

A.H.-695 THORNTON SERVICE LTD.

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COLLECTIVE LABOUR AGREEMENT.

ARRIVED AT

BETWEEN:

L'UNION GENERALE DES TRAVAILLEURS DE MONTREAL, (Division Transport par Camions), affiliée au CONGRES CANADIEN DU TRAVAIL, Labour Organization Having its head office in the City of Ottawa and a regional office at 2020 Clark Street, in the city and District of Montreal, Province of Quebec.

Hereinafter called: "The UNION"

AND,

TAGGART SERVICE LIMITED, a body politic and corporate having its Head Office at 99 Chamberlain Avenue, City of Ottawa, County of Carleton, Province of Ontario, and a business premise at 188 Shannon Street, in the City and District of Montreal, Province of Quebec.

Hereinafter called: "The COMPANY"

THE PARTIES HERETO HAVE MUTUALLY AGREED AS FOLLOWS.

General Principles.

ARTICLE 1. - PURPOSE.

1.01 The parties hereto ^{have} formulated this Agreement in order to promote and maintain a peaceful and harmonious relationship between "The Company" and such of its employees as now are or may become subject to provisions hereof.

ARTICLE 2. DEFINITIONS.

2.01 For the purpose of this agreement.

- a) "Employees " means all the "truck drivers and their helpers except foremen and employees under 16 years of age " as now are or may become employees of TAGGART SERVICE LIMITED, IN MONTREAL. Province of Quebec.

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Art. 2 Definitions (Cont'd)

2.01 b) "GRIEVANCE " means a difference arising between an employee or the UNION and TAGGART SERVICE LIMITED as to the meaning or application of any provision of this Collective Labour Agreement, or as to Union Security, Conditions of Employment, Conditions of work, ^{Wages} Hours of work, time of work, hiring, Promoting, Demoting Transferring Suspending , or releasing of any employee, etc.....

ARTICLE 3. RESERVATIONS.

3.01 Nothing in this Collective Labour Agreement shall be interpreted as a renunciation of any right or privilege belonging to any employee or to the CANADIAN CONGRESS OF LABOUR, in virtue of any law or any regulation applicable, present or future, federal, provincial or municipal.

ARTICLE 4. RECOGNITION OF THE RIGHTS,
and POWERS OF THE PARTIES.

4.01 The Company recognizes and accords to the CANADIAN CONGRESSES OF LABOUR.

a) The exclusive right and power to represent " all truck drivers and their helpers EXCEPT foremen and employees under 16 years of age", for the purpose of bargaining and concluding a Collective Labour Agreement with respect to relationsbetween the parties, and the Union Security, the Hours of work, the Times of work the Wages, and all other conditions of work and Conditions of Employment of its above mentioned workers (employees) and,

b) The right, competence and authorization, to oversee the execution and application of this Collective Labour Agreement, and, to take all legal and juridical procedures in its own name, for everything dealt with in this Collective Labour Agreement.

4.02 The CANADIAN CONGRESS OF LABOUR recognizes to the Company:

a) The exclusive right and power to hire, discharge, transfer, promote and demote any of its employees, subject to the right of any of them, who feels to be unjustly treated, to present his complaint to the "GRIEVANCE COMMITTEE" as explained hereinafter; and

b) The exclusive right and power to maintain order, discipline and efficiency.

ARTICLE 5. POSTING NOTICES.

5.01 The UNION shall have the right to post, on notice board on the Company's property, notices stating the time and place of its meetings and other news of interest to its members.

ARTICLE 6. PAY AND LEAVE OF ABSENCE
FROM DUTY FOR UNION ACTIVITIES:

6.01 An employee who must attend any meeting for grievance purpose between the Company and the UNION, and who attends such meeting on this working time, shall be paid at his regular rate.

6.02 The delegate chosen by the UNION to represent it at the annual National Convention of the CANADIAN CONGRESS OF LABOUR, will be granted the necessary time off without pay, which will not be considered as vacation time.

UNION SECURITY.

ARTICLE 7 MAINTENANCE OF MEMBERSHIP.

7.01 All employees who are members of the UNION or who may later become members, shall remain members in good standing as a condition of employment.

ARTICLE 8. CHECK-OFF.

8.01 On the written authorization of an employee, drawn on accordance with the form set out in "Schedule B" of this Collective Labour Agreement, the Company will deduct from his wages and earnings the sum of \$1.25 (one dollar and twenty five cents) for monthly dues and will remit to the Secretary- Treasurer of the Union the full amount so collected, before the 15th of each month.

CONDITIONS OF WORK.

ARTICLE 9.- HOURS OF WORK.

9.01 The regular working hours shall be as follows:

- a) From 7.30 a.m. till 6.30 and from Monday to Friday inclusive;
- b) From 7.30 a.m. till 12.30 p.m. on Saturday.

9.02 Any employee called into work shall be paid at least four (4) hours, if work is not available, at regular rate.

ARTICLE 10. STATUTORY HOLIDAYS.

10.01 Every Sunday shall be observed as a "holiday" and any work performed on that day shall be paid for at the rate of double time.

Art. 10 Statutory holidays (cont'd)

10.02 The following days shall be observed as "Holidays"

New Year's Day	Confederation Day
Good Friday	Labour Day
St. John Baptiste Day	Christmas Day

a n d:

- a) employees shall be paid at the rate of double time for any work performed on any of the above mentioned "holidays"
- b) employees shall receive a minimum of eight (8) hours pay or the average hours worked during that week, whichever is the most, without performing any work, on the following holidays".

New Year's Day
Labour Day
Christmas Day

10.03 Any holiday listed in this Article falling on a Sunday shall not be observed on the day on which it is to be publicly observed, and the observance of such above mentioned holidays may be made on other days than the calendar date, when so proclaimed by Federal, Provincial or Civic Authority.

ARTICLE 11 VACATIONS.

11.01 Any employee governed by the present Collective Labour Agreement, is entitled:

- a) If he has not yet completed a year's continuous service in the employ of the Company, to a continuous annual vacation with pay having a minimum duration of as many half days as the number of calendar months during which he has been in the employ of the Company.

Art. 11 Vacations (Cont')

b) after one (1) year's continuous service in the employ of the Company, to a continuous annual vacations with pay having a minimum duration of seven (7) days comprising at least six (6) working days: and

c) After five (5) year's continuous service in the employ of the Company, to a continuous annual vacation with pay having a minimum duration of fourteen (14) days comprising at least twelve (12) working days.

11.02 An employee will receive an extra day of vacation without pay, for each holiday mentioned in article 10.02 falling within his vacation period.

Such holiday will be taken at the end of his vacation, for, at such other time as may be mutually agreed upon between the Company and the employee affected.

11.03 An employee will receive an extra day of vacation with pay, for each holiday mentioned in article 10.02 B. falling within his vacation period.

Such holiday will be taken at the end of his vacation, or at such other time as may be mutually agreed upon between the Company and the employee affected.

11.04 Every vacation shall be given by the Company, as mutually agreed upon between the Company and the employee concerned, however the Company will do its utmost to grant these holidays during the Summer months.

11.05 In setting the time for vacation periods, seniority shall govern.

ARTICLE 12.- VACATION PAY.

12.01 An employee entitled to one (1) week vacation, or less, shall receive for his vacation pay 2% (two per cent) of his earnings for the time employed.

12.02 An employee entitled to two (2) weeks vacation shall receive for his vacation pay 4% (four per cent " of his earnings for the preceding year:

12.03 Vacation pay shall be given to an employee before his departure on vacation:

12.04 The annual amount of earnings of an employee will be calculated, to fix vacation pay, prior to the vacation date of each year.

ARTICLE 13. COMPENSATION IN LIEU
OF VACATION PAY.

13.01 When an employee leaves the employ of the Company, he or his heir or heiress shall, in lieu of any further vacation pay, receive additional compensation based on the number of full calendar months he has served continuously and for which he has not received a vacation with pay.

Such additional compensation shall be calculated as follows:

- a) 2% (two per cent) of the employee earnings for each of such months which would contribute to the earning of seven days vacation, or less, and
- b) 4% (four per cent) of the employee earnings for each of such months which would contribute to the earning of fourteen (14) days vacation,

ARTICLE 14. MINIMUM GUARANTEED WAGES

14.01 All truck drivers. shall be paid at the rate of:

77 cents per hour for the first three months employment;

79 cents per hour after three months employment;

82 cents per hour after six months employment;

Helpers shall receive

67 cents per hour for the first three months employment

69 cents per hour after three months employment;

72 cents per hour after six months employment;

ARTICLE 15. OVERTIME.

15.01 Time worked in excess of the regular 55 hours a week shall be paid for at the rate of time-and-one-half;

15.02 Time worked in excess of 10 hours a day shall be paid at the rate of time-and-one-half if such employee has not worked at least 55 hours or more during that week.

ARTICLE 16. SENIORITY.

16.01 The purpose of seniority is to provide a declared policy of work security, measured by length of service.

16.02 For the purpose of this agreement, in all: promotions, "transfers " demotions", lay-offs ", and retiring" seniority shall prevail providing that in the opinion of the Company there is equality of skill

Art. 16 Seniority (cont')

16.03 The Company will post revised seniority list each two months. Such list will be posted in the spots mentioned in article 5 of that collective Labour Agreement.

ARTICLE 17. GRIEVANCE COMMITTEE.
AND GRIEVANCE PROCEDURE.

17.01 The Employees members of the Canadian Congress of Labour will elect a "Grievance Committee" whose duty it shall be to negotiate with the representatives of the Company for the peaceful and speedy settlement of any dispute that may arise between the Company and any of them.

17.02 An employee having a grievance, real or fancied, and failing to obtain satisfaction, shall have the right to submit this complaint to the Grievance Committee, which in turn, shall have the right to take up the matter with the representatives of the Company.

17.03 It is agreed that an effort will be made to settle such grievance satisfactorily within five (5) days.

17.04 In the settlement of any grievance, the grievance committee shall have the right to call in higher officers of the Canadian Congress of Labour not in the employ of the Company to assist in obtaining a settlement.

17.05 In the event of failure to arrive at such satisfactory settlement the matter shall be referred, without delay to a Conciliation Officer appointed by the Minister of Labour (for Province of Quebec) and if such officer's report shows that agreement has been impossible, the Minister shall appoint a Council of Arbitration.-

ARTICLE 18. GENERAL WORKING CONDITIONS.

18.01 The Company shall equip all its trucks so as to ensure the safety of the drivers.

18.02 The Company agrees to maintain its trucks in the best possible condition.

18.03 It is agreed that no employee will be responsible for any accident due to faulty mechanism of a truck.

18.04 In case of accident, the Company agrees to give first aid to the **injured** and transport them at its own expense, to a Hospital or a Doctor's office.

18.05 Upon mutual request of the parties to this agreement, or by the request of the company, an employee shall be subject to physical examination by a competent physician, at the Company's expense.

ARTICLE 19. UNLISTED RIGHTS AND PRIVILEGES.

19.01 It is understood that all privileges at present enjoyed by the employees and accepted by the Company to which no reference has been made in this agreement, shall continue as heretofore, and that no attempt shall be made by the Company to discontinue them.

ARTICLE 20. DURATION OF AGREEMENT.

20.01 The present Collective Labour Agreement shall continue for a period of one (1) year, from the 10th of December 1948 and it shall be renewed with full force and effect for additional periods of

Art. 20. Duration of Agreement (cont')

one (1) year, unless it is terminated by one party or the other, by notice in writing, delivered to the other party, within a delay which shall not be more than sixty (60) days nor less than thirty (3) days prior to the expiration of each period.

DATED AT Montreal, Province of Quebec this twenty-fourth day of January 1949.

WITNESS to the execution by the Canadian Congress of labour, at Montreal P.Q. this 21st day of January 1949
21st.....

EXECUTED FOR:
THE CANADIAN CONGRESS OF LABOUR
Signé: Jacques Chaloult.

WITNESS to the execution by L'Union Générale des Travailleurs de Montreal, (Division Transport par Camions), affiliée au Congrès Canadien du Travail, at Montreal P.Q. this 31st day of January 1949

EXECUTED FOR:
L'UNION GENERALE DES TRAVAILLEURS DE MONTREAL (Division Transport par Camions), affiliée au Congrès Canadien du Travail.
Signé: Georges Pelletier.

WITNESS to the execution by Taggart Service Limited, at Montreal P.Q., this 24th day of January 1949

EXECUTED FOR:
TAGGART SERVICE LIMITED
Signé: J.-A. Perkins.

The retroactivity of this contract shall be as of December 10th, 1948, to January 26th, P.N. 1949 and payable on May 1st, 1949 and we will begin the new scale of wages on January 27th, 1949, on.

Signé Jacques Chaloult.
For: The Canadian Congress of Labour.

Vraie Copie;

Lazarovitz Chaloult & Venilleux

Procureurs du Congrès Canadien du Travail.-

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Dans le différend survenu entre:

TAGGART SERVICE LIMITED,

employeur,

et

L'UNION GENERALE DES TRAVAILLEURS
de Montréal (Section du Transport par
Camions CCT)

représentant les employés.

SENTENCE ARBITRALE

I.- Constitution du Conseil d'arbitrage

Le conseil d'arbitrage, dans l'affaire ci-dessus, était
constitué de :

M. L.-P. LAFORCE, nommé par l'employeur;

Me Chs. DEVLIN, avocat, représentant de L'Union;

Le Juge Irénée LAGARDE, président du dit tribunal,
nommé par le Ministère du Travail de cette province,

M. Kenneth CAMPBELL, représentant l'employeur;

Me Jacques Chalout, défendait les intérêts de L'Union.

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II - Rapport des Commissaires

Le 20 août 1948, l'Union générale des Travailleurs de Montréal, division transport par camions, obtenait de la Commission des relations ouvrières sa certification syndicale en vertu de la Loi des relations ouvrières, ch. 162A, S.R.Q. 1941, et de la Loi des différends entre les services publics et leur salariés, ch. 169 des mêmes statuts refondus, tel qu'il appert à la dite certification, toujours en vigueur, et qui se lit ainsi:

"La Commission de relations ouvrières
"a récemment pris connaissance de la
"demande de reconnaissance syndicale
"que vous lui aviez soumise.

"Celle-ci, après s'être conformée aux
"dispositions de la Loi à cet effet,
"a, le 18 août 1948, DECIDE D'émettre
"un certificat de reconnaissance en
"faveur de L'UNION GENERALE DES
"TRAVAILLEURS DE MONTREAL (DIV. TRANS-
"PORT PAR CAMIONS) AFF. CONGRES CANADIEN
"DUTRAVAIL, pour représenter "all
"truck drivers and their helpers
"EXCEPT foremen and employees under
"16 years of age" à l'emploi de TAGGART
"SERVICE LTD MONTREAL aux fins de
"conclure avec ceux-ci une convention
"collective de travail, le tout confor-
"mément aux dispositions de la Loi des
"relations ouvrières de Québec et la
"Loi des Différends entre les Services
"Publics et leurs salariés".

Il s'ensuit donc que la décision de ce tribunal
d'arbitrage devient obligatoire et lie les parties

Le différend survenu entre ces deux parties
portait sur plusieurs points, soit:

- a) heures de travail, art. 9 du contrat;
- b) congés statutaires, art. 10;

- c) vacances, art. II;
- d) salaires, art. I4;
- e) temps supplémentaire, art. I5;
- f) conditions générales de travail, art. I8

Les séances du tribunal d'arbitrage eurent lieu au bureau du Ministère du Travail et les séances de délibérations au bureau du président, à savoir au Palais de Justice, à Montréal.

Durant les séances publiques, preuve et contre-preuve ont été faites sur les diverses réclamations de L'Union et des notes substantielles ont été prises par les membres du comité d'arbitrage.

Après plusieurs séances de délibérations, les trois arbitres en sont venus à une décision unanime qu'ils résument ainsi, en ajoutant l'art. 8 que d'un commun accord les deux parties ont accepté:

article 8 Cet article est amendé en remplaçant dans la dernière ligne du premier paragraphe, les trois derniers mots, c'est-à-dire " of each month" par les mots " of same month".

article 9 Cet article tel que proposé par l'Union est accepté en son entier.

article 10. L'Art. 10, page 2, devra se lire ainsi: "The following days shall be observed as holidays: New Year's Day, Good Friday, St, John Baptist Day, Confederation Day, Labour Day, Christmas Day.

and

- a) employees shall receive a minimum of 10 hours pay, without performing any work, on any of the following holidays, to wit: New Year's Day, Christmas Day, Labour Day and St. John Baptist Days
- b) employees shall be paid at the rate of double time for any work performed on any of above mentioned holidays, to wit: New Year's Day, Good Friday, St. John Baptist Day, Confederation Day, Labour Day and Christmas Day, but it is optional to the employees to work on such holidays if asked so to work. "

Article II. Cet article est amendé en remplaçant, dans la première ligne de l'alinéa "c" du premier paragraphe, le mot "cinq" par le mot "trois" et se lira ainsi: "After three year's continuous service in the employ of the Company, to a continuous annual vacation with pay having a minimum duration of fourteen days comprising at least twelve working days".

Article I 4 l'art. I4 de l'ancien contrat est

remplacé par le suivant:

- (I) "Drivers of 'trailers" and "semi-trailers" shall be paid at the rate of: \$0.80 cents per hour for the first.

three months employment;

\$ 0.82 cents per hour after three months employment;

\$ 0.85 cents per hour after six months employment;

(2) Drivers of other trucks and platform-men or dock-men shall be paid at the rate of:

\$ 0.79 cents per hour for the first three months employment;

\$ 0.81 cents per hour after three months employment;

\$ 0.84 cents per hour after six months employment;

(3) Helpers shall be paid at the rate of:

\$ 0.69 cents per hour for the first three months employment;

\$ 0.71 cents per hour after three months employment;

\$ 0.74 cents per hour after six months employment;

Article 15 L'art. 15, par. 2, de l'ancienne convention est modifié de la façon suivante:

(2) Time work outside the regular working hours shall be paid at the rate of time-and-one-half.

Article 18 L'art. 18 de l'ancienne convention est amendé en y ajoutant les paragraphes 6 et 7 qui se lisent comme suit:

- (6) The Company agrees to hire sufficient platform-men or dock-men, to handle merchandises on the paltform.
- (7) The Company agrees to have a time-clock so the employees could registered their in an out working hours, and to have "first-aid-kit" in the garage.

Article 20

The present Collective Labour Agreement shall continue for a period of one year, from the 1st of May, 1950, and shall be renewed with full force and effect for additional periods of one year, unless it is terminated, by one party or the other, by notice in writing, delivered to the other party, within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, and in case of such notice, the present Collective Labour Agreement shall remain in force and effect during negotiations.

Tel que ci-dessus déclaré, cette sentence est une sentence unanime des trois arbitres. Ci-joint l'entente, au complet, entre les deux parties.

Vraie copie

LAZAROVITZ, CHALOUT & VEILLEUX.

Procureurs de la partie syndicale-

Membre du bureau d'arbitrage représentant
l'employeur

Membre du bureau d'arbitrage représentant
L'Union

Le président

COLLECTIVE LABOUR AGREEMENT

BETWEEN:

L'UNION GENERALE DES TRAVAILLEURS DE MONTREAL, (Division Transport par Camions), affiliée au CONGRES CANADIEN DU TRAVAIL, Labour Organization having its head office in the City of Ottawa, and a regional office at 2020 Clark, Street, in the City and District of Montreal, Province of Quebec.

Hereinafter called: "THE UNION"

A N D

TAGGART SERVICE LIMITED, a body politic and corporate having its Head Office at 99 Chamberlain Avenue, City of Ottawa, County of Carleton, Province of Ontario, and a business premises at 188 Shamrock Street, in the City and District of Montreal, Province of Quebec,

Hereinafter called: "THE COMPANY"

COLLECTIVE LABOUR AGREEMENT

BETWEEN: L'UNION GENERALE DES TRAVAILLEURS DE MONTREAL, (Division Transport par Camions), affiliée au CONGRES CANADIEN DU TRAVAIL, Labour Organization having its head office in the City of Ottawa, and a regional office at 2020 Clark Street, in the City and District of Montreal, Province of Quebec,

Hereinafter called: "THE UNION"

A N D TAGGART SERVICE LIMITED, a body politic and corporate having its Head Office at 99 Chamberlain Avenue, City of Ottawa, County of Carleton, Province of Ontario, and a business premise at 188 Shannon Street, in the City and District of Montreal, Province of Quebec.

Hereinafter called: "THE COMPANY"

THE PARTIES HAVE MUTUALLY AGREED AS FOLLOWS:

GENERAL PRINCIPLES

ARTICLE 1: PURPOSE

1.01 The parties hereto have formulated this Agreement in order to promote and maintain a peaceful and harmonious relationship between "The Company" and such of its employees as now are or may become subject to provisions hereof.

ARTICLE 2: DEFINITIONS

2.01 For the purpose of this agreement:

- a) "Employees" means all the "truck drivers and their helpers except foremen and employees under 16 years of age" as now are or may become employees of TAGGART SERVICE LIMITED, in Montreal, Province of Quebec.

Art. 2 Definitions (cont')

- b) "GRIEVANCE" means a difference arising between an employee of the UNION and TAGGART SERVICE LIMITED as to the meaning or application of any provision of this Collective Labour Agreement, or as to Union Security, Conditions of Employment, Conditions of Work, Wages, Hours of Work, Time of Work, Hiring, Promoting, Demoting, Transferring, Suspending, or Releasing of any employee etc....

ARTICLE 3: RESERVATIONS

3.01 Nothing in this Collective Labour Agreement shall be interpreted as a renunciation of any right or privilege belonging to any employee or to the CANADIAN CONGRESS OF LABOUR, in virtue of any law or any regulation applicable, present or future, federal, provincial, or municipal.

ARTICLE 4: RECOGNITION OF THE RIGHTS AND POWERS OF THE PARTIES

4.01 The Company recognizes and accords to the CANADIAN CONGRESS OF LABOUR:

- a) The exclusive right and power to represent "all truck drivers and their helpers EXCEPT formen and employees under 16 years of age", for the purpose of bargaining and concluding a Collective Labour Agreement with respect to relations between the parties, and the Union Security, the Hours of Work, the Times of Work, ^{the Wages,} and all other conditions of Employment of its above mentioned workers (employees); and.

Art. 4 Recognition of the rights . . . (cont't).

- b) The right, competence and authorization, to oversee the execution and application of this Collective Labour Agreement, and, to take all legal and juridical procedure in its **OWN** name, for every thing dealt with in this Collective Labour Agreement.

4.02 The CANADIAN CONGRESS OF LABOUR recognizes to the Company:

- a) The exclusive right and power to hire, discharge, transfer, promote and demote any of its employees, subject to the right of any of them, who feels to be unjustly treated, to present his complaint to the "GRIEVANCE COMMITTEE", as explained hereinafter; and
- b) The exclusive right and power to maintain order, discipline and efficiency.

ARTICLE 5: POSTING NOTICES

5.01 The UNION shall have the right to post, on notice board on the Company's property, notices stating the time and place of its meetings and other news of interest to its members.

ARTICLE 6: PAY AND LEAVE OF ABSENCE FROM DUTY FOR UNION ACTIVITIES

6.01 An employee who must attend any meeting for grievance purposes between the Company and the UNION, and who attends such meeting on his working time, shall be paid at his regular rate.

Art. 6 Pay and leave of absence. . . . (cont't)

6.02 The delegate chosen by the UNION to represent it at the annual National Convention of the CANADIAN CONGRESS OF LABOUR, will be granted the necessary time off without pay, which will not be considered as vacation time.

U N I O N S E C U R I T Y

ARTICLE 7: MAINTENANCE OF MEMBERSHIP

7.01 All employees who are members of the UNION, or who may later become members, shall remain members in good standing as a condition of employment.

ARTICLE 8: CHECK-OFF

8.01 On the written authorization of an employee, drawn on accordance with the form set out in "Schedule B" of this Collective Labour Agreement, the Company will deduct from his wages and earnings the sum of \$1.25 (one dollar and twenty-five cents) for monthly dues and will remit to the Secretary-Treasurer of the Union the full amount so collected, before the 15th of same month.

C o n d i t i o n s o f W o r k

ARTICLE 9: HOURS OF WORK

9.01 The regular working hours shall be as follows:

- (I) Drivers of any kind of trucks and their helpers
 - a) From: 7.30 a.m. till 6.30 p.m. from Monday to Friday inclusive;
 - b) From 7.30 a.m. till 12.30 p.m. on Saturday.

Art. 9 Hours of Work (cont't)

(2) Platform-men or dock-men

- a) Nine consecutive hours at any time between
6.30 p.m. and 7.30 a.m.

9.02 An employee called into work shall be paid at least four (4) hours, at regular rate, if work is not available.

ARTICLE 10:STATUTORY HOLIDAYS

10.01 Every Sunday shall be observed as a "holiday", and any work performed on that day shall be paid for at the rate of double time.

10.02 The following days shall be observed as "holidays"

New Year's Day	Confederation Day
Good Friday	Labour Day
St. John Baptist Day	Christmas Day

a n d:

- a) "employees shall receive a minimum of ten (10) hours pay, without performing any work, on any of the following holidays, to wit:

New Year's Day	Christmas Day
St. John Baptist Day	Labour Day

- b) employees shall be paid at the rate of double time for any work performed on any of above mentioned holidays, to wit:

New Year's Day	Confederation Day
Good Friday	Labour Day
St. John Baptist Day	Christmas Day

but it is optional to the employees to work on such holidays if asked so to work.

10.03 Any holiday listed in this article falling on a Sunday shall be observed on the day on which it is to be publicly observed, and the observance of such above mentioned holidays may be made on other days than the calendar date, when so proclaimed by Federal, Provincial or Civic Authority.

ARTICLE II: VACATIONS

II.01 Any employee governed by the present Collective Labour Agreement, is entitled:

- a) If he has not yet completed a year's continuous service in the employ of the Company, to a continuous annual vacation with pay having a minimum duration of as many half-days as the number of calendar months during which he has been in the employ of the Company.
- b) After one (1) year's continuous service in the employ of the Company, to a continuous annual vacation with pay having a minimum duration of seven (7) days comprising at least six (6) working days; and
- c) After three (3) year's continuous service in the employ of the Company, to a continuous annual vacation with pay having a minimum duration of fourteen (14) days comprising at least twelve (12) working days.

II.02 An employee will receive an extra day of vacation without pay, for each holiday mentioned in article IO.02 falling within his vacation period.

Such holiday will be taken at the end of his vacation, for, at such other time as may be mutually agreed upon between the Company and the employee affected

II.03 An employee will receive an extra day of vacation with pay, for each holiday mentioned in article IO.02-b falling within his vacation period.

Such holiday will be taken at the end of his vacation, or at such other time as may be mutually agreed upon between the Company and the employee affected.

Art. II Vacations (Cont't)

II.04 Every vacation shall be given by the Company, as mutually agreed upon between the Company and the employee concerned; however the Company will do its utmost to grant these holidays during the Summer months.

II.05 In setting the time for vacation periods, seniority shall govern.

ARTICLE 12: VACATION PAY

12.01 An employee entitled to one (1) week vacation, or less, shall receive for his vacation pay 2% (two per cent) of his earnings for the time employed.

12.02 An employee entitled to two (2) weeks vacation shall receive, for his vacation pay 4% (four per cent) of his earnings for the preceding year.

12.03 Vacation pay shall be given to an employee before his departure on vacation.

12.04 The annual amount of earnings, of an employee will be calculated, to fix vacation pay, prior to the vacation date of each year.

ARTICLE 13: COMPENSATION IN LIEU OF VACATION PAY

13.01 When an employee leaves the employ of the Company, he or his heir or heiress shall, in lieu of any further vacation pay, receive additional compensation based on the number of full calendar months he has served continuously and for which he has not received a vacation with pay.

Art. 13 Compensation in lieu of vacation pay (cont't)

Such additional compensation shall be calculated as follows;

- a) 2% (two per cent) of the employee earnings for each of such months which would contribute to the earnings of seven days vacation, or less; and
- b) 4% (four per cent) of the employee's earnings for each of such months which would contribute to the earning of fourteen (14) days vacation.

ARTICLE 14: MINIMUM GUARANTEED WAGES

14.01 (1) Drivers of "trailers" and " semi-trailers"

shall be paid at the rate of:

- \$ 0.80 per hour for the first three months employment;
- 0.82 cents per hour after three months employment;
- 0.85 cents per hour after six months employment.

(2) Drivers of other trucks and platform-men or

dock-men shall be paid at the rate of:

- \$0.79 cents per hour for the first three months employment;
- 0.81 cents per hour after three months employment;
- 0.84 cents per hour after six months employment.

(3) Helpers shall be paid at the rate of:

- \$0.89 cents per hour for the first three months employment;
- 0.71 cents per hour after three months employment;
- 0.74 cents per hour after six months employment.

ARTICLE 15: OVERTIME

15.01 Time worked in excess of the regular 55 hours a week shall be paid for at the rate of time-and-one-half.

Art. 15 Overtime (cont't)

15.02 Time work outside the regular working hours shall be paid at the rate of time-and-one-half.

ARTICLE 16: SENIORITY

16.01 The purpose of seniority is to provide a declared policy of work security, measured by length of service.

16.02 For the purpose of this agreement, in all: "promotions", "transfer", "demotions", "lay-offs" and "rehiring", seniority shall prevail providing that in the opinion of the Company there is equality of skill

16.03 The Company will post revised seniority list, each two months. Such list will be posted in the spots mentioned in article 5 of that Collective Labour Agreement.

ARTICLE 17: GRIEVANCE COMMITTEE AND GRIEVANCE PROCEDURE

17.01 The employees members of the CANADIAN CONGRESS OF LABOUR will elect a "Grievance Committee" whose duty it shall be to negotiate with the representatives of the Company for the peaceful and speedy settlement of any dispute that may arise between the Company and any of them.

17.02 An employee having a grievance, real or fancied, and failing to obtain satisfaction, shall have the right to submit this complaint to the Grievance Committee which, in turn, shall have the right to take up the matter with the representatives of the Company.

17.03 It is agreed that an effort will be made to settle such grievance satisfactorily within five (5) days.

Art. 17 Grievance Committee and Grievance Procedure (con't)

17.04 In the Settlement of any grievance, the Grievance Committee shall have the right to call in higher officers of the CANADIAN CONGRESS OF LABOUR, not in the employ of the Company to assist in obtaining a settlement.

17.05 In the event of failure to arrive at such satisfactory settlement the matter shall be referred without delay, to a Conciliation Officer appointed by the Minister of Labour (for Province of Québec) and if such Officer's report shows that agreement has been impossible, the Minister shall appoint a Council of Arbitration.

ARTICLE 18: GENERAL WORKING CONDITIONS

18.01 The Company shall equip all its trucks so as to ensure the safety of the drivers.

18.02 The Company agrees to maintain its trucks in the best possible condition.

18.03 It is agreed that no employee will be responsible for any accident due to faulty mechanism of a truck.

18.04 In case of accident, the Company agrees to give first aid to the injured and transport them, at its own expense, to a Hospital or a Doctor's office.

18.05 Upon mutual request of the parties to this agreement, or by the request of the Company, any employee shall be subject to a physical examination by a competent physician, at the Company's expense.

Art. 18 General Working Conditions (con't)

18.06 The Company agrees to hire sufficient platform-men or dock-men, to handle merchandise on the platforms.

18.07 The Company agrees to have a time-clock so the employees could register their in and out working hours, and to have "first-aid" kit in the garage.

ARTICLE 19: UNLINTED RIGHTS AND PRIVILEGES

19.01 It is understood that all privileges at present enjoyed by the employees and accepted by the Company to which no reference has been made in this agreement, shall continue as heretofore, and that no attempt shall be made by the Company to discontinue them.

ARTICLE 20: DURATION OF AGREEMENT

20.01 The present Collective Labour Agreement shall continue for a period of one year, from 1st of May 1950, and shall be renewed with full force and effect for additional periods of one year, unless it is terminated, by one party or the other, by notice in writing, delivered to the other party, within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, and in case of such notice, the present Collective Labour Agreement shall remain in force and effect during negotiations.

DATED at Montreal, of Quebec, this
day of

Vraie copie

LAZAROVITZ CHALOUT & VEILLEUX

Procureurs de la partie syndicale-

CANADA

Province de Québec-
District de Montréal-

QUEBEC

UNION GENERALE DES TRAVAILLEURS DE
MONTRÉAL - DIVISION: TRANSPORT PAR
CAMIONS - CONGRES CANADIEN DU TRA-
VAIL.

partie syndicale-

- et -

TAGGART SERVICE LIMITED .

partie patronale-

CONVENTION COLLECTIVE DE TRAVAIL
1er mai 1950 - 1er mai 1951

Enregistrées: _____ mai 1950 -

No. enrégis: _____ -

LAZAROVITZ, CHALOUT & VEILLEUX
AVOCATS
Bloc Florence
59, rue St-Joseph QUEBEC.

Tél: 5-6175

Proc. pour la partie syndicale-