

COLLECTIVE AGREEMENT

BETWEEN

**MACK SALES AND SERVICE OF MANITOBA LTD.
(Hereinafter referred to as "the Company")**

AND

**UNIFOR
AND IT'S LOCAL 144
(Hereinafter referred to as "the Union")**

January 1, 2015 - December 31, 2017

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ARTICLE 1 - SCOPE AND PURPOSE OF CONTRACT

- Section 1 The parties, hereto, have set forth herein all the agreements between them with respect to pay, wages, hours of employment, and other conditions of employment existing between the parties. Therefore, for the duration of the Contract, neither party shall be obligated to bargain collectively with the other party, except as so required by any provision of this contract.
- Section 2 By this contract, the parties are endeavouring to establish and maintain harmonious relations between them and to facilitate the orderly adjustments of grievances which may arise from time to time. The Union recognizes that the ability of the Company to provide wages and working conditions satisfactory to its employees is, to a great extent, dependent upon the co-operation of the employees. Therefore, this Contract is entered into in consideration of the mutual performance thereof in good faith.

ARTICLE 2 - BARGAINING UNIT

- Section 1 The Company recognizes the Union as the exclusive bargaining agent for all shop and parts employees except foreman, office clerical, professional, salesmen, guards, watchmen, and all other supervisory employees excluded by the Act.
- Section 2 The Company will provide a list to the Union of all persons excluded in paragraph 1 above, and will keep such list up to date at all times. Such named persons will not perform any work which is performed by employees in the bargaining unit. Exception may be made only by mutual agreement of the Union and the Company in writing.

ARTICLE 3 - FUNCTIONS OF MANAGEMENT

The Management of the operations and the direction of the working force and of the affairs of the Company, including the right to hire, to establish manpower requirements, to assign work, to transfer employees, make shop rules, discipline for just cause, promote, demote, transfer operations or cease operations in whole or in parts, and the right to layoff and recall employees, are vested in the Company except as expressly restricted by the terms of this Contract, subject to the grievance procedure.

ARTICLE 4 - NO DISCRIMINATION - NO COERCION

- Section 1 The Company agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Company or by any of its representatives, with respect to any employee because of his/her membership in the Union, and that membership in the Union by employees who are eligible to join will not be discouraged.

Section 2 It is mutually agreed that the Company and the Union will not discriminate against any employee because of race, sex, religion, affiliation, national origin, dependents of the employee, sexual orientation, age, marital status, family status, physical handicap or disability, mental handicap or disability or any other reason as defined by the Manitoba Human Rights Act.

Section 3 The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practised upon employees of the Company by any of its members or representatives.

ARTICLE 5 - UNION SECURITY

It is agreed by the parties that all employees shall sign a union membership card and shall remain members of the union as a condition of employment. The Company agrees to give to each new employee a copy of the Collective Agreement.

It is also agreed by the parties that all present employees of the Company shall pay union dues and initiation fees as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay the monthly union dues or an equivalent sum and shall, at the completion of the probationary period, have deducted from their pay the union initiation fee, which will be checked off by the Company.

The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.

The National portion of union dues shall be 0.735% of a workers regular wage with respect to regularly scheduled hours and the Local portion at 0.619%. For the purpose of this Article, regular pay/wages includes, where applicable, but is not limited to vacation pay, holiday pay, jury duty pay, full paid leave compensation, paid absence allowance compensation, cost of living allowance, supplementary unemployment benefits or an equivalent lay-off benefit, pay in lieu of notice and accumulated overtime taken as straight time off. Regular pay/wages does not include overtime, shift, Sunday and holiday premiums, Workers Compensation benefits, relocation, termination or severance pay, pension, supplemental parental or maternity benefits.

The Company will furnish to the union on a monthly basis a complete dues listing including the names of all active and inactive employees, the amount of National and Local dues deducted for each employee, the relevant rate of pay and job classification for each employee, the number of hours upon which union dues were calculated and a reason should there be no deduction (i.e. WCB, layoff, etc.). The Company will provide a breakdown of those dues that belong to the National union and those that belong to the Local union, based on the two calculations outlined above. The dues can be paid on one cheque.

The Financial Secretary of each Local union will notify the Company of any change in the amount of Union dues and/or initiation fees that may, from time to time, take place in line with constitutional requirements.

ARTICLE 6 - UNION REPRESENTATION

- Section 1 The Union may elect or appoint a plant committee composed of three (3) members within the bargaining unit who have at least one (1) year seniority, one (1) of whom shall act as chairperson, the remaining bargaining committee members will have responsibilities as shop stewards, and the Company will recognize and meet with said committee on any matter properly arising during the continuance of the Agreement, and the committee will co-operate with the Company in the administration of the Agreement.
- Section 2 A National Representative or representative of the Union may be present and participate in any meeting of the grievance committee and the Company.
- Section 3 The Union recognizes and agrees that Stewards and Committeepersons have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering the Agreement. The request to perform such duties shall be made prior to and such request shall not be unreasonably denied. Such time consumed by the committeepersons and steward shall be paid for by the Company at the employee's applicable rate.
- Section 4 The Company will not be required to pay for time spent by Union Representatives (Committeepersons and Steward) in arbitration except as provided for in Article 8, Section 4.
- Section 5 The Union agrees to supply the Company with the names of all union representatives (Committeepersons and Steward) of the Local and will keep such lists up to date at all times.
- Section 6 Meetings may be called by either party and, thereupon, the parties shall meet within two (2) working days. Necessity for meetings will be indicated by a letter or note from either party to the other party, containing an agenda of the subjects for discussion.
- Section 7 The Company will pay the lost time for **up to two (2)** members of the Union committee for time spent in negotiations.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1 Should differences arise between the Company and the Union or its members, as to the interpretation, application, or alleged violation of this Agreement, the matter shall be handled as a grievance under the following procedure:

Step # 1:

Any employee having a grievance shall first take up the matter with his/her supervisor. The employee, if he/she so desires, may have the assistance of a committeeperson, or steward, at the time he/she presents the grievance to the supervisor. The supervisor shall render his/her decision in writing not later than one (1) full working day following the day upon which the grievance was presented to him/her.

Step # 2:

If the decision of the supervisor be not satisfactory to the employee concerned, or the Union, it shall be appealed therefrom by lodging an appeal in writing, with the Service Manager or the Parts Manager, as the case may be, within two (2) working days of the supervisor's written decision. The Service Manager or the Parts Manager, as the case may be, shall deal with the appeal and render written decision not later than the second working day following the day which the appeal was received.

Step # 3:

If the decision of the Service or Parts Manager, as the case may be, be not satisfactory to the employee concerned and/or the Union, within two (2) working days of receipt of such answer, the appeal shall be taken up with the President or his/her appointed representative at a scheduled meeting within ten (10) days of receipt of such answer.

If the grievance is not satisfactorily settled within five (5) working days from the date of the meeting at which grievance was discussed, it may be referred to arbitration.

Any grievance to be submitted for arbitration must be submitted within five (5) working days following the day on which management's final decision was rendered or should have been rendered to the Union.

ARTICLE 8 - ARBITRATION

Section 1 The Union and the Company may agree upon an arbitrator to hear the matter, and for this purpose will exchange nominations. Failing agreement between the parties within six (6) working days as to the arbitrator to be appointed, the

matter shall be referred to the Minister of Labour for the Province of Manitoba, with the request by the parties for the appointment of an arbitrator.

- Section 2 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. He/she shall, however, have the right to modify any penalties imposed on employees to the extent that he/she deems to be just and equitable.
- Section 3 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- Section 4 An employee appearing during his/her working hours before an arbitrator on the hearing of his/her appeal on a grievance which is upheld shall be paid by the Company at his/her regular hourly rate for such time spent. The same conditions shall apply to employees of the Company who may appear as witnesses.
- Section 5 The decision of the Arbitrator shall be final and binding on both parties.
- Section 6 The Company and the Union shall each be responsible for one half (½) of the expense of, and the fees payable to, the Arbitrator.
- Section 7 If the Union does not process the grievance from one stage to the next in the grievance procedure within the time limits prescribed above, from the date of receipt of management's answer at the previous stage, such grievance shall be considered settled on the basis of such answer, but would only apply to the particular grievance involved, and not subject to further consideration, unless such time limit has been extended by mutual consent.
- Section 8 It is mutually understood by the parties that all claims for back wages or monies owing may be retroactive to the date of the written grievance under the established grievance procedure.
- Section 9 No grievance shall be considered under the grievance procedure, nor shall it be referred to arbitration, unless it has been presented to management within ten (10) working days of occurrence upon which the grievance is based, unless such time limit has been extended by mutual consent.
- Section 10 The Union recognizes the Company's right to present to the Union any complaint or grievance with respect to alleged violations of the Agreement. If such complaint or grievance is not settled to the satisfaction of management, it may be directly referred to arbitration as herein provided.

An allegation by either party that the Agreement has been misinterpreted or violated may be submitted in writing as a policy grievance to the President,

his/her appointed representative or to the Plant Union Committee, and failing satisfactory settlement, the policy grievance may then be appealed to an Arbitrator selected as herein provided.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

- Section 1 Management may discipline employees for just cause. Disciplinary measures include reprimand, suspension (consecutive working days only), and discharge. Any such disciplinary measures may be appealed through a grievance procedure. Employees will be reimbursed for suspensions modified or overturned by the company or arbitration decision.
- Section 2 Except for probationary employees, whenever an employee is disciplined or discharged, he/she will have a committeeperson or steward present. The employee will also be given the opportunity of an interview with his/her committeeperson or steward, as the case may be, before he/she is required to leave the shop, and the employee shall be so advised, provided that if, because of the offence, it is necessary to require the immediate expulsion of an employee from the premises, then the committeeperson will be notified immediately.
- Section 3 A grievance, in regard to the discharge of an employee within this bargaining unit, must be presented to management within three (3) working days after such discharge.
- Section 4 Should there be any dispute between the Company and the Union concerning the existence of good and sufficient cause for discharge, such dispute shall be handled in accordance with the grievance procedure Step 3.
- Section 5 It is agreed that the disciplining of a probationary employee, including reprimand, suspension and discharge, is not a matter to be taken up under Article 7.

ARTICLE 10 - SENIORITY

- Section 1 An employee may acquire seniority status upon working ninety (90) calendar days, during which time he/she shall be regarded as a probationary employee.

The ninety (90) calendar days referred to above shall not necessarily be ninety (90) continuous working days, however, if an employee is laid off prior to the completion of his/her probationary period and is subsequently recalled and completes his/her probationary period within six (6) months, his/her seniority date will be determined by back dating the ninety (90) calendar days from the date of completing the probationary period. During this probationary

period, the employee may be retained solely at the discretion of the Company, and there shall be no responsibility for the recall or re-employment of a probationary employee who is laid off or discharged. Upon completion of a probationary period, the employee shall acquire seniority status.

Section 2 The seniority and employment of an employee shall be terminated for any of the following reasons:

- 1) If the employee quits his/her employment;
- 2) If the employee is discharged and such discharge is not reversed through the grievance procedure;
- 3) If the employee is absent from work for three (3) consecutive working days without reporting to the Company, unless the employee is unable to report due to extenuating circumstances;
- 4) If an employee retires;
- 5) If the employee fails to return to work after notice of recall from layoff within five (5) working days after receipt of notification, by registered mail, to his/her address on record with the Company, with a copy of such letter to the Union;
- 6) If the employee fails to return to work on the first day following a scheduled vacation, unless for a justifiable reason which can be substantiated;
- 7) If an employee with less than two (2) years seniority at time of layoff has been laid off for a period of one (1) year or an employee with two (2) or more years of seniority at time of layoff has been laid off for a period of twenty-four (24) months;

Section 3 It is understood by the parties that in order to attain and/or maintain employee's status with the Company, an employee must be acceptable for coverage by the bonding company who provides the general bond for all **Company** employees.

Section 4 Any employee returning to the employment of the Company after cancellation of his/her seniority, shall be considered a new employee and shall be probationary for the first thirty (30) calendar days of employment.

Section 5 Any present or future employee transferred to Supervisor by the Company shall retain seniority rights effective as of the date of his/her original employment by the Company, less whatever time spent in Supervision, provided at one time he/she worked in the Bargaining Unit. This provision will only apply for twelve (12) months from the date of the employee's transfer to Supervisor after which time the employee shall lose all his/her seniority rights.

Section 6 The Company will post, on the bulletin board(s), all bargaining unit job vacancies and new positions. Employees interested in the job vacancy or new position will sign their name to the posting. The posting will remain posted on the bulletin board(s) for five (5) working days after which time the posting will be closed. The posting will be filled on the basis of seniority, qualifications and ability sufficient to perform the regular duties of the job. The successful applicant will be placed in the position within ten (10) working days of the closing of the posting.

Section 7 In the event the Company creates a new classification, it will establish a rate of pay for that classification. The Company will inform the National Union Representative in writing of the new classification, setting out the duties and rate of pay with a copy to the Plant Chair. If there is a dispute about the rate of pay that is not resolved through negotiation, the matter may be referred by the Union to arbitration under Article 8. The employee will receive the rate proposed by the Company until the issue is resolved and any adjustment will be applied retroactively.

ARTICLE 11 - LAYOFF AND RECALL

In the event of a plant closure, the Company will provide notice or pay in lieu to employees in accordance with *The Employment Standards Code* as follows:

<u>Period of Employment</u>	<u>Notice Period</u>
Less than one year	1 week
At least one year and less than three years	2 weeks
At least three years and less than five years	4 weeks
At least five years and less than 10 years	6 weeks
At least 10 years	8 weeks

Section 1 Seniority shall prevail on a classification basis, with due consideration and allowance for the work on hand, and the ability of those affected and the employee's qualifications to do the job.

Section 2 In the laying off and rehiring of employees, seniority in their respective classification shall govern to the extent that the employees have the necessary qualifications to do the available work. As between qualified persons, however, preference shall be given to seniority.

- Section 3 Before any employee with seniority is laid off, all probationary employees shall first be laid off, providing those employees with seniority who are retained possess the ability and job knowledge to adequately perform the duties of the required job.
- Section 4 It is understood and agreed that employees in no circumstance can exercise seniority between the shop unit and the parts.
- Section 5 Committee persons and stewards will be retained in the employ of the Company during their respective terms of office, notwithstanding their seniority, so long as work is available which they are qualified and willing to perform.
- Section 6 In the event of recall, the reverse of the above procedure shall take place.
- Section 7 In the case of lay off of less than five (5) days duration, the Company will give at least one (1) full days notice to the employees so affected and to the Shop Chairperson. In the case of lay off of five (5) days or more, the Company shall give **three (3)** full days' notice to employees so affected and to the Shop Chairperson.
- Section 8 The Company will not hire new employees in any classification so long as there are employees on lay off subject to recall who are willing and qualified to perform the available work. Such employee will be paid the applicable rate for the classification. Any employee, who has been rehired, through being recalled from lay off, will receive all benefits from the first (1st) day of his/her recommencement of employment.
- Section 9 Report in Pay
- a) An employee shall be deemed to have been requested to report on his/her regular shift unless notified by an authorized Company representative to the contrary at or before the close of the previous day's shift.
 - b) In the event any employee reports for work on his/her regular shift without having been previously notified not to report, he/she shall be given at least eight (8) hours work, or in lieu thereof, the equivalent of eight (8) hours pay at his/her regular hourly rate. Refusal to perform any type of work assigned to the employee during such eight (8) hours shall constitute forfeiture of this guarantee.
 - c) The Company shall have no obligation under this Article to an employee who was not at work on the day notice not to report for work was given. The Company shall, however, make reasonable efforts to notify employees who were off work the day such notice not to report was given. A telephone call or **letter couriered** to the employee's last known address **or email sent to the employee's last known email**

address as shown by Company records shall be deemed reasonable effort. The Union to be notified immediately of efforts made to contact absent employees.

Section 10 It is understood that the Company shall have no obligation under this Article to provide notice if work is unavailable due to any of the following:

1. Partial or total branch shutdown, for reasons beyond the control of the Company (i.e., fire, power failure, storm, etc.)
2. Labour disputes involving the Company operations covered by this Contract.

ARTICLE 12 - HOLIDAYS

Section 1 All employees shall receive a full days pay for each of the following holidays, irrespective of the day on which they fall, or the day proclaimed by the Federal, Provincial, or Municipal government in lieu thereof, namely:

New Year's Day	Good Friday	Labour Day
Victoria Day	Civic Holiday	Thanksgiving Day
Christmas Day	Boxing Day	Remembrance Day
Christmas Eve Day	Canada Day	New Year's Eve Day
Louis Riel Day (3 rd Monday in February)		

Should a further Federal or Provincial holiday be declared, it shall be added to the above list.

Section 2 To be eligible for holiday pay, an employee must meet the following eligibility qualifications:

- a) The employee must have completed his/her probationary period as of the holiday, except for those holidays **contained in *The Employment Standards Code*** and must be paid.
- b) The employee must have worked the last scheduled work day prior to and the first scheduled work day after the day of observance of the holiday, unless absence is due to justifiable reason.

Section 3 Should any of the above holidays fall during the vacation period of an employee, he/she shall be paid for such holiday, at his/her regular hourly rate, in addition to his/her vacation, or any additional day of vacation at applicable rate shall be granted to the employee concerned, provided he/she has made arrangements for same prior to his/her vacation.

ARTICLE 13 - HOURS OF WORK

- Section 1 The normal weekly schedule of working hours for employees shall be forty (40) hours per week.
- Section 2 The normal daily schedule or working hours for employees shall be eight (8) hours per day exclusive of the lunch period, Monday to Friday inclusive, 7:00 A.M. to 3:30 P.M.
- Section 3 The lunch period shall be one half (½) hour between the hours of eleven (11) A.M. and one (1) P.M.
- a) An employee who is requested by the Company and agrees to work through his lunch break will have the option of, leaving one-half (1/2) hour early that day, or being paid for one-half (1/2) hour of overtime.
 - b) An employee may request permission to work through his lunch break to make up for approved time off.
 - c) Night Shift - The work schedule shall consist of forty (40) hours per week exclusive of the lunch period, with daily shift hours of **2:30 P.M. to 11:00 P.M.** Monday through Friday. The lunch period shall be between **6:30 P.M. and 7:00 P.M.** Shift hours may be changed by mutual agreement. Employees required to work rotating shifts will be chosen by seniority unless volunteers for the night shift are available. Shifts are to be four (4) weeks on and eight (8) weeks off.
- Section 4 The Company agrees to allow employees one (1) minute of silence at 11:00 A.M. on April 28th of each year in observance of those workers killed on the job.
- Section 5 Alternate Day Shift - The Company may assign a crew of shop unit and parts employees to a normal daily schedule or working hours of eight (8) hours per day exclusive of the one-half (½) hour lunch period, Tuesday to Saturday inclusive, 7:00 A.M. to 3:30 P.M. The one half (½) hour lunch period shall be scheduled between the hours of eleven (11:00) A.M. and one (1:00) P.M. **This work schedule shall be defined as the Alternate Day Shift.**

This work schedule shall be paid at straight time hourly wage rates and Article 14, Section 3 shall not apply however, employees working the Alternate Day Shift work schedule shall be paid as provided in Article 14, Section 3 for time worked on a Monday.

In addition, the provisions of the first paragraph of Article 23 shall not apply to the Alternate Day Shift work schedule. Employees will be assigned to the Alternate Day Shift work schedule on a rotating basis of four (4) weeks on and a minimum of four (4) weeks off.

Section 6 The **following number of** most senior “Journeyman Mechanics” will, if they desire, **be eligible** to work the day shift Monday to Friday 7:00 a.m. to 3:30 p.m. and will not be part of the rotation:

- **If the Company has at least 11 total mechanics scheduled to work and not on leave of absence or vacation (excluding probationary employees), 5 Journeyman Mechanics shall be eligible;**
- **If the Company has fewer than 11 mechanics scheduled to work and not on leave of absence or vacation (excluding probationary employees), 4 Journeyman Mechanics shall be eligible.**

Section 7 Rotating Shifts – Parts Person(s)

The **two (2)** partspersons most senior, if they choose, shall work day shift Monday to Friday 7:00 a.m. to 3:30 p.m. and will not be part of the rotation unless mutually agreed by the employee.

Shipper receiver classification hours to be Monday to Friday
8:30 am – 5:00 pm

Section 8 **In order to alter any rotation, schedule, configuration of shifts or hours of business, the Company will consult with the Union, and provide five (5) working days’ notice in writing prior to the required change.**

ARTICLE 14 – OVERTIME AND TRAVELLING TIME

Section 1 An employee shall receive time and one half (1 ½) for the first (1st) four (4) hours worked in excess of his/her daily schedule of hours and double time thereafter. It is understood that all overtime must be approved in advance by management.

Section 2 Time worked prior to regular starting time (up to four (4) hours) shall be paid at the rate of time and one half (1 ½) and double time, thereafter. Should the employee leave work of his/her own volition prior to his/her normal quitting time, he/she shall receive the overtime rate only for those hours worked in excess of his/her standard shift.

Section 3 An employee working on a Saturday shift shall be paid at the rate of time and one half (1 ½) up to four (4) hours and double time thereafter.

Section 4 Time worked on a Sunday shall be paid at the rate of double time.

- Section 5 Any work performed on a Statutory Holiday shall be paid at the rate of time and one half (1 ½) for the first four (4) hours and double time thereafter, plus the Statutory Holiday pay.
- Section 6 If called in on a Saturday, Sunday, or Statutory holiday, a minimum of four (4) hours at the applicable overtime rate shall be paid to the employee. If called in to work after clocking out on any regular work day, Monday through Friday, a minimum of two (2) hours at the applicable overtime rate shall be paid. If an employee is asked prior to clocking out on any regular work day, Monday through Friday, to report back to work after supper, and does report back, a minimum of two (2) hours work or two (2) hours pay at the applicable rate shall be paid.
- Section 7 Overtime shall be voluntary, however, recognizing the necessity for overtime when required by the Company, employees will co-operate to the best of their ability. It must be understood that refusal to work overtime will not be cause for discipline.
- Section 8 Overtime will be distributed as equally as possible among those employees who normally perform the necessary work. A reasonable effort shall be made by the Company to notify the employees by a minimum of five (5) hours when there is overtime to be worked.
- Section 9 Travel Time – Employees who are requested and agree to do work outside the shop will be provided with a cell phone and paid the applicable rate of pay for all time spent traveling (other than time spent travelling on an aircraft which will be compensated at straight time) as well as all time actually performing work on the job, plus all transportation, hotel and meal expenses. In the event a service vehicle is not available and the employee agrees to use their own car, they will be paid for the total number of kilometres traveled from the shop to the job site and back in accordance with Article 33 Section 2.
- In the event the parties mutually agree that a particular travel time circumstance warrants pay other than at straight time for travelling outside the employee's normal hours of work, the pay shall be at one and one half (1 ½) his/her straight time hourly rate for the time mutually agreed to but shall not be included as time worked as related to Article 14 Section 1.
- Section 10 If an employee works four (4) hours overtime, he/she will be paid for a ½ hour lunch break at straight time. The lunch break must be taken, however.
- Section 11 Parts personnel who work night shift or on Saturdays shall receive the applicable overtime rate for working during their lunch breaks, serving customers or answering the phone.

In addition, during the night shift and on the Saturday shift, the most senior mechanic shall be responsible for ensuring that customers are assisted where required, securing the gates and locking the Company's

building at the end of the shift. In such cases, that most senior mechanic on shift will be paid a premium of \$1.00/hour for the duration of their shift.

Section 12 When overtime is required in the service department on any shift and four (4) or more employees from the service department work, one (1) employee from the parts department will also be asked to work the same amount of overtime.

ARTICLE 15 - VACATIONS

Section 1 The purpose of this plan is to enable employees covered by this Agreement to qualify for annual vacations with pay by meeting requirements of the plan, and without attempting in any way to regulate the use of the employee's vacations but to provide a period available for rest and healthful recreation. All employees shall be entitled to an annual vacation with pay and entitlement shall be as follows, based on Company seniority:

- a) Employees who have seniority with the Company of less than one (1) year as of the first (1st) day of June, shall receive vacation pay equal to four percent (4%) of their gross earnings for time worked.
- b) Employees who have one (1) year but less than three (3) years seniority with the Company as of the first (1st) day of June shall be entitled to a vacation of two (2) weeks with vacation pay of eighty (80) hours pay, or four percent (4%) of their gross earnings in the twelve (12) month period prior to June 1, whichever is the greater.
- c) Employees who have three (3) or more years seniority but less than ten (10) years as of the first (1st) day of June, shall be entitled to a vacation of three (3) weeks with vacation pay of one hundred and twenty (120) hours, or six percent (6%) of their gross earnings in the twelve (12) month period prior to June 1, whichever is the greater.
- d) Employees who have ten (10) or more years seniority but less than **nineteen (19)** as of the first of June, shall be entitled to a vacation of four (4) weeks with vacation pay of one hundred and sixty (160) hours, or eight percent (8%) of their gross earnings in the twelve (12) month period prior to June 1, whichever is the greater.
- e) Employees who have **at least nineteen (19)** years of seniority as of the first of June, shall be entitled to a vacation of five (5) weeks with vacation pay of two hundred (200) hours, or ten percent (10%) of their gross earnings in the twelve (12) month period prior to June 1, whichever is the greater.

Section 2 The vacation schedule shall be established with due consideration being given to seniority and work requirements. The vacation schedule must be

posted by February 1st and such schedule shall not include management personnel nor be modified later on, except by mutual agreement. Vacation schedule shift coverage shall be the responsibility of management.

Section 3 The vacation period shall be between June 1 and May 31 in each year. Upon application, vacations may be granted outside the regular vacation period.

Section 4 Subject to operational requirements, employees who are entitled to three (3) or more weeks' vacation must take at least one (1) week of vacation between July 1 and September 30 each year. Employees may, however, on receiving consent from their Department Manager, receive an exception from this requirement for special circumstances.

ARTICLE 16 - NO LOCK-OUT, NO STRIKE

The Company agrees that there will be no lock-out by the Company and the Union agrees that it will not counsel or authorize any strike during the lifetime of this Agreement.

ARTICLE 17 - BULLETIN BOARDS

Bulletin boards shall be provided by the Company for the use of the Union to post notices of Union activities. However, such notices before being placed on the bulletin boards shall have previously been approved by the Management.

ARTICLE 18 - OUTSIDE WORK

No employee shall be permitted to work at home or elsewhere on customer vehicles or otherwise work in competition with the Company after working hours. Any employee proven guilty of violating this Section shall be subject to discipline up to and including termination.

ARTICLE 19 - INJURY AND JURY DUTY

Section 1 An employee injured on the job, shall be paid for the remainder of his/her shift, even if, as a result, the employee does not complete the shift. The Company will make available suitable transportation for such injured employees. Employees required to go back to the doctor during working hours in relation to the injury will be paid up to a maximum of two (2) hours per visit. As much advance notice as possible shall be provided to the Company with at least a minimum notice of forty-eight (48) hours.

Section 2 Jury Duty - The Company will pay every employee called for Jury Service or as a Crown witness, the wages he/she would have earned if working less the

amount equal to the payment received for Jury Service, provided the employee furnishes the Company with a statement from the Court with regard to pay received and hours spent on Jury Duty.

In applying the foregoing, it is understood that if an employee is called for Jury Service, responds to the call, and loses time, but is not accepted for Jury Service, the employee will be paid by the Company for such time lost at his/her straight time rate, provided he/she promptly reports these facts to his/her supervisor, returns to his/her job immediately, and furnishes the Company with a statement from the Court with regard to these facts.

ARTICLE 20 - REST PERIOD

There shall be two (2) rest periods on each shift, paid for by the Company, each rest period to be of fifteen (15) minutes duration, approximately spaced midway through each half shift.

ARTICLE 21 - LEAVE OF ABSENCE

Section 1 The Company may grant, in writing, with a copy to the Union, leave of absence to any employee for any reason sufficient to itself, up to thirty (30) days with provision for extension on written application.

Section 2 The employee granted such leave of absence shall not be considered as laid off for the term of such leave and his/her seniority shall continue to accumulate during his/her absence.

Any employee who fails to return to work on or before the date of expiration of such leave, unless he/she has good and sufficient reason, shall be considered to have voluntarily quit the service of the Company. Any employee granted such leave of absence shall not be entitled to statutory holiday pay during the period of leave of absence.

Section 3 An employee who is elected or appointed to full time office with a national union and/or all affiliations (CLC-MFL) or Winnipeg Labour Council will, upon written application of the Union, giving the Company up to ten (10) working days notice, be granted leave of absence for twelve (12) months. Upon similar application by the Union, made within leave period, the Company will grant an extension thereof, upon similar terms. Seniority will continue to accumulate and the parties agree that a maximum of one (1) employee will be granted such leave.

Section 4 Should leave of absence for legitimate reasons be refused, an employee may report the case to his/her committeeperson, who shall, after consultation with the Company representative, bring back reason for refusal.

Section 5 Leave of absence will not be granted for the purpose of engaging in outside work for hire.

Section 6 The Union Plant Committee may seek permission for one of its members to be absent from the plant without pay by the Company for special union duties. The company will however on a weekly basis pay the employee's hourly pay and pension contributions at the Union's expense and will bill the Union on a monthly basis for such costs to be paid by the union within thirty (30) days from the date of the Company's billing.

ARTICLE 22 - WASH UP PERIOD

There shall be one (1) five (5) minute wash up period for each shift immediately prior to quitting time.

ARTICLE 23 - SHIFT PREMIUMS

There shall be a one dollar and fifty cents (\$1.50) per hour premium paid to each employee on any shift other than the normal day shift. Such premium shall be added to and included in the hourly rate for the calculation of overtime premium.

ARTICLE 24 - SAFETY, UNIFORMS, HEALTH AND CLEANLINESS

The Company shall make all reasonable provisions for the maintenance of safe, sanitary and healthful conditions for its employees. Necessary safety devices and other equipment required for the purpose of protecting employees from injury shall be provided by the Company.

Section 1 The Company shall supply five (5) changes of coveralls or uniforms per week for each employee, at no cost to the employee and also pay for laundering and repair of same. The Company will also keep six (6) sets of coveralls as spares in the shop on a weekly basis. In the event of abuse of these six (6) additional sets of coveralls to the extent they go missing, the Company retains the right to cancel the six (6) additional sets. Employees are to ensure that uniforms are laundered weekly by the garment contractor and employees are prohibited from taking uniforms home.

Section 2 Proper washing facilities shall include hot and cold water, hand towels, face soap, hand cleaners and basins. These to be supplied by the Company and the employee shall exercise reasonable care and economy in using same.

Section 3 The Company will grant an allowance of up to one hundred and seventy-five (\$175.00) dollars plus GST and PST to each employee covered by this agreement, for the purposes of purchasing one (1) pair of safety shoes,

insoles and laces, per contract year. Each employee, to qualify for this allowance, must produce proof of purchase. Safety shoes must be worn by all hourly employees at all times during scheduled working hours.

To qualify for safety boot allowance, new employees must have completed their probationary period. In the event the new employee quits or is dismissed before accumulating six (6) months seniority, he/she must reimburse the Company for the purchase of the safety shoes on a prorated basis.

Safety Boot allowance to have no carry-over from year to year.

Section 4 The Company and Union agree to actively promote measures to assure the health and safety of all employees and the Company further agrees to make adequate provision for the safety and health of all employees.

The Company will make every effort to comply in a timely manner with all legislation pertaining to occupational health and safety.

The Company and the Union realize the necessity to educate all employees in safe and healthy work practices. Therefore, both parties agree that the joint Health and Safety Committee shall be permitted to conduct up to sixteen (16) hours of training as the joint Health and Safety Committee feels necessary for an employee to work in a safe manner.

The parties agree to set up a Health and Safety Committee which will comprise of two (2) members from the Company and two (2) members from the Union. The Union committee members will be allowed Company paid time off to attend Health and Safety seminars.

Duties of the Committee, in addition to the duties under health and safety legislation are:

1. Attend scheduled quarterly meetings, or emergency meetings whenever necessary, called either by the Company or the Union.
2. Prior to quarterly meetings, the Committee shall tour and inspect the plant for safety and health concerns and make recommendations for changes and corrections for the elimination of health and safety hazards.
3. Receive, investigate and dispose of complaints in a timely manner, and prepare necessary reports.
4. Every industrial injury must be immediately reported to the employee's Foreman and the Company "Accident/Incident Report" completed by the employee, his/her Foreman and a worker member from the Joint

Safety and Health Committee who will also investigate and prepare a report.

5. Union Safety Representatives will be permitted to leave their regular work duties after notifying their foreman to perform duties as outlined in this article.

The Company will provide the Joint Workplace Safety and Health Committee with complete hazard information on all substances in the workplace.

The Joint Safety and Health Committee shall be consulted, in the selection of Company supplied equipment and protective devices deemed necessary to protect employees from disease and injury, and the terms and conditions under which they are to be used.

Each employee of the Company shall have the right to refuse, and the Safety Committee shall have the right to recommend refusal to work on any machine, device in any hazardous area or situation, i.e., chemicals, if in his/her or their opinion the conditions that prevail would be dangerous to his/her or other worker's safety and health.

Local or National Union Health and Safety staff shall have access to the workplace upon request.

Section 5 Effective January 1, 2009 the Company will reimburse an employee up to a maximum of two hundred dollars (\$200.00) (effective January 1, 2011 two hundred and twenty-five (\$225.00) dollars during any (24) twenty-four consecutive month period towards the cost of (1) one pair of prescription safety glasses and lenses for the employee.

To be eligible for such reimbursement, the employee must submit to the Company, a prescription for such lenses and receipt of purchase.

Section 6 All employees with two (2) or more years of service with the Company will be offered to be certified or recertified in St. John's First Aid. The Company will pay the cost including lost time for the employee(s) to be certified. Certification will be completed by May 31, 2012.

The Company shall provide first aid training to employees as follows:

- two (2) employees on day shift;
- two (2) employees on night shift;
- two (2) employees on rotational shifts.

Section 7 **The Company requires that some of its employees be certified in Forklift operation such that the following numbers of certified employees are available:**

- **Two (2) employees on day shift;**
- **Two (2) employees on night shift;**
- **Two (2) employees on rotational shifts**

Shipper/receiver and/or utility person shall be among those to be trained.

Section 8 Mack Training

The parties agree that there is a need for apprentice and journeyperson mechanics to continue Mack specific training to further their knowledge of the product.

Course selection will be determined by Management.

“The Company will post required courses.”

ARTICLE 25 - PENSION

Effective upon ratification, the Company's contribution to the Canada Wide Industrial Pension Plan (CWIPP) (including previous COLA diversion per employee for each hour, regular and overtime including vacation time and holidays) would be in a calendar year shall be as follows:

- January 1, 2008 – Two dollars and two cents (\$2.02) per hour
- January 1, 2011 – Two dollars and twenty cents (\$2.20) per hour
- January 1, 2012 – Two dollars and twenty cents (\$2.20) per hour
- January 1, 2013 – Three dollars and twenty cents (\$3.20) per hour
- January 1, 2015 – Three dollars and twenty-five cents (\$3.25) per hour**
- January 1, 2016 – Three dollars and thirty cents (\$3.30) per hour**
- January 1, 2017 – Three dollars and thirty-five cents (\$3.35) per hour**

ARTICLE 26 - LATE STARTING

Any employee punching in five (5) minutes and fifty-nine (59) seconds late will not suffer any loss of pay. Such late start shall not have any effect on overtime beyond the normal quitting time. Employee must report late start, or absence, to shop foreman, manager or leadhand prior to their start shift.

ARTICLE 27 - PAY DAY

Section 1 Payment of wages shall be made prior to noon hour every **Friday**. Such payment shall be all monies earned up to and including the preceding Sunday.

ARTICLE 28 - MAINTENANCE OF PRIVILEGES

It is understood by the Company and the Union, that any right or privilege previously granted to employees will not be withdrawn because of this Agreement.

ARTICLE 29 - HEALTH AND WELFARE

All employees in the bargaining unit will be covered by Life Insurance, Accidental Death and Dismemberment, and the Income Insurance Plan as follows, without cost to the employee, may be subject to Federal or Provincial Income tax as a taxable benefit:

- | | | |
|----|--|--------------------|
| a) | <u>Life Insurance</u> | |
| | First year of employment | \$ 8,000.00 |
| | After one (1) year of
employment and thereafter | \$50,000.00 |
| b) | <u>Dependent Life Insurance</u> | |
| | Spouse | \$10,000.00 |
| | Dependent Child | \$ 5,000.00 |

Life Insurance Conversion Privilege:

1. Should a participant cease to be an employee of the policyholder prior to age sixty-five (65) while the Master Policy is in force, he/she may convert his/her basic life insurance without medical examination, to one of a number of individual policies being issued by Canada Life Insurance Company at the time.
2. Should the Master Policy terminate prior to a participant attaining age sixty-five (65), he/she may convert his/her basic life insurance, without medical examination, to one of a number of individual policies being issued by Canada Life Insurance Company at the time, provided he/she has been insured for at least five (5) consecutive years, and providing the Master Policy is not replaced within thirty-one (31) days. The amount of the new policy shall be the amount required by law.

Application for the converted policy and payment of the premium applicable to the class of risk to which he/she belongs, must be made to Canada Life Insurance Company within thirty-one (31) days after termination. The insurance under the converted policy will take effect at the end of the thirty-one (31) day period. During this period, the basic life insurance will remain in force.

c) Accidental Death and Dismemberment

Principal Sum

- less than one (1) year of employment - \$20,000.00

- after one (1) year of employment and thereafter - **\$50,000.00**

If an employee covered by this Agreement suffers any of the losses shown in the following table, as a direct result of bodily injury received while insured hereunder and such injury resulted solely from accidental, violent and external means, and such loss occurred within 365 days of the date of such injury was received, the Company will pay such person, if living, otherwise to his/her beneficiary, the amount determined from the following table. The total amount payable with respect to any individual for all losses resulting from any one accident shall not exceed the Principal Sum.

<u>Loss of</u>	<u>Amount Payable</u>
Life	100%
Both hands or arms	100%
Sight of both eyes	100%
Speech and hearing of both ears	100%
One arm or part thereof:	
Arm	75%
Hand	66 2/3%
Thumb and index finger of one hand	33 1/3%
Four fingers of one hand	33 1/3%
One leg or part thereof:	
Leg	75%
Foot	66 2/3%
All toes of one foot	22 1/2%
Sight of one eye	66 2/3%
Speech	50%
Hearing of both ears	50%
<u>Loss of Use of</u>	
Both hands or both arms or both legs	100%
One leg or one arm	75%
One hand	66 2/3%

The Principal Sum with respect to any person shall be determined from the above schedule.

Exceptions: No amount will be payable for any loss resulting, either directly or indirectly, from any of the following causes:

1. Self-destruction or self-inflicted injuries;
2. Committing or attempting to commit an assault or criminal offence;
3. Riot, civil commotion, insurrections, war or hostilities;
4. Bodily or mental infirmity;
5. Poisoning in any form or inhalation of gas or fumes, which is of a voluntary nature (self-inflicted) or infection unless it is the direct result of an accidental injury;
6. Disease;
7. Participating in aeronautics, other than as a passenger on a regularly scheduled flight by a commercial aircraft.

Beneficiary: To the extent permitted by the laws applicable, each insured person may, by a writing deposited at the Head Office of the Company, appoint a beneficiary or beneficiaries, and may alter or revoke any such appointment. If any beneficiary predeceases the insured person, any interest of such beneficiary in this policy shall thereupon belong to such person unless otherwise provided.

d) Income Insurance Plan

Benefit - 66 2/3% of regular weekly earnings with a maximum week benefit of seven hundred and fifty dollars (\$750.00)

- such benefits will be payable for days of absence from work, from the first (1st) day for accident or hospitalization, and fourth (4th) day due to illness, for a maximum period of fifty-two (52) weeks.
- The Company (Mack Sales and Service of Manitoba Ltd.) would cover the cost of the first (1st) day of sickness to a maximum of three (3) days at the rate of two-thirds (2/3) the employees rate of pay upon completion of "Claim for Group Weekly Indemnity Benefits" by an authorized physician. Phone call reports are not acceptable.

If an insured person becomes disabled as a result of bodily injury or illness and is thereby prevented from performing any and every duty of his/her occupation, the Company will pay, during the continuance of such disability, while this policy continues in force, and the unit or group of insured persons to which he/she belongs remains insured, the Income Insurance Benefit commencing on the fourth (4th) day of disability and payable for not more than the maximum period (i.e. fifty-two (52) weeks) during any one period of disability, except if the disability results from an accident or hospitalization, any indemnity to which the employee is entitled shall be payable from the first day of disability.

Successive periods of disability separated by less than fourteen (14) days of continuous active employment shall be considered as one continuous period of disability unless they arise from different and unrelated causes.

Exceptions: No benefits will be payable for any period of disability:

1. During which the insured person is not under the regular care of a physician legally licensed to practice medicine.
2. If any such period of disability commenced while the insured person was not actively employed due to an indefinite layoff or suspension of business operations.
3. During which an employee is on an authorized leave of absence, other than for union meetings and seminars.
4. During which the insured person is entitled to and received a periodic payment under any worker's compensation act or similar law.
5. No benefits shall be payable under this policy if disability shall result directly or indirectly from:
 - (i) participation in any riot or civil commotion,
 - (ii) self-inflicted

The Company agrees, however, to review each case under (4) above according to its own merits.

In the event any employee has cause for complaint with regard to the above-mentioned health and welfare benefits then in all matters of interpretation and administration, judgement will be taken from the insurance carrier's policy 41689, copies of which will be made available to the Union.

Dental Plan

Effective the signing date, the Company agrees to provide, at no cost to the employee, the Canada Life Healthguard Dental Plan. The plan will be administered in accordance with the rules as contained in the "master" contract issued by the insurer -The Canada Life Insurance Company. The plan will require no deductible to be paid and will pay 100% of those costs allowed for the insured dental treatment (as contained in the plan outline) according to the Manitoba Dental Association Suggested Fee Guide for General Practitioners and Specialists.

Exclusions and Limitations:

The following will not be paid by this Plan:

1. Expenses payable under any other provisions of this policy;
2. Expenses incurred for cosmetic purposes;

3. Expenses for services received because of dental injury for which a covered person is entitled to compensation under any Worker's Compensation Act;
4. Expenses in respect of any dental injury resulting from an act of war or hostilities of any kind;
5. Expenses for services for which coverage is provided under any other insurance plan or policy;
6. More than one examination for a Covered Person during any period of six (6) consecutive months;
7. Expenses for services received for which a Covered Person is not required to pay.

Medical Plan

The Plan will pay reasonable charges for the medically necessary health expenses not covered by government plans. Eligible expenses and limitations are explained in group policy 41689.

Vision Care

Company paid vision plan to a maximum of three hundred and fifty dollars (\$350.00) effective January 1, 2009 per employee and family member each 24 month period, to include prescription and contact lenses. The plan will also cover the cost of eye examination to a maximum of one hundred dollars (\$100.00) every twenty-four (24) months.

ARTICLE 30 - BEREAVEMENT PAY

In the case of necessary absence due to death in his/her immediate family (i.e. spouse, son or daughter, **mother, father**), an employee who has completed his/her probationary period shall be paid at his/her regular rate of pay for time lost, not to exceed five (5) working days, including the day of the funeral or memorial service, while making arrangements for and/or attending the funeral or memorial service.

An employee who has completed his/her probationary period shall be paid at his/her regular rate of pay for time lost, not to exceed three (3) working days, including the day of the funeral or memorial service, while making arrangements for and/or attending the funeral or memorial service of his/her brother, sister, mother-in-law or father-in-law, son-in-law, daughter-in-law and grandchild.

In the case of grandparents, brother or sister-in-law, the employee who has completed his/her probationary period will be paid for one (1) day's pay at straight time for the day of the funeral or memorial service, and only providing that the employee has attended the funeral or memorial service.

ARTICLE 31 - SENIORITY INCENTIVE

Effective June 1, 1981, any employee completing a full thirteen (13) years seniority will be entitled to an extra day's pay. This will increase by one day per year of seniority to a maximum of five (5) days. The employee must be in the employment of the Company as at June 1st to qualify. No credit will be given for a partial year. Any applicable pay will be provided on a separate cheque paid in the second pay period of June.

ARTICLE 32 - CLASSIFICATION AND WAGE RATES

COLA FROZEN FOR THE DURATION OF THIS COLLECTIVE AGREEMENT.

The Company agrees to continue the current cost of living formula.

The below listed classification and wage rates shall become effective for employees in the bargaining unit as indicated:

Hourly Wage Rates

Classification	Effective Jan. 1, 2015		Effective Jan. 1, 2016		Effective Jan. 1, 2017	
	Min	Max	Min	Max	Min	Max
Journeyman Mechanic	33.34	35.55	33.84	36.08	34.18	36.44
Journeyman Parts Person	28.89	29.75	29.18	30.05	29.47	30.35
Helper	19.14	19.30	19.14	19.30	19.14	19.30
Utility Worker	16.85		17.10		17.27	
Shipper/Receiver	18.60		18.60		18.60	

And applicable COLA rate as of December 31, 2011

Apprentices Mechanics (Hired after 1, January 1992)

- 1st Year 65% of Journeyman rate
- 2nd Year 70% of Journeyman rate
- 3rd Year 75% of Journeyman rate
- 4th Year 80% of Journeyman rate

Apprentice Parts Person

The employee's rate of pay during his apprenticeship will be as follows:

- 1st Year 66% of the Journeyman rate
- 2nd Year 73% of the Journeyman rate
- 3rd Year 80% of the Journeyman rate

Apprentices, upon satisfactory completion of the Apprenticeship Program shall be reclassified to Journeyman Mechanic or Journeyman Parts Person, and be paid the maximum of the rate of the classification.

The Company will reimburse employees upon successful completion of each level, in the Apprenticeship Program, to the maximum of \$200.00 towards the cost of their books upon receipt of proof of purchase.

New employees hired in the Journeyman classification may be started at the minimum rate for a probationary period of 90 days after which they will be paid the maximum rate for a journeyman.

Present employees classified as Journeyman Mechanic and Journeyman Parts Person and not at the maximum rate of the classification will be dealt with in the same manner.

Present employees and new hires employed in Helper, Shipper/Receiver, Journeyman Parts Person classifications who do not receive the maximum rate in their classifications, shall receive automatic increases of five cents (5¢) per hour each six (6) months to the maximum of the rate of their classification.

Effective March 1, 2013, and thereafter during the period of this agreement, each employee shall receive a cost of living allowance as set forth in this section.

The amount of cost of living allowance (COLA) shall be determined in accordance with changes in the Consumer Price Index on the base 2002 = 100, hereafter referred to as the "2002 Consumer Price Index" or "2002 CPI".

In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 Index point - i.e. .05 and greater rounded upward and less than .05 rounded downward.

Effective January 1, 2013 the amount 7¢ per hour COLA will be incorporated into the base rate.

The COLA shall be computed using the three month average of the 2002 CPI for August, September and October 2012 as the base period. Cost of living adjustments will be made on a quarterly basis at the following times:

Effective Date of Adjustment
For pay period beginning on or
After March 1, 2013 and at three
calendar month intervals thereafter

Based upon three month average of
The 2012 CPI for:
November 2012, December 2012 &
January 2013 and at three calendar
month intervals thereafter

One cent (1¢) adjustments in the cost of living shall become payable for each .0618 change in the 2002 Consumer Price Index.

For purposes of this collective agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form or the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly Index in its present form and calculated on the same basis as the Index for January 2012.

ARTICLE 33 - GENERAL

Section 1 The Company will furnish foul weather gear for the Shop employee's use as follows:

- Two (2) pairs rubber boots,
- Three (3) raincoats,
- **One pair of industrial gloves per Shop employee in winter and one in summer**

The Company will provide a parka to each Shop employee who has accrued at least six (6) months of seniority. Should this parka be lost or damaged, by virtue of the employee's negligence, misuse or abuse, the employee is responsible for purchasing a suitable replacement. The Company will replace parkas that become unusable by virtue of a workplace incident that is not the result of the employee's negligence, misuse or abuse or as a result of regular wear and tear. Each employee with over six (6) months' seniority must have such a parka for use at the Company's facility.

In addition, the Company will have available at its facility four (4) Company parkas for the use of Parts employees and those Shop employees who have less than six (6) months' seniority.

Utility person to be supplied with cold weather boots of the same value of the boot allowance in Article 24 Section 3 and thermal coveralls.

For greater clarity, Shop employee includes Mechanics and Utility persons.

Section 2 Employees using their own cars on Company business will be paid forty-two (42¢) per kilometre in accordance with Company policy with a minimum reimbursement of ten dollars (\$10.00) in any one shift. The use of the employee's car is strictly voluntary.

Section 3 The Company agrees to provide a tool allowance of up to four hundred and fifty (\$450.00) dollars plus GST and PST per contract year. Tool allowance cannot be compounded from year to year. It is understood the tool allowance cannot be used to purchase a tool box and the tools purchased under the tool allowance must be applicable for use in the shop. **Not only may tool allowance not be carried forward from year to year but it is also not paid out upon cessation of employment.**

To qualify for the tool allowance new employees must have completed one year of service.

Journeyman Mechanics, Mechanics, Helpers, and Apprentices are eligible for the allowance. This allowance will be provided only upon submission of receipts for tools purchased during the applicable contract year.

Section 4 The Company will assume the responsibility for the replacement of tools and tool boxes belonging to its employees in the event such tools and tool boxes become damaged by forcible entry, lost by fire, or if the entire tool box is lost by theft where there is evidence of breakage and forcible entry.

All single tools must be listed and valued on the basis of a mutually agreed standard and the list presented by the employee to the Service Manager prior to any theft or fire. Any loss will be subject to a \$25.00 employee deductible per occurrence. The Company assumes no responsibility for the misplacement of any tools. To be eligible for this coverage, the greatest portion of the tools would have to be damaged or lost by theft.

While this covers the general area of coverage, there may be some areas which may be subject to language refinements.

On an annual basis, Technicians are to provide a listing of all tools with current photos and supply this information to the Manager for insurance purposes.

Section 5 Tuition Refund

Participation in an evening course shall be refunded 50% of tuition costs upon successful completion of the course and the remaining 50% after one year, providing the member is still employed with Mack Sales and Service of Manitoba Ltd. Course selection will be solely at the Company's discretion.

Section 6 Medical Refund

The Company agrees to pay for all Bargaining Unit employee's medical examination for Class I licences and all other medical forms/reports, notes and/or claim forms prepared by the attending physician and required by the Company effective January 27, 2010.

Section 7 The Company agrees to pay into a Social Justice Fund one (1) cent per hour per employee for all regular hours worked or paid. The purpose of the Social Justice Fund is to provide financial assistance to such entities as food banks, registered Canadian charities to assist the innocent victims of droughts, famines, and other dislocations. Such monies to be paid quarterly into a trust fund established by the National Union, **Unifor**, and sent by the Company to the following address:

Unifor Social Justice Fund
205 Placer Court
North York
Willowdale, ON M2H 3H9

Section 8 Paid Education Leave

Starting 1 January 1997, the Company agrees to pay into a special fund, two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, **Unifor** and sent by the Company to the following address: Unifor Leadership Training Fund, 205 Placer Court, North York, Willowdale, ON M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

The Company further agrees to supply the Union with the following information when each contribution is sent to the Paid Education Leave Program: The Local Union number, the Bargaining Unit(s) covered, the number of employees, the number of hours used in the payment calculation, and the period of time covered.

Section 9 Canadian Skilled Trades Council

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of written authorization from the Union. The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit, howsoever founded which may arise out of any action taken by the Company in accordance with terms herein.

First deduction to be made from the employee's first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

- Section 10 The Company shall pay all employees to write **such Certification Tests which are authorized in advance in writing by the Company** at straight time rates for the actual time allotted for such tests. Payment will be made upon proof of successful completion.
- Section 11 The Company shall pay at the applicable rate for employees to attend meetings.
- Section 12 The Company will provide parking spots and plug-ins for all bargaining unit employees. The preference for allocation of spots will be by seniority and the list setting out the allocation will be posted on the bulletin board.

ARTICLE 34 - DURATION OF CONTRACT

Section 1 This Agreement shall be and remain in full force effective January 1, **2015** to December 31, **2017** inclusive or until negotiations are completed, whichever is the later.

If either party desires to change or modify this Agreement, notice must be given in writing not more than ninety (90) days or not less than thirty (30) days prior to December 31, **2017**.

Signed this 27 day of January, 2015.

FOR THE UNION:



Brent Charron President Unifor Local 144


Gina Smoke Unifor National Representative


Ian Marnoch Unit Chairperson Local 144


Ron Tucker Committeeperson Local 144

FOR THE COMPANY:


Morgan Letwin

LETTER OF UNDERSTANDING

In the event the parts department needs to increase the parts personnel, there shall be one partsperson working 8:00 A.M. until 4:30 P.M. This shift will be eligible to the current parts personnel or the new partsperson. This shift is to be considered a day shift from Monday through Friday.

The Senior person bidding on this shift will be granted said shift.

Signed this 27 day of January, 2015.

FOR THE UNION:

Bert Hanson
[Signature]
Ken Marmoch
Donald Tucker

FOR THE COMPANY:

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

MACK SALES AND SERVICE OF MANITOBA LTD.

AND:

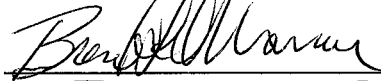
UNIFOR, LOCAL 144

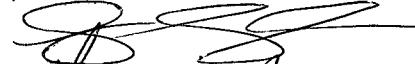
RE: UNIFOR FLAG


In recognition of the relationship between the Company and the Union and the excellent job performed by the **Unifor** members, the Company agrees to fly the "**Unifor** Flag" on top of its building. The Union will provide the flag which will, at all times, remain the property of the Union. (note: this agreement is subject to approval of "Mack Canada").

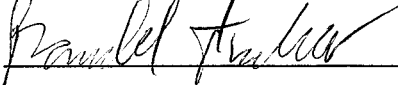
Signed this 27 day of January, 2015.

FOR THE UNION:










FOR THE COMPANY:



LETTER OF UNDERSTANDING

BETWEEN:

MACK SALES AND SERVICE OF MANITOBA LTD.

AND:

UNIFOR, LOCAL 144

RE: APPRENTICESHIP

The parties recognize the benefit of apprentices achieving their certification as quickly as possible. The Company will make every effort to ensure that the apprentices receive the required practical experience and will not hold them back from taking their next level as soon as it is available. All employees coming into the Apprenticeship classification will be indentured immediately.

Signed this 27 day of January, 2015.

FOR THE UNION:

Brend Murray
[Signature]
Jan Womack
Ronald Fisher

FOR THE COMPANY:

[Signature]
