

**COLLECTIVE AGREEMENT**

**BETWEEN**

***Loomis Express***

**LOOMIS EXPRESS A DIVISION OF TRANSFORCE**  
(HEREINAFTER REFERRED TO AS "THE COMPANY")

**AND**



**UNIFOR**  
theUnion | le syndicat

**UNIFOR**  
**UNION OF CANADA (UNIFOR CANADA)**  
Locals 114, 755, 4005, 4050 & 4457  
(HEREINAFTER REFERRED TO AS "THE UNION")

**THIS AGREEMENT**  
entered into this 10th day of June, 2013

**BETWEEN:**

**LOOMIS EXPRESS A DIVISION OF TRANSFORCE  
(Hereinafter referred to as the "Company")**

**AND:**

**UNIFOR  
(UNIFOR - CANADA)  
(Hereinafter referred to as the "Union")**

WHEREAS it is the desire of the Company and the Union to enter into an agreement governing the wages, hours of work, and working conditions, of the Hourly Employees and Owner Operators of the Company in the classifications as contained within this Agreement arrived on by Memorandum on June 10<sup>th</sup> 2013 and which is incorporated into and forms part of this collective agreement and the applicable provincial appendices.

During the term of this Agreement there will be no lockout by the Company, nor any strike, work stoppage or slowdown by the Hourly Employees and Owner Operators.

WHEREAS the parties to this Agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

AND WHEREAS both parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations.

**Note;**

***No articles or clauses from both hourly employee and owner operator sections of each provincial appendix including any appendixes, schedules, business agreements, letters of understanding, intents or agreements may be in direct conflict with the National General Language provisions of this Collective Agreement. In such situations the National General Language provisions of this Collective Agreement shall prevail.***

**E&O Included**

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## **ARTICLE 1 – UNION RECOGNITION AND RIGHTS**

### **1.01 Union Recognition**

The Company recognizes the Union as the sole collective bargaining agent of the employees and owner operators covered by this agreement. Properly qualified Officers and Committeepersons of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees and owner operators who are members of the Union and are affected by this agreement.

### **1.02 No Discrimination**

The Company shall not discriminate against any of the employees or owner operators who are members of the Union for Union activity and/or for their activities in representing other employees or owner operators.

### **1.03 Successor Rights**

The provisions of Part 1, Chapter L-2, Section 44 of the *Canada Labour Code* dealing with successor rights and obligations are recognized by the parties.

### **1.04 Union Membership**

It is hereby agreed that all employees and owner operators shall become members of the Union and shall as a condition of employment become and remain members of the Union.

### **1.05 Union Dues Deduction**

The Company agrees to deduct from the pay of each employee and owner operator, who is a member of the Union, or covered by this Collective Agreement, an amount of Union dues or their equivalent, as specified by the National Secretary-Treasurer of the Union and forward the full amount so deducted to him or her, or such other person or local union as may be officially designated. Said deductions to be made as directed by the National Secretary-Treasurer of the Union or such person or local union as that official may designate. The monthly dues remittance shall be accompanied by a list of employees or owner operators on the payroll for the pay period in which the deductions were made. A copy of said list only will be forwarded to the local union office as directed by the Union.

### **1.06 Union Dues on T4 Slips**

The Company shall show the total amount of Union dues deducted on the employee's T-4 slip or T4-A's for owner operators at the end of each calendar year.

### **1.07 No Individual Agreements**

The Company agrees not to enter into any agreement or contract with the Union employees or owner operators, individually or collectively, which in any way conflicts with the terms and provisions of the agreement. Any such agreement will be null and void.

### **1.08 Picket Lines**

The Company shall not require an employee or owner operator covered by this Agreement to cross a legal picket line or to accept any product or goods from any person or employees or owner operators of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees or any person with whom a Union has a picket or placard line around or against.

## 1.09 Union Label

It shall not be a violation of this agreement for an employee or owner operator to post the Union label in a conspicuous place in the cab of the vehicle or equipment he/she is operating. The positioning of the label shall be in accordance with Company policy. The standard position shall be the driver's side no-draught window.

## 1.10 Provision of Collective Agreements

The Company shall pay for all costs associated to print and distribute a new collective agreement to the membership. The Company shall ensure that all employees and owner operators are provided with a copy of the collective agreement as soon as they are printed or upon hire. Each Local Union shall receive an additional allotment upon request as required for collective agreement administration, subject to availability.

## 1.11 Payment for Collective Bargaining

The Company shall pay for the lost wages and/or revenue required for each employee or owner operator to participate on the Union's Bargaining Committee for all days involved in collective bargaining with the Company including the days for the 2012-2013 round of collective bargaining.

## 1.12 Contracting Out

- (a) The Company shall not contract out any bargaining unit work or use any lease operator, or lease vehicle other than established in this Collective Agreement.
- (b) Leased Owner Operators will not be used for the purpose of depriving regular Employees of their regular hours of work on their regular shifts.
- (c) The Company agrees it will not use any leasing Equipment/Driver for the purpose of evading this Agreement.
- (d) Any pre-existing P&D contracting out in effect prior to June 1, 2013 may continue to be contracted out for the life of this agreement. No P&D contractor shall drive a vehicle or wear a uniform identifying them as working for Loomis Express. P&D contractors must continue to load and unload their freight to their vehicle at a Loomis facility represented by the UNIFOR.
- (e) No line haul, warehouse or clerical position will be contracted out.
- (f) Unless otherwise specified in this agreement, warehouse staff will prepare the loads and unloads and the language may need to be revised for any HQ loads unless there are local agreements in place to the contrary. No contractor shall perform warehouse work at Loomis facilities unless otherwise specified. The status quo in these issues as of June 1, 2013 shall be maintained for the life of this agreement.

**Note:** The Union will enter into a national Letter of Understanding as per the current Letter of Understanding relating to in sourcing between DHL and Loomis as per the letter already in place with the addition that if the contract with DHL ends, the Letter of Understanding also expires. The Company will provide an update in writing to the Union if the contract ends.

## 1.13 Bargaining Unit Work

- (a) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by the Company's employees or owner operators, members of the Union,

in the categories covered in this Collective Agreement where such work is under the control of the Company.

- (b) No person not in the bargaining unit shall perform bargaining unit work on a regular and/or on-going basis but may assist in a temporary overload or emergency situation. A Supervisor or Manager must advise the Shop Steward or Designate on shift when this clause is invoked and provide an explanation at that time.

#### **1.14 Notification of Representatives**

The Union shall promptly notify the Company in writing of the names of the employees and owner operators who are authorized Union Representatives including their positions and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the Supervisors and Managers with whom said accredited Representatives shall deal and any changes in personnel thereof.

#### **1.15 Leave for a Full-Time Union Position**

Any employee or owner operator elected or appointed to a full-time position with the National or Local Union or affiliated organizations shall be granted an indefinite leave of absence without pay provided that thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, the employee or owner operator's seniority shall accumulate. Health and welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first (1<sup>st</sup>) day the employee or owner operator returns to work.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

#### **2.01 Management Rights Defined**

The Union recognizes, except to the extent Management Rights have been abridged or modified by specific terms and conditions in this Agreement, that it is the exclusive function of management only to:

- (a) Hire, classify, promote, demote, lay-off, suspend, discharge or otherwise discipline hourly /Owner Operators for just/reasonable cause.
- (b) Maintain order, discipline and efficiency; and establish and enforce rules and regulations governing the conduct of hourly and Owner Operators, and which will not be inconsistent with the provisions of this Agreement.
- (c) The right to reduce overtime hours wherever and whenever possible.
- (d) The right to determine the products to be handled, the methods of handling and processing and related scheduling of personnel and operations.
- (e) The right to enter into a Business Agreement (Schedule "B") with, reroute, or terminate the Business Agreement (Schedule "B") for just cause.
- (f) The right to assign work by the most economical means available to the Company.

#### **2.02 Consistent with Agreement**

The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

### **2.03 Right to Grieve**

The above clauses shall not deprive Hourly Employees and Owner Operators of the right to exercise the grievance procedures as outlined in this Agreement

### **2.04 Management Defined**

The term "Management" shall refer to Management and Supervisors not covered under the certificate of the bargaining unit.

### **2.05 No Strike or Lockout**

During the term of this Agreement, there shall be no lock-out by the Company, nor any strike or work stoppage by the hourly employees and Owner Operators.

## **ARTICLE 3 – GRIEVANCE PROCEDURES**

### **3.01 Intent**

It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

### **3.02 Grievance Defined**

Any complaint, disagreement, or difference of opinion between the Company and the Union or the Hourly Employees and Owner Operators covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

### **3.03 Grievance Initiation**

- (a) Any hourly employee, owner operator, the Union, or the Company may present a grievance. A group and/or policy grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.
- (b) A grievance concerning the dismissal of an employee or termination of contract shall be submitted commencing at Step 3 of the grievance procedure.
- (c) Grievances should normally be filed within ten (10) calendar days from the time the member is aware of the issue that may lead to a grievance. Union or Company group and/or policy grievances should normally be filed within thirty (30) calendar days from the time the Unit Chairperson or designate or the Regional Area Director or designate is aware of the issue that will lead to the grievance.

### **3.04 Grievance Procedure**

The Union and the Company shall each provide a written list of any Union representatives authorized to resolve or respond to grievances in each particular area and at each particular level and will provide the other party with updates to this list in writing when changes occur.

An employee or owner operator having a complaint is encouraged to orally discuss the matter with a Supervisor.



- Step 1:** The employee or owner operator and/or his or her Shop Steward shall submit his/her formal Step 1 grievance in writing to his or her immediate Supervisor, who shall give his or her reply in writing within seven (7) calendar days. If a satisfactory settlement cannot be reached, or if there is no supervisory position at the Branch then;
- Step 2:** Within seven (7) calendar days of receiving a Supervisor's response, a Step 2 grievance may be filed by the Chief Steward or designate in writing with the designated Supervisor or Manager, who shall respond in writing with a particularized response to each specific allegation outlined in the grievance no later than seven (7) calendar days from the date the Step 2 grievance is filed. If the grievance is not resolved at this Step, then;
- Step 3:** Within fourteen (14) calendar days of the designated Supervisor or Manager's response, a Unit Chairperson or designate, or Representative of the National or Local Union may file a written grievance at Step 3 with the Regional Area Director or designate who shall reply in writing with a particularized response to each specific allegation outlined in the grievance within fourteen (14) calendar days.

Failing a satisfactory settlement, the grievance may then be referred to Arbitration, as established in Article 4 of this Agreement.

### **3.05 Time Limits**

- (a) Where a decision with respect to a grievance other than one for unpaid wages is not rendered by the appropriate Company officer or Union official within the prescribed time limits, the grievance will be processed to the next step in the grievance procedure.
- (b) When the appropriate officer of the Company fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement nor does it constitute a precedent.
- (c) Where a technical error has been made in filing a grievance, through improperly citing the Article alleged to have been violated, an arbitration board shall have the power to allow for the amendment of the grievance, determine the substance of the matter in dispute and render a decision.
- (d) Failure to file a grievance in the appropriate time frame without reasonable grounds or in a manner that would prejudice the other party may be grounds for dismissing the grievance.
- (e) The time limits prescribed in this Article may be extended, but only by mutual consent of the Company and the Local Chairperson in writing.

### **3.06 Required Meetings**

An employee or owner operator who is required to attend any meeting on Company business shall be paid at his/her regular rate of pay for such meetings occurring during his/her regular shift or at applicable rates of pay for all such time spent outside of his/her regular shift. Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the employees or owner operators concerned.

### **3.07 Disclosure of Information**

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

### **3.08 Payment of Grievance Settlements**

All monetary grievances that are mutually agreed upon shall be paid the following pay period, on the Employee's regular pay deposit and shall be accompanied by a written statement outlining the amount and the grievance settlement involved. The Company agrees further that a successful grievance concerning lost pay shall be paid out in the next pay period.

## **ARTICLE 4 – ARBITRATION**

**4.01** Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a single Arbitrator authorized to deal with disputes under the *Canada Labour Code*.

Such notification of an intent to proceed to arbitration must be made in writing, within thirty (30) calendar days of receiving the response at Step 3.

If the parties cannot agree on a single Arbitrator within fourteen (14) calendar days, they may request the Minister of Labour to appoint a single Arbitrator.

**4.04** The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer, and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

**4.05** The findings and decision of the single Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

**4.06** The expense of the Arbitrator shall be borne equally by the Company and the Union.

**4.07** The single Arbitrator must be prepared to render a decision within thirty (30) days of the completion of the Arbitration hearing.

Should the parties agree prior to/during the hearing that this Clause is impractical, because of the nature of the Arbitration case, the above time provision shall not be operative.

## **ARTICLE 5 – HUMAN RIGHTS, ANTI-HARASSMENT AND VIOLENCE IN THE WORKPLACE**

### **5.01 No Harassment or Discrimination**

Employees will not suffer any harassment or bullying nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, conviction for which a pardon (or equivalent) has been granted, or failure to act on a directive which is illegal or contrary to

any provision of this Agreement. The Company will also comply with its responsibilities under the *Canadian Human Rights Act (CHRA)*.

**Workplace Harassment** - The Company and Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis or grounds such as gender, disability, race, colour, sexual orientation, conviction for which a pardon (or equivalent) has been granted or other prohibited grounds as stated in the *Canadian Human Rights Code*. All employee, owner operators, supervisors and managers are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment or bullying may take many forms, verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos, visual materials;
- Refusal to work or converse with an employee because of their racial background, gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation;

**Harassment is not:**

Harassment is in no way to be construed as properly discharged Supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

**5.02 Filing a Complaint**

(a) If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behavior;
- Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses, and details;
- Report the incident to Supervisor / Union Representative.

- (b) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their Supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative / Company Representative.
- (c) **Investigation** - Upon receipt of the complaint, the designated Company Representative / designated Union Representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Regional Area Manager or designate and the Local Union President and/or Unit Chairperson or designates. A formal investigation of the complaint will then begin by either the Local Union President and Regional Area Director or their designates interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.
- (d) **Resolution** - The Local Union President and the Regional Area Manager or their designates will then complete a report on the findings of the investigation. The Local Union President and Regional Area Manager or their designates will make a determination on an appropriate resolution, and ensure the resolution is fair and consistent with the intent of the Company and National UNIFOR policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, if unresolved, the complaint will be inserted into Step 3 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 3 of the grievance procedure, it may be appealed to arbitration. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Human Rights Commission and to seek redress under the *Canadian Human Rights Code*.

The Company and the Union agree that changes may be made to this policy by mutual agreement.

## **ARTICLE 6 – DISCIPLINE AND DISCHARGE PROCEDURES**

### **6.01 Discipline for Just and Reasonable Cause**

Employees and owner operators who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary action will be in writing. A copy of each disciplinary letter will be given to the Unit Chair or designate. All investigations and subsequent discipline will be carried out as expeditiously as possible.

### **6.02 Union Representation**

- (a) No employee or owner operator shall enter the offices of a Supervisor and/or

Manager for disciplinary purposes or receive a letter of warning from same without the presence of a Steward of their choice when available (i.e. Chief Steward or Steward). If an employee or owner operator is brought in without this representation, any resulting discipline shall be null and void.

- (b) Where a Shop Steward of their choice is not available on shift, the investigative or disciplinary meeting will be re-scheduled to a later date, but not more than five (5) working days later. If there is a Shop Steward on duty, the meeting will take place during the shift. Such requests shall not be unreasonably denied provided there shall be no additional costs to the Company as a result of the rescheduling and if the Company will not be prejudiced by the delay.
- (c) If there is no Steward appointed or elected in an area, the Unit Chairperson or designate will be directly contacted before any discipline meeting commences or is levied.
- (d) Serious infractions may result in immediate suspension pending investigation. The Unit Chair or designate will be notified at the earliest opportunity. If no discipline is levied, the employee or owner operator shall be made whole for the time held out of service.

### **6.03 Personal File**

Any employee or owner operator shall be allowed to inspect his or her own personal file in the presence of the Company, during normal business hours. Any Officer of the Union, acting on behalf of the Employee, may inspect an employee or owner operator's disciplinary file, with the written authorization from the employee or owner operator.

### **6.04 Removal of Discipline**

Any reprimand notices or disciplinary measures will remain on the employee or owner operator's file for one year from the date of notice or reprimand unless there is a re-occurrence of the same or similar infraction. At the completion of the one year period, the reprimand or disciplinary notice will be removed from the file. Said files to be removed shall not be considered to be removed but shall be physically removed and destroyed. If a repeat infraction occurs within the one year period, the original and subsequent notices or reprimands will remain on the file for a further year from the date of the most recent notice or reprimand.

Reprimand notices and disciplinary measures resulting from a violation of a criminal or civil nature, including driving record, will remain part of the employee or owner operator's file indefinitely.

Whenever an employee or owner operator signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

### **6.05 Suspension or Dismissal Procedure**

The following special procedure will apply when a more than one (1) day suspension or dismissal is contemplated.

- (a) The employee or owner operator will be notified of the charges as soon as the Company is prepared to present them. The Unit Chairperson or designate shall be notified at the same time along with the local Shop Steward for the area.
- (b) When the Union and the employee(s) are notified of the charge(s) as per Article

6.05 (a) above, an “investigative hearing” into the allegations shall be scheduled within five (5) calendar days (excluding Saturdays, Sundays and Statutory Holidays) of the charge(s) being presented.

- (c) The Unit Chairperson or designate and the employee or owner operator will be given at least twenty-four (24) hours’ notice of the hearing and in addition will be given a complete outline of all charges and evidence known at least twenty-four (24) hours prior to the hearing. After the initial hearing, further evidence relevant to the investigation or issues in dispute will be provided within twenty-four (24) hours of the Company becoming aware of such evidence.
- (d) The employee or owner operator may be held out of service, pending an investigation, until the time of the hearing. In determining whether to hold the employee or owner operator out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee or owner operator out of service without pay is subject to the grievance procedure after either discipline is levied or the file is closed. If no discipline is levied, the employee or owner operator shall be made whole for the time held out of service.
- (e) The Chief Steward (and Unit Chairperson or designate or Local Representative if requested) will be present at the investigatory hearing along with the employee or owner operator.
- (f) Any known witnesses and/or known evidence will be called by either party at the hearing or in the twenty four (24) hour period after the hearing and such witnesses will be paid for their attendance at applicable rates.
- (g) The Manager or supervisor must render his/her decision within seven (7) days following the investigatory hearing (excluding Saturdays, Sundays and Statutory Holidays).
- (h) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.
- (i) Violations of this procedure will render any resulting discipline null and void.

## **ARTICLE 7 – PENSION PLAN**

### **7.01 Pension Plan Enrolment**

The Company and employees shall contribute to the Unifor Union of Canada’s Pension Trust Fund on a mandatory basis in Alberta and on an elective basis in other agreements.

The effective date of the pension plan is the first day of the calendar month following one (1) year of hire for all Employees.

Three (3) months prior to the scheduled retirement date, the Administrator will provide the opportunity for a full discussion on all matters relevant to retirement benefits.

### **7.02 Pension Plan Contributions**

#### **(a) Company Contributions**

For each employee covered by the Pension Plan, the Company shall contribute

the equivalent of three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement. Nova Scotia two percent (2%).

(b) **Employee Contributions**

Every employee covered by the Pension Plan shall contribute three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month. Nova Scotia two percent (2%).

(c) The pension plan contributions are payable to the Trustees of the Pension Trust Fund by the fifteenth (15th) of the month following the work month completed. The payment will include the employee's contributions.

(d) The contributions are to be forwarded to the Pension Trust Fund Administrator as designated by the Unifor Union of Canada.

(e) The Pension Plan Administrator agrees to provide full disclosure to a representative of the Company on a regular basis (minimum one (1) year).

**7.03 Pension Plan Information**

The Administrator agrees to provide those eligible Employees with current details and information covering all Employee benefits and programs, in which the Employees covered by this agreement are entitled to participate. This information, including enrolment forms to participate in the pension plan, shall be provided at the date of hire.

**ARTICLE 8 – PAID EDUCATION LEAVE**

**8.01 Paid Education Leave Contributions**

The Company agrees to pay into a special fund two (\$0.02) cents per hour per hourly employee for all compensated hours and twenty cents (\$0.20) per day per owner operators for all owner operators for the purpose of providing paid education leave. The paid education leave will be for the purpose of upgrading the employee and owner operator's skills in all aspects of union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the Company to the following address:

UNIFOR Paid Education Leave Program, 205 Placer Court Toronto Ont., M2H 3H9

**8.02 Paid Education Leaves of Absence**

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days' class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees and owner operators on said leave of absence will continue to accrue seniority and benefits during such leave.

**ARTICLE 9 – SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical and social problem that can affect

employees and owner operators. The Company and the Union have a strong interest in encouraging early treatment and assisting employees and owner operators toward full rehabilitation.

The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral of employees and owner operators to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits applicable to the employee or owner operator while under the care of a medically prescribed course of treatment. If an Institute as selected is not covered under the applicable provincial medical plan, the Company will pay the cost of the treatment.

## **ARTICLE 10 – DURATION OF AGREEMENT**

### **10.01 Duration of Agreement**

This collective agreement shall be in full force and effect from and including April 1, 2013 to and including March 31<sup>st</sup>, 2017 and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter by written notice to party, to require the other party to commence collective bargaining with a view to conclusion or renewal of a Collective Agreement or a new Collective Agreement.

## **ARTICLE 11 WAGES AND RATES**

All wage rates and step rates for all classifications to increase by...

April 1, 2016 2.5%

Increase all Owner Operator compensation in all provincial collective agreements as set out in this Memorandum of Agreement.

Lump sum payment(s)

All Owner Operators and Hourly Employees on the seniority list as of April 1, 2015 shall receive a lump sum payment of \$200 in the first pay period following April 1, 2015.

## **ARTICLE 12 CORE ZONE REVIEW REQUESTS**

Owner Operators and/or the Company may initiate a core zone review in writing once every three (3) calendar months and these adjustments will be handled on an expedited basis through the following procedures:

1. The data from the previous fifteen (15) working days which is required to calculate the core zone shall be provided to the Owner Operator and the Local Chairperson upon request.
2. Any monetary adjustments required to increase the core zone value will be to the date of the original request and will be completed within seven (7) calendar days of the original request. Any monetary adjustments required to decrease the core zone value shall be effective upon implementation.



3. The Company reserves the right to validate any and all data through audits and/or route rides and will provide any resulting information to the Owner Operator and Local Chairperson upon request.
4. Owner Operators and the Company will not be permitted to initiate a core zone review between December and January or use any data from these periods to calculate revised core zones.
5. Core zone adjustments made outside of a reroute shall be limited to a maximum change of six (6) core zone values up or down on the core zone table.
6. Core zone adjustments made following a reroute will be done by assigning approximate core zones to the affected routes and, at the end of a fifteen (15) working day period these approximate core zone values will be reviewed, amended and assigned based on the actual data collected during the fifteen (15) working day period. The Company agrees to provide proof of data to the Owner Operator or Unit Chairperson if requested.
7. The Company will ensure that a team of senior Management from the Operations Department is assigned on an ongoing basis to assist in speedy resolutions of disputes arising out of core zone reviews.

### **ARTICLE 13 OWNER OPERATOR INVOICING PROCEDURES**

The Owner/Operator Invoice is a record of the work that you have performed and are submitting for payment. As such, it is mandatory that the invoice and other complement documents are completed legibly, honestly and accurately. Please read each item carefully and ensure that you are in compliance. Remember, if you have any questions please feel free to review with a Branch Supervisor or Manager.

During the life of this agreement, the Company intends on implementing automated Owner Operator invoicing based on scanned events. The rules and procedures will be updated to reflect the future process based on mutual agreement between the Union and the Company.

1. Branch: The Branch number for which you are performing work
2. Route: The Route code for which you are performing work
3. Date: The Day you are performing the work
4. Name: Full name must appear here. If relief driver is performing the work then her/his name must appear as well.
5. Kilometers: 'Start' are the kilometers when departing from the depot or branch. 'End' are the kilometers when arriving at the depot or branch. 'Total' kilometers to perform work. Any kilometers used for anything other than work (i.e. lunch) are excluded from the total.
6. Stops. Stops are one of the main components that an Owner/Operator charges Loomis Express for work done<sup>1</sup>. A Stop is defined as when an Owner/Operator arrives at a place of business or residence for the sole purpose of Picking Up or Delivering pieces approved by and on behalf of Loomis Express. (Please see 'Address' and 'Receiver' in Definitions section of this document). Some rules to calculate the number of Stops for invoicing include but are not limited to: The Company and the union recognize that multiple stops may occur at one address or location. A pickup and a delivery at the same location and time will be billed as two (2) stops.
  - a. Regular Pick Ups and Regular Deliveries.
    - i. Customers with regular Pick Ups. The Company recognizes that in some cases multiple Pickups are necessary to meet service or satisfy a customer request. Owner operators will

be paid for these in all circumstances.

ii. Regular Pick Ups – Nothing to Pick Up; Regular scheduled Pick Up and nothing shipped on that day. Scan and record in the Exception Sheet with time and name of customer.

b. Dispatched Pick Ups with Nothing to Pick Up. Driver is dispatched to customer and nothing is shipped. Scan and record in the Exception Sheet the time and explanation, as well the driver must provide the reference number when readily available on the exception sheet. (Payment may be challenged by the Company)

c. Transfers/Meets.

BC, Ontario, Man/Sask, and N.S. Provisions: Some routes have pre-defined Meets during the day to transfer in and out freight. To transfer freight both, in and out. One meet counts as One Stop. Only the number of Meets assigned for the day can be invoiced. Any additional meet would have to be preapproved by a branch Supervisor or Manager. Please direct any questions regarding the total number of Meets approved or assigned for the day to the branch Supervisor or Manager.

d. Undeliverables. In order to invoice for an unsuccessful delivery proper scanning and record of the Piece number, time and detailed reason for no completion of service in the Exception Sheet is mandatory. (Payment may be challenged by the Company)

i. Multiple legitimate and reasonable stops to make a successful delivery may be claimable. A second attempt is to be made when the first stop was unsuccessful and there is a legitimate reason to believe that a second attempt will be successful. Any subsequent attempts after the first attempt and during the same day must be authorized by Management.

ii. Enter an exception (NH, BA, etc) after all efforts have been made and the result of the Stop is confirmed. I.e.: Multi-pieces). There is a rate paid per piece (Please see point 8 'Pieces').

e. Empty Totes/Bins. Record on the Exception Sheet the time, customer and number of totes picked up. This will be billed as a per piece item.

f. All pieces to the same Person/Receiver. Two or more Pieces delivered to the same person count as One Stop even though the receiver name is on the waybill may be different unless for different companies. If driver is directed to different locations in the same building by customer, this counts as separate stops. Driver can't use this to bill separately on his own nor use it to add to stop count. (Please see 'Receiver' in Definitions section of this document).

g. Distance to delivery location. One Stop can be meters or considerably farther between the vehicle and the place for pick up or delivery. Any efforts to complete service are considered One Stop.

h. Receiver/Shipper internal process. Customers may have an easy process for pickups and deliveries; others may have a more cumbersome process. There is no condition pre-defined to Scan and Invoice more than One Stop due to Customers' conditions. Driver will not be required to wait unreasonably and may make arrangement to return. If conditions to delivery are unreasonable driver contacts management to make other arrangement for delivery.

i. Attempted Delivery

Driver cannot deliver as no one is home or business is closed. Applies to closed business only if driver there during normal hours of operation. Attempts made out of normal hours of operation are considered a service failure.

- j. Nothing to Pick Up. When a driver is performing a Regular Pick Up or a Dispatched Pick Up and there is nothing to pick up no Pieces will be invoiced; only the Stop will be paid (See Point 7 for Stop count).
  - k. Transfer/Meet.
    - i. Pick Up and Delivery Driver. The driver who Picked Up or who will deliver the pieces being transferred will not claim for the Pieces transferred. The driver doing the Pick Up or Delivery of those Pieces gets paid by the Pick Up or Delivery Event.
    - ii. Shuttle or Transferring Driver. All Pieces transferred in and out during a Meet will be scanned and invoiced. The driver is claiming those pieces only once because the pick up or delivery was performed by other driver.
7. Miscellaneous – This section is used to list any additional fees such as warehouse time, fuel or any other special fees approved in advance.
8. Pieces - a piece is defined as a unit that is handled individually and had a unique piece identifier (piece number) and barcode. A single piece can be of any size or weight without mechanical assistance.

### Guarantee

Guarantees to remain as per the language in place in each provincial collective agreement.

### INCORRECT INVOICE/CALCULATION

Drivers are only allowed to bill what is accurate and in compliance with these guidelines.

All the necessary documentation has to be submitted in a complete, accurate and honest manner.

### Definitions

Exception Sheet: Aka Non-billable Delivery & Pick Up Manifest; Aka Non-billable Delivery & Pick Up Sheet. On this sheet all non-billable stops and undeliverable attempts are listed and explained. Include example sheet as per Lou. (Note: See Attached – LOU on Exception Sheet).

Meet: is the event or stop during which Pieces are transferred from one driver to another driver.

Receiver: is the person to whom the Shipment is directed to on the waybill information or someone else who receives on behalf of the manifested receiver.

Regular Pick Ups: Customers that have a predefined schedule and it has been approved and instructed by a Supervisor or Manager. Regular Pick Ups could be daily or set up for specific days of the week.

Stop: Defined as where an Owner/Operator arrives at a place of business or residence for the sole purpose of Picking Up or Delivering Loomis Express shipments approved by and on behalf of Loomis Express. This must be a physical address.

Undeliverables: Shipments that couldn't be successfully delivered due to controllable or uncontrollable reasons

The Company will not deduct any portion of the quality payment if the attempts or circumstances were out of the owner operator's control. Any deduction of the quality payment must be presented to the owner operator in person within twenty four (24) hours of the occurrence. If the supervisor fails to

notify the owner operator within the twenty four (24) hours, the quality payment will then be automatically paid.

The Company agrees that the current practice of segregating 9 a.m. shipments from regular freight will be implemented in each province.

#### **ARTICLE 14 ROUTES AND REROUTES**

The Company may reroute an Owner Operator if there are consistent verifiable service failures within a route, as a result of decreased volumes, or a consistent failure to meet time definite or day definite services. The Company reserves the right to re-route to enhance or retain required service standards.

The onus will be on the Company to prove the need to remove work from the Owner Operator route, subject to the Union's right to grieve in the event of a dispute arising.

Prior to the reroute, the Company will discuss the change with the affected Owner Operator(s) and the Unit Chairperson. The Company agrees to provide the Union seven (7) calendar day's written notice to the affected Owner Operators and the Unit Chairperson. The following process will be used:

- (i) The Company will inform the affected Owner Operator of the proposed reroute and the Owner Operator will have seven (7) calendar days to respond in writing with his/her suggestions which will be taken into consideration. The Company agrees to provide the Owner Operators with pre route stops, km pieces, post reroute stops, km, pieces, defined boundaries, required vehicle size and estimated corezone.
- (ii) If the above does not satisfy the service concern, then the Company will finalize its reroute plans and meet with the affected Owner Operator as soon as possible to discuss the impending changes to his/her route, and when the change will be implemented. Should more than one route be affected by the changes, the Company agrees to meet with the affected Owner Operators as a group to discuss the reroute changes.
- (iii) The reroute will be implemented no earlier than seven (7) calendar days after finalizing the proposed reroute with the affected Owner Operator(s).
- (iv) The following processes will also occur in the provinces as outlined below:
  - (a) In the event of any reroute in British Columbia, Nova Scotia or Manitoba/Saskatchewan, the incumbent driver will have first option to keep the route.
  - (b) In the event of any reroute in Alberta, if the reroute results in a decrease in the overall numbers of routes, the routes currently occupied by the junior Owner Operators (or equivalent numbers) must be included in the bid pool. Only routes that have been impacted by the reroute may be volunteered into the Bid Pool by the Owner Operator.

Where the reroute involves more than one Owner Operator, the following process will be utilized to determine route retention, bid pool routes, posting and bidding:

##### **Route Retention / Bid Pool:**

- a) Any route, where the revenue has been increased by twenty-five (25%) or more, must be included in the Bid Pool. The Company will provide the relevant data to substantiate to the Owner

Operator the increase of the revenue.

- b) If the reroute results in a decrease in the overall numbers of routes, the routes currently occupied by the Junior Owner Operators (of equivalent numbers) must be included in the Bid Pool.
- c) Only routes that have been impacted by the reroute may be volunteered into the Bid Pool by the Owner Operator.
- d) Once the mandatory elements of the Bid Pool have been determined (a&b) then the Bid Pool detail will be posted. Those Owner Operators who are in the route pool (c) will then have two (2) working days to review the posting and subsequently volunteer their route to the Bid Pool in writing.
- e) "Specials" (revenue) will be included in the above scenarios to determine inclusion in the Bid Pool, but will not be included in the reroute compensation formula.

Bidding and Posting:

- a) Upon final determination of the Bid Pool a posting will be generated outlining all routes and Owner Operators included in the Bid Pool. The seniority of the Owner Operators and specific route information will be detailed in the posting.
  - b) The duration of the posting will be five (5) working days.
  - c) All Owner Operators included in the Bid Pool will be required to submit a bid, in writing that clearly identifies their order of preference on every route in the Bid Pool.
  - d) Upon completion of the bid process any remaining routes will be posted and filled in accordance with the Collective Agreement.
- (c) In the event of a facility reroute in Ontario, all affected Owner Operators will bid on new routes in order of seniority.
- (d) Any owner operator whose route is abolished or who is bumped will bump a junior owner operator in, first the depot, then the branch, and then the province unless otherwise specified in this agreement. As an option to bumping as provided above, the Owner Operator may elect to hold seniority and bid on any vacancies that become available in the next nine (9) calendar months.
- (v) The Union and the Company agree to ensure that all bidding and bumping is completed within five (5) calendar days of the new routes being posted.
- (vi) Further, new customers in an Owner Operator route area will be offered first to the Owner Operator within that area provided that the Owner Operator can fulfill the service standards required by the Company.
- (vii) If the reroute is required as a result of an Owner Operator taking on the new customer the below compensation formula will not apply.

If the reroute results in a loss of revenue for an Owner Operator the Owner Operator will be

given a one time compensation based on the revenue lost as follows:

Pre re-route income per day minus post re-route income per day multiplied by thirty (30).

Pre re-route income will be calculated from the T4-A for the previous year's income divided by the number of workdays in the year. If the driver has been on the route for less than a full year, total income earned on route divided by the number of workdays on the route.

Post-re-route will be calculated on the first thirty (30) days of revenue after re-route divided by thirty (30).

(viii) Saturday Reroute Compensation

A re-route that only applies to a change to the Saturday portion of a route the following formula will apply:

Pre re-route Saturday income per day minus post re-route Saturday income per day multiplied by five (5).

Pre re-route income will be calculated by taking an average of the last five (5) Saturdays worked.

Post re-route income will be calculated by taking an average of the first five (5) Saturdays worked.

Saturday Abolishment Compensation

A re-route that only applies to an abolishment or elimination of the Saturday portion of a route the following formula will apply:

Pre re-route income multiplied by five (5).

Pre re-route income will be calculated by taking an average of the last five (5) Saturdays worked.

Note: The above principles are subject to local discussions. In addition, there will be discussion regarding definitions required to be worked out on terms such as incumbency, facility reroute, etc.

**ARTICLE 15 ROUTE FLEX**

In the event it is determined that the Owner Operator is unable to make a delivery(s) or pick-up(s) in his/her area, Management reserves the right to assign pickup and deliveries to surrounding routes in order to maintain customer service.

The intent of this language is that the Company would have specific reasons for assigning stops to surrounding routes. This would be done on a one-off and not on a permanent basis.

If an Owner Operator anticipates that a single stop will occupy too much time or that a stop will bulk out their vehicle thus causing the potential for a negative impact on the quality payment, the Owner Operator must contact their Direct Supervisor to request relief from the situation. The Company will make alternate arrangements to complete the stop which in no way will negatively impact the quality payment paid to the Owner Operator. Such requests will not be unreasonably denied.

## **ARTICLE 16 WAYBILLS**

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practices in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

## **ARTICLE 17 BUMPING**

Bumping to a full-time or part-time position is mandatory when there is a loss of hours or position(s) within a depot however severance options to be available if member can only bump to casual / part-time unassigned or another branch or depot.

All other bumping procedures from each province shall remain the same.

## LETTER OF UNDERSTANDING # 1

BETWEEN:

**LOOMIS EXPRESS (CANADA), LTD.**  
(HEREINAFTER REFERRED TO AS THE "COMPANY")

AND:

**UNIFOR**  
**(UNIFOR-CANADA)**  
(HEREINAFTER REFERRED TO AS THE "UNION")

### **RESTRUCTURING PROVISIONS**

During the latest round of negotiations in Loomis Express proposed a number of changes to deal with significant restructuring initiatives that it believes are necessary to ensure a viable business model moving forward.

The parties have spent an extensive period of time discussing these issues and looking for solutions. It is recognized that each part of the country has its own uniqueness and the Company and Union agree to the following provisions to deal with the impact of these restructuring decisions.

#### **Contracting Out**

During the 2012-2013 round of collective bargaining, the Company advised the Union that it plans to restructure the business across Canada and tabled a list of locations that it wants to retain the flexibility to close or discontinue service with a plan to potentially third-party / contract out some or all of these locations.

The Union also reserved the right to put forward an alternative strategy for future locations, and, if it can be demonstrated that such a strategy is viable, then the Company will consider such alternative. The restructuring period will be in effect for the life of this collective agreement until a new collective agreement is reached.

The following procedure will apply when a restructuring (facility closures or contracting out) is to be considered:

- (a) The Company will notify the Unit Chairperson and/or the President of the Local Union and the National Representative in writing stating the reasons for such action.
- (b) The Company commits to continually monitor all contracted out work and agent usage to determine the economic viability of having the work transitioned back to the Loomis Express brand and Loomis Express employees and/or Owner Operators. The Company also agrees that any work formerly performed by UNIFOR members which is again performed by a Loomis Express employee, or in a Loomis Express branded or painted vehicle will immediately become covered again under the collective agreement. The Company agrees to provide relevant information to the Union in writing including the financials in order to allow the Union to investigate. The Company will also provide any financial information to the Research & Benefit / National Representative of UNIFOR to ensure an informed evaluation can be made. The Union agrees to sign any necessary confidentiality documents to receive this information.
- (c) Within fifteen (15) days, the Company and the Union will meet to review all of the relevant information including the implementation of a viable strategy jointly or otherwise.



- (d) The Company has committed that no line haul, warehouse or clerical position will be contracted out.

### **Major Centre Parameters**

The major centre's listed below will not be contracted out or closed in their entirety during the life of the Agreement and will be protected from contracting out as per the collective agreement and the provisions listed below. Any existing contracting out agreements currently in place as of June 1, 2013 will remain without triggering the remainder of this section.

If there is a major loss of business in a major centre listed below that requires change, the Company will first pursue its ability to reroute, abolish runs, and apply facility consolidation. If these measures are instituted and there are still problems, the Company may contract out a route or routes in each major centre up to a maximum of ten percent (10%) of the total province's number of Owner Operators at the time (calculated every anniversary) unless otherwise mutually agreed with the Union in writing. The Company will not use this percentage to close or contract out an entire facility identified below.

The Company will justify each move outlined above to the Union using the procedure outlined in item #1 above.

Any P&D contractor must load and unload their freight to their vehicle at a Loomis Express Unionized facility. The Company is in agreement with the principle that our warehouse staff will prepare the loads and unloads and the language may need to be revised for any HQ loads. The intent is that no contractor shall perform warehouse work at Loomis Express facilities.

The major centre's identified below will be protected from a partial or complete closure over the life of the collective agreement:

#### **Major Centre's for BC**

Lower Mainland (including Richmond and Burnaby)

#### **Major Centre's for Ontario**

Greater Toronto Area (bordered by Oshawa, Oakville and Newmarket)  
Markham  
Brampton

#### **Major Centre's for Alberta**

Calgary  
Edmonton  
Red Deer

#### **Major Centre's for Manitoba / Saskatchewan**

Saskatoon  
Regina  
Winnipeg

#### **Major Centre's for Nova Scotia**

Halifax / Dartmouth

## **Severance**

The severance benefits outlined in this document is a one time offer to Owner Operators and hourly employees for closures, contracting out, facility consolidation, and re-routes as per severance listed.

Severance benefits identified in each region's CBA may be nullified with the acceptance of this offer based on discussions in local bargaining where it can be shown that the overall total of severance provided under this Agreement meets or exceeds the severance in each Agreement. Situations falling outside of the current restructuring / rerouting initiatives of the Company are not intended to be captured in this understanding.

All other situations remain status quo per respective CBAs.

## **Hourly Employees**

As a result of a facility closure, facility consolidation or contracting out, the Company agrees to offer severance pay to any terminated hourly employees based on the following:

- Two (2) weeks per year of service (prorated) based on forty (40) hours per week at straight time for full time status employees as of June 1, 2013. Severance for part-time employees shall be based on average earnings for the previous twelve (12) months active paid earnings.
- Extended benefits – Company will continue to provide benefits as per Company policy with salaried personnel for six (6) months following date of termination.
- Hourly employees required to start and/or finish their shifts and/or runs from a location more than forty-five (45) kilometers in one direction from their current location as of June 1, 2013 will be entitled to be offered the severance payments outlined in this section.

## **Owner Operators**

### **Initial Restructuring and Reroutes**

Under the initial major restructuring reroutes (defined as two (2) years following the date of ratification) – Owner Operators who have their route abolished will be offered \$11,500 total for 10+ years in a reroute, \$8000 total for 5-10 years in a reroute, and \$4500 total for 5 years and under in a reroute.

### **Other Initial Restructuring**

Under the current major restructuring (defined as two (2) years following the date of ratification), those Owner Operators impacted by a facility closure, contracting out, facility consolidation will be offered severance calculated at two (2) weeks per year of service (with partial years of service prorated) at fifty (50) hours per week based on the straight time hourly P&D driver rates per region.

Owner Operators required to start and/or finish their shifts and/or runs from a location more than forty-five (45) kilometers in one direction from their current location as of June 1, 2013 will be entitled to be offered the severance payments outlined in this section.

### **Further Re-Routes**

Owner Operators who have their route abolished in a reroute after the initial major restructuring (defined as two (2) years following the date of ratification), will be offered severance of \$10,000 total for 10+ years in a reroute, \$7000 total for 5-10 years in a reroute, and \$4000 total for 5 years and under in a reroute. This clause shall be in effect for two (2) years after the date of ratification of each collective agreement.

## **Further Restructuring**

Once the initial major restructuring period is complete (defined as two (2) years following the date of ratification), those Owner Operators impacted by a facility closure, contracting out, facility consolidation will be paid severance calculated at two (2) weeks per year of service (prorated) at forty (40) hours per week based on the straight time hourly P&D driver rates per region.

Owner Operators required to start and/or finish their shifts and/or runs from a location more than forty-five (45) kilometers in one direction from their current location as June 1, 2013 will be entitled to the severance payments outlined in this section.

## **Restructuring Issues**

- The Company agrees to provide the Union with \$250 per person affected by contracting out or closures to put into Adjustment Committee funds. The Company will work with the Union in each province to provide office space to set up an Action Centre for the Adjustment Committee to perform its work.

## **Definitions**

**Facility:** Any single building leased, owned or operated by Loomis Express.

**Impacted:** Where an action by the Company to change its operation procedure has an adverse effect on Loomis employees or owner operators. The affected owner operator or employee must be able to quantify said impact either by time or extra expenses.

**LETTER OF UNDERSTANDING # 2**

**BETWEEN:**

**LOOMIS EXPRESS (CANADA), LTD.  
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

**AND:**

**UNIFOR  
(UNIFOR-CANADA)  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**PAYMENT FROM ELECTRONIC DEVICES**

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner Operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing

## Appendix ManSask

### ARTICLE MS1 - UNION RECOGNITION

- MS1.01 Bargaining unit members shall be represented by the Union Committee which shall consist of elected or appointed representatives from the Local Union. This will include the Local Chairperson in each location to a maximum of three (3) representatives in each of Saskatoon and Regina and a maximum of five (5) representatives in Winnipeg. The Chairperson of this Committee/the Unit Chairperson shall act as the liaison between the bargaining unit members and the Company. The Committee and/or the Unit Chairperson may at any time call upon the services of an accredited representative of the National Union to assist them. Other representatives from the Local Union shall be recognized by the Company only when requested by the Unit Chairperson.
- MS1.02 The Unit Chairperson shall promptly notify the Company, in writing, of the name of the bargaining unit members comprising the Union Committee and of any changes in the personnel thereof. The Company shall inform the Unit Chairperson or designate, in writing, of the Managers or Supervisors with whom said accredited Representatives shall deal and any changes thereof.
- MS1.03
- (a) The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of the Agreement and/or grievable matters.
  - (b) Accredited representatives of the Union shall have access to the Company's premises during normal working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.
  - (c) The Union agrees that the above activities will not cause an interruption in the Company's working schedule. If the above activities may cause a delay in the working schedule, the Local Chairperson or Shop Steward will request permission from his/her supervisor to attend to his/her Union duties and such permission will not be unreasonably withheld. The Union representative shall return to their regular duties as expeditiously as possible.
- MS1.04 The Company agrees to provide space for a Bulletin Board at each of its terminals for exclusive use by the Union for postings provided that they are authorized and signed by the Unit Chairperson. Nothing of a derogatory or slanderous nature against any individual or the Company shall be posted. The said notice board shall not be located in any place where the general public has access.
- MS1.05 The Company shall grant a leave of absence without pay to any bargaining unit member who attends essential Union business. The Unit Chairperson or designate will give a minimum of five (5) business days' notice of such request for one (1) hourly employee per location, special requests requiring one day's notice will not be unreasonably denied, and fifteen (15) business days' notice for up to three (3) hourly employees per location. It is agreed that in the event of an emergency occurring, the members of the Union Committee will be granted a leave of absence upon request.

- MS1.06 The Company may request that a Union representative be sent to another branch for consultation. Such hourly representative will be paid at the regular rate of pay for traveling time as well as for hours of consultations, up to a maximum of normal shift hours. Owner-Operator representatives will not suffer any loss of revenue. The Company will assume all travel expenses.
- MS1.07 (a) The Company shall not contract out any bargaining unit work except in the event of an emergency situation where no qualified employee is available on a straight time or overtime basis. The Company may then use the services of a temporary agency. It is further agreed that regular employees must advise the Company in writing of their availability to perform this work. This applies to existing Company operated facilities.
- The Company and the Union agree to jointly monitor the use of temporary agency employees by:
- (i) Providing to the Unit Chairperson a monthly list of all temporary agency employees who have worked more than ten (10) business days in the month including classification worked, hours worked, and reason for engagement, and
- (ii) Upon request of the Unit Chairperson, a meeting will be convened to review the use of agency employees with the view of investigating ways and means to return this work to bargaining unit members, ie. creation of seasonal temporary positions (vacation relief).
- (b) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by Owner-Operators/Company employees, members of the Union, in the categories covered in this Collective Agreement.
- MS1.08 The Company agrees to advise all new bargaining unit members of the fact that a Collective Agreement is in effect and, within the first thirty (30) calendar days from the date of hire, will introduce him/her to the Unit Chairperson provided the Chair and the member both work at the same location.
- MS1.09 The Company shall not require, as a condition of continued hourly employment, that an employee purchase a truck, tractor and/or trailer or other vehicular equipment, or that an hourly employee purchase or assume any proprietary interest or other obligation in the Company business.

## **ARTICLE MS2 UNIFORMS**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all Hourly Drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

Warehouse staff will be provided coveralls if requested.

The Company will pay for uniforms and any necessary alterations when such uniforms are required as determined by the Company.

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's

expense.

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

A bargaining unit member working in the warehouse and customer service employees, will be supplied with three (3) pairs of coveralls, two (2) pairs of shorts, one (1) cap and five (5) golf shirts. Coveralls and gloves will be provided on a replacement basis. Where extreme working conditions warrant the use of insulated coveralls, such reasonable requests will not be withheld.

Owner Operators, hourly drivers, leadhands, and relief drivers in accordance with will be supplied with the following minimum quantities:

Summer Polo Shirt	5
Pants (winter/summer combined)	5
Bermuda Shorts	5
Winter Jacket	1
Wind Stopper	1
Polo Long Sleeve Shirt	3
Turtleneck	1
Light Rain Jacket	1
Ball Cap	1
Belt	1
Winter Cap	1

- (a) The Company shall provide to all Employees and Owner Operators (excluding linehaul) protective footwear where determined to be necessary by the Safety Committee.
- (b) Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and twenty dollars (\$120) per year upon proof of purchase to cover the purchase of safety footwear once per year.
- (c) Protective footwear re-imburement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.
- (d) Bargaining unit members must provide their own safety boots during the probationary period at their own cost. Upon successful completion of the probationary period, the Company will refund the cost up to the established guidelines.

### **ARTICLE MS3: LABOUR-MANAGEMENT**

MS3.01 Labour management meetings will be held on a quarterly basis. It is understood between the parties that the three (3) Unit Chairpersons who attend these quarterly meetings will not suffer any loss of pay. It is further agreed that time spent at these meetings will not result in overtime hours.

MS3.02 The Company agrees to make an annual one time payment in an amount as set out below to a fund established by the Local Union which will be for the sole purpose of Paid Union Time. The fund shall be used at the discretion of each applicable Unit Chairperson.

It is understood that this payment represents compensation in full for the duties of the Unit Chair position as outlined in the Summary of Principles between Loomis Canada and UNIFOR Canada.

These amounts shall cover all bargaining unit members. A copy of the payment shall be forwarded to each applicable Unit Chairperson.

Winnipeg	\$3,200.00
Regina	\$2,350.00
Saskatoon	\$2,350.00

#### **ARTICLE MS4: DEFINITIONS**

- MS4.01 Owner Operator – Shall mean a contractor who provides equipment and driving services for the Company and is subject to the terms and conditions of this Collective Agreement.
- MS4.02 Business Agreement – Shall mean an agreement between the individual Owner Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided.

It is agreed that a Business Agreement will be attached as an Appendix of this Agreement, and will form part of the Collective Agreement and will be consistent with the language and intent of the Collective Agreement as a whole. It is also agreed the copy of the Business Agreement will be in “everyday language”. However, the legal language text will form the basis for the signed Business Agreement.

The Owner Operator’s Business Agreement will have a renewal date consistent with the Collective Agreement.

- MS4.03 Stop – Shall mean a different physical address or different signatures including different locations or signatures in a building where the Owner Operator has been required to physically attend to each location and garner a signature.
- MS4.04 Business days - will mean Monday to Friday inclusive excluding statutory holidays.
- MS4.05 District – Shall mean Manitoba/Saskatchewan for the purpose of this agreement.
- Leadhand - A regularly scheduled employee who directs, coordinates and supervises the work of employees under the direction of their supervisor within their particular unit or section. Leadhands shall not have the authority to hire, suspend, dismiss or discipline employees.

Leadhands will be appointed by the Company based on qualification to perform the work. If qualifications between employees are relatively equal the Company will appoint the senior employee.

- MS4.06 Full-Time Employees - Any hourly employee regularly scheduled to work forty (40) hours per week shall be considered full-time employees and will be paid forty (40) hours at the basic rate established for their respective classification.
- MS4.07 Part-Time Employees - Part-time hourly employees shall be those who are scheduled and work less than forty (40) hours and more than twenty (20) hours per week at the rate established for their respective classifications.
- MS4.08 Casual Hourly Employees – Casual hourly employees will normally work less than



twenty (20) hours per week and are covered by the terms of the Appendix A.

- MS4.09 Business days - will mean Monday to Friday inclusive excluding statutory holidays.
- MS4.10 Any full-time or part-time hourly employees working twenty (20) hours or more per week shall be entitled to rights and benefits of this Collective Agreement.
- MS4.11 District – Shall mean Manitoba/Saskatchewan for the purpose of this agreement.

## **APPENDIX “A” ManSask OWNER OPERATOR SPECIFIC**

### **ARTICLE MS-A1: SENIORITY**

- MS-A1.01 a) A bargaining unit member's 'district seniority' date is defined as the length of continuous service the bargaining unit member has in the district since the date he/she last entered into the service of the Company.
- A bargaining unit member's 'group' seniority is the date on which the bargaining unit member last entered the group within the branch (Hourly or Owner Operator group).
- Bargaining unit members will not be permitted to transfer seniority from one group to the other unless specifically set out in this Agreement.
- b) The purpose of seniority is to provide a policy governing preference of route vacancies, and bumping in accordance with the Collective Agreement.
- c) Service is a bargaining unit member's continuous service from the date they last entered into service of the Company and is used for vacation entitlement and pension where applicable.
- MS-A1.02 A list indicating bargaining unit members' seniority date and name shall be placed on the Company bulletin board in each branch on a quarterly basis. A copy of the list shall be provided to the Unit Chairperson. Errors will be corrected by mutual agreement, in writing, between the Unit Chairperson and the Company.
- MS-A1.03 Any Owner Operator whose route is abolished or who is displaced will take a vacant run, or displace the junior Owner Operator in his/her branch or, at his/her option, displace the junior Owner Operator in the district.
- In the event an Owner Operator exercises his/her seniority accordingly, he/she must possess the necessary license and equipment to perform the work.
- MS-A1.04 Bargaining unit members shall lose their seniority and their Business Agreement will be terminated under this Collective Agreement in any of the following events:
- a) They are discharged for cause and not reinstated under the grievance/arbitration process;
- b) They voluntarily leave the service of the Company;
- c) They transfer to another district with the Company or to a position outside

the bargaining unit.

- MS-A1.05 Bargaining unit members on leave of absence may not exercise seniority for job vacancies posted during this period.
- MS-A1.06
- a) If an hourly employee or Owner/Operator who bids onto or accepts any vacant route or position in the other group, he/she will lose their district seniority and their seniority in their former group and establish new seniority dates effective with the date of transfer. They do not lose service but any time worked as an Owner/Operator will not count as service for the purpose of vacation. The only exception to (a) is Article 6.07.
  - b) Bids for vacant positions will be awarded by group seniority first and then by district seniority. The only exception is Article 6.07.
  - c) An Owner/Operator must work a twelve (12) month period in his/her hourly position before he/she is entitled to vacation.
  - d) An hourly employee who transfers to the Owner/Operator group will be paid out all outstanding accrued vacation pay at the date of transfer.
- MS-A1.07 If the Company changes a previously occupied vacant Owner Operator route to an hourly route or a previously occupied vacant hourly route to an Owner Operator route, both Owner Operators and hourly employees may bid on the route and, the successful applicant will be entitled to take their district seniority and service to the other group.
- MS-A1.08 In creating a new district list for existing bargaining unit members, conflicts will be resolved by a draw of names witnessed by the Unit Chairperson. In case of multiple hiring's on a given day, seniority for new bargaining unit members will be determined by the time stamped on their offer of employment.
- MS-A1.09 A bargaining unit member will not lose his/her seniority while on approved leave of absence including medical leave or Workers Compensation. A bargaining unit member who is absent due to illness or injury may be required to provide ongoing proof of disability every three (3) months.
- MS-A1.10
- a) The Company will post Owner Operator vacancies at all locations for five (5) business days. The Company will include the estimated value for a new route or the average value for an existing route in the posting. The minimum daily payment worksheet will be provided upon request. The senior qualified applicant will be awarded the position within ten (10) business days. This time limit may only be extended by mutual agreement between the Company and the Unit Chairperson. A copy of all job postings and awards will be forwarded to the Unit Chairperson.
  - b) Owner/Operators cannot switch routes between themselves and avoid the posting procedure.
- MS-A1.11 All Owner Operators shall have only one (1) route.

#### **ARTICLE MS-A2: BENEFITS**

- MS-A2.01 The Company agrees to provide those eligible Owner Operators with current details and information covering all Owner Operators benefits and programs, in which

the Owner Operators covered by this Agreement are entitled to participate. This information shall be provided at the date of signing a business agreement with the Company.

The Company will provide each Owner Operator with the option of participating in a selected health and welfare package as detailed below.

Such benefits are to be provided on a voluntary basis at 100% Owner Operator cost. The Company will deduct cost of benefits opted for from the Owner Operator invoice.

- Major medical (extended health benefits)
- Dental Plan
- Life Insurance
- Accident Death and Dismemberment Insurance
- Vision Care - \$250.00 for a 24 month period

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) calendar day eligibility period from the date on which an Owner Operator acquires a dependent.

The Owner Operator must complete a Declaration of Status document in order to qualify for health and welfare benefits.

A spouse is deemed to be:

- A person married to the Owner Operator as a result of a valid civil or religious ceremony, including a person separated from the Owner Operator.
- A person of the opposite sex, or same gender partner with whom the Owner Operator has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status).

MS-A2.02 Optional Monthly Costs to Owner Operators (subject to change by insurers without notice):

	<u>Single</u>	<u>Family</u>
Life Insurance (Core)	\$4.31	\$4.31
AD&D (Core)	\$0.53	\$0.53
Health	\$20.99	\$52.45
Dental	\$48.25	\$120.70
Vision	\$3.49	\$8.30

Voluntary Personal Accident (Accidental Death & Dismemberment) varies depending on coverage selected by the Owner Operator.

MS-A2.03 The Company agrees to pay individual assessments of the Worker's Compensation Boards of the provinces of Manitoba and Saskatchewan, for the Owner Operators holding signed business agreements with LOOMIS and their replacement drivers.

### **ARTICLE MS-A3: EQUIPMENT**

MS-A3.01 The Company agrees to make a reasonable effort to assist the Owner Operator in securing a replacement vehicle at the Company's rental rate, should the Owner

Operator's vehicle be out of service for repairs.

- MS-A3.02
- a) The Company assumes responsibility for supply and installation of the striping kit (decals). Where LOOMIS is rebranding, the Company assumes full cost of painting in accordance with the prices available to LOOMIS. Based on this pricing, the Owner Operator is free to get his/her work done elsewhere at an accredited shop as long as it is done to LOOMIS standards.
  - b) The Owner Operator is responsible for all body work prior to the vehicle being painted.
  - c) The Company is responsible for any cost incurred for removing the decals upon termination.

MS-A3.03 The Company reserves the right to refuse to sign Business Agreements, or terminate present Business Agreements with an Owner Operator whose equipment does not meet the appearance standards as set by the Company. Reasonable standards to apply. The Company must first give ninety (90) days' notice in writing to meet appearance standards. A copy shall be forwarded to the Unit Chairperson.

#### **ARTICLE MS-A4: MISCELLANEOUS**

MS-A4.01 During periods of layover the vehicle will be parked / secured in a designated parking area.

MS-A4.02 It shall be the responsibility of every bargaining unit member to keep the Company and the Union informed of any changes of address or telephone numbers. Such information will be supplied in writing within three (3) business days of such change. Any bargaining unit member that fails to comply with this article shall not be able to file a grievance against the Company as it relates to any matter where the Company is unable to contact the bargaining unit member.

MS-A4.03 Owner Operators whose contracts are terminated for cause will have reasons for same confirmed in writing. Those Owner Operators who terminate their contracts voluntarily shall have all monies owing them paid no later than the next scheduled payment day provided they have complied with returning all Company property and have removed all LOOMIS branding from the vehicle(s).

MS-A4.04 The Company shall not be responsible for the loss, damage or destruction of bargaining unit members' personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

MS-A4.05 The Company will provide each bargaining unit member with a copy of the Collective Agreement. New bargaining unit members will be provided with a copy of the Collective Agreement within five (5) working days of hire, provided the Collective Agreement has been ratified, signed and is available for distribution to employees.

MS-A4.06 The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location and the supplier.

MS-A4.07 Maintenance of the employee's lunchroom will be the responsibility of the Company, however, bargaining unit members agree to observe common

courtesy, manners and rules of cleanliness in the use thereof.

- MS-A4.08 The Company will provide the Unit Chairperson with a copy of each Owner Operator's Business Agreement, which will include work sheets and schedule of fees. Schedule "C" hereto contains samples of these documents.
- MS-A4.09 Communication equipment such as two way radios, mobile phones, and computers shall be supplied to Owner Operators if required by the Company in order to service its customers. The cost to this equipment shall be at the Company's expense.
- MS-A4.10 Before the introduction of any technological change, the Company shall notify the Union of the proposed change. Any such change shall be discussed between the parties.
- MS-A4.11 The Company agrees to allow part-time employees, who are qualified and not previously scheduled to replace an Owner Operator for bereavement purposes.
- MS-A4.12 The Company will reimburse a bargaining unit member for the cost of procuring a drivers abstract and/or police record at the request of the Company upon presentation of a receipt. New bargaining unit members shall incur such costs for the above at first hiring.
- MS-A4.13 Owner Operators are normally required to provide their own relief drivers and vehicle for purposes including but not limited to sickness, injury, bereavement, and vacation coverage. However on an emergency basis where all reasonable efforts by the Owner Operator to provide a relief driver and/or vehicle coverage have been exhausted, the Company will provide for coverage of the route on the first day or partial day. In this event, the Owner Operator will forego all revenues from the route for the entire day and the Company will assume responsibility for all related costs for coverage. In the further event that the Owner Operator's vehicle is used in these situations, the Company will reimburse the Owner Operator for their vehicle operating costs.
- MS-A4-14 An Owner Operator will be eligible for an interest free loan up to a maximum of \$1,500.00 towards vehicle operational costs or, as a new Owner Operator to defray startup expenses.
- a) Loan application must be done in writing accompanied by proper documentation identifying the repairs/maintenance to be completed by a third party in the case of an operating loan.  
  
No supporting documentation is required for a startup loan, however, if the new Owner Operator cannot prove that he/she has an owned or leased vehicle at start up, the loan may be denied.
  - b) No loan application is approved unless and until DHL Finance has verified and accepted the loan request and supporting documentation. This process will be completed within 20 business days of the date of the loan.
  - c) Repayment will be a minimum of equal bi-weekly installments over a period no greater than 12 (twelve) months, auto deducted through the Company payroll system. This deduction will be held to a minimum of \$50 per pay unless otherwise agreed to with the Owner Operator.
  - d) If an Owner Operator's balance owing against this loan is in excess of \$500.00, no additional funds will be loaned under this provision until the balance falls below

\$500.00, and the resulting "top off" loan can be proven to be an emergency situation with supporting documentation.

- MS-A4.15 Owner Operators who choose to obtain coverage through the Company's cargo insurance will be assessed a monthly charge of ten dollars (\$10.00).
- MS-A4.16 The Company agrees that one (1) Owner Operator bargaining committee member from each of the three locations (Winnipeg, Regina, and Saskatoon) who would have normally been working during contract negotiations with the Company, shall be reimbursed the cost of a relief driver for those days spent in negotiations.
- MS-A4.17 The Company and the Union agree that packages weighing over seventy (70) pounds or thirty-two (32) kilograms will be handled safely and according to Company policy. Bargaining unit members may request assistance from the Company and/or customers to handle such packages. In the instance where no help is available, bargaining unit members will not be required to handle such packages.
- MS-A4.18 From time to time, bargaining unit members will be required to attend training courses and/or educational meetings outside of business hours. The Company will provide two (2) weeks' notice of such meetings. On such occasions, attendance is compulsory.

When these hours fall on a scheduled work day,

- (a) Hourly employees shall be paid at time and a half (1 ½) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.
- (b) Owner Operators will be paid as the regular Courier Driver at a straight time hourly rate of pay for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be one and one half (1 1/2) times the courier driver hourly rate under Schedule of Fees.

When these hours fall on a non-scheduled work day,

- (a) Hourly employees will be paid for all time spent in training with a minimum of four (4) hours at time and one half (1 ½) if this puts the employee over forty (40) hours in that week and a minimum of four (4) hours at regular time if this does not put them over forty (40) hours in one week.
- (b) Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid a minimum of four (4) hours of pay at one and one half (1 1/2) times the courier driver hourly rate under Schedule of Fees.

It is understood that this article is not applicable to tailgate meetings and information sessions.

- MS-A4.19 The Company will ensure that each and every bargaining unit member is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations. No bargaining unit member will be asked or required to perform work with dangerous goods unless they have received proper training.
- MS-A4.20 Audio and video surveillance devices will not be placed in areas where bargaining

unit members are entitled to expect privacy such as washrooms and locker rooms. Bargaining unit members shall be made aware when surveillance equipment is being used in the workplace.

**ARTICLE MS-A5: SCHEDULE OF FEES**

MS-A5.01 Owner/Operators will be paid on a Schedule of Fees as per the Collective Agreement and/or the Schedule "A" for the route.

Rates	April 1 2013	April 1 2014	April 1 2015	April 1 2016
Core Zone Rate	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>
Stop Rate	\$1.29	\$1.29	\$1.29	\$1.32
Piece Rate	\$0.23	\$0.23	\$0.23	\$0.24

Quality Payment	April 1 2013	April 1 2014	April 1 2015	April 1 2016
98% to 100% AVD	\$16.15	\$16.15	\$16.15	\$16.55
95% to 97% AVD	\$5.38	\$5.38	\$5.38	\$5.52
100% Pick Ups	\$16.15	\$16.15	\$16.15	\$16.55
100%TDD	\$16.15	\$16.15	\$16.15	\$16.55
Total Potential	\$48.45	\$48.45	\$48.45	\$49.66

All scannable waybills, laser waybills, shippers own bar-coded labels must be scanned, as per Company policy, in order to receive compensation outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub waybill) signed, timed and dated for receipt of shipment.

MS-A5.02 All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

MS-A5.03 Where a claims inspection is requested, a standard payment in accordance with the Schedule of Fees will be made when properly completed Claims Inspection Report is filed with the Company.

If a claims inspection is made and no other transaction is performed, a standard payment in accordance with the Schedule of Fees will cover the stop and the claims inspection.

If the damaged goods are to be returned to the branch, the regular waybill rates and rules will apply.

MS-A5.04 Where new business is brought on and the Company deems it to be Owner Operator work, the incumbent Owner Operator will be first offered this work, provided they can meet both the service and operational requirements of this business without adversely affecting service to their existing customers. In the event that this new business is in a shared route area, the Owner Operator with the higher seniority, and meeting the service and operational requirements, will be offered the work first. In the event that no incumbent Owner Operator is given the work then it will be offered to any other Owner Operator.

MS-A5.05 With the exception of invoice adjustments or corrections, there shall be no monies deducted from the Owner Operator without first having a discussion with the affected Owner Operator.

MS-A5.06 When an Owner Operator is requested to load, unload or sort a trailer or air material, the Owner Operator will be paid the hourly rate as set forth in the schedule of fees over and above the daily minimum. This does not apply to the loading, unloading, or sorting of the individual Owner Operator's freight.

MS-A5.06 Fuel Escalation

a) Rural

(Based on point to point through kilometers, does not include in town pick up and delivery mileage)

Van	\$0.25/km
Cube/Dual	\$0.29/km
3/5 Ton	\$0.29/km

The following will apply only to those Owner Operators not operating on a minimum daily payment.

Above mileage rates are minimums. In addition, rates will increase for changes over the Winnipeg fuel price of \$0.523/litre (unleaded fuel) or Regina and Saskatoon (blended average) fuel price of \$0.570/litre (unleaded fuel), for Manitoba and Saskatchewan respectively, as follows:

Van	-	\$0.01 per kilometer for every	\$0.05 change
Cube/Dual	-	\$0.01 per kilometer for every	\$0.04 change

Decreases in rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the minimum mileage rate. Fuel prices to be posted at all locations at the first business day of each month with a copy given to the applicable Unit Chairperson.

b) City

Owner Operators will determine their average daily kilometers and submit this to the Company. Average daily kilometers are based on work driving only and does not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometers will only be adjusted with a reroute or a ten (10%) percent route change (geography). The base fuel price for this program will be the Winnipeg fuel price of \$0.523/litre (unleaded fuel) or Regina and Saskatoon (blended average) fuel price of \$0.570/litre (unleaded fuel), for Manitoba and Saskatchewan respectively. Owner Operators will be paid on the basis of:



- Van - \$0.01 per km for every \$0.04 change in base fuel price
- Cube/Dual - \$0.01 per km for every \$0.03 change in base fuel price

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go the base price. Fuel prices to be posted at all locations at the first of each month with a copy given to the applicable Unit Chairperson.

Owner Operators will submit any amounts owed under this program as a separate charge on their daily invoices. There will be no compensation for mileage incurred on a statutory holiday or weekend. The above provision will apply only to those Owner Operators not operating on a subsidy.

MS-A5.07 The Company shall post the following information on new or vacant Owner Operator routes:

- area (including all towns and any specials)
- route standards
- vehicle size
- minimum daily payment (subject to completion of minimum payment schedule)
- average /estimated revenue
- hours of service

MS-A5.08 The Owner Operators and the Company will be able to negotiate individual rates above the minimums. The Unit Chairperson shall be present for these negotiations.

MS-A5.09 When an Owner Operators' scanner malfunctions during their work period, the Owner Operator shall not be required to scan the freight upon returning to the depot.

The Owner Operator must advise the supervisor, designate, or dispatch of the malfunction with the scanner at the time of the malfunction.

#### **ARTICLE MS-A6: ROUTE CONVERSION**

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

- 1) The Company will provide at least (ninety) 90 days' notice of the conversion to the Unit Chairperson and the affected Owner Operator(s).
- 2) The Company will meet with the National Representative, Unit Chairperson or designate, and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- 3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority to any junior owner operator route or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since his/her original date of service for the purposes of the Collective Agreement.

- 4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value, established by a reputable dealer selected and agreed to by the Company and the Owner Operator, provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

- 5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.
- 6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of twelve hundred dollars (\$1200.00) per Owner Operator.
- 7) If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the company will provide the Owner Operator with reasonable financing assistance relating to such tax liability including, if necessary a loan, subject to the following conditions:
  - a) the Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
  - b) the loan will be to a maximum of \$20,000 for a 3/4 ton vehicle, \$25,000 for a one ton vehicle, \$30,000 for a five ton vehicle, and \$35,000 for a tractor;
  - c) the Owner Operator shall sign a promissory note for the loan;
  - d) the interest rate shall be 2% above the prime rate as at the date the promissory note is signed;
  - e) the repayment schedule shall be based on an equal number of monthly installments of \$500.00 per month, unless the parties agree otherwise, provided the loan is repaid in full not later than December 31, 2009;
  - f) the Owner Operator must have elected to become an hourly rated employee and must continue to be an employee of the company; if his/her employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.
- 8) If, prior to the notice under paragraph 1 above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of \$5,000 subject to the conditions set out in paragraph 7) above.
- 9) Any dispute over the application of this Article may be submitted to arbitration in accordance with Article 5 of the Collective Agreement within one hundred and eighty (180) calendar days of notification of conversion.

- 10) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

### **Schedule A ManSask Minimum Daily Payment Worksheet**

#### Route Information

Route information shall include the following:

a) Service Area:

This describes the route geography including towns, streets boundaries, etc.

b) Daily Kilometers:

Total kilometers traveled on an average day. This would generally be determined through a route audit and odometer check. Total kilometers traveled are used when calculating the minimum payment.

c) Rural Kilometers:

Is the distance between points on a rural route. Travel within the points served is not included. Rural kilometers are generally determined through a route audit, or taken from a provincial map. The odometer audit shall prevail in all circumstances.

d) Vehicle Type:

The type of vehicle used on the route. This includes cars, vans, cubes, 3 tons, 5 tons, and larger.

e) Hours of Work:

Start time, finish time, total hours, layover hours, and driving pick up and delivery sections.

f) Current/Estimated Volume:

This includes stops, waybills, weight, etc.

#### Minimum Payment Calculation

A minimum payment shall be calculated for each route. It is the common goal of the Owner Operators and LOOMIS Canada to handle volumes sufficient to exceed the minimum daily payment. When volumes each day taken against the schedule of fees are lower than the minimum daily payment over the same period, the minimum payment will apply.

Items involved in the minimum payment are:

1) VEHICLE PAYMENT:

The vehicle payment will be determined by three factors:

a) The type of vehicle

¾ ton van - up to \$22,415

One ton - up to \$38,000

b) The amortization period

<u>Minimum</u> <u>KM</u>	<u>Maximum</u> <u>KM</u>	<u>Amortization</u> <u>Months</u>
0	310	48
311	410	36
411	600	30
601 and greater		24

c) The vehicle cost. A new vehicle will mean and refer to a newly acquired vehicle or the buyout of a lease vehicle upon termination of lease.

i) Vehicle cost used for payment calculation will be the lesser of either the actual cost to the Owner Operator or the above listed values.

ii) Upon expiration of amortization period, this factor is no longer considered in the minimum payment calculation.

iii) Each Owner Operator will be responsible for providing a copy of his/her vehicle leasing/purchasing agreement to the Company in order to obtain payment.

iv) Residual value of old vehicle (example as a trade-in) will be used to offset cost factor used in calculation.

v) Each Owner Operator will be responsible for providing a bill of sale/trade in value of their old vehicle to the Company. In the event that the Owner Operator is not willing or not able to sell their old vehicle, they will discuss the matter with the Company. The Company and the Owner Operator will meet and attempt to come to a mutual agreement on the residual value of the vehicle. The Unit Chairperson or designate shall be present for the meeting.

vi) In the event that the parties do not reach a mutual agreement in accordance with item v) above, the assessed value will be deemed to be the "book" value, as established by the applicable governmental insurance agency

2) FUEL CONSUMPTION:

Gasoline prices will be the average price in Winnipeg and Regina/Saskatoon (blended average) for the provinces of Manitoba and Saskatchewan respectively.

	<u>City Km/Ltr</u>	<u>Rural</u> <u>Km/Ltr</u>
Van	4.6	6.0
Cube	3.2	4.0

3) MAINTENANCE

The vehicle maintenance payment will be determined by three factors:

- a) The type of vehicle
- b) The kilometers traveled
- c) Rural or city route

	<u>City Per</u> <u>KM</u>	<u>Rural Per</u> <u>KM</u>
Van	.039	.033

Cube	.072	.054
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4) **INSURANCE AND LICENSE**

Each Owner Operator will be responsible for providing a copy of his/her insurance to the Company on a yearly basis. The factor to be used in the calculation will be based on a clean driving record and excludes enhanced deductibles and Manitoba rural insurance.

Note: Copies of all of the above shall be provided to the Unit Chairperson upon request.

Rates below reflect government provided rates 09-15-05 and are maximum allowable rates. Rates used in calculations will be the lower of these or the rates provided by the Owner Operator.

	<u>Saskatchewan</u>	<u>Manitoba</u>
Van	\$1,430	\$1,802
Cube	\$1,379	\$1,897

5) **WAGES**

As per the applicable hourly driving wage rate. This will include driving/pick up and delivery hours from the time of leaving the depot until the time of return to depot exclusive of breaks and layovers.

The sum of steps one (1) to five (5) shall be the daily minimum payment.

**SPECIFICATIONS FOR SERVICE**

The Owner Operator shall:

- a) be available to provide the service at all times and places established from time to time by LOOMIS;
- b) have on hand an adequate supply of suitable waybills, rate sheets, flyers and other supplies required by the applicable operating authority;
- c) prepare and submit detailed and accurate reports to LOOMIS for the services on a daily basis along with an Owner Operator daily check sheet and completed route sheet;
- d) submit red copies of waybills relating to pick-ups and green copies of waybills relating to deliveries to LOOMIS at the end of each work day;
- e) pick up and deliver every shipment of packages assigned by LOOMIS to the Owner/Operator in accordance with the instruction standards of service set by LOOMIS;
- f) be responsible for the loading, unloading, maintaining and servicing of the vehicle and the verifying of all customer material;
- g) discuss with LOOMIS any dispute respecting adjustments made to his waybill totals for any day and accept any adjustment respecting the totals of waybills made in their presence;

- h) ensure that the vehicle is clean, sound and in good working condition with all advertising materials supplied by LOOMIS properly displayed;
- i) ensure that the vehicle continues to meet the specifications of LOOMIS as to color, type, decaling and security;
- j) drive the vehicle in a safe, cautious and expeditious manner;
- k) conduct themselves in a polite and helpful manner while making pick-ups and deliveries on behalf of LOOMIS;
- l) exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, misdirected, damaged or destroyed;
- m) notify LOOMIS in the event of any accident, that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by them for the remainder of the day concerned;
- n) not use or be under the influence of any alcohol or drugs while performing the services;
- o) properly lock any door when leaving premises which the Owner Operator has gained access to by virtue of any keys supplied by LOOMIS or the customer concerned;
- p) obtain the appropriate signature on the Pulse scanner or a fully completed sub waybill as proof of delivery;
- q) make every effort to ensure that all parcels and envelopes are handled appropriately and with care;
- r) report and record on the route sheet any deliveries or pick-ups not completed exactly as instructed for any reason;
- s) ensure that the vehicle is kept locked and fully secured at all times;
- t) not allow any passengers not authorized by LOOMIS in the vehicle when performing the services;
- u) be responsible for ascertaining all of the service requirements necessary to perform as an Owner Operator to the satisfaction of LOOMIS;
- v) be responsible for ascertaining with any customer that the customer has a credit account with LOOMIS before extending credit; and
- w) provide a vehicle, when necessary, which must previously have been approved by LOOMIS.

**SCHEDULE "C" – MANSASK BUSINESS AGREEMENT**

AGREEMENT ENTERED INTO AT THE CITY OF \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 200\_\_\_\_ .

BETWEEN:

LOOMIS EXPRESS (CANADA), LTD., having its head office at 90 Matheson Boulevard West, Suite 111, Mississauga, Ontario, L5R 3R3;

Hereinafter called the "LOOMIS "

AND:  
(Full name)

(Address and postal code)

Hereinafter called the "DEPENDENT CONTRACTOR"

WHEREAS LOOMIS a common carrier by motor vehicle which, in the regular course of its operations, requires the services of dependent contractors;

WHEREAS the dependent contractor has applied to LOOMIS to enter into an agreement to supply transportation services with his/her own equipment on the terms and conditions hereinafter set out;

WHEREAS the dependent contractor warrants that he/she has the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of LOOMIS.

THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

**TERM**

1. This agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract or for justifiable business reasons.
2. This agreement may also be terminated, by either party, by serving a written notice to that effect, thirty days in advance.

**PAYMENT**

3. The schedule of rates is attached to this agreement as annex A. Payments shall be made to the dependent contractor every two (2) weeks or as otherwise agreed by the parties.
4. The remuneration paid to the dependent contractors includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and statutory holidays.

## PURPOSE OF THE AGREEMENT

5. This agreement outlines the terms and conditions related to the provision of services in relation with customers of LOOMIS, to ensure that those services will be sufficient and to the satisfaction of LOOMIS and its customers.

## DEPENDENT CONTRACTOR'S OBLIGATIONS

6. The dependent contractor agrees to:
  - a) Maintain at all times valid permits as required by law, and abide by and operate within the limits of all related provincial and federal laws and regulations.
  - b) Accept sole responsibility for the operation of any and all vehicles supplied, freight handled, any and all personnel used to provide services, claims, fines, costs and legal expenses related to any infraction to the applicable laws.
  - c) Obtain and maintain insurance coverage, as more fully described in Schedule D of the collective agreement.
  - d) Promptly report any accident and any claim which could involve LOOMIS and fully cooperate with LOOMIS and any other person involved, for the settlement of any insurance claim.
  - e) Insure that the best interests of LOOMIS and its customers are maintained through a safe, efficient and professional operation.
  - f) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of LOOMIS and its customers.
  - g) Make every reasonable effort to meet established delivery times unless otherwise prevented by severe weather, operational or other extraordinary circumstances beyond the control of the dependent contractor.
  - h) Owner-Operators upon notification to the company will be permitted to take Leave of Absence of up to thirty (30) calendar days to provide for holidays, vacation or authorized leave. This provision does not apply to the regular use of a relief driver for up to one day per week.

Leave of Absence may be extended upon mutual agreement between the Company and the Union.
  - i) Where a replacement driver or swamper can be employed, provide at all times, licensed, competent and qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source and worker's compensation.
  - j) Recognize the right of LOOMIS to modify areas of service from time to time, where necessary for service or efficiency.
8. The dependent contractor agrees that, in the performance of this contract, especially where he/she collects moneys on behalf of LOOMIS, he/she shall assume all the legal obligations of a person charged with administration of the property of others.



GENERAL

- 8. It is expressly agreed between the parties that LOOMIS shall, in no way, be responsible to the dependent contractor or to third parties, for any services and/or supplies provided to the dependent contractor. In the event of a claim resulting from supplies or services so provided, the dependent contractor agrees to indemnify LOOMIS and to plead in its stead.
- 9. LOOMIS may require, from time to time, proof that the dependent contractor abides by any and all of his/her obligations. The dependent contractor will, upon demand, give LOOMIS a written authorization to verify his/her status and the discharge of his/her contractual obligations with any government or person.
- 10. The dependent contractor recognizes that he/she cannot obtain more rights than those of a registered user of LOOMIS 's trade name, trademarks and logo-types and, as such, has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all LOOMIS symbols, insignias, decals or other identification will be removed, prior to the release of final payments owing to the carrier.
- 11. The dependent contractor agrees that, during the term of this contract and in any case of termination thereof, he/she will not solicit any of LOOMIS 's customers nor will he/she compete directly or indirectly with LOOMIS, with respect to LOOMIS 's customers. In the event of termination by either LOOMIS or the dependent contractor, the dependent contractor will not solicit any of Loomis's customers directly for a period of three months following termination.
- 12. The dependent contractor and any employee, partner or associate of the dependent contractor may not be entitled to any benefits or rights which would not be afforded to an employee of LOOMIS, including but not limited to benefits such as company pension, governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.

SIGNED, SEALED AND DELIVERED:

LOOMIS EXPRESS (CANADA), LTD.

By:

WITNESS

WITNESS

DEPENDENT CONTRACTOR

## **SCHEDULE “D” – ManSask Liability Insurance**

The Owner Operator shall, at their own expense and without cost or expense to LOOMIS EXPRESS (CANADA), LTD., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- a) Motor vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to LOOMIS EXPRESS (CANADA), LTD. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations;
- b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to LOOMIS EXPRESS (CANADA), LTD. or its customers, including the loss of use thereof covering such perils as LOOMIS deems necessary and in such amounts and with such terms and conditions as are reasonably acceptable to LOOMIS EXPRESS (CANADA), LTD. The Policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.

The foregoing insurance must be placed with an insurer reasonably acceptable to LOOMIS EXPRESS (CANADA), LTD. The Owner Operator must further provide LOOMIS EXPRESS (CANADA), LTD. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverage's herein shall also contain the following provisions:

- 2) LOOMIS EXPRESS (CANADA), LTD. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of the Agreement;
- 3) The Owner Operator and the insurers further agree to waive all rights of subrogation as against LOOMIS EXPRESS (CANADA), LTD.;
- 4) The policies shall contain severability of interest and cross liability clauses;
- 5) The Insurers will provide LOOMIS EXPRESS (CANADA), LTD. with thirty (30) days prior written notice of any cancellation or material change in the policies.

**Letter of Understanding MS-A1**

**BETWEEN**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the "Company")**

**and**

**UNIFOR  
(UNIFOR Canada)  
6) Local 4215  
(hereinafter referred to as the "Union")**

**MANITOBA INSURANCE**

Individuals currently receiving Company paid Manitoba insurance will be grandfathered until they vacate their current route. Those individuals are:

Joe Gross      Route #335

**Letter of Understanding MS-A2**

**Between**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the "Company")**

**and**

**UNIFOR  
(UNIFOR Canada)  
Locals 4215**

**Re: Subsidies**

Where a "Subsidy" exists as a result of the implementation of the New Payment Methodology to meet the 80/20 guarantee the subsidy shall remain in place with the route for the duration of the collective agreement.

It is understood by all parties that in ManSask that the above mentioned subsidies are paid over and above the minimum guarantee.

In the event a route with a subsidy becomes vacant for any reason and is reposted with at 80% of the original average stops, any subsidy attached to that route shall remain in place.

In the event of a reroute any route with a subsidy as outlined above that maintains 80% or more of the original average stops shall continue to receive the subsidy.

This LOU will remain in place for the duration of the Collective Agreement.

**Letter of Understanding MS-A3**

**Between**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the "Company")**

**and**

**UNIFOR  
(UNIFOR Canada)  
Locals 4215**

**PAYMENT FROM PULSE**

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing

**Letter of Understanding MS-A4**

**Between**

**LOOMIS EXPRESS (CANADA) LTD.  
(Herein after referred to as the "Company")**

**And**

**UNIFOR  
(UNIFOR Canada)  
Locals 4215**

**COMMUNICATION ALLOWANCE**

The company agrees to provide \$30 for city or \$35 for rural drivers using their personal cell phones for Loomis business.

An Owner Operator who has been provided company paid communication equipment per Article 11.09 is not eligible to receive the above.

**Letter of Understanding MS-A5**

**Between**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the “Company”)**

**and**

**UNIFOR  
(UNIFOR Canada)  
Locals 4215**

**WCB CLAIM**

When an Owner Operator is unable to discharge their obligations under the business agreement due to a WCB approved claim, the Company shall cover the cost of the replacement driver, but is not responsible for sourcing the replacement, for the period of injury. The company will pay the cost of the replacement driver to the Owner Operator.

**Letter of Understanding MS-A6**

**Between**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the "Company")**

**and**

**UNIFOR  
(UNIFOR Canada)  
Locals 4215**

**REGINA WINTER LINEHAUL**

For the winter months in Regina the Company currently has a practice in place that if the linehauls are not in by around 7:30am, the rural routes depart without that freight. In recent months operations have been impacted such that the Company has had to invoke this practice on a more frequent basis. Within ninety (90) days of ratification, the Company will make every reasonable effort to mitigate or reduce the controllable delays.



**Letter of Understanding MS-A7**

**Between**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the "Company")**

**and**

**UNIFOR  
(UNIFOR Canada)  
Locals 4215**

**Re: Swamper Pay**

Where an Owner Operator remains on his/her route under a WCB approved modified work program, the Company agrees to reimburse the cost of a swamper up to a maximum of \$150/day.

**MANSASK HOULY SPECIFIC**

**ARTICLE MS-B1: SCHEDULING WORKING HOURS AND OVERTIME**

- MS-B1.01 Except as provided in Article MS-B1.05 and MS-B16.06, the work week may be scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one half (1 1/2 times) the basic rate of pay. All time worked in excess of eight (8) hours (ten (10) hours in accordance with Article 6.05) per day, will be paid at time and one half (1 1/2 times) the basic rate for the classification.
- MS-B1.02 Hourly employees will be paid according to the hours scheduled unless they are allowed by the Company to leave work at their own request. No reasonable request will be denied.
- MS-B1.03 Any employee ordered to report for work at a time specified by the Company, and who does report for work at the said time, will be guaranteed a minimum of four (4) hours pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.
- MS-B1.04 No employees shall be required to take time off in lieu of overtime hours worked.
- MS-B1.05 Upon mutual agreement, in writing, between the Company and the Union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established.
- MS-B1.06
- a) Regular part-time employees will be given the first opportunity by seniority and by classification to supplement their hours of work by indicating in writing their desire to be called for additional hours. This information will be updated by the employee by the first working day of each month; however, the Company is not restricted to the persons on this list. This item will not permit part-time employees to require regularly assigned casuals to give up their hours.
    - i) The list will be posted and a copy forwarded to the Unit Chairperson.
    - ii) Any employee that refused extra work when offered shall be removed from the list for the remainder of the month.
    - iii) All extra work will be by branch and group only.
  - b) When additional hours worked can reasonably be foreseen amounting to a maximum of eighty (80) hours in any one pay period, when included with the employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.
  - c) Part-time employee hours will be averaged over the weekly pay period. Time and one half (1 1/2) will be paid on hours in excess of forty (40) hours in any one work week.
  - d) Additional hours which are a continuation of a regularly scheduled shift are exempt from this provision.

- e) When the Company determines that overtime is required, the Company will endeavor, wherever practicable, to utilize the most senior qualified available employee in that classification for overtime assignments when those assignments are known in advance and involve four (4) or more hours of work. All overtime hours will be voluntary. Any employee who wishes to be considered for such assignments must advise the Company in writing and update the advice by the first working day of each month however, the Company is not restricted to the persons on the list. The Company will post the list of employees who have signed.

MS-B1.07 Any scheduled full-time hourly employee required to perform work before the scheduled reporting time, at the request of their supervisor, will be compensated at the applicable overtime rate based on fifteen (15) minute increments provided the employee has completed the regular schedule work day.

It is further understood the early call-in starting will be scheduled at fifteen (15) minute intervals.

MS-B108 All shifts over five (5) consecutive hours, shall have a one half (1/2) hour unpaid meal period between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour, unless otherwise mutually agreed to by the Company and the employee.

MS-B1.09 All hourly employees covered by this Collective Agreement shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period.

Hourly employees who work more than six (6) hours will receive two (2) fifteen (15) minute Company paid rest periods.

No breaks will be taken in the first or last hour of work on a shift unless mutually agreed to by the supervisor and the employee.

MS-B1.10 All overtime hours shall be offered in order of seniority provided the employee has sufficient qualifications to perform the required work.

MS-B1.11 When there is a vacancy in an Owner/Operator run, the work will be offered to the hourly employees in order of seniority until such time as the run is permanently filled. The Company will use existing hourly employees however, if there are no hourly employees available, the Company will fill the work with agents until the posting is complete. This would apply to any vacant position.

### **ARTICLE MS-B2: STATUTORY HOLIDAYS**

MS-B2.01 The following statutory holidays will be observed with pay:

New Year's Day	1st Monday in August
Canada Day	Christmas Day
Thanksgiving Day	Victoria Day
Remembrance Day	Labour Day
Good Friday	Boxing Day
Family Day	

MS-B2.02 An employee shall be paid for any statutory holiday falling during their vacation, in addition to vacation pay.

- MS-B2.03 If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following their vacation.
- MS-B2.04 In the case of a statutory holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their statutory holiday and their work week will then commence on Monday. In case of a statutory holiday falling on a Friday, Thursday shall be their statutory holiday and their work week would then be completed on Thursday morning.
- MS-B2.05 Eligible employees are those employees who are full-time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and have been employed in excess of thirty (30) calendar days. An eligible employee will be entitled to pay for the above noted holidays, although no work is performed provided such employees work their full scheduled shift prior to the holiday and their full scheduled shift after the holiday, unless excused by their supervisor. Reasonable reasons for absences shall be recognized by the Company.
- MS-B2.06 Holiday pay will be computed by multiplying the employee's basic hourly rate of pay by the average number of hours per day worked by the employee during the previous twenty (20) worked days.
- MS-B2.07 Those employees working in accordance with Article MS-B1.05 will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for their classification.
- MS-B2.08 If an employee's normal shift starts prior to 12:01 A.M. of the declared holiday, the employee will be paid at their regular scheduled rate. Any employee commencing work before 11:59 P.M. of the declared holiday will be paid at time and one half (1 1/2 times) for the day worked in addition to the holiday pay.
- MS-B2.09 In the event a statutory holiday is proclaimed by the federal or provincial government, such holiday shall also be observed if not already listed in the above holidays.

### **ARTICLE MS-B3: VACATION AND VACATION PAY**

- MS-B3.01
- a) Each employee will select their desired time for vacation, understanding that vacations cannot be taken until after seniority date. An employee shall be required to select their vacation dates prior to March 31st of each year. Any employee failing to select their vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall be required to wait until all other eligible employees within the depot or branch have selected their dates.
  - b) The Company shall post the list of chosen vacation dates on the Company bulletin board by April 15<sup>th</sup>. These shall be considered as the Company approved vacation schedules. All vacation requests submitted after April 15<sup>th</sup> will be responded to within ten (10) business days. These requests shall be granted on a first come first serve basis.
  - c) Should the Company not post the vacation list by April 15<sup>th</sup>, or fail to respond to a vacation request in accordance with (b) above, the hourly employees' request(s) will be escalated to a Step 3 grievance.

- d) Any employee who wishes to change their selection after March 31<sup>st</sup> will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval.
- e) A copy of the approved vacation schedule and any changes or updates shall be forwarded to the Unit Chairperson.

MS-B3.02 The Company will permit an acceptable level of employees to take vacation at the same time provided the business needs can be maintained. The Company will determine the level of business requirements. However, it is understood that the vacation requests will not unreasonably be refused.

Any changes to an existing and approved schedule can only be made by mutual agreement between the supervisor and the employee.

MS-B3.03 Employees may split their vacation weeks, if they desire, or take them consecutively up to a maximum of three (3) weeks. Under special circumstances, this may be extended by mutual agreement between the Company and the employee. Such requests will not be unreasonably denied.

MS-B3.04 Full time and part-time employees who have completed one (1) year of service as regular employees shall be entitled to vacation with pay on or after their seniority dates.

VACATION SERVICE REQUIREMENTS AND ENTITLEMENT		
Years Service	Entitlement Weeks	% of Earnings
One (1)	Two (2)	4%
Three(3)	Three (3)	6%
Eight (8)	Four (4)	8%
Twelve (12)	Five (5)	10%
Twenty (20)	Six (6)	12%

MS-B3.05 Full-time and part-time employees will receive vacation pay at the percentage entitlement applied to their annual gross earnings for their anniversary year for which they are receiving their vacation. Upon request, casual employees will receive their vacation pay which has been accrued at four percent (4%) of their earnings.

MS-B3.06 Vacation pay shall be paid to the hourly employee by separate cheque immediately preceding their departure on vacation. Upon written request an employee's vacation pay will be paid to hourly employees on their return from vacation with thirty (30) calendar days' notice prior to the commencement of the vacation.

MS-B3.07 Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in by mutual agreement, prior to them returning to work, the employee and the Company will reschedule the employee's remaining vacation by mutual agreement.

MS-B3.08 Any hourly employee leaving the employ of the Company, or upon retirement, shall be entitled to be paid out any accrued vacation as per Article MS-B3.04.

MS-B3.09 Employees must take their earned vacation for which they are eligible, within twelve (12) months from the end of the anniversary year for which the vacation was earned. No employee will be permitted to accumulate vacation from year to year except when the employee is absent on leave of absence for medical purposes.

#### **ARTICLE MS-B4: SENIORITY**

MS-B4.01 a) A bargaining unit member's 'district seniority' date is defined as the length of continuous service the bargaining unit member has in the district since the date he/she last entered into the service of the Company.

A bargaining unit member's 'group' seniority is the date on which the bargaining unit member last entered the group within the branch (Hourly or Owner Operator group).

Bargaining unit members will not be permitted to transfer seniority from one group to the other unless specifically set out in this Agreement.

b) The purpose of seniority is to provide a policy governing preference for jobs, bumping in accordance with the Collective Agreement, vacation scheduling, lay-offs and recalls.

c) Service is a bargaining unit member's continuous service from the date they last entered into service of the Company and is used for vacation entitlement and pension where applicable.

Ms-B4.02 A list indicating bargaining unit members' seniority date and name shall be placed on the Company bulletin board in each branch on a quarterly basis. A copy of the list shall be provided to the Unit Chairperson. Errors will be corrected by mutual agreement, in writing, between the Unit Chairperson and the Company.

MS-4.03 a) All hourly employees shall be considered as on probation during the first ninety (90) calendar days worked following their last date of hire. If found unsuitable during this period, such employee will not be retained in the service. After the completion of this ninety (90) calendar day period, the employee shall be placed on the seniority list and their seniority shall be established retroactively from their date of last hire.

b) In the event that a casual worker secures a part-time or full-time position, they will not be required to repeat the probationary period outlined in Article 10.03 (a) provided they have worked seven hundred and twenty (720) hours with the Company.

MS-B4.04 Hourly employees shall lose their seniority and their employment will be terminated under this Collective Agreement in any of the following events:

a) They are discharged for cause and not reinstated under the grievance/arbitration process;

b) They voluntarily leave the employ of the Company;

c) They fail to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail, except for a bona fide emergency where communicated to the Company within five (5) working days;

- d) They fail to report to work for three (3) working days without notifying the Company, except for a bona fide emergency.
- e) They have been on lay-off for a period of eighteen (18) months or longer;
- f) They transfer to another district or branch with the Company but outside the bargaining unit.

MS-B4.05 Bargaining unit members on leave of absence may not exercise seniority for job vacancies posted during this period.

- MS-B4.06
- a) If an hourly employee or Owner/Operator who bids onto or accepts any vacant route or position in the other group, he/she will lose their district seniority and their seniority in their former group and establish new seniority dates effective with the date of transfer. They do not lose service but any time worked as an Owner/Operator will not count as service for the purpose of vacation. The only exception to (a) is Article MS-B4.07.
  - b) Bids for vacant positions will be awarded by group seniority first and then by district seniority. The only exception to (a) is Article MS-B4.07.
  - c) An Owner/Operator must work a twelve (12) month period in his/her hourly position before he/she is entitled to vacation.
  - d) An hourly employee who transfers to the Owner/Operator group will be paid out all outstanding accrued vacation pay at the date of transfer.

MS-B4.07 If the Company changes a previously occupied vacant Owner Operator route to an hourly route or a previously occupied vacant hourly route to an Owner Operator route, both Owner Operators and hourly employees may bid on the route and, the successful applicant will be entitled to take their district seniority and service to the other group.

MS-B4.08 In creating a new district list for existing bargaining unit members, conflicts will be resolved by a draw of names witnessed by the Unit Chairperson. In case of multiple hiring's on a given day, seniority for new bargaining unit members will be determined by the time stamped on their offer of employment.

MS-B4.09 A bargaining unit member will not lose his/her seniority while on approved leave of absence including medical leave or Workers Compensation. A bargaining unit member who is absent due to illness or injury may be required to provide ongoing proof of disability every three (3) months.

- MS-B4.10
- a) If an hourly employee's hours of work are reduced due to operational requirements, the employee shall have the right to retain the altered shift or exercise their seniority to any junior hourly position within the Branch provided they have sufficient qualifications to perform the required work.
  - b) If an hourly employee is displaced by another employee, he/she shall have the right to exercise their seniority to any hourly position their seniority entitles them to within the Branch provided they have sufficient qualifications to perform the required work.
  - c) In the event of an increase of two (2) hours or more, for a period of three (3) weeks or more, the shift will be posted subject to Article 16.

- d) The Company shall give two (2) weeks' notice to the affected employee when there is a change in hours in accordance with this article.
- e) Each affected employee shall have five (5) working days to decide whether to accept the altered shift or to exercise his/her seniority to another hourly position.
- f) This article shall not be used to circumvent Article 11 and/or 16.
- g) An employee returning from a leave of absence that has had their hours of work altered as above shall be entitled to exercise their seniority as per this article.

### **ARTICLE MS-B5: HEALTH AND WELFARE**

MS-B5.01 The Company shall provide a comprehensive health and welfare plan, the cost of which will be paid in full by the Company.

These benefits include:

- 1) Death benefits
  - Life Insurance up to a maximum of \$40, 000 based on the options selected in the plan
  - Accident, Death and Dismemberment up to a maximum of \$40,000 based on the option selected
- 2) Provincial Medical Insurance applicable for each province
- 3) Major Medical Insurance
  - Prescriptions will be covered 100% with no deductible
- 4) Dental Plan - 3 month waiting period.
- 5) Weekly Indemnity
  - Short Term Disability - 70% of average weekly earnings up to the EI maximum for 15 weeks
  - Long Term Disability - 70% of average weekly earnings to a maximum of \$300.00/week for two years
  - Average weekly earnings will be based on the six weeks prior to disability
- 6) Felonious Assault - \$20, 000 from the date of hire
- 7) Personal Accident Insurance
  - Optional insurance paid for by the employee
- 8) Vision Care



- \$250.00 every 24 months for employee and eligible dependents

The above is an outline of the program offered, the actual benefits, waiting periods and amounts payable are outlined in the brochures available from the Company.

MS-B5.02 The Company will make available to all eligible employees and their dependents a group accident insurance plan for those employees who voluntarily enroll in the plan and who continue to pay the required monthly premiums.

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period from the date on which an employee acquires a dependent.

The employee must complete a Declaration of Status document in order to qualify for health and welfare benefits.

A spouse is deemed to be:

- A person married to the employee as a result of a valid civil or religious ceremony, including a person separated from the employee.
- A person of the opposite sex, or same gender partner with whom the employee has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status).

MS-B5.03 SICK LEAVE PAY

- a) Employees who work sixteen hundred (1,600) hours or more in the previous year shall, upon each anniversary year of employment, have six (6) days, forty-eight (48) straight time hours sick leave with pay placed in their sick leave bank.
- b) Unused sick leave days will be paid out at straight time rate at the end of each anniversary year providing that the bank does not go below six (6) days per year. All sick leave entitlement previously granted will be required for sick leave or paid out within the maximum cash out of six (6) days per year. Maximum cumulative sick days in the bank cannot exceed twelve (12) days.
- c) If an individual's status (full-time; part-time) changes they will have thirty (30) calendar days to withdraw hours in excess of their new maximum cumulative days.
- d) Employees will be eligible to use their sick leave entitlements for day care conflicts, family emergencies, and dental/medical appointments.
- e) Regular part-time employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .03. Maximum cumulative days in the bank cannot exceed twelve (12) days.

### **ARTICLE MS-B6: LAY-OFFS**

- MS-B6.01 The Company and the Union accept the principle of seniority in lay-offs and recall and agree that if the hourly employee possesses the required qualifications and ability, seniority will govern. Casuals shall be the first to be laid off followed by the least senior employee.
- MS-B6.02 When adding to the work force of the hourly employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.
- MS-B6.03 The Company will notify such employees of recall at their last known address by registered mail. If such employees fail to report within five (5) business days from date of receipt the employee will be governed by Article MS-B4.04 (c). A copy of all recall notices shall be forwarded to the Unit Chairperson.
- MS-B6.04 In the event of a lay-off, employees employed more than three (3) consecutive months will receive two (2) weeks notice in writing of such lay-off or two (2) weeks pay in lieu of notice.
- MS-B6.05 Severance Pay - Regular full-time and part-time employees with one (1) year or more of service, whose employment is terminated for reasons other than just cause, will receive two (2) weeks pay for every year of service. This amount will be pro-rated for partial years. Severance pay will be based on the employee's average weekly earnings (excluding overtime earnings) for the previous year or portion thereof. If the employee accepts the severance pay, then his/her employment will be terminated and he/she will not be eligible for recall.
- MS-B6.06 A copy of all layoff notices shall be forwarded to the Unit Chairperson.

### **ARTICLE MS-B7: SAFETY AND EQUIPMENT**

- MS-B7.01 The Company will not require hourly employees to operate any company vehicle on the streets or highways that is not in safe operating condition or equipped with safety appliances prescribed by law. All unsafe vehicles shall be locked out and red tagged.
- MS-B7.02 The Company will not require hourly employees to operate any equipment that is in violation of any relevant statutes. It will not be a violation of this Agreement when hourly employees refuse to operate unsafe equipment or those not properly equipped as prescribed by law.
- MS-B7.03 The Company will not ask any hourly employee to take out a vehicle until same has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management, a Union Representative, and a certified mechanic. The certification as to the safety of the vehicle shall be in writing. Should said vehicle be certified by a mechanic as safe, then the employee who refused to take the vehicle out may be subject to discipline if, after the matter has been investigated by the Company and Union, the refusal was found to be frivolous.
- a. Hourly employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the hourly employee.

- b. Hourly employee operated Company vehicles will be equipped with a hand cart.
- c. Maintenance of the equipment in good running condition is the duty and responsibility of the Company.
- d. All Company vehicles will be equipped with adequate heaters, windshield wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.
- e. Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.
- f. The Company must keep speedometers, odometers and fuel gauges in proper working order and reasonably accurate.

MS-B7.04 Hourly employees held out of service during the investigation period relating to an accident in which that hourly employee was involved, will be paid for all time lost should it be found that the hourly employee was not at fault.

MS-B7.05 All accidents will be reviewed by the joint Health and Safety Committee who shall provide the Company with a detailed report in writing of their recommendations for preventative measures. Any hourly employee involved in a preventable accident may be required to attend a Defensive Driving course and the Company will cover the cost of the course and their lost wages if the driver is not on suspension.

MS-B7.06 Hourly employees will be responsible for paying all fines incurred while driving a Company vehicle if proven to be at fault.

MS-B7.07 Accidents for which the hourly employee is found at fault or for which their action or lack of action is a contributing factor, may result in disciplinary action.

Hourly employees involved in accidents will be notified by the Company as to whether the accident was preventable or unpreventable.

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

A bargaining unit member will notify their supervisor for direction on handling goods in the event an article is not properly packaged or presents a hazardous potential. The bargaining unit member and the Supervisor will mutually agree on a course of action to be taken.

Where required, the Company will provide and maintain a first aid room in keeping with Federal and Workers' Compensation Board regulations.

The Company will reimburse a bargaining unit member for the cost of procuring a driver's abstract and/or police record at the request of the Company upon presentation of a receipt. New bargaining unit members shall incur such costs for the above at first hiring.

MS-B7.08 There shall be a Joint Health and Safety Committee at each location with a Union and Company Co-Chair. A minimum of two (2) employees from each party shall serve on the Committee; the Company representation shall not exceed the number of Union

employees. The duties and responsibilities of the Committee include but are not limited to the following:

- a) The Health and Safety Committee shall meet on a monthly basis.
- b) Minutes of the meeting shall be posted and copies shall be provided to the Unit Chairperson and each member of the Health and Safety Committee.
- c) When a Union member of the Health and Safety Committee is unable to attend a meeting, a designate will be selected by the Union.
- d) The Committee will conduct a safety inspection of the entire workplace prior to each Committee meeting including warehouse, office, yard and parking lot.
- e) Copies of all reports, records and documents pertaining to health and safety will be provided to the Union Co-Chair.
- f) The Union Co-Chair or designate shall be allowed to accompany a government inspector on any/all inspection tours and to speak with the inspector on matters of concern. It is understood that concerns must be brought to the attention of the joint Health and Safety Committee prior to speaking with any inspector.

MS-B7.09 All investigations of accidents and unsafe working conditions shall be conducted by the joint Health and Safety Committee.

MS-B7.10 A bargaining unit member may exercise their right to refuse unsafe work in accordance with the provisions outlined in the Canada Labour Code.

MS-B7.11 The Company shall apply the provisions of Part 2 of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standards.

MS-B7.12 In the event of an injury on the job, the Company shall provide transportation from the point of injury to the point of treatment on the day of injury, and the point of treatment to the employee's residence.

MS-B7.13 The Company and the Union agree that packages weighing over seventy (70) pounds or thirty-two (32) kg will be handled safely and according to Company policy. Employees must request assistance from the Company and /or customers to handle such packages. In the instance where no help is available, employees will not be required to handle such packages.

MS-B7.14 All time spent in attendance at regularly scheduled joint Health and Safety meetings or in activities approved by the Company, shall be paid at the employee's regular hourly or overtime rate of pay whichever is applicable. The time spent is to be considered as time worked.

MS-B7.15 The Local President of the Union will appoint one (1) member from the district as a member of the National Health and Safety Policy Committee.

MS-B7.16 In the event of a disabling injury on the job, an employee will be paid for the number of hours which the employee was scheduled to work on the date of the injury.

### **ARTICLE MS-B8: BEREAVEMENT LEAVE**

- MS-B8.01 a) Every full-time and part-time employee shall be entitled to a paid leave up to four (4) working days, in the event of the death of a spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any relative in the employee's domicile. Proper justification must be provided upon request. This article will apply to common-law and same sex relationships.
- b) Employee's may request that bereavement leave be extended by an additional two (2) days. The additional two (2) days that are granted will be deducted from the employee's sick leave bank.
- c) This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on a leave of absence or lay-off.

### **ARTICLE MS-B9: JURY DUTY**

- MS-B9.01 When a full-time or part-time employee is required to serve on a jury or is subpoenaed as a witness, the employee will be paid the wages they would normally have earned at work, but the employee shall reimburse the Company the amount of the fees they would have received for the period served while on jury or witness duty.

### **ARTICLE MS-B10: LEAVE OF ABSENCE**

- MS-B10.01 If an employee desires an unpaid leave of absence for reasons other than those referred to in this Agreement, proper justification, in writing, must be submitted to the Company as soon as possible. The Company agrees that no legitimate or reasonable request will be denied. An employee shall retain and accumulate seniority while on an approved leave of absence. Extensions beyond sixty (60) days must be mutually agreed to in writing between the Company and the Union.
- MS-B10.02 Maternity, paternity, adoptive and/or parental and compassionate leave of absence will be granted in accordance with the applicable legislation.
- MS-B10.03 Requests for leaves of absence shall be responded to by the Company within ten (10) business days, with a copy forwarded to the Unit Chairperson.

### **ARTICLE MS-B11: JOB POSTING**

- MS-B11.01 a) When a job vacancy occurs for any reason or a new position is created or the hours change on a position in accordance with Article MS-B4.10 (c), the Company will post within five (5) business days at all locations, the said vacancy for three (3) business days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, scheduled hours, and regular duties. Selection will be on the basis of the employee's qualifications and seniority. Positions will be awarded within ten (10) business days from the date of the posting's closing. Employees shall occupy an awarded position within twenty (20) business days from being awarded the position. These time frames may be extended by mutual agreement. A copy of all postings will be given to the Unit Chairperson.

- b) All employees who are awarded a posted position must serve a ninety (90) calendar day trial period in their new position. If the employee does not, in the opinion of the Company, qualify for the position concerned, they shall revert to their former position without loss of seniority.
- c) During this ninety (90) day period, these employees will not be permitted to bid on any newly posted vacancy.

MS-B11.02 A work schedule change of two (2) hours or less will not require job posting. This only applies to start and finish times of a shift and not the total hours of work. In an emergency one-time situation, a work schedule may be changed by more than two (2) hours without the required three (3) business days posting.

This provision does not apply to casual employees.

MS-B11.03 Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder with a copy given to the Unit Chairperson.

MS-B11.04 Should a full-time employee be absent from work for thirty (30) working days or more for legitimate reasons, this position will be offered to the part-time employees in order of seniority within that depot for the duration of the full-time employee's absence.

Should a part-time employee be absent from work for sixty (60) working days or more for legitimate reasons, this position will be offered to the part-time and casual employees in order of seniority within that depot for the duration of the part-time employee's absence.

In the event that a casual employee is successful in obtaining a temporary position (part-time or full-time), they will retain their "casual" status and will not receive any further benefits beyond the casual entitlement. Temporary postings, when possible, must have duration of posting and length of shift.

MS-B11.05 In the event that a branch or depot closes, or should any position within the bargaining unit be wholly discontinued, and/or any employee be displaced the following will apply:

- a) An hourly employee must exercise his/her seniority by bidding into any vacant position or displace any junior hourly employee in their branch; or may, at his/her option, displace the junior hourly employee in the district.
- b) No hourly employee will be required to accept a vacant position outside of their branch.

MS-B11.06 This entire article will apply only to the filling of the original vacancy created, and the next vacancy thus created. The resulting third vacancy shall be filled by the senior qualified employee who requests same in writing.

MS-B11.07 Temporary postings will be posted only for coverage of approved leaves of absence, summer vacation relief, or as agreed upon between the Company and the Unit Chairperson. All temporary postings will have a start and approximate finish date or shall be posted as an indefinite posting.

### **ARTICLE MS-B12: TRAINING**

MS-B12.01 From time to time, bargaining unit members will be required to attend training courses and/or educational meetings outside of business hours. The Company

will provide two (2) weeks' notice of such meetings. On such occasions, attendance is compulsory.

When these hours fall on a scheduled work day,

- a) Hourly employees shall be paid at time and a half (1.5) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.
- b) Owner Operators will be paid as the regular Courier Driver at a straight time hourly rate of pay for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be paid one and one-half (1 ½) times the courier driver hourly rate under Schedule of Fees.

When these hours fall on a non-scheduled work day,

- a) Hourly employees will be paid for all time spent in training with a minimum of four (4) hours at time and one half (1 1/2) if this puts the employee over forty (40) hours in that week and a minimum of four (4) hours at regular time if this does not put them over forty (40) hours in one week.
- b) Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid one and one-half (1 ½) times the courier driver hourly rate under Schedule of Fees.

It is understood that this Article is not applicable to tailgate meetings and information sessions.

- MS-B12.02 The Company will ensure that each and every bargaining unit member is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations. No bargaining unit member will be asked or required to perform work with dangerous goods unless they have received proper training.
- MS-B12.03 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. Their supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Unit Chairperson will be informed in writing when employees exchange positions in accordance with this Article.
- MS-B12.04 Where training opportunities/equipment are provided on a voluntary basis, an employee taking advantage of such training will not be compensated.
- MS-B12.05 The Company will pay new bargaining unit members under the terms of the Collective Agreement for any and all training required for them to be able to perform their duties. The Company will pay bargaining unit members under the terms of the Collective Agreement who are successful applicants for a new position, or have displaced onto a new position, any and all familiarization required for them to be able to perform their duties.

### **ARTICLE MS-B13: MISCELLANEOUS**

- MS-B13.01 If a driver's driving privileges are suspended or rescinded for any reason, the driver will be laid off until a vacancy occurs, at which time the laid off driver will be recalled as outlined in Article MS-B6.
- MS-B13.02 It shall be the responsibility of every bargaining unit member to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied in writing within three (3) business days of such change. Any bargaining unit member that fails to comply with this article shall not be able to file a grievance against the Company as it relates to any matter where the Company is unable to contact the bargaining unit member.
- MS-B13.03 The Company shall not be responsible for the loss, damage or destruction of bargaining unit members' personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.
- MS-B13.04 The Company will provide each bargaining unit member a copy of the Collective Agreement. New bargaining unit members will be provided with a copy of the Collective Agreement within five (5) working days of hire, provided the Collective Agreement has been ratified, signed, and is available for distribution to bargaining unit members.
- MS-B13.05 The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location and the supplier.
- MS-B13.06 Maintenance of the employee's lunchroom will be the responsibility of the Company, however, bargaining unit members agree to observe common courtesy, manners and rules of cleanliness in the use thereof.
- MS-B13.07 Upon request from the Local Union, the Company will pay Union representatives' wages while they attend union business outside the workplace, and will invoice the Local monthly for reimbursement.
- MS-B13.08 The Company agrees that one (1) hourly bargaining committee member from each of the three locations (Winnipeg, Regina, and Saskatoon), who would have normally been working during contract negotiations with the Company, shall suffer no loss in regular pay for those days spent in negotiations.
- MS-B13.09 Audio and video surveillance devices will not be placed in areas where bargaining unit members are entitled to expect privacy such as washrooms and locker rooms. Bargaining unit members shall be made aware when surveillance equipment is being used in the workplace.

### **ARTICLE B14: MS-MEDICAL EXAMINATIONS**

During the life of the Agreement, the Company and the Union agree to the development of a joint medical examination policy. It is understood between the parties that until this policy has been developed and approved, the current language in the Collective Agreement will be maintained.

- MS-B14.01 Any medical examination requested by the Company shall be promptly complied with



by the employee provided, however, the Company shall pay for such examination.

- MS-B14.02
- a) When a medical examination is required by the Company, other than a medical for pre-employment, for W. C. B. or M. S. A., the employee shall be paid for actual time involved, not to exceed four (4) hours if during working hours.
  - b) Any employee who drives a motor vehicle in the course of employment must take a medical examination to verify their right to drive such motor vehicle. Such examination not paid for under the Provincial Health Plan will be paid for by the Company.

MS-B14.03 If, following a Company requested medical examination, any employee is deemed physically incapable of carrying out their regularly assigned duties, the following procedures shall be followed:

- a) The Company shall notify the employee of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee, at their own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by their personal physician.
- b) Where there is no agreement between the Company's physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- c) The findings of the consultant shall be final and binding on all parties.
- d) Fees of the consultant shall be borne jointly by the Company and the Union if such costs are not covered under the Provincial Health Plan.
- e) Should the consultant deem the employee to be capable of carrying on with their assigned duties, then the employee shall not suffer any loss of earnings caused by their having been removed from, or temporarily suspended from their regularly assigned duties.

MS-B14.04 Should an employee be reclassified as a result, they will be paid at the then existing rate of pay of their new classification. In the event that no position can be identified to accommodate the employee, they will:

- a) be placed on lay-off (medical leave of absence without pay) or;
- b) qualify for participation in any of the employee benefit programs to which they are entitled and is a participating member, or;
- c) qualify for Worker's Compensation if their incapacity results from an on the job illness or injury.

MS-B14.05 Furthermore, the Company shall advise the employee at least two (2) working days in advance, wherever possible, of such medical examination. The time and date of examination to be mutually agreed upon.

MS-B14.06 The Company will work with the Union on a joint advisory basis regarding the Company's modified work program and will consider any suggestions the Union makes regarding work that could be offered to employees requiring modified duties.

**ARTICLE MS-B15: CLASSIFICATION AND WAGES**

**MS-B15.01 Full and Regular Part-Time Employees**

<b>April 1 2013 to March 31 2016</b>	<b>0 to 12 Months</b>	<b>13 to 24 Months</b>	<b>25 to 36 Months</b>	<b>37 to 48 Months</b>	<b>49 to 60 Months</b>	<b>Top rate</b>
Warehouse	\$14.27	\$15.22	\$16.18	\$17.13	\$18.08	\$19.03
Driver	\$14.41	\$15.37	\$16.33	\$17.29	\$18.25	\$19.21
Leadhand	\$14.94	\$15.94	\$16.93	\$17.93	\$18.92	\$19.92
Clerical	\$12.70	\$13.54	\$14.39	\$15.24	\$16.08	\$16.93

<b>April 1 2016</b>	<b>0 to 12 Months</b>	<b>13 to 24 Months</b>	<b>25 to 36 Months</b>	<b>37 to 48 Months</b>	<b>49 to 60 Months</b>	<b>Top rate</b>
Warehouse	\$14.63	\$15.60	\$16.58	\$17.56	\$18.53	\$19.51
Driver	\$14.77	\$15.75	\$16.74	\$17.72	\$18.71	\$19.69
Leadhand	\$15.31	\$16.33	\$17.36	\$18.38	\$19.40	\$20.42
Clerical	\$13.01	\$13.88	\$14.75	\$15.62	\$16.49	\$17.35

- a) Casual workers will be paid fifty (.50) cents per hour less than the entry rate for that classification.
- b) Effective from the date of ratification, employees paid on an hourly wage basis will be paid a premium of fifty (.50) cents per hour for all hours worked between twelve o'clock midnight (12:00 A.M.) and six o'clock (6:00 A.M.). This premium is excluded from any overtime computations.
- c) If a new classification is to be established the Company and the Union will meet in an attempt to set a rate. If no agreement is reached the Company will set a rate and the Union may, within thirty (30) calendar days after receiving notification of the rate of pay, file a grievance contesting the rate and refer it to arbitration in accordance with the procedures set out in this Agreement.

**MS-B15.02**

- a) Any employee temporarily assigned to a higher rated position for a minimum of three (3) hours, shall receive the higher rate of pay for all time worked.
- b) Any employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.
- c) Employees that are required to drive a 5-Ton vehicle shall be paid a premium of fifty cents (\$.50) per hour for all driving time in a 5-Ton vehicle.
- d) Dangerous Goods Warehouse Person – There shall be one (1) Dangerous Goods Warehouse Person on the day/afternoon shift in the Winnipeg Depot who shall be paid the Dangerous Goods premium of one dollar (\$1.00) per hour above the warehouseperson rate of pay. Employees on the night shift in Winnipeg, and employees in Saskatchewan shall be paid the Dangerous Goods premium only for hours worked on dangerous goods.

- MS-B15.03 All pay shortages of one hundred dollars (\$100) gross or more will be paid within two (2) working days of the Company being notified.
- MS-B15.04 For the purpose of Article 6, 10, 11 and 16 there shall be two classifications, Clerical and Warehouse.

#### **ARTICLE MS-B16: TECHNOLOGICAL CHANGE**

- MS-B16.01 Before the introduction of any technological change, the Company shall notify the Union of the proposed change. Any such change shall be discussed between the parties.

#### **ARTICLE MS-B17: CASUALS**

It is agreed that casuals will not hold seniority under any other clauses of the Collective Agreement, except under Articles MA-B1 to MS-B6 inclusive. The following applies to Casual employees only:

1. Company will recognize the present group of employees called "casuals" to now be under the scope of the Union clause.
2. Casuals will be ranked according to their date of hire. Applications for a vacant full-time or part-time position, from qualified casual employees, will be given consideration prior to applicants from outside the Company. When more than one qualified casual employee applies, the qualified applicant with the most seniority will be given preference.
3. Casuals will be put on a call-in list based on their seniority date with the Company, and the casual employee will notify the Company by the Friday of each week of their availability for work the following week.
4. Casual employees will normally work less than twenty (20) hours per week and not be afforded benefits.
5. Casual employees will be paid fifty cents (\$0.50)/hour less than regular classification start rate.
6. For the purposes of flexibility, due to business demands, illness or injury, casual employees may have their start or finish times adjusted the day of the designated work.
7. If the casual employee has not worked in two (2) months, the employee's name will be removed from the seniority list.
8. In the situation of a reduction of the work force, full-time and part-time employees will have the option of bumping onto the casual list or to take the lay-off.
9. Casual employees will not be used to circumvent the hiring of full-time or part-time positions but will be utilized to perform work outside of scheduled work periods and peak periods of activity.
10. Casual employees may be used to relieve full-time and part-time positions when the regular employees are absent.
11. If a casual indicates they are available for work and refuses three (3) requests in a one (1) month period, he/she shall be deemed to have terminated his/her employment.

12. Casual work shall be posted as regular part-time or full-time position when the work has resulted in an average of twenty (20) hours per week for the previous three (3) months or where it is determined that a feasible part-time position exists.
13. Once a casual is promoted to part-time, the Company will award the casual for time worked to establish the part-time seniority date. Six (6) hours worked is equivalent to one (1) day seniority.

Note: 9 above

A full-time or part-time employee who has been chosen to move onto the casual call-in list during a period of lay-off, will be deemed to be on lay-off and as such is governed by the seniority Articles and recall privileges, realizing that if they are not recalled in the appropriate period they will lose any recall rights.

**Letter of Understanding MS-B1**

**BETWEEN**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the "Company")**

**and**

**UNIFOR  
(UNIFOR Canada)  
7) Local 4215  
(hereinafter referred to as the "Union")**

**Office Staff Scheduling**

This letter will confirm the understanding reached between the parties at the recently concluded negotiations for the renewal of the collective agreement which expires July 10, 2006. Notwithstanding wording to the contrary in the current collective agreement, the following list of employees will be scheduled in accordance with Article 5.01(b) of the agreement which expired October 14, 1994 which read as follows:

Where it has been the practice for the monthly rated employees to work less than eight (8) hours per day, that practice shall be continued unless changed due conditions beyond the control of the Company. Should these individuals be required to work eight (8) hours per day, overtime will not accrue until forty (40) hours service has been performed in a week.

The following employee is affected:

Regina: Richelle Barnsley

**Letter of Understanding MS-B2**

**BETWEEN**

**LOOMIS Express (Canada) Ltd.  
(hereinafter referred to as the "Company")**

**and**

**UNIFOR  
(UNIFOR Canada)  
8) Local 4215  
(hereinafter referred to as the "Union")**

**Benefits**

The Parties agree that there will be no change in benefits for the term of the agreement.

Signed this 14<sup>th</sup> day of July 2014

For the Union

(Signed)

Karen Caig, Committee Member - AB

(Signed)

Jim Connelly, Committee Member - AB

(Signed)

Robbie Smith, Committee Member - AB

(Signed)

Bonita Cram, Committee Member - AB

(Signed)

Sharon Roberts, Committee Member - AB

(Signed)

Chris Wilkins, Committee Member - AB

(Signed)

Mark Gallant, Committee Member - AB

(Signed)

Todd Romanow, National Representative - AB

(Signed)

Rob Dube, Committee Member - SK

(Signed)

Gerry Lepage, President Local 755 – MB, SK

(Signed)

Ryan Morden, Committee Member - MB

(Signed)

Ken Stuart, National Representative - MB, SK

(Signed)

Mario Santos, Committee Member - BC

(Signed)

Dave Boros, Committee Member - BC

(Signed)

Glenn Wereschuk, Committee Member - BC

(Signed)

Terry Radtke, Committee Member - BC

(Signed)

Brent Bookey, Committee Member - BC

For the Company

(Signed)

Larry Fuaco, VP Operations

(Signed)

Sarb Gill, Area Operations Director

(Signed)

Jeff Guile, Area Operations Director

(Signed)  
Jim Sadlemyer, Committee Member - BC

(Signed)  
Kevin White, Committee Member - BC

(Signed)  
Gord McGrath, President Local 114 - BC

(Signed)  
Gavin McGarrigle, National Representative - BC

(Signed)  
Tim Feener, Committee Member - NS

(Signed)  
Carla Bryden, National Representative - NS

(Signed)  
Phoebe Duffus, Committee Member - ON

(Signed)  
James Ansley, Committee Member - ON

(Signed)  
Roy Felices, Committee Member - ON

(Signed)  
Doug Cardy, Committee Member - ON

(Signed)  
Al Nunes, Committee Member - ON

(Signed)  
Derek Mitchell, Committee Member - ON

(Signed)  
Pat Gardner, Committee Member - ON

(Signed)  
Bryant Leroux, President Local 4457 - ON

(Signed)  
Len Poirier, National Representative - ON

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