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COLLECTIVE AGREEMENT

- between -

**882819 ONTARIO LIMITED
O/A MORRICE TRANSPORTATION**

- and -

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA (CAW-CANADA) AND
ITS LOCAL 195**

TERM: May 27, 2005
-to-
May 26, 2008

13838 (01)

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ARTICLE 1 - PURPOSE

- 1:01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages. Nothing in this agreement will be administered in such a way that is less than allowed under the Canada Labour Code.

ARTICLE 2 - SCOPE & RECOGNITION

- 2:01** The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the Province of Ontario save and except supervisors, persons above the rank of supervisor, dispatchers, office and sales staff.
- 2:02** Employees excluded from the bargaining unit will not perform work regularly done by bargaining unit employees with the following exceptions:
- (a) While instructing and/or training employees.
 - (b) When bargaining unit employees are not available.
 - (c) During emergency situations.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01** The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of management, and without affecting the generality of the foregoing, it has the right to determine the size of and direct the workforce, to extend or curtail operations, and to hire, promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union, or, otherwise curtailed in the agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause, subject to the employee's right to file a grievance.

The above management rights will not be exercised in any way which is inconsistent with the terms of this Collective Agreement.

ARTICLE 4 - UNION SECURITY

- 4:01** As a condition of continued employment, all present employees covered by this agreement shall become and remain members of the Union at the signing of this Agreement and all new employees covered by this Agreement shall become and remain members of the Union upon completion of the probationary period.
- 4:02** During the life of this Agreement, the Company will deduct from the earnings of each employee covered by this Agreement, union initiation fees and dues laid down by the Constitution and By-Laws of the Union. At the end of each calendar month and prior to the

tenth (10th) of the following month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deduction made.

- 4:03** In the event that an employee does not receive a pay cheque in the week in which union dues are deducted such dues will be deducted from his next pay cheque or from the next dues deduction period.
- 4:04** The Company will submit electronically to the Financial Secretary of Local 195, CAW a complete list of all bargaining unit employees, with the dues cheque, designating opposite the name of each employee the amount deducted, or if no deduction was made, the reason why, i.e. laid-off, sick or injured, etc. A copy of this check off list will be given to the Union plant chairperson, The Constitution provides that an employee who works forty (40) hours or more in any one calendar month, or receives pay equivalent to forty (40) hours or more, is required to pay dues as provided by the Constitution of the National Union and the Local Union By-Laws.
- 4:05** The Company will supply to the Union Local and Unit Chair, in January of each year a list of all bargaining unit employees showing their current names, clock numbers and the total amount of union dues collected for the previous year. In addition the addresses, phone number and social insurance numbers will be provided. The Company shall record on the T-4 slip of each employee, the actual amount of Union dues deducted during the previous year.
- 4:06** The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing after the funds have been deducted and remitted to the Union.
- 4:07** The monies referred to in this Article are to be held in trust by the Employer. These monies cannot be used in any fashion by the Employer or its agents acting on behalf of its creditors. The sole and exclusive role of the Employer is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.

ARTICLE 5 - STRIKES & LOCKOUTS

- 5:01** There will be no strikes or lockouts during the life of this agreement. Strikes and or lockouts will be defined as per the Canada Labour Code.

ARTICLE 6 - NO DISCRIMINATION

- 6:01** The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity.

It is agreed that the Canadian Bill of Rights shall apply to the terms, administration and operation of this Collective Agreement.

6:02 Harassment in the Workplace

The Union and the Company recognize the problem of sexual and racial harassment in the workplace and are committed to ending it.

Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

"Unwelcome" or "unwanted" in this context mean any actions which the harasser knows or ought to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Because of the sensitive, personal natures of harassment complaints, especially racial and sexual harassment, the victim may prefer initially to seek other assistance.

This could be any local Union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the top local Union leadership.

The local Union president and the unit chairperson must contact the CAW national representative, and if necessary, they will meet with a senior Company representative(s) to carry out an investigation. The issue must be handled with confidentiality, and is to be resolved within twenty (20) working days of notifying the unit chairperson and local Union president.

Any resolution of a harassment complaint must reflect the serious natures of such acts and

send a clear signal that they will not be tolerated.

ARTICLE 7 - DATA TO BE SUPPLIED TO THE UNION

7:01 The Company will supply to the Union committee with the following information at the end of each year unless a lesser time period is stipulated herein every month and send a copy to the local union office:

1. Employees who acquire seniority - monthly.
2. Employees by rate and classification – yearly.
3. Employees transferred into or out of the Bargaining Unit – on the day of the occurrence.
4. Employees on leave of absence – as they occur.
5. Employees on Sickness and Accident and Compensation – on the date of occurrence.
6. Layoffs and recall – as they occur.
7. Employees who have lost seniority – on the date of occurrence.
8. Employees who are discharged – at the time of occurrence.
9. Names, addresses and postal codes of all retired and active employees, including probationary employees.

ARTICLE 8 - REPRESENTATION

8:01 The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership, a Shop Committee. The Company will recognize the Shop Committee for the purpose of bargaining collective agreements and representing employees on matters arising from the agreement as well as other matters connected with their employment. The Company will recognize four (4) members of the Shop Committee representing Windsor, Chatham and Toronto yards.

Should the Company open any new terminal or yard an additional committeeperson will be recognized for each terminal and/or yard provided that there are at least eight (8) members working out of that yard and/or terminal.

8:02 A National Representative and/or a Local Union official may, at the request of the Union, be present and participate in any meetings of the Shop Committee with the Company.

8:03 The Union recognizes and agrees that members of the Shop Committee have regular duties to perform in connection with their employment and that only such reasonable time as is necessary will be taken by such persons with grievances. Such time will be without loss of pay.

8:04 Meetings between the Shop Committee and the Company will be held during regular working hours and without loss of pay.

8:05 The Company will recognize alternate committeepersons elected and or appointed by the union on any day or shift where regular members of the Shop Committee are not available.

- 8:06** The Shop Committee and the Company representative shall meet providing there is business for their joint consideration at such times as may be mutually agreed upon. A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed.
- 8:07** a) The Shop Committee Chairperson will have the option to be employed on the day shift, and will be assigned local runs including local U.S. whenever possible and the Chairperson reserves the right to decline highway runs. Should the Chairperson opt not to work dayshift, there must be another Committeeperson on days.
- b) The Shop Committee will receive a minimum of nine (9) hours pay per day Monday to Friday provided that the work is available.
- 8:09** The Company will pay each of the four (4) members of the Negotiating Committee, at straight time hourly rates, for up to three (3) days to prepare for negotiations and for the time spent in negotiations up to and including the date a strike or lockout commences. For each preparation day or negotiation session that occurs, such payment shall be to a maximum of nine (9) hours.
- 8:10** The National Representative or Representatives of the Union shall be entitled to meet with the Shop Committee in a reasonable period of time not to exceed one (1) hour prior to the final step grievance meeting with no loss of wages.
- 8:11** The Company will promptly give the Chairperson and Committeepersons messages when phone calls are received for them relating to union business and the Chairperson and the Committeepersons will be allowed reasonable time to return such calls, provided the Union does not abuse this provision.
- 8:12** The Company agrees to pay the chairperson nine (9) hours pay while attending the CAW Local 195 plant chairperson's seminar, once per year.
- 8:13** The Company agrees to provide a collective agreement to all employees, and twenty (20) copies to the National Union within three (3) months after ratification.
- 8:14** The Company will pay monthly into a special fund one cent (1¢) per hour per employee for all compensated hours to the Local Union for the purpose of representation in areas of W.C.B., U.I., C.P.P., disability and health and welfare benefits.
- In addition, this fund will be used to maintain the Local's fitness centre for its members and their families.
- 8:15** In addition to time referred to elsewhere in this article, the chairperson of the Shop Committee will be allowed six (6) hours per week on Monday to attend to routine union matters.
- 8:16** The Company will provide the Chairperson with a cell phone allowance of \$100.00 per month and each Committeeperson with a Mike phone and use allowance of \$50.00 per

ARTICLE 9 - SENIORITY

month.

9:01 An employee will be considered to be on probation and not place on the seniority list until after he or she has been in the employ of the Company and has completed ninety (90) calendar days in which he or she rendered services within a period of twelve (12) months.

Upon attaining seniority, an employee's seniority date shall be his or her date of hire. Each employee will be assigned a master number which shall reflect their order of hire. Where employees have the same seniority date they shall be listed on the seniority list in order of starting times.

9:02 A seniority list of employees shall be maintained and updated each three (3) calendar months by the Company on a shop-wide basis and shall show the seniority of each employee. A copy shall be given to the Shop Committee and Chairperson in accordance with the provisions of Article 7:01.

9:03 The members of the Shop Committee will be retained at work, notwithstanding their position on the seniority list, so long as work is available which they are able to satisfactorily perform.

9:04 Loss of Seniority
The seniority rights and employment of an employee shall cease for any of the following reasons:

- 1.** If an employee voluntarily quits the employ of the Company;
- 2.** If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- 3.** If an employee is absent for three (3) consecutive working days without notifying the Company and giving satisfactory reasons for such failure to notify;
- 4.** If an employee fails to report to work on the next working day after the expiry of a leave of absence without furnishing satisfactory reasons for such failure;
- 5.** If an employee fails to return to work within three (3) consecutive scheduled working days after receipt of a notice of recall issued by the Company and sent registered mail to the last known address of the employee shown in the Company's records or six (6) scheduled working days from the day the Company mailed the registered letter, whichever is later;
- 6.** If an employee is laid off for a period of thirty-six (36) months or for a period of time equal to their accumulated seniority at date of layoff, whichever is greater.
- 7.** Upon attaining the age of 65 years.

ARTICLE 10 - LAYOFF & RECALL

- 10:01** Whenever it becomes necessary to decrease the workforce, probationary employees from the yard affected will be the first laid off. If further layoffs are necessary, the Company will identify which yard the redundant positions are in and lay off the junior employees in that yard. Any employee so affected for more than three (3) consecutive tours of duty and/or ten (10) tours of duty per year, will be allowed to exercise his/her seniority to displace the most junior drivers.
- 10:02** Employees who have been laid off in accordance with the above procedure, will be returned to work in line of seniority in which they are laid off.
- 10:03** The Company will provide the Chairperson of the Union Shop Committee with a list of employees to be laid off or recalled, as well as any cancellation of such notices.
- 10:04** Owner Operators will not be utilized to perform work usually performed by bargaining unit members, when bargaining unit members are on layoff.

Notwithstanding the above, the parties recognize that there are currently Owner Operators working out of the Toronto Yard who normally perform the same type of work as bargaining unit members. It is therefore understood that if bargaining unit members in Toronto are on layoff those Owner Operators will not be used and if bargaining unit members in yards other than Toronto are on layoff these owner operators will only be used if the laid off members from other yards do not wish to displace them. The owner operators referred to are:

Unit #585	Rajbir Hundal
Unit #586	Sukhminder Singh
Unit #588	Chris Belzs
Unit #591	Sukhminder Sing
Unit #592	Sukbaj Bhuller
Unit #601	Gary Singh

- 10:05** A layoff is defined as any bargaining unit driver who has not been given a start time within thirty (30) hours of completing his ten (10) hour DOT rest period. Should any bargaining unit driver not be scheduled within the above mentioned time period (or if this clause is applied, to any bargaining unit driver more than once per week), said employee may file a grievance and will be compensated for lost hours if Owner Operators were utilized during the employee's layoff period.

ARTICLE 11 - JOB POSTING

- 11:01** Job bids are assigned by terminal for one (1) year duration. All jobs will be posted for re-bid by March 15th and shall take effect no later than March 31st or the following Monday. All bids will be assigned to drivers based on their seniority and qualifications. Additional bid jobs that arise during the course of a bid year will be posted and

employees will be entitled to one (1) addition bid per job bid year.

11:02 In the event that a bid job is permanently cancelled by the customer or management, the driver will be eligible to use his seniority and bump to other bid positions.

11:03 In the event that a driver resigns from a bid or is removed from the bid for reasons accredited to his performance, the driver will be placed on the open board.

11:04 Dispatch has the right to assign work other than the job bid if deemed necessary to satisfy our customer's needs. Management will not arbitrarily assign employees to other jobs and must have a business reason in doing so.

11:05 Management reserves the right to alter, suspend, or terminate any bid it chooses in keeping with management of it's Company. Management will not arbitrarily alter, suspend or terminate any bids without having a business reason in doing so.

11:06 Classification to Classification

When a vacancy arises in a classification which the Company chooses to fill it shall be posted for three (3) working days and bargaining unit employees will be allowed to apply in forms supplied by the Company.

The applicant with the highest seniority who is able to perform the work required will be awarded the job. The Company will post notice of all successful applicants.

The Company will provide the union chairperson with copies of all job postings, applications and successful applicant notices.

11:07 The parties agree that in cases where employees are not at work because of injury, illness, vacation, leave of absence, etc..., when jobs are available to bid on, said employees will be allowed to submit bids for vacant positions according to the following conditions:

9. Employees may through the Shop Committee submit written authorization of their desire to bid on particular vacancies that may arise during their absence.
10. If this is not done prior to the employee's absence it will be the employee's responsibility to contact the Company and/or the Shop Committee during their absence to check on any available openings and forward written notice to the Shop Committee of their desire to bid on any vacancies.
11. Should the employee's return to work date be either unknown or longer than thirty (30) days away, and their bid is successful, the Company will post said job temporarily with the understanding that the successful applicant to the temporary position will only hold such position until the absent employee returns to work, at which time the employee holding the temporary vacancy will return to their regular position.

ARTICLE 12 - HOURS OF WORK

- 12:01 a) The regular work week for drivers will begin at 6:00 p.m. Sunday. Hours will be in keeping with D.O.T./M.T.O. regulations, however, said driver assigned to open board jobs will begin with a 6:00 p.m. punch in Sunday up to and including a punch in of 5:59 a.m. Saturday in keeping with D.O.T./M.T.O. regulations.

The regular work day will be in keeping with M.T.O./D.O.T. hours of service, however said driver after obtaining twelve (12) hours once coming on duty may decline additional work offered to them upon their arrival at their home terminal or Drivers who have obtained a full load which constitutes returning to their terminal will not be redirected to any drop yard or other location but shall continue to their terminal provided that:

1. Any additional pickups are not part of a designed customer run;
2. The employee notifies dispatch of his intention to decline beyond twelve (12) hours work previous to their departure from the last dispatched location.

Those drivers who have not accumulated fifty-four (54) hours will report for duty when required prior to 6:00 a.m. punch in on Saturdays and complete up to and including the D.O.T./M.T.O. hours of service regulations sixty (60) hours seven (7) days. Drivers with a punch in time prior to 6:00 a.m. Saturday beginning on their five (5) regular work shifts, will be paid regular earnings hours/mileage provided the driver has received ten (10) full hours from punch out time.

The half (1/2) hour unpaid lunch only applies when drivers work longer than eight (8) hours. In case of combination hourly and mileage pay, no lunch will be deducted from any driver who has five (5) or more highway hours for the day.

It shall be understood that the work radius of Day Cab operator will be within two hundred, fifty (250) miles of their home terminal. Any driver being dispatched beyond this radius will have the right to refuse said work.

This mileage calculation will be based on PC Miler practical miler or equivalent program.

- (b) While the normal hours of work for Drivers will be between 6:00 p.m. Sunday and 6:00 a.m. Saturday, the parties recognize the right of the company to post ten percent (10%) of driver jobs which will work Tuesday through Saturday and ten percent (10%) of driver's jobs which will work Sunday through Thursday. Notwithstanding the overtime provisions of Article 13, overtime for these positions will be based on employees sixth or seventh tour of duty.

12:02 Starting Times

Employees on bid jobs will start work according to their individual assignment. Employees

who do not have bid jobs but work from the open board will be pre-dispatched between 9:00 a.m. and 11:00 a.m. Sunday, by seniority, as work becomes available, thereafter will be called on a first in first out rotation basis for the balance of the week.

All loads available as of 9am each Sunday will be offered in seniority order. Throughout the work week all same time start dispatches will be issued by seniority preferences.

12:03 Paid Breaks

Hourly rated drivers will be entitled to two (2) fifteen minute paid breaks, one in the first half of their shift and one in the second half of their shift.

12:04 A driver who with 24 hours written notice requests not to work past a specific time on a weekday will not be dispatched beyond that time.

12:05 Dock Workers

- a) The regular hours of work for Dock Workers will be five (5) eight (8) hour days per week with a half (1/2) hour unpaid lunch each day.

Shift hours will be:

Days – 5:00 a.m. to 1:30 p.m. - Tuesday through Saturday - ½ hour unpaid lunch.

Afternoons – Monday 12 noon to 8:30 p.m. – Tuesday to Friday – 3:00 p.m. to 11:30 p.m. – ½ hour unpaid lunch.

Midnights – Monday to Friday – 9:00 p.m. to 5:30 a.m. – ½ hour unpaid lunch.

Or as otherwise agreed to.

- b) Dock Workers will receive a paid fifteen (15) minute break in each half of their shift.

c) **Overtime Rates**

Dock workers will not be required to work more than eight (8) hours in any day or forty-eight (48) hours in any week.

Time and one half (1-1/2) of regular rates will be paid for all hours beyond eight (8) hours in any day.

Time and one half (1-1/2) of regular rates will be paid for all hours worked on a Dock Workers sixty (6th) day of work.

Time and one half (1-1/2) will be paid for all hours worked on a Sunday by Dock Workers.

All hours worked on a holiday by a Dock Worker will be paid at the rate of double time (2x) plus the holiday pay.

d) **Shift Premiums – Dock Workers**

Afternoons 20¢ - retroactive to May 27th, 2005;

Midnights 25¢ - retroactive to May 27th, 2005.

e) Dock Workers will rotate shifts every two (2) weeks or as otherwise agreed by the parties.

f) **Weekend Overtime Distribution**

The Company will post on Monday of each week an overtime sign up sheet for weekend or holiday overtime. Dock Workers must sign the overtime sheet by 4:00 p.m. Friday to indicate their willingness to work.

The Company will ask the Dock Workers from the shift required if he/she has signed the overtime sheet. If not, the Company will then ask other Dock Workers who have signed the sheet by seniority.

ARTICLE 13 - OVERTIME

13:01 All weekend overtime work from 6:00 a.m. Saturday through 6:00 p.m. Sunday shall be voluntary.

13:02 Any hourly work performed by a driver in excess of nine (9) hours in twenty-four (24), in any day of his or her regular work week will be paid for at the rate of time and one-half (1-1/2) his or her regular hourly rate. This provision does not apply in cases of combination highway and hourly pay. However any driver being requested to perform local hourly work after obtaining twelve (12) hours combination pay will be paid at an hourly rate of time and one-half (1-1/2).

* Local work as defined by radius in wage grid - fifty (50) miles in Canada – sixty-five (65) miles into U.S.

13:03 All hourly paid work beginning after 6:00 a.m. on Saturday will be paid for at the rate of time and one half (1-1/2X), including mileage.

13:04 All hourly paid work performed on Sunday prior to 6:00 p.m. start-up will be paid for at the rate of time and one half, including mileage.

13:05 All hourly paid work performed on a paid holiday will be paid at the rate of double time (2X) plus the holiday pay, mileage to be paid time and one half (1½) plus holiday pay.

13:06 Weekend overtime will be distributed by seniority to those full time employees who have signed the weekend overtime list before it is taken down by management between noon and 4pm each Friday.

13:07 Drivers who sign for overtime after the list is taken down by management and time stamped will only be used by seniority after those who signed for overtime before the list is taken

down. All overtime is voluntary, however, any employee who voluntarily does sign the overtime sheet must report for duty when required provided he/she has enough hours available to complete the assignment.

13:08 Any sixth tour of duty will be paid at time and one half (1-1/2) including mileage.

ARTICLE 14 - GRIEVANCE PROCEDURE

14:01 Any complaint arising between the employees and the Company regarding the application, interpretation and administration of the collective agreement shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the following procedure.

14:02 STEP 1

Any employee having a grievance shall first take the matter up with his immediate supervisor either directly or through the Union representative within five (5) working days of becoming aware of the matter. If no satisfaction is received within twenty-four (24) hours, the grievance shall then be submitted in writing by the Union representative to the department manager or his designate to discuss the grievance. Within three (3) working days the Company will provide a written answer to the Union.

14:03 STEP 2

If the answer of the department manager or his designate is not satisfactory to the Union, it may be appealed therefore by lodging an appeal in writing to the Operations Manager or Human Resources Manager within four (4) working days of the Company's delivery of the department manager's or designate's decision. Thereupon the grievance shall be placed upon an agenda for consideration at a conference between the Company and the Shop Committee which shall be held within ten (10) calendar days of the department manager's or designate's decision. The Company's decision on the grievance shall be given in writing within four (4) working days following the conference, and if the decision is still unsatisfactory to the Union, the grievance may be submitted to arbitration.

14:04 The agenda for the conference provided in Step 2 above shall be supplied by the Chairperson of the Committee to Management at least twenty-four (24) hours before the conference at which the appeals thereon are listed for discussion.

14:05 The time limits set forth in the grievance and arbitration provisions herein may be extended on the mutual agreement of the Union and the Company.

However, if the Company or Union fail to meet the time limits set out in this article, the grievance shall be deemed ruled in favour of the other party. Such deemed ruling shall be non-precedent setting.

14:06 For the purpose of the time limits prescribed in this Article, the work week shall be deemed to be Monday through Friday.

ARTICLE 15 - ARBITRATION

15:01 If either party's decision given following the conference in Step 2 of the Grievance Procedure is not satisfactory to the other party, such grievance may be submitted to arbitration provided written notice of appeal to arbitration is served within thirty (30) calendar days of the delivery of the decision appealed from. The party giving notice shall also notify the designated Arbitrator. Both parties agree that the following Arbitrators shall be used to arbitrate grievances.

1. Michael Watters
2. Ted Crljenica
3. Maureen Saltzman
4. Martin Teplitsky
5. W. B. Raynor

Arbitrators shall be designated in numerical order. When an Arbitrator is not available within sixty (60) days or any other time limit mutually agreed to by the parties, he will be bypassed in favour of the next Arbitrator in numerical order.

The decision of the Arbitrator shall be final and binding on both parties. The cost of the Arbitrator shall be shared equally by the Company and the Union.

15:02 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such a penalty.

15:03 All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view any disputed operations involved in the grievance.

15:04 Any allegation by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to Management and if by the Company to the Chairperson of the Committee.

Thereafter the policy grievance shall be dealt with at Step 2 of the Grievance Procedure and failing satisfactory settlement at the conference, the policy grievance may then be appealed to an arbitrator in accordance with the time limits and procedure herein provided for arbitration.

15:05 Commissioner System

- (a) Commissioner System: As an alternative to the regular arbitration procedure provided for herein, the parties may agree, in writing, to jointly refer a grievance for final and binding arbitration to a Grievance Commissioner, selected by mutual agreement of the parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein. Mr. Michael Watters shall be designated by the Company and the Union as the Commissioner to hear and determine these cases.

- (b) Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
- i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement;
 - ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union;
 - iii) The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner;
 - iv) The parties shall meet at least thirty days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together in a Joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing;
 - v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
 - vi) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.
- (c) No grievance will be referred to a Grievance commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Agreement.
- (d) Any grievance that is mutually agreed to be referred to a Grievance commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and

referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

- (e) The parties agree to Michael Watters as Commissioner or others as mutually agreed upon.

ARTICLE 16 - REPORTING IN PAY

16:01 Any employee reporting for work and who has not been properly notified not to report will receive a minimum of four (4) hours pay at the applicable hourly rate.

ARTICLE 17 - CALL BACK PAY

17:01 Any employee called back to work after completion of their regular shift will receive in such instance a minimum of four (4) hours pay based on their regular hourly rate.

ARTICLE 18 - ADMINISTRATION OF DISCIPLINE

18:01 When an employee is called to an interview by a member of supervision, and the subject of the interview is suspension or discharge, the employee will be so informed before the interview and will be advised to have his/her committee person present, and the interview will not proceed until the committee person is present.

No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months unless discipline is imposed for a similar offence within twelve (12) months, in which case, both would remain on the file for twelve (12) months from the second (2nd) incident.

Discipline is defined as a written warning to an employee. A copy must be given to the committee person.

The Company may only discipline within five (5) working days of becoming aware of the infraction in question.

ARTICLE 19 - NEW EMPLOYEE ORIENTATION

19:01 Union Information for New Employees

The Employer agrees to inform new employees that a Collective Agreement is in effect and inform them of the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

A new employee shall be advised of the name and location of his/her Union Representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her Union Representative who will provide the employee with a copy of the Collective Agreement. The Employer

agrees to schedule the new employees first shift for a reasonable period of time in the cab with a Committeeperson for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 20 - LEAVE OF ABSENCE

20:01 Provided the Company is still able to efficiently operate, the Company may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on leave of absence. A leave of absence shall not exceed ninety (90) calendar days.

An employee requesting a leave of absence shall do so in writing at least two (2) weeks prior to the commencement of the requested leave, except in cases of emergency. The Company will respond to such a request in writing within one (1) week. The Company will provide the Union with a copy of a leave of absence authorization form.

20:02 Provided the Company is still able to efficiently operate, a leave of absence without pay shall, upon the application of the Chairperson, be granted for any member of the Shop Committee and, if necessary, for up to three (3) members of the bargaining unit to attend to Union business provided the request is made in writing to a Company representative at least one (1) working day prior to the commencement of the leave of absence. The Company will pay lost time for all Union leaves under this article to employees at their hourly rate of pay, and such hourly rate of pay will be reimbursed by **CAW Local 195**.

20:03 The Company will grant employees maternity and parental leave in accordance with the provisions of the Canada Labour Board Regulations.

20:04 All leaves of absence in this agreement are unpaid unless otherwise stated.

ARTICLE 21 - INJURY ON THE JOB

21:01 An employee injured on the job shall be paid for the balance of his shift on which the injury occurred if, as a result of such injury, the employee is sent home by the Company or is sent to an outside hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Company will make available transportation for such injured employee.

ARTICLE 22 - JURY DUTY

22:01 The Company will make up the difference between the amount of money per day an employee received while serving as a member of a jury, jury selection including coroner's juries or subpoenaed witness, to an amount equal to the normal nine (9) hours pay which he/she would have been eligible to receive for working that day. This clause will also apply to employees subpoenaed as witnesses for matters relating to company business. Said employees will be granted appropriate leaves of absence without loss of seniority.

Employees will receive a minimum of four (4) hours.

ARTICLE 23 - BEREAVEMENT

23:01 In the event of the death of the spouse or child, an employee shall be granted an excused absence of five (5) working days at his/her base rate of pay, inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.

In the event of the death of an employees mother or father, sister or brother, father-in-law or mother-in-law, son-in-law and daughter-in-law, sister-in-law or brother-in-law, step-parent or a step-parent of a current spouse, stepchild, stepsister, or stepbrother, and grandchildren of any employee covered by this Agreement, such employee shall be granted an excused absence of three (3) working days at his/her base rate of pay, inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.

In the event of the death of an employees grandparent such employee shall be granted an excused absence of one (1) working day at his/her base rate of pay,

inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.

ARTICLE 24 - PAYDAY

24:01 Employees shall be paid by direct deposit on a weekly basis, on Thursday. In the event an employee's pay is short by seventy-five dollars (\$75.00) or more, the Employee shall have the option of either obtaining a cheque from the Company within twenty-four (24) hours of giving notice of the error to the Company or on the next pay.

ARTICLE 25 - BULLETINBOARD

25:01 The Company will supply a bulletin board in locked plexiglass cases in the Driver's Room at each yard for the sole and exclusive use of the Union.

ARTICLE 26 - MOVING LOCATION

26:01 In the event the Company moves any or all of its operations to a new location, the employees affected will have the right to transfer to the new location. Further this contract will apply and will remain in full force and effect at the new location and none of its rights and obligations will be varied.

ARTICLE 27 - PARTIAL OR TOTAL CLOSURE

27:01 The Company shall advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.

The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

ARTICLE 28 - UNION OFFICE

28:01 The Company will supply a heated office with a desk, three (3) chairs, telephone, fax machine, and related supplies, access to a photo copier and filing cabinet for the exclusive use of the Union. The Company will also clean and fix roof and tiles.

ARTICLE 29 - DRIVER'S ROOM

29:01 The Company will provide a Driver's Room, with tables and chairs so that drivers can complete their paperwork and use while waiting for loads or dispatch. A water cooler will be provided in this room, with cups and will be kept in full supply.

ARTICLE 30 - HEALTH & SAFETY

30:01 The employer and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally recognized to be in the best interests of all parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.

30:02 A joint health & safety committee consisting of two members from the union and two members from the Company will be established. All members of this committee will receive industry related training from the workers health & safety centre at company expense with no loss of wages.

The Committee will meet at least every three (3) months, for four (4) hours.

30:03 All vehicles shall be equipped with heaters, defrosters, heated mirrors and windshield washers in the interest of safety and such equipment shall be kept in proper working order. All units will be equipped with air ride seats.

All trucks equipped with air conditioning will be in working condition by May 1st of each calendar year. No unit will be deemed undriveable if air conditioner is not working. The Company will make needed repairs to the air conditioner by the next service of the particular unit.

30:04 The Company and the Employees agree to abide by the driving rules as laid down by the M.T.O./D.O.T.

- 30.05** It is understood that the employee must immediately report to the Company any accident involving a Company vehicle or any loss or damage to cargo.
- 30.06** No employee shall be compelled to operate equipment which is not in safe mechanical condition.
- 30.07** The maintenance of equipment in safe operating condition shall be the full responsibility of the Company.
- 30.08** The parties recognize that the Company has a safe driving incentive award policy in place. The Joint Health and Safety Committee will meet and mutually agree on the criteria to receive these awards based on the current amounts.

ARTICLE 31 - VACATIONS

31:01 Each employee will be entitled to a vacation with pay in accordance with the following schedule:

- 1.** Employees with less than one (1) year seniority will receive four percent (4%) of their gross earnings.
- 2.** One (1) year but less than five (5) years seniority, two (2) weeks vacation with four percent (4%) of gross earnings or ninety (90) hours pay, whichever is greater. The greater of only applies if, the employee has worked at least one thousand, forty (1040) hours in the previous vacation year.
- 3.** Five (5) years but less than eight (8) years seniority, three (3) weeks vacation with six percent (6%) of gross earnings or one hundred, thirty-five (135) hours pay, whichever is greater. The greater of only applies if the employee has worked one thousand, forty (1040) hours in the previous vacation year.
- 4.** Eight years but less than eighteen (18) years seniority, or more seniority four (4) weeks vacation with eight percent (8%) of gross earnings or one hundred and eighty (180) hours pay whichever is greater. The greater of only applies if the employee has worked one thousand, forty (1040) hours in the previous vacation year.
- 5.** Eighteen (18) years or more seniority five (5) weeks vacation with ten percent (10%) of gross earnings or two hundred and twenty-five (225) hours pay whichever is greater. The greater of only applies if the employee has worked one thousand, forty (1040) hours in the previous vacation year.

31:02 The vacation year will be from January 1 to December 31.

Employees will be asked for their vacation requests by March 15 of each year. The Company will reply to these requests by April 15 and grant requests by seniority. Employees who do

not make requests by March 15 as stated above, will be granted vacation on a first come first served basis.

If by October 31, an employee has not scheduled or utilized all of his vacation as per Article 31:03, the Company will meet with said employee in an effort to schedule the employee's vacation prior to December 31st. If an agreement cannot be reached, the Company will assign the employees remaining vacation time.

Provided employees submit requests by March 15, employees will be entitled to use two weeks of their vacation during the months of June, July and/or August, as long as there are not more than fifteen percent (15%) of all drivers on vacation in any given week.

In the event that less than fifteen percent (15%) request up to two (2) weeks vacation in June, July and/or August, the Company reserves the right to schedule up to fifteen percent (15%) of employees to be on vacation for two (2) weeks during June, July and/or August. Before forcing junior employees on vacation during this period, the Company will canvass for volunteers to take vacation or unpaid leave. In months other than June, July and August, the Company will allow up to two (2) employees off on vacation per week unless business levels allow more than two (2).

31:03 It will be mandatory for all employees to take his vacation herein provided during the vacation year.

31:04 Vacation pay will be issued on the pay day prior to the employee taking his vacation, or in the case of layoff, termination or quit on the first pay day following the layoff, termination or quit.

Employees with less than one (1) year seniority will receive their vacation pay by July 15th.

ARTICLE 32 - PAID HOLIDAYS

32:01 For the purpose of this agreement, the following days are paid holidays:

New Years Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Eve
Christmas Day
Boxing Day
New Year's Eve
Three (3) P.P.H. Days (2nd and 3rd year of Agreement)

All holidays shall be celebrated on a regular work day, Monday through Friday.

An employee having been absent within thirty (30) calendar days of the holiday will receive holiday pay.

Employees who are requested to work on such holiday shall be paid two (2) times the regular hourly rate for all hours worked plus holiday pay.

It is understood that no more than two employees may use a P.P.H. day on any given day, provided that the Company can still operate efficiently.

It is understood that employees hired after ratification of this agreement must have one (1) years seniority before being eligible for PPH days.

Holiday hours on Fridays will be celebrated from a punch in of 6AM Friday to 6AM Saturday joining into our Saturday premium start time of 6AM. The regular work week will end at 6AM those Fridays.

Holiday hours on Monday will be celebrated from a punch in of 6PM Sunday to 6PM Monday in following with our work week start of 6PM Sunday. The regular work week will begin at 6PM those Mondays.

Holiday hours on Tuesdays, Wednesdays or Thursdays will be celebrated from a punch in or 12:01AM of that holiday to 12:01AM of the following day. The regular work week will resume at 12:01Am of the following day.

A PPH day hours will be recognized as a twenty-four (24) hour period. Should this day be requested mid week the driver will simply be shown as becoming available twenty-four (24) hours from his normal due time after his ten (10) hours of rest.

ARTICLE 33 - BENEFITS

33:01 The Company will provide the following benefits for all seniority employees. Green Shield will be the carrier for all benefits except S&A and L.T.D., unless otherwise mutually agreed to.

All benefits in place at the signing of this agreement will remain in place throughout the life of this agreement with the exception of negotiated changes agreed to by the parties.

The Company to provide copies of all insurance policies.

Premium Costs

- a) Employees with less than two (2) years seniority will pay twenty-five percent (25%) of the premium costs and the Company will pay seventy-five percent (75%).
- b) The Company will pay 100% of premium costs for employees with two or more years of seniority.

Notwithstanding the above, each employee will pay 100% of the LTD premium.

- i) O.H.I.P.
- ii) Life Insurance and A.D.&D. - \$50,000.00
- iii) Dependent Life Insurance: Spouse - \$7,500.00
Child - \$5000.00
- iv) S&A - 66 2/3% of regular weekly earnings to a max of \$600.00 per week.
1st day hospitalization or accident.
8th day illness.
120 day coverage.
- v) LTD - 120 day waiting period - 66.67% of monthly earnings, premiums paid by employee
Two (2) year own occupation.
- vi) Extended Health Care - including Semi-Private
 - Out of Country - Global Medical
 - Prescription Drugs - \$3.00 co-pay
 - Hearing Aids
 - Vision Care - \$200.00 per two years per covered individual
 - Dental - current ODA fee schedule, 90% reimbursement, \$2,000.00 annual max per individual

All claim reimbursements will be mailed directly to the employee home address.

All benefits to remain in place as long as an employee is collecting S&A or LTD

New employees hired after June 19th, 2005 will be provided the benefits as listed above while on S. & A. or L.T.D. for two (2) years or length of seniority to a maximum of five (5) years.

Employees on layoff will be covered under benefit plans for the balance of the month of layoff plus one additional month.

Employees with less than two (2) years seniority who are on S&A and/or LTD will not be required to pay the twenty-five percent (25%) premium share referred to above. The Company will pay the employees portion until their return to work.

ARTICLE 34 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

34:01 Upon ratification, the Company will contribute sixty-one cents (61¢) in the first year, sixty-six cents (66¢) in the second year and seventy-five cents (75¢) in the third year, per compensated hour into employees individual RRSP accounts to be set up at the "Motor City Credit Union".

34:02 Any employee retiring after ratification of this agreement and who is at least sixty (60) years of age with ten (10) years service will receive from the Company one thousand dollars

(\$1,000.00) each year until age sixty-five (65) for the purchase of health care benefits.

Employees will be allowed to make additional voluntary contributions through payroll deduction.

ARTICLE 35 - CLASSIFICATION & WAGES

35:01 Driver

Driver	May 27th, 2005	May 27th, 2006	May 27th, 2007
	\$ 18.60	\$ 18.90	\$ 19.15
Mileage Rate	41¢ per mile	41.5¢ per mile	42¢ per mile
Dock Worker	\$ 16.60	\$ 16.90	\$ 17.15

Hourly vs. Mileage Radius

All work performed within a 50 mile radius in Ontario and a sixty-five (65) miles into the U.S.A. will be paid at the hourly rate of pay. Any dispatch beyond the above radiuses will be paid on a combination pay, mileagehourly basis.

Probationary Employees

Probationary rate is two dollars (\$2.00) per hour less or two cents (2¢) per mile less for those employees hired after June 16, 2002.

ARTICLE 36 - MISCELLANEOUS

36:01 Meal Allowance - \$15.00 Canadian/U.S. per layover

36:02 Motel Rooms - The Company will pay motel room costs when drivers are on layover. Drivers will not be required to share a room.

The Company will pay hourly rate for all time spent looking for and securing motel room.

36:03 Tolls - The Company will pay all tolls and advance same when known in advance.

36:04 ICC and I-94 Fees - The Company will cover the costs of I-94 fees, Fast Card renewal fees and any new cards or fees associated with border crossings.

36:05 Hold over Pay - Drivers on layover may be dispatched on their 10th hour. In the event they are not dispatched by the 12th hour they will be paid their regular hourly rate for up to nine (9) hours.

36:06 Drivers once contacted will have up to two (2) hours to report for duty.

36:07 Mileage/Pay drivers will be paid the hourly rate in the event their route is closed by any government agency.

36:08 The Company will pay one (1) hour of time for drivers complying with DOT random drug

testing.

36:09 Satellite Communication System

36:10 All drivers will be paid for fifteen (15) minutes of pre-trip inspection. Should an employee require additional time to complete other reasonable tasks including, but not limited to, snow or ice removal, the adding of fluids or any prior approved mechanical or electrical repairs prior to a trip, they will be paid their hourly rate for time spent completing such additional tasks provided that they have the comments column of their trip report initialled by their immediate supervisor, if available.

All drivers will be paid for fifteen (15) minutes for Post Trip Inspection.

36:11 Drivers will be responsible to clean their cabs of any personal items or debris.

36:12 The company will provide a one hundred dollar (\$100.00) one time allowance upon receipt to each employee for C.S.A. approved safety shoes.

36:13 The Company will provide a one hundred dollar (\$100.00) annual clothing allowance to Dock Workers and will also supply coveralls and gloves.

ARTICLE 37 - PAID EDUCATION LEAVE (PEL)

The Company agrees to pay into a special fund, one cent (1¢) per hour per employee for all straight time hours worked, for the purpose of providing paid education leave.

Said paid education leave will be for the purpose of upgrading the employee 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, CAW, and sent by the Company to the following address: **CAW Paid Education Leave Program, CAW Family Education Centre, R.R.#1, Port Elgin, Ontario NOH 2C5.**

ARTICLE 38 - DURATION ✖

~~The agreement shall be effective from the 27th day of May, 2005 to and including the 26th day of May, 2008.~~ Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 26th day of May, 2008, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

LETTER OF UNDERSTANDING#1

RE: DRIVER RATIO

It is agreed that the Company will hire a bargaining unit driver for each owner operator hired after April 30, 2000.

However, the driver ratio of April 30, 2000 will remain as is, 2 to 1.

Should three (3) Company drivers resign, the Company will hire three (3) Company drivers not in keeping with above procedure. Should three (3) owner operators resign, the Company will hire three (3) owner operators not in keeping with above procedure.

This letter of understanding will automatically become an inseparable part of the Collective Agreement upon ratification.

LETTER OF UNDERSTANDING#2

RE: ACCIDENTS

It is agreed that drivers involved in preventable accidents will be dealt with in accordance with the:

1. Seriousness of the accident
2. Degree of negligence or carelessness
3. Frequency of accidents

and in accordance with the following:

1st accident **Reprimand** and placed on notice. Any involvement in a second preventable accident within 12 months from date of 1st accident will be issued a one week suspension from duty.

2nd accident **One week suspension** and placed on notice. Any involvement in a third preventable accident within 18 months from date of 2nd accident will result in termination from employment.

3rd accident **Termination** of employment,

LETTER OF UNDERSTANDING#3

RE: PART-TIME DRIVERS

Given the current situation regarding the company's inability to recruit enough experienced full-time drivers and understanding that certain drivers are available on a part-time basis the parties agree to the following.

1. That part-time drivers will be kept on a separate seniority list after completion of contractual probation periods.
2. That part-time drivers will only be used when full-time bargaining unit drivers are not available.
3. That part-time drivers will receive contractual rates of pay but will not be covered under the health care benefits outlined in the collective agreement.
4. Vacation pay and or holiday pay for part-time drivers will be in accordance with the Canada Labour Code.
5. Should a part-time driver wish to become full-time the Company will recognize said driver as full-time, and his or her name will be placed on the full-time seniority list as the most junior full-time driver.
6. It is clearly understood and agreed that the Company will continue to try to recruit full-time drivers and that the use of part-time drivers will in no way impact on full-time drivers regular or overtime work hours.
7. That the use of part-times is a temporary measure until full-time drivers can be hired and further that this letter of understanding may be withdrawn by either party with two (2) weeks notice.

LETTER OF UNDERSTANDING #4

RE: ARTICLE 12:04

The parties agree that should cases arise where individuals appear to be abusing Article 12:04, then by mutual agreement of the Company and the Union Committee, on a case by case basis, said individual will be prohibited from exercising this clause.

LETTER OF UNDERSTANDING #5

RE: ARTICLE 12:01

The parties have spent considerable time in negotiations discussing excessive daily hours of work. The changes agreed to under Article 12:01 reflect the intent of the parties to avoid workdays beyond twelve (12) hours if at all possible. It is the intention of the Company to maintain staffing levels so as to meet this goal and the union understands that from time to time it will be necessary to work beyond twelve (12) hours in order to complete a tour of duty and/or satisfy urgent customer requirements.

LETTER OF UNDERSTANDING #6

RE: TRUCK GOVERNORS

The Company agrees to govern all trucks so as to be able to operate at 110 km per hour.

DATED IN WINDSOR, ONTARIO THIS _____ DAY OF _____, 200 ____.

FOR THE COMPANY

FOR THE UNION

cope343/dl

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