, methods, tools, processes and means of warehousing and distribution methods, techniques **and work** procedures, quality **and** quantity standards, kinds **and locations** of equipment, machinery and vehicles to be used at any time, **selection and** use of materials required by the Company; determine job **content**, establishment of work or job assignments, and change, combine or abolish job **classifications**, **qualifications** of an employee to perform any **particular** job, decide upon the number and type of **employees** needed by **the** Company at **any** time, number of hours to be worked, starting **and** quitting times **and** when overtime **shall** be worked; **determine** financial **policies**, including general accounting procedures and customer **relations**, except **as** otherwise **restricted** by the **express** provisions of this Agreement.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Company and the Union agree that they will not discriminate against, coerce, restrain or unlawfully influence any employee.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 a) In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union and its members agree that during the life of this Agreement there will be no strike, interruption, slow-down or stoppage of work, either complete or partial, or any other interference which will halt, disrupt, limit or interfere with normal service or work.

b) The Company agrees that there will be no lock-out of employees during the life of this Agreement.

6.02 It shall not be a violation of this Agreement, however, for the employees covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

ARTICLE 7 - UNION STEWARDS

7.01 The Company acknowledges the right of the Union to appoint or otherwise select two Stewards and an alternate Steward. To be eligible to be a Steward, the employee must have completed his probationary period.

7.02 It shall be the Steward's duty to process grievances as outlined in Article 9 of this Agreement. The Steward's duty shall in no way conflict with his duties to the Company. With this understanding the Company will pay for any regular hours lost by the Stewards in handling grievances and during negotiations (including conciliation and/or mediation) with the Company which occur during working hours.

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

7.04 It is understood and agreed that no meetings of the Union or its members will be held on the premises or work locations of the Company without the prior approval of the Company.

7.05 In cases of permanent lay-off, Shop Stewards will be laid off last, provided they have the skill, ability and qualifications to perform the available work.

ARTICLE 8 - UNION DELEGATES AND OFFICERS

8.01 The Union agrees that except with the consent of the Company, no official of the Union and no person authorized by the Union shall enter the Company's premises and/or engage in Union activities on the Company's premises or during the working hours of any employee except for the purposes outlined in Article 7.02.

8.02 A request by a Union staff representative for access to Company premises during regular working hours for the purpose of consulting with the Steward or the Company on Union matters shall not be unreasonably withheld. Such consultations shall be in a place designated by the Company and at a time consistent with the efficient operation of the business.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

9.01 Any grievance concerning the interpretation, application or alleged violation of this Agreement shall be reduced to writing on forms supplied by the Union and taken up in the following manner:

Step 1: A conference between the aggrieved employee, Shop Steward and Toronto Operations Manager. The Toronto Operations Manager will give his answer in writing within five (5) working days of the presentation of the grievance to him and if the grievance remains unsettled, it will be referred to Step 2.

Step 2: By a conference between an official of the Union and the General Manager; such conference shall take place within seven (7) days after the matter has been referred to the General Manager. The General Manager will give his decision in writing within three (3) working days and failing a settlement, the matter may be referred to a Board of Arbitration.

9.02 The Board of Arbitration shall consist of three (3) Arbitrators, one to be appointed by each party to this Agreement and the third to be selected by the two so appointed. The party desiring arbitration shall appoint his Arbitrator and shall give notice in writing to the other party of such appointment together with a written statement of the question to be arbitrated, within ten (10) calendar days after the decision in Step 2. After receiving such notice in writing, the other party shall appoint an Arbitrator and give notice in writing to the other party of such appointment within ten (10) calendar days. The two appointees shall, within a reasonable period of time, appoint a third person who shall be Chairman. In the event of the two Arbitrators so appointed being unable to agree upon the appointment of a Chairman, either party may apply to the Minister of Labour for the Government of Canada to appoint a Chairman of the Arbitration Board. The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of a majority of the members of the Arbitration Board shall be final and binding on all parties concerned.

9.03 Where both parties agree, a single Arbitrator with the same limitations and powers as a Board of Arbitration may be substituted for a Board of Arbitration. In such case, the parties shall endeavour to agree on the selection of any Arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with Article 9.02 of this Agreement.

9.04 a) Each of the parties hereto will bear ~~the~~ expenses of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

b) Either party ~~shall~~ have the right to appoint anyone they desire to represent them on an Arbitration Board without the right of the other party to object to such appointment.

9.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. However, in respect of a grievance involving the suspension or discharge of an employee, the Arbitration Board shall be entitled to vary or ~~set~~ aside such penalty if, in the opinion of the Board, it is just and equitable to ~~do so~~.

9.06 Policy Grievances - Either party to this Agreement may ~~file~~ a policy grievance within fifteen (15) days of the occurrence of the event on which the grievance is based. A policy ~~grievance~~ shall be defined as a grievance by either the Union or the Company arising out of the interpretation, administration or ~~alleged~~ violation of any of the terms of this Agreement but excluding subject matter presented by an employee as an individual grievance.

A Union policy grievance shall be filed at ~~Step 2~~ of the Grievance Procedure; a Company policy grievance shall be filed with the Local Union. In the case of a policy grievance, the parties shall meet within five (5) ~~working~~ days and there shall be a reply within a further five (5) working days, or longer if mutually agreed upon. Failing ~~settlement~~, the grieving party may submit the grievance to arbitration within ~~twenty-five~~ (25) working days.

9.07 All decisions ~~arrived~~ at between ~~the~~ representatives of the Company and ~~the~~ Union shall be in writing and shall be final and binding upon the Company, the Union and the employee or employees concerned.

9.08 No complaint or ~~grievance~~ may be submitted or considered under ~~the~~ ~~grievance~~ procedure unless it has been presented within ten (10) working days from the time of its occurrence. Such time period may be ~~extended~~ to a ~~maximum~~ of ~~twenty~~ (20) working days where the employee is away from his home terminal due to vacation, extended trip or for other approved leave of ~~absence~~.

9.09 In order to ~~re-establish~~ the principle that a person is not ~~guilty~~ until proven so by his accuser, the parties ~~hereto~~ agree as follows:

If the Company alleges that an employee has committed an offence that would warrant suspension or discharge, he will not be discharged but may be suspended pending ~~investigation~~ and disposition of his case.

The ~~employee~~ may only be adjudged guilty by ~~agreement~~ between the parties to this Agreement or by a decision of an Arbitration Board. Such ~~special~~ grievance may be ~~settled~~ under ~~the~~ grievance procedure by:

- a) Confirming the Company's action in suspending or desiring to dismiss the employee;
- b) Reinstating the employee; or
- c) **Any** other arrangement **which** may be deemed just and equitable.

A grievance regarding the discharge or suspension of an employee will not be considered by the Company if it is filed later than the fifth (5th) working day after notice of suspension or discharge was given.

ARTICLE 10 - BULLETIN BOARDS

10.01 The Company agrees to permit the posting of any notice of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose.

ARTICLE 11 - SENIORITY

11.01 The purpose of the seniority regulations is to provide a policy governing promotions, transfers, lay-offs, recalls, non-disciplinary demotions, and as set out in other provisions of this Agreement.

11.02 Seniority will be within the jurisdiction of the Collective Agreement.

11.03 An employee will be considered on probation until he has worked for the Company a total of **sixty (60) working days**. It is expressly understood by both parties that during this probationary period an employee shall be considered as being employed on a trial basis and may be discharged or disciplined at the sole discretion of the Company without recourse to the grievance and arbitration procedure. On successful completion of the probationary period, an employee shall be placed on regular staff, his name shall be placed on the appropriate seniority list and his seniority shall date back to his commencement of the probationary period.

11.04 For operational purposes and work preference **seven (7)** classifications will be established:

- | | | |
|------------|-----------------|------------------------------|
| 1. Drivers | 3. Warehousemen | 5. Auto Mechanics* |
| 2. Helpers | 4. Packers | 6. Building Maintenance* |
| | | 7. Welder/Mechanic * Helper* |

11.05 When a vacancy occurs in any classification, such vacancy shall be posted on the bulletin board for a period of five (5) working days before being permanently filled and employees in any classification will have the right to bid for such vacancy. When making selection to job vacancies, where skill, ability and qualifications are relatively equal, then seniority shall be the governing factor.

11.06 When an employee transfers from one classification to another, his seniority shall be transferred with him. When it is necessary to lay off employees, they will be laid off in accordance with seniority provided, however, that the employees who remain have the skill, ability and qualifications to perform the available work.

When recalling employees, they will be recalled in accordance with seniority provided again that they have the skill, ability and qualifications to do the available work.

11.07 A seniority list shall be placed on the bulletin board and will be revised by the Company as required at least every six (6) months. Such list will contain the employee's name, job classification and starting date. A second list will be forwarded to the Union with the employee's last known address on record, his phone number, job classification, starting date and Social Insurance Number.

11.08 Employees promoted to supervisory positions or positions not subject to the terms of this Agreement will retain their seniority after promotion, and if demoted for any reason or if they voluntarily request reinstatement to their former position in the bargaining unit within a period of ninety (90) working days, the time served in the supervisory or other position shall be included in their seniority rating. Such employees shall forfeit any and all recourse to the grievance procedure outlined in this Agreement should they be subsequently discharged from such position beyond the jurisdiction of this Agreement. If the employee does not return to the bargaining unit within the ninety (90) working days period, he will lose all seniority and if rehired, will be rehired the same as a new employee.

11.09 An employee shall lose all seniority and his employment shall be deemed terminated if he:

- a) voluntarily quits the employ of the Company;
- b) is justifiably discharged;
- c) is laid off for a period of more than fifteen (15) months;
- d) when recalling employees after a lay-off of ten (10) working days, he shall be notified by registered mail and be allowed seven (7) days to report for work. If an employee is laid off for less than ten (10) working days and is contacted personally and does not report for work at the regular starting time the following day, except when an employee is working elsewhere, in which case he will be required to report for work within three (3) working days. Exceptions may be made where the employee has provided the Company with prior written notice of scheduled absence.
- e) is absent from work due to any reason including illness or injury for the lesser of thirty (30) months or the length of the employee's seniority, or becomes permanently disabled.

11.10 Leave of absence in excess of thirty (30) days will not be granted until a request for same is submitted to the Company and the Union in writing and mutually agreed upon.

11.11 It shall be the duty of all employees to notify the Company at least one (1) hour prior to their dispatch if they are going to be absent from work for any reason whatsoever.

11.12 A junior employee may request a definite lay-off period during the slack winter months of January, February, March, when:

1. there is an expected lack of regular work for the employee;
2. the period will not exceed thirty (30) days at one time but may be subject to renewal;
3. management concurs with the request;
4. there is nothing illegal about the action;
5. there will be no further expectations of the Company nor the employee during the period.

11.13 When new types of equipment or classifications are introduced for which rates of pay are not established by this Agreement, wages governing such operations shall be subject to negotiations between the parties. If the parties fail to agree on such rates, the matter shall be referred to arbitration within thirty (30) calendar days of the failure to reach such an agreement.

11.14 Employees with the requisite skill, ability, and qualifications will have the right to exercise their seniority to another classification when a lay-off exceeds ninety (90) working days.

ARTICLE 12 - SUSPENSION AND DISCHARGE

12.01 The Company shall provide an employee with a written statement of the reasons for his suspension or discharge at the time such discipline was imposed.

However, in cases where the suspension or discharge occurs while the employee is on out-of-town assignment, the written statement shall be given to a Union Steward.

12.02 An employee suspended away from his home terminal shall receive transportation to his home terminal.

12.03 Records of discipline not involving work safety shall be removed from an employee's file and shall not be used against him after twenty-four (24) months have expired from the date that the discipline was imposed, provided that no disciplinary action of a similar nature is recorded during that time.

12.04 Any employee who is called to a disciplinary meeting before management where suspension or discharge will occur **must have a Steward** present. If the meeting is held without the Steward, the disciplinary action shall be null and void, except in circumstances which give rise to concern about the safety of Company personnel or property or public safety and property. **Before** disciplinary action is finalized, a conference will be held between the Steward and the employee.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 The following paid holidays, regardless of when they fall, will be granted to all employees with pay after they have completed their probationary period:

New Year's Day	Labour Day	Civic Holiday
Good Friday	Heritage Day	Christmas Day
Victoria Day	(when declared)	Boxing Day
Dominion Day	Thanksgiving Day	

* Christmas Eve or New Year's Eve

*Note: Where a choice of holiday date is available, that choice shall be accorded in order of seniority provided the chosen time does not conflict with the efficient operation of the business,

If one of these holidays should fall on a Saturday or Sunday, the day celebrated by local authority shall be the recognized holiday unless mutual agreement between the Company and the Union has determined otherwise.

13.02 The basis of payment shall be eight (8) hours at city wage rates on each occasion. In order to be eligible for holiday pay, an employee must have worked his full scheduled shift immediately prior to and immediately following the statutory holiday. Approval for absence will be granted for justifiable reasons including medical reasons.

ARTICLE 14 - VACATION WITH PAY

14.01 Vacation entitlement shall be based on full years of continuous service with the Company as a regular full-time employee. Continuous service with the Company means what is stated on the seniority list.

14.02 The choice of vacation dates shall be according to seniority provided it does not conflict with the efficient operation of the business. Vacations may be taken at any time and the employee will have the right to take any part or all of his vacation at one time within the calendar year. A vacation list will be posted on the bulletin board by March of each year to allow employees to select their vacations at least thirty (30) days in advance. Vacations for regular full-time employees shall be granted on the basis of seniority and the numbers of employees to go on vacation at any one time will be based on the needs of the business.

14.03 Entitlement for annual vacation is measured from the date the employee **commenced** regular full-time employment.

14.04 a) Vacations must be **taken** during the twelve (12) month period for which the vacation **was** given and cannot be accumulated from year to year.

b) Vacation pay will be given at the time the employee takes his vacation and in the percentage amount **which** corresponds to the number of weeks of vacation he takes at that time. An **employee's** failure to take his **full** vacation time off will result in management assigning remaining vacation time.

14.05 An **employee** whose **employment** is **terminated** for any reason whatsoever shall receive his full vacation pay since **the last** date upon which vacation pay was calculated.

14.06 If a paid holiday falls within an employee's vacation period, at the **employee's** choice, the employee will be paid for the holiday or may **elect** to **take** the first work day off following his vacation, **without** loss of **pay**.

14.07 All vacation must be taken within the vacation year.

14.08 It is understood and agreed that seventy-five percent (75%) of commissions received by commissioned highway drivers are deemed to include vacation pay owing to them in respect of any commissioned amount. Commissioned highway drivers shall therefore be paid any remaining vacation pay on the basis of the appropriate percentage of their gross hourly rated **earnings** actually **earned** during the vacation year.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The **standard hours** of work shall be eight (8) hours per day, Monday through **Friday**, forty (**40**) hours per week.

15.02 Overtime shall be paid at the rate of time and one-half (**1-1/2**) the **employee's straight-time rate** for all hours worked in excess of eight (8) in a day, and for **all hours worked on a** Saturday, Sunday, or statutory holiday. In the latter **case**, this will be **in** addition to statutory holiday pay.

15.03 a) **Senior employees** will have the first opportunity to work overtime. Overtime shall be on a voluntary **basis**, and posted **in advance**.

b) Employees must **contact** their terminal Dispatch **between** the hours of 3:00 p.m. and 5:00 p.m. to **receive** their starting times and to establish the availability of following day overtime and to allow senior **employees** the first opportunity to **volunteer** for such **overtime**. Failure to contact Dispatch **between** these hours **will result in the employee** forfeiting his right to claim the following day's overtime.

c) Any **employee** reporting for work shall be obliged to complete the job assigned (to a **maximum** of **two** hours overtime, **unless** he has **notified Dispatch the previous day** that he is not available to **work the overtime**).

15.04 If an employee is called back to work after clocking out, he shall be **guaranteed** a minimum of four (4) hours pay at the appropriate rate of pay,

15.05 Employees **who have** regular starting times or who are on scheduled runs **shall** not be required to contact the Company before reporting for work. However, employees who have been off sick or on compensation, must contact the Company on the day before **they** are ready to return to work. **When** reporting for work, the employee will report to his terminal.

15.06 The Company agrees to grant two (2) fifteen (15) minute work break periods, without **loss** of pay, to all employees. One (1) break will **be** taken during **the** morning and the second (2nd) will be taken during the **afternoon**. In addition, **an** employee working during the **evening** will be entitled to a **work** break period provided he commenced work at 6:00 p.m. **or** prior **and works** to 9:00 p.m. Such break will be of **fifteen** (15) minutes duration and will be granted without loss of pay.

15.07 All employees will be granted a thirty (30) minute unpaid lunch break between **the fourth** (4th) and sixth (**6th**) hour of work.

15.08 A **new** work day will be considered to have started for an **employee** who **has been off** duty for four (4) consecutive hours.

ARTICLE 16 - WAGE SCHEDULE

16.01 a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, **the wage** rates **as set** out in Schedule I and Schedule II.

b) Local Packing

Crew to receive **thirty percent (30%) of unit packing and thirty-six percent (36%) of packing per cwt.**, to be divided evenly amongst crew on the job. Company to supply vehicle and material; **crew** to be responsible for **\$25.00 per** claim per employee.

Shipments to **the** U.S. will be **paid** in U.S. currency. **60%** of U.S. packing schedule to be paid in **Canadian** currency equivalent to that of **the** U.S. rate.

ARTICLE 17 - CONDITIONS AND ALLOWANCES

17.01 a) In the event of **breakdowns** in **areas** without supervision, drivers **shall** contact the terminal. If **the** driver is **instructed** to remain with the equipment, he **shall** be paid **on the** basis of his appropriate hourly **and/or overtime** rate until relieved or until **otherwise** directed.

b) If **an** employee is **instructed** to **lay off** due to repairs, such **lay-off** **shall** not be less than eight (8) hours.

c) Highway drivers shall, upon contacting their home terminal, be advised of their starting time. If he is not **dispatched** after reporting **for duty as ordered**, he shall be **paid at regular hourly rates for all time** held, provided, however, that he performs any reasonable work requested. Drivers shall be allowed two (2) hours' time without **pay** to report **for work if called** in at other than the regular starting time.

d) **City Work** - City work is defined as work **performed** within a sixty (60) mile radius of the intersections of Highways **2 and 11** within ~~the~~ City of Toronto,

ARTICLE 18 - COMMISSIONS

TERMS OF AGREEMENT

- a) To provide opportunity for extra earning capability on a percentage basis.
- b) To pay all fringe benefits as agreed by current contract.
- c) To recognize in Regional Hauling a minimum of **25%** of **revenue** paid to driver for purpose of **taxing** and benefits.
- d) Subject to the availability of **Company-owned** equipment, drivers will be offered available weight provided by the Van Lines according to Van Line **Policy** on tonnage **travelling** over **fifty (50)** miles **and** under **seven hundred and fifty (750)** miles **in** Canada (mileage not limited on U.S. runs)

1. EQUIPMENT

The Company will **maintain all** Company vehicles at its **expense** and all the equipment **necessary** for the operation of the vehicle in the Company's business **shall** be furnished by the Company at the Company's **expense**.

2. HAULING

The driver will devote said vehicle and equipment **exclusively** to the services of the Company in its **transportation of goods, wares** and merchandise, loading and unloading the same **and** delivering to destination in accordance with the shipping contracts **entered** into by the **Company** with its **consignors** or consignees, **and** in connection ~~therewith~~ comply with **all** the **rules** and regulations and **instructions** of the Company.

3. HELPERS

The driver agrees to provide, direct **and** supervise such additional labour, at the **driver's expense** (**excepting Worker's Compensation premiums**) **as** is required to load, **pack, crate, unload, unpack and uncrate shipments** for the **Company**.

4. The driver agrees, when required, to collect all charges owed by shippers and to transmit same to the Company forthwith in accordance with instructions from the Company, or as provided for in the bill of lading, and that no part of such collections are, or ever shall become, the property of the driver, and to procure the proper signatures thereon, and to transmit said documents and the aforesaid collections to the Company, all in accordance with its instructions and directions.

5. The driver agrees to pay the Company for expenditures necessary to repair damage to Company equipment attributable to causes other than normal usage, such as driver abuse.

6. CLAIMS

The driver agrees to reimburse the Company's claim costs up to the Van Line maximum which varies from year to year. If inventory is not made up, the driver's claim responsibility becomes 100%, in accordance with Van Line policy.

7. MAINTENANCE AND OPERATING COSTS

a) The driver will pay the cost of fuel, bridge and toll road fees, and mileage taxes incurred en route.

b) The driver will not be entitled to reimbursement for repairs in excess of \$100.00 in any one instance unless he has obtained prior approval for such repair from the Company.

c) The driver will pay all fines and penalties assessed against himself while operating a Company vehicle and growing out of any violation of any law or regulation.

d) The driver will not incur any obligations in the name of the Company whether for the repair, maintenance or operation of the vehicle or otherwise without obtaining prior consent from the general office of the Company in each instance,

8. LOGS, REPORT AND COMPLIANCE WITH LAWS

The driver agrees to fully comply with all applicable laws, and the lawful rules, regulations and orders promulgated thereunder respecting the operation and maintenance of vehicular equipment hereunder, to prepare and file with the Company, logs, mileage reports, fuel receipts and other documents, and to notify the Company of accidents, in such a manner and at such a time as will enable the driver and the Company to fully comply with all lawful rules, regulations and orders respecting same.

9. MODIFICATION OR AMENDMENT OF AGREEMENT

The Company and the driver agree that the driver's rate schedule may be amended or modified from time to time by substitution or interlineation upon endorsement by both the driver and the Company.

RATE SCHEDULE

1. LINE HAUL TRANSPORTATION CHARGES

CANADIAN - 38% of discounted line haul revenue

U.S. - 52% of discounted line haul revenue

U.S. - New Products - 53% of Company share (electronics) of discounted line haul revenue

2. PACKING

- 100% of Company's share of revenue

- Company to supply packing materials

- 50% of unit packing (Canadian)

- Unit + Cwt.

- 80% of US. packing schedule to be paid in U.S. currency

UNPACKING

- 90% of Company's share of revenue.

3. AREA SERVICE CHARGES (CITY)

a) **U.S.** - 90% of area service charge as credited to **the** Company as hauler.

CANADA - 100% of area service charge as credited to **the** Company as hauler.

b) **SPECIAL CANADIAN SERVICE CHARGE**
57% of total as credited to the Company as hauler.

4. ADDITIONAL SERVICES

a) FERRIAGE CHARGES

The driver will receive **90%** of the revenue credited the **Company** for **ferrriage** charges. (Drivers to pay 100% of the ferrriage toll).

b) **WAITING TIME**

The driver will receive 100% of the revenue credited the Company for waiting time out of town. The Driver will receive 50% of the revenue credited the Company for waiting time in town.

c) **AUTOMOBILE BLOCKING**

for The driver will receive 100% of the revenue credited the Company auto blocking.

d) **EXTRA PICK-UPS AND DELIVERIES**

The driver will receive 100% of the revenue credited the Company for extra pick-ups and deliveries (Canadian and U.S.).

e) **IMPORT AND EXPORT**

The driver will receive 80% of the revenue credited the Company for import and export charges.

f) **OVERTIME LABOUR CHARGES**

The driver will receive 100% of the revenue credited the Company for overtime labour charges.

g) **LONG CARRY, PIANO CARRY & HOISTING**

The driver will receive 100% of the revenue credited the Company for long carry, piano carry and hoisting.

h) **AUTOMOBILES UNDER FLAT RATE OR MILEAGE**

Driver to receive 75% of revenue credited to the Company.

TICLE 19 - HEALTH AND WELFARE

19.01 In the first year of this Agreement, the Company agrees to pay, on behalf of all full-time employees who have completed their probationary period, fifty percent (50%) of the cost of the premiums for all applicable benefits, including the following:

- Group Life Insurance
- Accidental Death and Dismemberment
- Weekly Indemnity
- Long Term Indemnity
- Major Medical Plan, to include Prescription Drug Plan
- Vision Care
- Dental Care

In the second year of this Agreement, the Company agrees to pay seventy-five percent (75%) of the cost of the premiums for all applicable benefits.

Details of aforesaid Plan to be in a separate document.

19.02 The Company agrees to pay the full cost of the Canada Pension Plan for all employees covered under this Agreement once they have completed their probationary period.

19.03 If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid up to eight (8) hours pay for the day of his injury, providing he is not in receipt of compensation from the Worker's Compensation Board for that day.

19.04 The Company agrees to pay the cost of the renewal fee of a driver's cartage licence, so long as the driver has completed his probationary period.

19.05 All deductions, including Union Dues, Credit Union deductions, as well as Company payments to health and welfare and pension plans, will be remitted to the appropriate authorities on or about the due date.

19.06 In the first year of this Agreement, the Company agrees to pay to the Teamsters Pension Plan on a monthly basis, two percent (2%) of an employee's gross earnings.

In the second year of this Agreement, the Company agrees to pay to the Teamsters Pension Plan on a monthly basis, four percent (4%) of an employee's gross earnings.

In the third year of this Agreement, the Company agrees to pay to the Teamsters Pension Plan on a monthly basis, five percent (5%) of an employee's gross earnings.

The Company agrees to deduct two percent (2%) of an employee's gross earnings on a weekly basis, but all contributions to be paid to the Teamsters Pension Plan on a monthly basis.

ICLE 20 - BEREAVEMENT IN THE FAMILY

20.01 a) In the event of a death in an employee's family, that is, father, mother, sister, brother, spouse, children, mother-in-law, and father-in-law, the employee shall be entitled to be absent from work for a period of up to three (3) consecutive working days, without loss of pay, in order to attend the funeral. In the event of the death of a grandparent, one (1) day's leave without loss of pay in order to attend the funeral will be granted. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of pay.

b) For the purposes of this Article, spouse shall include common-law relations of some permanence and common public awareness with a period of continuous cohabitation of at least three (3) months from the date advised by the Company in writing.

ARTICLE 21 - PATERNITY LEAVE

22.01 An employee whose wife gives birth will be provided a day off without loss of pay on the day of the birth provided he is scheduled to work, or a day off without loss of pay on the day his wife comes home from the hospital, provided he is scheduled to work. An employee who legally adopts shall receive a day off with pay provided the employee is scheduled to work on the day the child is brought home. (The phrase "without loss of pay" shall mean eight (8) hours straight-time pay).

ARTICLE 22 - UNIFORMS

22.01 A) i) The Company shall credit each full-time employee a maximum of Two Hundred (\$200.00) Dollars per year for the purpose of purchasing uniforms.

The Company agrees to provide a supplier where employees may purchase said uniforms.

ii) The prescribed Company uniform would consist of the following:

Summer Wear

- a) 2 - Summer weight trousers, spring each year
- b) 2 - Shirts, spring each year
- c) 3 - T-shirts, spring each year

Winter Wear

- a) 1 - Tunic jacket, as required
- b) 2 - Winter trousers, early fall each year
- c) 3 - Shirts, early fall each year
- d) 1 - Winter 3/4-length jacket, fall every two years, if necessary, and upon return of old winter jacket

B) The Company will reimburse an **employee** towards the **cost of C.S.A. approved safety** boots to a maximum of eighty-five dollars (**\$85.00**) as required and approved, payable on the tendering of the receipt of purchase.

22.02 If an employee is hired **between** May 1st **and** August 30th, **he** will be supplied with a summer uniform. If he is hired **between** **September** 1st **and** **April** 30th, **he will be** supplied with a winter uniform.

22.03 The employee shall be responsible for keeping his clothing in a clean and neat condition and he shall wear the prescribed clothing or uniforms **while on duty**.

ARTICLE 23 - ACCIDENTS AND LOSS AND DAMAGE TO EQUIPMENT AND CARGO

23.01 It is to the mutual advantage of both the Company **and** the employee that the employee should not operate vehicles which are not in a safe operating condition and not equipped with safety appliances required by law. It **shall** be the responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Highways Regulations. It shall be the **responsibility** of the **drivers** to check oil, gas, tires, water, doors, locks, **seals and** lights on the equipment. **It shall be** the duty of the employees to report promptly on forms supplied by the Company, in writing to the Company, all defects in equipment. A mechanic will sign the report when the repair is completed.

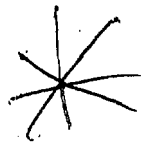
23.02 It is agreed **between the** Company and the Union, **having regard** for the safety and driver's health factor, that all units **shall have** adequate heaters, windshield wipers and defrosters **installed**.

23.03 Employees shall not be charged for loss or damage to **cargo** or equipment unless clear proof **of negligence is shown**. In **the event of** such **loss or damage**, the **Company shall have up** to thirty (30) days from **the** date the Company receives notification of **the loss or** damage to **register** a claim with the employee. Before the **employee** signs the authorization **to deduct** the **claim**, the Union representative must be **notified and the employee shall have fifteen (15) days** to register a grievance should he **not** agree with **the Company's claim**. In **the event a grievance is not filed within fifteen (15) days**, **the employee must authorize** the Company to **deduct** the **amount** of the claim. The Company may lodge a claim for loss or damage to cargo or equipment up to and including a maximum charge of **two** hundred dollars (**\$200.00**).

ARTICLE 24 - MEDICAL EXAMINATION AND SAFETY EQUIPMENT

24.01 Any **medical** examination requested by the Company shall be promptly complied with by **all** employees, **provided**, however, that **the** Company shall pay for all such examinations.

24.02 When a **medical** examination is required by **the** Company or **by** the **Department of Transport**, the Company will pay **the employee two (2) hours' pay** at his **straight-time hourly rate** of pay upon completion of **the examination**.



It has been agreed that the employees handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, etc.) to protect ~~the~~ the employee's person.

ARTICLE 25 - DURATION OF AGREEMENT

25.01 Unless changed by mutual consent, the terms of this Agreement shall continue in full force and effect until April 1, 1997 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing within a period of two (2) months immediately prior to the expiration date that it desires to amend the Agreement.

25.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph,

25.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Canada Labour Code have been completed, whichever date should first occur.

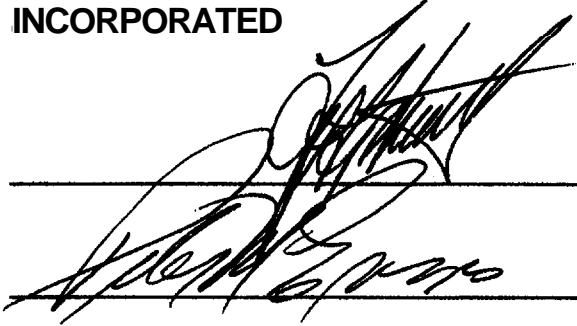
IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed by their duly authorized officials or representatives as of the day of _____, 1994.

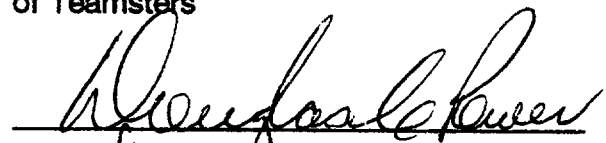
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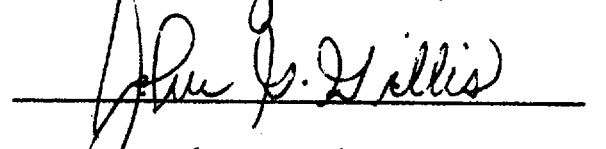
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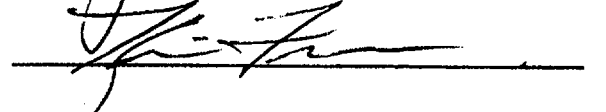
**BORISKO SERVICE COMPANY
INCORPORATED**

**TEAMSTERS LOCAL UNION NO. 419,
Affiliated with the International Brotherhood
of Teamsters**









SCHEDULE I

The terms and conditions contained within Schedule I shall apply only to employees of the Company working in and out of the East Terminal located at 357 Kennedy Road, Scarborough, Ontario, and hired prior to January 1st, 1992.

1. VACATION ENTITLEMENT

The following vacation entitlement shall apply to employees working in and out of the Eastern Terminal as at January 1, 1992.

- i) An employee with less than one (1) year of continuous service with the Company shall receive one (1) day of vacation entitlement for each full month of service up to a maximum of ten (10) days with vacation pay calculated at four percent (4%) of his gross earnings for the period employed. Vacation time shall be taken in accordance with Article 14.02.
- ii) An employee having twelve (12) months of service or more from the commencement of his employment will be granted two (2) weeks vacation with pay calculated at four percent (4%) of his gross annual earnings.
- iii) An employee having five (5) years of service or more from the commencement of his employment will be granted three (3) weeks vacation with pay, calculated at six percent (6%) of his gross annual earnings.
- iv) An employee having ten (10) years of service or more from the commencement of his employment will be granted four (4) weeks vacation with pay calculated at eight percent (8%) of his gross annual earnings.
- v) An employee having nineteen (19) years of service or more from the commencement of his employment will be granted five (5) weeks vacation with pay calculated at ten percent (10%) of his gross annual earnings.
- vi) An employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits since the last date upon which vacation pay was calculated.
- vii) If a paid holiday falls within an employee's vacation period, he will be granted another day in lieu thereof. Such day shall be at the employee's choice, provided reasonable notice is given to the Company,
- viii) The vacation year shall begin on April 1st of any given year and shall expire the following March 31st. A vacation planner will be posted no later than February 1st in order that employees may indicate their choice of vacation dates. The initial choice of vacation dates shall be according to seniority, provided the vacation times do not conflict with the efficient operation of the business. Vacations must be approved by management by March 31st and the vacation planner will be removed at that time.

- a) **Seniority** shall be a factor in the selection of vacation dates after March **31st**.
- b) Employees who wish to change their scheduled **vacation** dates must provide written request to the Toronto Operations Manager no later than **two (2) weeks** prior to the requested vacation date. **The Toronto Operations Manager may** grant the requested vacation so long as it does not disrupt the efficient operation of the business.
- c) Employees will receive their vacation pay at the time they start their vacation and in an amount proportionate to the vacation time being taken.

2. HOURS OF WORK AND OVERTIME

- i)
 - a) Unless laid **off** in accordance **with** seniority, **an** employee will be guaranteed six (6) hours pay for each **day**, Monday through **Friday**, on which he is required to report for work.
 - b) The allocation of days or **hours** of work will be in accordance with seniority.
- ii) **For the calculation of overtime** work by drivers **on a** mileage **rate**, forty-five (45) **miles** shall constitute **an** hour for measurement of time worked. Appropriate overtime rates will be paid for **at-site** work **on a** Saturday and for at-site work on any other day where **the** total driving and **working** time exceeds eight (8) **hours**.
- iii) **Seniority** will **be recognized** in the Company's **scheduling** among employees of highway **trips** in **order** that senior **drivers** have **a greater** earning opportunity than junior employees each week, **provided**, however, **they** have the ability to perform the work.
- iv) **Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's straight** time rate for all hours worked Monday through Friday in **excess** of eight (8) **in a day, and for all hours worked** on a Saturday, Sunday or statutory **holiday**. In the latter case, this will be in addition to **statutory** holiday pay.

3. WAGERATES

<u>CLASSIFICATION</u>	<u>April 1/94</u>	<u>April 1/96</u>
Driver	\$16.15	\$16.65
Helper	\$13.63 (\$16.05)*	\$14.13 (\$16.55)*
Warehouseman	\$16.15	\$16.65
Packer	\$16.15	\$16.65
Auto Mechanic	\$16.39 (\$16.67)*	\$16.89 (\$17.17)*
Helper (Welder/Mechanic)	\$16.15	\$16.65
Building Maintenance	\$14.72	\$15.22

* Hired before April 1, 1985.

The A.T.M. Lead Hand shall receive three dollars (\$3.00) above the driver rate.

The Warehouse Co-ordinator shall receive three dollars (\$3.00) above the Driver rate for all hours worked in this position.

4. MILEAGE RATES

On out-of-town trips in excess of one hundred (100) miles one way, employees will be paid forty-two and one-half cents (42.5¢) per mile.

When a new classification is established for which rates of pay are not established by this Agreement, rates governing such classifications shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the questions shall be referred to arbitration, and a Board of Arbitration shall be established within thirty (30) calendar days of the failure to reach such an agreement.

5. CONDITIONS AND ALLOWANCES

PART I - HIGHWAY TRIPS

i) A highway trip shall be defined as work performed outside the city work area. Drivers shall be paid mileage rate on all highway trips where the round trip mileage exceeds two hundred (200) miles except as outlined in this Schedule's Section 2(ii). Mileage shall at all times be based on the current United Van Lines Mileage Guide. Where enforced detours require drivers to exceed six (6) extra miles, their extra mileage for the shortest available alternate route will be paid.

ii) It shall be the responsibility of the driver to check oil, gas, tires, water, doors, locks, seals and lights on the equipment. Any delay beyond the control of the driver will be classified as waiting time and paid for at the hourly rate. The driver will also accept responsibility for pads, skids, tachs and other equipment on his van. Any defects of the same shall be immediately reported to the proper authorities

iii) A man on a highway trip shall be guaranteed ten (10) hours pay for each complete twenty-four (24) hour period (measured from 12:01 a.m. to 12:00 midnight) that he is away from his home terminal, except if he is away for a Sunday or a statutory holiday in which case he will receive a flat rate expense allowance as set out below in lieu of the ten (10) hour guarantee of pay. The ten (10) hour highway trip guarantee may be made up from the hourly rate or the mileage rate or a combination of both hourly and mileage rates (based on forty-five miles per hour (45 m.p.h.) depending on the work for the day of the man on the highway trip. If the man's pay for work performed is less (in combination of hours and mileage) than ten (10) hours, then his pay will be made up to ten (10) hours at the appropriate hourly rate of his home terminal, always providing that he has performed all reasonable work requested of him.

iv) A driver required to sleep away from his home terminal shall be provided with adequate sleeping accommodation at the Company's expense,

v) Drivers on highway trips shall receive meal allowances in conjunction with a one-half (1/2) hour unpaid break when they are away from their home terminal on the following basis (Highway trips in excess of sixty (60) miles from Toronto):

Breakfast allowance (where dispatched prior to 6:30 a.m.)	\$9.00
Lunch allowance	\$10.00
Supper allowance (where returning after 6:30 p.m.)	\$12.00

When a driver is dispatched to leave on a highway trip between the hours of 8:00 p.m. and 4:00 a.m., he shall receive a late meal allowance of nine dollars (\$9.00).

When a driver is dispatched to leave on a highway trip on a Sunday or statutory holiday, he will receive an additional \$28.00 expense allowance.

Rates for highway drivers involved in double driver or sleeper cab operations will be established by mutual agreement between the Company and the Union if such operations are established.

PART II - U.S. AND B.B.X. RUNS

i) The bargaining unit U.S. runs and B.B.X. runs will be posted once every contract year.

ii) Employees may bid for the U.S. and B.B.X. runs during the fourteen (14) day period. The Company will select the successful applicant in accordance with seniority, provided he has the qualifications, skill and ability to perform the required work.

iii) If the posted position(s) is not applied for or no candidate is found to be qualified in accordance with the above paragraph, then this position shall revert to Commission or Broker status and the Company may conduct the U.S. or B.B.X. runs without further posting and upon such independent Commission or Broker status as it sees fit. (It is understood that the incumbent may continue operation of the U.S. run for the duration of the memorandum if no one applies or no qualified applicant is found.)

When a driver is **selected** as a result of the job posting to fill a U.S. run, he **shall** accept the U.S. run in accordance with the following conditions:

- a) He **shall** commit himself to the U.S. run on a permanent basis.
 - b) If the successful applicant to the job posting returns to his previous classification during the **currency** of this memorandum for any **reason** other than specified in paragraph v), the U.S. run will revert to Commission or Broker status and there will be no need to **re-post** the position.
 - c) The driver **shall** make himself available for city work when not required for U.S. runs by the Van Line and agrees to **perform** such work as the Company may require when not on U.S. runs, **it is understood** that he may exercise his seniority on city work assignments while under contract to the U.S. run during downtime for the Van Line.
 - d) The driver acknowledges the importance of accepting U.S. runs which are offered by United Van Lines. Therefore, employees who unreasonably refuse U.S. runs may be placed at the bottom of the seniority list with respect to the assignment of city work for a period of no more than one week for each **refusal**.
 - v) **Where** the successful applicant to the U.S. run posting subsequently **terminates** his employment for any reason with the Company, **or** becomes physically unable to continue operating the U.S. run, the position will be re-posted in accordance with the terms specified above.
6. 1) The Company agrees that Commission Drivers shall have a hold-back of **\$2,000.00**. This hold-back **shall** be deducted at a **maximum** of **10%** of each trip statement.
- 2) The Company **agrees** to advance money to Commission Drivers to a **maximum of 40%** of **Driver's revenue** for the trip, at **the** discretion of the Company. Such advances shall **be** given to the Driver one (1) working day prior to departure.

SCHEDULE II

The terms and conditions contained within Schedule II shall apply only to former Baron Moving employees, and to employees hired on or after January 1, 1992.

1. VACATION ENTITLEMENT

The following vacation entitlement shall apply to employees working in and out of the Western Terminal as at January 1, 1992.

i) Vacation entitlement shall be based on full years of continuous service as a regular full-time employee and as follows:

<u>Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
One (1) year's continuous service	Ten (10) Days	4% of gross annual earnings
Five (5) years' continuous service	Fifteen (15) Days	6% of gross annual earnings
Twelve (12) years' continuous service	Twenty (20) Days	8% of gross annual earnings
Twenty (20) years' continuous service	Twenty-five (25) Days	10% of gross annual earnings

ii) Vacation pay shall be paid at the time the employee takes his vacation and in an amount related to the length of vacation taken at the time payment is given.

iii) a) The amount of vacation pay entitlement for hourly rated employees shall be calculated on the basis of the appropriate percentage of all hours worked at the appropriate regular or overtime rate of pay.

b) A regular full-time employee with less than twelve (12) months of continuous service shall receive vacation pay in an amount equal to four percent (4%) of his regular straight time hourly rate.

2. WAGE SCHEDULE

The regular hourly straight time rates of pay during the currency of this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>April 1/94</u>	<u>April 1/96</u>
Driver and Warehouseman	\$15.77	\$16.27
Econovan, Assistant Warehouseman, Packer, Installer	\$14.98	\$15.48
Helper	\$13.68	\$14.18

a) The above schedule of wages shall apply to all employees who have completed their probationary period. Probationary starting rates in each classification shall be fifty cents (50¢) per hour less than the above rates.

Commercial Moving Rates and 1-Man A.T.M. Crew Rates

A.T.M. 1-man crew \$19.15 per hour; 50.5¢ mileage rate
Effective April 1, 1996: \$19.96 per hour

Commercial Movers rates of pay:

<u>Classification</u>	<u>April 1/94</u>	<u>April 196</u>
Lead Hand	\$16.50	\$17.00
Driver Schedule I	\$16.15	\$16.65
Driver Schedule II	\$15.77	\$16.27
Helper	\$14.25	\$14.75

MEMORANDUM OF UNDERSTANDING

BETWEEN:

BORISKO SERVICE COMPANY INCORPORATED
(hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION NO. 419,
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

The parties confirm the following understandings reached during negotiations on May 5, 1992, as follows:

1. The Company has the right to experiment with using one man for trips over a 150 mile radius on A.T.M. installations, with the exception of Model 3624, or where the health and safety of the employee is at risk.
2. The Company will have the opportunity during the term of the collective agreement to offer local work (household only) to employees on a percentage basis for experimental purposes only. The employees will have the right to decline this **local** work if they find it unacceptable. In no way is this **clause** to be interpreted to change any of the present working conditions or remuneration unless negotiated with the Union.
3. The employees agree to report to work fifteen (15) minutes prior to their start-up time, on an unpaid basis, for the purpose of setting up equipment and preparing for the day's assignments. The Company, in conjunction with the Agreement, **will** extend the morning break to thirty (30) minutes without **loss** of **pay**.
4. It is agreed that the Company will **not** be required to post office moving work as overtime unless all bargaining unit members have worked forty (40) hours in the work week. Once all bargaining unit members have worked their forty (40) hours, office overtime work **will** be offered to the bargaining unit members on the basis that this work constitutes twenty-five percent (25%) of the men required (with a minimum of two (2) bargaining unit members), exclusive of lead hands.
5. The Union agrees that, prior to offering overtime to employees in accordance with seniority, the Company has the right to use bargaining unit employees on straight time in accordance with seniority on commercial moves.

The Company agrees to not use Brokers on Master Fleet in Canada or short hauls. Any other scheduled runs to be offered to bargaining unit employees for Canada and U.S. runs, including household goods operations.

7. The Union agrees that the Company may use Brokers in the following circumstances:

- (1) Gold Banner Domestic Services (West); and
- (2) Service Fleet Canada

8. To qualify for Group insurance Benefits, an employee must have worked thirty (30) hours in a month, with the exception of employees absent from work because of sickness, injury, personal leave of absence, or vacation.

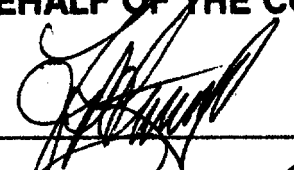
9. The Company agrees to deduct Union dues from part-time employees who are employed on a regular basis. "Regular basis" means, for the purpose of this Agreement, forty (40) hours or more in a month. The part-time employees are not eligible for the Benefits Program described in this Agreement, except for **those** applicable under the Canada Labour Code.

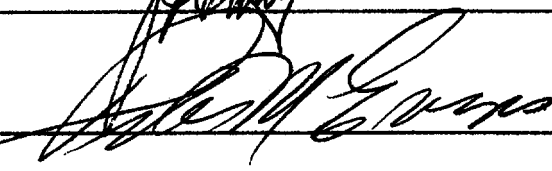
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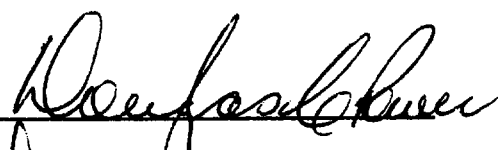
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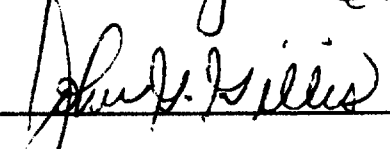
ON BEHALF OF THE COMPANY:

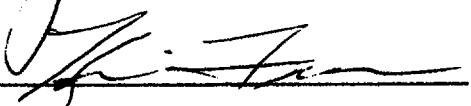




ON BEHALF OF THE UNION:







OF UND

BETWEEN:

BORISKO SERVICE COMPANY INCORPORATED
(hereinafter referred to as the "Company")

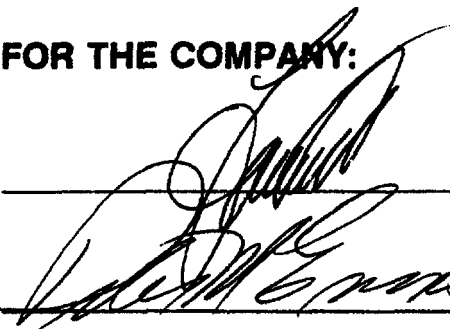
- and -

TEAMSTERS LOCAL UNION NO. 419,
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

The Company agrees that in the event of the opening of satellite warehouses within the jurisdiction of the Collective Agreement, the terms and conditions of this Collective Agreement shall apply.

DATED AT THIS DAY OF , 1994.

FOR THE COMPANY:



FOR THE UNION:

