

**CAW♦TCA**  
**CANADA**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ATLANTIS TRANSPORTATION SERVICES INC.**

**AND**

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

**AND ITS LOCAL 4342**

**Effective: January 1, 2002**

**Expiry: December 31, 2003**

**Signed: \_\_\_\_\_**

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## ARTICLE 1

### PREAMBLE

The Company hereby recognizes the Union as the exclusive bargaining agent for all Owner Operators and Company Drivers employed by the Company as set out. Owner Operators referred to in this Agreement will at all times be considered as independent contractors.

## ARTICLE 2

### PURPOSE

- 2.1 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the employer, to promote efficiency and service, and set forth herein, the basic Agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.
- 2.2 There shall be no effort by either signatory to misinterpret, read into, or delete from any of the provisions of this Agreement.
- 2.3 Therefore, this Agreement between the Union and the Company signed by the accredited officials of both parties, has been mutually agreed upon and the terms as laid out shall be carried out in letter and spirit by both parties.
- 2.4 The Company agrees not to enter into any agreement with an employee or with employees, which conflict with the terms or provisions of this Agreement.
- 2.5 MUTUALLY ARRANGED - An Agreement between a Department Head of the Company and Local Chairman of the Union.

## ARTICLE 3

### RECOGNITION

- 3.1 The Company, Atlantis Transportation Services Inc., agrees to recognize the Union or its successor, as properly designated by action in accordance with the Constitution of the Union, as the sole collective bargaining agent for the following classification of employees:
  - (1) Company Highway Drivers
  - (2) Highway Owner Operators
  - (3) Company City Drivers
  - (4) City Owner Operators
  - (5) Company Contract Drivers
  - (6) Contract Owner Operators
  - (7) Maintenance
  - (8) Dockworkers
- 3.2 Where the Company can arrange for the acquisition of additional work but requires adjustments to the terms and conditions in this Agreement, the Company and the Union will negotiate such adjustments. Failing agreement under this article, the terms and conditions of this agreement will apply.

- 3.3 The Company agrees to meet with the representatives of the Local or of the National Union as required, in all matters pertaining to the provisions of this Agreement.
- 3.4 The Company agrees periodic visits for the purpose of legitimate interest of Union Administration by an agent or representative of the Union, will be permitted on Company property provided that such visits will not interfere in any way with the conduct of the business of the Company, and providing that consent of the Management is first obtained.
- 3.5 The classification and rate of pay for additional persons established on staff, covered by this Agreement, shall be in conformity with classifications and rate of pay for positions of similar kind or class, covered by this Agreement whenever possible. When not possible, classifications and rate of pay thereto, shall be established by the Company, provided however, that the Union may refer the matter to grievance and arbitration, should it not agree. If such matters proceed to arbitration, the Arbitration Board shall be authorized to determine whether the rate of pay for a new classification is appropriate or to establish an appropriate rate in relation to the rates of pay for other classifications covered by this Agreement.
- 3.6 Established positions shall not be discontinued and new ones created covering relatively the same class of work or other action taken, for the purpose of reducing or changing rate of pay. Such changes or alterations of methods or rates of payment shall only be by mutual consent of the parties to this Agreement.

#### **ARTICLE 4**

##### **MANAGEMENT FUNCTIONS**

- 4.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, classify, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined or that otherwise discriminated against without reasonable cause, may be the subject of a grievance and dealt with, as hereinafter provided.
- 4.2 The Union further recognizes the right of the Company to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage, locate, extend, curtail or cease its operations, to determine the number of men required at any time, and to determine the type of equipment to be used. The Company also has the right to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.
- 4.3 It is agreed that these functions shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

#### **ARTICLE 5**

##### **STEWARDS**

- 5.1 The Company will recognize and acknowledge the right of the Union to select or otherwise elect a grievance committee from amongst the employees having at least one year's seniority, providing suitable employees for this office are available.

The Company acknowledges the right of the Union to appoint (1) Steward for each classification and if the operations are such as cannot be covered by these Stewards, additional Stewards may be appointed.

- 5.2 The names and jurisdiction of the members of the Committee will be provided to the Company. A member of this Committee may be designated as Local Chairman of the Committee.
- 5.3 Before leaving his work to attend to business properly arising from this Agreement, the Steward concerned shall first obtain the permission of his immediate supervisor, and all time away from work shall be devoted to the handling of the particular business necessitating his absence.
- 5.4 The Union will advise the Company, in the event of any change in the Committee, and in the event a Local Chairman of the Committee is elected or selected.
- 5.5 Wherever possible a grievance shall be processed during the normal working hours of the Stewards. A Steward shall receive his regular rate of pay when a grievance or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- 5.6 If the Company representative is unable to meet the Steward or Stewards during the Stewards' normal working hours, the Steward or Stewards shall be paid their regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- 5.7 For the purpose of processing specific grievances or disputes, the National Representative and Stewards shall have relevant trip sheets, time cards and personnel disciplinary records made available to them on request immediately at the Head Office Terminal during the office hours of the Company and at other terminals within three (3) working days.

## ARTICLE 6

### GRIEVANCE PROCEDURE AND ARBITRATION

- 6.1 (a) In this Article, a grievance shall consist of a dispute concerning interpretation of an application of any clause in this Agreement, alleged violations of the Agreement by the Company, the Union or an employee or group of employees, and alleged abuses of discretion by supervision in the treatment of employees or by the Union contrary to the terms of the Agreement.
- (b) If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:
- (c) In the event that any employee feels that he has a grievance, or has been unjustly dealt with, or that a group of employees so allege, the matter will be processed in accordance with the following.
- (d) The Steward and/or employee will not proceed to Step One without first attempting settlement of the issue with the Supervisor.

#### 6.2 Step 1:

A grievance will be provided in writing by the Steward or his designate to the immediate supervisor of the employee concerned within five (5) working days (which for the purposes of this Agreement excludes Saturdays, Sundays, Statutory Holidays and vacation periods of the employee, the immediate supervisor and the steward concerned, within the meaning of this Agreement) from the time

at which the incident giving rise to the grievance occurred. The decision at this stage, will be given within a further five (5) working days from the day the grievance was filed.

6.3 **Step 2**

Within five (5) working days of the decision in Step One (1) or in the absence of a decision, after the date a decision in Step One (1) could have been last rendered, the Local Chairman or his nominee shall meet with the General Manager or his nominee. The decision at this stage shall be given in writing within five (5) working days (subject to the exclusions stipulated in Step One (1)).

There may be present at this conference such officials as the Union and the Company may desire, to represent their interests, and the total number will be kept within reasonable confines, by mutual agreement of the parties.

- 6.4 It shall be the responsibility of the party desiring arbitration to inform the other party in writing no later than fifteen (15) calendar days after the Step Two (2) decision or the last date a decision at Step Two (2) could have been rendered. Within a further ten (10) calendar days the parties will agree to an arbitrator and, in the absence of agreement the party wishing arbitration will within another five days request the appointment of an arbitrator by the Minister of Labour.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it.

- 6.5 (a) If at any time during the above-mentioned steps, the grievance has not been processed by the grievor, his representatives or agents, in accordance with the time limits as prescribed, the grievance shall be deemed to have been withdrawn.
- (b) All time limits as specified herein for the grievance or Arbitration may be extended but only by mutual agreement confirmed in writing in particular the parties will cooperate to provide a reasonable extension of a time limit for the presentation, processing or discussion of a grievance.

- 6.6 The Arbitrator shall not have the right to alter or change any provisions of this Agreement, or substitute any new provisions in lieu thereof.

- 6.7 The parties will bear equally the fees and expenses of the Arbitrator.

- 6.8 Both parties to this Agreement agree it is in their mutual interest to make every reasonable effort to settle problems with the least possible delay.

- 6.9 The Arbitrator shall have the power to reinstate any employee found unjustly dealt with, and to award payment or proportions of payment for wages lost for unjust action against him. In all cases, the Arbitrator shall have the authority to make an equitable disposition of the issues before it.

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

- 6.11 In the event the Union or the Company has a grievance it shall be the responsibility of the grieving party to advise the other party in writing within (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days of such written advice between the General Manager or his nominee and the Local Chairman or his nominee. Within a further period of five (5) calendar days after such meeting, the grieving party must advise the

other party in writing, that it intends to proceed to arbitration, upon which the provisions of Article 6.4 will apply.

## **ARTICLE 7**

### **SUSPENSION AND DISCHARGE**

- 7.1 An employee who has completed his probationary period will not be suspended or discharged without a hearing. A hearing in connection with alleged irregularities will be held as quickly as possible. When the nature of the alleged offense is one in which dismissal is contemplated an employee may be suspended pending a hearing up to a maximum of three (3) working days. He will be given at least one (1) day's notice in writing of the hearing and of the charges against him. The employee concerned shall be entitled to the assistance of two (2) Union Representatives for the purpose of any hearing or meeting with the Company. The decision of the hearing must be rendered within ten (10) working days after completion of the holding of any meeting between the parties.
- 7.2 Copies of written notices of hearings, charges and intents will be available to the Local Chairman and the employee on the same day.
- 7.3 A grievance concerning the suspension or discharge of an employee will be processed commencing with Step Two (2) of the grievance procedure within seven (7) calendar days of the date the employee is notified of the discipline.
- 7.4 Any suspension or discharge assessed will be imposed without delay.
- 7.5 Postponements of above procedure may be mutually arranged.
- 7.6 Any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of two (2) years and then removed. A copy of all such entries or documents shall be given to the employee and to the Union at the time any entry or document is placed in the file and both the employee and the Union shall be required to acknowledge receipt of same. The above-mentioned employee's file will be made available at the request of, the employee concerned.
- 7.7 Questions or disputes concerning such entries may be referred to the grievance procedure and to arbitration, if necessary. Should there be any dispute concerning the accuracy or the facts relating to such entry, a statement concerning such matters may be made in writing by the Union and will become a part of the record in respect to the matter in question.

## **ARTICLE 8**

### **SENIORITY**

- 8.1 The term seniority shall be considered to mean length of continuous service with the Company at work within the jurisdiction of this Agreement.
- 8.2 An employee entering service will be considered to be on probation until he has completed ninety (90) calendar days with the Company. Seniority will date from day of entering service should such employee be found satisfactory. If such employee is found unsatisfactory in the opinion of the Company during that time, he will be retired from service and such retirement shall not constitute a grievance.



8.3 No probationary or part-time employee will be maintained in employment while any employee holding seniority rights, who can perform such work, is laid off and is willing to return to work and provided time and customer constraints can be met.

8.4 The Company will notify the Union in writing of new employees when hired and when terminated and any changes in status of employees.

8.5 (a) Promotions

It shall be the policy of the Company to cooperate in every practical way with employees who desire advancement to official or excepted positions. Accordingly, such employees who make application to their supervisors stating their desires, qualifications and experience will be given consideration for openings, providing they have the necessary capabilities.

(b) Layoffs and Transfer

1. When reducing forces, senior employees covered by this Agreement shall be the governing factor relating to work entitlement providing the employees have the skill and ability to satisfactorily perform the work in question.
2. In case of layoffs, the principle of "last on, first off" will apply. When recalling employees they will be recalled in the reverse order to which they were laid off.
3. When layoffs occur during the working week, employees must receive a total of five (5) days' pay, for that week .
4. In the event of a layoff, in any department, no new employee will be engaged, or any part-time or probationary employee maintained in employment while an employee holding seniority entitlement is willing to return to work that he is capable of performing in any department **so** concerned.

(c) Voluntary Transfer

When an employee voluntarily transfers between departments he must give three (3) months notice in writing and remains at the bottom of that department's seniority list until the next sign-up.

8.6 Appropriate seniority departments', shall be established by mutual agreement between the Company and the Union, and will be enumerated in this Agreement as follows:

- (1) Company Highway Drivers
- (2) Highway Brokers
- (3) Company City Drivers
- (4) City Brokers
- (5) Company Contract Drivers
- (6) Contract Brokers
- (7) Maintenance
- (8) Dockworkers

In the event of a layoff employees will have the option to exercise their seniority to any position covered by this Agreement provided he has the required skill and ability to perform the work in question.

- 8.7 An employee shall lose seniority, his name shall be removed from the seniority list and his employment will be deemed terminated for any of the following reasons:
- (a) He voluntarily quits his employment.
  - (b) He is discharged and is not subsequently reinstated by agreement between the Company and the Union, or following application of the grievance procedure and arbitration or of either.
  - (c) He overstays a leave of absence granted by the Company, without providing a reasonable excuse for such absence, and without making a reasonable effort to inform the Company of his absence.
  - (d) If, while on layoff, he is notified by registered mail, addressed to his last known address in the books of the Company, to return to work, and fails to notify the Company within three (3) working days after mailing of the such notice that he is intending to return to work, and unless he returns to work within seven (7) days after so notifying the Company of his intention to return.
  - (e) If he accepts employment other than any employment that may be agreed upon by the Company and the Union while on leave of absence.
  - (f) If he is absent without leave, or without subsequent reasonable excuse for more than three (3) consecutive working days.
  - (g) If he has been on layoff for a continuous period of twelve (12) months or more.
  - (h) If he is found to have falsified his employment application regardless of when such falsification occurred.

8.8 Seniority lists shall be provided to the Union immediately upon the signing of this Agreement, and shall be revised each three (3) months with copies posted in the plant, and provided to the Union and the Stewards.

8.9 In the event that an employee covered by this Agreement should be transferred to a supervisory or confidential position beyond the scope of this Agreement, and then returns to a position within the bargaining unit within three (3) months, he shall retain the seniority previously acquired, along with the additional seniority accumulated with the three (3) month period. This article is to be applied only once for any employee during the term of this Agreement.

An employee when released from a position beyond the scope of this agreement for any reason, may exercise his seniority rights to any position in his former seniority group. However, he must make his choice of a position in writing within five (5) calendar days from the date of transfer from such a position.

8.10 Part time help shall be defined as persons who are employed by the Company to supplement the normal work force. The Company agrees that where it is necessary to use part-time help the following conditions shall apply:

- (a) The Company shall deduct from all part-time help employment for more than fifteen (15) hours per week from their first pay and each month - thereafter an amount equal to the Union dues and such monies shall be forwarded to the Union as outlined in Article 12.3 together with a list which shall show the names of persons for whom the dues are remitted and the number of hours worked by such persons on an individual basis.

- (b) Laid-off employees shall be given the first opportunity for part-time work.
- (c) The Company agrees that when part-time help is required the Company will advise the Local Chairman on a weekly basis.
- (d) Part-time help exclusive of laid-off regular employees shall receive the same minimum scale as regular employees, but are not otherwise covered by the terms of this Agreement.
- (e) Part-time help shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.
- (f) Where the Union establishes that part-time help is being used where a regular employee could be gainfully employed, the Company shall replace part-time people with one or more regular probationary employees.
- (g) Where the Local Union feels that there is a violation of the intent in the application of the above clauses, the Company will meet to discuss the problem with the Union. If no amicable solution can be reached, the grievance shall be submitted by the Union starting with Step two of the grievance procedure.
- (h) Part time employees will be included on the seniority list.

## ARTICLE 9

### BULLETINING AND FILLING OF POSITIONS

- 9.1 For the purpose of establishing City or Highway Run Assignments, shifts becoming vacant shall be awarded to the senior city or highway driver who desires the position.
- (a) Newly-created positions which are known to be of more than thirty (30) calendar day' duration will be bulletined for five (5) days to the seniority group concerned. Such positions shall be awarded to the qualified senior employee, within five (5) calendar days from the date the bulletin is posted. The employee shall be permitted to assume the position to which appointed within three (3) calendar days of the date of notice making the appointment.
  - (b) All temporary and permanent positions which remain open after thirty (30) calendar days' duration will be bulletined for five (5) calendar days to the seniority group concerned. Such position shall be awarded to the qualified senior employee within five (5) calendar days from the date the bulletin is posted. The employee shall be permitted to assume the position to which appointed within three (3) calendar days of the date of notice making the appointment.
  - (c) When a senior applicant is not awarded a bulletined position he may appeal the appointment within five (5) calendar days of such appointment through the grievance procedure. After making an appeal, he may be required or with the concurrence of the Local Chairman be allowed to demonstrate his qualifications for the position. The Local Chairman may be present at such demonstration.
  - (d) If the qualifications of an employee are questioned by the Company such employee will immediately be given an opportunity to perform the work in question to determine if he is qualified.

9.2 An employee whose position is abolished or who is displaced from his permanent position, may displace a Junior employee in their seniority group, on a temporary or permanent position for whose positions he is qualified.

9.3 (a) The Company will post sign ups once a year for the purpose of establishing run assignments, which will include all spare and relief work. The Company agrees to provide description of Highway runs (destinations).

The sign ups will occur on January 1st of each year.

The parties agree that a phase in period will be provided to allow a smooth transition but in no event will this period extend beyond (1) one month, unless agreed to by the Chief Steward.

During the period between sign ups, only the vacancy will be advertised. Subsequent vacancies will not be advertised.

(b) Where possible, reasonable notice will be given when shift changes are to be made. Customer requests could shorten any notice period.

#### 9.4 **Allocation of Work**

The work week shall commence on Sunday (highway) and Monday (city) provided loads are available, and work will be allocated as outlined, provided that the Owner Operators and/or Employees and/or Company Drivers' have the necessary time off duty and that their equipment is suitable for the work to be performed.

9.5 In order that all Owner Operators and/or Company Drivers receive a fair share of available work, dispatches-from their home terminal will be given out on a rotation basis, commencing with the senior driver, and progressing through the seniority list as work becomes available. When all personnel have received their first dispatch then the cycle will be repeated throughout the balance of the week.

9.6 The known Sunday night dispatch will be made available at least twenty-four (24) hours prior to the time of dispatch, and any person wishing to book off on Sunday night must request to do so not later than the preceding Saturday noon.

9.7 Owner Operators or Company Drivers who are required by the Company to perform work for one customer only, will have preference on such work, without regard to his position on the seniority list.

9.8 Owner Operators and/or Company Drivers will not be required to work in violation of the applicable Federal or Provincial Hours of Work Regulations.

### **ARTICLE 10**

#### **STRIKES, LOCKOUTS**

10.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the life of this Agreement, it will not organize, encourage, endorse or support any strike or cessation of work, picketing, or slowdown either complete or partial by the employees.

- 10.2 The Company agrees it will not initiate a lockout during the term of this Agreement.
- 10.3 The Company acknowledges the right of the Owner Operators/Company Drivers to recognize and refuse to cross a picket line.

## ARTICLE 11

### MANAGERIAL PERSONNEL

- 11.1 Except in case of an extreme emergency no work will be performed by Managerial Personnel, Office Personnel or Driver Trainer, when such work comes within the jurisdiction of the bargaining unit.

## ARTICLE 12

### UNION SECURITY AND DEDUCTION OF DUES

- 12.1 All eligible employees, including Owner Operators coming within the scope of this Agreement, and while within the service of the Company, shall become and remain members of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) in good standing, as a condition of employment, and will have deducted from their earnings upon entering the service of the Company, such initiation fees as prescribed by that Union.
- 12.2 Notwithstanding anything contained in this Article, the Company shall not be required to discharge any employee to whom membership in the Union has been denied, unless the Company agrees the grounds upon which the Union refused or terminated such employee's membership could have been grounds in the event such similar action causing discharge had been directed by him against the Company, or in alternative, unless the matter is referred to Arbitration as defined in this Agreement, and the Arbitration Board has ruled that said grounds are justifiable.
- 12.3 All employees including Owner Operators within the scope of this Agreement shall have deducted from their wages due to them on the first working week of each full month, the amount of regular monthly dues as determined by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) with information provided by the Company. Dues, in addition to initiation fees, will not be deducted from any employee in any one month.
- 12.4 The amounts of dues deducted as provided herein are only held in trust by the Company, pending remittance to the Union and that such amounts do not, at any time, form a part of the operating funds of the Company.
- 12.5 Deductions shall be made from earnings payable in the first pay period each month. The amount of dues so deducted, accompanied by a list of names and corresponding social insurance numbers of all employees covered by this agreement with the appropriate notation after each name as to the amount deducted or reason for non-deduction, shall be remitted by the Company to the Financial Secretary of Local 4342, not later than the last day of the month in which the deductions were made. A copy of this list shall also be forwarded to the designated Local Officer (Local Chairperson) of the Local.
- 12.6 The Company agrees to deduct each month from the earnings of each employee coming within the scope of this Collective Agreement who has earnings in any portion of the calendar month, an amount equal to the monthly union dues of the Union as determined by its constitutional provisions.

## ARTICLE 13

### HOURS OF WORK - WAGES - BENEFITS: ALL EMPLOYEES

- 13.1 All bargaining unit employees except those covered by Appendices "B", "C" and "D", are covered by Appendix "A".
- 13.2 The Owner Operators are covered by Appendix "B".
- 13.3 Maintenance employees are covered by Appendix "C".
- 13.4 Dockworkers are covered by Appendix "D".
- 13.5 Appendices "A", "B", "C" and "D" hereby form part of this Agreement.

## ARTICLE 14

### LEAVE OF ABSENCE

- 14.1 Employees for justifiable reason may request and receive leave of absence without pay and without **loss** of seniority up to a maximum period of three (3) months providing an application is made in writing and that the terms of any leave of absence are agreeable to the Company and the Union. If such leave of absence is granted, the Company shall provide the Union with a copy of the terms of the leave of absence. An employee will be subject to disciplinary action as a result of any violation of these terms. In cases of sickness or other exceptional circumstances, the Company may extend a leave of absence, but under **no** circumstances shall a leave of absence be granted for employment with any other Company. It is further understood that the number of employees requesting leave at any one time shall not be unreasonable so as to curtail the operations of the Company.
- 14.2 Leave of absence without pay will be granted to employees to attend Union Conventions or Union Educational Seminars provided that prior written notice of at least five (5) working days has been given to the Company of the request for such leave and provided further, that the number of employees requesting leave at any one time shall not be unreasonable so as to curtail the operations of the Company. Whenever Union delegates are elected to attend a Convention or Seminar, the Union shall notify the Company in advance of the time and length of absence required by these delegates to attend any Union Convention or Seminar. Notification from the Union shall be at least five (5) working days before the employee's leave.
- 14.3 The Company shall grant leave of absence without pay and without **loss** of seniority to any employee who is elected or employed to serve on a full-time basis with the Union, provided, however, that such leave of absence shall not extend beyond one (1) year.

## **ARTICLE 15**

### **TRAINING**

- 15.1 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded to them to learn the work of such positions in their own time, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay for the employees concerned.
- 15.2 (a) **Training During Normal Working Hours**
- An employee required by the Company to take training during his normal working hours will be paid his regular rate of pay while in training.
- (b) **Training Outside Normal Working Hours**
- An employee required by the Company to take training outside his normal working hours will be compensated at his regular rate of pay while in training, except that on any day when the Company requires an employee to take training in addition to working his regular assignment, he shall be compensated for all such combined time, in accordance with this agreement.
- (c) **Voluntary Training**
- Where training facilities are provided by the Company on a voluntary basis an employee taking advantage of such training will not be compensated.

## **ARTICLE 16**

### **UNION MEETINGS**

- 16.1 The Union agrees that there will be no general Union Meetings called during working hours.
- 16.2 The Company agrees that, on the evenings when the Union is holding a monthly meeting, it shall make every reasonable effort to schedule work in a manner which will permit employees to attend.

## **ARTICLE 17**

### **CONTRACTING OUT**

- 17.1 Work traditionally or presently performed by employees covered by this Agreement shall not be contracted out unless the Company establishes that:
- (a) sufficient qualified employees, whether working on or layoff are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient; or
- (b) an emergency or an exceptional volume of work exists which is beyond the Company's resources for the available period of time, for which situation the Company cannot be held

responsible, and provided the Company has taken normal precautions to maintain its equipment.

- 17.2 The Company further undertakes not to contract out any work which can be more efficiently and more economically performed by its own employees, equipment and expertise.
- 17.3 Contracting out of work shall not result in reduction of rates of pay nor cause layoff of employees.
- 17.4 Where the Company establishes the need to contract work, the General Manager or his assistant shall give the Local Chairman as much prior notice as possible, setting out the nature of the work and the reason for going to an outside contractor. Any grievance arising under this Article may be commenced at Step 2 of the Grievance Procedure.
- 17.5 Temporary Help: The Company will advise the Union in writing of the total number of temporary hours worked each month and provide to the Union the 15th of the following month.

### **ARTICLE 18**

**1 1 3**

- 18.1 An employee will not be discharged due to **loss** of his driver's license. The Union and the Company will meet to discuss movement to alternate work but no other employee will be laid off due to such move, and the employee moving shall be placed at the bottom of the departmental seniority list for work preference and layoff. If the employee regains his license prior to job bid time, he may exercise his seniority rights in his own seniority group.



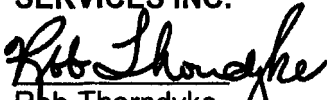
**ARTICLE 19**


**DURATION**

- 19.1 This Agreement shall become effective January 1, 2002 and shall remain in full force and effect until December 31, 2003 and shall continue in force from year to year thereafter, unless in any year, not more than ninety (90) days and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.
- 19.2 If any of the terms of this Agreement are in violation of any Federal or Provincial law, then to the extent of the violation this Agreement shall become null and void, and subject to renegotiations. If any portion of this Agreement is declared illegal, it shall not in any way affect the remaining provisions of the Agreement.

FOR THE COMPANY:

**ATLANTIS TRANSPORTATION  
SERVICES INC.**

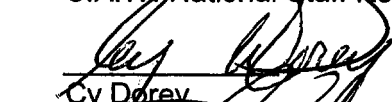
  
Rob Thorndyke  
President and C.E.O.

  
Ted Daniel  
C.F.O.

FOR THE UNION:

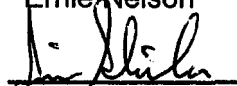
**CAW-CANADA (LOCAL 4342)**

  
Dave Tilley  
C.A.W. National Staff Representative

  
Cy Dorey  
Local Chairperson, L. 4342

  
Dave Vandebelt



Ernie Nelson  
  
Jim Shisler

## APPENDIX "A"

### COMPANY EMPLOYEES (DRIVERS)

#### ARTICLE AI - HOURS OF WORK AND OVERTIME

A1.1 Article "A" is intended to define the normal hours of work.

A1.2 (a) The regularly scheduled city work week shall consist of five (5) days of nine (9) consecutive hours each making a total of forty-five (45) hours per week and two (2) consecutive rest days. The highway operation will be considered a continuous operation for the purposes of the **Canada Labour Code**.

(b) The Company shall be required to provide a minimum of, but not more than forty-five (45) hours of work per week and it is understood that such requirement is applicable to the scheduled five (5) day work week, and in the case of such employees as may be scheduled to work in any week. It is further understood that such requirement is not applicable in the case of voluntary absence, absence through illness or loss of time by virtue of suspension for disciplinary reasons, or layoff; It is further understood that when an employee reports for work on a shift, such employee shall receive a minimum of nine hours' pay, provided however, that if after reporting for work he does not work any number of hours, if any, less than nine (9) which are actually assigned because of voluntary absence, absence through illness, or loss of time, by virtue of suspension for disciplinary reasons, then he shall be paid only for those hours actually worked by him. When recalling employees from layoff, the forty-five (45) hour per week minimum guarantee does not apply in the week of recall.

(c) All new employees hired after the signing of the renewal of this Collective agreement will be required to complete one (1) year's service with the Company before the Company will be required to provide a minimum of but not more than forty-five (45) hours of work per-week.

A1.3 (a) Overtime at the rate of time and one-half of the employee's basic hourly rate, or basic weekly rate, shall be paid for all work performed beyond normal daily and weekly hours, or on an employee's day off. Double time shall be paid for all hours worked in excess of twelve (12) hours per day, for work performed beyond normal daily and weekly hours, or on an employee's day off, if he should work beyond twelve (12) hours that day. An employee who works on his day off in any week following a Statutory Holiday, will receive time and one-half provided he works the day before and the day after the holiday.

(b) Qualified employees who are laid off and available will be given preference for work required on a regular employee's day off; which shall include sickness and for which overtime premiums would otherwise apply, up to a maximum of a full week's pay. After such point overtime will be rotated equitably amongst full-time employees as mutually agreed upon. However after one (1) hour has been worked, all other overtime to be worked will be on a voluntary basis.

(c) Age, health and disabilities of employees concerned will be taken into consideration in the event an employee may feel overtime work imposes an undue hardship upon his physical capacities.

(d) Social obligations of an employee will be given consideration in the event he feels specific overtime unduly interferes with his private life. In such cases, the employee concerned will be required to give reasonable prior notice of his preference not to work overtime on particular occasions. (Such notice will be given to the immediate Supervisor no later than the start of the shift to which the overtime relates).

- (e) The Company will make every reasonable effort to notify employees concerned of contemplated overtime assignments as early as possible.
- (f) City Drivers will be paid a minimum of four (4) hours at regular overtime rates when called for work not scheduled consecutively within the employee's regularly assigned working hours.
- (g) Highway Drivers to receive four (4) hours at regular rates when called to work and the run is cancelled.
- (h) The Company to post a sign up sheet each week for available overtime work.

A1.4 All time cards of employees performing overtime work must be initialled by Dispatcher/Supervisor.

**A2 - ME PERIODS AND COFFEE BREAKS**

- A2.1 All employees will be allowed a coffee break without **loss** of pay not in excess of fifteen (15) minutes in the first half of the shift and a similar break in the second half of the shift.
- A2.2 All employees shall be allowed twenty (20) minutes for lunch without deduction in pay.
- A2.3 City Drivers working on night shifts shall receive \$20.00 per week, in addition to their regular rate of pay. A night shift is defined as any regular shift where the shift starts at 2:00 p.m. or later. The shift premium will be prorated on a daily basis.
- A2.4 When an employee is required to work overtime for more than two (2) hours continuous with completion of that employee's regular shift, he will be allowed without deduction of pay, a twenty (20) minutes break.

**ARTICLE A3 - STATUTORY HOLIDAYS**

A3.1 The following Statutory Holidays will be observed:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Holiday  |                  |

- A3.2 Employees shall receive one (1) day's pay providing they have been in the employ of the Company thirty (30) calendar days.
- A3.3 If an employee is requested to work on any of the Statutory Holidays he shall be paid time and one-half his appropriate rate of pay for all work performed and shall be given another day off with pay in lieu thereof.
- A3.4 When one of the observed Statutory Holidays falls on a Saturday or Sunday, the day proclaimed shall be the day observed.

A3.5 When one of the observed Statutory Holidays falls on or is proclaimed on a day during an employee's vacation or on one of his regular days off, he shall receive one day's pay for this holiday in addition to his regular vacation pay. However, employees who do work on one or more of the nine **(9)** Statutory Holidays, shall have the option of an additional day off, without pay, consecutive to their vacation period.

#### **ARTICLE A4 - VACATION WITH PAY**

A4.1 All employees, shall receive vacations with pay to be calculated with reference to the employee's anniversary date of employment (the "Employment Year") as follows:

- (a) Employees who have completed one Employment Year of service with the Company shall receive two weeks' vacation with pay, or four percent **(4%)** of the employees' wages in the previous Employment Year (including vacation pay received in the previous year), whichever is greater.
- (b) Employees who have completed five (5) Employment Years of service with the Company shall receive three (3) weeks' vacation with pay, or six percent (6%) of the employees' wages in the previous Employment Year (including vacation pay received in the previous year), whichever is greater.
- (c) Employees who have completed eight (8) Employment Years of service with the Company shall receive four (4) weeks' vacation with pay or eight percent (8%) of the employee's wages in the previous Employment Year (excluding vacation pay received in the previous Employment Year) whichever is greater.
- (d) Employees who have completed twelve (12) Employment Years of service with the Company shall receive five (5) weeks' vacation with pay, or ten percent (10%) of the employee's wages in the previous Employment Year (excluding vacation pay received in the previous Employment Year) , whichever is greater.
- (e) Employees who have completed nineteen (19) Employment Years of service with the Company shall receive six **(6)**weeks' vacation with pay, or twelve percent (12%) of the employee's wages in the previous Employment Year (excluding vacation pay received in the previous Employment Year) whichever is greater.
- (f) Employees who have completed twenty-five (25) Employment Years of service with the Company shall receive seven (7) weeks' vacation with pay, or fourteen percent (14%) of the employee's wages in the previous Employment Year (excluding vacation pay received in the previous Employment Year), whichever is greater.

A4.2 An employee who has ceased to be employed by the Company before receiving his vacation pay and who would be entitled to receive vacation with pay under the provisions of this Article, shall receive vacation with pay calculated in accordance with the foregoing provisions of this Article at the time of his separation from employment.

A4.3 Applications for vacation time will be made by employees prior to March 15<sup>th</sup>, for each vacation year. The choice of vacation periods shall be by seniority and will be allotted vacation as mutually arranged during the months of June, July, August and September. It shall not be mandatory, however, for employees to take vacation periods during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so, in accordance with their seniority. Summer vacation periods shall be in June, July, August and September inclusive. There will be a maximum of two (2) drivers per week on vacation, with a maximum of three (3) consecutive vacation

weeks per driver. Afterwards, drivers will request vacation on a rotational basis according to the seniority list.

A4.4 Employees while on vacation cannot be called into work.

A4.5 The Company to post a vacation signup sheet prior to March 15th and to confirm vacation requests by April 15th.

#### **ARTICLE A5 -WORKING CONDITIONS**

##### **A5.1 Medical Examinations**

The Company will pay for all such examinations that are required as an employment necessity, except for those required to maintain an Ontario drivers license.

##### **A5.2 Safety Shoes**

The Company will contribute Seventy-Five Dollars (\$75.00) towards the cost of safety shoes each year. The employee requesting same will be required to supply a receipt of purchase, and must wear the safety shoes while at work.

##### **A5.3 Bereavement Pay**

In the event of a death in the immediate family of any employee, he will be granted three (3) days' leave of absence at regular rates of pay, for the days off. Members of the immediate family shall be: Father, Mother, Spouse, Child, Brother or Sister, Father-in-law, Mother-in-law, Grandparents, Grandchildren, Brother-in-law and Sister-in-law.

##### **A5.4 Jury Duty**

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay nine (9) hours pay per day at the regular hourly rate of pay for hourly rated employees and ten (10) hours pay per day at the regular hourly rate of pay **for** highway drivers, less the amount of jury duty or Crown witness pay received.

##### **A5.5 Health and Welfare**

Company employees who have completed the probationary period are eligible for the Company Health and Welfare plan on a non-retroactive basis. The Company shall arrange with a private Insurance Company to provide Company Employees with Supplementary Health and Life Insurance Coverage as outlined below. The cost will be shared by the Company and the Employees.

## Cost Sharing

50% Employer/50% Employee

### Benefits

1. Life Insurance \$25,000.00
2. Accidental Death & Dismemberment \$25,000.00
3. Weekly Indemnity:
  - 66 2/3% to EI maximum
  - coverage begins in the first day of an accident, fourth day of an illness, for 26 weeks
  - 2 weeks insured, next 15 weeks EI last 9 weeks insured for a total of 26 weeks
4. Extended Health Care:
  - \$25/50 Deductible
  - 100% Co-insurance
  - 2 Yr. Survivor Benefit
  - \$500. Paramedical Limit
5. Dental Plan: Maximum \$1,000.00 per year based on most current Ontario Dental Association Fees, Pre-determination Limit \$500.00.  
80% coverage for basic dental (Type A & B) after a deductible of \$25.00 (single) or \$50.00 (family) per year.
6. Eyeglasses:
  - \$250.00 to be contributed to each employee and his/her dependents towards one pair of glasses every two years.
  - Students 18 years of age and under entitled to this benefit on a per year basis.
  - No deductible
  - No maximum number of family members.

## ARTICLE A6 - UNIFORMS

- A6.1 Upon completion of the probationary period, drivers will be obligated to wear a Company uniform.
- A6.2 First Uniform 50/50 cost split between Employer and Employee. If an employee's employment is terminated within the first 12 month period, such employee will reimburse the Employer the 50% paid on the initial uniform. Such payment may be recovered by the Company by withholding the appropriate amount from the employee's final pay. **All** subsequent uniforms 100% paid by the Company, as the Company deems necessary as follows:

Five (5) Long Sleeve Shirts  
Two (2) Short Sleeve Shirts  
Three (3) Pairs of Pants  
Two (2) Pairs of Shorts  
One (1) Summer Jacket  
One (1) Winter Coat

- A6.3 The Company will be responsible for supplying ~~two~~ (2) wheel hand carts for drivers.
- A6.4 The Company will supply protective ear covers for drivers that are required to enter Airport Tarmac Area.

**ARTICLE A7 - PENSION PLAN**

- A7.1 Commencing January 1, 2002, the Company will contribute \$20.00 per week for each full time employee and each full time employee will contribute \$20.00 per week towards a Pension Plan handled by Local 4342 of the CAW-Canada. Commencing January 1, 2003 the Company will contribute \$22.00 per week for each full time employee and each full time employee will contribute \$22.00 per week towards a Pension Plan handled by Local 4342 of the CAW-Canada.
- A7.2 The said Pension Plan shall be administered by a trust company or any other agency that is legally entitled to perform such administration in the province of Ontario which Local 4342 may decide from time to time.
- A7.3 In keeping with the foregoing provisions and in order to facilitate a smooth administrative process, the company will forward to the trustee chairperson of the named Pension Plan all monies deducted as outlined in the collective agreement along with the list of names of each contributor and the appropriate codes, etc. within 45 days of the deductions being made.
- A7.4 All new employees shall as a condition of employment sign a document which shall indemnify and save the Company harmless from and against all claims brought or made against the Company by such employee as a result of the deductions and remittance by the Company to said Pension Plan pursuant to this Article A7.
- A7.5 Failure to comply with these negotiated conditions and procedures can be grieved through the collective agreement procedures as outlined in Article 6.4 at Step 2 . The penalty for failure to **comply** with these negotiated conditions will result in an interest payment over and above the amounts deducted equal **to** the rates of interest in effect at the time the monies were withheld.

**ARTICLE A8 - SCHEDULE OF PAYMENTS**

<b>WAGES</b>	<b>JAN. 1/2002</b>	<b>JUNE 1/2002</b>	<b>JUNE 1/2003</b>
AZ City Drivers ( 1 Hr.)	\$19.25	\$19.75	\$20.25
DZ City Drivers (1 Hr.)	\$18.95	\$19.75	\$20.25
Hwy. Driver (1 Mi.)	39.5¢	44.5¢	45.0¢
Hwy. Driver (1 Hr.)	\$19.25	\$19.75	\$20.25
Hwy. Driver Team (Shared 1 Mi)	50.0¢	53.0¢	53.5¢

**PROBATIONARY RATE**

The probationary (90) day rate will be 90% (ninety percent) of the applicable rate.

**ADDITIONAL PAYMENTS FOR HIGHWAY DRIVERS ONLY.**

- (a) Loading & Unloading

Effective June 1/2002, \$25.00 per drop or pick-up. The first pick-up or delivery in each trip segment is included in the mileage rate.

(b) Border Clearance of Freight

Effective January 1/2002 \$22.00 per load. Effective June 1/2002 border clearance payment is included in the mileage rate. Reporting into customs at destination to be paid as a drop, other than those located at a customer facility.

(c) Layover

*Return departure over 18 hrs. from time of arrival	\$60.00
*Return departure over 24 hrs. from time of arrival	\$120.00
*Each 6 hr. additional period add	\$50.00

(d) City Work

For work not related to trip sheet activity will be paid at hourly rates in agreement.

(e) Statutory Holiday Pay \$200.00

(f) All Pick-ups and Drops Off Airport - over five (5) miles to be paid mileage rate.



5

**APPENDIX "B"**

**OWN IF**

**ARTICLE B1 - SENIORITY**

B1.1 Owner Operators shall be considered probationary until they have completed ninety (90) calendar days of employment, at which time they shall be placed on the seniority list, in accordance with their starting date.

**ARTICLE B2 - VACATION**

B2.1 All Owner Operators who have completed one (1) year of service will receive two (2) weeks of vacation time per year, commencing in the year in which his first anniversary date occurs. Vacation requests will be granted as in Article A4.3.

**ARTICLE B3 - PAYMENT FOR EQUIPMENT AND SERVICES**

B3.1 The services of each Owner Operator and his equipment shall be contained in a Standard Owner Operator's Contract (the "Contract"), and is a valid and binding private arrangement between each individual Owner Operator and the Company. The terms and conditions of the Contract are not subject to the grievance and arbitration proceedings. Notwithstanding any provisions of the Contract the parties agree that an Owner Operator will not be discharged without just cause.

B3.2 Amendments to the standard Owner Operator's Contract will be discussed with affected Owner Operators, before the amendments are made.

B3.3 Owner Operators who are in disagreement with any amendment to their Owner Operator's Contract may, without penalty or notice, terminate his contract with the Company.

B3.4 Wherever possible the Company will make arrangements for Owner Operators to purchase fuel from the Company.

**ARTICLE B4 - HEALTH AND WELFARE**

B4.1 To be eligible for the Company Health and Welfare Plan, Owner Operators must have completed the probationary period.

B4.2 The Company shall further arrange with a private insurance company to provide Owner Operators with supplementary health and life insurance coverage as outlined below.

1. Life Insurance	\$25,000.00
2. Accidental Death & Dismemberment	\$25,000.00

- 3. Extended Health Care 80% coverage for semi-private hospital with no deductible. All other eligible expenses are paid at 80% after a deductible of \$25.00 (single) or \$50.00 (family), per year.
- 4. Dental 80% coverage for basic dental (type A & B) after a deductible of \$25.00 (single) or \$50.00 (family) per year. Maximum \$1,000.00 per person per year based on **most** current (ODA) "Ontario Dental Association" fees. Pre-determination limit of \$500.00.

B4.3 The Benefit Plan cost for Owner-Operators is to be shared with the Company paying 10% of the Benefit Plan in the first year of an Owner-Operator's engagement by the Company, with increases by a further ten percentage points in each subsequent year until a maximum of 50% is attained.

B4.4 Owner Operators must be registered with Workplace Safety and Insurance Board (WSIB) or equivalent private insurance. The Owner Operator must provide proof to the Company that he has obtained such coverage. Otherwise, it will be mandatory to obtain coverage through the Company's insurance carrier. The Owner Operator and the Company will share the cost of this coverage at 50 percent each to a maximum of \$100.00 per month with respect to the Company portion.

**ARTICLE B5**

The Company will install, maintain, remove any mobile communication equipment at its expense. The Company will insure its mobile communication equipment. In case of theft, the Owner Operator will provide proof. It is acknowledged that such equipment is the sole property of the Company and will be returned within seven (7) working days of termination.

**ARTICLE B6**

Quarterly fuel tax statements will be issued to the Operator. Company to pay fuel tax rebate in one lump sum to each operator over a four (4) week period, semi-annually, in May and November.

**ARTICLE B7**

Payment will be made on Thursday, if a Statutory Holiday falls on Friday.

**ARTICLE B8**

Repairs on Company equipment paid by the Owner Operators will be refunded in the applicable currency the following week.

**ARTICLE B9**

Company to pay U.S. tolls in U.S. funds the following week.

**ARTICLE B10**

Company will assume the cost of installation and removal of any special equipment if Owner Operator remains working for the Company for a minimum of six (6) consecutive months.

**ARTICLE B11 - RUN POSTINGS**

- a) All runs will be posted once a year on a second Monday of January for fifteen (15) days, taking effect first Sunday of February.
- b) Operator run that has been discontinued, will be allowed to displace a junior Operator.
- c) Any Owner Operator displaced will revert to the Open Board until the next annual bid.
- d) During the period between annual sign up only the vacancy will be advertised. Subsequent vacancies will not be advertised but will be filled by Open Board Operator.

**ARTICLE B12 - NEW RUNS**

All new runs will be posted for seven (7) days to the Open Board. Owner Operators will submit their application to the Operations Manager. Results will be posted within three (3) days of closing of the bid.

**ARTICLE B13**

The Company will supply its decal package installed in Mississauga. If Owner Operator terminates prior to six (6) months, he will be charged back for entire package.

**ARTICLE B14**

The Company will provide backup documentation for any deductions/adjustments attached to Owner Operator statement.

**ARTICLE B15 - LICENCE PLATES**

The Company will pay the cost of Ontario base plates.

**ARTICLE B16**

JANUARY 1. 2002	JUNE 1. 2002	JUNE 1 2003	
\$ 1.090	\$1.140	\$ 1.145	

Effective June 1, 2002 border clearance payment is included in the mileage rate.

**ARTICLE B17**

- (a) Owner Operators will pay to the Company \$100.00 per week for insurance.
- (b) Company will pay 50% of the Operator's cost to purchase a \$1,000 deductible buy-down insurance policy, but the Company's share shall in no case exceed \$600.00.
- (c) Deductible Insurance Maximum \$5,000.00 per accident, Tractor, Trailer and load.
- (d) Third accident within twenty-four (24) months will result in termination. In order to be counted as an accident, the accident must reflect C.V.O.R. or U.S. D.O.T. violations.

### **ARTICLE B18**

Company to pay \$25.00 for drops/pick-ups. The first pickup and delivery in each trip segment is included in the mileage rate.

### **ARTICLE B19**

Layover Rate \$175.00. This applies when an Operator has been held over in the city of destination for more than twenty-four (24) hours from the time of unloading at destination.

### **ARTICLE B20**

Company to pay \$15.00 for any required switch on route with another driver/Operator.

### **ARTICLE B21**

All pick ups and drops off Airport over five (5) miles to be paid mileage rate.

### **ARTICLE B22**

- a) All Miles will be in accordance with the P.C. Miler (practical).
- b) The Company will post the cost of fuel at the Mississauga location.
- c) \$250.00 per year safe driving bonus.
- d) The Company to pay 5% interest on hold back.

APPENDIX "C"

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CLASSIFICATION	January 2002	June 2002	Jun 1, 20
General Mechanic	\$20.15	\$20.15	\$ 20.15
Mechanical Shop	\$13.15	\$13.15	\$ 13.15
Additional	To be included in quarterly		

ARTICLE C2 - HOURS OF WORK

As outlined in Appendix "A".

ARTICLE C3 - COFFEE AND LUNCH PERIOD

Each employee shall be entitled to a fifteen (15) minute coffee break twice during a shift at no loss of pay. All employees shall be allowed twenty (20) minutes for lunch without deduction in pay. The present facilities being used as a lunch room will suffice.

ARTICLE C4 - NIGHT SHIFT PREMIUM

The premium shall be \$12.50 per week.

ARTICLE C5 - GENERAL HOLIDAYS

As outlined in Appendix "A".

ARTICLE C6 - VACATION WITH PAY

As outlined in Appendix "A".

ARTICLE C7 - HEALTH AND WELFARE

As outlined in Appendix "A".

ARTICLE C8 - UNIFORMS

The Company will supply suitable clothing, winter coat, coveralls or uniforms, and eye and ear gear. Upon completion of probation, maintenance employees will be obligated to wear a Company uniform.

ARTICLE C9 - PENSION PLAN

As outlined in Appendix "A".

ARTICLE C10 - TOOL ALLOWANCE

Company will pay \$150.00 Tool Allowance per year.

**APPENDIX "D"**

**DOCKWORKERS**

<b>CLASSIFICATION</b>	<b>January 1, 2002</b>	<b>June 1, 2002</b>	<b>January 1, 2003</b>	<b>June 1, 2003</b>
<b>General Dockworker</b>	<b>\$ 13.25</b>	<b>\$ 13.50</b>	<b>\$ 13.75</b>	<b>\$14.00</b>
<b>Lead Hand</b>	<b>\$ 16.75</b>	<b>\$ 17.00</b>	<b>\$ 17.25</b>	<b>\$17.50</b>

**ARTICLE D2 - GENERAL HOLIDAYS**

As outlined in Appendix "A".

**ARTICLE D3 - VACATION WITH PAY**

As outlined in Appendix "A".

**ARTICLE D4 - HEALTH AND WELFARE**

As outlined in Appendix "A".

**ARTICLE D5 - HOURS OF WORK**

The regular work week shall consist of forty-five (45) hours encompassing five (5) days of nine (9) consecutive hours and two (2) consecutive rest days. Overtime at the rate of time-and-one-half will apply after nine (9) hours per day or forty-five (45) hours per week.

**ARTICLE D6 - MEAL PERIODS AND COFFEE BREAKS**

As outlined in Appendix "A". Nightshift premium applies to dockworkers.

**ARTICLE D7 - UNIFORMS**

The Company will continue to supply coveralls or uniforms. Upon completion of the probationary period, dockworkers will be obligated to wear a Company uniform.

**ARTICLE D8 - PENSION PLAN**

As outlined in Appendix "A".

**LETTER OF INTENT**

The Company agrees that where they are able to secure fuel surcharges from customers, they will pass on such surcharges to the Owner Operators servicing those customers.

DATED AT Mississauga THIS 29th DAY OF August, 20 02

FOR THE COMPANY:

Rob Thorndyke  
Rob Thorndyke – President and C.E.O.

Ted Daniel  
Ted Daniel – C.F.O.

FOR THE UNION:

Cy Dorey  
Cy Dorey – President CAW Local 4342

Dave Tilley  
Dave Tilley – National Representative

:            OF UNDERSTANDING

BETWEEN:           ATLANTIS TRANSPORTATION SERVICES INC.

AND:               CAW-CANADA AND ITS LOCAL 4342

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The parties signatory hereto, agree that employees Dave Vanderbelt and Harry Brinklow will continue to have the last working day before Christmas recognized as a holiday with pay.

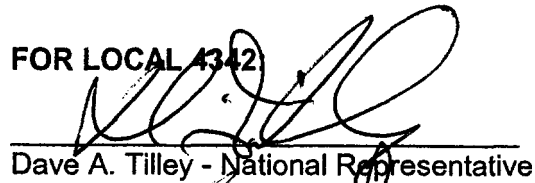
DATED AT Mississauga THIS 29th OF August, 2002

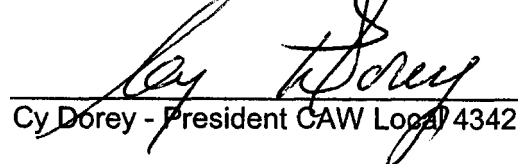
FOR THE COMPANY:

  
Rob Thorndyke - President

  
Ted Daniel - C.F.O.

FOR LOCAL 4342:

  
Dave A. Tilley - National Representative

  
Cy Dorey - President CAW Local 4342