

SOURCE	CBRT		
COLLECTIVE AGREEMENT EFF.	27	08	27
TERM.	92	08	26
No. OF EMPLOYEES	53		
NOMBRE D'EMPLOYÉS	80		

<b>CBRT &amp; GW</b>
EFFECTIVE: Aug. 27/89
TERMINATES: Aug. 26/92
No. OF EMPLOYEES:
53

BETWEEN

MEYERS TRANSPORT LIMITED  
 HEREINAFTER CALLED "THE COMPANY"

AND

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT & GENERAL WORKERS  
 HEREINAFTER CALLED "THE UNION" 268

ITEM #1: PURPOSE

1.01: The purpose and intent of this Agreement shall be to establish mutually satisfactory relations between The Company and the Employees covered hereunder, to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and rates of pay as contained herein.

1.02: Meetings between the officers of the Union and officials of the company shall be held whenever deemed advisable to discuss matters of mutual concern.

ITEM #2: RECOGNITION

2.01: The Union will bargain as a group in negotiations for renewal of contract.

2.02: This agreement shall apply to all employees of the company working in and out of the Province of Ontario, including dependent brokers, and excluding foremen and dispatchers, those above the rank of foremen and dispatchers, office and sales staff, temporary employees, persons regularly employed for not more than twenty-four hours per week, and students employed for the school vacation period.

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3: It is further understood and agreed that new employees all not be included in the bargaining unit covered by this agreement until they have completed their probationary period. However, they shall receive wages as outlined in Appendix "A" of this agreement. After the probationary period, all eligible employees must join the **organization** and maintain their membership during the period of their employment with the company.

2.04: As a condition of employment, all eligible employees shall join the Union, and shall maintain their membership during the term of this agreement and any extension or renewal thereof; such membership to take effect within Sixty days from date of hiring in the case of new employees.

2.05: As a condition of employment, each employee shall sign a form **authorizing** the company to deduct the regular monthly dues of the Union from his final pay during the month. The Union initiation fee shall be included in the first month's deduction.

2.06: The Union shall supply the company with the necessary forms which shall be signed by all employees covered by this agreement as may be required, and by all new employees thereafter on the day of hiring. All completed membership applications shall be remitted to the Union promptly. Each completed dues deduction **authorization** shall be retained by the company, and shall be returned to the Union promptly upon termination of an employee's employment.

2.07: The company shall remit promptly by cheque to the Canadian Brotherhood of Railway Transport & General Workers Union, 2300 Carling Avenue, Ottawa, the total amount of dues and initiation fees deducted along with a list of the employees from whom deductions were made. Dues deductions shall be shown on T4 slips. The Company will provide a copy of the monthly dues list to the local Chairman. The Company will include hiring date at the time of an employee's first monthly deduction.

2.08: The company agrees not to enter into any agreement or contract with its employees either individually or collectively which in any way conflicts with the terms and conditions of this agreement.

2.09: The Company will, whenever **practicable**, notify the local Chairman of any rule changes prior to implementation.

ITEM #3: MANAGEMENT RIGHTS

3.01: The Union **recognizes** the right and authority of the company to exercise its managerial functions, provided that all employees covered by this agreement shall be treated with equal

justice without violating the terms of this agreement, and all employees shall be entitled to **utilize** the provisions of this agreement for the review and adjustment of grievances.

ITEM #4: STEWARDS

4.01: The company acknowledges the right of the Union to designate one or more stewards to assist employees with grievances. The Union shall inform the company in writing of the names of such officials and of any changes.

4.02: The activities of a steward shall not interfere with the regular operations of the company. The company shall notify the Union prior to the suspension or discharge of any steward of chief steward.

4.03: In the event of a lay-off necessitated by a shortage of work, the steward or chief steward concerned shall be retained in the work force and shall only be laid off prior the the **2nd** senior employee, provided however that this arrangement shall not interfere with the maintenance of an efficient work force, For work preference, the steward or chief steward shall enjoy his own seniority or that of the last man called in his department excluding the senior employee, whichever is the greater. Providing however that nothing herein shall interfere with the company's requirements for the maintenance of an efficient work force,

4.04: The company shall not refuse permission to any representative of the Union upon request to enter the company's premises in the administration of the agreement. Other activities on company premises shall only be with the consent of the company. Any officer or stewards of the Union shall have the right to check the dispatch sheet in the case of a complaint or grievance after having cleared the same with management.

ITEM #5: GRIEVANCE PROCEDURE

5.01: In this article, a grievance shall concern the interpretation and application of any clause in this agreement, alleged violation of the agreement, and alleged abuses by supervisory personnel in the treatment of employees. Any question of whether a dispute is a grievance may be taken up through the grievance procedure, and if necessary, carried to arbitration.

5.02: Any employee having a grievance shall first discuss same with an official of the company not later than Seven days (Saturdays, Sundays and observed holidays excepted) from the time the complaint arose. The employee may be accompanied by his steward. He shall be given an answer within Seven days (Saturdays, Sundays and observed holidays excepted) from the time discussion took place.

5.03: Failing settlement above, the employee and the steward shall meet with the local manager of the company or his appointee within Seven days (Saturdays, Sundays and observed holidays excepted) in an effort to reach a settlement. The grievance shall be submitted in writing at this stage. The local Manager will reply in writing within seven (7) days of the meeting.

5.04: Failing settlement above, the Union shall present the grievance to the general manager of the company within Fourteen (14) days after receiving the reply from the local Manager. The General Manager shall reply to the grievance in writing within fourteen (14) days of receiving it.

5.05: If no settlement is reached, the grievance shall be submitted for final settlement to arbitration within thirty (30) days of the General Managers reply. Failing this, the grievance will be deemed settled in accordance with that reply. In any of the preceding steps. the presence of a representative of the Canadian Brotherhood of Railway Transport & General Workers Union may be requested by either party.

5.06: Where arbitration is required, the arbitration provisions contained in "Canada Labour Code" shall be used.

5.07: Each of the parties hereto shall bear the expenses of its representative on the Board of Arbitration, and one half the expenses and fees of the Chairman of the Board.

5.08: It is mutually agreed that every effort shall be made to settle grievances with the least possible delay.

5.09: Within Five calendar days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

5.10: It shall be understood that the settlement of a grievance shall not interfere with the regular operation of the company.

5.11: No decision of the Board of Arbitration shall be given which is inconsistent with this Agreement or which purports to alter, modify or amend any part of this Agreement.

5.12: The Board of Arbitration shall consist of Three persons. One to be appointed by the company, one to be an appointee of the Union, and the third shall be the Chairman by the two so appointed.

5.13: The notice requesting the establishment of a Board of Arbitration to deal with a grievance shall contain the name of the nominee of the party giving notice. The party receiving the

notice shall within Five days (Saturdays, Sundays and holidays excepted) of the receipt of such notice, advise the party giving the notice in writing as to the name of it's nominee. If no such notice is given, the party giving the notice shall apply to the Minister of Labour for the who shall, under the Canada Labour Code, appoint the nominee. It shall be the responsibility of the two nominees so appointed to, within Seven days, agree upon a Chairman, and in the event that the nominees fail to reach agreement as to the name of the Chairman, it shall be the responsibility of the nominee of the party serving the original notice to ask the Minister of Labour to appoint a Chairman.

**5.14:** The Board of Arbitration so constituted of Three members shall then forthwith consider and determine the written grievance and the decision of a majority of the members of the Arbitration Board shall be final and binding on all parties concerned. Should there be no majority decision, the decision of the Chairman shall govern.

**5.15:** The Union **recognizes** and agrees that Stewards have regular duties to perform in connection with their employment. In accordance with the foregoing, the company will compensate stewards at their hourly rate of pay for the time spent during their regular working hours in conferences between the stewards, the employee and management held under this agreement. Stewards will not be compensated for time spent prior to or beyond their regular working hours, "**Conferences**" as used herein shall not include the negotiation of the agreement or of renewals thereof.

ITEM #6: SENIORITY

**6.01:** On lay-offs, the company shall **apply** the principle of "last on, first off", provided however, that this arrangement shall not interfere with the maintenance of an efficient work force. On rehiring, the principle of "last off, first on" shall be applied. Seniority shall be terminal wide as regard to highway drivers and local drivers and all other employees. On lay-offs of more than three days, seniority may be used to bump into other departments providing an employee is competent to do the work required. Employees shall advise the company within twenty-four hours of personal notification (Saturdays, Sundays and observed holidays excepted) of intent to return to work. For the purpose of seniority in dispatching, Brokers shall fall into the seniority list with other non-broker employees according to the date of hiring. Brokers may bid only on jobs designated by the company as open to brokers.

6.02: Brokers Clause: Should the company decide to employ broker drivers, it is agreed that they should be members of the Union. Employees will be given first option to become broker drivers and no Union member would be laid off directly as a result of the hiring of a broker driver,

6.03: The Company will provide the Union with revised Seniority lists once every six (6) months.

It is the duty of employees to notify the company of any change of address or phone number. Any communication by the company to an employee shall be deemed valid if sent to the last known address on record with the company.

6.04: Employees must take a minimum of eight (8) hours off between runs at their home terminal and will be allowed a minimum of ten (10) hours off if they so choose.

6.05: Seniority shall commence Sixty calendar days from the date of hiring, and shall be reckoned from the date of hiring. An employee off work because of sickness or accident, after he has acquired seniority shall be listed for seniority rating according to his date of original hiring. The Company agrees that if a driver service employee is engaged at a terminal for over ten (10) consecutive weeks, and if there is a definite full time job available at that terminal after that period, the Company will hire a regular employee.

6.06: It is agreed that an employee's seniority shall be based on the length of his service with the company irrespective of position held.

6.07: Seniority shall be considered broken for any of the following reasons:

- A. - Voluntary termination of employment.
- B. - Employee discharged and not reinstated under grievance procedure.
- C. - Exceeding leave of absence granted by company without securing a written extension.
- D. - Failure to report for work within Seven days of notification.
- E. - Acceptance of employment other than agreed upon by the company and the Union while on leave of absence, except for medical reasons or when such employment is within the Union.
- F. - Failure to be recalled from layoff within twelve (12) months.

6.08: An employee desiring a leave of absence shall obtain written permission from the company. The Union shall be notified of

all leaves of absence granted.

**6.09:** An employee subjected to disciplinary measure shall retain all seniority rights when the penalty ends.

**6.10:** In the event of a complete closure of a terminal or department where separate seniority is maintained and where the work is moved to another terminal or terminals, under the jurisdiction of this agreement, the Company will allow employees to dovetail their seniority dates with those persons already employed at the terminals to which they are moved. The Company will have the sole authority to decide the number, and location and type of opportunities available at the other terminals. If the Company requires driver service employees at a terminal such work will first be offered to laid off employees from that terminal. Laid off employees from other terminals will be considered for such drivers service work providing mutually acceptable arrangements can be made.

#### ITEM #7: DISCHARGE AND SUSPENSIONS

**7.01:** A grievance concerning a discharge shall not be entertained which is not filed with the company in writing within Seven days (Saturdays, Sundays and observed holidays excepted) of the time of discharge. Where an employee is discharged at a foreign terminal, the hourly limitations shall commence at the time of his arrival at his home terminal. Discharge grievance shall follow grievance procedure aforementioned.

**7.02:** A driver suspended or discharged away from his home terminal shall receive transportation to his home terminal.

#### ITEM #8: STRIKES AND LOCK-OUTS

**8.01:** There shall be no lock-out by the company or any strike, sit-down, slow down, work stoppage or suspension of work, either complete or partial, for any reason by the employees during the term of this agreement.

#### ITEM #9: EQUIPMENT

**9.01:** It shall be the duty of the company in accordance with the Government regulations to maintain vehicles in a safe operating condition and equipped with safety appliances required by law.

1. **Employees** shall report promptly to the company in writing all **defects in** equipment. The senior qualified maintenance man on the premises, or where necessary, the senior qualified representative of the company present, shall be responsible for the condition of all equipment.

**9.02:** It is agreed that the company shall have adequate heaters, windshield wipers, washers, and defrosters in all units. Radios will be placed in all units purchased after January 1st, 1979 intended for regular highway use.

**9.03:** Forms will be provided to report all defects in equipment. Employees will report all defects on these forms, and the company will ensure that any such defects are repaired without undue delay. The company will keep a copy of each report on file, and the employee making the report may keep a copy if he so desires. If a vehicle is judged unsafe for the road, it is the responsibility of both the company and the employees to ensure that this unit is not dispatched out prior to repair.

#### ITEM #10: BULLETIN BOARD

**10.01:** The company agrees to permit postings of any Union activities on the company bulletin board.

**10.02:** New or replacement positions within the company must be posted. If an employee is not accepted for the posted positions, he alone, or with the Union representative, shall be given an explanation and be allowed a Fourteen day period to grieve.

#### ITEM #11: UNIFORMS

**11.01:** If an employee wishes to wear a uniform, after Six months seniority, the company shall pay fifty-percent of the purchase cost for one uniform each year. The cost of maintaining the uniform shall be paid by the employee.

If a driver prefers to rent a uniform for one year rather than buy, then he may do so with the company paying fifty-percent of the rental cost up to a maximum of one-half the cost of a new uniform as of January 1st in the rental year.

**11.02: Safety Shoes:** The cost to be shared equally by the company and the employee. Maximum total cost of shoes or boots to be year 1-eighty three dollars, year 2 -eighty six dollars, year 3 -ninety dollars. Employees to be entitled to one pair of safety shoes or boots per year after one year of employment with the company.



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11:03

11.03: Uniform to consist of the follow.  
two pairs trousers, three shirts (two :  
sleeve), one jacket (windbreaker with :

11.04: The company to have the right i:  
style.

11.05: Coveralls cost to be absorb:  
employee to be supplied one pair of co:  
months of employment with the company.

11.06: It is the drivers responsibility to keep his uniform as  
clean and neat as reasonably possible at all times and to wear  
his uniform regularly.

11.07: The Company will provide **three(3)** sets of coveralls for  
maintenance employees with a weekly cleaning service.

ITEM #12: LOSS, SHORTAGE OR DAMAGE TO CARGO

12.01: In a case where one employee picks up a load or shipment,  
and another delivers the same load or shipment and therefore two  
or more are involved, all shall be charged with the loss,  
shortage or damage, unless it is proven to the satisfaction of  
both the Union and the company that one or more employees are or  
are not to blame. In such cases, only those found negligent will  
be charged.

12.02: The company shall have up to Ten days from the date of  
filing of claim by the customer to register a claim with the  
employees, who may register a grievance should they fail to  
agree with the claim. A notice of any such claim shall be placed  
in the employee's bonus credits.

ITEM #13: SAFE DRIVING AWARDS ASSOCIATION

13.01: The company to keep safe driving awards association in ef-  
fect for the drivers.

13.02: Canada Savings Bond payroll deductions will be available  
provided that four or more persons request them.

ITEM #14: BEREAVEMENT PAY

14.01: An employee who has attained seniority will be granted up  
to Three days leave of absence with pay for time lost from work  
for the purpose of making arrangements and attending the funeral

in the event of the death of his spouse, parent, child, mother or father-in-law, brother, sister, son or daughter-in-law. Such possible days of absence shall be between the day of death and the day of the funeral inclusive. In any event, the employee shall not be entitled to receive any pay hereunder as to any day upon which he would not otherwise have been scheduled to work for the company.

In addition, each employee is entitled to one day off with pay to attend the funeral of a grandparent, grandchild, brother-in-law or sister-in-law and leave of absence up to three days without pay will be granted in the event of a close relative's death.

#### ITEM #15: STATUTORY HOLIDAYS

15.01: The following holidays will be observed:

.New Years Day	Labour Day
*Good Friday	Thanksgiving Day
Victoria Day	.Christmas Day
'Dominion Day	.Boxing Day
Civic Holiday	

15.02:

All employees laid off or working short hours and who have worked any time in the Seven working days, excluding Saturdays and Sundays, preceeding the holiday will be entitled to pay for the holiday provided that sick benefits are not being supplied through the Group Insurance Plan. Employees legitimately ill for a period not exceeding Seven working days, Saturdays and Sundays excluded, prior to the holiday shall be paid for the holiday. In case of illness, the company may require a doctor's certificate supplied by the employee to substantiate reasons for absence.

15.03: If an employee is required to work on any of these holidays, he shall receive pay at the rate of time and one half for the time worked in addition to his regular statutory holiday pay.

15.04: If an employee is required to work between 12:01 AM and 8:00PM Sunday, he will receive pay at the rate of double time for such hours worked. After 8:00PM Sunday he will receive pay at the regular straight time rate.

15.05: When one of the observed holidays falls on a Saturday or a Sunday, the day proclaimed shall be the day observed.

15.06: An employee shall not be entitled to be paid for the afore-mentioned holidays until such time as he has been an employee of the company for Sixty calendar days.

15.07: Should there be loads that must be moved on the eve of an observed holiday, the most junior highway drivers may be required to accept such dispatches.

15.08: Drivers will be paid the average of the employee's daily earnings exclusive of overtime to maximum of nine hours for local drivers and ten hours for highway drivers. To be paid for a statutory holiday drivers must be available for work both the day before the holiday and the day after the holiday. Exceptions will be made in the case of illness.

ITEM #16: VACATION WITH PAY

16.01: Employees with less than one year of employment by June 30th of any year shall receive Four percent of his total earnings (which excludes vacation pay) as vacation pay.

16.02: Employees who have between One year and Six years employment by June 30th of any year shall receive Four percent of his total earnings of the previous year and Two weeks off.

16.03: Employees who have between Six years and Twelve years of employment by June 30th of any year shall receive Six percent of his total earnings of the previous year and Three weeks off.

16.04: Employees who have completed between twelve and twenty five years of employment by June 30th of any year shall receive Eight percent of his total earnings of the previous year and Four weeks off.

16.05: Employees who have completed twenty-five years of employment by June 30th of any year shall receive ten percent of his total earnings of the previous year and five weeks off.

16.06: An employee who in any year severs or has severed his employment, shall receive at the time of the severance, or as soon as reasonably possible thereafter, vacation pay computed at the proper percentage in accordance with the length of employment with the company as set out above.

16.07: Any of the statutory holidays falling within an employee's annual vacation shall be paid for in accordance with article 15.08, in addition to the employee's annual vacation pay, providing the employee is available for work on the normal shift preceeding and following his annual vacation.

16.08: The choice of vacation period shall normally be according to seniority; and it is agreed that employees, as much as pos

sible', will choose vacation periods such that they fall within the slower periods of company operations.

16.09: No employee shall take more than two consecutive weeks vacation at any one time. Any employee desiring to take more than two weeks vacation at one time must make a written request at least six weeks prior to the requested time to the company. The request shall be considered by the company and if felt necessary or advisable, the Union executive shall be consulted. In all cases, the employee making the request shall be given an answer to his request within fifteen days of the company receiving the said request.

ITEM #17: WORK ALLOCATION AND HOURS

17.01: All jobs will be bid annually and job bids will take effect on the **monday** of the first pay period in March of each year. The company will designate which jobs will be open to brokers only. All employees will have the opportunity to bid on new runs as they come into existence. Seniority will always be the deciding factor, provided employees are equally suitable and competent to perform the required **tasks.** Management will call in employees to sign the bid sheet by seniority. A completed **copy** shall be given to the Union when the process is completed. Jobs may be bid in the following departments:

Local  
Dock  
Maintenance  
Ontario Highway and Moving  
U.S. Highway  
Ontario Spare  
U.S. Spare

Only dock employees may bid on dock jobs; only maintenance employees may bid on maintenance jobs; only drivers may bid on drivers jobs; and brokers may only bid on jobs designated by the company as open to brokers.

17.01: (b) Any new job bids that occur after the bids have closed will be posted for seven (7) days . The next two (2) vacancies resulting from a successful bid on the new job will be posted in the same manner. Any **vacancies** resulting there-from need not be posted. Successful bidders will be moved as soon as practicable.

17.01: (c) The Moving Bid will be for a two (2) year term unless the incumbent employee bid on the job as the junior employee with no choice.

17.01: (d) Any employee who bids a permanent route or assignment within a department must remain on that bid for the full year.

17.02: Once a person has been accepted for a position he shall be responsible for the duties associated with that position as interpreted by dispatch throughout the one year period, except for reasons that the run is discontinued, of health, or upon mutual agreement between the company and the employees directly concerned. Employees shall lose their seniority for the remainder of the one year period when transferring for any other reason.

17.03: Work which does not fall under any defined position or is in excess of what the persons responsible for the position are capable of performing within the company's time requirements will be classed as extra work. Such extra work will be allocated among available employees on the basis of seniority within each department provided the drivers are qualified.

17.04: A driver who prefers not to accept the extra r k allocated in the above manner drops to the bottom of the available driver list for the remainder of the **day**. **Drivers** are encouraged not to refuse allocated loads because of the dispatch complications that arise. **However, in** the event that a load is refused by all permanently classed drivers available within a given department then the least senior available driver, within the department must undertake to perform the required task. That is local drivers cannot refuse a local run and expect highway driver to run it and highway drivers cannot refuse a highway load and expect a local driver to run it.

17.05: Dispatch will whenever practical contact drivers each afternoon advising them of their starting time and duties for the following day. However, if no communications between dispatch and the driver is practical then the driver must accept the written instructions left for him by dispatch. No driver-requested changes will be made in the dispatch after 5:30 P.M. of the preceding day.

17.06: Everything being equal, senior employees available within each department will be given the first opportunity to work in their department on the Sixth day of operations. However, in the event that work is declined, the company reserves the right to allocate the work to the least senior suitable employee.

17.07: Drivers held over shall be given preference for first return loads. When a driver is held over, away from home terminal, layover pay will commence after ten hours off duty and continue for up to ten hours; if he is held over beyond these twenty hours, layover pay will commence again after fourteen further hours off duty and continue for up to ten hours. The latter process will be repeated each twenty-four hours until the driver is given a return load.

17.08: In the event of change of schedules, employees will be given two hours notice before being expected to report for work wherever practicable. Sunday night work will be dispatched before 1:00 P.M. the preceding Saturday, wherever possible or at least twenty-four hours prior to the time of dispatch and drivers must obtain instructions by that time.

17.09: When a driver is requested by management to transfer to another job for various reasons, such as shortage of work, there will be no less in rate of pay i.e.: driver to mechanic helper, employee will receive drivers rate of pay.

17.10: Hours worked over fifty per week for local drivers and over sixty for highway drivers will be paid at time and one half. Hours worked by dock and maintenance employees over eight in a day or forty in a week will be paid at time and one half.

17.11: The local area will be defined as any point within the total area enclosed by a circle drawn with home terminal as the centre and a radius of forty-miles (sixty-five kilometers). Available local drivers will be given priority on all trips within this area. In addition, runs between Lindsay and Campbellford will be considered local movements. If a local tractor driver goes beyond this area during a continuous working period he will receive the highway driver rate of pay for the entire day. In this event he shall be paid one and one-half times his local rate of pay for all hours worked in excess of fifty hours that week, Detailed maps are attached (Appendix E) of each local zone.

Available highway drivers will be given priority on all runs outside of this area.

If it becomes apparent that the allocation of a trip according to the seniority situation will lead to overtime by week's end then a less senior driver not expected to earn overtime may be selected for the trip. This decision will not be made until it is obvious that the allocation of the trip to the senior driver would clearly lead to overtime. A highway driver will not be required to do local work while a local driver runs a highway load.

17.12: All time payments of drivers which shall include breakdowns or other unavoidable delays, shall be calculated at the prevailing hourly rate of the driver. Any claim for pay must be accounted for by the drivers on a form provided and approved by the company's representative in charge.

17.13: The hourly rates in attached Appendix "A" shall apply.

17.14: The company will provide sleeping accommodation at a reasonable cost for the area when requesting a driver to stay away from home overnight. In addition, effective ratification the driver will receive up to twenty dollars, effective August 27, 1990 Twenty three dollars (Canadian money if spent in Canada, American money if spent in the United States) toward expenses after twenty-four continuous hours away from home, After each succeeding eight hours continuously away from **home, effective** ratification they will receive an additional eight **dollars, effective** August 27, 1990 Ten dollars (Canadian money if spent in Canada, American money if spent in the United States). **Receipts** must be presented.

17.15: Local drivers will be compensated at the highway driver rate for each run that originates or terminates outside the local area, but will not be reclassified as highway drivers until there is evidence of a need to increase the number of highway drivers.

17.16: The person choosing the household moving position will operate primarily under his seniority as a highway driver but will retain his local seniority. The moving lead hand will have his **seniorty** on the highway in the event there is no work on the moving truck.

17.17: If conditions require that a run commencing at Terminal "A" be done by a tractor which is stationed at Terminal "B", an available driver will be chosen from Terminal "A" whenever this is practical and efficient.

17.18: The company may hire drivers from time to time who do not have adequate driving experience in the opinion of the company. It will pay these drivers a lower wage, to be negotiated with the union, during their training period. The training period will be six months, and the wage will increase gradually during that period, meeting the regular driver wage at the end of the period. During that period the person will ride with other drivers, work on the dock, in the office, or in the shop as required, and spend all the time deemed necessary in classroom instruction and **on-**the-job training. All the terms and conditions of the normal probationary period will apply. Opportunities for training and upgrading of skills and position will be given with due regard for seniority of regular employees; that is, trainees will not be allowed to leap frog over regular employees, provided that the regular employee is willing and able to train for the higher position.

ITEM #18: GENERAL

18.01: Employees handling hazardous material shall be supplied by the company with any and all equipment (rubber clothing, goggles,

.safety helmets, etc.) to protect the employee's person, also for loads consisting of soya beans or grain in rack trailer.

18.02: The company agrees to provide clean, sanitary and adequate facilities in respect to washrooms in each terminal.

18.03: Employees covered by this agreement, called in for work shall receive no less than Four hours pay on any normal work day from Monday to Friday inclusive, and no less than Four hours pay on any Saturday, Sunday or holiday.

18.04: All employees who have a regular starting time or who are on scheduled runs will not be required to contact the company before reporting for work.

18.05: Employees shall not take more than one continuous hour for meals. However, should the taking of a full hour for meal cause additional waiting time, the company may request the employee to take not less than thirty minutes. No employee shall be compelled to take more than one continuous hour for lunch.

18.06: All hourly rated employees shall be allowed a Ten minute coffee break in the first half shift and in the second half shift without loss of pay. It is understood that this privilege shall not be abused and it shall be the drivers responsibility to arrange the taking of the coffee break so as to cause a minimum of delay in the performance of their work.

18.07: All employees shall be supplied an account showing the amount earned by hours and pay deductions with their pay in an envelope on each pay day.

18.08: Drivers shall not be held responsible for damage while towing or pushing a vehicle if instructed to do so by the company.

18.09: Management will not perform work normally done by employees if such performance would lead to the lay-off of an employee as a result of a lack of work.

18.10: A part-time employee shall be considered an employee working twenty-four hours or less per week. When a part-time employee's work exceeds Twenty-four hours per week, he shall, commencing with the week he exceeded the Twenty-four limitation, be considered a full-time employee and all conditions of this agreement shall then apply.

18.11: The company agrees that before any new basic forms of transportation are introduced, the company and the union will arrange a meeting to discuss the matters involved.





18.12: If any Government Legislation is introduced that would restrict employees to a Forty hour standard work week, the company and the union shall meet Thirty to Sixty days prior to the effective date of such legislation to negotiate amendments to this agreement with respect to such legislation.

18.13: The regular monthly dues of the union shall be deducted from brokers.

18.14: Drivers who run into the US must report all moving traffic violations (on duty or off duty) to the Company.

18.16: Attendance at training & safety sessions will be mandatory Employees & Brokers will be paid at the straight time rate for each hour of such attendance and such time will not be used in determining overtime entitlement. Further, the call in provisions shall not apply, but a minimum of three hours will be paid.

ITEM #19: DURATION

19.01: This agreement shall become effective on Ratification, and shall remain in full force and effect until August 26th, 1992.

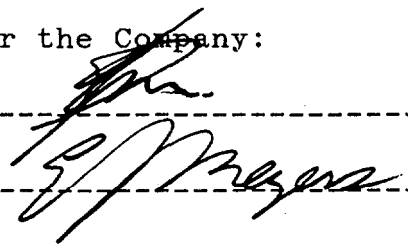
19.02: Either party may give notice in writing to the other party within a period which shall not be more than Ninety days, nor less than Thirty days, prior to the date of expiry, of its intention to terminate the agreement or seek amendments thereto, and in the latter case, the present agreement shall remain in full force and effect until the next agreement is signed.

19.03: Negotiations shall commence within Fifteen days of the giving of notice by either party.

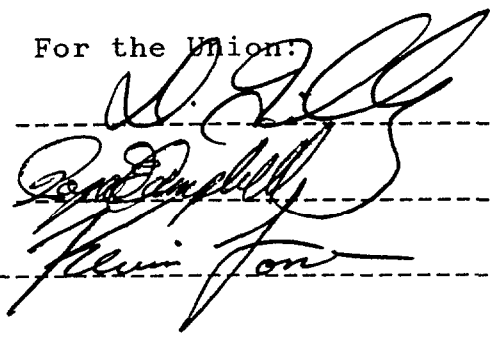
This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Dated at Peterborough, this 22nd day of November, 1989.

For the Company:

  
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For the Union:

  
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LOCAL DRIVERS: To qualify as a tractor driver, the driver must be deemed competent by the company to operate a tractor trailer safely and efficiently. This requires a minimum of Six months tractor experience, and drivers learning to drive tractors will not be compensated at the higher rate for occasional runs given to them during that period.

Once a driver has qualified to drive tractors, he will be paid at the tractor rate, regardless of whether he drives a tractor or a straight frame.

Local drivers asked to work in Toronto or beyond will be compensated at the highway driver rate for the run, but will not be reclassified as highway drivers until there is evidence of a need to increase the number of highway drivers.

MILEAGE RATE: A mileage rate as per the above will be paid on all trips that go beyond the province of Ontario, The mileage will be calculated as per the Household Goods Mileage Guide No. 12.

APPENDIX "A"

EFFECTIVE DATE:	RATIFICATION	AUGUST 20/90	SEPT 1/91
HIGHWAY	\$12.77	\$13.35	\$14.08
LOCAL TRACTOR	\$11.82	\$12.40	\$13.13
STRAIGHT TRUCK AND DOCK	\$10.97	\$11.46	\$12.10
MOVING HELP AND NOVICE DRIVER	\$ 7.95	\$ 8.31	\$ 8.76
MECHANIC	\$13.25	\$13.85	\$14.61
MECHANIC HELPER	\$ 9.01	\$ 9.42	\$ 9.93
MOVING HELP SKILLED	\$ 9.01	\$ 9.42	\$ 9.93
GENERAL SERVICE	\$ 7.95	\$ 8.31	\$ 8.76
UTILITY	\$11.13	\$11.63	\$12.27
MILEAGE RATE (extra-provincial)	28 cents	28.5 cents	29 cents

HIGHWAY DRIVERS:

To qualify for the highway driver rate, the driver must be deemed competent by the company to drive a tractor trailer in and beyond Toronto on a regular basis, and be ready, willing and able to do same when called **upon, recognizing** that the higher rate is to compensate for the unusual hours as well as the higher level of ability required.

If due to lack of work, a highway driver is offered local work, he will be paid at the highway driver rate.

The lead hand for moving will be paid fifty cents per hour above the highway driver rate.

The lead hand on the dock will be paid at the highway driver rate.

APPENDIX "B"

SENIORITY LIST

CAMPBELLFORD TERMINAL

	<u>D. M. Y.</u>	
Fred Pettifer	01/06/51	
Marvin Lockhart	14/03/77	
Glenn Hagerman	01/08/80	
John Sharp	30/06/77	Transferred 03/06/82
John Spencer	14/06/83	
Murray Shaw	10/07/83	
Keith MacAlpine	11/01/84	
Jim Edgar	26/03/86	
Kevin Fone	19/01/87	
Doug McMurray	15/10/87	
Brent Bell	04/01/88	
Greg Fry	02/05/88	
Rick McLeod	21/03/89	
Malcolm Wright	31/08/89	
Rick Vandeven	02/10/89	

LINDSAY TERMINAL

Bob Gaudette	23/01/78
John Calvert	03/10/78
John Bianco	01/11/82
Bill Langdon	05/03/84
Bill Cunday	04/03/85
K e n Cunday	01/06/89

COBOURG TERMINAL

Harry Irvine	01/12/82	
Dave O'Connell	04/07/83	
Hilton Duckworth	27/08/84	
Ted Brooks	21/05/85	
Barry Wicklum	20/08/85	Transferred 12/9/85
James Varcoe	10/03/86	
Harold McKnight	11/09/86	
Joe McClave	08/09/87	
Darryl Dowler	27/02/89	

TORONTO TERMINAL

John Francis	14/09/87
Maurice Davies	17/02/88
Dave Patterson	02/05/88
Lawrence Crowe	28/11/88
John Jones	03/04/89
Curtis Watts	05/06/89
Doug Hillier	03/04/89
Jim Kelly	21/08/89

## APPENDIX "C"

### RULES AND REGULATIONS

The following rules and penalties to be charged for their violation are to be placed in effect.

Five hours pay, at the option of management, may be deducted from the annual bonus in place of each "Days Off Penalty".

The company **may** add rules to this list, provided it gives the union Thirty days notice in writing of the addition.

#### 1. ACCIDENTS

- (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 "Reprimand" to "Dismissal" according to the seriousness of the accident, the degree of negligence or carelessness and frequency of accidents.
- (B) Failure to report any accident as soon as possible will result in the employee's being subject to dismissal.

#### 2. EQUIPMENT

- (A) Tampering with **tachograph**, governor or other safety device: Subject to Dismissal.
- (B) Diesel engines must be idled at least three (3) minutes after coming off the road before shut down; also they must not be allowed to idle more than fifteen (15) minutes at any one time without special **authorization**.  
1st offence = 2 days off  
2nd offence = 1 week off  
3rd offence = subject to dismissal
- (C) Failure to ensure that units are properly hooked up and locking devices engaged and trailer support fully raised:  
1st offense = 1 day off  
2nd offense = 3 days off  
3rd offense = 1 week off  
Subsequent Offenses = Additional time off to dismissal.

(D) Failure to ensure that power equipment is **properly** serviced for gasoline, oil and water before leaving the terminal:  
1st offense = reprimand  
2nd offense = 3 days off  
3rd offense = 1 week off  
Subsequent **Offenses** = Subject to dismissal.

(E) Failure to properly tarp cargo and equipment:  
1st offense = 3 days off  
2nd offense = 1 week off  
Subsequent **Offense** = Subject to dismissal.

Note: All loads, other than asphalt roofing materials, will be **tarped**, unless specifically approved otherwise by dispatch,

(F) Failure to keep cab interior free of all refuse while on duty:  
1st offense = reprimand  
2nd offense = 3 days off  
3rd offense = subject to dismissal

(G) Failure to report mechanical defects in equipment if known:  
1st offense = 3 days off  
2nd offense = 1 week off  
Subsequent **Offenses** = Subject to dismissal.

(H) Failure to maintain a respectable personal appearance:  
1st offense = reprimand  
2nd offense = 3 days off  
3rd offense = 1 week off  
4th offense = subject to dismissal

(I) Failure to visually check load both to ensure that the freight is properly loaded and to ensure that the load matches the bills:  
1st offense = reprimand  
2nd offense = 1 day off  
3rd offense = 3 days off  
4th offense = subject to dismissal

(J) All tires are to be checked before leaving the yard and every seventy miles (100 kilometers) thereafter. All tires should also be checked upon returning to the yard.  
1st offense = reprimand  
2nd offense = 3 days off  
3rd offense = 1 week off

PETERBOROUGH TERMINAL

Tom Rylott	16/02/76
Stewart Cameron	13/04/81
Gary Rattu	21/07/86
Harry Crann	11/09/86
Barry Elkiw	29/09/86
Ted Michalos	20/10/86
Jim Picken	25/05/87
Larry Delyea	15/06/87
Bryan Riley	30/06/87
Bill Trainer	24/05/88

TRENTON TERMINAL

Jack Rowe	01/06/55
Keith Tompkins	22/10/75
Larry Tyrrell	24/09/79
David Rowe	02/01/84
Fred Ward	03/09/85
Wayne Campbell	07/10/85
Stan Kynnersley	06/05/87
Fred Heasman	22/02/88
Rick Montgomery	13/05/88
Carl Smith	11/08/88
Don Cook	19/09/88
Gary Wager	25/10/88
Dale Dempsey	21/12/88
Kevin Reid	06/02/89
Gerald Horne	06/07/89
Bill Brant	10/07/89
Joseph Holm	01/09/89
Doug Montgomery	08/09/89

Subsequent Offences = Subject to dismissal.

CONDUCT AND BEHAVIOUR

- (A) Consumption of or possession of intoxicants or illegal stimulants, opened or unopened, while on duty. The term "on duty" shall mean any time from the beginning of a shift to the end of a **shift, including all coffee breaks, or lunch period** which may fall within the time period:  
**1st offense** = immediate dismissal
  
- (B) Reporting for duty under the influence of intoxicants or illegal stimulants:  
**1st offense** = reprimand to one week off  
**2nd offense** = subject to dismissal
  
- (C) Theft, Dishonesty or **willful** damage or failure to turn in monies collected:  
**1st offense** = Immediate Dismissal
  
- (E) Discourtesy to a customer, supplier or fellow employee (subject to investigation):  
**1st offense** = Reprimand  
**2nd offense** = 1 week off  
**3rd offense** = Subject to dismissal
  
- (F) Mishandling or abuse of **any** company equipment or **property**, excluding cargo, according to the degree of negligence or carelessness:  
**1st offense** = Reprimand to 3 days off  
**2nd offense** = 3 days to 1 week off  
**3rd offense** = Subject to dismissal
  
- (G) Failure to obey instructions of **authorized** personnel:  
**1st offense** = Reprimand  
**2nd offense** = Subject to dismissal
  
- (H) Flagrant disobedience of orders of **authorized** personnel:  
**1st offense** = Subject to dismissal
  
- (I) Failure to make proper collections:  
**1st offense** = Reprimand  
**2nd offense** = 1 week off  
**3rd offense** = Subject to dismissal



- (J) Negligence in loading or unloading, and handling of freight:  
1st offense = Reprimand  
2nd offense = 3 days off  
3rd offense = Subject to dismissal
- (K) Conviction resulting in loss of driver's licence while operation company equipment:  
1st offense = Subject to dismissal
- (L) If a driver loses his licence while operating other than company equipment, the company will not be obligated to provide other employment, but it is agreed that a meeting will be held within seven (7) days between the company and the union to deal with the individual situation.
- (M) Late time deliveries when stipulated:  
1st offense = Reprimand  
2nd offense = 3 days off  
3rd offense = 1 week off  
4th offense = Subject to dismissal
- (N) Smoking of any form while **fueling** up:  
1st offense = 3 days off  
2nd offense = 1 week off  
3rd offense = Subject to dismissal
- (O) Leaving vehicle unattended while **fueling** up:  
1st offense = 3 days off  
2nd offense = 1 week off  
3rd offense = Subject to dismissal
- (P) Having a passenger in the cab of the truck who is not an employee of the Company, or other person who has been specially **authorized** to be there:  
1st offense = reprimand  
2nd offense = subject to dismissal
- (Q) Failure to lock an **LTL** trailer when dropping it at a Meyers yard, except in the case where locks are not available and the driver reports this in his trip report:  
1st Offense: reprimand  
2nd Offense: 3 days off  
3rd Offense: one week off  
4th Offense: subject to dismissal

(R) Driving a Company vehicle without a valid and current drivers licence.

1st offence subject to dismissal

4. REPORTS

(A) Intentionally punching another employee's time card:

1st offense = Subject to dismissal

(B) Deliberate falsification of time cards or trip reports:

1st offense = Subject to dismissal

(C) Failure to report to dispatcher at specified times when required to do so while on duty:

1st offense = reprimand

2nd offense = reprimand

3rd offense = 3 days off

Subsequent Offenses = Subject to dismissal in aggravated cases.

(D) Failure to hand in Trip Sheets in a timely manner,

1st offense = reprimand

2nd offense = reprimand

3rd offense = 3 days off

Subsequent Offenses = Subject to dismissal in aggravated cases.

5. DRIVING BEHAVIOUR

(A) Failure to follow routings as designated or instructed:

1st offense = 3 days off

2nd offense = subject to dismissal

(B) Driving at speeds in excess of government posted speed limits:

1st offense = reprimand

2nd offense = 3 days off

3rd offense = 1 week off

4th offense = subject to dismissal

(C) Deliberate tailgating:

1st offense = reprimand to 1 week off

2nd offense = subject to dismissal

(D) Exceeding a speed of 55 MPH

1st offense = reprimand

2nd offense = 1 week off

3rd offense = subject to dismissal

6. ATTENDANCE

(A) Failure to notify the company not less than one (1) hour before regular starting time when unable to report for duty with a reasonable explanation:

1st offence = reprimand

2nd offence = reprimand

Subsequent **offenses** = subject to dismissal

(B) Reporting late for work:

1st offence = reprimand

2nd offence = 3 days off

3rd offence = 1 week off

4th offence = subject to dismissal

(C) Failure to report for duty afterhaving been instructed to do so :

1st offense = reprimand to 1 week off

2nd offense = subject to dismissal

(D) Any employee absent due to illness must supply substantiating evidence satisfactory to management when required.

## APPENDIX "D"

### SAFE DRIVING AND CAREFUL HANDLING BONUS (Delete effective Aug 27, 1991)

To encourage care in the handling of freight and equipment the company will **pay a** bonus of **\$5.00** per week for each week in which over Twenty-Four (24) hours are worked from which will be deducted fifty per cent (50%) of the cost of any claim or damage to equipment or freight for which the driver was responsible to a maximum of Fifty (50) dollars.

The bonus will be payable to each employee on staff on December 1st of each year and will start to accrue on May 1st, 1976

### PENSION CONTRIBUTION

To encourage savings towards a retirement income, in addition to the statutory contribution towards the Canada Pension Plan, the company will contribute Five dollars (**\$5.00**) per week for each week in which over Twenty-Four (24) hours are worked for all drivers with one years seniority. Drivers with over two years seniority will receive **\$10.00** per week for each week in which over Twenty-Four (24) hours are worked. This sum will be paid into a registered retirement savings plan of the employees choice during February for the preceding year. Pension Contributions will accrue from November 1st, 1976 and will be restricted to employees on staff on December 1st of each year. Each employee must match the company's contribution and can set aside any additional amount he so desires. Drivers qualifying for the **\$10.00** per week may elect in writing to have their contribution portion applied in July of each year. Any employee who quits or retires prior to December first in any year shall be entitled to receive his own contributions in addition to the Company contributions.

### MEDICAL INSURANCE

The company will pay one hundred percent of the **OHIP**, life insurance, and supplementary health premiums. The employees will **pay** their own weekly indemnity and long-term salary continuance premiums. This will ensure that the income received from the employee-paid benefits will be tax free under current **legislation.**(note: The company **may** retain the complete UIC premium rebate to cover the additional benefit cost.)

### JURY DUTY

If an employee is required to serve on jury duty, the company agrees to pay eight (8) hours pay per day at the regular hourly

rate less the amount of jury duty pay received for a maximum of two weeks (40 hours each).

DENTAL PLAN

Effective September 1, 1991- Basic Plan with 50% coverage. Company pays 100% of premium for regular employees.

BROKER SUPPLEMENT



BETWEEN

MEYERS TRANSPORT LIMITED and all Companies controlled by Meyers Transport and all Meyers Transport Divisions operating under Meyers Transport operating authorities

Hereinafter called the "Company"

OF THE FIRST PART

- and - MEYERS BROKERS represented by the CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

Hereinafter called the "Broker"

OF THE SECOND PART

WHEREAS the Broker wishes to work with the Company under the terms and conditions as set out hereinafter:-

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agree as follows:

1. INTENT: Broker represents and warrants that the Broker hereby engages in the business as an independent contract carrier and is fully qualified and adequately equipped to carry on such business.

2. (a) The Company agrees to tender freight , goods, merchandise and cargo of all kinds and descriptions for the purposes of custody or transport and agrees to compensate the Broker in full payment for the services performed by the Broker in accordance with this agreement.

(b) METHOD OF PAYMENT: Payment for services rendered by the broker shall be paid to the broker by the Company **bi-weekly** within 30 days of the receipt by the Company of the Broker's invoice and such payment shall be made by credit in the amount of such payment to the Broker on the Broker's account with the Company and by remitting the net amount outstanding to the Broker's account, subject to any deductions in accordance with the provisions of this Agreement. Broker invoices must be in possession of the Company Payroll Department by Monday noon of each week to be included in that pay.

**a. OWNERSHIP OF VEHICLE:** The Company and Broker agree to **utilize** e equipment in the Company's name or in the Broker's name as **setout** in Schedule "A" attached hereto and forming part of this agreement. PROVIDED HOWEVER that if the equipment is in the Company's name it is understood that the vehicle as **setout** in the Schedule "A" is owned by the Broker and is in the name of the Company for licensing purposes only. At the end of the term of this agreement or termination of the Brokers employment with the Company, for any reason, the Company agrees to transfer the ownership of the vehicle or vehicles to the Broker within one week after requested to do so in writing by the Broker provided all monies owing under this agreement have been paid to the **Company**.

**BROKER RESPONSIBLE FOR EXPENSES:** PROVIDED HOWEVER, that it is understood that the Broker shall be responsible for all charges in connection with the operation of this vehicle, including but not limited to gasoline, fuel, maintenance, repairs, drivers, base plate licensing registration fees, road tolls, meals and overnight expenses. PROVIDED FURTHER, that if the equipment remains in the name of the Broker, the broker agrees to complete a lease.

**4. INSURANCE SETTLEMENTS:** Any monies payable to the Broker by any insurance company related to the Brokers vehicle shall be by this Agreement directly assigned to the Company and the Broker shall be required to release any interest in such operation if required to do so by the Company. Any payments made under any insurance policy may be used by the Company in reduction of any monies owing by the Broker under this Agreement. The Company undertakes to pay to the Broker the remainder of **any** insurance monies received with regard to damage to the Brokers vehicle or equipment while registered in Company name forthwith.

**5. BROKER DUTIES:** The Broker agrees to:-

(a) receive, pick up and load such freight, goods merchandise and cargo at such times and places the Company **may** require and promptly transport and deliver the said merchandise at times and to destinations as the Company may require.

(b) immediately notify the US central or Local Dispatch whichever is appropriate, in the event of breakdown, accident or unserviceability of tractor or trailer equipment:

(c) immediately notify the nearest terminal of the Company of any breakdown or delay, which may result in the inability of the Contractor to complete the transportation and delivery in accordance with the Company instructions..

(d) immediately report details of any accident in writing upon such forms as will be provided by the Company.

6. BROKERS DEPARTMENT: Customer goodwill, being a very important matter, the Broker undertakes to direct and control all dealings and relationships with customers in a courteous and businesslike manner:

7. BROKER MUST OBEY THE LAW The Broker agrees to operate the vehicles at all times in accordance with the laws of the Province of Ontario, Canada Labour Code and the laws of the United States of America and all rules related to traffic safety, highway protection or road requirements including reasonable rules and regulations as may be promulgated by the Company and agreed with by the local Chairperson of the Union.

8. BROKER RESPONSIBLE FOR OWN VEHICLE The Broker assumes total responsibility for the operation, management, supervision and maintenance of the herein described vehicle in a safe and adequate working condition and in appearance satisfactory to the Company and shall pay and does covenant and agree to indemnify and save the Company harmless in respect of all expenses arising out of the operation, maintenance and repair of the said vehicle, including but in no way limiting the generality of the foregoing, and the following charges:

(a) the maintenance charges and repairs, replacement and repair of tires, payment of charges or fines arising out of the operation of the said vehicle whether levied by municipal, provincial or federal authority.

(b) BROKER RESPONSIBLE FOR COMPANY VEHICLE  
The Broker shall protect all merchandise and Company owned and leased equipment tendered to the Broker from damage by the elements or otherwise and shall exercise extreme caution and care to prevent said merchandise and Company owned equipment from being lost, stolen, damaged or destroyed in any way.

(c) BROKER INDEMNIFIES COMPANY FROM ALL CLAIMS: The Broker hereby covenants and agrees to indemnify the Company of all claims, **judgements** or orders against the Company arising from breaches of bill of lading or negligence of the Broker, which occur between the time the cargo is accepted by the Broker and delivery is made either to the Company or the consignee named in the bill of lading by the contractor; **judgement** or order, such amounts shall be chargeable by the Company against the Broker and shall be deducted by the Company against the Broker and shall be deducted by the Company from monies owing to the Broker under the provisions of this Agreement as hereinafter set out.

(d) METHOD OF PAYROLL DEDUCTION The Broker hereby **authorizes** the Company by signing this Agreement to deduct bi monthly from his account the applicable charges described in and arising out of this agreement.



(e) PERMITS The Company will supply all necessary bingo stickers, ICC operating authorities and Fuel permits, All fuel reporting will be done by the company at a charge of \$20.00 monthly to the owner operator. Border decals are the responsibility of the owner operator. IRS (Heavy vehicle Use Permits) will be ordered by the Company and charged back to the owner operator accordingly.

(f) TRAILER The Company will supply the Broker with trailers and trailer equipment as required, properly licenced and compatible with Commercial Motor Vehicle of the Broker and will maintain safe and efficient trailers.

(g) The Company will pay for long-distance telephone calls authorized by the Company.

9. INSURANCE During the term of this agreement the Company agrees to procure and maintain insurance for Public Liability, Property Comprehensive Damage, Cargo, Collision, Fire and Theft to the extent deemed adequate by the Company and as required by law, in respect to the Brokers tractor and the Company freight.

The Broker agrees to be responsible for deductibles, A copy of the Certificate will be filed with the Union at each renewal of the insurance contract upon request. The Union will be notified of any changes of deductibles, The Company will be responsible for that portion of the deductible between \$2500.00 and \$5000.00.

NOTE:

Insurance deductibles in each category - Tractor, Trailer, Cargo, Public Liability and Property Damage will be rated at double the company policy rate for any one incident or occurrence when:

1. An unauthorized driver is dispatched by the Broker
2. An unauthorized passenger is carried by the Broker in his tractor if the unauthorized passenger contributes to the claim in any way, A special letter of authorization must be carried in the cab.
3. The tractor is on unauthorized services.

Authorized Purposes are:

- A. In the Company's service
  - B. Between a Terminal and home or shop.
  - C. Between home and shop.
  - D. At shop of Broker.
  - E. All normal and responsible activities during layover.
4. When a Broker, or his driver is involved in an accident in which he is proven to be under the influence of alcohol or drugs.
  5. The Broker will pay 6% of his Gross Income on account of vehicle insurance. Receipt for income Tax will be provided annually by the Company.

COSTS BORN BY BROKER

10. It is hereby agreed and understood by the parties that the Broker shall be responsible for the following costs of operation, which are to be paid from the consideration received by the Broker from the Company:

(a) all loss and damage of racks, chains, bunks, ridgepoles, crossbows, tires, or any additional repairs to the Company's trailers or property caused by the negligence of the Broker or his employees:

(b) all the operating expenses of the commercial motor vehicle, and the trailer if the same is owned by the contractor;

(c) fuel purchases from the Company, together with any parts supplied or repair services given by the Company to the Broker in maintenance of his equipment;

(d) fines of negligence, breach of contract and/or breaches applicable statutes, federal, provincial or municipal, arising out of the operation of the Contractor's commercial vehicle in the Company's service or otherwise.

(e) All brokers engaged after the date of ratification shall have a cellular phone in their truck.

11. PAINT:(a) The broker agrees that there shall be affixed or inscribed on the said vehicle such words, names or devices that the company may from time to time prescribe and/or as may be required by any applicable law, the expense of which shall be borne by the Company.

(b) If required by the Company the Broker will at his own expense paint his vehicle in a dominant **color** suitable to the Company within 6 months of being notified. Complementary stripes are acceptable but two tone designs must be approved by the General Manager before painting,

(c) The Broker agrees to provide one driver, to each vehicle; These drivers must be competent persons, properly licenced and acceptable to the Company and to the insurance company; the full responsibility for the payment of these drivers is the Broker's, The Company will make deductions on behalf of all permanent full time drivers for all benefits covered under this agreement.

12.(a) WORKMEN'S COMPENSATION BOARD: The company represents and warrants that coverage under the various provincial Worker's Compensation statutes and regulations including brokers has been obtained and is in full force and effect. The company will pay the rates set out in Schedule B, less the amount which it is required to pay to the Worker's Compensation Board with respect to each broker. The company must be notified in writing of any driver changes.

(b) Coverage from the Worker's Compensation Board must be obtained by the Brokers who have more than one unit, and he shall pay for such coverage himself. Such Broker will be responsible

and will personally file with Worker's Compensation Board **any documents** required by that body, and will supply evidence of such filing to the Company if required.

(c) **OHIP:** The Company agrees to make deductions for OHIP and Group Insurance charges on behalf of the Brokers or their permanent, full time drivers. The Broker will pay all costs associated with OHIP and Group Insurance.

13. **C.P.P. & U.I.C.** The Broker shall be totally responsible for his Canada Pension and Unemployment Insurance if **any** and **any** monies on account of these items payable by the Company shall be deductible from the payment for services by the Broker.

14. **PLEDGING CREDIT** The parties agree and understand that the Broker shall not, at any time except with prior consent of the Company pledge the credit of the Company, nor incur bills, accounts or liabilities in the name of the Company or on its behalf.

15. **HOLDBACK;** The parties agree, and the Broker hereby authorizes the Company to maintain a **holdback** of 10% of earnings up to fifteen hundred dollars (\$1500.00). For Brokers with more than one truck, the **holdback** will be \$1500.00 for the first truck and \$1500.00 for each additional truck. Such **holdback** shall be held by the Company throughout the term of his contract, and for a period of thirty (30) days following termination of this Agreement, and shall be used by the Company to apply against any liability of the Broker to the Company for cargo loss or damage as hereinbefore set out; and shall be applied by the Company against all such other sums, charges, costs or penalties payable by the Contractor as have been provided for. The balance of such holdback, after all proper deductions, shall be returned to the Broker promptly after expiration of the thirty (30) day period. The Broker may after obtaining prior approval of the Operations Manager, or Controller apply his **holdback** against cost of major **qsrepairs** and tire replacement.

**INTEREST ON HOLDBACK** Interest to be paid by the Company to the Broker on such holdbacks within thirty (30) days of October 31st each year, To qualify for interest the Broker must have contributed his full **holdback** prior to October 31st of the **preceeding** year. The interest rate will be calculated by averaging the Bank of Canada prime rate at the beginning and ending of the one year period.

16. **PURCHASE ORDERS FROM THE COMPANY** are only available to the Broker in case of emergency. and then only with a purchase order number given by the General Manager or persons **authorized** to the Broker. Billing to the Brokers will in such circumstances include a flat rate \$20 handling charge by the Company.

17. CUSTOMER BILLINGS: The Company shall be responsible for all customer billings. The Company will allow the Broker access to all billings whereby he is paid on a percentage basis. The Broker shall assist with sales and services wherever deemed necessary;

18. All adjustments must be requested within sixty (60) days after a statement is received by the Broker, after which the statement cannot be questioned.

19. CANCELLATION OF AGREEMENT: Notwithstanding anything to the contrary contained in this Agreement, either party shall have the right to cancel this Agreement at anytime provided 30 days written notice, sent to the address shown on the first page of this Agreement, is given to the other party and further provided that in the case of any notice given by the Broker, such notice shall not be effective unless and until the Broker has satisfied the Company that all accounts in connection with the operation of the said vehicle have been paid in full or have been secured to the satisfaction of the Company. The Broker shall, immediately upon termination of this Agreement, remove P.C.V. plate and all of the Company's identification from the vehicle in question; and the cost shall be borne by the Broker. Apart from the discontinuation of the use of brokers, termination of this Agreement by the Company against an individual broker will be for just cause only.

20. Any notice required to be given hereunder may be given by either party, mailing the same to the other party by prepaid registered mail.

21. It is understood and agreed that the relationship created herein is not one of principle and agent, or master and servant, or employer and employee, between Company and the Broker. The Broker covenants and agrees that he will not at any time enter into any contract, agreement or engagement whatsoever for and on behalf of the Company or do any other act or thing which would result in any liability or responsibility of the Company in respect of its business or otherwise.

22. This Agreement is not assignable by the Broker but is binding on its administrators and successors and shall inure to the benefit of and be enforceable by the Company, its successors and assigns:

23. The parties hereto agree that where any terms of Section II of this Agreement are in conflict with Section I that Section shall have priority and shall be adhered to.

Section II and its appendices A, B, C, D, E, and F are deemed to be in its entirety a further appendix to Section I of the Collective Agreement between Meyers Transport Limited and the Canadian Brotherhood of Railway, Transport and General Workers Union

25. STATEMENT OF NO COMPETITION

By placing my signature on this document below, I covenant and agree that I will not during the term of this agreement and for a period of one year from the date of termination hereof start a new business or become a partner or investor in a business which competes directly with any business operation carried on by this company and, further, I covenant and agree that during such period, I will not solicit any business from any person who was a customer of this company at the date of my termination.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper **authorized** signatures this day of 1986.

PER: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BROKER

COMPANY PRESIDENT

COMPANY GENERAL MANAGER

UNION SECRETARY

UNION PRESIDENT

SCHEDULE 'A'

Being the Schedule of the Tractor (s), Truck (s), or other vehicles referred to in the foregoing Agreement.

MAKE	MODEL	SERIAL NUMBER	YEAR
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SCHEDULE "B"

RATES OF PAY

ONTARIO :

**CARTAGE** means tandem tractor work within a **65** kilometer (**40M**) radius of home terminal as per the mapped areas in Section 1 of the contract.

**HIGHWAY** means all runs within Ontario but beyond a **65** kilometer (**40M**) radius of home terminal as per the mapped areas in Section 1 of the contract. (to be paid off **hubdometer**)

EFFECTIVE DATE	RATE	MAR 4/90	AUG 20/90	MAR 3/91	SEPT 1/91	FIB 23/92
<b>CARTAGE</b> (per hour)	\$27.52	\$27.80	\$28.08	\$28.36	\$28.64	\$28.93
<b>HIGHWAY</b> (per mile)	\$ 1.10	\$ 1.10	\$ 1.11	\$ 1.11	\$ 1.12	\$ 1.12
<b>SWITCHES</b>	\$13.77	\$13.91	\$14.19	\$14.33	\$14.61	\$14.76
<b>CUST. P &amp; D</b>	\$28.66	\$28.95	\$29.53	\$29.82	\$30.42	\$30.72
<b>STANDBY</b>	\$17.14	\$17.31	\$17.65	\$17.83	\$18.19	\$18.37

BEYOND ONTARIO TRACTOR (U.S.A. Permitted Vehicles)

The Company will pay or cause to be paid to the Operator **68%** of Gross Revenue in Canadian dollars. This will be divided as follows: Fifty-five percent for equipment, balance for labour, benefits, and insurance.

The Company will endeavour to provide the Operator with any known Gross Revenue amounts in advance of the trip. The Operator will endeavour to supply the name of each consignee and consignor, the date, the weight and the Freight bill number when he submits his daily time sheets for payment. Upon the completion of a trip, the Operator is to return the trailer to a convenient location as requested by Dispatch.

## SCHEDULE "C"

Being the Schedule of Rules and Regulations referred to in the foregoing Agreement.

### A. CALL INS:

The Company agrees to guarantee an Operator a minimum of four hours local **cartage** work or 150 miles highway work when called in for those purposes.

### B. SENIORITY:

It is understood that the driver and not the tractor carries seniority for dispatch purposes. There will be no loss of seniority when changing from employee status to an operator status or vice versa.

### C. VEHICLE CERTIFICATION:

The Company will have the option to inspect the Broker's vehicle **semi-annually**. It will be the responsibility of the Operator to get the vehicle to a suitable Meyers maintenance shop for the inspection at a time convenient to the Company. The Company will not charge for this inspection. If such an inspection is required and the Broker prefers to use an outside shop then he may have the vehicle certified at his own expense and submit a copy of the certification certificate to the General Manager of Meyers Transport.

### D. LICENCING:

The Operator shall pay the full cost of Vehicle registration plates at a minimum registered gross weight of sixty thousand (**60,000 lbs.**) pounds for single axle tractors or ninety thousand (**90,000**) pounds for a tandem axle tractor. Vehicles must be **licenced** for a period not less than six (**6**) months.

### E. REPLACEMENT VEHICLES:

If an Operator's vehicle is out of service, it will be his responsibility to obtain a replacement vehicle within a reasonable period of time. The Company shall endeavour to substitute such motor vehicle equipment as may be required to complete the transportation service initially undertaken by the Operator provided the Operator pays all costs associated with the substitution.

### COMPANY FUEL

The company agrees to sell fuel to the brokers at a price to be determined by the company at the beginning of each month.



If no load is available when the Operator advises Dispatch that he is empty and available for work yet there is no current work then the Operator is encouraged to provide his own legal return load. In the event that he secures a load from a freight broker then the Operator may deal directly with this party. The Operator must obtain approval from the Company and advise of the Gross Revenue associated with the load, if known. The details and Gross Revenue must be recorded on the trip sheet. The Company will charge the Operator **20%** of Gross Revenue for the use of the trailer and insurance. The Operator will be responsible for arranging the total fee and the collection of same,

All non-revenue kilometers in excess of **250** kilometers (**155** miles run on instructions from Dispatch between any two stops will be paid at the Ontario Highway Tractor rate. On runs exceeding **2500** kilometers (**1550** miles) round trip then all non-revenue kilometers in excess of **500** kilometers between any two stops run on instructions from Dispatch will be paid for at the Ontario Highway Tractor rate.

The rates in Schedule B include annual vacation, statutory holidays, overtime, Canada Pension, Unemployment Insurance, **OHIP** Group Insurance and company paid Worker's Compensation.

#### Reference to the Collective Agreement

The following items in Section I of this Agreement apply to Owner Operators:

Items #1, 2.01, 2.02, 2.04, 2.05, 2.06, 2.07, 2.08; Item #3, Item #4  
Item #5, Item #6, 7.01, Item #8, 9.03; Item #10, Item #12; Item #13, 16.07  
16.08; Item #18, Item #19, Appendix B.17.01, 17.02, 17.03, 17.04, 17.05,  
17.06, 17.07, 17.08, 17.09, 17.10, 17.13, 17.18,

SCHEDULE "D"

Truck Specification

(2) When ordering a new truck the fifth wheel height must be between 49" and 50 1/2".

Supplies and Equipment

The Operator is responsible to ensure that the following items are in his vehicle at all times:

- Current Log Book
- Bills of Lading
- Letter stating our Bond # applies to any lessor of the vehicle.
- Meyers Bond #
- PCV Permit
- Insurance Slip
- Running Rights
- Accident Report Form
- First Aid Kit

(All of the above items are to be supplied by The Company upon request.)

- Motor Vehicle permit
- Fuel Tax cards
- Six (6) Flares
- Current Fire Extinguisher
- Tool Box and normal tools - Does not apply to local tractors
- Tire Changing Equipment - " " " " " "

FUEL TAX REPORTING

The Operator will do his own fuel tax reporting and will bear all costs associated. The Company will pay the tax, or apply for the rebate for each operator in any state, province or County where the operator is unable to apply. The Company will pay all bonds for the necessary permits to run in any state, province or Country. Upon payment of the tax, or receipt of the rebate, the Company will adjust the next bi-weekly payment to the Operator accordingly.

The Company shall have access to the owner operators fuel tax returns, if necessary.

## SCHEDULE E

### BROKER TIMESHEET INSTRUCTIONS

In order to insure accurate biweekly payments and complete customer invoicing ,  
please complete your timecards as follows:

1. Complete information at top of daily time sheet (date name, mileage start, mileage finish, total miles, trailer # out, trailer # in).
2. Indicate whether trip is within Ontario or **International** in nature. (Also indicate when a trip changes from Ontario to **International**).
3. Show the location, customer, weight, time and mileage associated with each stop.
4. Explain any unusual situations.
5. Submit all timecards you wish to get paid for by **Monday** noon each week.
6. Fuel purchases can be arranged at Campbellford and Motor Express only at 1 cent above our cost. Please mark purchase on your time card as well as regular fuel card entry.

### ONTARIO - SPECIAL ADDITIONAL INSTRUCTIONS

1. Show mileage in miles not kilometers between each stop. (if odometer readings are used please indicate whether kilometers or miles)
2. Indicate the nature of the stop. (i.e. Switches (**S**), Customer Pickup (**CP**), Customer Delivery (**CD**), Standby (**ST**))

CUSTOMER STOP (CS): This includes all stops at customers to deliver, pick-up, or deliver and pick-up freight. There is no extra payment for racking, **tarping**, securing load, etc., unless the "CS" exceeds two hours, then the Standby rate applies.

SWITCHING (S): This includes all transport company work such as **Meyers' yard**, Meyers' errands, interlines, trailer exchanges at customers as well as bond shed and bond paper deliveries. There is no extra payment for additional switches at each stop unless that additional work lasts more than one hour. There is no payment for stops at your home terminal.

ONTARIO TRACTOR (CARTAGE): This is paid for miscellaneous **cartage** work between runs. That is, it starts only after your highway load is completely delivered and before a new highway run is undertaken. Please leave blank line before and after such **cartage** work.



SCHEDULE F

RULES AND REGULATIONS

The following rules and penalties to be charged for their violation are in effect.

The Company may add rules to this list, provided it gives the union Thirty (30) days notice in writing of the addition.'

1. ACCIDENTS

- (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 "Reprimand" to "Dismissal" according to the seriousness of the accident, the degree of negligence or carelessness and frequency of accidents.
- (B) Failure to report any accident as soon as possible will result in the employee's being subject to dismissal.

2. EQUIPMENT

- (A) Tampering with **tachograph**, governor or other safety device:  
Subject to Dismissal,
- (B) Failure to ensure that units are properly hooked up and locking devices engaged and trailer support fully raised:
  - 1st. offense = 1 day off
  - 2nd. offense = 3 days off
  - 3rd. offense = 1 week off
  - Subsequent **Offenses** = Additional time off to dismissal.
- (C) Failure to ensure that power equipment is properly serviced for gasoline, oil and water before leaving the terminal:
  - 1st. offense = reprimand

(D) Failure to properly tarp cargo and equipment:

1st. offense = 3 days off

2nd. offense = 1 week off

Subsequent **Offense** = subject to dismissal.

Note: All loads, other than asphalt roofing materials, will be tarped, unless specifically approved otherwise by dispatch.

(E) Failure to keep cab interior free of all refuse while on duty:

1st. offense = reprimand

2nd. offense = 3 days off

3rd. offense = subject to dismissal

(F) Failure to provide for the repair of mechanical defects in equipment if known:

1st. offense = 3 days off

2nd. offense = 1 week off

Subsequent **offenses** = Subject to dismissal

(G) Failure to maintain a respectable personal appearance:

1st. offense = reprimand

2nd. offense = 3 days off

3rd. offense = 1 week off

4th. offense = subject to dismissal

(H) Failure to visually check load both to ensure that the freight is properly loaded and to ensure that the load matches the bills:

1st. offense = reprimand

2nd. offense = 1 day off

3rd. offense = 3 days off

4th. offense = subject to dismissal

(I) All tires are to be checked before leaving the yard and every seventy miles ( 100 kilometers) thereafter, All tires should also be checked upon returning to the yard

1 st.offense = reprimand

2nd. offense = 3 days off

3rd. offense = 1 week off

Subsequent **offenses** = subject to dismissal

### 3. CONDUCT AND BEHAVIOUR

(A) Consumption of or possession of intoxicants or illegal stimulants, opened or unopened, while on duty. The term "on duty" shall mean any time from the beginning of a shift to the end of same including all coffee breaks or lunch periods which may fall within the time period:

1st. offense = immediate dismissal

- (B) Reporting for duty under the influence of intoxicants or illegal stimulants:  
1st. offense = reprimand to one week off  
2nd. offense = subject to dismissal
- (C) Theft, Dishonesty or **willful** damage or failure to turn in monies collected:  
1st. offense = immediate dismissal
- (D) Receipt of garnishees or assignments against pay:  
1st. offense = reprimand  
2nd. offense = reprimand  
3rd. offense = subject to dismissal
- (E) Discourtesy to a customer, supplier or fellow employee (subject to investigation):  
1st. offense = reprimand  
2nd. offense = 1 week off  
3rd. offense = subject to dismissal
- (F) Mishandling or abuse of any company equipment or property excluding cargo, according to the degree of negligence or carelessness:  
1st. offense = reprimand to 3 days off  
2nd. offense = 3 days to 1 week off  
3rd. offense = subject to dismissal
- (G) Failure to obey instructions of **authorized** personnel:  
1st. offense = reprimand  
2nd. offense = subject to dismissal
- (H) Flagrant **disobedience** of orders of **authorized** personnel:  
1st. offense = subject to dismissal
- (I) Failure to make proper collections:  
1st. offense = reprimand  
2nd. offense = 1 week off  
3rd. offense = subject to dismissal
- (J) Negligence in loading or unloading, and handling of freight:  
1st. offense = reprimand  
2nd. offense = 3 days off  
3rd. offense = subject to dismissal
- (K) Conviction resulting in loss of driver's licence while operating company equipment:  
1st. offense = subject to dismissal

(L) If a driver loses his licence while operating other than company equipment, the company will not be obligated to provide other employment, but it is agreed that a meeting will be held within seven (7) days between the company and the **organization** to deal with the individual situation.

(M) Late time deliveries when stipulated:  
1st. offense = reprimand  
2nd. offense = 3 days off  
3rd. offense = 1 week off  
4th. offense = subject to dismissal

(N) Smoking of any form while **fueling** up:  
1st. offense = 3 days off  
2nd. offense = 1 week off  
3rd. offense = subject to dismissal

(O) Leaving vehicle unattended while **fueling** up:  
1st. offense = 3 days off  
2nd. offense = 1 week off  
3rd. offense = subject to dismissal

(P) Having a passenger in the cab of the who is not an employee of the company , or other person who has been specially **authorized** to be there:  
1st offence = reprimand  
2nd offence = subject to dismissal

(Q) Failure to lock an LTL trailer when dropping it at Meyers yard, except in the case where locks are not available and the driver reports this in his trip report:  
1st offence: reprimand  
2nd offence: 3 days off  
3rd offence: one week off  
4th offence: subject to dismissal

(R) Driving a Company vehicle without a valid and current drivers licence.  
1st offence: Subject to dismissal

4. REPORTS

(A) Intentionally punching another employee's time card:  
1st. offense = subject to dismissal

(B) Deliberate falsification of time cards or trip reports:  
1st. offense = subject to dismissal



- (C) Failure to report to dispatcher at specified times when required to do so while on duty:  
1st. offense = reprimand  
2nd. offense = reprimand  
3rd. offense = 3 days off  
Subsequent offense = subject to dismissal in aggravated cases.

#### 5. DRIVING BEHAVIOUR

- (A) Failure to follow **routings** as designed or instructed:  
1st. offense = 3 days off  
2nd. offense = subject to dismissal
- (B) Driving at speeds in excess of government posted speed limits:  
1st. offense = reprimand  
2nd. offense = 3 days off  
3rd. offense = 1 week off  
4th. offense = subject to dismissal
- (C) Deliberate **tail-gating**:  
1st. offense = reprimand to 1 week off  
2nd. offense = subject to dismissal
- (D) Exceeding a speed of 55 MPH  
1st. offense = reprimand  
2nd. offense = 1 week off  
3rd. offense = subject to dismissal

#### 6. ATTENDANCE

- (A) Failure to notify the company not less than one (1) hour before regular starting time when unable to report for duty with a reasonable explanation:  
1st. offense = reprimand  
2nd. offense = reprimand  
Subsequent offenses = subject to dismissal
- (B) Reporting late for work:  
1st. offense = reprimand  
2nd. offense = 3 days off  
3rd. offense = 1 week off  
4th. offense = subject to dismissal
- (C) **Failure to report for duty after having been instructed to do so:**  
1st. offense = reprimand to 1 week off  
2nd. offense = subject to dismissal
- (D) Any employee absent due to illness must supply substantiating **evidence satisfactory to management when required.**