

**COLLECTIVE AGREEMENT**

**BETWEEN**

MEYERS TRANSPORT LIMITED

HEREINAFTER CALLED "THE COMPANY"

**AND**

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW - CANADA) LOCAL 4268

HEREINAFTER CALLED "THE UNION"

**ARTICLE 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: A meeting between the Unit Chairperson and a designated representative of the Company will be held once every three weeks to discuss matters of mutual concern. Each party will give the other party written notice of their agenda a minimum of two days in advance of scheduled meetings. On written consent of both parties meetings can be postponed or rescheduled as required.

The Local Chairman will be allowed 8 hours per month to attend to Union business without loss of pay. Such time is to be noted on the Chairman's usual record of time worked.

## ARTICLE 2

### RECOGNITION

2.01: The Union will bargain as a group in negotiations for renewal of contract. Two (2) Members of the Union bargaining committee will be compensated for time lost from regular work to attend at bargaining meetings.

2.02: This agreement shall apply to all employees of the company working in and out of the Provinces of Ontario and Quebec, including 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.

2.03: It is further understood and agreed that new employees shall 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 after forty-five (45) days have been worked in the case of new employees.

2.05: **As** a condition of employment, all eligible employees 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 Secretary Treasurer of Local 4268 of the Canadian Auto Workers, 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 Chairperson. 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.

### **ARTICLE 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.

3.02: The Company may make additional rules or modify current rules from time to time provided it gives the Union Local Chairperson thirty (30) days written notice prior to implementation

### **ARTICLE 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 or 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 in his terminal and shall only be laid off prior to 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.

## ARTICLE 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 **two** 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 **two** days (Saturdays, Sundays and observed holidays excepted) from the time the discussion took place.

5.03 Deleted

5.04: Failing settlement above, The Union shall present the grievance to the general manager of The Company within seven (7) days after receiving the reply from the local Manager. The General Manager shall reply to the grievance in writing within **seven (7)** days of receiving it.

5.05: If no settlement is reached, the grievance shall be submitted for final settlement to arbitration within **ten** days of the General Manager's reply on submission of written notice. 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 Local 4268 of the CAW may be requested by either party.

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

Where arbitration is required the arbitrator will be selected from the following group in rotation. That is, after an arbitrator is selected the next arbitrator on the list will become the first choice. The arbitrators will be Armstrong, Hinnegan, Saltman, Randall, Brent, and Kellar.

It shall be the responsibility of the party delivering notice to arbitrate to contact the next arbitrator in the rotation for a list of available dates. The parties shall then agree on a hearing date(s) which is mutually acceptable. If the arbitrator in the rotation is not available within 90 days the next arbitrator in the list shall be contacted. This process will be repeated until an arbitrator is found. Notwithstanding the above, the parties may, by mutual written agreement, select an arbitrator out of turn or an arbitrator not on the list.

5.07: Each of the parties hereto shall bear the expenses of its representative and one half the expenses of the Arbitrator.

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

5.09: Deleted

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 an Arbitrator shall be given which is inconsistent with this Agreement or which purports to alter, modify or amend any part of this Agreement.

5.12: Upon mutual written agreement the parties may elect to have the matter heard by a Board of Arbitration consisting 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 two nominees above shall select a Chairman from the roster of Arbitrators listed above and following the procedures as for a single Arbitrator. 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.

5.16: Deleted.

5.17: In cases where a Broker's monetary grievance is decided in his favour, a Cartage Broker will be paid the standby rate without fuel escalator and the mileage broker will be paid 60% of the lost revenue without fuel escalator.

## ARTICLE 6

### SENIORITY

6.01 (a): Seniority shall commence after the employee has worked forty-five (45) days, in any six (6) month period, 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 consecutive weeks then, unless the driver service employee is engaged to fill an employee absence or to meet a **fixed** term customer obligation, the Company will hire a probationary employee.

6.01 (b): 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 hour limitation, be considered a full-time employee and all conditions of this agreement shall then apply. Temporary full-time employees engaged for the Summer months and retained beyond September 30th shall be covered by the Collective Agreement and shall have seniority from date of hire.

6.02: It is agreed that an employee's or a Broker's seniority shall be based on the length of his service with The Company irrespective of position held.

6.03: Seniority shall be lost and the employee shall be deemed terminated 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 of recall.
- 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 months.
- G. Failure to report to work or contact the Company for three (3) consecutive days on which the employee would normally be expected to report for duty.
- H. Failure to advise the Company as required by 6.01(b)

6.04: Brokers Clause: Should the Company decide to hire additional Broker drivers, Company drivers will be given the first option to become broker drivers.

6.04(b) For the purpose of seniority in dispatching, and except in the case of bumping as noted in article 6, Brokers shall fall into the seniority list with non-Broker employees according to the date of hiring.

6.05: The Company will provide the Union with revised seniority lists once every **six** 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.

6.06: 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.

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

6.08: 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 Company wide so far as it relates to lay-offs. On lay-offs of more than three consecutive days, seniority may be used to bump into other terminals and departments providing an employee has the qualifications and ability to do the work required. An employee, having

been laid off for three consecutive days, and deciding to exercise his bumping rights, must advise his Terminal Manager (or his or her designate) in writing before the end of his fifth (5th) consecutive day of lay-off of his intention to bump into another department or terminal, Failure to do so will result in the employee being laid off until a recall occurs.

- (a) If an employee is bumping into another department or terminal, he shall report to the new terminal within fourteen (14) days from the date of the lay-off. Should an employee be recalled prior to reporting to the new department or terminal, he shall accept the recall, and he may not exercise his bumping rights unless another three consecutive days of lay-off occurs.

A recall from lay-off occurs when the duration of the work is expected to exceed 3 consecutive days.

In the event that full time work becomes available at his home terminal before the one-year anniversary date from the time of his most previous bump, the employee will return to his home terminal provided this does not conflict with the terms of 17.01(a)

- (b) Employees shall advise the Company within 24 hours of receiving notification of recall by registered mail or direct verbal communication of their intent to return to work.
- (c) An employee bumping in accordance with this article shall commence working in the department or terminal to which he is bumping as a junior employee. He shall retain his seniority for the purpose of lay-off, vacation entitlement, and bumping. If the employee is still at the new terminal or department one year from the date of his most recent lay-off, the employee shall then regain all his original seniority for the purposes of dispatch and job bids. If regular yearly job bids occur before the one year anniversary date from the date of the most recent lay-off, the displaced employee shall bid according to the seniority associated with the most recent lay-off. They will not exercise their full seniority for job bid purposes until the first job bid which occurs after they have completed one full year from the date of the most recent lay-off in the new department or terminal.

Should an employee be required to bump, he shall displace the junior employee in the same department at the new terminal. In the event this is not possible, he may then displace the junior employee in another department at the new terminal at the appropriate rate for the department and job.

Brokers may bid only on jobs designated by the Company as open to Brokers. Brokers on lay-off can only bump into jobs designated by the Company as open to brokers and which are currently held by a Broker.

Nothing in this item shall be interpreted as overriding clause 17.01 (c) of the collective agreement.

(d) If a broker is laid off and has exhausted his bumping rights under Article 6.01, he shall be permitted to bump a junior non-broker employee, providing he has the qualifications and ability to do the work required. In such event, he shall retain his Company seniority. It is understood that under this clause the elimination of brokers is a layoff of brokers,

6.09: 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.

## **ARTICLE 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.

7.03: The Company will give the Local Chairperson and Local Steward copies of reprimand, suspension, and discharge letters.

## **ARTICLE 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.

## **ARTICLE 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. 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. Drivers are required to keep the inside of their tractors in a clean condition.

9.02: The Company will purchase air conditioning on all bunk trucks and will maintain same in working order so long as the truck continues to be used as a bunk truck.

The Company will maintain refrigerators on bunk trucks in working order so long as the truck continues to be used as a bunk truck and provided it is not damage for which the driver is responsible.

If a day cab has air conditioning, it will be maintained until the truck is five (5) years old. Thereafter, the maintenance and repair will be at the discretion of the Company dependant on cost.

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.

## **ARTICLE 10**

### **BULLETIN BOARD**

10.01: The Company agrees to permit postings of any Union activities on The Company bulletin board.

## **ARTICLE 11**

### **CLOTHING AND EQUIPMENT**

11.01: The Company will pay the full cost of one uniform per year for each employee and the wearing of the uniform shall be mandatory while on duty immediately upon completion of the probationary period. The cost of maintaining the uniform shall be paid by the employee. It is the employee's responsibility to keep his uniform as clean and neat as reasonably possible and to wear his uniform at all times while on duty.

11.02: (a) A Driver's uniform to consist of the following: two pairs trousers, three shirts (two long sleeve and one short sleeve), one jacket (windbreaker with zip-in lining for winter).

(b) Dockworker working on unheated docks and full time yard shunters uniform to consist of 2 pair of insulated and 3 pair of non- insulated coveralls per year. Dockworkers working on heated docks will receive 5 pair of non-insulated coveralls per year.

Dockworkers working on unheated docks and yard shunters hired between November 1 and March 1 receive authorization for insulated coveralls after 2 weeks worked. Those who do not complete probation will reimburse the Company for the cost of coveralls by way of deduction from their final pay.

11.03: The Company to have the right in deciding the colour and style.

11.04: Safety Shoes: The Company will pay the full cost of safety shoes up to a maximum of \$100.00. Employees to be entitled to one pair of safety shoes or boots per year after one year of employment with The Company. The wearing of safety shoes is mandatory.

11.05: Deleted

11.06: All Shop Staff will be entitled to five (5) coverall cleansing per week at Company expense.

11.07: Shop employees will be allowed up to Sixty dollars (\$60.00) per month each year for the purchase of tools. This allowance is for the purchase of tools for use while in the employ of Meyers Transport. At the end of each calendar year, any unused portion of the allowance will not be carried forward.

## **ARTICLE 12**

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## **ARTICLE 13**

### **SAFE DRIVING AWARDS ASSOCIATION**

13.01: The Company to keep safe driving awards association in effect for the drivers. Preventability/non preventability decision will be made by a committee consisting of 4 members and a Chairman. The Chairman shall be the incumbent Manager, Safety and Driver Development. The Union will submit 2 candidates to the review committee who have not had a preventable accident in the previous two years. The Company will train the Union nominees on the preventable/non preventable standards as defined by the THSAO. The votes of all committee members will be weighted equally and decisions will be based on a simple majority.

## **ARTICLE 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 or grandchild. 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, 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.

## ARTICLE 15

### STATUTORY HOLIDAYS

15.01: The following holidays will be observed:

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

Instead of Civic Holiday, St. Jean Baptiste Day will be recognized for employees employed in Quebec. It is recognized that Civic Holiday and St. Jean Baptiste Day are the substituted day for Remembrance Day pursuant to section 195(1) of the Canada Labour Code.

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

15.04: If any employee is required to work between 12:01 AM and 8:00 PM Sunday, he will receive pay at the rate of double time for such hours worked. After 8:00 PM Sunday, he will receive pay at the regular straight time rate. Notwithstanding the above, this Article will not apply to work performed on Sunday which is continuous to a trip which starts or ends on another day. The Company may post Local driver bid(s) which includes **a** Sunday as a regular work day. Employees working on such bids will not receive the double time pay. Normal overtime rules will apply to such employees.

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 aforementioned holidays until such time as he has been an employee of The Company for **thirty (30)** 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: Local Drivers will be paid nine (9) hours and Highway Drivers will be paid ten (10) hours rate as holiday pay, To be paid for a statutory holiday, an employee must have worked at least fifteen (15) days in the thirty (30) days immediately preceding the holiday.

## ARTICLE 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) of the previous year and two weeks off.

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 earning 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 his 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 preceding 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 possible, will choose vacation periods such that they fall within the slower periods of company operations. To encourage all members to utilize their full vacation entitlement, everyone must use all but one week of entitlement in each vacation year. The Company and the Union may agree to allow an exception to this article if applied for with a bona-fide reason.

Vacation is to be taken and will be paid in whole weeks. The amount paid at any one time will be based on the amount of time being taken off. That is to say if one week is taken 2% will be paid at that time. For those choosing to take less than all their entitlement as outlined in this Article any remaining time will be paid out in December.

Brokers will be granted, on request, a leave of absence equal to the vacation entitlement of an employee with equal seniority in accordance with the rules of Article 16.

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.

16.10: A Broker who transfers to Company Driver status will have his service credited for vacation purposes. Vacation pay will only accrue after becoming a Company Driver.

## ARTICLE 17

### WORK ALLOCATION AND HOURS

17.01: (a) 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 in accordance with 17.01 (b). Seniority will always be the deciding factor, provided employees are qualified and able 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:

To the extent practicable specific job bids posted will offer a full day's work.

- Maintenance
- Dock
- Driving - Local
- Driving - Highway
- Driving - US

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

Cross department bidding will be allowed between dock and driving, provided it does not result in a layoff due to lack of licence or qualifications.

(b) All vacancies that occur within the Company after the yearly job bids have closed will be posted in all terminals for seven (7) days. Vacancies will be filled in the following manner:

- 1/ To the senior qualified applicant from the terminal where the vacancy exists.
- 2/ To the senior qualified applicant from any other terminal within the Company.

The next vacancy resulting from a successful bid will be posted in the same manner. Any vacancy resulting thereafter need not be posted. Successful bidders will be moved as soon as practicable.

Persons bidding on a job in another terminal will report to their new job within fourteen (14) days.

The successful applicant will retain all seniority rights in the new position.

For all other purposes except as described above and except in the case of lay-off, seniority shall be terminal wide.

Nothing herein shall override Article 17.01 (c). Those employees cannot apply for new jobs.

For the purposes of this section, it is agreed that “senior qualified” means from any department, and further, that new jobs which are posted at the annual bid time are to be covered under Article 17.01 (a), not (b).

(c) Any employee who bids on a permanent route or assignment within a department must remain on that bid for the full year unless adherence to this clause deprives a more senior employee of a bump opportunity which would then result in that employee being laid off from employment. These bids will be designated as such at bid time.

(d) It is recognized that the selection of Lead Hand workers will be primarily in the hands of Management from Union Member or Probationary Employee candidates. That is to say that seniority may not always be the deciding factor.

The role of Lead Hand is of such a nature that many of the important skills and abilities do not lend themselves easily to objective evaluation and thus “hard skills” and/or seniority may not be the best selection criteria.

Lead Hand jobs will be subject to the bid process as with other Union jobs and the incumbent will be selected from those expressing an interest. If there is no suitable employee expressing interest the Company may hire into the job provided doing so does not lead to the lay off of a current employee.

Recognizing the differences in the Lead Hand job from location to location and even from shift to shift the incumbent may be “red circled” for an improved rate of pay should the Company deem that to be an appropriate action. Should this be done it will be on an individual basis without prejudice and be specific to a particular incumbent.

17.02: All bids are for one year duration except in the case of a new job, which will be open for bid at the annual bid. If employees change jobs from their original job bid by reason of health, bid discontinuance or Article 17.01 (b), then they retain their seniority rights in their

new position. If employees change jobs from their original job bid for any other reason, they shall not be able to use their seniority in the new position, except in the case of layoff.

17.03: The Company will give preference to the senior employee on the initial dispatch. If it becomes necessary to change an employee's initial dispatch due to a change in work priority or availability, the driver affected will be given the next available dispatch not already assigned.

Dispatch will contact drivers each afternoon advising them of their starting time and duties for the following day.

If it becomes apparent that the allocation of work 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. Within this context however, every reasonable effort will be made to assign work in such a manner that senior drivers receive as many non-overtime hours as possible.

With respect to the interpretation and application this Article the parties agree that for the term of the Collective Agreement the first sentence of the clause will have different meanings for those working in the Highway Department and those working in the Local Department.

For those working in the Highway Department it will mean that the senior person will be able to select which load/trip he/she will take to start their shift. This is to recognize the clear difference in daily earnings potential between trips of different lengths and kinds.

For those working in the Local Department it will mean that the senior person will be able to select which of the available start times they prefer. This is to recognize that there is no clear difference in daily earnings potential attached to task assignments in the Local Department

It is intended that this understanding will both recognize some privilege attached to seniority while permitting the most efficient and profitable service to our customers. It is not intended that the assignment of less desirable tasks in the Local Department will be done in a prejudicial or vindictive manner but rather as evenly across the work force as the circumstances permit.

17.04: The Company will post a weekend work list in each terminal. Employees shall indicate their availability by signing such list by 06:00 Friday or sooner as may be required to meet local service needs.

Weekend work being defined as work which begins and ends on Saturday, Sunday or a Statutory Holiday and is not continuous with work which begins or ends on a day that is not a Saturday, Sunday or Statutory Holiday.

A Local Driver having less than 37 hours in the previous week (001 Sunday to end of shift Friday) and a Highway Driver having less than 50 logged payroll hours in the previous week (0001 Sunday to end of shift Friday) shall have preference for weekend work if they have signed the weekend work list in accordance with the prevailing practice at their home terminal. In the event that all those signing the weekend work list have more or less than the hours outlined above the work shall be awarded on a simple terminal wide seniority basis respecting the overtime provisions of 17.04 above.

Overtime thresholds for weekend work are determined in accordance with the department in which the employee normally works.

If there are insufficient volunteers the Company reserves the right to allocate the work to the least senior suitable employee or other qualified person.

It is expected that employees or Brokers will not accept weekend work assignments that will make them unable to fulfill their usual work assignment obligations because of conflict with Hours of Service regulations.

For the purpose of seniority in dispatching, Brokers working in the domestic operations 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.

17.05: 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 pm 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.

17.06: 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.

17.07: Hours worked over nine per day or forty-five per week (non-pyramided) 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. Dock, Maintenance, and Local Drivers will carry their overtime thresholds with them when doing work outside their department during, or at the end of, their shift; however, time logged on mileage-rated operations performed outside of the employee's normal department will not be taken into account when calculating overtime for these employees.

17.08: 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.

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

17.10: 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.

17.11: It is agreed between the parties that there will be no intermingling between work normally performed by the Meyers U.S. Broker operation and the Domestic Broker operation, except at the discretion of the Company.

Full-time vacancies in each operation may be filled by job posting by brokers from the other operation and, should such a transfer occur, such brokers may carry their seniority. These provisions do not, however, apply to the annual job bid set out in Article 17.01.

Should a broker working in the US operation transfer to a domestic position prior to the expiry date of designated decals, he/she shall be responsible for all replacement and administrative costs of these decals. All unassigned decals must be turned back to the Company for reuse by the Company, If this is not possible, all associated costs will be borne by the broker

17.12: A highway driver or Broker completing a trip at other than his home terminal will not be booked off at the destination terminal if he has less than 8 hours on duty provided he does not refuse work for which he is qualified.

17.13: Drivers held over shall be given preference for first return home loads. Should there be no return loads available at the end of lay over, Drivers or Brokers held over shall be given dispatch preference in accordance with the following.

- If when such a Driver or Broker ends his lay over there are sufficient loads for him and all other available Drivers and Brokers at that terminal, dispatch will be based on company seniority.
- If, when such Driver or Broker ends his lay over the laid over Driver or Broker's company seniority would not be sufficient to be given a dispatch, he shall be given the last load available nonetheless.
- Should a laid over Driver or Broker decline any dispatch and elect to wait for a load to his home terminal he will be permitted to do so but will not be compensated for such waiting time.
- When a Driver is laid over, away from home terminal, layover pay will commence after 10 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 dispatch.
- Drivers or Brokers will not be laid over on weekends except on consent.

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, the driver will receive up to \$25.00 (Canadian money if spent in Canada, American money if spent in the United States) toward expenses after twenty-four continuous hours away from home. This rate will become \$27.00 April 3/05 and \$30.00 April 2/06. After each succeeding eight hours continuously away from home, they will receive an additional **ten** dollars (Canadian money if spent in Canada, American money if spent in the United States). Receipts must be presented.

17.15: On completion of a tour of duty at their home terminal Drivers and Brokers must take a minimum of 10 hours off between runs. When a Driver or Broker is called into work by the Company they will be allowed a maximum of two (2) hours without pay to report to work.

17.16 When two or more drivers or brokers are at a US customer's facility at the same time and are available to take and complete a dispatch in the time required, the senior employee

will be dispatched first unless the junior employee has been empty and available for dispatch for more than four (4) hours before the senior employee.

17.17 The Company will permit 3 Brokers per calendar year to become Company Drivers by claiming a Company job on an interim bid. In cases where a job is open, the job will be awarded to the senior person. Brokers changing status in this manner will carry their full seniority for lay off purposes but not for work preference until the first annual bid after the status change.

If a Broker bids or claims a specific job (covered by 17.01 (c)) they will remain on that job until the next annual bid.

Brokers moving to Company Driver jobs will be established as domiciled at the terminal where the job is and will not be able to move except as provided in the Collective Agreement.

Eligibility for Health and Welfare benefits will be immediate on a Broker becoming a Company Driver.

Vacation entitlement will commence the calendar year after they become Company Drivers. Subsequently they will be entitled to vacation in accordance with the Collective Agreement for time off and vacation pay calculated based on their earnings as Company Drivers.

For Owner Operators who have been contracted with Meyers for 2 years or more when they change to Company Driver status RRSP will be administered at the maximum level immediately without retroactivity.

18.18: 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.

17.19: Local work will be defined as any work performed within the recognized service area of each terminal. Work performed in said service area by Drivers on Local bids will be compensated as local work.

The Company may institute a mileage and hourly basis of pay for operations where it is to the mutual advantage of both parties to pay on this basis. However, in such cases the basis shall be determined through a conference between the Company and the Union.

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

17.20: 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.

## **ARTICLE 18**

### **GENERAL**

18.01: Employees handling hazardous material shall be supplied any personal protective equipment required except basic work gloves and safety footwear.

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

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

18.04: Employees shall not be held responsible for damage while towing or pushing a vehicle if instructed to do so by The Company.

18.05: 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.

18.06: 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.

18.07: If any Government Legislation is introduced that would restrict employees to a **forty** hour 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.

18.08: The regular monthly dues of The Union shall be deducted from brokers.

18.09: **All** Drivers must immediately report **all traffic** violations (**on** duty and off duty) and all **CVOR** violations while in control of a commercial motor vehicle to the Company. The driver **must** assist the Company in defending such charges in connection with a commercial motor vehicle in Ontario, Quebec or **the** USA. Such assistance will be without pay except in circumstances where the violation was caused by the Company's wrongdoing. Every reasonable effort will be made to assign the driver a load to the Court area in question and provide transportation at no charge to and from the Court House.

18.10: 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.

18.11: Paid Education Leave: The Company will pay fifty (50) cents per employee for each week worked, commencing April 6th, 1996.

18.12 Escorts are currently being provided by the customer for tobacco in both Toronto and Montreal. Should this practice be discontinued, drivers making those pick ups will not be assigned additional pick ups but rather dispatched directly to the respective terminal. Drivers will not be forced to pick up Alcatel copper loads with the understanding that this may limit their work opportunity. Should such refusal result in additional waiting time such waiting time will not be compensated

18.13: Company will determine what version of PC Miler will be used and advise the Union. The Company reserves the right to change versions on 30 days notice. The Company and the Union will review any changes on regular lanes.

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

**ARTICLE 19**

**DURATION**

19.01: This agreement shall become effective on ratification and shall remain in full force and effect until March 28, 2010.

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 Belleville this

For the Company:

Joe Ball

Kim Van Rompaey

Natalie Meyers

For the Union:

Wayne Bates

Wayne Campbell

Paul Rashotte

Len Porier

**APPENDIX "A"**

**COMPANY RATES OF PAY**

<b><u>HOURLY RATES OF PAY</u></b>	<b><u>April 1 2007</u></b>	<b><u>March 30 2008</u></b>	<b><u>March 29, 2009</u></b>
Lead Hand	18.25	18.71	19.18
Toronto & Montreal LH	19.03	19.51	20.00
Highway Hourly	17.20	17.63	18.07
Toronto & Montreal Based	17.97	18.42	18.88
Highway Mileage	.378	.388	.398
Local Tractor	17.12	17.55	17.99
Toronto & Montreal Local Tractor	17.89	18.34	18.80
Dock	16.87	17.29	17.72
Toronto & Montreal Dock	17.66	18.10	18.55
Dock (If qualified and bid to shunt and deliver locally)	17.12	17.55	17.99
Toronto & Montreal Qualified Dock	17.89	18.34	18.80
Dock Helper	11.67	11.96	12.26
Gatekeeper	13.20	13.53	13.87
General Helper	10.58	10.85	11.12
Mechanic "A" Lic.	20.63	21.15	21.68
Mechanic Lead Hand	21.68	22.22	22.78
Mechanic Semi Skilled	17.12	17.55	17.99
Drivers on the JPE bid.	15.54	15.93	16.33

Drivers on Constock will be considered Highway Drivers and switches at Quaker Oats Peterborough and Quaker Oats Trenton will be paid at \$5.00 per switch.

Company Drivers operating within the U.S. will be paid in accordance with Appendix A(1)

The Company may introduce incentive plans to some or all of the employees providing payments related to work performance. However, notwithstanding the introduction of such plans, it is agreed that no employee working under an incentive plan will receive less gross pay, as calculated over a pay period, than would have been payable under the mileage and hourly rates in this Agreement.

The Company may from time to time post specific new or additional jobs or runs to be paid on a flat rate basis. No incumbent Employee or Broker will be required to take such job. Prior to posting such job an agreement will be struck with the Local Union with respect to pay rate and operational details. Incumbent Employees or Brokers bidding such job will have 20 working days to evaluate the work and, if they choose to do so, to return to the position they occupied prior to bidding the flat rate job.

Further, the incumbent may, on 30 days notice vacate the flat rate job and exercise their seniority to claim a position for which they are qualified within the terminal or department they occupied prior to bidding the flat rate job. Should the job rate change the incumbent will be advised of the change and have the option to continue in the job or to exercise their seniority in the same manner as if the job ceased to exist.

In the event the job ceases to exist the incumbent will exercise their seniority in accordance with the Collective Agreement.

Employees shall not take more than one-half (1/2) continuous hour for meals. No employee shall be compelled to take more than one-half (1/2) continuous hour for lunch. The meal period is to be taken between the 3<sup>rd</sup> and 6<sup>th</sup> hour where practicable.

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 driver's responsibility to arrange the taking of the coffee break so as to cause a minimum of delay in the performance of their work.

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

For Employees hired after May 23, 1995, Probationary Rates will apply as follows:

Job rate less \$0.50 per hour until completion of probation period set out in Article 6.05

Probationary rates do not apply to work done in the following job classifications: Dock Helper, General Help

#### HIGHWAY DRIVERS:

Highway drivers will be permitted to operate at posted speed limits, to a maximum of 100 kilometres per hour.

Company drivers will be paid up to one-quarter (1/4) hour before appointment times.

Company drivers will be paid one-quarter (1/4) hour per drop and one-quarter (1/4) hour per hook at all locations other than terminals.

#### Terminal Switches:

A highway driver's **second** and subsequent switches on each shift will be paid at the rate of \$5.00 per switch.

For these purposes, a switch is a drop and hook at the same terminal. However, the initial hook at the beginning of the shift and the final drop at the end of the shift will together be considered to be one switch.

Shift Premium -- Forty cents (\$0.40) per hour for Maintenance and Dockman for his full shift when the majority of his hours worked fall between 6:00 p.m. and 7:00 a.m. Goes to Forty-five cents (\$0.45) April 3/05 and Fifty cents (\$0.50) April 2/06.

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

#### Driver Trainees

Domestic and International Driver Trainees will be paid as follows provided all dispatches are accepted as offered.

Week 1, \$450.00; Week 2, \$495.00; Week 3, \$535.00; Week 4, \$585.00; Week 5, \$625.00; Week 6, \$720.00

Except where special arrangements are made with the Union, the training period hereunder shall not exceed six (6) weeks. However, if the trainee does not progress satisfactorily the may be terminated before the end of the training program.

If the trainee demonstrates, to the Company's satisfaction, the ability to run without a trainer prior to the end of the six (6) week period, they will be paid at the full rate once he/she starts to run without a trainer. The 45-day probation period will not commence until the trainee starts to run without a trainer.

**International Driver Trainers:**

The Company will pay drivers of company trucks who are authorized driver trainers a salary of \$1000.00 per week while training provided all dispatches which are in the usual run of the Company's business are accepted as offered, rather than the regular mileage rate. Further, driver trainers will be paid a \$.02 per mile premium for all miles driven while not training. Driver trainers will be required to undertake training provided by the Company. This training will be without pay but the costs associated with it will be born by the Company.

**Domestic Driver Trainers:**

The Company will pay a 10% premium for all hourly or mileage wages earned in the course of acting as a Driver Trainer. Driver Trainers may be required to undertake training from time to time. The cost of the training and related expenses will be borne by the Company and the Driver Trainer will be compensated at his or her regular hourly rate for the time required.

## **APPENDIX A(1)**

### **COMPANY DRIVERS IN U.S. RATES OF PAY**

**MILEAGE and HOURLY: SAME AS DOMESTIC HIGHWAY**

For US operations, distance will be that provided in the most recent version of PC Miler which the Company owns and will be by the “practical” route.

Paid at the prevailing Highway hourly rate for delay at the border provided the reason for the delay is specific to the load the driver is carrying and not as a result of a driver’s action or omission. Such claim for payment must be accompanied by such supporting documentation as the Company may reasonably require.

When the outstanding balance of a Driver’s cash advances does not exceed fifty dollars (\$50.00) when balanced against receipts for money spent on Company business, no deduction will be made from any but the driver’s final pay. If the amount exceeds fifty dollars (\$50.00) a deduction sufficient to reduce the balance to fifty dollars (\$50.00) will be made.

## **APPENDIX "B"**

### **RULES AND REGULATIONS**

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

#### **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.

#### **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 offence = 1 day off
  - 2nd offence = 3 days off
  - 3rd offence = 1 week offSubsequent offenses = additional time off to dismissal

D. Failure to ensure that power equipment is properly serviced for fuel, oil and water before leaving the terminal:  
1st offence = reprimand  
2nd offence = 3 days off  
3rd offence = 1 week off  
Subsequent offenses = subject to dismissal

E. Failure to properly tarp cargo and equipment:  
1st offence = 3 days off  
2nd offence = 1 week off  
Subsequent offenses = 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 offence = reprimand  
2nd offence = 3 days off  
3rd offence = subject to dismissal

G. Failure to report mechanical defects in equipment if known:  
1st offence = 3 days off  
2nd offence = 1 week off  
Subsequent offenses = subject to dismissal

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

- J. All tires are to be checked before leaving the yard and every seventy miles (100 kilometres) thereafter. All tires should also be checked upon returning to the yard.
- 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = 1 week off
- Subsequent offenses = 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 offence = immediate dismissal
- B. Reporting for duty under the influence of intoxicants or illegal stimulants:
- 1st offence = immediate dismissal
- C. Theft, dishonesty or willful damage or failure to turn in monies collected:
- 1st offence = immediate dismissal
- D. Discourtesy to a customer, supplier, or fellow employee (subject to investigation):
- 1st offence = reprimand
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
- E. Mishandling or abuse of any company equipment or property, excluding cargo, according to the degree of negligence or carelessness:
- 1st offence = reprimand to 3 days off
  - 2nd offence = 3 days to 1 week off
  - 3rd offence = subject to dismissal
- F. Failure to obey instructions of authorized personnel:
- 1st offence = reprimand
  - 2nd offence = subject to dismissal
- G. Flagrant disobedience of orders of authorized personnel:
- 1st offence = subject to dismissal

- H. Failure to make proper collections:
  - 1st offence = reprimand
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
  
- I. Negligence in loading or unloading, and handling of freight:
  - 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = subject to dismissal
  
- J. Conviction resulting in loss of driver's license while operating company equipment:
  - 1st offence = subject to dismissal
  
- K. 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.
  
- L. Late time deliveries when stipulated:
  - 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = 1 week off
  - 4th offence = subject to dismissal
  
- M. Smoking of any form while fuelling up:
  - 1st offence = 3 days off
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
  
- N. Smoking of any form while fuelling up:
  - 1st offence = 3 days off
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
  
- O. 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 offence = reprimand
  - 2nd offence = subject to dismissal

- P. Failure to lock and pin lock a loaded 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 offence = reprimand  
2nd offence = 3 days off  
3rd offence = one week off  
4th offence = subject to dismissal
- Q. Driving a Company vehicle without a valid and current drivers licence:  
1st offence = subject to dismissal

## **REPORTS**

- A. Intentionally punching another employee's time card:  
1st offence = subject to dismissal
- B. Deliberate falsification of time cards or trip reports:  
1st offence = subject to dismissal
- C. Failure to report to dispatcher at specified times when required to do so while on duty:  
1st offence = reprimand  
2nd offence = reprimand  
3rd offence = 3 days off  
subsequent offenses = subject to dismissal in aggravated cases
- D. Failure to hand in Trip Sheets in a timely manner:  
1st offence = reprimand  
2nd offence = reprimand  
3rd offence = 3 days off  
subsequent offenses = subject to dismissal in aggravated cases

## **DRIVING BEHAVIOUR**

- A. Failure to follow routings as designated or instructed:
  - 1st offence = 3 days off
  - 2nd offence = subject to dismissal
  
- B. Driving at speeds in excess of government posted speed limits:
  - 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = 1 week off
  - 4th offence = subject to dismissal
  
- C. Deliberate tailgating:
  - 1st offence = reprimand to 1 week off
  - 2nd offence = subject to dismissal

## **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 after having been instructed to do so:
  - 1st offence = reprimand to 1 week off
  - 2nd offence = subject to dismissal
  
- D. Any employee absent due to illness must supply substantiating evidence satisfactory to management when required.

## APPENDIX "C"

### PENSION CONTRIBUTION

To encourage savings toward a retirement income, in addition to the statutory contribution towards the Canada Pension Plan, The Company will contribute fourteen dollars (\$17.00) per week for each week in which over **twenty-four** (24) hours are worked for all drivers with one years seniority. This sum will be paid to the employees by cheque in January each year. Federal income tax is not withheld on these moneys. Each employee must match the company's contribution and can set aside any additional amount they desire. An employee who quits or retires shall be entitled to receive his own and any company contributions accumulated since the previous payout. Effective March 29, 2009 the contribution amount will increase to nineteen dollars (\$19.00) per week with the same rules a practice remaining.

PFL employees shall be covered by the provisions in paragraph 1, effective ratification, 1998.

Canada Transport Employees: Pension benefits will be the same as they were under the provisions of the former Canada Transport Agreement (status quo spelled out as follows):

Contributions Employer:

The Company shall contribute to the CAW Pension Trust Fund an amount equal to 1% (\*) of the Employee's earnings as defined in the Collective Agreement.

Contribution Employee:

The Employee shall contribute 1% (\*) of the Employee's earnings as defined in the Collective Agreement.

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

(\*) Please note that certain employees may be grandfathered prior to April 1, 1989 at a contribution level in excess of the compulsory 1% level.

**HEALTH AND WELFARE BENEFITS**

The Company will pay 100% of the premiums for the following benefits:

Life Insurance	\$30,000
AD&D	\$30,000

Dental (basic) 100% claims paid ODA fee schedule in effect at time of treatment.

Vision Care: Effective March 30 2008 A maximum allowance of \$250.00 per person every two (2) years for employees, an employee’s spouse or dependent children including examinations.

Major Medical - deductible: \$25.00 single  
\$50.00 family

Long term Disability 17 week waiting period  
2 year payout maximum  
Own Occupation Criterion  
60% of Monthly Earnings to a  
Maximum of \$1,200 Monthly  
Premiums to be paid 100% by the employee  
CPP Full Offset

The carrier of the benefits will be at The Company’s discretion.

Coverage under the Major Medical and Dental Plan will cease once an employee is no longer entitled to Long Term Disability Benefits. However, this will not apply to employees on LTD as of the date of ratification in 2004 (June 13).

Benefits will cease for Drivers or Brokers who become 65 on or after January 1, 2008. For Drivers and Brokers who are 65 or over on or before December 31, 2007 status quo will remain as long as they are permanent full time employees.

**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)



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 thirty (30) days of the receipt by the Company of the Broker's invoice and 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.

The US mileage Broker pay schedule will coincide with the percentage of revenue Broker with the same lag. The change to this system will be effective on four (4) weeks notice. There will be a one week transition pay. During this transition, only one half (1/2) of the biweekly fuel costs will be deducted. The balance will be deducted on the following pay.

During this transition week Brokers may borrow up to \$1000.00 from their holdback. This will be repayable at 10% of net earnings per subsequent pay to a maximum of \$200.00 per pay. Such borrowing will have no impact on the interest determination for holdback amounts.

3. **OWNERSHIP OF VEHICLE:** The Company and Broker agree to utilize the equipment in the Company's name or in the Broker's name as set out in Schedule "A" attached hereto and forming part of the Company's name it is understood that the vehicle as set out 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 owed 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 U.S. 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 Broker 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 Broker; 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 to the Broker with 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 Broker. Border decals are the responsibility of the Broker. IRS (Heavy Vehicle Use Permits) will be ordered by the Company and charged back to the Broker accordingly.

(f) Trailer: The Company will supply the Broker with trailers and trailer equipment as required, properly licensed 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.

Percentage of Revenue and Local Brokers pay for vehicle insurance @ 6%.

The insurance will be reduced to 5.75% after one year of safe driving from April 1, 1998 with no preventable accidents. Insurance will be reduced to 5.5% after two years of safe driving from April 1, 1998 with no preventable accidents. Any accident deemed preventable will cause the insurance rate to increase by 0.25%. to an overall maximum of 6%. Preventable accidents will be determined by the Accident Review Committee.

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 above \$2500.00 if the accident was non preventable, and above 3000.00 if the accident was preventable.

Note: Insurance deductible 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.

Receipt for income tax will be provided annually by the Company.

10. **COSTS BORNE BY BROKER:** 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 Broker unless otherwise agreed by the parties.

(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 Broker's commercial vehicle in the Company's service or otherwise unless knowingly instructed by Management to engage in such breach.

(e) no later than April 1, 1999, all Brokers must have a satellite and a pager in their truck. The Company will purchase and pay for installation. The satellite and pager remain the property of the Company, If the Broker does not remain in service with the Company for one year from date of installation, the Broker will be charged \$250.00 towards the cost of installation and de-installation, The Company will charge \$50.00 per month for use of the satellite and pager.

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) Any broker purchasing a new truck or repainting an existing truck will be paid a bonus of \$1500.00 in three equal instalments over a 1 year period if the colour chosen is to Company specifications.

12. **WORKERS SAFETY & INSURANCE BOARD:**

(a) The Company represents and warrants that coverage under the various provincial workers' Compensation statutes and regulations including Local and Percent of Revenue Brokers has been obtained and is in full force and effect. The Company will pay the required contributions to the WSIB for Local and Percent of Revenue Brokers. The Company must be notified in writing of any driver changes.

(b) Coverage from the Workplace Safety & Insurance Board must be obtained by Brokers who have more than one unit, and by Domestic Highway Brokers, and International Brokers who elect the mileage paid option. The Broker shall pay for such coverage himself. Such Broker will be responsible and will obtain coverage with the Workplace Safety & Insurance Board or equivalent and will supply evidence of such coverage to the Company if required.

(c) If a Percent of Revenue Broker or Local Broker opts for independent Broker status and obtains insurance coverage which is equivalent to and a substitute for Workplace Safety & Insurance Board coverage, the Company will contribute up to two percent (2%) of the Broker's gross revenue towards the premium cost of such coverage rather than pay the WSIB premiums.

(d) **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 costs are to be borne by the Brokers.

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 Broker 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 repairs 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 preceding 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 \$20.00 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 any time provided forty (40) 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 give 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 a 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 II shall have priority and shall be adhered to.

24. Section II and its Schedules 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 Local 4268 of the CAW.

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        20    .**

**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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### **Beyond Ontario Tractor (U.S.A. Permitted Vehicles)**

The Company will pay or cause to be paid to the Broker a percentage of Gross Revenue in Canadian dollars for LTL shipments. Effective ratification 68%, effective April 1, 2002 09%; effective April 1, 2003 70%. For truckload shipments the rate in Canadian dollars will be 69.5% effective ratification; 70% effective April 1, 2003. This will be divided as follows: Fifty-five percent (**55%**) for equipment; balance for labour, benefits and insurance, For the purposes of this paragraph, "Truckload" is defined as a shipment with one Shipper and one Consignee. US dollar figures will be converted to Canadian dollar figures at a rate within 2% of the Bank "Buy Rate" (the rate at which the Company would sell US dollars to the Bank). Pay statements will indicate which bills are paid in US dollars.

If US dollar expenses can be offset against US dollar revenue, it will be done before the exchange rate is applied. If there is insufficient US dollar revenue to cover the US dollar expense, the rate for the expenses will be at the Bank "sell rate".

If the revenue from a load is received in US funds, the Percentage of Revenue Brokers will be paid in US funds provided such broker has a \$US bank account to which the Company can transfer funds by direct deposit electronically.

Where the Broker does not complete a shipment from the original pick up to the final delivery, and where the Company handles the shipment in some way, the Company will advise the Broker as to the rate that the Company will charge back to the Broker. This will be done either through Dispatch or through the "Alt U" function via Satellite.

Alt U-Co. sets local cartage rates; terminal to terminal rates @ \$.05 per skid per **mile**.

Wayfreighting; At ratification flat \$20.69; April 1, 2002 flat \$21.10; April 1, 2003 flat \$21.52. The Company will pay \$0.02 per skid per mile to percentage of revenue Brokers for Company freight moved between terminals as Wayfreight.

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

If no load is available when the Broker advises Dispatch that he is empty and available for work yet there is no current work, then the Broker is encouraged to provide his own legal return load. In the event that he secures a load from a freight broker then the Broker may deal directly with this party. The Broker 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 Broker twenty percent (20%) of gross Revenue for the use of the trailer and insurance. The Broker will be responsible for arranging the total fee and the collection of same.

If a broker is in the US empty and is available by 10:00 am waiting for an inbound dispatch, he will be paid a flat layover rate of \$75.00 for each consecutive night without a dispatch. Waiting is defined as moving less than 75 miles an dispatch instructions. The layover must be pre-approved by dispatch to be eligible for payment..

All non-revenue kilometres in excess of 240 kilometres (155 miles) run on instructions from Dispatch between any two stops will be paid at the Ontario Highway Tractor rate. On runs exceeding 2500 kilometres (1550 miles) round trip then all non-revenue kilometres in excess of 500 kilometres between any two stops run on instructions from Dispatch will be paid for at the Ontario Highway Tractor rate.

The US Percentage of Revenue Broker will be guaranteed a minimum round trip revenue to the Broker (after Alt U) of:

- a) on round trips of 700 miles or less, \$1.05 per mile.
- b) on round trips of 701 miles to 1000 miles, \$1.01 per mile.
- c) on round trips of 1001 miles to 2000 miles, \$1.00 per mile.
- d) on round trips of 2001 miles or greater, \$0.95 per mile.

Miles will be calculated using PC Miler. The above rates will be adjusted to reflect the current fuel escalator amount.

For US operations, distance will be that provided in the most recent version of PC Miler which the Company owns and will be by the “practical route”.

International percentage of revenue brokers will be paid 90% of the billed amount of fuel surcharge.

US Mileage Rate Available as an Annual Option: Once per year, the US Broker may opt to be paid by the mile instead of using the percentage of revenue option outlined above. The rate will be as per schedule B(1).

The rates in Schedule B include annual vacation, statutory holidays, overtime, Canada Pension, unemployment Insurance, OHIP, and Group Insurance, W.C.B. contributions.

## SCHEDULE B(1)

### US MILEAGE RATE OPTION

Meyers will pay

For US operations, distance will be that provided in the most recent version of PC Miler which the Company owns and will be by the “practical” route.

Per Loaded mile same rate as for Domestic Brokers

Per Empty mile same rate as for Domestic Brokers

For loading or unloading of a trailer; at ratification \$18.00. Effective March 29, 2009 \$20.00  
(Does not include drop or hook)

If a US mileage broker has to load or unload freight at a dark Company terminal, he shall be paid \$16.00 for such stop.

Per hour after two (2) consecutive hours unloading or loading at the same customer 20.28 plus the current fuel escalator. In order to qualify for additional hourly payments the delay must not be as a result of the Broker’s action or omission and such claim for payment must be accompanied by such supporting documentation as the Company may reasonably require.

For delays at border crossings after one (1) hour at the prevailing hourly cartage rate provided cause of the delay is specific to the shipment(s) the broker has and is not caused by an error on the part of the broker.

All road and bridge crossing tolls with receipts.

All Canadian and U.S. licenses, including trip permits and U.S. heavy vehicle use tax.

Vehicle insurance.

Broker will pay;

The Broker will arrange for coverage under the Workers Compensation Act or an alternative coverage for himself and any drivers he employs and agrees to provide the Company with clearance certificates every six months from WCB or alternative coverage in place.

Vehicle insurance deductible as per % of revenue agreement.

### **Reference to the Collective Agreement**

The following items in Section I of this Agreement **apply** to Brokers:

Item #1; Item #2.01, 2.02, 2.04, 2.05, 2.06, 2.07, 2.08; Item #3; Item #4; Item #5; Item #6; Item #7.01; **Item #7.03**; Item #8; Item #9.03; Item #10; Item #12; Item #13; Item #16.07, 16.08; Item #16.10; Item #17.01, 17.02, 17.03, 17.04, 17.05, 17.11, 17.12, 17.15, 17.17, 17.18, Item #18,; Item #19; Appendix B.

## SCHEDULE "C"

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

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

B The Broker agrees to provide one driver, to each vehicle; these drivers must be competent persons, properly licensed 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.

No Broker may be compelled to put a second driver on his truck unless he is or is expected to be unavailable for more than two consecutive weeks. **If** the Broker's absence is due to medical emergency, an accommodation will be reached.

C **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 Broker status or vice versa.

The Broker will hold seniority and not the truck irrespective of the driver. For Brokers with more than one truck contracted to the Company subsequent trucks will be ranked based on the time the current driver has been in the truck.

If the Broker is normally also the driver and a replacement is needed for a time anticipated to be less than 4 weeks the truck will be dispatched at the bottom of the list. For longer-term replacements the policy above will apply.

The Broker will pay one set of Union dues for each truck contracted to Meyers no matter the length of time the current driver has been on the truck.

D **Vehicle Certification:** The Broker must have his vehicle certified annually in accordance with MTO requirements. It will be the responsibility of the broker to get the vehicle to a suitable Meyers maintenance shop for the certification at a time convenient to the Company and, in such event, the Company will not charge far this certification. If however, the Broker prefers to use an outside shop for the certification, then he may have the

vehicle certified at his own expense and submit a copy of the certification Certificate to the Company's Safety Department.

The Company will have the option to inspect the Broker's vehicle quarterly. Such inspection may take place at a suitable Meyers' maintenance shop, or, if the Broker so desires, at an outside shop, pre-approved by the Company. The cost of such inspection shall be borne by the Company. However, the cost of any and all repairs arising out of any inspection, including certification, will be the sole responsibility of the Broker.

However, if a vehicle is less than 4 calendar years old, the inspection may only be required every four months.

E. **Replacement Vehicles:** If a Broker'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 Broker provided the Broker pays all costs associated with the substitution.

F. **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.

The Company will pay a fuel escalator to mileage and hourly Brokers from time to time determined in accordance with the following formula:

1. The Company shall determine its fuel price for each month as close to the beginning of the month as possible and compare that price to the "base price", as defined below. For each full \$.01 / litre increase above the base price then in effect the mileage rates set out in Schedule "B" shall be increased for that month by .625 cents per mile rounded to the nearest 3 decimal points plus \$0.015 (1.5 cents) per mile. For each full \$0.01 / litre increase above the base price then in effect, the hourly rate will be adjusted by \$0.179 per hour and such escalator shall apply to all hourly rates for highway brokers that month. The adjustment for the Standby and Wayfreighting rate will be \$0.124 / hour for each full \$0.01 / litre increase.

2. The "base price" will be for year 1 = 0.5160. Year 2 = 0.5289. Year 3 = .5421

G. The Company will pay for fax messages on presentation of receipt.

H. The Company will provide parking at the Company terminals for Brokers at no charge.

## SCHEDULE "D"

### Truck Specification

1. When ordering a new truck, the 5th wheel height must be between 47" and **48"** effective date of signing.
  
2. All newly acquired or replacement vehicles must be equipped with VORAD or other similar collision avoidance devise where the Company believes that the highway miles will justify the expense. The Company will pay for and own the device. If the broker does not remain in service with the Company for one (1) year from the date of installation, the Broker will be charged \$250.00 towards the cost of installation and de-installation.
  
- 3 All newly acquired or replacement vehicles must be tandem axle tractors. If they are intended primarily for domestic use they must be licensed to a minimum of 50,000 kg. All other vehicles must meet these standards by April 1, 2008.

Current Broker's vehicles may be grandfathered on request provided that the Broker is prepared to forego seniority on start time is the work dictates from time to time.

### Supplies and Equipment

The Broker 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 Broker 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 Broker in any state, province or County where the Broker 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 Broker accordingly.

The Company shall have access to the Brokers 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 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 kilometres between each stop. (If odometer readings are used, please indicate whether kilometres or miles)
2. Indicate the nature of the stop. (i.e. Switches (S), Customer Pickup (CP), Customer Delivery (CD), Standby (ST)).

**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/Quebec (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.

**Standby (ST):** This applies to delay after one hour while involved in yard work or after two hours at customers stop. This should not be confused with idle time between loads. Standby is to apply after two (2) hours because of breakdown of Company trailer requiring the Broker to wait if that breakdown occurs at a Meyers terminal. If the trailer breaks down at a point other than a Meyers terminal, Standby will be paid from the time at which Dispatch has been notified of the breakdown.

**Wayfreighting** is defined as stopping at Meyers terminals between the start of a trip and the destination, to drop off and/or pick up traffic, where no change of equipment takes place.

**INTERNATIONAL - SPECIAL ADDITIONAL INSTRUCTIONS**

1. Indicate any change between Ontario and International status clearly.
2. Indicate port of entry or exit.
3. Indicate general route taken.
4. Show clearly when a new day starts and ends by leaving a blank line and showing a.m. or p.m. beside your times.

I fully realize that the record keeping required to comply with the above guidelines takes time and effort. However, we feel it will speed up payroll and reduce the number of adjustments. **As** well, it will allow us to invoice customers for extra work when possible.

If a customer pays the Company a sum because of a delay, the Broker will be paid 67.3% of that sum.

The follow describes how paper should be carried in each tractor:

Put	M V P	)	On one side of the
	P C V	)	Insurance folder
	Pink Ins. Slip	)	

Put all fuel permits on the other side with accident report forms.

Put into envelope with: 1 pad of bills of lading, 1 copy of running rights, 1 copy of bond letter

## **SCHEDULE "F"**

### **RULES AND REGULATIONS**

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

### **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.

### **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 offence = 1 day off
  - 2nd offence = 3 days off
  - 3rd offence = 1 week offSubsequent offenses = additional time off to dismissal

- D. Failure to ensure that power equipment is properly serviced for fuel, oil and water before leaving the terminal:  
1st offence = reprimand  
2nd offence = 3 days off  
3rd offence = 1 week off  
Subsequent offenses = subject to dismissal
- E. Failure to properly tarp cargo and equipment:  
1st offence = 3 days off  
2nd offence = 1 week off  
Subsequent offenses = 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 offence = reprimand  
2nd offence = 3 days off  
3rd offence = subject to dismissal
- G. Failure to report mechanical defects in equipment if known:  
1st offence = 3 days off  
2nd offence = 1 week off  
Subsequent offenses = subject to dismissal
- H. Failure to maintain a respectable personal appearance:  
1st offence = reprimand  
2nd offence = 3 days off  
3rd offence = 1 week off  
4th offence = 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 offence = reprimand  
2nd offence = 1 day off  
3rd offence = 3 days off  
4th offence = subject to dismissal

- J. All tires are to be checked before leaving the yard and every seventy' miles (100 kilometres) thereafter. All tires should also be checked upon returning to the yard.
- 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = 1 week off
- Subsequent offenses = 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 offence = immediate dismissal
- B. Reporting for duty under the influence of intoxicants or illegal stimulants:
- 1st offence = immediate dismissal
- C. Theft, dishonesty or willful damage or failure to turn in monies collected:
- 1st offence = immediate dismissal
- D. Discourtesy to a customer, supplier, or fellow employee (subject to investigation):
- 1st offence = reprimand
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
- E. Mishandling or abuse of any company equipment or property, excluding cargo, according to the degree of negligence or carelessness:
- 1st offence = reprimand to 3 days off
  - 2nd offence = 3 days to 1 week off
  - 3rd offence = subject to dismissal
- F. Failure to obey instructions of authorized personnel:
- 1st offence = reprimand
  - 2nd offence = subject to dismissal
- G. Flagrant disobedience of orders of authorized personnel:
- 1st offence = subject to dismissal

- H. Failure to make proper collections:
  - 1st offence = reprimand
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
  
- I. Negligence in loading or unloading, and handling of freight:
  - 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = subject to dismissal
  
- J. Conviction resulting in loss of driver's license while operating company equipment:
  - 1st offence = subject to dismissal
  
- K. 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.
  
- L. Late time deliveries when stipulated:
  - 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = 1 week off
  - 4th offence = subject to dismissal
  
- M. Smoking of any form while fuelling up:
  - 1st offence = 3 days off
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
  
- N. Smoking of any form while fuelling up:
  - 1st offence = 3 days off
  - 2nd offence = 1 week off
  - 3rd offence = subject to dismissal
  
- O. 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 offence = reprimand
  - 2nd offence = subject to dismissal

- P. 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 offence = reprimand  
2nd offence = 3 days off  
3rd offence = one week off  
4th offence = subject to dismissal
- Q. Driving a Company vehicle without a valid and current drivers licence:  
1st offence = subject to dismissal

## **REPORTS**

- A. Intentionally punching another employee's time card:  
1st offence = subject to dismissal
- B. Deliberate falsification of time cards or trip reports:  
1st offence = subject to dismissal
- C. Failure to report to dispatcher at specified times when required to do so while on duty:  
1st offence = reprimand  
2nd offence = reprimand  
3rd offence = 3 days off  
subsequent offenses = subject to dismissal in aggravated cases
- D. Failure to hand in Trip Sheets in a timely manner:  
1st offence = reprimand  
2nd offence = reprimand  
3rd offence = 3 days off  
subsequent offenses = subject to dismissal in aggravated cases

## **DRIVING BEHAVIOUR**

- A. Failure to follow routings as designated or instructed:
  - 1st offence = 3 days off
  - 2nd offence = subject to dismissal
  
- B. Driving at speeds in excess of government posted speed limits:
  - 1st offence = reprimand
  - 2nd offence = 3 days off
  - 3rd offence = 1 week off
  - 4th offence = subject to dismissal
  
- C. Deliberate tailgating:
  - 1st offence = reprimand to 1 week off
  - 2nd offence = subject to dismissal

## **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 after having been instructed to do so:
  - 1st offence = reprimand to 1 week off
  - 2nd offence = subject to dismissal
  
- D. Any employee absent due to illness must supply substantiating evidence satisfactory to management when required.