

SOURCE	Union		
EFF. DATE	94	11	01
TERM.	95	10	31
No. OF EMPLOYEES	6		
NOMBRE D'EMPLOYÉS	6		

COLLECTIVE AGREEMENT

BETWEEN:

POINTS NORTH TRANSPORTATION **INC.**
("the Employer")

- and

TEAMSTERS LOCAL UNION NO. 31
("the Union")

THIS AGREEMENT MADE AS OF THE 24TH DAY OF NOVEMBER, 1994.

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COLLECTIVE AGREEMENT

BETWEEN

POINTS NORTH TRANSPORTATION INC.

("the Employer")

- and -

TEAMSTERS LOCAL UNION NO. 31

("the Union")

Article #1 Purpose

The parties to this Agreement desire to cooperate to develop and operate efficient operations of the Employer. The parties agree to the terms and conditions of employment outlined in this agreement.

Article #2 Definitions

2.01

Employer shall mean Points North Transportation Inc.

2.02

Regular union dues means the dues uniformly and regularly paid by a member of the union in accordance with the constitution and by-laws of the union.

2.03

Union shall mean Teamsters Local Union No. 31.

2.04

Whenever the masculine gender is used in this Agreement, it shall also be construed as meaning the feminine gender, if applicable. Similarly, wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

Article #3 Recognition

The Employer recognizes that the Union is the sole collective bargaining agent for a unit of employees comprised of: "all employees of Points North Transportation Inc. working at Whitehorse, Yukon Territory, excluding mechanic, office staff, warehouse manager and those above."

Article #4 ~~Rights~~ of Employer

(a) The Union recognizes and agrees that all rights, powers and authority of the Employer to manage the business in which the Employer is engaged are retained solely and exclusively by the Employer except as specifically abridged or modified by the express written terms of this agreement.

- b) For greater particularity, but without limiting the generality of the foregoing clause (a) in any manner whatsoever, the Union acknowledges and agrees that the Employer has the sole and exclusive right:
 - (i) to exercise jurisdiction over all operations, materials, equipment, buildings and facilities;
 - (ii) to operate and manage its affairs and facilities in all respects in an orderly, efficient and economically sound manner as it sees fit;
 - (iii) to plan, direct and control operations and to schedule and assign work;
 - (iv) to determine the services to be provided by the Employer and the materials, equipment and facilities to be used;
 - (v) to direct the working forces and to hire, promote, demote, transfer within the bargaining unit, assign, classify, lay-off and recall employees;
 - (vi) to discipline, suspend and discharge employees for just cause as defined in law;
 - (vii) to establish new jobs and to alter, consolidate or abolish existing jobs and to determine the number of employees required;
 - (viii) to make, establish, maintain, revise and enforce rules and regulations to be observed by employees in accordance with law;
 - (ix) to designate the place of work, and to curtail or cease operations in whole or in part at any time.

The Union and the Employer agree that the foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth.

Article #5 Union

5.01 Union Membership

It is a condition of employment that all employees shall become and remain a member of the Union within their first fourteen (14) calendar days of employment.

5.02 Union Dues

Subject to .01 above, the Employer agrees to deduct from the wages of each employee in the bargaining unit monthly union dues in an amount certified in writing by the Union to the Employer to be currently in effect. The Employer will remit that amount to the Union prior to the 15th day of each month following the month for which the deductions were made together with a record of employees from whom the deductions were made. Dues will be payable one (1) month in advance.

Authorization cards shall be furnished by the Union and shall be in accordance with and as prescribed by the

pplicable Labour Relations Act.

The Employer will furnish to the Union the names of new employees and their last date of hire within fourteen **(14)** days of their being hired.

5.03 Union Information

Authorized agents of the Union will request and have access to the Employer’s establishment during working hours for the purpose of investigating conditions related to clauses in this agreement and shall in no way interrupt the Employer’s working schedule.

5.04 Shop Stewards

(a) The Union shall appoint or elect shop stewards from employees covered by this agreement who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognizesuch shop stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity. Shop stewards will suffer no loss of regular pay when processing grievances under steps 1, 2 and 3 of the grievance procedure.

(b) The Employer will notify the Union prior to the dismissal of any shop steward.

Article #6 Grievance & Arbitration Procedure

6.01 Definition

A grievance shall consist of a dispute concerning the interpretation or application of any provision in this Agreement or alleged violations of this Agreement. In the event of a grievance, the grievance shall be processed through the following procedures.

6.02

Whenever a grievance arises between the Employer and the Union or between the Employer and one or more employees, such grievance shall be instituted within the following time limits:

- (a) Termination or Lay-off - Five **(5)** Working Days
- (b) Grievances under 6.06 and **6.07** - Fourteen **(14)** Calendar days
- (c) All other Grievances - Ten **(10)** Working Days

In the event of a dispute over pay, such time limits shall be calculated from the date of receipt of the pay cheque or pay statement.

6.03 STEP I

Any grievance of an employee shall first be taken up between such employee and their supervisor, however, the

circumstance giving rise to such grievance.

6.08 Time Limits

The time limits set out in the grievance procedure are mandatory, but can be extended by mutual written agreement between the Employer and the Union. Any grievance not submitted within the time limits stated nor advanced by the grieving party within any of the time limits specified in this grievance Article shall be deemed to have been abandoned and in that event further recourse to the grievance procedure or to arbitration shall be forfeited.

In the event that the Employer does not give a written decision in Steps 2 or 3 within the time limits specified, the grievance shall be deemed to be accepted by the Employer.

Article #7 Arbitration

7.01 Processing Grievances

No grievance shall be submitted to arbitration which has not been properly processed in accordance with all the mandatory and requisite Steps of the grievance procedure.

7.02 Arbitration

When a party desires that a grievance be submitted to arbitration, that party shall notify the other party of its desire to submit the matter to arbitration within ten (10) calendar days after the day on which the decision at Step 3 of the grievance procedure was received. The matter is to be submitted to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Employer to hear both sides of the case.

If the parties fail to agree upon a neutral arbitrator within twenty (20) calendar days after either party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the Federal Minister of Labour will be requested to appoint a neutral arbitrator.

7.03 Arbitration Procedure

The Arbitrator shall render his decision within thirty (30) calendar days after the close of the arbitration proceedings.

In any arbitration, the written grievance of the aggrieved employee initiated at Step 2 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Employer at Step 3) and the decision of the President or his designate at Step 3 of the grievance procedure shall be presented to the Arbitrator, and the award of the Arbitrator shall be confined to the issues contained in these documents.

7.04 Powers of Arbitrator

- (a) The Arbitrator shall not in any manner whatsoever alter, modify or amend any part of this Agreement. He shall have no authority to make any decisions which are inconsistent with the provisions of this Agreement

or decisions which modify, amend or alter any provision of this Agreement. The Arbitrator shall have the authority, within the above limitations and within the law, to dispose of grievances in such manner as he may deem just in the circumstances.

- (b) The findings and decision of the Arbitrator on all arbitrable questions shall be final and binding upon all parties concerned except in circumstances where there are legal grounds for a Court application to be made.

7.05 Expenses of Arbitration

The cost of the arbitrator will be borne equally by the Union and by the Employer.

Article #8 Seniority

8.01 Definition

Seniority is defined as continuous service while in the employ of the Company. Seniority accumulates when an employee is receiving wages, wage replacement payments (for example Workers Compensation, weekly indemnity or long term disability), or on a leave of absence authorized by the Company for thirty (30) days or less, or on layoff for four (4) months or less.

8.02 Criteria for Job Vacancy, Layoff, Recall

In the event of job vacancy, layoff or recall the Employer shall give preference to the employee with the greatest seniority provided that the employee has the qualifications, skills and abilities to properly and efficiently fulfil all of the duties, responsibilities and requirements then current in the job.

8.03 Probation

All employees shall be on probation for a period of ninety (90) days actually worked from the most recent date of hire.

8.04 Rights during probation

During the probationary period, employees shall be entitled to all rights and privileges as set forth in this Agreement, except with respect to grievance and arbitration. An employee during his probationary period and the Union on his behalf shall not have any recourse to the grievance provisions or to the arbitration provisions of this Agreement. An employee will not be laid off or discharged during their probation period for the purpose of forcing an additional probationary period.

8.05 Loss of Seniority

An employee shall lose his seniority and his employment shall be deemed to be simultaneously terminated if he:

- (a) voluntarily resigns his employment with the Employer or retires;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration provisions of this

Agreement;

- (c) is absent from work without a reason satisfactory to the Employer;
- (d) is laid off for a period of more than four (4) consecutive months;
- (e) is laid off and fails to return to work for the Employer within fourteen calendar (14) days after the day on which he was notified at his last known address by registered letter or telephone to return to work. The employee shall be responsible to keep the Employer informed of his current address and telephone number.
- (f) does not make himself available to the Employer for full time employment or as he may be needed.
- (g) has outside employment which will in any manner interfere with, conflict with or reflect upon his employment with the Employer.

8.06 Seniority List

- (a) The Employer will post and maintain seniority listings. Such up-to-date listings will be posted as of April 1st and October 1st of each year. Copies of current lists will be provided to the Local Union and the Employer's Labour Relations Department.

Employees who have fully qualified in regards to Employer approved physical examination or the other normal Employer requirements shall be placed on the seniority list only after completion of the probationary period set forth in clause .03 of this Article.

- (b) Any employee wishing to protest his seniority must do so by formally reducing his protest to writing and submitting same to his supervisor and the Union within thirty (30) days of the posting of the said seniority listing.

8.07 Filling Vacancies

- (a) A vacancy occurs when in the opinion of the Employer there is adequate work to justify the filling of a position. If such a vacancy occurs it shall be posted for seven (7) calendar days on the Employer's premises. The Union will receive a copy of the posting and any appointment of a successful applicant for the vacancy.
- (b) In all bids as referred to in this clause, the Employer will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding and when he returns, he will be given an opportunity to bid. If senior bidders are not assigned, the reasons thereto will be given to such senior employees.

8.08 Layoff

In the event of lay-off of ten working days or more, employees will be given fourteen (14) calendar days notice or their

regular wages in lieu thereof. Employees who are laid off shall receive benefits under this collective agreement only to the end of the calendar month in which the lay-off occurs.

8.09 Recall

An employee shall be recalled to work by giving written or **oral** notice to him to return to work. The employee shall return to work within fourteen **(14)** calendar days after the day he was notified to return to work. The employee shall be notified **by** registered mail, delivery to his last known mailing address, or by telephone. The employee shall be responsible to keep the Employer informed of his current mailing address and telephone number. The employee shall, within **two (2)** days of his receipt of recall notice, notify the Employer whether he intends **to** return to work.

8.10 Seniority on Transfers to Work Outside of the Bargaining Unit

If **an** employee takes **a** position outside of the bargaining unit he shall retain his seniority accumulated prior to the date of such transfer, for **a** retention period of ninety (90) calendar days. On or before the ninetieth (90th) calendar day the employee must either exercise his seniority rights to return to the bargaining unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty **(120)** calendar days prior **to** exercising that privilege again.

Article #9 Leave of Absence

9.01 Bereavement Leave

When a death occurs in an employee's immediate family, such employee will be granted upon request bereavement leave on any of his normal **working** days that occur during the three days immediately following the day of the death. When a death occurs in the immediate family of an employee who has completed three consecutive months of continuous employment, the employee is entitled to paid bereavement leave **on** any of his normal **working** days that occur during the three days immediately following the day of death, or five such days for **a** death outside the Yukon. Such employee will be paid at his regular straight time hourly rate of pay for hours lost from his regular schedule for each working day lost for reasons related to the death to a maximum of three **(3)** working days for **a** death in the Yukon and five **(5)** should the death occur outside the Yukon.

Payment of bereavement leave will be made **as** described above if:

- (a) The employee provides proof of death (in the form of **a** photocopy of the Death Certificate), location of funeral and relationship of the deceased to the employee, AND
- (b) **In** the event of death outside the Yukon, the employee attends the funeral.

an employee's immediate family is defined as an employee's spouse, mother, father, sons and stepsons, daughters and stepdaughters, brothers and sisters, mother-in-law, father-in-law, grandfather and grandmother which will also include his spouse's grandparents. Stepfather and stepmother will be recognized provided such stepfather or stepmother had the status of the employee's father or mother.

9.02 Compassionate Leave

- (a) When the requirements of the Employers services will permit, an employee may make written application to the Employer for a leave of absence for compassionate reasons. The Employer may approve a leave of absence for a period of up to thirty (30) calendar days. Any employee requesting leave of absence will be required to substantiate the compassionate reason for the leave before consideration will be given to granting the leave or to the number of days of the leave. If the leave request is denied the Employer will give reason(s). The Union will receive a copy of the application or any refusal by the Employer.
- (b) An employee on leave of absence who engages in work for compensation without the prior written permission of both the Employer and the Union shall forfeit his seniority rights, his name shall be stricken from the seniority list and he will no longer be considered an employee of the Employer.

9.03 Jury Duty

Any full time employee who is required to perform jury duty or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company during the employee's regular work day will be reimbursed by the Company for the difference between the pay received for the jury duty or witness fee and his regular straight time hourly rate of pay for his regular scheduled hours of work.

An employee on any shift other than a day shift shall be given sufficient time, either before or after court, to have reasonable time for rest or to prepare himself for work or court appearance. The employee shall be compensated for such time at his regular rate of pay.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury duty or witness fee, whichever applies.

The employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness fee received. Any employee on **jury** duty or called as a witness shall, subject to this provision, make himself available for work before or after being required for such duty whenever possible.

Article #10 Hours of work

10.01 An employee's regular hours of work will be posted seven (7) calendar days in advance; however the

employee's shift may be changed during the week due to layoff, shortage or excess of work, or employees not reporting for work.

10.02 Time Calculations

Time shall be calculated in units of one-quarter(¹/₄) of an hour for the purpose of wage payments and for all other purposes.

10.03 Breaks

- (a) An employee is entitled to one **(1)** paid **15** minute relief break during the first half and the second half of an eight hour shift.
- (b) Employees shall have an unpaid meal break of not less than thirty (30) minutes nor more than one **(1)** hour in any one day unless otherwise mutually agreed to between the employee and the Employer.

10.04

Nothing in this agreement shall be construed as a guarantee of work or of hours of work per day or per week.

10.05 Overtime

All overtime shall be authorized by the employees' Supervisor. The employee shall not be entitled to any overtime pay for any overtime not so authorized. For all authorized overtime worked, the Employer shall pay overtime at the employee's regular rate of pay multiplied by 1½ for all hours of work actually performed that exceed eight (8) hours in a day or forty **(40)** hours in a week.

10.06

Regular hourly paid employees shall be notified before quitting time if they will not be required to work their regular next day.

Article #11 Safety

- (a) It is to the mutual advantage of both the Employer and the employee that employees shall not operate vehicles which are not in a safe operating condition.
- (b) The Employer will not require employees to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment). In the event repairs can not be made to make the equipment safe the equipment will be identified and employees will not be asked to operate it until the Employer determines the repairs required and effects them.
- (c) It shall be the duty of the employee to report in writing on the appropriate forms of the Employer promptly

but no later than the end of the shift, all safety and/or mechanical defects **on** the equipment which they have operated during that shift.

- (d) It shall be the obligation of the Employer to inform the employee **as** to whom **such** reports on such equipment will be made in the terminal.
- (e) It shall be the obligation of the Employer to direct the repair as necessary to conform with the safe and efficient operation of that equipment.
- (f) **In** order to provide adequate vision front and rear, trucks and tractors will be equipped with heaters and heated mirror. All straight trucks shall have convex mirrors on the right hand side. All tractors shall have convex mirrors **on** both right and left hand sides. On existing equipment, retrofit of heated mirrors will not be required.
- (g) The Employer will not use gasoline powered forklifts inside its terminal or into enclosed trailers.
- (h) All terminal docks will be equipped with safe loading plates.
- (i) Trucks and trailer bodies shall have installed steps or devices to allow reasonable access to the body. (I.C.C. rear bumpers and stirrup steps for side doors shall be considered **a** reasonable access). On existing equipment, **no** retrofit will be required.
- (j) All tractors pulling flatdeck trailers **on** public thoroughfares shall be equipped with bulkheads designed to protect the operator of the vehicle in compliance with local requirements.
- (k) All tractors and **P & D** trucks will be equipped with back-up lights.
- (l) The Employer shall not require an employee to double deck trailers or interchange equipment at night in an area without proper lighting. There shall not be less than two **(2)** people involved when double decking trailers or tarping a load.
- (m) The Employer shall provide first aid provisions in accordance with the Workers Compensation Act.

Article #12

Vacations

12.01

The "cut off date" for the purposes of determining vacation leave and pay entitlement for each employee shall be the date his employment began or any subsequent anniversary date thereafter (the "cut off date" as referred to in this agreement is the "anniversary date")

12.02

An employee who has twelve **(12)** months or more but less than sixty **(60)** months or more of continuous employment,

as of his anniversary date, will be entitled to ten (10) working days of vacation leave and vacation pay equal to four (4) per cent of his wages for the twelve (12) month period immediately preceding that anniversary date.

12.03

An employee who has sixty (60) months of consecutive employment as of his anniversary date is entitled to fifteen (15) working days of vacation leave, and is entitled to vacation pay equal to six (6) per cent of his wages for the twelve (12) month period immediately preceding that anniversary date.

12.04

Wages are defined as all pay received from the Employer for work or services performed by the employee for the Employer.

12.05

An employee shall be entitled to take a vacation with pay only after necessary vacation leave credit has been earned. When an employee's vacation leave is scheduled for other than one (1) continuous period, the vacation pay payable for each of the portions shall be paid on the day prior to the commencement of each portion of the vacation leave. An employee shall take a minimum of five (5) days of vacation leave at one time unless otherwise approved in writing by the Employer.

12.06

An employee who ceases to be employed will be paid the amount of vacation pay then owing to him.

12.07

Time of vacation: By January 2nd of each year, a vacation list showing each employee's name and the amount of vacation leave entitlement for each shall be posted. During the period from January 2nd to February 28 of each year, each employee shall indicate his vacation preferences to the Terminal Manager in writing. If an employee fails to indicate his vacation preference on such listing, his vacation time shall be scheduled at the Employer's discretion. The time of vacation shall be fixed by the Employer consistent with the efficient operations of the business. The Employer shall give preference in the selection of vacation dates to employees having the most consecutive months of employment. Employees, in order to have their consecutive months of employment considered in relation to vacation preference, must submit their vacation requests in writing to the Terminal Manager by no later than February 28 of each year. Unless otherwise agreed to by the Employer, a minimum of three (3) weeks notice must be given by any employee to request his vacation during the posting period, January 1st to February 28 of one year. The Employer shall post the vacation schedule by April 1st. One employee may be absent on vacation leave at any one time.

Once vacation periods are established, the time shall not be changed except where mutually agreed between the employee and the Employer.

The vacation period starts on completion of the employee's normal work week and ends prior to the first day of his normal work week on the completion of his vacation.

12.08

Each employee shall take his vacation leave within twelve (12) months after the cut off date on which he becomes entitled to it.

12.09

An employee who accepts gainful employment while on vacation or on leave authorized by the Employer may be terminated.

Article #13 General Holidays

13.01

In this entire general holiday article, no employee is entitled to be paid for a general holiday

- (a) on which the employee did not report for work after having been called in or scheduled work on that day; or
- (b) in respect of which the employee makes himself unavailable for work in accordance with the conditions of employment of the Employer: or
- (c) that occurs in his first thirty (30) days of employment; or
- (d) that occurs during a period that the employee is on layoff, a leave of absence, or the employee is in receipt of wage replacement payments (partial or total), for example Workers Compensation; or
- (e) if the employee did not earn wages for fifteen (15) days or more during the thirty days immediately preceding the general holiday.

13.02

The term "general holiday" shall include:

New Years Day	Canada Day	Thanksgiving Day	Boxing Day
Good Friday	Yukon Discovery Day	Remembrance Day	
Victoria Day	Labour Day	Christmas Day	

Each general holiday shall be recognized on the day on which it occurs unless the Employer and the Union agree in writing to substitute another day for it in which case the substituted day shall be the general holiday.

In the event a general holiday is proclaimed in legislation by the Government of Canada or the Yukon Territorial

Government such holiday shall be included in the term "general holiday" above.

13.03

An employee who has completed his first thirty (30) days of employment and who is required to work on a general holiday shall be paid one and one half times his regular rate of wages for the time the employee worked on that day in addition to his regular rate of wages for his normal working day.

13.04

An employee who has not completed his first thirty (30) days of employment and who is required to work on the general holiday is entitled to his regular rate of wages for the time that the employee works on that day.

13.05

An employee who is not called in or scheduled to work on a general holiday shall be paid an amount equal to the wages the employee would have earned at his regular rate of wages for his normal working day.

13.06

The calculation of the regular rate of wages for an employee's normal working day shall be an amount equal to his average daily earnings (exclusive of overtime) for the days on which he worked during the thirty (30) calendar days immediately preceding the day of the general holiday. In the case of a person who regularly worked forty (40) or more hours per week in the thirty (30) calendar days immediately preceding the day of the general holiday, the amount shall be equal to eight (8) hours of pay at the employees regular rate of wages.

13.07

If a general holiday occurs during an employee's vacation, the employee will be allowed, upon written request, and consistent with the efficient operation of the business, a day off without pay in lieu of such holiday either immediately preceding or immediately following his vacation period.

Article #14 Technological Change

14.01 Definition

For the purposes of this Collective Agreement "technological change" means

- (a) the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and
- (b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

14.02 Adjusting to Technological Change

In the event the Employer decides to introduce technological change the Employer will assist employees affected by the technological change by the following means:

- (a) Give the Union and employees thirty (30) calendar days written notice of the technological change;
- (b) Give employees **on the job** training for a maximum of thirty (30) days work where the Employer determines that such training is necessary. The duration and type of training shall be determined **by** the Employer;
- (c) If the introduction of the technological change may result in the reduction of the total number of bargaining unit employees the Employer will give the Union and the employees thirty (30) days notice of termination of the employment of affected employees.

The above provisions are intended **by** the Employer and the Union to assist employees affected by any technological change to adjust to the effects of the technological change.

14.03 Canada Labour Code

The Employer and the Union agree that Canada Labour Code sections ~~52~~, ~~54~~, and ~~55~~ and any subsequent amendments thereto do not apply during the term of this collective agreement.

Article #15 Wages

15.01

The Employer shall pay wages set forth in Schedule "A" which forms part of this agreement. However, the rates of remuneration **as** listed in Schedule "A" shall not preclude payment of premium rates at the discretion of the Employer.

15.02

All employees covered by the agreement shall be paid every two weeks. The pay will be accompanied by a statement of earnings showing the date **of** the pay period, the total regular hours, the total overtime hours, the rate of wages applicable and **all** deductions made.

15.03

If an error occurs in the payroll computation of **an** employee's pay cheque **and** the amount is equal to one day's pay or more, he shall be entitled on request to receive same **as soon as** practicable but not later than the week following the pay day on which the error was reported. If an employee ~~improperly completes~~ his time card or pay claim or does not turn them in immediately **on** completion of his shift, any pay **so** affected will be included with the next regular pay period. Such payment to be deemed **as** wages and taxed accordingly.

Article #16 No Strikes or Lock-Outs

The Employer agrees that it will not cause or direct any lock-out and the Union agrees that there shall be no strike, stoppage, slow down or other action which will in any manner whatsoever stop, curtail or interfere with work or the Employer's operations during the term of this Agreement. Any employee participating in any such activity may be subject to discipline and discharge.

Article #17 General

17.01

The Union, as well as the members thereof, agree at all times as fully as it may be within their power to further the interests of the trucking industry.

17.02

The Employer will provide a bulletin board at its terminal on which to post changes in Employer rules and regulations and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union or Shop Steward.

17.03

An employee will receive a copy of any written reprimand or warning letter placed on his file. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However any written reprimand or warning letter will not be used to compound disciplinary action against the employee at any time more than twenty four (24) months after the date it was given to the employee.

17.04

Nothing contained in this Agreement will be deemed to obligate the Employer to continue to operate any of its terminals, operations, properties or any of its parts thereof. The Employer will provide thirty (30) days advance notice if possible to directly affected employees and the Union of the closure of Whitehorse terminal.

17.05

No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions, during the term of this Agreement.

17.06

The Company agrees to provide washroom and toilet facilities and a lunchroom area. Employees using the facilities will keep them in a neat condition.



.07

Any Employer requested physical or medical examinations after the date of employment shall be properly complied with by all employees provided, however, that the Employer shall pay for all such physical or medical examinations and for any time lost as a result thereof during his normal working hours. Any employee taking a physical or medical examination outside his normal hours of work will be compensated with two (2) hours pay.

17.08

a) Effective January 1, 1995, the Employer will pay up to \$100.00 per calendar year to each employee for work boots provided that the Employer has approved the type of boot and that the employee provides an original receipt for reimbursement.

b) The Employer will require the employees to wear uniforms as a condition of employment. The uniforms will be cleaned and maintained by the employees. One half the cost of the uniforms will be paid by the Employer and the other half will be paid by the employee. Any wilful damage to the uniforms will be charged to the employee.

17.09

(Group Insurance Plan)

a) The Employer agrees to maintain the existing Group Benefit Plan as is currently available to all eligible employees in accordance with the regulations of the plan.

b) The cost of such Plan shall be borne equally, fifty (50) percent by the Employer and fifty (50) percent by the employee and shall be administered by the Employer. The Employer agrees that an accounting of deductions made for the employees share shall be detailed on the statement of earnings for applicable pay period.

Article #18 Validity of Articles

If any provision of this Agreement should be held invalid by operation of law, or by any Court or tribunal of competent jurisdiction the validity of the remainder of this Agreement shall not be affected.

Article #19 Duration of Contract

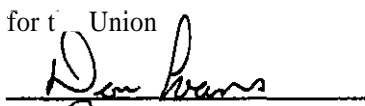

This agreement shall be binding and in effect from November 1, 1994 to October 31, 1995. Either party may give the other party notice up to ninety (90) calendar days prior to the expiry date of this agreement that it desires to negotiate amendments to the provisions of this contract.

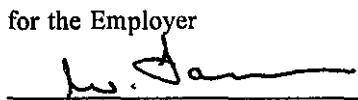
Signed this ~~30~~ day of January, 1995


Signed this 12 day of January, 1995

for the Union

for the Employer





November 1, 1994 to October 31, 1995

	Probation	After Probation up to 18 months seniority	18 months seniority	24 months seniority	30 months seniority	36 months seniority
Warehouse/Pick up and Delivery straight job truck driver	12.50	13.00	13.50	14.00	14.50	15.00
Warehouse/Pick up and Delivery Tractor Trailer driver (with Class I licence)	13.00	14.00	14.50	15.00	15.50	16.00

Red Circle Dorion 15.00

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LETTER OF AGREEMENT

BETWEEN

POINTS NORTH TRANSPORTATION INC.

and

TEAMSTERS LOCAL UNION NO. 31

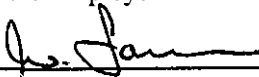
RE: LUMP SUM CASH

SETTLEMENT - 1994 The employer will pay a lump ~~sum~~ cash amount of \$1,000.00 to each employee who was employed at May 16th, 1994 and who remains employed at the date of signing of this Collective Agreement, namely David E. Harper, Shane M. Wipp, Joey S. Matechuk, David F. Dorion, Yoani Vega.

The employer will pay a lump sum cash amount of \$500.00 to each employee who was hired after May 16th, 1994 and who remain employed at the date of signing of this Collective Agreement, namely Randy Lavand and Jim Canon.

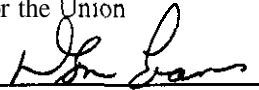
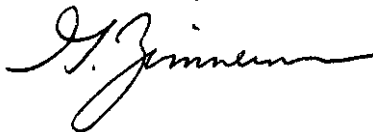
Signed this 12 day of January, 1995

for the Employer



Signed this 30th day of January, 1995

for the Union



LETTER OF AGREEMENT

BETWEEN

POINTS NORTH TRANSPORTATION INC.

TEAMSTERS LOCAL UNION NO. 31


RE: DATES OF HIRE OF EMPLOYEES IN THE BARGAINING UNIT

The Employer and the Union agree that for purposes of the Collective Agreement the following dates set opposite each employee's name are the dates that each employee was hired and started in the employ of the employer.

	M/D/Y
HARPER, DAVID E.	12/23/91
MATECHUK, JOEY S.	03/10/93
WIPP, SHANE M.	05/25/93
DORION, DAVID F.	08/02/93
VEGA, YOANI	05/16/94
LAVAND, RANDY	08/09/94
CANON, JIM	09/06/94

Signed this 12 day of January, 1995

for the Employer



Signed this 30th day of January, 1995

for the Union

