

COLLECTIVE AGREEMENT

(ADMINISTRATIVE & SUPERVISORY PERSONNEL)

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")

Expiry Date: September 30, 2003

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
1	Preamble and Recognition	1
2	Union Security	1
3	Management Functions	3
4	Discrimination	4
5	Stewards	5
6	Grievance Procedure and Arbitration	5
7	Strikes, Lockouts and Picket Lines	9
8	Seniority	9
9	Complete or Partial Closure of Terminal(s) or Operations & Establishment of Terminals ...and/or Mergers	12
10	Medical Examinations	14
11	Extra Contract Agreements	15
12	New Types of Equipment & Categories of Work	15
13	Bulletin Boards	15
14	General Holidays	15
15	Vacations with Pay	17
16	Allocation and Hours of Work	20
17	Job Openings	22
18	Pay Period	21
19	Vacation Replacement Employees	23
20	Health and Welfare	23
21	R.R.S.P.	24
22	Credit Unions	25

I N D E X (Continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
23	Cost of Living Allowance	25
24	General	27
25	Transfer of Operational Rights	30
26	Maintenance of Standards	30
27	Duration	30
Appendix "A"	Rates of Pay	32
Appendix "B"	Rules and Regulations	33
Appendix "C"	Hours of Work	36

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.

Section 1.2 - Scope of Bargaining Unit

The term 'employee' shall mean all Dock Supervisors, Dock/Driver Personnel, Coordinators, Supervisors, Maintenance, ~~visc~~ **Driver Supervisors**, Dispatch Call Takers, ~~ordination~~ Clerks, ~~age~~ Clerks, ~~uber~~ and ~~Helpers~~, ~~Shift~~ ~~Dispatch Supervisors~~, persons above the rank of shift ~~and~~ ~~supervisor~~, office ~~sales staff and~~ ~~s~~ covered by ~~existing~~ ~~labor~~ agreements.

Section 1.3 - Effective Date

It is further agreed that the effective date of this ~~Agreement~~ shall be ~~October 1, 2000 and shall remain in effect from this date to September 30, 2001.~~

Section 1.4 • 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. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry, to provide a grievance procedure for the resolution of all disputes which may arise between them and to foster goodwill and friendly relations and better understanding between the parties.

Section 1.5

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 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 - I Fee Deduction

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 Deductions of Union Dues

The Company agrees, for the duration of this Agreement, to deduct from the last 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 sewed 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.

Se 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 Re-Initiation 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 and 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 and 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

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 monthly dues deductions on employees' T4 slips.

Section 2.4 (h)

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

Section 3.1 - 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 to 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.

ti 3.2 • Rights of Employees

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

ARTICLE 4 • DISCRIMINATION

1 4.1 • Canadian 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 • STEWARDS

Section 5.1

The employer recognizes the right of the Union to appoint one steward and, if operations are such as cannot be covered by one steward, additional stewards may be appointed. It shall be the steward's duty to process grievances as outlined in the terms of this agreement. His/her duty as steward shall in no way conflict with his/her other duties.

Section 5.2(a) • Pay for Processing Grievance
During Working Hours

Wherever possible, grievances shall be processed during the normal working hours of the steward. A steward shall receive his regular hourly 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 5.2(b) • Pay for Grievances Outside 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 hourly 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 5.2(c) • Limitation in Payment of Steward

The provisions as outlined in Section 5.2(b) are not subject to daily call-in guarantee as outlined in Section 16.3(c) or the overtime provisions as outlined in Section 16.2(e) or Section 16.3(a). 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 6.2(b).

Section 5.2(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 6.2(b).

Section 5.3 • 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 5.4 • 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 5.5 • 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 person on his shift, but he shall not use the steward's seniority for the purpose of vacation preference, job bids, 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 5.6 • Access to Work Reports etc.

For the purpose of processing specific grievances or disputes, Business Representatives and stewards shall have relevant work reports, 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.

Section 6.1 -What Constitutes a Grievance

A 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 6.2 - i Procedure

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

Section 6.2(a) - Step 1 - Shift Supervisor or Designate

By a conference between the aggrieved employee and the Shift Supervisor 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, **R.R.S.P., E.H.T.** 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 8. 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.

6.2 (1) - Step 2 - Manager r Designate

Failing settlement at the above step, the Shift Supervisor 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 6.2 (c) - Step 3

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be **submitted** to an Arbitration Board as outlined below.

Section 6.3 - 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 - Ontario 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 Board of Arbitration as outlined in Article 6.

Section 6.4 - 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 6.2(b).

Section 6.5 - 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, Ontario or his designate has rendered a decision or failed to render a decision as provided for in Section 6.2(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 an Arbitration Board 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 the ~~Ontario Provincial Grievance Panel~~ established for this purpose by the Union. **The Ontario Provincial Grievance Panel** will render a decision unless it is deadlocked which shall be final and binding and have the same judicial powers as a **Board of Arbitration established** under the following provisions. ~~The Ontario Provincial Grievance Panel~~ shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Union.

Section 6.5 (a)

A notice of intent to arbitrate under Section 6.5 shall contain the name of the aggrieved party's nominee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within the required seven (7) calendar days or should the nominees fail to select a Chairman within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Provincial or Federal Minister of Labour to make the appropriate appointment.

Section 6.6 - Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter or change any provisions in this 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 Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

Section 6.7 - Expenses of Board Members

Each of the parties hereto will bear the expense of their nominees to the Board of Arbitration and the parties will equally bear the fees and the expenses of the Chairman.

Section 6.8 - Responsibility for Payment

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

ti 6.9 - Payment of Settled Grievances

All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

Section 6.10 - 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, upon request, be accompanied by a Steward or a Business Representative.

Section 6.11 - 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 7 - STRIKES, LOCKOUTS AND PICKET LINES

Section 7.1 - 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 7.2 - Picket Lines

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

Section 7.3

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

Section 7.4

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 interests of the Company, its employees or the Union.

Section 7.5

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 8 - SENIORITY

Section 8.1

The purpose of seniority is to provide a policy governing layoffs and recall. Seniority shall be terminal wide. The employer shall prepare a terminal seniority list (including classifications). One copy of the list shall be furnished to the Union and one copy shall be posted in a conspicuous place at the terminal. Employees hired after the signing of this agreement shall be placed on the seniority list after the completion of a sixty (60) calendar day probationary period. Not to be integrated with any other bargaining unit or group within the terminal.

Section 8.2

In short term layoffs, those being a duration of sixty (60) days or less, the employer shall consider the seniority of the employees within their **job** classification and their ability and qualifications to perform the work required. If the ability and qualifications expressed above are relatively equal, then seniority shall be the determining factor. During short term layoffs, there is no obligation on the Company's part to provide an employee with any training.

In long term layoffs, those being a duration of more than sixty (60) days, the employer shall consider the seniority of the employee within the bargaining unit and their ability and qualifications to perform the work required. The Company will allow a period of sixty (60) days in which they will provide appropriate training in order to allow the **senior-most** employee the opportunity to perform the duties of another position within the bargaining unit for which their seniority allows.

When an employee is to be recalled after layoff, the employer shall notify such employee by registered mail sent to the last address given to the employer by the employee. The employee shall report back to work no later than seven (7) calendar days after notification by registered mail addressed to their last known address.

Unless the employer otherwise agrees in writing to a further period of time, failure of employees to comply with the above conditions is cause for their immediate termination from employment as provided in Section 8.5(c).

Section 8.3

In filling a job vacancy, the employer shall consider the seniority of the employees within the terminal and their **skill**, ability and qualifications to perform the work required. If their skill, ability and qualifications expressed above are equal, then seniority will be the determining factor. The Company shall post all job openings.

Section 8.4

A leave of absence will not be granted until a request for same is submitted in writing to both the Union and the Company and mutually agreed. The request must set out the purpose and proposed time period of the leave of absence.

It is understood that maternity leave of absence shall be granted in compliance with the Canada Labour Code.

Section 8.5

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

- a) If the employee voluntarily quits;

- b) If the employee is discharged and is not reinstated pursuant to the conditions of the complaint and grievance procedure as provided in this agreement;

(NOTE: The discharge of a probationary employee shall not be subject to the grievance procedure).

- 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 an employee overstays a vacation or a leave of absence granted by the employer without securing an extension in writing of such vacation or leave of absence;
- e) If an employee accepts employment other than that agreed upon between the employer and the Union while on leave of absence, or engages in any other activity other than for what the leave of absence was granted;
- f) If an employee is absent from work for more than three (3) consecutive shifts without prior authorization from the employer, without a reason acceptable to the employer or due to circumstances beyond the employee's control;

(NOTE: *It* is agreed that seniority shall not be lost hereunder If an employee is absent due to bona fide illness or *injury* provided the employer is notified as soon as possible and *such* illness or injury is properly medically documented, The employee shall *notify the* employer when *he/she* is able to return to work).

- g) **If** an employee is **laid-off** for a period in excess of twenty-four (24) consecutive months.

Section 8.6

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.

ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) OR OPERATIONS AND ESTABLISHMENT OF NEW TERMINALS AND/OR MERGERS

Section 9.1 - Complete Closure

In the event of a complete closure of a terminal or other place of business where separate seniority is maintained and where the work is moved to another terminal or terminals under the jurisdiction of the Signatories to this Agreement, the Company will give the Union sixty (60) days written notice of such closure. During this sixty (60) day period, the Company will meet with the Union 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, ability and qualifications to move to the terminal to which the work is being moved. Any employee who is laid off as a result of the complete closure will be given sixty (60) days' notice of such layoff or pay in lieu thereof.

Section 9.2 - Procedure for Partial Closure

In the event of a partial closure of a terminal's operations as a result of the work being moved to another terminal(s), and which results in the reduction of employees in the bargaining unit 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 Union in an effort to reach a satisfactory agreement for all concerned in the bargaining unit from which the work is being moved;
- b) it must be clearly established that there is a movement of work in order for the above provisions to apply;
- c) 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;
- d) any dispute arising under the above Sections shall be immediately referred to Arbitration as outlined in Article 6.

9.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 9.1 or 9.2 will retain their seniority at the terminal from which they have moved and, in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal 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 terminal.

Section 9.4 - 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 9.1 or 9.2 for a period of three (3) months from the date of the move or until the date of the next annual job bid whichever comes first.

Section 9.5 - Dovetailing of Seniority for Employees Moving

Persons moving under the conditions of Sections 9.1 or 9.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

Section 9.6 - New Terminal or Operation

In the event the Company establishes a new terminal or operation at a different location within a town or city in which the Company already has a terminal 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 9.7 - 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 entailed 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 entailed active seniority list, and such employees will remain on the active seniority list for the purpose of recall.

Section 9.8

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 9.9

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 9.7 and 9.8 will apply.

9.10 – Severance Pay

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

ARTICLE 10 - MEDICAL EXAMINATIONS

Section 10.1 - Provisions for Medicals

Any medical examination required by the Company and/or Federal legislation, or any medical examination required by Provincial legislation 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 10.2

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

Section 10.2 (a) - Pay 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 10.2 (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 at straight time hourly rates and shall in such cases receive at least three (3) days' notice prior to the appointment with the doctor.

Section 10.2 (c) - Report of Medicals

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

Section 10.2 (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.

Section 10.2 (e) - Away from Home

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 10.2 (f)

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 11 - EXTRA CONTRACT AGREEMENTS

Section 11.1 - 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 12 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 12.1 - 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 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 Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

ARTICLE 13 - BULLETIN BOARDS

Section 13.1 - Bulletin Boards

The Company agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

ARTICLE 14 - GENERAL HOLIDAYS

Section 14.1 - G Holidays

The following General Holidays will be observed:

Thanksgiving Day
Christmas Day

Day Before Christmas
Boxing Day

New Year's Eve
Good Friday
Labour Day
Civic Holiday

New Year's Day
Victoria Day
Canada Day

Section 14.2 - 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 1 - Pay for General Holidays

All employees shall be paid eight (8) hours pay at the regular hourly rate for the above-mentioned holidays, providing:

- a) they have been in the employ of the Company ninety (90) 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;
- d) 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 14.4 - 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 time and one-half (1 1/2) their regular hourly 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 14.5 - General Holidays for Night Shift Employees

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

- a) all Holidays falling on a day other than Monday, the night of the Holiday will be the General Holiday. Any hours worked between 6:00 a.m. the day of the Holiday and 6:00 am. the following morning shall be paid at time and one-half (1 1/2) the regular hourly rate of pay in addition to the General Holiday pay;

- b) in the case of 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 am. Sunday and 6:00 a.m. Monday will be paid at time and one-half (1 1/2) the regular hourly 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 Holidays falling on a Monday, employees whose work week commences on a Monday or prior to 6:00 am. Tuesday, Monday shall be their General Holiday and their work week will then commence on Tuesday. Any hours worked between 6:00 am. Monday and 6:00 am. Tuesday will be paid at time and one-half (1 1/2) the regular hourly 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 14.6 - Holidays During Annual ~~iti~~

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. It shall be the employee's choice whether he/she takes the day off the following week.

Section 14.7 - Floating Holidays

Commencing September 1, 1996, and in each of the following contract years thereafter, each regular employee will be granted one (1) floating holiday for their birthday in accordance with Section 14.3 of this Agreement.

ARTICLE 15 - VACATIONS WITH PAY

Section 15.1 - Vacation Pay for Employees with Less Than One (1) 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 15.2 - 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 15.3 - Vacation for Employees With
Three (3) Years' 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 15.4 - Vacation for Employees With
Eight (8) Years 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 15.5 (a) - Vacation for Employees With
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' employment when taking his vacation the pay for the fifth (5th) week shall be delayed until his tenth (10th) anniversary date of employment.

**Section 15.5 (b) - Vacation for Employees With
Twenty (20) Years 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' employment when taking his vacation the pay for the sixth (6th) week shall be delayed until his twentieth (20th) anniversary date of employment.

Section 16 - Amount of Vacation Pay

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

Section 16 - Va Pay for Employees Terminating Employment

Employees who have qualified for two (2), three (3), four (4) or five (5) weeks' vacation and who sever or have severed their employment after they have become qualified for two (2), three (3), four (4) or five (5) 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%) or ten per centum (10%) respectively of their earnings since the termination of their last computed vacation pay.

Section 15.8 • Vacation pay for Regular Employees or Short T

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 15.9 • Vacation 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 as long as there is no more than one employee from each classification on vacation at one time. 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.
- b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called into work.

- e) Vacation pay will be paid for matching vacation time.
- f) In the second pay period of July, at the employee's 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.
- g) When taking first week of holidays, an employee is entitled upon request all vacation monies year to date.

Section 15.10 - Separate Cheque for Vacation Pay

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

ARTICLE 16 -ALLOCATION AND HOURS OF WORK

Section 16.1 - Allocation of Work

The Company shall have the authority to allocate the work to personnel having due regard to seniority, ability and qualifications, and where ability and qualifications are relatively equal, seniority shall be the determining factor.

It shall be at the Company's sole and absolute discretion to determine if an employee meets its requirements for ability and qualifications in a given position within the bargaining unit.

Section 16.2 (a) - Bidding on Starting Times and/or Shifts

Seniority shall prevail as to starting times and/or shifts as set out by the Company.

Section 16.2 (b) - 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:

- 1) the work week may commence on Sunday;
- 2) all work performed after 8:00 am. Saturday and prior to 8:00 p.m. on Sunday shall be paid at one and one-half (1½) times the regular hourly rate of pay.

Section 16.2 :) - Coffee Breaks

All employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half shift.

When an employee is specifically requested to work overtime, he will be given a

coffee break not to exceed fifteen (15) minutes without loss of pay before such overtime commences.

Section 16.2 (d) - Notice of Layoff

All employees will be notified by the end of their shift if they are not required to work their following shift(s) or they will receive eight (8) hours' pay in lieu thereof.

Section 16.2 (e) - Lunch Hour

Employees shall not take more than one (1) continuous hour for meals; however, should the taking of a full continuous hour for meals cause additional waiting time, the Company may request the employee to take not less than thirty (30) minutes. No employee shall be compelled to take more than one (1) continuous hour for meals and the meal period shall be between the fourth (4th) and sixth (6th) hours.

Section 16.3 (a) - Normal Work Day

The normal work day shall be as outlined in Appendix "C". All hours worked at the rate in excess of those outlined in Appendix "C" shall be paid at one and one-half (1½) times the regular hourly rate.

Section 16.3 (b) - Call-In Guarantee

Employees covered by this Agreement called in for work 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 16.3 (c) - Call-Back e

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 (1 1/2) the employees' regular hourly rate of pay. There shall be a minimum call-back guarantee of four (4) hours' pay at time and one-half (1½) the regular hourly rate.

A call-back will be defined as any call to work that is not in concert with Section 16.2 (e) and does not include those employees whose shifts are changed.

Section 16.3 (d) - Overtime in a Holiday Week

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 as outlined in Section 14.3. All time paid for employees called in on a General Holiday shall be paid at one and one-half (1½) times the regular hourly rate but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 16.3 (e) - 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, ability and qualifications.

ARTICLE 17 -JOB OPENINGS

Section 17.1 (a) - Job Openings

When job openings occur in any classification coming within the scope of this Agreement, such openings will be posted on the bulletin board for seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) and the employees in the classification affected shall have the first opportunity of bidding on such job openings and retaining their seniority.

ARTICLE 18 - PAY PERIOD

Section 18.1 - 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 or statement, 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 18.2 - Issuance of Pay Cheques, etc.

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

Section 18.3 - Pay for Night Shift Employees

Night shift workers will receive their pay cheques or statements prior to the completion of their last scheduled shift and in accordance with Section 18.2. This shall mean they will receive their pay cheques or statements 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 or statements no later than the end of their shift which commences on Wednesday.

Section 18.4 - 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 19 –CASUAL HELP

Section 19.1

A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual ~~or~~ a supplementary casual. Casuals shall not have seniority status and shall not be discriminated against for future employment.

Replacement casuals may be utilized by the Employer only to replace regular employees when such regular employees are off due to illness, vacation or other absences.

Supplement casuals may be used to supplement the regular work force as provided for herein:

- a) Supplement casuals may be used over and above the bid compliment for a total of eighty (80) hours per calendar month;
- b) If the Company uses supplemental casuals In excess of that which is provided in part (a) above, the employer will add one (1) probationary employee for each eighty (80) hours violation;
- c) A monthly list of all casual employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall include:
 - 1) the name and address of each casual and the monthly dues;
 - 2) the Social Insurance Number of the casual;
 - 3) the hours worked by the casual;
 - 4) whether the casual worked as a replacement or supplemental.

ARTICLE 20 • HEALTH AND WELFARE

Section 20.1 - Employers Health Tax (EHT)

The Company agrees to pay the cost of the basic coverage provided by the Employers Health Tax (EHT). 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.

Section 20.2

Any changes negotiated in the Health and Welfare Article during the Drivers and Dock Agreement will be applied to this Agreement.

Section 20.3 Health and Welfare Plan

The Company agrees to maintain a Health and Welfare Plan.

Section 20.4 – Penalty Provisions

Where the Company fails to submit a premium in accordance with the above mentioned clause, the Company shall be notified by the Union by registered mail to the General Manager of its failure to do so. Failure to comply with the Health and Welfare provisions within fourteen (14) days of receipt of such notification, the Company will assume responsibility for all medical costs and benefits as provided for by the Health and Welfare policy then in effect for each employee for which a premium has not been paid. The Company will comply with all provincial and federal legislation having any effect on the Health and Welfare premiums, only.

Section 20.5

The above mentioned penalty provisions will not apply where the Company fails to submit a premium or premiums because of a clerical omission or error.

ARTICLE 21 - R.R.S.P.

Section 21.1 - Contributions and

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. The annual contribution amount will be reflected on each employee's T4 form.

Schedule of Contributions to be paid by the Company:

<u>Group Classification</u>	<u>Oct. 1/00</u>	<u>Oct. 1/01</u>	<u>Oct. 1/02</u>
Groups 1 - 2	\$372.00	\$384.00	\$396.00
Groups 3 - 9	\$215.00	\$230.00	\$245.00

Section 21.2 - Canada Pension Plan

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

ARTICLE 22 - CREDIT UNIONS

Section 22.1

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 22.2

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 22.3

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 23 - COST OF LIVING ALLOWANCE

Section 23.1 - Scope

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

Section 23.2 - Index

The amount of the Cost of Living Allowance asset 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 **1996** unless otherwise mutually agreed upon by the parties.

Section 23.3 - 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, **1996** and the Index figure for each month up to and including September **1997** 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 23.4 - 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 **1997** and the Index figure for each month up to and including September **1998** 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 23.5 - 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 **1998** and the Index figure for each month up to and including September **1999** 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 23.6 - Cost of Living Allowance Fold-In

- (a) effective September **1996** the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section **23.3** of the new Collective Agreements during each month up to and including August **1997** 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;
- (b) effective September **1997** the average of the hourly Cost of Living Allowance rates which were paid pursuant to Section **23.4** of the new Collective Agreements during each month up to and including August **1998** 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.

ARTICLE 24 - GENERAL

Section 24.1 - Moving Allowance

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

Section 24.2 - Time Clocks

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

Section 24.3 - Time Off To Vote

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

ti 24.4 - 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 to attend the funeral and will be paid three (**3**) days pay (employees are to

receive eight (8) hours pay per day) at the regular hourly 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 24.5 - 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 hourly rate of pay for employees, less the amount of jury duty or crown witness pay received.

Section 24.6 - Personal Injuries

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid one (1) day's pay for the day of his injury (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 24.7 - 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 24.8 - 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 be provided with fire exits as required by law and adequate heat.

Section 24.9 - Company Meetings

The Company shall pay the regular hourly rates to all employees compelled to attend Company meetings.

Section 24.10 - 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 and the amount earned and any amount remitted on the employee's behalf for R.R.S.P. purposes. If the Company is supplying presently, additional information over and above 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 change as soon as possible and no later than by pay day.

Section 24.11 - Pay for Training

Where the Company or legislation requires an employee to take further training, the employee will be paid for all time spent in training.

Section 24.12 - 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 them paid not later than the following pay day.

Section 24.13 - 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.

The Company will provide and maintain parking facilities for all employees at all terminals.

Section 24.14 - Appendices

Appendices "A", "B" and "C" inclusive, form part of this Agreement.

Section 24.15 - Receipts

Where requested, employees must be given dated receipts immediately upon turning money into the Company.

Section 24.16 - Bonding

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within **thirty (30)** days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed **thirty (30)** days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess

premium is to be paid by the employee.

Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause for discharge.

If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond.

§ 24.17 - Safety Committee

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

ARTICLE 25 - TRANSFER OF OPERATIONAL RIGHTS

Section 25.1

The Company agrees that if it sells or transfers to a subsidiary Company or a new Company established within the framework of the same corporate entity any license, right to operate or operating authority, which has been granted to it for the purpose of moving goods or commodities anywhere within the jurisdiction of the Local Union signatory to this Agreement, the following conditions will apply.

- (a) employees of the Company will not be laid off as a direct result of the aforementioned transfer or sale;
- (b) the subsidiary or new Company to which the sale or transfer is made will recognize the appropriate Local Union(s) as the bargaining agent for employees of the subsidiary or new Company.

ARTICLE 26 - MAINTENANCE OF STANDARDS

Section 26.1

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 27 - DURATION

Section 27.1

The term of this Agreement shall be from October 1, **2000** to September 30, **2003**. This Agreement shall be binding upon the parties hereto, their successors,

administrators, executors and assigns.

DATED at Woodbridge this.....26.....day of.....OCTOBER.....2001.

FOR THE COMPANY

L. Weiss.

FOR THE UNION

[Signature]

APPENDIX " A

RATES OF PAY

Section A

<u>Classifications</u>	<u>Oct. 1/00</u>	<u>Oct. 1/01</u>	<u>Oct 1/02</u>
Dock Foreman	\$22.50/hr.	\$23.06/hr.	\$23.64/hr.
Driver Supervisor	\$19.98/hr.	\$20.48/hr.	\$20.99/hr.
Coordinator Supervisor	\$17.99/hr.	\$18.44/hr.	\$18.90/hr.
Maintenance Supervisor	\$24.34/hr.	\$24.95/hr.	\$25.57/hr.
Maintenance Helper	\$18.36/hr.	\$18.82/hr.	\$19.29/hr.
Dock/Driver Personnel	\$17.53/hr.	\$17.97/hr.	\$18.42/hr.
Coordination Clerk	\$12.67/hr.	\$12.99/hr.	\$13.31/hr.
Call Taker/Garage Clerk	\$11.61/hr.	\$11.90/hr.	\$12.20/hr.
Cuber	\$10.44/hr.	\$10.70/hr.	\$10.97/hr.

All increases (wages, RRSPs and benefits) retroactive to October 1, 2000.

APPENDIX "B"

RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after two (2) years.

Nothing in these Rules and Regulations shall deprive the employees 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.

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 infractions 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 in 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 in cases of discharge.

Section 1

Unauthorized use of Company motor vehicles:

1st offence • reprimand to three (3) days off

2nd offence • subject to dismissal

Section 2 • Conduct and Behaviour

Section 2 (a)

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

1st offence • subject to dismissal

Section 2(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 2(c)

Theft or wilful damage:

1st offence • subject to dismissal

Section 2(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 2(e)

Deliberate disobedience of orders of authorized personnel:

1st offence • subject to dismissal

Section 3 • Reports

Section 3 (a)

Deliberate falsification of time cards or other Company documentation.

1st offence • subject to dismissal


Section 4 • Attendance

Section 4(a)

Absence from work without a reasonable explanation

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

Section 4(b)

Failure to notify the Company of intent to be absent from work at least one  hour

before the regular starting time unless there is a reasonable explanation for such failure:

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

Section 4(c)

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

Section 4(d)

Failure to report or respond appropriately to mechanical defects in equipment, if known:

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

APPENDIX "C"

HOURS OF WORK

The normal work week shall be as follows:

<u>Classification</u>	<u>Hours per day</u>	<u>Hours per week</u>
Dock Foreman	9.5	47
Driver Supervisor	9	45
Co-ordination Supervisor	9	45
Maintenance Supervisor	8	40
Maintenance Helpers	8	40
Dock/Driver Personnel	8	40
Co-ordination Clerks Garage Clerks	8	40
Call Takers	8	40
Cubers	8	40

A MEMBER'S E

Application for a Withdrawal Card should be made immediately a member quits, or is discharged.

THIS IS THE RESPONSIBILITY OF THE MEMBER HIMSELF.

Withdrawal Cards are valid only when you are not working at the Craft.

MEMBERS ARE REMINDED that application for a Withdrawal Card can be made by sending a request to our **Mississauga Office, 275 Matheson Blvd. East, Mississauga, Ontario, L4Z 1X8**, or arranging the same procedure through our **Oshawa** office.

Note the **\$0.50** Withdrawal Fee is no longer required.

Upon returning to work, send or deliver your Withdrawal Card directly to the Head Office of the Local Union.

MEMBERS ARE FURTHER ADVISED that when they do not take a Withdrawal for reasons of their choice, and they are in excess of three (3) months delinquent in dues, that a Re-Initiation Fee will restore good standing for the purpose of clearing arrears.