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COLLECTIVE AGREEMENT

(MAINTENANCE)

between

CONSOLIDATEDFASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

JAN 13 1 2006

Expiry Date: September 30, 2008

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ARTICLE 1 - PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

The Company does hereby recognize the Union as the exclusive bargaining agent for certain employees employed by the Company at all Company terminals within the jurisdiction of Local **938**. The Company and the Union agree that Teamsters Local Union **938** will have the sole bargaining rights within a seventy-five (75) mile radius of Metropolitan Toronto.

Section 1.2 - Scope of Bargaining Unit

The term "employee" shall mean all employees save and except supervisors, those above the rank of supervisors, office staff, stock room partsmen, security guards and office janitors. Stock room partsmen presently in the bargaining unit will remain in the bargaining unit.

Section 1.3 - Effective Date

The effective date of this Agreement shall be October **1, 2003** and the terms shall be from this date to September **30, 2008**.

Section 1.4 - Section Headings

The Section Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation of this Agreement.

ARTICLE 2 - UNION SECURITY

Section 2.1 - Maintenance of Membership

It is agreed that all Union members shall maintain their Union membership in good standing **for** the duration of this Agreement as a **condition** of employment.

Section 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay **on** the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

Section 2.3 - Initiation Fee Deductions

All employees hired shall as a condition of continued employment authorize the

Company to deduct the amount equal to the Local Union's Initiation Fees in instalments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

Section 2.4 (a) - Monthly Deduction of Union Dues

The Company agrees, for the duration of this Agreement, to deduct from the first pay cheque each month the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union. In the case of an employee on Workers' Compensation, the checkoff shall indicate that such employee is on W.S.I.B.

Section 2.4 (b) - Deduction of Arrears Items

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

Section 2.4 (c) - Checkoff Lists

The Union checkoff form may be:

- (i) a Union provided form;
- (ii) a Company provided form;
- (iii) a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation and ReInitiation Fees."

The Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

Section 2.4 (d) - Forms to be Signed by New Employees

The Union will supply the Company with **Initiation** Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms and Health & Welfare Enrolment Forms all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership Forms and Health & Welfare Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

Section 2.4 (e) - Scope of Union Dues Deductions

The Deduction of **Union** dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

Section 2.4 (f) - Submission of Checkoff

The checkoff and cheque for the Union dues deducted must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted.

Section 2.4 (g) - T4 Slips

The Company will show the yearly Union month dues deductions on employees' T4 slips.

Section 2.4 (h) - Reasons for not Deducting Dues

Commencing during the first (1st) year of this agreement, the Company agrees that employees who are off work due to sickness, injury and/or Workers' Compensation, shall not have Union dues, or initiation fees deducted from any general holiday payments.

ARTICLE 3 - MANAGEMENT FUNCTIONS

13.1 - Management Functions

The Union recognizes that the Company has the right to manage the business, to exercise all the prerogatives of management and without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations, and to hire and promote, except the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

Section 3.2 - Rights of Empl

The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4 - DISCRIMINATION

Section 4.1 - Charter of Rights and Freedoms

No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

Section 4.2 - Right of Access for Union Representatives

Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided they do not interfere with the normal operation of the Company.

ARTICLE 5 - INTENT AND PURPOSE

Section 5.1 - Intent and Purpose

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the Industry, to establish and maintain discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment which will render justice to all. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster good will and friendly relations and better understanding between the parties.

ARTICLE 6 - STEWARDS

§ 6.1 - Right of l to Appoint Stewards

The Company acknowledges the right of the Union to appoint one (1) steward for maintenance employees and, if the operations are such as cannot be covered by this steward, additional stewards may be appointed.

**Section 6.2 (a) - Pay for Processing Grievances
During Working Hours**

Wherever possible, grievances shall be processed during the normal working hours of the steward. A steward shall receive his regular rate of pay when

grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2 (b) - Pay for Processing Grievances
After Working Hours

If the Company representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2 (c) - Limitation in Payment of Steward

The provisions as outlined in Section 6.2 (b) are not subject to daily call-in guarantee as outlined in Section 22.3 (c), Section 23.2 (m) or Section 23.2 (n) or the overtime provisions as outlined in Section 22.2 (e), Section 22.3 (a) or Section 23.2 (g). In no case shall payment to the steward for time used in processing a grievance be extended beyond Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.2 (d) - Steward Duties

Should the Company find that a steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.3 - Names and Changes of Stewards

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

Section 6.4 - Suspension or Discharge of Steward

The Company will notify the Union by registered mail or facsimile prior to the suspension or discharge of a steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

Section 6.5 - Steward's Seniority for Work

For the purpose of layoff and the day to day allocation of work within his

department, the steward shall be established on the seniority list as the second man, but he shall not use the steward's seniority for the purpose of vacation preference, job bids, extra highway trips as they apply to the City Department or shift changes. In a department where there is more than one steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.

Section 6.6 -Work Sheets and Time Cards

For the purpose of processing specific grievances or disputes, business representatives and stewards shall have relevant work sheets, time cards and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within three (3) working days.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

Section 7.1 -What Constitutes a grievance

The grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration.

Section 7.2 - Grievance Procedure

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Section 7.2 (a) - Step I- Department Manager or Designate

By a conference between the aggrieved employee and the Department Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare, O.H.I.P. and R.R.S.P. premiums or the monies accruing from the cost of living allowance, where such premiums, contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of

Article 9. The grievor shall be accompanied by a Union Steward and if deemed necessary by the Union, he shall also be accompanied by a business representative of the Union.

Section 7.2 (b) - Step 2 - Operations Manager or Designate

Failing settlement at the above step, the Department Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the Operations Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The Operations Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

Section 7.2 (c) - Step 3 - Failure to Reach Settlement

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a Single Arbitrator as outlined below.

Section 7.3 - Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Single Arbitrator as outlined in Section 7.2 (c).

Section 7.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 7.5 - Procedure for Arbitration

It shall be the responsibility of the party desiring Arbitration to so inform the other party in writing in the case of:

- 1) an employee grievance within fourteen (14) calendar days after the General Manager or his designate has rendered a decision or failed to

render a decision as provided for in Section 7.2 (b);

- 2) a Company grievance within fourteen (14) calendar days after the meeting with the Union representative;
- 3) a Union grievance within fourteen (14) calendar days after the meeting with the Company's representative;
- 4) should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a Single Arbitrator as outlined below. Before submitting the grievance to arbitration, the dispute shall, if requested by the grieving party and in accordance with the procedures outlined in this Section, be brought to the attention of a Joint Grievance Committee established for this purpose by the Company and by the Local Unions. The Joint Grievance Committee will render a decision unless it is deadlocked which shall be final and binding and have the same judicial powers as a Single Arbitrator established under the following provisions. The Joint Grievance Committee shall be comprised of four (4) persons, two (2) of whom shall be selected from Management and two (2) from the Local Unions.

S 7.5(a) - Notice of Intent to Arbitrate

A notice of intent to arbitrate under the forgoing provision shall contain the name of the aggrieved party's proposed Arbitrator. Within seven (7) calendar days from the receipt of such notice of intent to arbitrate, the other party must either agree with the proposed Arbitrator or propose an alternative Arbitrator. If the parties fail to agree on the choice of an Arbitrator within a reasonable period of time, either party may request the Provincial or Federal Minister of Labour to appoint a single Arbitrator.

Section 7.6 - Powers of the Arbitrator

The Arbitrator shall not have the right to alter or change any provisions in the Agreement, or substitute any new provisions in this Agreement, or substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance than before the Arbitrator.

Section 7.7 - Expenses of Arbitrator

The parties will equally bear the fees and expenses of the Arbitrator.

Section 7.8 - I on for ent

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

Section 7.9 - Payment of Settled Monetary Grievance

All monetary grievances that are mutually agreed upon shall be paid the following pay period by separate cheque.

Section 7.10 - Right of Employee to be Accompanied by a Union Official

Any employee covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance shall be accompanied by a Steward or a Business Representative.

Section 7.11 - Right of Union When Grievances are Settled or Withdrawn

A grievance, once submitted in writing, shall not be withdrawn when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

ARTICLE 8 - STRIKES, LOCKOUTS AND PICKET LINES

Section 8.1 - Strikes and Lockouts

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

Section 8.2 - Picket Lines

The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.

Section 8.3 - Right of Company

The Union recognizes the right of the Company to protect its business and the property of its customers.

Section 8.4 - Notification

Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interest of the Company, its employees or the Union.

Section 5 - Meeting to Seek Resolution

In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 9 - SENIORITY

Section 9.1 - Terminal Seniority

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll except as outlined in Article 10. It is further agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any other department within the terminal. Maintenance employees will not be allowed to perform work within the scope of the City and Dock Departments.

Section 9.2 - Purpose of Seniority

The purpose of seniority is to provide a policy governing layoffs and recalls.

Section 9.2 (a)

In the event of a layoff, the Company shall consider:

- 1) the experience of an employee;
- 2) the seniority of the employee; where the qualifications in (1) are relatively equal, the employee's seniority shall be the determining factor. Company to post qualifications.

Section 9.2 (b) - Test to Determine Qualifications

In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.

Employees subject to layoff will be given a minimum of seventy-two (72) hours' notice (Saturdays, Sundays and General Holidays excluded) or pay in lieu thereof.

Section 9.3 - Posting of Seniority List

A seniority list containing the name and starting date of employees will be

prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for Stewards and Business Representatives. A seniority list containing names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

Section 9.4 - Probationary Period

Employees shall be considered probationary until placed on the seniority list. Once an employee has exceeded eight (8) hours in any one work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for thirty (30) calendar days, during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the thirtieth (30th) calendar day, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his probationary period.

Section 9.5 - Continuity of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of one hundred and eighty (180) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

Section 9.6 - Reasons for Termination of Employment

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

- a) if an employee voluntarily quits;
- b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of

notification to report for duty;

- d) if he takes employment other than that declared and agreed upon when applying for a leave of absence;
- e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days without a reasonable explanation;
- f) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.
- g) if an employee is laid off in excess of thirty (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request.

Section 9.7 - Leave of Absence 1

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing. However, in the event an employee has an immediate family member with a medical emergency, he will be granted a Leave of Absence upon request.

Section 9.8 - Provisions for Retention of Employee's Seniority During Sickness or Injury

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return work. However, an employee off work as set out above shall not by virtue of his absence, retain seniority over a senior employee who has been laid off.

Section 9.9 - Political Office

Any employee who is elected to a full time municipal, provincial or federal government office shall be granted a leave of absence in order to allow him to fulfil his elected duties.

ARTICLE 10 - COMPLETE OR PARTIAL CLOSURE OF GARAGE OR OPERATION AND ESTABLISHMENT OF NEW GARAGES

Section 10.1 - Complete Closure

In the event of a complete closure of a garage or other place of business where separate seniority is maintained and where the work is moved to another garage or garages under the jurisdiction of the Signatories to this Agreement, the Company will give the Union one hundred and twenty **(120)** days written notice of such closure. During this one hundred and twenty **(120)** day period, the Company will meet with the affected Unions to outline the reasons for the closure.

Where a closure is effected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the **garage(s)** to which the work is being moved. Any employee who is laid off as a result of the complete closure will be given one hundred and twenty **(120)** days notice of such layoff or pay in lieu thereof.

Where the closure of a garage is effected and no work is being moved, employees who are terminated will be provided with two **(2)** weeks' notice or pay in lieu, plus severance pay in the amount of two **(2)** days' pay for each full year of service.

Section 10.2 - Procedure for Partial Closure

In the event of a partial closure of a garage where this change of garage operations results in the reduction of employees in the department so affected, the following will apply:

- (a) a meeting shall be held thirty **(30)** days' prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the garage from which the work is being moved;
- (b) failing agreement under Section **10.2** (a), employees affected in the department shall have an opportunity of moving with the work or exercising their seniority within their own garage. If any of these employees elect to exercise their seniority and bump into other work within their own garage, then the available vacancies at the garage where the work is being moved to shall be posted for bid in accordance with their seniority, to those qualified employees in the garage from where the work is being moved;
- (c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- (d) any employee who is laid off as a result of the partial closure will be given thirty **(30)** days notice of such layoff or pay in lieu thereof;

- (e) any dispute arising under the above Sections shall be referred to Section 7.2 (c).

Section 10.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 10.1 or 10.2 will retain their seniority at the garage from which they have moved and, in the event the work is moved back to the original garage within twelve (12) months from the date of their original move, must return to their original garage. If such work is moved back to the original garage after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original garage.

Section 10.4 - Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Sections 10.1 or 10.2 for a period of two (2) months from the date of the move or until the date of the next annual job bid whichever comes first.

Section 10.5 - Dovetailing of Seniority for Employees Moving

Employees moving under the conditions of Section 10.1 or 10.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

10.6 - New Garage or Operation

In the event the Company establishes a new garage or operation at a different location within a town or city in which the Company already has a garage or operation, the Company and the Union will meet and establish procedures which will protect the seniority of employees at the original and new terminals. Such procedures will be reduced to writing.

Section 10.7 - Severance Pay

Three (3) days per year of service (other than just cause).

ARTICLE 11 - MERGERS

Section 11.1 - Mergers

If the Company acquires by way of purchase or in any other manner the business

or undertaking of any other Employer and such operations are merged the seniority of all active employees of the purchased Company will be endtailed including those employees who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the employees after the merger, layoff will commence at the bottom of the endtailed active seniority list, and such employees will remain on the active seniority list for the purpose of recall.

Section 1 - Seniority Dovetailed

In the event that any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees on layoff will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees preference will be given, subject to the recall provisions of Article 9, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article his original seniority will be dovetailed with the seniority of the active employees.

If the Company is acquired by way of purchase and such operations are merged, the seniority of all active employees will be dovetailed including those employees who are off work due to sickness or injury.

Section 11.3

In the event that the preceding Sections in the opinion of either Party fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by agreement between the successor Company and the Local Union or Unions concerned. If mutual agreement is not reached, the conditions outlined in Sections 11.1 and 11.2 will apply.

ARTICLE 12 - LEAVE OF ABSENCE FOR EMPLOYEES TO WORK WITH THE TEAMSTERS UNION

Section 12.1 - Leave of Absence for Employees To Work With the Teamsters Union

The Company agrees to grant to all present employees who are on leave of absence and all future employees of the Teamsters Union an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with their respective Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

ARTICLE 13 -EQUIPMENT

Section 13.1 - Vehicle Safety

It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.

Section 13.2 - Damage

Maintenance men will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management.

Section 13.3 - manuals

The Company will supply the necessary manuals for all equipment where available.

ARTICLE 14 - MEDICAL EXAMINATIONS

Section 14.1 - Provisions for Medicals

Any medical examination required by the Company and/or Federal legislation, or any medical examination required by Provincial legislation for the purpose of maintaining a driver's licence, shall be promptly complied with by all employees provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 14.2

When a medical examination is required by the Company the following conditions shall apply:

Section 14.2 (a) - Payment for Medicals Taken During Working Hours

If any employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and one (1) day's notice will be given the employee.

Section 14.2 (b) - Payment for Medicals Taken After Working Hours

If a medical examination is taken after working hours, the employee shall be paid three (3) hours pay and shall in such cases receive at least three (3) days notice prior to the appointment with the doctor.

Section 14.2 (c) - Report of Medicals

A report of the examination will be made available to the employee through the doctor designated by the employee.

Section 14.2 (d) - Medicals on Saturday

No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.

ii 14.2 (e) - Away from Home Medicals

In the event the Company elects to have the employee examined in another city which is not adjacent to his home community, he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

Section 14.2 (f) - Medical Requirements

Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers licences.

In the event that an employee loses his driver's licence as a result of the medical requirement applied by the Department of Transport, then he shall retain his terminal seniority for work preference and layoff.

Section 14.2 (g) - Clearance

Any employee cleared to return to work by his doctor and the Company doctor who has had to wait for the examination by the Company doctor shall be paid for all lost time to which he would be entitled.

ARTICLE 15 - COVERALLS

Section 15.1 - Coveralls

The Company shall supply and maintain adequate coveralls as needed, minimum four (4) changes per week. The Company will stock a supply of spare coveralls for the use of newly hired personnel and to cover replacements in the case of oil spills, etc.

ARTICLE 16 - EXTRA CONTRACT AGREEMENTS

Section 16.1 - Extra Contract Agreements

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.

ARTICLE 17 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

**Section 17.1 - Establishment of Rates for New Types
of Equipment or New Categories of Work**

When new types of equipment or categories of work, for which rates of pay are not established by the this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration and a single arbitrator shall be appointed within thirty (30) days of the date of failure to reach such an agreement and the rates determined shall apply from the first day the equipment or categories of work were put into use or effect.

ARTICLE 18 - BULLETIN BOARDS

Section 18.1 - Bulletin Boards

The Company to supply bulletin board enclosed with glass for Union postings, which shall be locked and Stewards and Business Representatives shall have keys.

ARTICLE 19 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT

Section 19.1 - Loss or Damage to Cargo or Equipment

Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.

ARTICLE 20 - GENERAL HOLIDAYS

Section 20.1 - General Holidays

The following paid holidays shall be granted with pay to all regular employees covered by this Agreement:

New Year's Day
Good Friday

Thanksgiving Day
Day Before Christmas

Victoria Day
Canada Day
Civic Holiday
Labour Day

Christmas Day
Boxing Day
New Year's Eve

Section 20.2 - Alternate Day

When one of the observed General Holidays falls on a Saturday or a Sunday, the day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined below.

Section 20.3 - Pay for General Holidays

All employees shall be paid eight (8) hours pay at the regular hourly rate providing:

- a) they have been in the employ of the Company thirty (30) calendar days;
- b) they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday.

Senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

Section 20.4 - General Holidays for Day Shift Employees

General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid at the appropriate overtime rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.

Section 20.5 - General Holidays for Night Shift Employees

All night shift employees shall enjoy General Holidays in line with the following conditions:

- a) all General Holidays falling on a day other than Monday, the night of the Holidays will be the General Holiday. Any hours worked between 6:00 am. the day of the Holiday and 6:00 am. the following morning shall be

paid at the appropriate overtime rate of pay in addition to the General Holiday pay;

- b) in the case of General Holidays falling on a Monday, employees whose work week commences on Sunday or prior to 6:00 a.m. Monday, Sunday shall be their General Holiday and their work week will then commence on Monday. Any hours worked between 6:00 a.m. Sunday and 6:00 a.m. Monday will be paid at the appropriate overtime rate of pay in addition to the General Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night;
- c) in the case of General Holidays falling on a Monday, employees whose work week commences on a Monday or prior to 6:00 a.m. Tuesday, Monday shall be their General Holiday and their work week will then commence on Tuesday. Any hours worked between 6:00 a.m. Monday and 6:00 a.m. Tuesday will be paid at the appropriate overtime rate of pay in addition to the General Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night;
- d) all employees who have worked **fifty per centum (50%)** or less of the previous twelve **(12)** Sunday night shifts or tours of duty will be classified as starting Monday night for the purpose of applying this clause.

Section 20.6 - General Holidays During Annual Vacation

Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.

Section 20.7 - Floating Holidays

Each regular employee will be entitled to one **(1)** Floating Holiday in accordance with Section **20.3**.

Such floating holiday shall be scheduled on a day that is mutually agreed upon between the Company and the employee.

ARTICLE 21 - VACATIONS WITH PAY

Section 21.1 - Vacation Pay for Employees with less than One Year's Employment

All employees with less than one **(1)** year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour

Standards Code as of July 1965 or any subsequent amendment thereto.

**Section 21.2 - Vacation for Employees with One (1)
Year of Employment**

Employees who have completed one (1) year of employment shall receive two (2) weeks vacation with pay.

**Section 21.3 - Vacation for Employees with Three (3)
Years of Employment**

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

**Section 21.4 - Vacation for Employees with Eight (8)
Years of Employment**

Employees who have completed eight (8) years of employment by November 30th in any year shall receive four (4) weeks vacation with pay; however, if an employee has not completed his eight (8) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his eighth (8th) anniversary date of employment.

**Section 21.5 - Vacation for Employees Ten (10)
Years Employment**

Employees who have completed ten (10) years of employment by November 30th in any year shall receive five (5) weeks vacation with pay; however, if an employee has not completed his ten (10) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his tenth (10th) anniversary date of employment.

**Section 21.5 (a) - Vacation for Employees with Twenty
(20) Years of Employment**

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

Section 21.6 - Amount of Vacation Pay

Vacation pay for those enjoying two (2) weeks vacation, three (3) weeks vacation, four (4) weeks vacation, five (5) weeks vacation and six (6) weeks vacation with pay annually, shall be calculated at four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) and twelve per centum (12%) respectively of their total earnings for the year previous to their vacation.

Section 21.7 - Vacation Pay for Employees
Terminating Employment

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

Section 21.8 - Vacation Pay for Regular Employees
on Short Time

Vacation pay will be computed at the rate of two per centum (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours pay per week of vacation provided he has worked fifty per centum (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

Section 21 - ti Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so.

It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year. Summer vacation period shall be June, July, August, September and October inclusive.

- a) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation period. However, **if** after all employees have selected their vacation weeks and there are weeks still available, the employee will have the option based on seniority to **fill** those weeks.
- b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st. In the event an employee has not worked fifty per cent (50%) of the time (days), he shall not be compelled to take full vacation. He may take vacation time to match his accrual of the previous year. It shall be at the employee's discretion. Time served will be rounded off to the next full week.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called in to work.
- e) The Company will supply on June 1st to all employees a listing of vacation pay entitlements.
- f) Vacation pay will be paid for matching vacation time.
- g) In the second pay period of July, at the employees request, all outstanding vacation monies will be paid out as one lump sum.

Employees interested must make this request within fourteen (14) days after receiving the vacation pay entitlement listing which will be provided by June 1st of each year.

Section 21.10 - Separate Cheque for Vacation Pay

All monies paid for Vacation shall be paid by separate cheque.

Section 21.11 - Entitlement

Vacation pay entitlement will be shown on pay stubs.

ARTICLE 22 - ALLOCATION AND HOURS OF WORK

Section 22.1 - Preference for First Five (5) Days

Senior personnel shall have the preference to work on the first five (5) consecutive days of the week to the extent that it is consistent with the following conditions:

Section 22.1 (1) - Start of Work Week

The work week may commence on Sunday.

Section 22.1 (2) - Saturday and Sunday Work

All work performed after 8:00 a.m. Saturday and prior to 8:00 p.m. on Sunday shall be paid at time and one-half (1½) times the regular rate of pay.

Section 22.2 (a) - Overtime Pay

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours. All hours worked at the hourly rate in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at time and one-half (1½) times the regular rate of pay.

Section 22.2 (b) - Allocation of Overtime Work

Where the Company has shift overtime work to be performed, such work shall be allocated to qualified personnel who normally perform the work in the following manner:

- 1) to the senior available driver on duty who is willing to perform such work;
- 2) where no one is available under (1) or in the event additional employees are required, overtime will be offered on the basis of seniority to employees on the next available shift who are willing to perform the work.
- 3) when no one is available under (1) or (2) or in the event additional personnel are required, off duty employees will be called in order of seniority provided they are willing to perform the work.

On a regular shift which ends on Saturday, the hours of shift overtime which may be made available to employees under (1) shall not exceed four (4) hours of overtime times the number of employees on such shift who accept such overtime when asked. There shall be no cause for a Saturday call-in grievance if the shift overtime of any one (1) employee exceeds four (4) hours, provided the overall limitation is not exceeded.

Section 22.2 (c) - Call-In Guarantee

Employees covered by this Agreement called in for work shall be guaranteed not less than eight (8) hours' pay at the regular rate of pay. On Saturday the

guarantee shall be four **(4)** hours at time and one-half (1%) times the employee's regular rate.

Section 22.2 (d) - Call-Back Guarantee

All call-backs which will require employees to work over eight (8) hours in twenty-four **(24)** hours shall be paid for at the rate of time and one-half the employee's regular rate of pay. There shall be a minimum call-back guarantee of four **(4)** hours pay and the employee shall not be required to perform any work in addition to the emergency work for which he was recalled. A call-back will be defined as any call to work that is not in concert with Section **25.2**.

**Section 22.2 (e) - Overtime In a Week in Which
a General Holiday Occurs**

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays in accordance with Section **20.3**. All time paid for employees called on a General Holiday shall be paid at time and one-half **(1%)** times the regular rate, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 22.2 (f) - Allocation of Saturday Work

On Saturday operations, the Company shall assign the work available to employees in accordance with their departmental seniority giving preference according to seniority and qualifications.

ARTICLE 23 - OUTSIDE WORK

Section 23.1 - Outside Work

The Company will not have work done by an outside garage which is normally done by the maintenance personnel except when employees or equipment required are not available or damaged equipment is directed to an outside garage by an insurance company.

ARTICLE 24 - ANNUAL SHIFT BIDS

Section 24.1 - Annual Shift Bids

In March of each year, all employees will be allowed to bid on shifts in accordance with seniority and qualifications and within their respective classifications. The Company reserves the right to insure that it has a nucleus of **qualified** personnel on each shift.

ARTICLE 25 - JOB OPENINGS

Section 25.1 - Job

Where a job opening occurs within the Maintenance Department, the job will go up for bid and providing the experience, skill of the employees bidding are relatively equal, seniority will be the determining factor.

Section 25.2 - Bidding on Starting Times and/or Shifts

A Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of his previous shift. All hours worked by an employee prior to his regular starting time will be paid at the rate of time and one (1%) the regular rate of pay.

Seniority shall prevail as to starting times and/or shifts as set out by the Company. The Union recognizes the Company must have a nucleus of experienced men on each shift where necessary. In the event the Company improperly starts a junior employee on a shift ahead of a senior employee, the Company shall compensate the senior employee, an amount of money equal to the difference between the two starting times which shall be at the regular rate providing the employee works the assigned shift.

ARTICLE 26 - SENIORITY

Section 26.1 - Supervisory Personnel

All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement. When Supervisors or foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

Section 26.2 - Lead Hands and Rates of Pay

A "Lead Hand" shall be defined as a person who may perform work and direct the work of other employees within the maintenance department only and he shall be a Union member. He shall not have the authority to hire, fire or penalize. When a Lead Hand is required to perform overtime work, he shall only enjoy work preference according to his seniority and qualifications as described in Article 9 and he shall not suffer the loss of the Lead Hand premium. A Lead Hand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his Company's seniority regardless of qualifications.

When Lead Hands are to be appointed by management, a bid will be posted and the Lead Hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of management to make the final selection provided that, when qualifications are equal, the senior man will be given the preference.

It is understood that the differential in wages for Lead Hands will be a minimum of fifty cents (50¢) per hour in excess of his classification rate.

Section 26.3 - Notice of Appointment

When Lead Hands are appointed, a notice to that effect will be posted by the Company.

ARTICLE 27 - PAY PERIOD

Section 2 - Pay Period Interval

The interval between pay days shall be no longer than two (2) weeks, and in the event that the Company changes from a one (1) week pay period to a two (2) week pay period, three (3) clear months notice shall be given by the Company. Advances shall be made to employees upon request to assist during the adjustment period and such adjustment period shall not exceed three (3) months.

All exchange costs on cheques to be paid for by the Company. At the time that an employee receives his pay cheque, the Company shall not retain possession of more than one (1) week's accrued wages except by agreement of the employees expressed, if necessary, by a majority vote of the employees affected.

Section 27.2 - Issuance of Pay Cheques Prior to Saturdays or General Holidays

The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall have at least one (1) banking day prior to a Saturday or a General Holiday.

Section 27.3 - Pay for Night Shift Employees

Night shift employees will receive their pay cheques prior to the completion of their last scheduled shift and in accordance with Section 27.2. This shall mean they will receive their pay cheques no later than the end of their shift which commences on Thursday. In a week where a General Holiday falls on a Friday, they will receive their pay cheques no later than the end of their shift which commences on Wednesday.

Section 27.4 - Shortages

Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of **fifty** dollars (\$50.00) will be paid immediately.

ARTICLE 28 - STUDENTS

Section 28.1 - Students During Summer Months

Bona **fide** students may be hired on a full time basis for the summer months, May 1st to September 30th, and shall receive an hourly rate of pay as specified by "Appendix "A". They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of this Agreement shall apply. They shall not interfere with seniority rights and job conditions of full-time employees. The Company shall indicate on the checkoff form if such an employee is a student.

ARTICLE 29 - ~~II~~ EI

Section 29.1 (a) - Definition

Part-time employees shall be defined as persons who are employed by the Company to supplement the normal work force and they shall perform such work on terminal premises only.

Section 29.1 (b) - Deduction of Dues

The Company shall deduct from all part-time employees from their first pay, and each month thereafter, an amount equal to the Union dues and such monies shall be forwarded to the appropriate Local Union as **outlined** in Article 2 together with a list which shall show the names of part-time employees for whom the dues are remitted and the number of hours worked by such part-time employees on an individual basis.

Section 29. (c) - Limitation on Hours

Where the hours worked by a part-time employee exceed four (4) hours in any one (1) day or eight (8) hours in any one ~~(1)~~ calendar week the Company will, upon receipt of a grievance, pay to the senior employee who files such grievance who would have been available to perform such work, an amount equal to the time worked by the part-time employee in excess of the daily or weekly limitation.

Where the hours of work of a part-time employee exceed eight (8) hours in any one (1) calendar week, such person shall be considered a probationary employee and the conditions of this Agreement shall then apply.

The Company agrees not to use back to back shifts of part-time employees in place of regular employees and nothing in this Article will be used to defeat the hiring of regular employees providing such are available.

Section 29.1 (d) - Laid Off Regular Employees

Laid off regular employees shall be given the first opportunity for part-time work and they will be entitled to the daily call-in guarantee.

Section 29.1 (e) - Regulation of New or Additional Part-time Employees

The Company agrees that where new or additional part-time employees are required, the Company will contact the Local Union. In the event the Local Union is unable to supply qualified persons, the Company shall obtain such help from any available source.

Section 29.1 (f) - Rates of Pay

A part-time employee, excluding a laid off regular employee, shall receive an hourly rate of pay as set out in Appendix "A" and are entitled to the grievance procedure.

Section 29.1 (g) - Preference of Regular Employees

Part-time employees shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.

Section 29.1 (h) - Part-time Employees Not to Deprive Hiring of Regular Employees

Where the Local Union establishes that part-time employees are being used where a regular employee could be gainfully employed, the Company shall replace part-time employees with one or more regular probationary employees.

Section 29.1 (i) - Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Part-time employees' time cards and/or the hours worked by each part-time employee by calendar week, recorded on the terminal control sheet, will be made available upon request from the steward and/or Business Representative of the Local Union.

Section 29.1 (i) - M: List of Part-time Employees

The Company shall supply the Local Union(s) with a list of all part-time employees on a monthly basis.

Section 29.1 (k) - Amendments

The terms of this Article may be varied by written agreement between the Company.

Section 29.2 – Verification of Certificate

It is agreed that all apprentices shall receive the skilled rate after the Company has received verification of his certificate of qualification.

ARTICLE 30 - APPRENTICES

Section 30.1 - Coverage for Apprentices

All apprentices shall be subject to the terms of this Agreement.

Section 30.2 - Rates of Pay

The following minimum pay conditions shall apply:

For the first period of apprenticeship 80% of semi-skilled rate;

For the second period of apprenticeship 85% of semi-skilled rate;

For the third period of apprenticeship 90% of semi-skilled rate;

Fourth and fifth period apprenticeship semi-skilled rate or in accordance with the Apprenticeship Act whichever is the greater.

Section 30.3 - P: Benefits While at School

The Company agrees to pay all benefits for any apprenticeship while attending school.

Section 30.4 - Rate of Pay While at School

Apprentices will be paid the difference between their normal pay and the Government grant while attending school. Limited to one (1) tour of each required course under the Apprenticeship program.

Section 30.5 - Rate of Pay After Completion of Apprenticeship

It is agreed that all apprentices shall receive the skilled rate after the Company has received verification of his certificate of qualification.

ARTICLE 31 - SHOP CONDITIONS

Section 31.1 - Exhaust Systems

Maintenance shops will be provided with adequate exhaust systems that will remove exhaust fumes and welding fumes.

Section 31.2 - Safety

The Company agrees to keep air compressors and battery chargers away from the work area.

ARTICLE 32 - TOOLS

Section 32.1 - Tools

All tools of 3/4" drive and over and all special tools including but not limited to meters and/or digital tac service computers, flashlights and batteries required for the job shall be supplied by the Company but subject to Company requirements and approval.

Section 32.2 - Tool Allowance

Employees who report for work in any week and who are required to provide tools, will be paid a tool allowance of ten dollars (\$10.00) per week, payable in the pay for the first pay period commencing after January 1st and July 1st. If the Company does not pay the tool allowance to an employee, the Company will be required to supply all necessary tools to the employee. Any employee severing his employment shall receive his tool allowance on a prorated basis.

Where metric tools are required in the course of a maintenance employee's work, the Company must meet with the Union to negotiate equitable compensation for the cost involved.

Section 32.3 - Insurance

The Company will provide insurance coverage for loss of mechanics' tools taken from the Company's premises in the case of a proven burglary. The premiums shall be borne by the Company and claims paid to the mechanic in the case of a loss of his tools. Coverage will also be provided for loss due to fire.

In order to claim under this clause the mechanic must have filed annually an inventory of his tools with the Company.

Section 32.4 - Training

Where the Company requires training on unfamiliar tools or equipment, a mechanic will be paid for all such training at the appropriate rate of pay.

ARTICLE 33 - CLASSIFICATION OF PERSONNEL

Section 33.1 - Classification of Maintenance Personnel

It is agreed that the following shall be used as a guide in the classification of personnel under this Agreement.

33.2 - Unskilled Work

Washers, sweepers, gasmen and scaldmen.

Section 33.3 - Semi-skilled Work

The specific category of the semi-skilled group is outlined below:

Rough Carpentry, Regular Painting - including patching and rough work, recoating and ground coating shall be classified as semi-skilled.

Greasing.

Tiremen.

Tarpaulin Repair Work - men engaged in the repair of tarpaulins will be classified in the semi-skilled group.

Semi-skilled Mechanic - whose job is assisting the skilled mechanic in the garage will also fall in the semi-skilled classification.

Section 33.4 - Skilled Work No. 2

This work shall include such work as the repair and rebuilding of the trailer frame and all work below the frame including detachable undercarriage (Bogie).

Employees primarily engaged in the metal repairing and rebuilding of trailer or van bodies shall also be included in this classification.

Section 33.5 - Skilled Work No. 1

It should be noted that in making all these classifications, the work to be performed is that which is being classified and not the skill of the particular employee applying for work.

It was agreed that the repairing and rebuilding of transmissions, differentials, and motors, along with all ignition and carburation, fuel systems, ~~front-end~~ rebuilding and wheel alignment work shall be classified as skilled work.

It was also agreed that the Company will not likely require more than one (1) skilled painter, capable of doing complete cab painting or finished painting work. It was also agreed that a skilled painter is a man who is capable of, and is required to do refinishing from the metal up, with the exception of lettering.

All welding will be classified skilled. It was further agreed that the preparation for, and vulcanizing of tire casings will also be classified as skilled work. It is also agreed that employees responsible for making a complete tarpaulin out of new or used material or engaging in the rebuilding and upholstering of truck seats will be ~~classified~~ as skilled. The carpenter who is responsible for the layout of the work will also be classified as a skilled workman. It is agreed that any employee not indentured as an apprentice who is required to do the same work as a skilled mechanic and who has served at least five (5) years performing such work as is necessary and outlined under the Apprenticeship Act as included in the training of mechanics, and subject to his not choosing another occupation, shall receive the rate for skilled mechanics as outlined in this Agreement.

ARTICLE 34 - HEALTH AND WELFARE

Section 34.1 - O.H.I.P.

The Company agrees to pay the cost of the basic coverage provided by the Ontario Health Insurance Plan (OHIP). To be eligible for payment an employee must:

- (a) have been in the employ of the Company for thirty (30) calendar days;
- (b) have not been laid off for a period longer than thirty (30) calendar days;
- (c) have not been absent from work due to sickness or injury for a period longer than six (6) months;
- (d) have not been absent from work due to Workers' Compensation for a period longer than twelve (12) months.

In the event that O.H.I.P. is discontinued by the Provincial Government, the Company agrees to continue to contribute an amount equivalent to the O.H.I.P. premium as at the time of discontinuance to the appropriate Local Union Health and Welfare Plan, provided the Local Union Health and Welfare Plan is required to replace reasonably equivalent OHIP benefits.

Section 34.2 - Health and Welfare Plan

The Company shall contribute four hundred and seventy-five dollars (\$475.00) per month for each employee covered by this Agreement (unless otherwise specified) to the Local Union Health & Welfare Plan during year one (1) and upon ratification. Increases as follows:

| | | | |
|--------|-----------------|------|----------|
| Year 2 | October 1, 2004 | (2%) | \$484.50 |
| Year 3 | October 1, 2005 | (2%) | \$494.19 |
| Year 4 | October 1, 2006 | (3%) | \$509.02 |
| Year 5 | October 1, 2007 | (3%) | \$524.29 |

ARTICLE 35 - R.R.S.P. PLAN

i. 35 - Contributions and Administration

Commencing on the first (1st) day of each month the Company shall contribute an amount per month, in accordance with the following schedule, for each employee covered by this Agreement who has been on the payroll for more than thirty (30) calendar days and who has reported for work at least one (1) day in the month.

The R.R.S.P. Plan shall be administered by a Trust Company or any other agency that is legally entitled to perform such administration in the Province of Ontario.

The Company shall supply each employee with an annual accounting of the contributions made on their behalf.

Schedule of Contributions to be paid by the Company:

- a) effective October 1, 2003 -- \$495.00/mo.
- b) effective October 1, 2004 -- \$510.00/mo.
- c) effective October 1, 2005 -- \$525.00/mo.
- d) effective October 1, 2006 -- \$540.00/mo.
- e) effective October 1, 2007 -- \$555.00/mo.

Increases to be retroactive

Section 2 - Canada Pension

It is further agreed that the Canada Pension Plan will be in addition to the R.R.S.P. Plan.

ARTICLE 36 - CREDIT UNIONS

Section 36.1 - Deductions for Recognized Credit Unions

Any employee who wishes to have a payroll deduction made and remitted to a Credit Union must have such remittance made to the Credit Union according to the wishes of the majority of the employees at the terminal involved.

Section 36.2 - Procedure for Employees Belonging to Two (2) Credit Unions

Any employee who is employed where there has been no established Credit Union must join the Credit Union which is the choice of the majority of the employees in the terminal where he is employed in order to have payroll deductions made on his behalf. In the event that an employee belongs to more than one Credit Union, he must make any additional remittances to other than the one specified on his own behalf.

Section 36.3 - Former Practices

Any former Credit Union practices which have been established prior to the signing of this Agreement will be maintained by the Company for the employees.

ARTICLE 37 - COST OF LIVING ALLOWANCE

Section 37.1 - Scope

All regular employees on the seniority list shall be entitled to the Cost of Living Allowance as set forth in this Article.

Section 37.2 - Index

The amount of the Cost of Living Allowance as set forth in this Article shall be determined through the use of the Consumer Price Index for Canada (1981 = 100), hereinafter referred to as the "Index". Continuance of this Cost of Living Allowance shall be contingent upon the availability of the Index in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the Index for September 1997 unless otherwise mutually agreed upon by the parties.

Section 37.3 - First (1st) Year

If during the first (1st) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2003 and the Index figure for each month up to and including September 2004 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable in May and November in the pay for the pay period during which the Index was released.

Section 37.4 - Second (2nd) Year

If during the second (2nd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2004 and the Index figure for each month up to and including September 2005 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM the beginning of the first pay period following the first (1st) day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable in May and November in the pay for the pay period during which the Index was released.

Section 37.5 - Third (3rd) Year

If during the third (3rd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2005 and the Index figure for each month up to and including September 2006 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per

centum (5%) AND will be payable in May and November in the pay for the pay period during which the Index was released.

Section 37.6 - Fourth (4th) Year

If during the fourth (4th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2006 and the Index figure for each month up to and including September 2007 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable in May and November in the pay for the pay period during which the Index was released.

Section 37.7 - Fifth (5th) Year

If during the fifth (5th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2007 and the Index figure for each month up to and including September 2008 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (10¢) per hour for all hours actually worked FROM beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable in May and November in the pay for the pay period during which the Index was released.

Section 6 - C of Living Allowance Fold-In

- (a) effective October 1st, 2003, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section 37.3 of the new Collective Agreements during each month up to and including September 2003 will be determined by calculating the sum of the rates during such month and dividing this amount by twelve (12). Such average rate will then be added to the regular hourly rate.
- (b) effective October 1st, 2004, the average of the hourly Cost of Living

Allowance rates which were paid pursuant to Section **37.4 of** the new Collective Agreements during each month up to and including September **2004** will be determined by calculating the sum **of** the rates during each such month and dividing this amount by twelve **(12)**. Such average rate will then be added to the regular hourly rate.

- (c)** effective October **1st, 2005**, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section **37.5 of** the new Collective Agreements during each month up to and including September **2005** will be determined by calculating the sum **of** the rates during such month and dividing this amount by twelve **(12)**. Such average rate will then be added to the regular hourly rate.
- (d)** effective October **1st, 2006**, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section **37.6 of** the new Collective Agreements during each month up to and including September **2006** will be determined by calculating the sum of the rates during each such month and dividing this amount by twelve **(12)**. Such average rate will then be added to the regular hourly rate.
- (e)** effective October **1st, 2007**, the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section **37.7 of** the new Collective Agreements during each month up to and including September **2007** will be determined by calculating the sum **of** the rates during such month and dividing this amount by twelve **(12)**. Such average rate will then be added to the regular hourly rate.

ARTICLE 38 - GENERAL

Section 38.1 - Moving Allowance

The Company agrees to bear the cost of moving the furniture and other personal belongings of any employees transferred at the Company's request to another branch of the Company.

Section 38.2 - Time Clocks

If the Company employs in its service five (5) or more people, it shall have a time clock which shall be accessible to employees. An employee will have access to his current time card on request.

Section 38.3 - Time Off To Vote

Personnel shall be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statute.

Section 38.4 - Bereavement Pay

In the event of a death in the immediate family (father, mother, spouse, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law) an employee will be given the necessary time off and will be paid three (3) days' pay (hourly rated employees are to receive eight (8) hours' pay per day) at the regular rate of pay providing that the period between the day of the death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

Section 38.5 - Jury Duty Pay

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay eight (8) hours pay per day at the regular rate of pay, less the amount of jury duty or crown witness pay received.

Section 38.6 - Personal Injury

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury (hourly rated employees are to receive eight (8) hours' pay) providing he is not receiving Compensation pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitates the need, and in minor cases the Company shall also supply suitable transportation to the above mentioned services and thence to the employee's residence.

Section 38.7 - Invalidating Legislation

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto the relative Section only of this Agreement shall be nullified.

Section 38.8 - Lunch Rooms and Washrooms

The Company agrees to provide and maintain clean, sanitary and adequate appointments with respect to lunch rooms and washrooms and all rooms will be provided with fire exits as required by law and adequate heat.

Section 38.9 - Lockers

The Company will supply individual lockers for all employees in the maintenance

department.

Section 38.10 - Company Meetings

Employees covered by this Agreement called in for work and Company meetings shall be guaranteed not less than eight (8) hours pay. On Saturday, the guarantee shall be four (4) hours at time and one-half (1½) the regular hourly rate.

Section 38.11 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned, the number of overtime hours worked and the amount earned and any amount remitted on the employee's behalf for Pension purposes. If the Company is supplying presently additional information over that listed above, it will continue to do so. If the Company changes a time card or work report, the Company agrees to notify the employee in writing of such changes as soon as possible and no later than by pay day.

Section 38.12 (a) - Pay for Training

Where an employee is required to work on new types of equipment which requires further training, he shall be paid the appropriate hourly rate for all time involved.

Section 38.12 (b)

Training to be provided on newer equipment already purchased or may be purchased or leased in the future.

Section 38.13 - Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing, and their pay will be mailed by registered mail to their last known address within **twenty-four** (24) hours (Saturdays, Sundays and General Holidays excluded) from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing to them paid not later than the following pay day.

Section 38.14 - Parking Facilities

The Company will provide adequate parking facilities for all employees at all new terminals and where parking facilities are presently being provided they will be **maintained**.

Section 38.15 - Noise Pollution

The Company agrees that maintenance employees will not be compelled to operate equipment which creates a noise level in excess of that which is permitted by applicable Government regulations. In the event of excessive noise levels, appropriate ear protection will be made available upon request.

Section 38.16 - Appendices

Appendices "A" to "C" inclusive shall form part of this Agreement.

Section 38.17 - Washing Facilities and Supplies

The Company agrees to supply and maintain washing facilities, including hot water, soap, hand cleaner and towels, at terminals where maintenance personnel are employed.

Section 38.18 - Rain Wear

Raincoats, waterproof pants, lined rubber boots, and hats will be made available to all Maintenance employees required to work outside in inclement weather. No employee shall be compelled to wear hard hats, boots or safety glasses that have been used by other persons unless these items have been properly sterilized. Where necessary, the Company will supply proper safety strips for parkas or safety vests, however, employees who have bid and regularly perform yard work will be provided with individual protective rainwear.

Section 38.19 (a) - Service Calls

All service calls will be handled by the vehicle maintenance employees whenever possible.

Section 38.19 (b) - Meal Allowance for Road Calls

In the event a maintenance man on a road call is away from the terminal prior to or at the conclusion of his day's work when he would be normally coming on or going off duty for two (2) hours or more, he shall be paid a minimum of five dollars (\$5.00) as a meal allowance.

Section 38.20 - Coffee Breaks

All employees will be allowed a fifteen (15) minute coffee break in the first half shift and in the second half shift without loss of pay, and an additional coffee break shall be allowed to all employees who are requested to work overtime at the end of their regular shift before the commencement of overtime and every

two (2) hours thereafter.

Section 38.21 - Openings on Dynamometers

It is agreed that licensed mechanics will be allowed to bid on future openings for dynamometer operators.

38.22 - Hazardous Material

The Company agrees that employees employed in handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, safety glasses, welding glasses, welding shields and welding screens, etc.) to protect the employee's person. Where an employee must, because of his work wear prescription safety glasses, the Company agrees to pay a maximum of fifty dollars (\$50.00) towards the cost. The Company shall pay for all safety equipment that is required by law or Company policy.

Section 38.23 - Meal Period

An employee shall not take more than one (1) continuous hour for meals, however, should the taking of a full hour for meals cause a delay in operations, the Company may require the employee to take no less than thirty (30) minutes. This shall not preclude the Union and the Company from mutually agreeing that the regular lunch period shall be thirty (30) minutes. The lunch period shall be no later than halfway through the shift except where mutually agreed.

38.24 - Work Outside Job Classification

No employee shall be compelled to perform work which does not come within the scope of his job classification such as repairs to electric doors, electric motors or electric hoists.

38.25 - Unsafe and Unfamiliar

The employer shall not require a person to lift, carry or move anything so heavy or in a manner as to be likely to endanger his safety or the safety of any other person.

Section 38.25 (a) - Safety Committee

In the event that a Safety Committee is required by applicable Federal or Provincial legislation, the Company will establish such a Committee and pay participating employees at the regular hourly rate of pay for the time required.

If Safety Committee meetings are scheduled more than two (2) hours before

regular starting time, the employee will be paid an extra one (1) hour travel time to the meeting and one (1) hour travelling time from the meeting.

Section 38.26 - Wiping Cloths

An adequate supply of wiping cloths will be made available for all Maintenance employees.

Section 38.27 – Safety Boots

The Company agrees to pay each employee the sum of \$125 per year payable the 3rd week in March by separate cheque. Anyone who enters the shop area must wear Safety Boots or Metal Toe Clips.

Section 38.28

The Company agrees to supply each regular employee required to work outside in inclement weather with a parka subject to the following conditions:

- a) the Company will be responsible for the reasonable cleaning of these garments as required;
- b) the replacement of these parkas will be subject to reasonable considerations concerning wear and tear of the garments on an individual basis.

Section 38.29 – Gloves & Footwear

The Company agrees to supply each regular employee required to work outside in inclement weather with good quality gloves and winter safety footwear which will be replaced as necessary.

Section 38.30 – Maintenance of Leased Equipment

All leased equipment will be maintained by the vehicle maintenance employees except that which is covered by warranty.

Section 38.31 – D.O.T. Safety Station Licence

The Company will make every effort to obtain a D.O.T. Safety Station Licence to stop outside involvement in repairs to Company equipment. Exceptions will be done only if mutually agreed upon by the Company and the Union.

ARTICLE 39 - MAINTENANCE OF STANDARDS

Section 39.1 - Maintenance of Standards

It is agreed between the Signatories to this Agreement that area or operational practices enjoyed by any Local Union and/or Company will be maintained unless otherwise mutually agreed. If a dispute arises, either party may elect to process a grievance through the normal Grievance Procedure.

ARTICLE 40 - DURATION

Section. 40. - Duration

The term of this Agreement shall be from October 1, 2003 to September 30, 2008. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

DATED at Woodbridge, this 13 day of OCT, 2005.

FOR THE COMPANY

L. Weiss
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

APPENDIX "A"

RATES OF PAY

(a) **Skilled Classification No. 1**

Effective October 1, 2003

\$24.73 per hour for a probationary period of sixty (60) days
\$24.83 per hour thereafter

Effective October 1, 2004

\$25.22 per hour for a probationary period of sixty (60) days
\$25.32 per hour thereafter

Effective October 1, 2005

\$25.72 per hour for a probationary period of sixty (60) days
\$25.82 per hour thereafter

Effective October 1, 2006

\$26.23 per hour for a probationary period of sixty (60) days
\$26.33 per hour thereafter

Effective October 1, 2007

\$26.75 per hour for a probationary period of sixty (60) days
\$26.85 per hour thereafter

*[No employees in categories (b), (c), (d), (e) and (f)
at the time of negotiations.]*

(b) **Skilled Classification No. 2**

Effective October 1, 2003

\$23.00 per hour for a probationary period of sixty (60) days
\$23.06 per hour thereafter

Effective October 1, 2004

\$23.46 per hour for a Probationary period of sixty **(60)** days
\$23.52 per hour thereafter

Effective October 1, 2005

\$23.93 per hour for a probationary period of sixty (60) days
\$23.99 per hour thereafter

Effective October 1, 2006

\$24.41 per hour for a probationary period of sixty **(60)** days
\$24.47 per hour thereafter

Effective October 1, 2007

\$24.90 per hour for a probationary period of sixty **(60)** days
\$24.96 per hour thereafter

(c) Semi-Annual Classification:

Effective October 1, 2003

\$22.51 per hour for a probationary period of sixty **(60)** days
\$22.56 per hour thereafter

Effective October 1, 2004

\$22.96 per hour for a probationary period of sixty **(60)** days
\$23.01 per hour thereafter

Effective October 1, 2005

\$23.42 per hour for a probationary period of sixty **(60)** days
\$23.47 per hour thereafter

Effective October 1, 2006

\$23.89 per hour for a probationary period of sixty **(60)** days
\$23.94 per hour thereafter

Effective October 1, 2007

\$24.37 per hour for a probationary period of sixty (60) days
\$24.42 per hour thereafter

(d) Unskilled Classification

Effective October 1, 2003

\$22.43 per hour for a probationary period of sixty (60) days
\$22.46 per hour thereafter

Effective October 1, 2004

\$22.88 per hour for a probationary period of sixty (60) days
\$22.91 per hour thereafter

Effective October 1, 2005

\$23.34 per hour for a probationary period of sixty (60) days
\$23.37 per hour thereafter

Effective October 1, 2006

\$23.81 per hour for a probationary period of sixty (60) days
\$23.84 per hour thereafter

Effective October 1, 2007

\$24.29 per hour for a probationary period of sixty (60) days
\$24.32 per hour thereafter

Shift Premium

The Company agrees to pay a premium of **fifty cents (50¢)** per hour over the employee's regular hourly rates of pay for all hours worked between the hours of **7:00 p.m.** and **3:00 am.**

Retroactivity

All monetary items to be retroactive to **October 1, 2003** and will be paid within thirty (**30**) days of ratification date. Payment of wages will be **on** a separate cheque.

(e) Casual and Part-time Rates

Effective October 1, 2003

Part-time and casual (excluding a laid off regular employee) shall receive an hourly rate of pay that is \$1.50 per hour less than the appropriate rate of pay set out above in Appendix "A". Such help are not otherwise covered by the terms of this Agreement.

(f) Students

Effective October 1, 1997

\$12.00/hr.

SAFETY BONUS

In the 2nd pay period in October, the company agrees to pay a bonus of \$200 (Two Hundred Dollars) by separate cheque annually to each employee that has had no lost time due to injury.

APPENDIX "B"

RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after one (1) year.

Nothing in these Rules and Regulations shall deprive the employee of the right to challenge a penalty through the regular Grievance Procedure. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal **By-Laws** shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company.

Any employee requested to sign for the receipt of an incident report may be accompanied by a steward.

All penalties and reprimands must be issued to the employee within **seventy-two** (72) hours (Saturdays, Sundays and General Holidays excluded) from the time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

Suspended employees shall be allowed to remain on the job without loss of pay unless and until the suspension is sustained under the grievance procedure. The Union agrees it will not unreasonably delay the processing of such cases. The foregoing does not apply to cases of discharge.

Section 1 - Passengers

Section 1 (a)

No driver shall be permitted to allow anyone except employees of the Company who are on duty or other transport drivers broken down on the highway to ride in his truck except by written authorization of the Company.

Section 2 - Accidents

Section 2 (a)

Accidents for which the employee is at fault or for which his action or lack of action is a contributory factor, will result in **disciplinary** action which may range from reprimand to dismissal according to the seriousness of the accident, the

degree of negligence or carelessness and/or frequency of accidents. However, the driver will be absolved of blame if the accident is proven to be caused by mechanical failure, and the Company will then be responsible for wages and expenses if the driver involved is required to appear in court relating to the accident.

Section 2 (b)

Suspension for the investigation of an accident shall not exceed five (5) days (Saturdays, Sundays and General Holidays excluded). Employees shall be paid for all lost time during said investigation period should it be found that they were not at fault.

Section 2 (c)

Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the employee being subject to dismissal.

Section 2 (d)

Employees involved in accidents will be notified in writing by the Company whether the accident was a chargeable or a non-chargeable accident within thirty (30) days after the last day of the month in which the accident occurred.

Section 3 - Equipment

Section 3 (a)

Failure to report defects in garage equipment.

- 1st offence - one (1) day off
- 2nd offence - three (3) days off
- Subsequent offenses - subject to dismissal

Section 3 (b)

Unauthorized use of Company owned motor vehicles:

- 1st offence - reprimand to three (3) days off
- 2nd offence - subject to dismissal

Section 3 (c)

Faulty repair work for which the employee is clearly at fault or for which his action or lack of action is a definite factor, may result in disciplinary action which

may range from reprimand to dismissal according to the seriousness, the degree of negligence or carelessness and the frequency of the incidents.

Section 4 - Conduct and _____ I

Section 4 (a)

Consuming intoxicants or illegal stimulants while on duty or on the Company's property.

1st offence - subject to dismissal

Section 4 (b)

Reporting for duty while under the influence of an intoxicant or an illegal stimulant:

1st offence - reprimand to one (1) week off

2nd offence - subject to dismissal

Section 4 (c)

Theft or wilful damage:

1st offence - subject to dismissal

Section 4 (d)

Failure to obey instructions of authorized personnel (names of persons in authority will be posted):

1st offence - reprimand

2nd offence - one (1) day off

3rd offence - three (3) days off

4th offence - subject to dismissal

Section 4 (e)

Deliberate disobedience of orders of authorized personnel:

1st offence - subject to dismissal

Section 4 (f)

An employee will not be discharged due to loss of his driver's licence. The Union

and the Company will meet to discuss movement to alternate work, but no other employee will be laid off due to such move and the employee moving shall be placed at the bottom of the departmental seniority list for work preference and layoff. If the employee regains his licence prior to job bid time, he will revert to his former position.

Section 5 - Reports

Section 5 (a)

Falsification of time cards or other Company records:

1st offence - subject to dismissal

Section 6 - Driving Behaviour

Section 6 (a)

Driving at speeds in excess of Government posted speed limits but not to exceed sixty (60) miles per hour:

1st offence - reprimand
2nd offence - one (1) day off
3rd offence - three (3) days off
4th offence - subject to dismissal

Section 7 - Attendance

Section 7 (a)

Failure to notify the Company not more than one (1) hour after regular starting time when unable to report for duty with a reasonable explanation:

1st offence - reprimand
2nd offence - reprimand
3rd offence - subject to dismissal

Section 7 (b)

Reporting late for work without a reasonable explanation:

1st offence - reprimand
2nd offence - one (1) day off
3rd offence - three (3) days off
4th offence - subject to dismissal

LETTER OF UNDERSTANDING #1

MAINTENANCE

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

The Company agrees that when emission testing is required, said repairs and testing on company owned equipment will be performed by bargaining unit members.

DATED at Woodbridge, **this 13.** day of *Oct*, 2005.

FOR THE COMPANY

L. Weiss
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

LETTER OF UNDERSTANDING #2

MAINTENANCE

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

The Company agrees to maintain a mechanical shop and its employees for the duration of the Collective Agreement.

DATED at Woodbridge, this 13 day of Oct, 2005.

FOR THE COMPANY

L. W. S.
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING#3

MAINTENANCE

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

Absent from work for 10% or more of the workable days in any calendar month:

- First Offence ... will result in reprimand
- Second Offence ... will result in one (1) day suspension
- Third Offence ... will result in three (3) day suspension
- Fourth Offence ... will result in a one (1) week suspension
- Fifth Offence ... subject to dismissal

The only authorized absenteeism will be absenteeism supported by a Doctor's Note, or while employee is receiving Weekly Indemnity or Worker's Compensation benefits, or off with permission.

DATED at Woodbridge, this 13 day of Oct, 2005.

FOR THE COMPANY

L. W. S.
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

LETTER OF UNDERSTANDING #4

MAINTENANCE

between

CONSOLIDATED FASTFRATE INC.
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

Retirement Policy

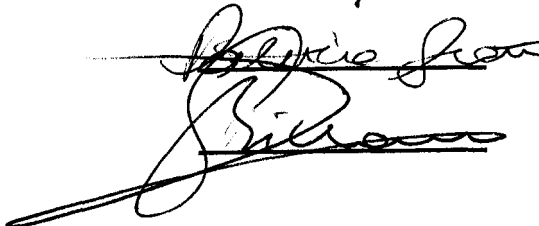
Retirement from the company is mandatory during the year in which an employee reaches the age of 65. At the employee's option, the last day of work may be any one of the following:

- a) The employee's 65th birthday.
- b) The last day of the month during which the employee turns 65.
- c) The last day of the year during which the employee turns 65.

DATED at Woodbridge, this 13 day of Oct, 2005.

FOR THE COMPANY

L. W. S.



FOR THE UNION

