

COLLECTIVE AGREEMENT

BETWEEN:

COONEY TRANSPORT LTD.

- and -

TEAMSTERS LOCAL UNION NO. 879 and 938

**Affiliated with the
International Brotherhood of Teamsters**

January 1st, 2008 - December 31st, 2012

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COONEY TRANSPORT LTD.

(hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION NO. 879 and 938

Affiliated with the

International Brotherhood of Teamsters

(hereinafter referred to as the "Union")

ARTICLE 1 - INTENT AND PURPOSE

- 1.1 The Company and the Union each represents that the purpose and intent of this Agreement is to promote co-operation and harmony; to recognize mutual interests; 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 Company, to promote efficiency and service and to set forth herein the Agreement covering rates of pay, dispute procedure and conditions of employment which will render justice to all.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all employees, except foremen and persons above the rank of foreman, office and sales staff, security guards and office janitors.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of Management and, without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations, and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.
- 3.2 The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees hired after July 5, 1982, must as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the agreement, as their financial contribution to the Local Union.
- 4.02 All employees hired after July 5th, 1982 shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's Initiation Fees in instalments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The

Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of employees from whom the money was deducted at the same time as the Union dues are remitted.

- 4.3 The Company agrees for the duration of this Agreement to deduct from the last pay cheque each month, the monthly dues of any employee covered by the Agreement who signs an authorization form and remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted.
- 4.4 The Union will notify the Company in writing, of any arrears in dues caused for any reason, or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions. The Union will refund directly to the employee any such monies deducted in error with confirmation of such refund to the Company.
- 4.5 The Union will supply the Company with a supply of printed check-off forms which shall provide a column for "Dues", "Arrears of Dues", "Initiation and Re-Initiation Fees" and the Company shall, each month, add the name of each new employee hired on since the remittance of the previous check-off along with the starting date and the

employee's Social Insurance Number and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's check-off sheet for whom a remittance is not made for any reason.

- 4.6 The Union will supply the Company with Initiation Deduction Authorization forms, Application for Membership forms and Dues Deduction Authorization forms, all of which shall be signed by all new employees on the date of hire. All completed Application for Membership forms shall be returned to the Union within seven (7) working days and shall serve as additional notification of commencement of employment.
- 4.7 The deduction of Union dues shall be made from every employee who signs an authorization form including, but not limited to, probationary employees.
- 4.8 The Company shall show the yearly Union monthly dues deductions on employees' T4 slips.

ARTICLE 5 - EXTRA CONTRACT AGREEMENTS

- 5.1 It is agreed that neither party to this Agreement shall enter into any Agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

ARTICLE 6 - DISCRIMINATION

- 6.1 No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.

ARTICLE 7 - ADMISSION TO COMPANY PROPERTY

- 7.1 Representatives of the Local Union shall be allowed to enter the Company's premises to deal with the administration of the Agreement provided they do not interfere with the normal operation of the Company and notify the Company of their presence.

ARTICLE 8 - STRIKES, LOCKOUTS & PICKET LINES

- 8.1 During the term of this Agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.
- 8.2 The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.
- 8.3 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 8.4 Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees or the Union.
- 8.5 In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

- 8.6 The Union agrees that, in the event of a strike or a lockout, the tenants occupying Cooney terminals will have no disruption of their daily business activities.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.1 A grievance shall consist of a dispute concerning the interpretation and application of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. 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.
- 9.2 There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

STEP 1

By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the griever, but in no case more than (30) thirty days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retro-active claim for Health and Welfare, Pension, O.H.I.P. premiums or the monies accruing from the Cost of Living Allowance, where such premiums,

contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid-off employees claiming that they have not been recalled in line with the provisions of Article 13. The grievor may be accompanied by a Union Steward and, if deemed necessary by the Union, he may also be accompanied by a Business Representative of the Union.

STEP 2

Within three (3) full working days following the decision in Step 1 the grievor and a representative of the Union shall meet with the senior terminal representative of the Company or his designate. A decision shall be given in writing three (3) full working days following this meeting. Failing settlement, then;

STEP 3

Within five (5) full working days following the decision in Step 2, an official or officials of the Union shall meet with a senior representative of the Company, This meeting shall be held at the locale of the terminal involved unless otherwise agreed. A decision shall be rendered in writing within three (3) full working days following this meeting.

Meetings shall be held at a mutually agreeable time.

- 9.3 Failing settlement under Step 3 of any difference and including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) full working days after the decision in Step 3 is given, it shall be deemed to have been abandoned.

- 9.4 Any complaint or grievance concerning or affecting a group of employees shall be submitted in writing and originated under Step 2.
- 9.5 Any complaint or grievance arising indirectly between the Company and the Union shall be submitted in writing and originated under Step 2.
- 9.6 All written grievances shall contain a description of the grievance.
- 9.7 A claim by an employee that he has been unjustly discharged or suspended shall be treated as a grievance and may be taken up under Step 2 of the Grievance Procedure provided a written statement of such grievance is lodged with the Company within seventy-two (72) hours, Saturdays, Sundays and General Holidays excluded, after the discharge or suspension is affected.
- Such special grievance may be settled under the Grievance Procedure by:
- (a) confirming the Company's action in dismissing or laying off the employee, or
 - (b) reinstating the employee with full compensation for the time lost, or
 - (c) by any other arrangement which may be deemed just and equitable.
- 9.8 Where a driver on highway operations is away from his home terminal and thus unavailable to proceed with the Steps of the Grievance Procedure within the time limits prescribed, such time limits shall be extended so as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.

- 9.9 No matter may be submitted to Arbitration which has not been properly carried through the proper steps of the Grievance Procedure unless otherwise mutually agreed.
- 9.10 Any employee covered by this Agreement when called into the Company office for any discussion with Management above the level of dispatcher which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or Business Representative.

ARTICLE 10 - ONTARIO JOINT GRIEVANCE PANEL

- 10.1 The Company agrees to utilize the services of the Ontario Joint Grievance Panel.

ARTICLE 11 - ARBITRATION

- 11.1 Failing settlement in the above-cited procedures, the matter may be referred to arbitration. Arbitration proceedings will be initiated within fourteen (14) full working days following the receipt of the Step 3 answer.
- 11.2 The parties agree to utilize the services of a sole Arbitrator. When either party requests that a dispute be submitted to arbitration, they shall notify the other party in writing of their intent to arbitrate, along with a list of potential Arbitrators. Should the parties fail to agree on a sole Arbitrator within twenty (20) full working days of the original request, they may then request the Federal Minister of Labour to appoint an Arbitrator.

- 11.3 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance.
- 11.4 The Arbitrator shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before him/her.
- 11.5 Each of the parties hereto will bear the fees and expenses of the Arbitrator.
- 11.6 Arbitration proceedings will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee(s) concerned.
- 11.7 The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.
- 11.8 All monetary grievances, mutually agreed, upon shall be paid the following pay period.

ARTICLE 12 - STEWARDS

- 12.1 The Company acknowledges the right of the Union to appoint a Steward at each terminal and if the operations are such as cannot be covered by this Steward, an additional Steward may be appointed.

- 12.2 Wherever possible grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when grievances 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.
- 12.3 If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his basic hourly rate for all time spent during the processing of the grievance with the Company. However, such time spent shall not be subject to any call-in guarantee or overtime provisions.
- 12.4 Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and register a grievance commencing with Step 2 of the Grievance Procedure set out in this Agreement.
- 12.5 The Union will inform the Company in writing of the name of the Business Agent and Steward and any subsequent change. The Company shall not be asked to recognize any Business Agent or Steward until such notification from the Union has been received.
- 12.6 The Company will notify the Union by registered mail or telegram prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

- 12.7 For the purpose of lay-off and the day-to-day allocation of work within the terminals, the Steward shall enjoy his own seniority or that of the last man called in (excluding the senior man). In a terminal where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.
- 12.8 For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant trip sheets, book-in, book-out sheets, time cards and personnel disciplinary records made available to them within twenty-four (24) hours at the Head Office terminal during the office hours of the Company and at other terminals within five (5) working days.

ARTICLE 13 - SENIORITY

- 13.1 Seniority shall be terminal wide but not interchangeable with any other department within the terminal.
- 13.2 The purpose of seniority is to provide a policy governing work preference, lay-offs and recalls.
- 13.3 In the event of a lay-off, the Company shall consider:
- (a) the seniority of the employee;
 - (b) the qualifications of the employee; and where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

- 13.4 a) In all lay-offs, where the qualifications of an employee are questioned by the Company, such employee will be given three (3) working days to perform the work in question to determine if he is qualified. Determination of qualifications will rest with the Company subject to Article 9.
- b) A laid off employee, at his option, may choose to not bump and remain on lay-off awaiting recall to work that he normally performs.
- c) Employees for whom no work is available for seven (7) consecutive working days shall, upon request, be considered laid-off and have their Unemployment Insurance Separation Certificate issued. However, the Company may call employees according to seniority on a day-to-day basis requesting them to report for work when available.
- d) Employees who are laid off and who obtain work elsewhere may make application for leave of absence as set out in Article 45. Should the other employment cease, for which the leave of absence was obtained, upon notification from the employee his name may then be placed on the recall list, upon mutual agreement between the Union and the Company. However, should no junior employee be available, they shall be subject to a recall under the terms of Section 13.6 (c) of this Agreement.
- 13.5 Seniority lists shall be prepared and posted by the Company every four (4) months. The Company shall also supply sufficient copies to the Stewards and the Union Business Agent.
- 13.6 An employee's employment shall be terminated for any of the following reasons:

- a) if he voluntarily quits the employ of the Company;
- b) if he is discharged and is not reinstated through the Grievance Procedure as provided in this Agreement;
- c) if he has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the driver cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than eight (8) consecutive days from the date of notification to report for duty;
- d) if he overstays a leave of absence without securing an extension in writing of such leave of absence or if he takes employment other than declared and agreed upon when applying for the leave of absence;
- e) if he is absent from work without securing a leave of absence for more than three (3) consecutive working days excluding Saturdays, Sundays and General Holidays;
- f) if an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive months.

13.7 Employees, promoted to supervisory positions or positions not subject to this Agreement, will retain their seniority after promotion for a twelve (12) month period only. If demoted for any reason, or if they voluntarily request reinstatement to their

former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he be subsequently discharged in such a position beyond the jurisdiction of this Agreement.

- 13.8 Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury as early as possible. The employee shall notify the Company when he is able to return to work and shall be assigned the next available dispatch in line with his seniority.

ARTICLE 14 - PROBATIONARY PERIOD

- 14.1 All new employees shall serve a probationary period of ninety (90) calendar days before acquiring any seniority rights and during such probationary period, they shall not have recourse to the Grievance or Arbitration Procedure. The Company may not discharge an employee for purposes of forcing an additional probationary period.

Upon completion of the ninety (90) calendar days, the employee shall be discharged or placed on the regular seniority list as of the date of commencement of his probationary period.

ARTICLE 15 - SUSPENSION, DISCHARGE & TERMINATION

- 15.1 Employees who are discharged shall have their discharge confirmed in writing and their pay will be forwarded by registered mail to their last known

address within three (3) working days from the time of the discharge. If such pay is not forwarded within the three (3) working days, the Company agrees to pay to the dischargee thirty dollars (\$30.00) per working day between the end of the third (3rd) working day and the day the pay was forwarded.

15.2 Employees who voluntarily terminate their employment with the Company shall have all monies owing them paid not later than the pay day next following their date of termination.

15.3 When an employee is suspended or discharged away from his home terminal, and is waiting for the first available transportation to his home terminal, the following provisions will apply:

The first ten (10) hours shall be treated as a lay-over and accommodations shall be provided. Delay in excess of the first ten (10) hours will be paid until time of departure or the expiry of the second ten (10) hours whichever occurs first.

In the event the day is in excess of the second ten (10) hours, the lay-over provisions will then apply and the above conditions will then repeat themselves until time of departure.

ARTICLE 16 - SUPERVISORS

16.1 Supervisors and foremen will not perform any work which falls within the scope of this Agreement except for instruction purposes or by consent of the Local Union.

The Company will be allowed to use supervisory personnel to drive when it is necessary to meet

customer demands and no regular employee is available.

Adam Cooney, Gary Cooney and Eric Cooney will be allowed to drive without restrictions.

- 16.2 When supervisors and foremen are appointed, a notice to that effect will be posted on the bulletin board. No employee will be penalized for refusing an order if the Company has failed to post such notice.

ARTICLE17 - CASUALWORK

- 17.1 The Company may use casual help for weekend work only after the full seniority list has been exhausted. Seniority employees must abide by Department of Transport regulations regarding hours, as per log books.

ARTICLE18 - TRAINING

- 18.1 The Company will ensure that all employees will be trained in the safe and proper method of handling any material or operating any equipment they are required to handle or operate. Employees will be paid for time spent in such training. The Company will ensure that all supervisors are sufficiently trained so that they will have the ability to adequately train new employees. The Company will set up regular safety meetings.
- 18.2 Drivers requesting training on special equipment, during their own time, will be paid at fifty percent (50%) of their regular hourly rate while training.

ARTICLE 19 - HIRED AND LEASED EQUIPMENT

- 19.1 All power equipment leased, rented, licensed or operated by the Company shall be operated by employees of the Company except in emergencies when special equipment not normally available on a rental basis is involved.
- 19.2 All leased operators shall become and remain members of the Union **as** a condition of engagement. The leased operator shall have dues deducted in the same manner and amount as other employees.
- 19.3 The leased operators agreement is deemed to be attached to and form an integral part of the Collective Agreement.
- 19.4 **DEFINITION:** A leased operator is a person who operates his own vehicle under the direction and operating authority of the Company. The leased operator is recognized as a dependent contractor and is covered by the terms and conditions of the Collective Agreement.
- 19.5 The Union agrees that the Company may have leased operators up to a maximum of fifteen (15) per cent of all driving staff Company-wide.

ARTICLE 20 --COMPLETE OR PARTIAL CLOSURE OF TERMINALS AND MERGERS

- 20.1 In the event of the complete closure of an established permanent type terminal where the work is moved to another terminal(s) under the jurisdiction of the signatories to this Agreement, the

Company will give the Union forty-five (45) days written notice of its intention to close a terminal and the affected employees may bid according to their seniority and qualifications to move to the terminal(s) to which the work is being moved.

20.2

In the event of the partial closure of a terminal, as a result of the work being moved to another terminal(s) and which results in a reduction of employees in the department so affected, the following shall apply:

- a) A meeting shall be held between the Company and the Union thirty (30) days prior to the partial closure in an effort to reach a satisfactory agreement for all concerned in the department of the terminal from which the work is being moved.
- b) Failing agreement under paragraph (a) above, the employee(s) affected in the department shall have the option of moving with the work or exercising their seniority within their own terminal. If any of these employees elect to exercise their seniority and bump into other work within their own terminal and as a result, anyone in that terminal is subject to lay-off then, if work is available in the terminal to which the work is being moved, the available vacancies shall be posted for bid and such vacancies shall only be open to those employees subject to lay-off.
- c) It must be clearly established that there is a movement of work in order for the above provision to apply.

d) Any dispute arising under the above provisions shall be immediately referred to arbitration as outlined in Article 11 herein.

20.3 In the event the work is moved back to the original terminal, personnel moving under the conditions of Section 20.1 or 20.2 will retain their seniority at the terminal from which they moved for a period of twelve (12) months from the date of their original move.

20.4 Persons moving under the conditions of Sections 20.1 and 20.2 will dovetail their seniority dates with those persons already employed at the terminal to which they move.

20.5 If the Company acquires by way of purchase or in any other manner the business or undertaking of any other employer and such operations are merged, the seniority of all active employees will be dovetailed including those employees who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the employees after the merger, lay-off will commence at the bottom of the dovetailed active seniority list, and such employees will remain on the active seniority list for the purpose of recall.

20.6 In the event that any of the Companies affected by the merger have laid-off employees prior to the merger, the seniority of those employees on lay-off will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees, preference will be given subject to the recall provisions of Article 13 first to those laid-off employees on the

active list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article his original seniority will be dovetailed with the seniority of the active employees. The recall period for those placed on the inactive seniority list will be six (6) months.

- 20.7 In the event that the preceding sections in the opinion of either party fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by agreement between the successor Company and the Local Union or Unions concerned. If mutual agreement is not reached the conditions outlined in Section 20.5 and 20.6 apply.

ARTICLE 21 - JOB OPENINGS

- 21.1 When a job opening occurs on bids for a driver within a terminal, such opening will be posted within the terminal for a seventy-two (72) hour period, Saturdays, Sundays and Holidays excluded. Employees within the terminal will be allowed to bid in accordance with their seniority. The most senior employee bidding on the vacancy will be moved to the opening retaining his seniority.
- 21.2 When a job opening occurs at a terminal, laid-off employees at other terminals will be given the rights to fill such vacancy in line with their Company seniority. The employee shall be given twenty-four (24) hours to render his decision.

Any employee who transfers under these conditions from one terminal to another shall be placed at the bottom of the seniority list for work preference and lay-off.

Notwithstanding the above, it is agreed that the Company shall forward a letter to the Union outlining in detail the conditions of the transfer, which letter shall also be signed by the driver, before any transfer is effected.

ARTICLE 22 - DISPATCH PROCEDURE

- 22.1 a) Regular run driver is a driver who performs duties on a regular dispatch board.
- b) Bid-run driver or special operation driver is a driver who performs driving duties on a bid-run or special operations subject to the provisions of Article 24 herein.
- 22.2 All dispatches shall be assigned to drivers by seniority among the drivers within each group set out above in accordance with their availability for work at the time the dispatch is assigned, provided the drivers assigned equipment can legally haul the load.
- 22.3 All drivers will be given a written dispatch setting out delivery time and/or pick-up time at destination. All dispatches will be arranged so as to allow drivers two (2) hours to report for duty after being so notified.
- 22.4 Dispatches will not be held for the purpose of depriving a driver of his seniority for dispatch.

- 22.5 A driver at his home terminal will not be considered available for dispatch unless he has had ten (10) clear hours off duty, except in an emergency where there is no one available with ten (10) hours off duty, then that driver with the most hours off who is willing to go, will be dispatched.
- 22.6 Drivers required to layover at any layover point shall be entitled to ten (10) clear hours off duty.
- 22.7 Drivers on lay over will be given a minimum of one (1) hour to report for work except where the location of their sleeping accommodations require them to take longer but in no case longer than two (2) hours.
- 22.8 No driver will be compelled to accept a dispatch on Sunday night unless he receives twenty-four (24) hours prior notice and except in an emergency no driver will be dispatched before 9:00 p.m. Sunday night. Company will continue to make dispatch available as they have in the past with any unexpected trips - i.e. customer demands or driver absenteeism being allocated to those drivers who were not given one of the available dispatches at the regular dispatch time.
- 22.9 Drivers wishing to book off Sunday night or Monday must request permission to do so not later than 9:00 p.m. the preceding Friday night. Such booked off driver will not regain his own dispatch seniority until 5:00 p.m. Monday. He may, however, run out as the most junior man until that time.
- 22.10 In the event the Company improperly dispatches a driver on a trip ahead of a senior driver, an amount

of money equal to the difference between the two starting times at the regular hourly rate or the difference in the trip involved whichever is the greater will be paid to the senior driver.

- 22.11 Having regard for the differing operational conditions that may exist from one area to another, the company and the Union or Unions may institute additional dispatch rules and procedures that are mutually agreed upon. Such dispatch rules or procedures must be reduced to writing and signed by the parties. In the event of any dispute concerning such agreed upon rules and procedures the additional dispatch rules or procedures shall be subject to the grievance procedure.
- 22.12 The present practice and conditions of cut-off time for dispatch shall be continued until new conditions are established between the Local Union and the Company, but in no case longer than three (3) months from the signing of this Agreement, at which time they shall be reduced to writing and shall form part of this Agreement.
- 22.13 When two or more drivers are available for duty at a foreign terminal they shall be dispatched in accordance with first in first out.
- 22.14 When there are bid-runs out of a terminal, a driver at a freight terminal may be held until bid-run drivers have been dispatched provided there are sufficient loads available.
- 22.15 The Company agrees to provide all drivers, at the time of dispatch, with the necessary monies to cover all expenses which are the responsibility of the Company.

Upon return to their home terminal drivers shall turn in all receipts and unused advance monies or they shall be reimbursed for any monies for which the Company is responsible in excess of any advance ~~as~~ the case may be.

- 22.16 No driver will be held over away from his home terminal on a General Holiday or on a Sunday unless circumstances warrant such lay-over.

**ARTICLE 23 - ALLOCATION AND HOURS OF WORK -
CITY DEPARTMENT**

- 23.1 The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications and where qualifications are relatively equal, seniority shall be the determining factor.
- 23.2 Senior personnel shall have the preference to work on the first five (5) consecutive days of the week to the extent that it is consistent with the following conditions: 1) The work week may commence on Sunday.
- 23.3 In the event the Company improperly starts a junior employee on a shift ahead of a senior employee, the Company shall compensate the senior employee, an amount of money equal to the difference between the two starting times which shall be at the regular rate providing the employee works the assigned shift.
- 23.4 Employees covered by this Agreement called into work shall be guaranteed not less than six (6) hours pay.

- 23.5 All call-backs which will require employees to work over ten (10) hours in twenty-four (24) hours shall be paid for at the rate of time and one-half the employee's regular rate of pay. There shall be a minimum call-back guarantee of four (4) hours pay at time and one-half the regular rate.
- 23.6 An employee shall be paid at one and one-half (-1/2) times his regular hourly rate of pay for all hours worked at the hourly rate in excess of ten (10) hours per day or fifty (50) hours per week.
- 23.7 All hourly rated employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half shift.
- When an employee is specifically requested to work overtime, he will be given a coffee break not to exceed fifteen (15) minutes without loss of pay before such overtime commences. This provision does not apply to City Pick-Up and Delivery drivers who are returning to the Company terminal after completing their regular tour of duty even though they may be returning under overtime conditions.
- 23.8 A Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of his previous shift. All hours worked by an employee prior to his regular starting time will be paid for at the rate of time and one-half the regular rate of pay.

- 23.9 Employees shall not take more than one (1) continuous hour for meals, however, should the taking of a full continuous hour for meals cause additional waiting time, the Company may request the employee to take not less than thirty (30) minutes. No employee shall be compelled to take more than one (1) continuous hour for meals and the meal period shall be between the fourth (4th) and sixth (6th) hours.

ARTICLE 24 BID RUN OPERATIONS

- 24.1 Bidding for bid operations shall be by terminal, and not Company-wide.
- 24.2 At a terminal where bid runs may be set up or where there are special operations the Company and the Local Union involved will meet to establish bid conditions governing such operations. These conditions shall be reduced to writing and shall be subject to all the provisions of this Article. Bid runs will only be established by agreement with the Local Union involved.
- 24.3 It is agreed that each year on or about April 1st and on any other dates as bid operations come open, all bid operations shall be placed up for bid to any employee.
- 24.4 Bid operations which are open shall be posted and employees shall have seven (7) days from date of posting to bid and the company shall then have seven (7) days in which to make bid allocation.

24.5 Allocation of bids for any specific bid operation shall be by seniority and qualifications. If there are insufficient bids submitted within the required seven (7) day period as set out above the Company shall make the assignment to the junior employee in the general dispatch commencing with the most junior and working upwards.

24.6 The term of any allocated or assigned bid operation may be for six (6) months from the date an employee commences work on the bid operation, or until the following April 1st, whichever is the sooner and the employee shall be locked in for that period, except that under exceptional circumstances an employee may successfully request to come off a bid operation through mutual agreement between the Company and the Union. In such instances the employee, except for lay-off purposes, shall revert to the bottom of the seniority list of his terminal until the terminal date of his bid, at which time he shall reassume his original seniority.

If the term of the bid is not stated it shall be for one (1) year from the date an employee commences work on the bid operation or until the following April 1st, whichever is the sooner.

Notwithstanding the above, bids may be established for a shorter period providing the company and the Local Unions involved, who are signatories to this Agreement, can mutually agree to such shorter bids.

Notwithstanding the above it is understood that an employee on a bid run operation will be allowed to bid on any new job openings in accordance with Article 21.

- 24.7 In instances where there is a shortage of work in a bid operation or where such bid operation or a portion thereof is discontinued, an employee affected shall receive the next available dispatch in the general operations in line with his seniority and so continue to operate in general dispatch for the remainder of the week or until he arrives back to his home terminal and has had sufficient time off duty to enable him to resume his bid.
- 24.8 Thirty (30) days following the effective date of this Agreement, all bid operations in effect on that date shall be opened for new bid in accordance with the procedure set out in this Article.
- 24.9 The Company must notify the Union in writing if a bid is cancelled temporarily or permanently.

ARTICLE 25 - LAY-OVER & SUBSISTENCE ALLOWANCE

- 25.1 If a driver is laid over and is required to wait for a load or repairs he will be paid nine (9) hours out of every twenty-four (24) hour period.
- 25.2 The Company will pay for accommodation for laid over drivers and a eighteen dollar (\$18.00) meal allowance.
- 25.3 Transportation for laid over drivers will be provided by the Company to or from sleeping accommodation and restaurant facilities over one-half (1/2) mile from the Company's terminal up to a five (5) mile radius. Such transportation shall be supplied for under one-half (1/2) mile during inclement weather.

- 25.4 Drivers operating trucks equipped with sleeper bunks will receive layover payment of ten dollars (\$10.00) when required to layover by the Company; no motel rooms to be supplied.

**ARTICLE 26 - HOURS OF WORK &
OVERTIME CONDITIONS - DRIVERS**

- 26.1 All hours **worked** in excess of **sixty** (60) hours per week, shall be paid at the rate of time and one-half (1-1/2) the employees regular basic hourly rate. Overtime shall not be pyramided.

Meal breaks shall not be used in calculating overtime. Coffee breaks and rest periods shall not be used in calculating overtime for drivers on a mileage rate or a combination of mileage and hourly rates.

- 26.2 The Company shall allow hourly rated employees a fifteen (15) minute coffee break in the first half shift and another in the second half shift without loss of pay.

When an hourly rated employee is requested to work on daily overtime he shall receive a fifteen (15) minute coffee break without loss of pay before commencing his overtime and another at the conclusion of each two (2) hour period thereafter while on such overtime.

- 26.3 The work week may commence at 9:00 p.m. Sunday.

- 26.4 Where the Company has overtime work to be performed it shall be allocated to qualified personnel in the following manner:

- (a) to the senior available employee on duty who is willing to perform the work;
- (b) where no one is available under (1), or in the event additional personnel are required, off-duty employees will be called in, in order of seniority, providing they are willing to perform the work.

ARTICLE 27 - CALL-IN GUARANTEE

- 27.1 Any employee who reports for work at the time he was scheduled to report shall receive a minimum of six (6) hours pay at the applicable hourly rate. When drivers are called into work and their dispatch was cancelled, the driver may elect to go home or perform duties available at the terminal until such time as they have put their six (6) hours in. If the elect to go home they will be paid only for the time actually worked.
- 27.2 After any lay-over a new call-in guarantee of six (6) hours shall be applicable.

ARTICLE 28 - MILEAGE - DETERMINING OF

- 28.1 All operations under seventy-five (75) miles one way will be paid at the hourly rate of pay.
- All operations over seventy-five (75) miles one way will be paid at the mileage rate of pay.

- 28.2 Mileage shall be determined using the Company's most current version of PC Miler Truck Version, the driver will be paid at the mileage rate from the point where the trip begins until his first delivery and then at the hourly rate until he leaves the Municipality in which the delivery or deliveries were made. All the work and driving in the aggregates haul will be paid at the hourly rate.
- 28.3 At their home terminals, drivers shall have the right to decline further work when they have accumulated a total of fifty-five (55) hours or 2100 miles in any week, or any combination thereof. Fifty (50) miles to be considered an hour's work for book-off purposes.
- 28.4 Drivers legally having enough hours left to complete work cannot refuse further dispatch during his work shift provided the driver has not been on duty for twelve (12) hours or more.
- 28.5 Drivers requested to perform a further dispatch during the day that do not have enough hours left to do a round trip, they may be put to bed in a suitable motel at the Company's discretion. This clause not to be invoked on Friday except by mutual agreement with the driver.
- 28.6 Drivers will check with dispatch before dropping any loads, Loads will be delivered by the driver pulling them when-ever possible, if legal hours are avail-able, provided the driver has not been on duty for twelve (12) hours or more. Notwithstanding the above, drivers who have in excess of twelve (12) hours on duty, may be required to make a drop and/or pick up trailer, provided the known required time is one (1) hour or less.

ARTICLE 29 - TIME PAYMENT

29.1 All employees shall be paid for punch to punch for all miles travelled or hours worked except where flat rate payments apply. Train rates will be one-half (1/2) cent a mile over the base and fifty (50) cents an hour over the hourly rate.

29.2 a) The Company will pay fifteen (15) minutes to all employees for all paperwork, fueling and their circle check at the beginning and end of each shift.

At other times when drivers are required to drop and hook, there will be an automatic fifteen (15) minutes paid for each drop and fifteen (15) minutes paid for each hook.

All time payments shall include loading and unloading, trailers, fuelling, terminal delays, breakdowns, completing of log forms, tack cards or other unavoidable delays such as delays due to fog, sleet, ice and snow. The driver must report same on his trip report and account for any claims for time payment. In respect of such claims the Company may, at its discretion, require drivers to sign a statutory declaration, having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, setting forth the causes to the best of their knowledge and belief for such breakdowns and/or delays.

b) Delays due to snow, ice conditions and/or accidents.

In any one (1) tour of duty where an employee is delayed more than two (2) hours relating to the aforementioned, the employee will, after such time, receive the regular hourly rate.

ARTICLE 30 - WAGES, MILEAGE AND HOURLY RATE**30.1 HIGHWAY DRIVERS**

<u>Effective</u>	<u>Hourly</u>	<u>Mileage</u>
June 1, 2008	\$17.80	38.5 cents
June 1, 2009	\$18.15	39.0 cents
June 1, 2010	\$18.50	39.5 cents
June 1, 2011	\$18.85	40.0 cents
June 1, 2012	\$19.20	41.0 cents

CITY DRIVERS

<u>Effective</u>	<u>Hourly</u>
June 1, 2008	\$18.24
June 1, 2009	\$18.74
June 1, 2010	\$19.24
June 1, 2011	\$19.74
June 1, 2012	\$20.24

City driver - by bid only.

PROBATIONARY & CASUAL RATES

1-90 working days - Full rate less:
\$1.00 per hour / 2 cents per mile

90-180 working days- Full rate less:
\$.50 per hour / 1 cent per mile

After 180 working days - Full rate

ARTICLE 31 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

31.1 When new types of equipment or categories of work, for which rates of pay are not established by this Agreement, are put into use or effect, rates governing such operations shall be subject to negotiations between the parties hereto.

In the event of failure to arrive at an agreement on such rates, the matter shall then become the subject of a written grievance and shall be dealt with in accordance with the Grievance and Arbitration Procedures set out in this Agreement. The Arbitration Board shall not, however, be empowered to make any award retroactive beyond the date of the written grievance referred to above.

ARTICLE 32 - DEAD-HEADRATE

32.1 Employees required to dead-head shall be paid the prevailing hourly rate. This shall include breakdowns and all delays, etc. Drivers will not dead-head vehicles which are not equipped with passenger seats.

ARTICLE 33 - PAY PERIOD

33.1 The pay period shall be Sunday to Saturday.

33.2 Pay day shall be on a Thursday and monies due him shall be available to him in cheque form no later than 12:00 o'clock noon of that day. If Friday is a holiday the cheques shall be available to the employees no later than 12:00 o'clock noon of the Wednesday.

If cheques are available prior to Thursday, the employee will be entitled to receive his cheque.

ARTICLE 34 - PAY SLIP INFORMATION

- 34.1 Where it is possible with the accounting equipment now in use, the Company agrees to show the number of miles and the amount earned in miles, the number of regular hours and the amount earned and the number of overtime hours and the amount earned. If the Company installs new equipment, it is agreed it will install equipment that will supply the above-mentioned information. If the Company is presently supplying additional information over that listed above, it will continue to do so.

ARTICLE 35 - TIME CLOCKS

- 35.1 If the Company employs five (5) or more employees at any one (1) terminal a time clock shall be provided and shall be accessible to employees. All employees must use it.
- 35.2 There shall be a book-in, book-out sheet which all drivers must sign when they are arriving or leaving the terminal which will read - terminal, truck number, point of origin or destination and punch mark from the time clock, when available.

ARTICLE 36 - RECEIPTS

- 36.1 All employees must be given dated receipts for all monies turned into the Company.

ARTICLE 37 - BONDING OF DRIVERS

37.1 Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within ninety (90) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond unless the employee refuses to pay the additional bonding fee.

ARTICLE 38 - VACATIONS

38.1 All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Standards Code of July 1965 and any subsequent amendment thereto.

38.2 Employees who have completed one (1) year of employment shall receive two (2) weeks vacation with pay.

- 38.3 Employees will receive two (2) weeks paid vacation in each year calculated at four percent (4%) until he has completed five (5) years of service.
- 38.4 After he completes five (5) years and until he completes eight (8) years he will receive three (3) weeks of paid vacation calculated at six percent (6%).
- 38.5 After he has completed eight (8) years and until he completes fifteen (15) years he will receive four (4) weeks of paid vacation calculated at seven percent (7%).
- 38.6 After fifteen (15) years of service he will receive six (6) weeks vacation calculated at eight (8%).
- 38.7 Employees will be given a vacation pay bonus along with their regular vacation pay on the following basis:
- | | | |
|--------------------------------|---|----------|
| Ten (10) years service | - | \$175.00 |
| Fifteen (15) years service | - | \$225.00 |
| Twenty (20) years service | - | \$275.00 |
| Twenty-five (25) years service | - | \$325.00 |
| Thirty (30) years service | - | \$375.00 |
- 38.8 If an employee's employment is terminated for any reason whatsoever he will be paid his accumulated vacation credits calculated from and including the previous June 1st.
- 38.9 Each employee shall take vacation annually; it shall not be accumulated from one to year another.

- 38.10 Starting April 1st and ending April 30th of each year the Company will have each employee come into the Terminal Manager's office in order of seniority to sign for the time he chooses for his vacation. The employee shall have until the next working day to make his decision as to his vacation period. The final vacation schedule shall be posted by the Company no later than May 5th of each year with a copy sent to the Local Union involved. Any scheduling thereafter will be the exclusive prerogative of Management but at no time may it interfere with the seniority rights exercised above.
- 38.11 The choice of vacation period shall be according to seniority providing it does not conflict with Management's obligation to maintain an efficient working force. Vacations must be taken in the year in which they accrue.
- 38.12 Employees while on vacation cannot be called into work, except on a voluntary basis and providing all other available employees are working.
- 38.13 The summer vacation period shall be June, July, August, September and October inclusive.
- 38.14 No more than ten percent (10%) of all the employees may be on vacation at any one time with the percent going to the highest number in the event there is an uneven percentage point.
- 38.15 Employees who are qualified for more than two (2) weeks vacation are restricted to three (3) weeks during the summer vacation period.
- 38.16 Vacation pay shall be by separate cheque.

- 38.17 Employees may elect to take their vacation pay upon two (2) weeks written notice, however, such requests will be limited to 2 times per year.

ARTICLE 39 - GENERAL HOLIDAYS

39.1	New Year's Day	Thanksgiving Day
	Good Friday	1/2 day before Christmas
	Victoria Day	Christmas Day
	Canada Day	Boxing Day
	Civic Holiday	1/2 day New Years Eve
	Labour Day	

- 39.2 It is agreed that St. Jean Baptiste Day will be substituted for Civic Holiday for those employees domiciled in the Province of Quebec.

- 39.3 When one of the General Holidays set out above falls on a Saturday or a Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee is entitled to take the work day immediately preceding or following **as** the Holiday. The split employees between the two (2) substituted days shall be in accordance with the volume of work on each day and the employees shall select their day, by seniority.

The Company shall determine the split of employees as far in advance as local conditions shall permit but at least a minimum of two (2) working days prior to the General Holiday or Holidays involved.

The basis for payment for the General Holidays shall be eleven (11) hours for highway, nine (9) hours for city at the appropriate hourly rate, provided:

- (a) They have been in the employ of the Company ninety (90) calendar days, and
- (b) They have' not been laid off for a period longer than thirty (30) calendar days prior to the Holiday; or
- (c) They have not been absent from work due to sickness or injury for a period longer than the six (6) months prior to the Holiday.

39.4 Senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work, providing a sufficient number of junior qualified employees are available.

39.5 A General Holiday shall be deemed to span the period between 12:01 a.m. to 12:00 midnight.

39.6 All employees on duty on a General Holiday shall be paid their regular mileage rate or hourly rate whichever is applicable for the work performed, and in addition shall receive one-half (1/2) the appropriate hourly rate for all hours worked on the Holiday in addition to the Holiday pay they are eligible to receive.

39.7 Any of the General Holidays falling within an employee's annual vacation shall be paid for in addition to the annual vacation pay and may be taken **as** an additional day(s) at a time previously mutually agreed upon.

39.8 **Dispatches on Christmas and New Year's Eve:**

Dispatches must be arranged so the highway drivers will be back in their home terminal and off duty at 6:00 p.m., December 23rd and December 30th.

However, this does not preclude the Company in case of emergency to move a load if a driver, in line with his seniority, is willing to accept a dispatch which will bring him back to his home terminal after 6:00 p.m. as mentioned above. For all General Holidays, the highway driver is entitled to thirty-six (36) clear hours off duty from the completion of his shift on the eve or the day of such General Holiday.

Drivers refusing to work under the above conditions will not have any claim in respect of a trip or trips he has refused.

ARTICLE 40 - LEAVE OF ABSENCE

40.1 Leave of absence in excess of seven (7) calendar days will not be granted until a request for the same is submitted in writing to both the Local Union and the Company and is mutually agreed upon by the parties hereto.

ARTICLE 41 - BEREAVEMENT LEAVE

41.1 In the event of a death in the immediate family, an employee who has completed his probationary period will be granted the necessary time off up to three (3) days without loss of pay, provided they are working days for attendance at or to make the necessary arrangements for the funeral. Additional days without pay will be granted upon request. For the purpose of this Article ten (10) hours constitutes a day's pay.

Immediate family means: the spouse, parents, children, sisters, brothers, father-in-law, mother-in-law of the employee, grandchildren, and includes any relative permanently residing in the employees household or with who the employee resides,

Two (2) days off with pay in the event of the death of grandparents, step-parents or step-children,

ARTICLE 42 - VOTING TIME OFF

- 42.1 Employees shall be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statutes.

ARTICLE 43 - PENSION

- 43.1 Pension Plan to be set up as in Cooney contract. Defined contribution type plan with Company making employee contributions up to three percent (3%) of gross wages, implementation of such to be September 1st, 1998 or earlier if possible.

To be entitled to join the Pension Plan, employees must have been employed by the Company for a period of one (1) year from date of hire.

ARTICLE 44 - HEALTH AND WELFARE

- 44.1 The Company will provide and pay seventy-five percent (75%), *and the employees will pay twenty-five percent (25%) to a maximum of ****fifty dollars (\$50.00) per month*****, of the premiums through payroll deductions for the following benefits on behalf of every full-time employee:

Life Insurance equal to \$25,000.00

A.D.D. Insurance equal to \$25,000.00

Spousal Life Insurance of \$5,000.00

Dependant Life Insurance of \$2,500.00 for each dependant

Optional Life Insurance available in \$10,000.00 units to a maximum of \$200,000.00 for you or your spouse, subject to approval of insurability.

Long Term Disability coverage: 119 day waiting period, 60% of monthly earnings to a maximum benefit of \$2,000.00 or 85% of pre-disability take-home pay, whichever is less, 5 year payout.

HEALTHCARE

- **Deductible:**
 - Prescription Drugsdispensing fee charged by pharmacy
 - All other expenses NIL
- **Reimbursement Levels:**
 - In-Canada prescriptions 70%
 - Out-of-Country.....100% (subject to limitations)
 - All other expenses 80%
- **Paramedical expenses:**
 - Chiropractors \$500.00 each calendar year (after provincial plan)
 - Social Workers \$500.00 each calendar year
 - Physiotherapists \$500.00 each calendar year
 - Podiatrists/Chiropodists \$500.00 per calendar year

Refer to employee booklet for a complete list of all medical expenses covered and any limitations to them.

Effective January 1st, 2009, the Company will establish a "**Routine**" **Dental Plan** with an Insurance Carrier, for all eligible employees, with the following elements:

Deductible Nil
 Reimbursement Level 50%
 Routine Coverage
 \$1,500.00 maximum per calendar year
 2 year lag on dental fee guide

Refer to employee booklet for a complete list of all dental expenses covered and any limitations to them.

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The ****maximum of**** amount referred to in the opening paragraph will be increased as follows:

April 1st, 2008 to \$ 60.00,
 April 1st, 2009 to \$ 70.00,
 April 1st, 2010 to \$ 80.00,
 April 1st, 2011 to \$ 90.00
 April 1st, 2012 to \$100.00

Once a full-time employee has been employed for one (1) year, *two (2) years for employees hired after August 1st, 2007*, he will be eligible for the group insurance plan and he will have thirty-one (31) days to apply for coverage. After such thirty-one (31) days he will have to provide evidence of insurability for the entire family. Employees wishing to be covered under the group insurance plan prior to eligibility, but after completing their probationary period, may apply to the Company in

writing for coverage provided he prepays the full monthly premium or contributions and also provided that the insurance carrier will accept the coverage. Any default in one (1) prepayment by the employee shall terminate automatically the coverage.

Enrolment in the group insurance plan will be mandatory for all full-time employees, except for employees who can provide proof of coverage, acceptable to the insurance carrier, under a group insurance plan maintained by their spouse. Should the employee's coverage under his spouse's plan terminate, he will have to apply for coverage under this plan no later than thirty-one (31) days after termination. After thirty-one days, the employee will have to provide evidence of insurability for himself and his dependents before participation into the plan.

Employees will be paying 100% of the L.T.D. insurance out of their portion of the premium cost. Should their portion not be enough to cover the cost of the LTD the difference will be taken off the employee's pay. It is further understood and agreed that the employee must continue to pay his share of the premium while on LTD or his benefits will be terminated.

The benefits contained in the Health and welfare plan will be reviewed from time-to-time as the "carrier" provides the experience report and is requesting a change in premiums.

An employee must work a minimum of thirty (30) hours per week to remain eligible to the above-mentioned benefit plan.

An employee on lay-off may be covered for the Health and Welfare Plan for the first three (3) consecutive month period, except for LTD coverage in which case it will be a maximum of thirty-one (31) days commencing on his last day of work, provided he prepays the full monthly premium or contributions and also provided that the insurance carrier will accept the coverage. Any default in one (1) prepayment by the employee shall terminate automatically the coverage.

An employee's coverage under the above-mentioned plan will terminate if the employee quits, is terminated and not reinstated under the grievance procedure, he is no longer eligible, or the policy terminates, whichever is the earliest.

ARTICLE 45 - MEDICAL EXAMINATIONS

- 45.1 Any medical examination required by the Company and/or Federal or State legislation, or any medical examination required by Provincial Legislation for the purpose of maintaining a driver's license shall be promptly complied with by all employees provided, however, that the employer shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.
- 45.2 When a medical examination is required by the Company the following conditions shall apply:

- (a) Payment for medicals taken during working hours: If an employee takes a medical examination during the normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and one day's notice will be given the employee.
- (b) Report of Medicals: Upon request from an employee the result of his medical examination shall be made available to a doctor designated by him.
- (c) Medicals on Saturday: No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.
- (d) Away from Home Medicals: In the event the Company elects to have the employee examined in another city, which is not adjacent to his home terminal, he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.
- (e) Medical requirements applied by the Company shall not exceed that applied by the Department of Transport or I.C.C., whichever is applicable for the job the driver is to do, as it relates to driver's licenses.

In the event that an employee loses his driver's license as a result of the medical requirements applied by the Department of Transport, then he shall retain his terminal seniority for work preference and lay-off.

ARTICLE 46 - UNIFORMS

46.1 The Company will pay \$375.00 once every two (2) years, approximately May 15th, toward the purchase of employee uniforms. To be eligible employees must have worked for the Company at least one (1) year).

It is mandatory that all employees wear uniforms. Employees and uniforms to be clean, neat and tidy. Summer shorts may be worn but must be the same quality as the uniform.

46.2 All uniforms referred to above shall carry a Union label.

46.3 The Company reserves full prerogative to determine the colour, style and material of uniform.

46.4 The Company will pay effective the first year of this Agreement, seventy-five dollars (\$75.00) toward the cost of a pair of safety shoes after one (1) year of employment. This amount will increase by \$5.00 per year of the Collective Agreement.

ARTICLE 47 - UNSAFE WORKING CONDITIONS

47.1 The Company will not require employees to work under conditions contrary to any safety statutes or regulations.

ARTICLE 48 - SAFETY EQUIPMENT

48.1 The Company will supply all necessary tools and equipment required for any job an employee is required to perform.

ARTICLE 49 - TRANSPORTATION OF INJURED EMPLOYEE

- 49.1 If an employee meets with an accident occasioning personal injury after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury providing he is not receiving compensation for that day, and the Company shall supply transportation to a hospital or doctor and thence to his residence. The Company and the employee must mutually agree upon suitable transportation.

ARTICLE 50 - PRIVATE TRANSPORT - USE OF

- 50.1 When on special operations where the Company requests the employee to report to work at other than his home terminal, the Company shall supply his transportation.

ARTICLE 51 - TRANSFER OF EMPLOYEE'S EFFECTS

- 51.1 The Company agrees to supply a vehicle for moving the furniture and other personal belongings of any employee transferred to another terminal of the Company.

ARTICLE 52 - COMPANY MEETING

- 52.1 The Company agrees to pay the prevailing hourly rate of all employees compelled to attend Company meetings.
- 52.2 Drivers will be paid at the hourly rate for time spent while attending Safety & Compliance and work-related meetings.

ARTICLE 53 - PARKING

- 53.1 The Company agrees to provide a parking area at each of its terminals where employees may park their private vehicles free of charge.

ARTICLE 54 - LUNCHROOMS AND WASHROOMS

- 54.1 The Company agrees to maintain the lunchroom now in existence.
- 54.2 The Company agrees to supply at all terminals washing facilities, soap, including mechanics type clean up waterless soap, hot water, towels and drinking water.

ARTICLE 55 - BULLETIN BOARDS

- 55.1 The Company agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board, providing such notices are authorized and signed by an officer of the Local Union.

ARTICLE 56 - PASSENGERS

- 56.1 No employee shall be permitted to allow anyone except employees of the Company who are on **duty** or other transport drivers broken down on the highway to ride on his truck except by written authorization of the Company.

**ARTICLE 57 - LOSS OR DAMAGE TO CARGO
EQUIPMENT OR PROPERTY**

- 57.1 Employees shall not be assessed for loss or damage to cargo, equipment or property.

ARTICLE 58 - EQUIPMENT

- 58.1 It is to the mutual advantage of both the Company and the employees, that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- 58.2 It shall be the duty of employees to report promptly in writing to the Company all defects in equipment.
- 58.3 It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with all applicable Federal, Provincial or State regulations.
- 58.4 The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management.
- 58.5 The determination in respect to the condition of equipment shall rest with the qualified designee of the Company. A Union member shall not be so designated in instances where there is a difference of opinion. The Company agrees to post the name of the qualified designee(s).
- 58.6 It shall not be a violation of this Agreement for employees to refuse, for safety reasons, to operate equipment unless such refusal is unjustified.
- 58.7 Employees will not be held responsible for damage while towing or pushing a vehicle if instructed to do so by Management.

- 58.8 It is agreed between the Union and the Company having regard for safety and the employee's health factor, that all power units will have adequate heaters, wind-shield wipers and washers and defrosters installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alterations to retain adequate heat. Cabs shall be weatherproof. All power equipment shall be equipped with West Coast mirrors.
- 58.9 The Company will endeavour to keep speedometers in proper working order and reasonably accurate.
- 58.10 It is agreed that bad order forms shall be supplied for the employee on which to report defects in equipment with sufficient copies so that one can be held available for the employee and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A bad order form when made out by the employee will be signed by a representative of that Company. When a unit is bad ordered for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the Maintenance Department along with the bad order report. No employee or Company representative will remove the tag until the repair work is completed.
- A completed copy of the work order shall be attached to the tag left on the vehicle in order to show the work has been completed.
- 58.11 The Company shall not compel any employee to operate a vehicle in violation of any Provincial, Federal or State Statutes or Regulations.

- 58.12 The Company agrees to install on all units, adequate fenders to prevent road splash on the mirrors.
- 58.13 The Company to install a walk behind the cab of power units to facilitate hooking up lights, air lines, etc.

ARTICLE 59 - MAINTENANCE OF STANDARDS

- 59.1 The Company agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general conditions, shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 60 - APPENDIX HERETO

- 60.1 Appendix "A" attached hereto shall form part and parcel of this Collective Agreement.

ARTICLE 61 - GENERAL

- 61.1 The Company will pay for all time lost by members of the negotiating committee for all time lost during contract negotiations.
- 61.2 All drivers travelling between Brantford and Toronto on the hour, excluding emergencies, will be required not to stop for breaks between the two destinations.

61.3 Drivers will be paid one-half hour per week at the straight time hourly rate to wash the truck.

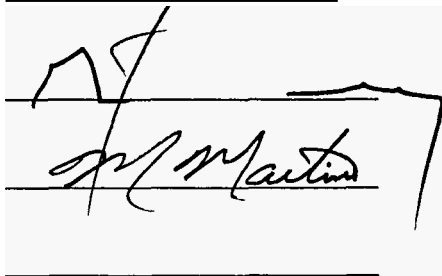
ARTICLE 62 - DURATION

62.1 This Agreement shall be effective from January 1st, 2008 to December 31st, 2012.

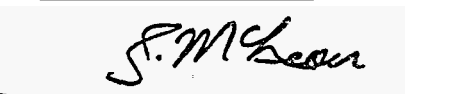
This Agreement shall be binding upon the parties hereto, their successors, administrators and executors.

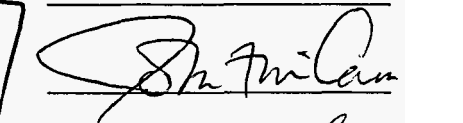
DATED at this 12 day of Dec 2008.


FOR THE COMPANY:

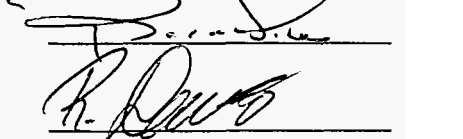


FOR THE UNION:





 Tyler Kermighan 879



APPENDIX "A"

RULES AND REGULATIONS

For the purpose of applying the disciplinary measures set out below, all infractions of these Rules and Regulations shall be removed from the employee's record after twenty-four (24) months from the date of the infraction.

Ignorance of Company Rules and Regulations cannot be accepted as an excuse for breach of rules.

Nothing in these Rules and Regulations shall deprive the employees of the right to challenge a penalty through the regular grievance machinery. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Criminal Code of Canada, Highway Traffic Act and Municipal By-Laws, State and Federal laws, shall be the responsibility of the employees, except those which are, by their nature the responsibility of the Company, in which case the Company shall supply a lawyer if court action is necessary.

The Union shall have the right to challenge through the Grievance Procedure, any warning letters and additional or existing Rules and Regulations the Company currently has or may institute which the Union considers to be unreasonable other than those contained in this Appendix "A".

Any employee requested to sign for the receipt of an Incident Report may be accompanied by a Steward. All penalties, reprimands and warning letters must be issued to the employee by Management above the level of dispatcher within seventy-two (72) hours, (Saturdays, Sundays and General Holidays excluded) from the time the infraction became known

with a copy to the Local Union, otherwise the penalty, reprimand or warning letter will be considered null and void.

- (a) Accidents for which the employee is at fault or for which his action or lack of action is a contributory factor, will result in disciplinary action which may range from a reprimand to subject to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency accidents. However, the employee will be absolved of blame if the accident is proven to be caused by mechanical failure and the Company will then be responsible for wages and expenses if the employee involved is required by the Company to appear in court relating to the accident. If the employee is found not at fault the reprimand and time off will be withdrawn and lost time will be paid by the Company.
- (b) Suspension for the investigation of an accident shall not exceed five **(5)** days (Saturdays, Sundays and General Holidays excluded). Employees shall be paid for all lost time during said investigation period should it be found that they were not at fault.

When an employee is required to be in attendance at any civil action involving the Company resulting from **an** accident in which a Company vehicle is involved he shall be reimbursed for all lost time and expenses so incurred.

- (c) Failure to report all accidents as soon **as** possible in accordance with Company posted instructions will result in the employee being subject to:

1st offense - 3 days off

2nd offense - subject to dismissal

Any employee involved in an accident or incident will be allowed up to twenty-four (24) hours to make out a written report on return to home terminal.

- (d) Employees involved in an accident or incident will be notified by the Company whether the accident or incident was a preventable or a non-preventable accident within thirty (30) days after the last day of the month in which the event occurred.
- (e) Any accident, incident or injury which requires any medical attention, which may result in a Worker's Compensation Board claim for medical attention or compensation, must be reported to the Company within twenty-four (**24**) hours, (Saturdays, Sundays and Holidays excluded). Failure to report:

- 1st offense - reprimand
- 2nd offense - 1 day off
- 3rd offense - subject to dismissal

2 - EQUIPMENT

- (a) Tampering with tachograph, governor or other safety devices:

- 1st offense - subject to dismissal

- (b) Unnecessary idling of equipment:

- 1st offense - reprimand
- 2nd offense - 1 day off
- 3rd offense - 3 days off
- 4th offense - subject to dismissal

- (c) Failure to ensure that units are properly hooked up and locking devices are engaged and landing supports are fully raised:

1st offense - reprimand
2nd offense - 1 day off
3rd offense - 3 days off
4th offense - subject to dismissal

- (d) Failure to ensure that power equipment is properly serviced for fuel, oil and water and checked before leaving the terminal where required by the Company:

1st offense - reprimand
2nd offense - 3 days off
3rd offense - 1 week off
subsequent offenses - subject to dismissal

- (e) Failure to properly protect cargo and equipment:

1st offense - reprimand
2nd offense - 1 day off
3rd offense - 3 days off
4th offense - 5 days off
subsequent offenses - subject to dismissal

- (f) Failure to report mechanical defects in equipment, if known:

1st offense - reprimand
2nd offense - 3 days off
3rd offense - subject to dismissal

- (g) Unauthorized use of Company motor vehicles:

1st offense - 1 week off
2nd offense - subject to dismissal

- (h) Failure to remain beside units while unloading where it is the responsibility of the employee for conducting or observing the unloading of the units:

1st offense - reprimand
2nd offense - 1 day off
3rd offense - 3 days off
4th offense - subject to dismissal

3 - CONDUCT AND BEHAVIOUR

- (a) Consumption or possession of intoxicants or illegal stimulants while on duty:

subject to dismissal

- (b) Reporting for duty while under the influence of **an** intoxicant or an illegal stimulant:

1st offense - subject to dismissal

- (c) Theft, dishonesty or wilful damage:

subject to dismissal

- (d) Failure to obey instructions of authorized personnel (names of persons in authority will be posted):

1st offense - reprimand
2nd offense - 1 day off
3rd offense - subject to dismissal

- (e) Deliberate disobedience of order of authorized personnel:

1st offense - 3 days off
2nd offense - subject to dismissal

- (f) An employee will not be discharged due to loss of his driver's license for a period of twelve (12) months from the date he loses it, during which time his seniority shall continue to accrue.
- (g) Late Time Deliveries when stipulated:
1st offense - reprimand
2nd offense - 1 day off
3rd offense - 3 days off
4th offense - 1 week off
5th offense - subject to dismissal
- (h) Leaving vehicle unattended while fueling:
1st offense - subject to dismissal
- (i) Having unauthorized passengers in the truck:
1st offense - subject to dismissal
- (j) Knowingly driving a Company vehicle without a valid drivers license:
1st offense - subject to dismissal

4 - REPORTS

- (a) Deliberate falsification of time cards or trip reports:
1st offense - 1 day off
· 2nd offense - subject to dismissal

5 - DRIVING BEHAVIOUR

- (a) Driving at speeds in excess of Government posted speed limits:

1st offense - reprimand
 2nd offense - 1 day off
 3rd offense - 3 days off
 4th offense - subject to dismissal

6 - ATTENDANCE

- (a) Reporting late for work without a reasonable explanation:

1st offense - reprimand
 2nd offense - 1 day off
 3rd offense - 3 days off
 4th offense - subject to dismissal

- (b) Any employee absent three (3) days excluding Saturdays, Sundays and Holidays due to illness must supply substantiating evidence satisfactory to Management when required. Failure to do so:

1st offense - reprimand
 2nd offense - subject to dismissal

- (c) Failure to notify the Company not less than two (2) hours before regular starting time when unable to report for duty with a reasonable explanation:

1st offense - reprimand
 2nd offense - 1 day off
 3rd offense - subject to dismissal