

SOURCE	Union		
EFF.	95	01	01
TERM.	96	12	31
No. OF EMPLOYEES	13		
NOMBRE D'EMPLOYÉS	13		

MEMORANDUM OF AGREEMENT MADE THIS 17
DAY OF May, A.D., 1995.

BETWEEN: MacCosham Warehousing and
Distribution Ltd. and
MacCosham Van Lines (Canada)
Co. Ltd. (hereinafter referred
to as the "Company").

OF THE FIRST PART

AND : Chauffeurs, Teamsters and
Helpers, Local Union 395,
Chartered by the International
Brotherhood of Teamsters,
(hereinafter referred to
as the "Union").

OF THE SECOND PART

The Parties Hereto Agree
as Follows:

Article No. 1 - Intent and Purpose

1.01 Whereas the Company and the
Union desire to co-operate in establishing
and maintaining conditions which will
promote and improve industrial and
economic relations between the Company
and the employees covered by this

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Agreement, and to provide methods for a fair and peaceable adjustment of all disputes which may arise between them, so as to secure full employment, uninterrupted operation and general stabilization of employment and industry.

Article No. 2 - Bargaining Agency,
Scope of the Agreement

2.01 The Union is recognized **as** the sole bargaining agent for the purpose of Collective Bargaining during the life of this Agreement covering the unit of employees as set forth in the Order of the Canada Labour Relations Board dated June 12, **1967**, A.D.

Article No. 3 - Posting of Agreement

3.01 The Company will provide a Bulletin Board for the posting of this Agreement and for such notices as the Union may from time to time wish to post.

Article No. 4 - Union Security

4.01 All employees covered by this Agreement who have been employed

for thirty (30) calendar days, and all new employees within thirty (30) calendar days of their date of hire, shall as a condition of their employment, become and remain members of the Union, in goodstanding.

4.02 The Company agrees to deduct from the wages due to each employee the initiation fee and regular monthly dues and submit all monies **so** deducted, along with a list of names from whom such deductions have been made to the Secretary-Treasurer of the Union on or before the 30th day of the month in which such deductions were made.

4.03 The Company shall not sell or lease equipment with the intention of evading the terms of this Agreement. The Company shall have the right to utilize contractors to perform work provided no employee on the seniority list as of December 31, 1992, is laid off **as** a result of utilizing contractor services.

4.04 All newly hired employees shall be considered as probationary employees for the first ninety (90) worked days of employment. The employees shall have work call in preference during the probationary period, consistent with their ability to perform the work; but such probationary

employee may be laid off or terminated without recourse to the grievance procedure in such event.

4.05 Superintendants and other supervisory personnel shall not perform work coming within the scope of this Agreement when permanent employees are available and are not otherwise engaged in Company work.

4.06 After the completion of their probationary period newly hired employees shall be placed upon the seniority list, listed from their original date of hire with the Company. A copy of the current seniority list will be filed with the Union every other month.

4.07 A regular employee is an employee,

a) who has completed his probationary period,

b) makes himself available to the Company for full time employment and is hired by the Company for full time employment.

c) he recognizes the Company as his sole employer, has fully qualified in regard to the Company approved

physical examination or other normal Company requirements.

4.08 Dues shall be deducted from the first pay of all newly hired employees and the name of the employee will be added to the current months dues billing list.

Article No. 5 - General

5.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments and to alter from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with this Agreement.

5.02 The Company shall always have the right to hire, and to discipline, demote or discharge employees provided that an employee shall not be discharged, demoted, suspended or otherwise disciplined except for **just** cause.

5.03 It is agreed that the functions set forth in Article 5.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

5.04 The Union shall appoint or elect such number of Shop Stewards **as** the Union deems necessary and shall notify the Company of such appointment or election. The Company shall recognize Shop Stewards and shall not discriminate against them for lawful union activity. In the event the Company shall have cause to discharge a Steward the Union shall be notified by the Company forthwith.

5.05 The Company shall allow time off without pay to any man who is serving on **a** Union Committee or as **a** delegate providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business and provided that forty - eight (48) hours written notice is given to the Company by the Union specifying the length of time off.

5.06 Authorized Agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to the Union Contract clauses and in no way shall interrupt the Company's' working schedule.

5.07 This Agreement shall be binding upon the parties hereto or their successors, administrators, assigns and executors.

In the event of an entire business or any part thereof is sold, leased, transferred over, taken over by sale, lease, transfer, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall, without recourse to the Company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

5.08 As a matter of policy it is not the intention of the Union to sign an Agreement with a competitor Company embodying terms or conditions less favourable than the terms and conditions of this Agreement. All Agreements signed with competitor employers shall be filed with the Company.

Article No. 6 - Seniority

6.01 Seniority shall be based on the length of continuous service an employee has been on the payroll, subject to Article 6.02.

6.02 An employee shall lose all seniority rights for any one or more of the following reasons:

a) Voluntary resignation:

b) Discharge for cause:

c) Failure to return to **work** after lay-off under Article 6.04;

d) Laid-off for a period in excess of six (6) months.

6.03 Seniority shall prevail in the reduction and restoration of the work force.

There shall be no job bumping privileges between Divisions.

For the purpose of this Article there are two separate defined Divisions:

Household Goods and Moving Division.

Commercial Storage Division.

6.04 The Company agrees to re-call employees affected by a reduction in the work force on a seniority basis commencing with the last employee laid off. When re-calling employees after lay-off, the employee(s) **shall** be notified by registered mail, directed to the employee(s)' last known address and such employee shall be allowed seven (7) calendar days to report

for work. There shall be an obligation upon the employee to keep the Company informed of their current telephone number and address.

6.05 a) Seniority shall prevail for the purpose of shift preference, new jobs or vacancies, providing the employee is qualified. There shall be no job bumping privileges except in the event of a reduction in the work force, in which event employees would be entitled to exercise their seniority. New jobs or vacancies in established jobs shall be posted. The posting shall remain in effect for seven (7) days. Employees bidding to the posting shall submit their bid in writing to the person designated to accept bids. The posting shall be awarded to the employee senior to the work providing he is capable and has sufficient ability and qualifications to perform the job.

b) Before hiring new employees the job or vacancy will be posted for bid in both Divisions according to Article 6.05 (a) and 6.07 in this agreement.

6.06 Daily call will be on a seniority basis providing the employee is capable and has sufficient ability and qualifications to perform the job.

6.07 When an employee from one division successfully bids into another division he shall be deemed to be the least senior employee in that division. He shall acquire division seniority in his new division from his first day worked in that division.

He shall retain his Company seniority for lay-off purposes but may only use his new division seniority for bid shift preference, vacation selection and overtime entitlement.'

6.08 Company authorized leave of absence for any reason other than ill health, shall be in writing and shall consist of a maximum of thirty (30) days. Any extension of leave of absence in excess of thirty (30) days shall be in writing and agreed upon by the Union, the Company and the employee concerned.

6.09 Promotion out of Scope -- When an employee within the bargaining unit covered by this Agreement receives a leave of absence to take a position within the Company which is beyond the scope of the bargaining unit, he shall retain his seniority for a maximum of ninety (90) days within the former unit.

6.10 **At** the end of ninety (90) days the employee must exercise his seniority rights by returning to his former unit or relinquish all seniority rights.

6.11 However, should the Company discontinue the position or **job** within three (3) years of such promotion, such employee may return to his former unit at his original seniority date providing he is medically fit and capable of performing the work. After three (3) years such employee would have no seniority rights within the scope of the bargaining unit.

6.12 The normal retirement age for all employees shall be the next regular working day following their **sixty-fifth** (65th) birthday. In the event the Company requests, and the employee agrees, that his employment continue after his sixty-fifth birthday such employee shall be entitled to sixty (60) days notice of termination. In the case of illness exceeding sixty (60) calendar days the notice of termination shall be deemed to be effective from the first day of absence due to such illness.

Article No. 7 - Safety Conditions

7.01 Maintenance of Equipment

-- It is to the mutual advantage of the employees both the Company and that employees shall not operate equipment which is not in safe operating condition and not equipped with safety appliances as required by law. The driver shall report unsafe equipment and it shall not be a violation of this Agreement for a driver to refuse to drive unsafe equipment, the decision as to the condition of the equipment shall rest with the senior qualified Company representative on the premises. Such representative shall give his decision as to the fitness of the equipment to the driver forthwith in writing.

7.02 It shall be the duty of the employee to report in writing on the appropriate forms of the Company₁ promptly, but not later than the end of their shift or trip, all safety and/or mechanical defects on the equipment which they have operated during that shift or trip.

7.03 It shall be the obligation of the Company to **so** inform the employees **as** to which Supervisor to whom such reports on such equipment will be **made** in the branch or area of operation.

7.04 It shall be the obligation of the Company to direct the repair

as necessary to conform with the safe and efficient operation of the equipment.

7.05 In the event the repairs cannot be effected, the equipment will be correctly identified and kept out of service until repaired.

7.06 All trucks and tractors shall be equipped with properly operating heaters and defrosters.

7.07 The Company agrees to maintain clean sanitary washrooms having hot and cold running water, with toilet facilities at its main terminals.

7.08 The Company shall provide clean adequate lunchrooms for its employees at its main terminals where such lunchrooms are used by employees.

7.09 The Company shall provide First Aid provisions in accordance with the Workers Compensation Act.

7.10 The Company shall provide the proper tools and equipment for employees engaged in work which requires such tools and equipment. Employees

shall sign for such tools and equipment and will be responsible for replacement (of equal quality) of such tools and equipment if lost while in the care of the employee.

7.11 The Company shall pay a maximum of one hundred and fifty dollars (\$150.00) towards the cost of a standard uniform, coveralls, or parka once a calendar year.

Article No. 8 - Hours of Work

8.01 The regular hours for **all** employees shall be:

Daily Regular Hours -- When possible, **the** Company will establish the work week to be Monday through Friday. Should other work days be required, the work week shall consist of **five** consecutive days with two consecutive days off.

Weekly Regular Hours -- Forty **(40)** hours per week.

In the event **a** regular employee or a regular part-time employee missed work during the week due to a shortage

of work, he or she may work on Saturday or Sunday to make up such hours providing such work is available.

Such employees as defined in the above paragraph would be entitled to work ahead of an employee who received forty **(40)** hours of work that week, regardless of the seniority provision in the Collective Agreement.

The first eight (8) hours pay will be at the employees regular hourly rate of pay thereafter one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay. Such work shall be offered to regular employees or regular part-time employees on a seniority basis and in a voluntary manner. However, if all qualified employees refuse, then the junior qualified employees must work.

8.02 For all hours worked in excess of the Daily or Weekly Regular hours will be overtime and paid as follows:

One and one-half ($1\frac{1}{2}$) the employee's regular hourly rate.

8.03 Statutory Holidays -- One and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay for all hours worked. Highway drivers who are required to drive on a Statutory Holiday shall receive the regular hourly rate for

hours worked and shall be granted a holiday with pay at some other time, which may be in addition to his annual vacation or granted as a holiday with pay at a time convenient to him and the Company.

8.04 When a regular employee reports for work, unless notified prior to quitting time on the previous shift not to report for work, he shall be guaranteed a minimum of three (3) hours at regular rates. If the employee works more than three hours then pay will be rounded **up** to the next full hour.

8.05 Regular employees reporting for duty on a call out or call back basis, inconsistent with their regular reporting time, shall be guaranteed a minimum of three (3) hours pay at the applicable over-time, but after the completion of the duty he **was** called to perform, he may voluntarily book off on his own accord with **a** minimum of two (2) hours pay at the applicable overtime rate.

Article No. 9 - Classifications and Rates of Pay

9.01

<u>Classifications & Rates of Pay</u>	<u>Effective--</u>	
<u>Household & Moving</u>	<u>Hourly Rates</u>	
<u>Division: Appendix "A"</u>	<u>Jan, 1/95</u>	<u>Jan. 1/96</u>

<u>Group I--Helpers, Packers,</u>		
<u>Regular Part-time</u>		
New Employees	\$10.00	\$10.10
Current Employees	\$10.92	\$11.03

<u>Group II - Local Furniture</u>		
<u>Driver</u>	\$11.25	\$11.36

<u>Group III--Country</u>		
<u>Furniture</u>	\$12.02	\$12.14

<u>Classifications & Rates of Pay</u>	<u>Effective--</u>	
<u>Commercial Warehouse</u>	<u>Hourly Rates</u>	
<u>Division: Appendix "B"</u>	<u>Jan. 1/95</u>	<u>Jan, 1/96</u>

<u>Group I--Helpers,</u>		
<u>Regular Part-time</u>	\$10.40	\$10.50

<u>Group II - Warehouseman:</u>		
<u>Drivers, Forklift</u>		
<u>Operator</u>		
New Employees	\$11.50	\$11.62
Current Employees	\$12.07	\$12.19

<u>Group III--City Driver</u>	\$10.80	\$10.91
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Classification and Rates of Pay New Hires -- Appendix "C"

Regular employees hired after the date of ratification will be subject to the following conditions:

1. For the first year of employment he will be paid three dollars (\$3.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
2. For the second year of employment he will be paid two dollars (\$2.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
3. For the third year of employment he will be paid one dollar (\$1.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
4. Upon completion of the third (3rd) full year of employment, he will receive the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.
5. If a newly hired regular employee has proven past experience with the Company he would start at the **second** year rate of pay as stipulated in the Collective Agreement.

6. Regular part-time employees hired after the date of ratification shall be paid two dollars (\$2.00) less than the appropriate regular hourly rates of pay as stipulated in the Collective Agreement.

9.02 Subsistence Allowance--

Hotel -- Single	\$45.00
Double	\$55.00

Hotel receipts required

Meal Allowance

Breakfast	\$ 5.50
departs Regina prior to 7:00 a.m.	
Dinner	\$ 6.50
out-of-town noon hours	
Supper	\$ 8.00
returns to Regina after 6:30 p.m.	

To qualify for the noon hour reimbursement on out-of-town trips you must take a lunch break.

9.03 Seasonal employees listed herein are persons employed for the summer schedule, May through September; they shall not be covered under the Health and Welfare Plan nor shall they acquire seniority during the summer schedule and they shall not become Union members nor shall they pay Union dues.

9.04 In the event a person initially employed as a seasonal employee later becomes available for regular employment, and there is regular work available, the employee's seniority will commence as of the date of hire as a regular employee.

9.05 a) Regular part-time employees will be defined as persons hired to supplement the regular work force to cover peak periods throughout the year and to be used, if available, on a regular basis during the summer season.

b) A part-time employee shall be carried on a part-time roster and where practical shall be called into work according to their position on the roster.

c) Part-time employees will not work if full time employees are available to perform such work.

d) When a part-time employee is called and reports for duty he shall be guaranteed a minimum of two (2) hours work, **and/or pay.**

e) Regular part-time employees will be required to pay union dues when they work ten (10) or more days in a calendar month.

f) For Office and Industrial moves that would otherwise be overtime, the Company may use either temporary employees, not covered by the agreement, temporary employees, regular employees, or any such combination.

9.06 Regular part-time employees will not be covered under the Health & Welfare or sick leave plan and shall be listed on a separate seniority roster: in the event a regular part-time employee should be hired as a regular employee his seniority would be listed from his last date of hire as a regular part-time employee.

9.07 A separate seniority list will be kept for the part-time employees so in the event a regular job opening becomes available, the job would be offered to the senior person on the list, and should he/she refuse the position it must be offered to the next senior employee on the list and so on,

Seniority on the regular employees list shall commence on the first day of employment as a regular employee,

This clause will apply providing the employee is qualified and has the ability to perform the work.

Article No. 10 - Pay and Work Conditions

10.01 All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.

10.02 Pay time shall be computed from the time the employee is ordered to report for work and registers in, which ever is later, until he is effectively released from duty.

10.03 Upon discharge the Company shall pay forthwith all money due to the employee. Upon quitting without notice, the Company shall pay all money due the employee on or before the pay day in the week following such quit.

10.04 When an employee meets with personal injury while on duty which prevents him from completing his shift, he will be paid for actual hours worked, except that if the injury is of a nature requiring hospitalization or immediate care by a medical Physician, the employee will be compensated for the full shift on that day.

10.05 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.

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

10.07 There shall be no "split shifts" and hourly paid employee's work week must be designated to him on the last day of the preceding week. This clause shall not apply to over-the-road drivers.

10.08 The employee shall, except by mutual agreement between the parties hereto, take one continuous period for meals of not less than thirty (30) minutes and not more than one (1) hour between the hours of 11:30 a.m. and 1:30 p.m. Helpers, furniture drivers and packers who are required to remain on the **job** during their lunch break shall not be required to take a lunch break in excess of thirty (30) minutes. Wherever reasonably possible a thirty (30) minute lunch break will be permitted.

10.09 Should the Company require an employee working in the City to work more than ten (10) hours in any shift, he shall be entitled to a paid fifteen (15) minute break.

10.10 a) Any Government or Company required physical or medical examination shall be promptly complied with by all employees, provided, however, the Company shall pay for all such physical or medical examinations and for any time lost as a result thereof during working hours. The Company shall give the employee twenty-four (24) hours notice prior to such examination.

b) If the Company requests a driver to obtain a driver's abstract the employees will comply with such request promptly.. The Company will reimburse the employee for the cost of obtaining the abstract upon presentation of a receipt. This does not apply to new hires..

10.11 When death occurs to a member of an employee's immediate family, and such employee has completed the probationary period, the employee will be granted, upon request, an appropriate leave of absence: and if he attends the funeral he shall be paid three days leave to be taken between the day of death and the day

following the funeral. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sister, brother, son, daughter, grandmother, grandfather, mother-in-law, and father-in-law. The interpretation of the word spouse shall include common law spouse. This article shall have no application to an employee on scheduled annual vacation, workers compensation or sickness.

10.12 The Company shall continue to **pay**, and excuse from duty any employee whose absence on any scheduled work day is due to serving on jury duty or who has been subpoenaed as a witness of the Crown in any court of law. However, all sums received by way of payment for these duties shall be payable to the Company to the end that no employee shall receive both his regular applicable rate and pay for Jury Duty or similarly for appearing as a Crown Witness. It is agreed that employees must make themselves available for work when not required to be in attendance as Crown Witnesses or Jurors.

Article No. 11 - Statutory Holidays

11.01 All regular employees who have completed their probationary

period of thirty (30) days and have qualified as regular employees, shall be entitled to ten Statutory Holidays.

The said Statutory Holidays are:

New Years Day	Dominion Day
Saskatchewan Day	Boxing Day
Rememberance Day	Victoria Day
Thanksgiving Day	Labour Day
Christmas Day	Good Friday

or any other Statutory Holidays as may be proclaimed by the Provincial or Federal Government.

11.02 Regular employees shall receive eight (8) hours pay at their regular hourly work time job classification rate for the Statutory Holiday listed.

11.03 Regular employees shall be entitled to Statutory Holiday pay for the specified holiday subject to the following qualifications:

a) No employee is entitled to be paid for a holiday on which he does not work when he is not entitled to wages for at least ten (10) working days during the thirty (30) calendar day period immediately preceding the holiday, provided, however, that a regular employee who returns to work after a lay-off, illness or workers compensation, and who works in a week in which a Statutory Holiday occurs shall be entitled to pay for such holiday.

b) When a Statutory Holiday occurs on an employee's regular day off, he shall be given his next regular day off and it shall be deemed as his Statutory Holiday.

11.04 In the event a regular employee is requested to work on a Statutory Holiday he shall receive the rate of pay as stipulated in this Agreement in addition to the rate of pay as prescribed for the Statutory Holiday.

11.05 In the event any of the above mentioned holidays fall during an employee's annual vacation he shall receive pay for the holiday.

Article No. 12 - Annual Holidays:

12.01 a) Each employee on completion of one (1) year's employment with the Company shall be granted three (3) weeks vacation with pay, payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee calculated from date of last vacation cut-off.

b) Employees who have completed nine (9) years of employment with the Company shall be granted four (4) weeks vacations

with pay, payment for such vacation shall be in the amount equal to eight per cent (8%) of the gross wages of the employee calculated from date of last vacation cut off.

c) Employees who have completed eighteen (18) years of employment with the Company shall be granted five (5) weeks vacation with pay, payment for such vacation shall be in the amount equal to ten per cent (10%) of the gross wages of the employee calculated from date of last vacation cut-off, this will be effective December 31, 1990.

12.02 Holidays shall be assigned according to Department with a ratio of no more than one (1) regular employee off on vacation for every four (4) regular persons employed in the Department. For the purpose of this Article Household Goods and Commercial shall be deemed to be Departments.

A vacation list shall be posted for each Department, the list shall be posted no later than February 15th each year. Preference for vacation periods shall be given to senior employees in each Department. The Company shall endeavour to grant vacations as requested by the employees. Prior to April 1st the Company representative and

the Shop Steward shall meet and review the holiday schedule and the finalized schedule shall thereupon be posted.

12.03 The time of vacation shall be fixed by the Company consistent with the efficient operation of the business. Preference of vacation shall be given to senior employees.

12.04 An employee laid off or leaving the Company before completion of a full year of service shall be entitled to a prorated vacation with pay computed on the same percentage of his gross earnings during the portion of the year worked.

Article No. 13 - Maintenance of Standards

13.01 The Company shall continue to maintain the Group Insurance Plan. The cost of the premiums will be shared as **follows**: Company to pay sixty percent (**60%**), employee to pay forty percent (**40%**). All employees will be notified not less than 30 days prior to any changes to the Group Insurance Plan.

13.02 Employees temporarily assigned to lower rated positions shall not have their rate reduced.

13.03 Employees temporarily assigned to higher rated positions for thirty (30) or more days shall receive the higher rate of pay, except those defined as charge hands.

13.04 After an employee has completed three (3) calendar months of employment, is listed **as** a regular employee and has joined the Company Health and Welfare Plan, or applied for coverage under the Plan and is qualified to become a participant of the Plan, the employee shall thereafter acquire **sick** leave at the rate of one (1) day per month to a maximum of twelve (12) days accumulated sick leave.

Paid sick leave shall be applied as follows:

When sick leave is taken in conjunction with the Company Health and Welfare Weekly Indemnity:

Pay for all days lost from the employee's regular work week up to the day that the weekly indemnity becomes payable.

When sick leave is taken when the employee **books** off due to valid sickness, in which event the Company may require the employee to present a Doctor's certificate to verify such illness, pay **as** follows:

For the first day of necessary absence from work: six (6) hours pay.

For the next consecutive days of necessary absence from work: eight (8) hours pay.

There shall be a maximum of five (5) consecutive days paid sick leave on any one occasion of sickness.

There shall be a maximum of twelve (12) days of sick leave pay in any calendar year.

Article No. 14 - Union Controversy

14.01 Employees shall make a good faith effort to perform their duties where a labour dispute exists. If the employee is unable to safely cross a picket line, or perform his duties, he shall contact his dispatcher. It shall not be a violation of this agreement or cause for discharge of any employee in the performance of his duties to refuse to cross a picket line if the steps listed above have been followed.

14.02 During the term of this Agreement there shall be no strike by the Union or any slow downs, work stoppages, and there shall be no lockout by the Company.

Article No. 15 - Dismissal

15.01 No employee shall be discharged except for just cause, and the Company shall give at least one (1) warning notice in writing, of the complaint against any such employee, for discourtesy to customers, abuse of equipment or any other cause considered sufficient by the Company. The Company shall give the Shop Steward a copy of the warning notice. No warning notice need be given to an employee if the cause for discharge is drinking on duty, theft, dishonesty, recklessness resulting in serious accident or violation of the criminal code.

15.02 Should any discharged employee feel that such dismissal is unjust he may apply for a hearing of his case through the grievance procedure within five (5) days of the date of his discharge. Should it be found that an error has been made, he shall be reinstated and reimbursed for all time lost. Such reimbursement to be less all monies earned during the period in question.

15.03 A driver suspended or discharged away from his home terminal shall receive transportation to his home terminal.

15.04 Overtime work shall be allocated, wherever possible, on the basis of seniority in a voluntary manner, provided the man is capable of doing the job, however, upon reaching the bottom of the seniority list with respect to seniority the employee shall be required to work the overtime.

Article No. 16 - Loss or Damage

16.01 Employees will not be charged for loss or damage except where clear proof of negligence is shown and if the employee concerned denies negligence he **shall** not be dismissed or laid-off for non-payment unless and until the question of his negligence has been decided by Arbitration.

Article No. 17 - Grievance Procedure

17.01 All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article unless otherwise expressly provided in this Agreement.

The procedure of such adjustment and settlement shall be as follows:

Step One: Any grievance of an employee shall first be taken up between such employee, in company with his steward if he so desires, and the Company Supervisor, Time limits to institute grievance:

Termination or lay-off - 5 days

All others -- 15 days

Such employee shall be entitled to representation by a steward or Representative of the Local Union.

Step Two: Failing settlement under Step One, such grievance shall be taken up between a Representative of the Local Union or a Shop Steward and the Supervisor. At this Step, the grievance shall be in writing and signed by the grieving party.

Step Three: Failing settlement under Step Two, such grievance, and any question, dispute or controversy that is not of a kind that is subject to Steps One and Two, such as a Company or Union grievance, shall be taken up, in written form, between the Secretary or other Bargaining Representative of the Local Union and the Company Manager.

Step Four: Failing settlement under Step Three, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Parties to hear both sides of the case. The Arbitrator's decision will be final

and binding. Failing to agree upon a neutral Arbitrator, the Minister of Labour, Government of Canada, will be requested to appoint a neutral Arbitrator whose decision will be final and binding. The cost of the Arbitrator will be borne equally by the Company and the Union.

Article No. 18 - Effective Date of Agreement

18.01 The terms and condition of this Agreement shall become effective on the 1st Day of January A.D., 1995 and any negotiated renewal shall take effect on the 31st day of December A.D., 1996.

Article No- 19 - Termination and Amendments

19.01 This Agreement shall remain in full force and effect as of the 1st day of January, A.D., 1995 and ~~continue in full force and effect through the 31st Day of December A.D., 1996~~ and from year to year thereafter except as hereinafter provided.

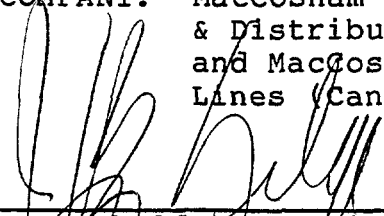
19.02 Either Party may terminate this Agreement on any anniversary date by notice in writing to the other

Party not less than ninety (90) days prior to such anniversary date.


19.03 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other Party not less than Ninety (90) days prior to the anniversary date of this Agreement.

SIGNED THIS 17 DAY OF May
1995, A.D.

FOR THE COMPANY: MacCosham Warehousing
& Distribution Ltd
and MacCosham Van
Lines (Canada)

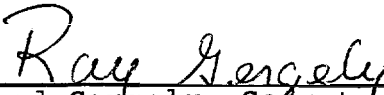


Manager, Household Goods Division



Manager, Commercial Storage Division

FOR THE UNION: Chauffeurs, Teamsters
& Helpers, Local Union
395, Chartered by
the International
Brotherhood of Teamsters.



Raymond Gergely, Secretary-Treasurer.

May 6, 1992.

Dale Michaluk, Manager, Household;
Les Gartner, Manager, Commercial,
MacCosham Warehousing and Distribution
Ltd. and MacCosham Van Lines (Canada),
P.O. BOX 1245,
Regina, Sask.,
S4P 3B8.

Dear Sirs:

Re: L.T.D. Plan

As of January 1, 1993, the L.T.D.
will be added to the Health & Welfare
Plan coverage being \$800.00 monthly.

Yours truly,

Ray Gergely,
Secretary-Treasurer.

May 6, 1992.

Mr. Dale Michaluk, Household Manager
Mr. Les Gartner, Commerical Manager,
Maccosham Warehousing and Distribution
Ltd., and Maccosham Van Lines (Canada)
P.O. box 1245,
Regina, Sask.,
S4P 3B8

Dear Sirs:

Re: Pension Plan

Effective June 1, 1992 the following
will apply to contributions toward
the employee's pension plan:

2% paid by employer

2% paid by employee

The Company pension plan is replacing
the deferred profit plan.

Yours truly,

Ray Gergely,
Secretary-Treasurer.