

COLLECTIVE AGREEMENT

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter called the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter called the "Union")

Effective: April 1, 2014 to March 31, 2017

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ARTICLE 1 - PREAMBLE

1.01 The Company and the Union agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company, all persons covered by this Agreement, and the Union, to promote efficiency and service, and sets forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.

ARTICLE 2 - SCOPE OF THE BARGAINING UNIT

2.01 The Union shall be the exclusive bargaining agent for all employees of Mackie Moving Systems Corporation working in and out of the provinces of Quebec and Ontario, including directly-employed drivers; drivers referred by employment agencies working for Mackie and in respect of which Mackie exercises fundamental control; owner operators and/or brokers; drivers for owner-operators and/or brokers who provide transport services only to Mackie; excluding employees in the Pitney Bowes Contract Division, the Lear Seating Contract drivers assigned to Mackie by Adams Services (now employees of Mackie Transport Limited), and such brokers and their drivers whose operations or situation are found by the Board to be more discrete and who do not fully share a community of interest with employees in the bargaining unit, the Auto Hauling Maritimes employees, and the Household Goods "A" (Extra provincial) Division employees; and also excluding dispatchers, office and sales staff, supervisors, and those above.

2.02 This Agreement is applicable to drivers, helpers and warehouse workers in the bargaining unit who are direct employees of the Company and is applicable to other members of the bargaining unit to the extent specified in the Appendix or Appendices to this Agreement.

2.03 Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.

2.04 The Company agrees not to enter into any agreement or contract with its employees within the bargaining unit, individually, or collectively, which in any way conflicts with the terms and provisions of the Agreement.

ARTICLE 3 - UNION SECURITY AND CHECKOFF OF DUES

3.01 Maintenance of Membership

It is agreed that all employees shall maintain Union membership in good standing for the duration of this Agreement as a condition of employment.

3.02 Union Dues Authorization

All employees must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of this Agreement as their financial contribution to the Local Union.

3.03 Initial Fee Deductions

All employees hired shall, as a condition of continued employment, authorize the Company to deduct an amount equal to the Union's Initiation Fees in installments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Union along with a list of the

employees from whom the money was deducted at the same time as the Union dues are remitted.

3.04 Monthly Deduction of Union Dues

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque of each month the monthly dues of any employee covered by this Agreement and to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The check off list will include social insurance numbers and names. In the case of an employee absence on Workers Compensation, the check off shall indicate that such employee is absent on WSIB.

3.05 Deduction of Arrears Items

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in Initiation or Re-Initiation Fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's dues rate.

3.06 Check off Lists

The Union will supply the Company with a supply of printed check off forms which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall each month add the name of each new employee hired on since the remittance of the previous check off along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's check off sheet for whom a remittance is not made for any reason.

3.07 Forms to be Signed by New Employees

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deduction Authorization Forms, all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

3.08 Scope of Union Dues Deductions

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

3.09 Submission on Check off

The check off and cheques for the Union dues deducted must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted.

3.10 T4 Slips

The Company will show the yearly Union monthly dues deductions on employees' T4 slips.

3.11 The Company agrees that employees who are off work due to sickness, injury and/or Workers Compensation, shall not have Union dues or Initiation Fees deducted from their general holiday payments.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Functions

The Union recognizes and acknowledges that the management of the Company's operations and direction of the employees are fixed exclusively in the Company and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, and suspend employees, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that he has been discharged, demoted, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall first be given to the Business Representative of the Union and an opportunity given to them to make representation;
- (d) determine the nature and kind of business conducted by the Company, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, and the delegation of functions to independent agents;
- (e) determine, exercise all other functions and prerogatives which shall remain solely with the Company by the Company except as specifically limited by the expressed provisions of this Agreement;
- (f) this Section 4.01 shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement;

4.02 The Company reserves the right to discipline and discharge employees for just cause. Without restricting this general right, it is agreed that the Company may discharge any employee for the following offences. It is further understood and agreed that any grievance(s) arising out of any disciplinary action imposed pursuant to this article and/or arbitration of said grievance(s) shall be limited to determining whether or not the alleged misconduct took place. If the alleged misconduct is established the penalty imposed shall be deemed to be proper and shall not be the subject matter of review by way of arbitration.

- (a) stealing, deliberately falsifying statements or records, defrauding customers;
- (b) deliberately defacing or damaging Company property;
- (c) reporting for work under the influence of alcohol or drugs or being under the influence of alcohol or drugs while on duty;
- (d) assaulting any superior or other employee or any customer of the Company;
- (e) refusing to obey a legitimate order of a member of management;

- (f) deliberately engaging or encouraging or supporting other employees in activities which have the result of interfering with or restricting output, including but not limited to, illegal work stoppages or slowdowns.

ARTICLE 5 - UNION REPRESENTATION

5.01 Right of Access for Union Representatives

Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement provided they notify the Company and obtain approval in advance and such attendance does not interfere with the operations of the Company. Permission shall not be unreasonably withheld.

ARTICLE 6 - UNION STEWARDS

6.01 Right of Union to Appoint Stewards

(a) The Company acknowledges the right of the Union to appoint (i) one (1) Chief Steward; (ii) one (1) steward and one (1) alternate steward for the Freight division; and (iii) one (1) steward and one (1) alternate steward for the persons covered by this Agreement outside of the Freight division. If the operations of the Company are such that two (2) stewards are not sufficient, the parties may mutually agree to an additional steward(s).

(b) The Company agrees to pay fifty (50) hours per year to the Chief Steward at his regular hourly rate for processing grievances with the Company, or investigating complaints from union members; subject to the limitations in paragraph 6.05.

(c) The Chief Steward shall be established as "second person" for the division in which he is working for the purposes of paragraph 6.09.

6.02 Stewards

Alternate Stewards will perform the role of the steward only if the regularly assigned steward is unavailable.

6.03 Pay for Processing Grievances During Working Hours

Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when grievances are processed or matters that may give rise to grievances are discussed within normal working hours with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

6.04 Pay for Processing Grievances After Working Hours

If the Company representative(s) is unable to meet the Steward during the Steward's normal working hours, the Company representative(s) and the Steward shall, by mutual agreement, meet on the Company's property or at any other place at a time which is mutually agreed upon by both the Union and the Company. Such time spent by the Steward shall be with pay.

6.05 Limitation in Payment of Stewards

The compensation for Steward(s) in Section 6.03 is not subject to Daily Call-In pay, Call Back pay or Overtime

pay as provided hereinafter in this Agreement. Time spent with the Company pursuant to Section 6.03 shall not be used in the calculation of entitlement to overtime pay.

6.06 Names and Changes of Stewards

The Union will inform the Company in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Company shall not be required to recognize any Steward until such notification from the Union has been received.

6.07 Stewards' Seminars

Each Union Steward shall be entitled to up to two (2) days absence per year to attend Stewards' seminars and/or educational programs, provided the Company receives at least one week's written notice. In recognition that steward training is intended to promote co-operation and harmony, the Company will pay 50% of the steward's regular rate of pay while attending seminars or educational programs pursuant to this section.

6.08 Suspension or Discharge of Steward

The Company will notify the designated representative of the Union by email, registered mail or facsimile prior to disciplining, suspending, or discharging a Steward. Failure of the Company to notify the Union representative shall render the dismissal or suspension null and void.

6.09 Steward's Seniority for Work

For the purposes of layoff the Union Steward shall be established as "second person" on the seniority list for the division in which the Union Steward is working.

6.10 Labour/Management Meeting

Labour/Management meetings scheduled as mutually agreed will involve the Stewards as required by the Union and Management as required by the Company. A Labour/Management meeting will be held at least twice annually.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.01 Definition of a Grievance

For purposes of this Collective Agreement, a grievance shall consist of a dispute concerning the interpretation, application or administration of any clause of this Agreement, or any alleged violation of this Agreement, including any question as to whether a particular dispute is or is not arbitrable within the meaning of the provisions of this Agreement. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps.

7.02 Grievance Arbitration Procedure

(a) Step 1 • Meeting with Supervisor

When there is a grievance, the grievor shall confer with his immediate supervisor within five (5) calendar days of an alleged violation of this Agreement or the date that the grievor ought reasonably to have known of such alleged violation. The supervisor will render his decision verbally within five (5) calendar days.

(b) Step 2 • Grievance in Writing

If the decision in Section 7.02(a) is not acceptable, the grievance may be submitted in writing by the Union to the supervisor within five (5) calendar days from the date of the decision in Section 7.02(a). The supervisor and the grievor shall meet within five (5) calendar days of the date the grievance was filed with the supervisor in an effort to resolve the grievance. The grievor shall be accompanied by his Union Steward. The grievor may also be accompanied by a Business Representative of the Union. Following the completion of a grievance meeting, the supervisor shall have five (5) calendar days to submit a written response.

(c) Step 3 • Vice President of Operations or Designate Level

Should the supervisor fail to respond within the said five (5) calendar days or should the written response provided at Step 2 be unsatisfactory to the grievor or should the parties fail to resolve the grievance at Step 2, the grievor may refer his grievance to the Transportation Manager or his designate, provided it is done so within five (5) calendar days that the grievor received or should have received the written response from the supervisor at Step 2. The Transportation Manager or his designate and the grievor shall meet within five (5) calendar days of the date that the grievance was received by the Transportation Manager or his designate in an effort to resolve the grievance. The grievor shall be accompanied by his Union Steward. The grievor may also be accompanied by a Business Representative of the Union. Following completion of the grievance meeting at Step 3, the Transportation Manager or his designate shall have five (5) days to provide a written response.

7.03 Arbitration and Arbitration Procedure

(a) Referral to Arbitration

Should the Transportation Manager or his designate fail to respond within the said five (5) calendar days or should the written response provided at Step 3 be unsatisfactory to the Union or should the parties fail to resolve the grievance at Step 3, the Union may refer the grievance to arbitration provided it is done so within seven (7) calendar days of the date that the Union received or should have received the written response from the Transportation Manager or his designate at Step 3.

(b) Notice of Arbitration

It shall be the responsibility of the party desiring arbitration to so inform the other party in writing of its intent to refer a grievance which has been properly carried through all the steps of the Grievance Procedure to arbitration. Referral to Arbitration shall be effected in the following manner:

- (i) in the case of an individual employee grievance, notice to arbitrate shall be given within seven (7) calendar days after the Transportation Manager or his Designate has rendered a decision or failed to render a decision as provided for in Step 3.
- (ii) in the case of a Union Policy grievance, notice to arbitrate shall be given within seven (7) calendar days after the meeting with the Transportation Manager or his designate.
- (iii) In the case of a Company Policy grievance, notice to arbitrate shall be given within seven (7) calendar days after the meeting with the Union representative.

(c) **Information to be Provided in Notice to Arbitrate**

Any notice of intent to arbitrate under the foregoing provisions shall contain the name of the aggrieved party's appointee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairperson shall be appointed on the recommendation of the respective nominees. Should the nominees fail to select a Chairperson within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Office of Arbitration to make the appropriate appointment.

(d) **Sole Arbitrator**

The Company and the Union may by mutual agreement appoint a sole arbitrator to hear the arbitration.

7.04 Policy Grievances

(a) **Definition of a Policy Grievance**

A Policy Grievance is defined as an alleged violation of a general nature that could not otherwise be filed by an individual employee.

(b) **Processing of Policy Grievances**

In the event the Union or the Company have cause to file a Policy Grievance, such Policy Grievance shall be filed in writing within seven (7) calendar days of the alleged violation of the Agreement. Upon receipt of the Policy Grievance, the Business Representative of the Union and the Transportation Manager or his designate shall meet within fourteen (14) calendar days in an attempt to resolve the grievance. Following completion of the meeting the Transportation Manager or his designate (in the case of Union Policy Grievance) or Business Representative of the Union (in the case of a Company Policy Grievance), shall have three (3) calendar days to provide a written response. Should the written response be unsatisfactory to the Union or the Company (as the case may be) or should the parties fail to resolve the grievance, the grievance may be referred to arbitration for final resolution in accordance with the arbitration provision of this Agreement provided the grievance(s) is referred to arbitration within seven (7) calendar days of the date that the Union or the Company received or ought to have received the written response from the Transportation Manager or his designate or the Business Representative of the Union (as the case may be).

7.05 Discharge and Suspension Grievances

Grievances dealing with the discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension was imposed and shall be filed with the Transportation Manager or his designate at Step 3 of the grievance procedure.

7.06 Right of Employee to be Accompanied by a Union Official

Any employee covered by this Agreement when called into the Company's office for any discussion at which time disciplinary action will be taken or a grievance is to be discussed will, upon request, be accompanied by a Steward or Business Representative.

7.07 Mandatory Time Limits and Mandatory Grievance Steps

- a.) All time limits and all steps of the Grievance and Arbitration Procedure, as well as the time limits with respect to the referral of a grievance to arbitration are deemed to be mandatory. Should a grievance not be processed in accordance with the stipulated time limits, it shall be deemed to have been settled or withdrawn.
- b.) The time limits in this Article 7 may be extended by written mutual agreement between the parties.

7.08 Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board except where the penalty is specified in the collective agreement.

Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence to the extent that it does not restrict the terms of this Agreement, however an Arbitrator shall not have jurisdiction to determine that the parties by practice or implication have amended or supplemented any of the written terms of this Agreement.

7.09 Expenses of Board Member(s)

Each of the parties hereto will bear the expense of their nominee to the Board and the parties will equally bear the fees and expenses of the Chairperson.

7.10 Responsibility for Payment

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

7.11 Payment of Settled Monetary Grievance

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

7.12 Trip Sheets and Time Cards

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have where applicable time cards, trip sheets, dispatch sheets including dispatch generated satellite printouts, and personnel disciplinary records of the grievor made available to them on request at a mutually agreeable time at the head office terminal during the office hours of the Company.

ARTICLE 8 - NO STRIKE OR LOCKOUT AND PICKET LINE PROTOCOL

8.01 No Strike or Lockout

In view of the orderly procedure arranged for the settlement of grievances, it is agreed that there will be no strikes or lockouts instigated, endorsed or condoned by either party to this Agreement.

8.02 Rights of Employees re Lawful Picket Lines

The Company and the Union acknowledge the right of employees to refuse to cross a lawful picket line where such crossing would result in a personal injury or damage to the vehicle.

8.03 Right of Company to Protect its Business during Lawful Strikes

The Union recognizes the right of the Company to protect its business and the property of its customers during lawful picket line activities.

8.04 Lawful Picket Line Protocol

Each party recognizes the rights of the other with respect to lawful strikes and lawful picket line activities. In this regard the parties agree that the Union will notify the Company of any lawful strike or picket line activity. In such cases, a meeting will be held in order to mutually agree on a strike protocol. In the event that the Company and the Union cannot agree, each party reserves and recognizes the right to take whatever lawful action is appropriate.

ARTICLE 9 - SENIORITY

9.01 Purpose of Seniority

The purpose of seniority is to provide a means of recognizing length of service to be applied with respect to work preference, layoffs and recalls as hereinafter provided.

9.02 Company and Division Seniority

a.) In accordance with Section 9.05, an employee's company seniority date shall be the date that the employee commenced continuous full-time employment with the Company and an employee's division seniority date shall be the date that the employee commenced continuous full-time employment in his current division.

b.) Company seniority will determine a full-time employee's entitlement to employee benefits and vacation; division seniority will apply to work preference, job postings, layoffs and recalls.

9.03 Inter-Divisional Transfers

When an employee transfers to another division, the date of such transfer will be his new division seniority date.

9.04 Seniority Lists

Seniority lists for the Company divisions containing the name and starting date of employees will be prepared and posted on the bulletin board every six (6) months with sufficient copies for Stewards and Business Representatives. A seniority list containing the names and addresses of employees as contained in the records of the Company, will be prepared and forwarded to the Local Union office annually during September of each year.

9.05 Probationary Period

Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for three (3) calendar months, during which period he may be discharged or disciplined without recourse to the Grievance Procedure. The Company may not discharge such employee for the purpose of forcing an additional probationary period. Upon completion of three (3) calendar months, the employee shall either be discharged or

placed on the regular seniority list as of the date of the commencement of his probationary period.

ARTICLE 10 - LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

10.01 Loss of Seniority and Termination of Employment

An employee shall lose his seniority and his employment shall be terminated for any of the following reasons:

- (a) if an employee voluntarily quits;
- (b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee has been laid off and not employed elsewhere and has failed to return to work within twenty-four (24) hours after being contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than three (3) consecutive days from the date of delivery or attempted delivery to report for duty. It is the responsibility of the employee to provide his current address to the Company.
- (d) if he takes employment other than that declared and agreed upon when applying for a leave of absence;
- (e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (f) if an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive working months;
- (g) loss or suspension of drivers license for (i) more than ninety (90) days; or (ii) a period longer than twelve (12) months if suspended by the Ministry of Transportation for health reasons.

10.02 Retention of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement, will retain their seniority after promotion for a period of one hundred and eighty (180) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employees shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

ARTICLE 11 - LAYOFFS AND RECALLS

11.01 Non-Freight Layoff

In the event of a non-freight layoff, the Company shall consider:

- (a) the skill, competency, efficiency and present ability of the employees to perform the work;
- (b) the seniority of the employees; and

- (c) where the factors in (a) above are relatively equal, the employee's seniority shall be the determining factor.

11.02 Freight Layoff

In the event of a freight layoff, the Company shall consider:

- (a) the qualifications of the employee(s) to perform the work;
- (b) the seniority of the employees; and
- (c) where the factors in (a) above are relatively equal, the employee's seniority shall be the determining factor.

11.03 Test to Determine Qualifications

In all permanent layoffs where the qualifications of an employee are considered a factor by the Company, such employee will immediately be given the opportunity of one (1) shift to demonstrate his ability to perform the work in question in order to satisfy the Company that he is qualified to perform the work, provided he has the necessary licences.

11.04 Non-Freight Temporary Layoffs

Layoffs of non-freight employees for seven (7) calendar days or less shall be considered temporary layoffs and lasting only until such time as the work force requirements for the foreseeable future are returned to normal. It is understood and agreed that employees shall not be entitled to exercise any displacement rights with respect to temporary layoffs. It is further understood and agreed that Article 11.01 above shall not apply to temporary layoffs. Any open employee non-freight work shall be assigned in order of seniority to employees on temporary layoff who have the skill, competency, efficiency and present ability to perform the work.

11.05 Freight Temporary Layoffs

Layoffs of freight employees (i) for seven (7) calendar days or less; or (ii) caused by an automotive original equipment manufacturer ("OEM") shutdown; shall be considered temporary layoffs and lasting only until such time as the work force requirements for the foreseeable future are returned to normal. It is understood and agreed that employees shall not be entitled to exercise any displacement rights with respect to temporary layoffs. It is further understood and agreed that Article 11.02 above shall not apply to temporary layoffs. It is further understood and agreed that Article 11.02 above shall not apply to temporary layoffs. Any open employee freight work shall be assigned in order of seniority to qualified employees on temporary layoff.

11.06 Continued Loss of Work

If a continued loss of workdays exists for an employee through shortage of work within any division or in the case of a pending layoff, the Company or the Union may request a meeting to discuss alternate work for such employees.

11.07 Recalls

Recalls shall be in reverse order of layoffs provided the employee being recalled has the present ability to perform the work and the necessary licenses.

ARTICLE 12 - EMPLOYEE JOB POSTINGS AND VACANCIES

12.01 Employee Job Postings

Where the Company determines that a permanent employee job vacancy(s) occurs, it shall be posted for ten (10) calendar days, and until the employee vacancy(s) is filled, it may be covered by the Company at its discretion including the use of casual persons.

12.02 Non-Freight Job Vacancy(s)

In the event that an employee or a number of employees apply for a non-freight job vacancy(s), in selecting the successful candidate, the Company shall consider:

- (a) the skill, competency, efficiency and present ability of the employee(s) to perform the work;
- (b) the seniority of the employees; and
- (c) where the factors in (a) above are relatively equal, the employee's seniority shall be the determining factor.

12.03 Freight Job Vacancy(s)

In the event that an employee or a number of employees apply for a freight job vacancy(s), in selecting the successful candidate, the Company shall consider:

- (a) the qualifications of the employee(s) to perform the work;
- (b) the seniority of the employees; and
- (c) where the factors in (a) above are relatively equal, the employee's seniority shall be the determining factor.

12.04 Job Openings

When openings on types of equipment occur at any time, qualified employees in the Company's division in which the openings occur shall be given preference in accordance with their seniority. These openings shall not be interpreted as new classifications. Furthermore, the opportunity to claim these preferences shall not be considered as a right for an employee to move from one truck to another, nor is the opportunity for an employee to claim one of these preferences deemed to give an employee the right to bid on a new truck. The opportunity to claim these preferences is only intended to give an employee an opportunity to progress from straight truck to tractor-trailer equipment.

12.05 Temporary Vacancy

Where a temporary employee vacancy(s) occurs, if possible it shall be posted for five (5) working days, and the successful bidder shall remain in the temporary job for the duration of the vacancy.

12.06 Absent Employees

Employees who are absent from work may apply in the normal course through the steward for job postings.

12.07 Oshawa Freight Job Bid

- a) The Company will conduct a bid for freight employees for the Company's Oshawa freight work (the "Job Bid") in the second month following the ratification of this Agreement and in each contract year thereafter. The employee work that will be the subject of the Job Bid shall be determined by the Company. The details of the Job Bid shall be posted for ten (10) calendar days commencing on the first Monday of the month in which the Job Bid is taking place, and it will show the number and description of jobs available. Each employee will be brought into the office in order of seniority to indicate their preference, and the employee shall sign for the work for which he is bidding on, provided that he must have the necessary qualifications for that work.

The completed Job Bid shall be implemented on the first Sunday in the month following the month in which the Job Bid occurs, and shall be posted on the Bulletin Board. The appropriate steward will have the authority to sign on behalf of any employee who is absent at the time of the Job Bid.

- b.) In the event that an employee's run is cancelled, the employee shall not have the right to bump another employee, but shall be placed on the employee open board, and given preference for any new employee run that becomes open.

12.08 Non-Oshawa Work Allocation

Freight employees performing non-Oshawa employee work will be allocated employee work in accordance with their qualifications and seniority.

ARTICLE 13 - HOURS OF WORK, OVERTIME

13.01 Hours of Work

Subject to the availability of work, the regular hours of work in a seven-day cycle for employees will be as follows:

- (a) in accordance with the Motor Vehicle Operators Hours of Work Regulations pursuant to the *Canada Labour Code* (with such legislation defined as the "Code"), for city drivers as defined in the Code (hereinafter referred to as "Local Drivers"), it shall be nine (9) hours per day, and forty five (45) hours in a week;
- (b) in accordance with the Code, for highway drivers as defined in the Code (hereinafter referred to as "Highway Drivers"), it shall be sixty (60) hours per week; and
- (c) in accordance with the Code, for employees not covered by Sections 13.01(a) and (b), it shall be eight (8) hours per day, and forty (40) hours in a week.

13.02 Overtime Rates

- (a) Hours worked at the hourly rate by employees in excess of regular hours of work will be paid at the rate of time-and-one half the hourly rate.
- (b) Company to pay an hourly premium to freight flat rate drivers working a 6th or 7th consecutive shift in his seven (7) day cycle, and where the driver has worked all of the 5 previous shifts of the seven (7) day cycle, as set forth on Schedule A.

13.03 General Holiday

During a week in which a general holiday occurs, the regular hours of work for employees shall be reduced in accordance with the Code.

13.04 Lunch Break

Hourly rated employees shall be scheduled an unpaid half-hour lunch period between the fourth (4th) and sixth (6th) hour during their shift. Employees will be paid for working through their lunch period for legitimate reasons, and with prior approval from their Manager.

13.05 Reporting Pay

When an employee reports for work as scheduled or is called back to work hours *in excess* of his regular hours, he shall be paid a minimum of four (4) hours pay.

13.06 Meeting

The Company will meet with the Union to discuss any pending changes in the warehouse work week or shift hours.

13.07 Consecutive Days Off

The seven-day work week in the warehouse will consist of five (5) consecutive working days and two consecutive days off, which shall be assigned individually by employee. Work performed on an employee's day off will be paid at time-and-one-half the hourly rate.

ARTICLE 14 - MEDICAL EXAMINATIONS

14.01 Medical Examinations Required by the Company

When a medical examination is required by the Company the following conditions shall apply:

- (a) Any medical examination required by the Company would be paid for by the Company.
- (b) The Company reserves the right to select its own medical examiner and physician.
- (c) If an employee is required to take a medical examination during his normal working hours, he shall not lose any regular pay as a result of his taking a medical examination. The employee shall be provided with at least three (3) days notice of the scheduled examination.
- (d) If an employee is required to take a medical examination after working hours, the employee shall be paid one (1) hours pay at the employee's regular rate and shall in such cases receive at least three (3) days' notice prior to the scheduled appointment with the doctor.

14.02 Forwarding of Medical Reports

A report of the examination will be made available to the employee through the doctor designated by the employee.

ARTICLE 15 - NEW CLASSIFICATIONS

15.01 When a new classification is established, the Company will notify the Union in writing and the appropriate rate for such new classification shall be subject to negotiation between the parties.

15.02 If the parties fail to agree within ten (10) days after the written notice in Section 15.01, the matter may be treated as a grievance and submitted to an arbitrator, who will have the authority to establish an appropriate rate consistent with other rates under the Agreement.

ARTICLE 16 - BULLETIN BOARDS

16.01 The Company agrees to provide a glass-enclosed locking bulletin board for the purpose of posting such notices as reasonably required by the Local Union. The official Union notices shall be signed by an officer or business representative of the Union. Keys for the bulletin board shall remain in the possession of the Union and the Company. The Company agrees to provide a bulletin board at the south end of the building for the purposes of posting identical notices as referred to above, at such location as determined by the Company.

ARTICLE 17 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT

17.01 Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment except where loss is affected by way of theft or fraud.

ARTICLE 18 - GENERAL HOLIDAYS

18.01 (a) The following General Holidays will be observed and an employee shall be entitled to the General Holidays provided the employee has worked at least fifteen (15) days in the thirty (30) days preceding the holiday:

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

- (b) For employees who are engaged in work servicing an OEM, in addition to the holidays set forth in Section 18.01(a), the employees shall have:
- (i) four (4) floating holidays which correspond to the floating holiday(s) as set by the applicable OEM; one said holiday to be recognized by the Company and the Union as a designated replacement for Remembrance Day pursuant to the Canada Labour Code; and
 - (ii) the Canada Day General Holiday shall be scheduled to coincide with the scheduling of the Canada Day holiday by the applicable OEM.
- (c) Employees not covered by Section 18.01(b) shall have, in addition to the holidays set forth in Section 18.01(a), the Civic Holiday; said holiday to be recognized by the Company and the Union as a designated replacement for Remembrance Day pursuant to the Canada Labour Code.

18.02 Rescheduling of General Holidays

If a General Holiday falls on a day that an employee is not required to work, another day will be substituted subject to mutual agreement of the employee and the Company.

18.03 Calculation of Holiday Pay

An employee will receive as pay for a General Holiday the regular pay he would have received if he had worked such General Holiday. If an employee is required to work on a General Holiday, all hours worked at the hourly rate will be paid at time-and-one-half.

18.04 Holiday During Vacation

When a General Holiday falls during an employee's vacation, he shall receive one (1) day's regular pay for each such General Holiday in addition to his vacation pay.

18.05 Canada Day

For employees who are engaged in work servicing an OEM, the Canada Day General Holiday shall be scheduled to coincide with the scheduling of the Canada Day holiday by the applicable OEM.

ARTICLE 19 - VACATIONS

19.01 Vacation Entitlement

- (a) Full-time employees are entitled to vacation under this article in accordance with their Company seniority.
- (b) In each calendar year, employees are entitled to vacation as follows:
 - (i) Two (2) weeks of vacation in the calendar year following completion of one (1) year of continuous employment;
 - (ii) Three (3) weeks of vacation in the calendar year following completion of five (5) years of continuous employment;
 - (iii) Four (4) weeks of vacation in the calendar year following completion of ten (10) years of continuous employment;
 - (iv) Five (5) weeks of vacation in the calendar year following completion of fifteen (15) years of continuous employment;
- (c) Employees who have qualified for vacation and who sever or have severed their employment after they have become qualified for vacation, shall receive vacation pay computed at the rate of four (4) percent for two (2) weeks vacation, six (6) percent for three (3) weeks vacation, eight (8) percent for four (4) weeks vacation, or ten (10) percent for five (5) weeks vacation respectively of their earnings since the termination of their last computed vacation pay.
- (d) Employees who have qualified for vacation shall be paid for their vacation week(s) at the rate of four (4) percent for two (2) weeks vacation, six (6) percent for three (3) weeks vacation, eight (8) percent for four (4) weeks vacation, or ten (10) percent for five (5) weeks vacation respectively of their earnings since the termination of their last computed vacation pay, which is June 15 to June 14 of the following year. The vacation pay shall be paid in the first pay after June 15 by way of a separate direct deposit.

- (e) Vacation requests will be submitted by April 1 of each year. If approved, vacation requests submitted prior to this date will be awarded based on seniority. Any vacation request submitted after April 1 will be awarded on a first come first serve basis.

19.02 Terminated Employees

Vacation pay owed terminated employees will be paid no later than the following payday.

19.03 OEM Shutdowns

For purposes of scheduling vacations for employees who are engaged in work for General Motors ("GM"), the parties hereby recognize the two (2) week annual shutdown of the GM operations in July of each calendar year (the "July Shutdown") and the one (1) week annual shutdown of the GM operations during the Christmas holiday season (the "Christmas Shutdown"). It shall be compulsory for employees to take their vacations in the year following the employee becoming eligible for same. Vacation time shall be scheduled as follows:

- (a) Two (2) weeks of the vacation period shall coincide with the two (2) weeks of the annual July Shutdown.
- (b) If an employee so elects no later than thirty (30) days prior to Christmas, one (1) week of the vacation period shall coincide with the one (1) week Christmas Shutdown, failing which the employee shall be laid off for that week.
- (c) The parties recognize and acknowledge that for employees with two (2) weeks of vacation, if the employee elects to take the Christmas Shutdown as a holiday week, the second week of the July Shutdown for the following year shall be deemed to be a one (1) week layoff.
- (d) Employees engaged in work for an OEM other than GM shall have the same provisions in Section 19.03 (a), (b), and (c) apply, with any applicable changes required in order to coincide with the holiday/shutdown schedule of the OEM.

ARTICLE 20 - OPERATING REQUIREMENTS

20.01 Failure to comply with reasonable operating requirements (e.g. possession of a valid Free and Secure Trade ("FAST") card for cross-border movement of goods) will result in disqualification for work with the respective customer where such operating requirements are necessary. New employees will be required to pay for their own FAST application, and any new FAST application or FAST renewal for existing employees will be paid for by the Company. All Local Drivers and Highway Drivers will endeavour to obtain a FAST card. All employees in cross-border operations will be required to possess a valid Canadian passport as and when so required by the U.S. New employees must pay for their own passport application, and any new passport application or renewal for existing employees will be paid for by the Company. All Local drivers and Highway Drivers will endeavour to obtain a Canadian passport.

ARTICLE 21 - SUPERVISORY PERSONNEL

21.01 All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement until all Union employees are given the opportunity to work. The foregoing limitation shall not apply with respect to (i) supervisory personnel performing work in relation to training; (ii) in case of emergencies; or (iii) to members of the Mackie family as specified in a letter of understanding. When supervisors and foremen are appointed, a notice to that effect will be posted and

maintained on a Bulletin Board. Union dues shall not be payable for any Mackie family members notwithstanding any provision to the contrary in this Agreement.

ARTICLE 22 - LEAD HANDS

- 22.01 (a)** "Lead Hand" shall be defined as a person who may perform bargaining unit work and direct the work of other employees and he shall be a member of the bargaining unit. He shall not have the authority to hire, fire, or penalize other employees. He may relay operational instructions from management to employees only when he is working as a Lead Hand. When a Lead Hand is required to drive or perform overtime work, he shall only enjoy work preference as set out in Article 13 and he shall not suffer the loss of the Lead Hand premium. A Lead Hand shall not enjoy preferential treatment if he is subject to layoff.
- (b)** When a Lead Hand is to be appointed by the Company, a bid will be posted and the Lead Hand will be selected according to qualifications and seniority. It will be the sole responsibility of the Company to make the final selection provided that when qualifications are equal, the senior man will be given the preference.
- (c)** Nothing in this Section shall require the Company to appoint a Lead Hand, or maintain the appointment of a Lead Hand.

ARTICLE 23 - CASUALS

23.01 Definition

Casual help shall be defined as a non-permanent employee outside the bargaining unit utilized by the Company to perform work that is normally performed by an employee in the bargaining unit.

23.02 Use of Casual Help

The Company may utilize casual help to:

- a.) fill an employee vacancy until filled in accordance with Section 12.01 or Section 12.05;
- b.) perform work during an OEM shutdown;
- c.) replace an employee who is absent for any reason; or
- d.) supplement the employee workforce during peak periods but not so as to avoid the hiring of a permanent employee if, after any two (2) month period, the additional work requirements could be met by a permanent employee.

Prior to using casuals in a division, the Company will first contact any employees from that division who are on layoff in accordance with their seniority and who are qualified to perform the work, in the case of freight, and in the case of non-freight work, have the necessary skill, competency, efficiency and present ability to perform the work.

23.03 Agreement

A casual is not otherwise covered by the terms of this Agreement.

ARTICLE 24 - PENSION

24.01 Service

- a.) Full-time employees shall be eligible to participate in the Group RRSP Plan upon completion of one (1) year of employment.
- b.) Employees who are eligible for the plan may contribute a minimum of five percent (5%) of their gross earnings, and the Company will match the respective employee contribution to a maximum of three and eighty five one hundredths per-cent (3.85%) of the employee's respective gross earnings. The Company will match the employee contribution to a maximum of 4.25% in the second year, and 4.5% in the third year.

ARTICLE 25 - PAY PERIOD

25.01 Pay Day for Employees

The Company will maintain the current pay period for the Company to pay all employees.

25.02 Shortages

Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty dollars (\$50.00) net that result from Company error will be paid within 24 hours of being brought to the attention of the Payroll Department.

25.03 Time Clocks

The Company may require employees to punch in and punch out on time clocks, provided such time clocks are accessible to the employees.

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

26.01 Employee Eligibility

Eligibility and entitlement under the Company health and welfare benefit plan (the "Plan") shall be subject to the terms and conditions of the Plan and the requirements of the carrier as administered by the carrier.

26.02 Company Obligation

The Company agrees to pay a percentage (as indicated below) of the present monthly billed premium of the various coverage's which are part of the Plan as set forth below, with the employee paying the balance through payroll deduction. The Company's only obligation under this provision is to pay the appropriate premiums under the various coverage's as set forth below.

26.03 Group Life

For each employee who is eligible for coverage under the Plan,

- (a) for the first nine (9) months of eligibility, the Company agrees to pay fifty per cent (50%) of the respective employee's premium rate for the group life insurance coverage; and

- (b) after nine (9) months of eligibility, the Company agrees to pay one hundred per cent (100%) of the respective employee's premium rate for the group life insurance coverage.
- (c) The death benefit is equal to one hundred and fifty per cent (150%) of the employee's annual earnings to a maximum of sixty thousand dollars (\$60,000).

26.04 Health

For each employee who is eligible for coverage under the Plan,

- (a) for the first nine (9) months of eligibility, the Company agrees to pay fifty per cent (50%) of the respective employee's premium rate for the health insurance coverage; and
- (b) after nine (9) months of eligibility, the Company agrees to pay eighty per cent (80%) of the respective employee's premium rate for the health insurance coverage.
- (c) Dispensing fees for prescriptions are capped at \$6.00, and any dispensing fees charged above this amount are payable by the employee.
- (d) There is a (i) \$50.00 family deductible per employee; and (ii) a \$25.00 single deductible per employee; per calendar year for health care costs.
- (e) Prescription eyeglasses are covered to maximum of \$150 every two years starting in the third year.

26.05 Dental

For each employee who is eligible for coverage under the Plan,

- (a) for the first nine (9) months of eligibility, the Company agrees to pay fifty per cent (50%) of the respective employee's premium rate for the dental insurance coverage; and
- (b) after nine (9) months of eligibility, the Company agrees to pay eighty per cent (80%) of the respective employee's premium rate for the dental insurance coverage.
- (c) There is a (i) \$50.00 family deductible per employee; and (ii) a \$25.00 single deductible per employee; per calendar year for dental care costs.
- (d) Payment of dental care costs will be in accordance with the provincial fee schedule *in effect* two (2) calendar years prior to the calendar year in which the cost was incurred.

26.06 Long Term Disability

- (a) For each employee who is eligible for coverage under the Plan, the employee is responsible to pay one hundred per cent (100%) of the respective employee's premium rate for the long term disability insurance coverage.
- (b) The long term disability benefit is equal to sixty per cent (60%) of monthly earnings to a maximum of one thousand five hundred dollars (\$1,500) per month.

26.07 Basic Accidental Death

For each employee who is eligible for coverage under the Plan,

- (a) for the first nine (9) months of eligibility, the Company agrees to pay fifty per cent (50%) of the respective employee's premium rate for accidental death insurance coverage; and
- (b) after nine (9) months of eligibility, the Company agrees to pay one hundred per cent (100%) of the respective employee's premium rate for accidental death insurance coverage.
- (c) The accidental death benefit is equal to one hundred and fifty per cent (150%) of the employee's annual earnings to a maximum of sixty thousand dollars (\$60,000).

26.08 Change of Carrier

It is understood that the Company may at anytime substitute another carrier for any coverage under the Plan provided the available benefits are not decreased.

26.09 Absence From Work

The Company is relieved of its obligation for premium payments in the circumstances where the employee is absent. This does not apply where an employee is absent due to a bona fide disability for a period not exceeding 119 days; vacation; or approved leave of absence up to thirty (30) days in duration.

ARTICLE 27 - TIME OFF AND LEAVES OF ABSENCE

27.01 General Leave of Absence

The Company may grant an unpaid leave of absence for up to thirty (30) calendar days provided such leave does not interfere with the efficient operations of the Company. Any such leave of absence for up to thirty (30) days will not be approved unless and until a request for said leave has been submitted to the Company in writing. Any request for an extension of a leave must be in writing and must be approved in advance of the commencement of the extension. Approval of leaves of absence under this Section will not be unreasonably withheld.

27.02 Time off to Vote

Personnel shall be allowed time off to vote in Federal, Provincial and Municipal elections in accordance with the appropriate statute.

27.03 Bereavement Leave

- (a) In the event of the death of a member of the immediate family (father, mother, spouse including common law spouse, life partner, son, daughter, step-child, sister, brother, grandparents, grandchildren, step-parents), an employee will be granted up to three (3) days leave with pay at the employees regular hourly rate of pay provided the employee attends the funeral.
- (b) In the event of the death of an employee's mother-in-law, brother-in-law, sister-in-law, father-in-law, spouse/common law spouse's parents or grandparents, an employee will be granted one (1) day leave with pay at the employee's regular hourly rate of pay provided the employee attends the funeral.
- (c) If more time is required for any reason relating to the death, the Company may grant further unpaid leave.

27.04 Jury Duty Leave

If an employee is called and is required to serve on jury duty or is subpoenaed as a crown witness on his normal working day the employee shall be entitled to four (4) hours of regular pay for each day in court serving on a jury or under subpoena as a crown witness.

27.05 Absence(s) Due to Illness

- (a) Where an employee is unable to report to work as a result of illness or injury that occurred outside of working hours, the employee shall notify the Company at the earliest opportunity and where applicable at least two (2) hours before his scheduled starting time. The employee's obligation to so notify the Company shall not apply where the employee is incapacitated from notifying the Company of the illness or injury.
- (b) Where the illness or injury causes the employee to be absent for two consecutive days or more, the employee shall provide the Company with twenty-four hours notice of the date when the employee is able to return to work. The Company shall not be required to return the employee to work in the event that the employee would otherwise have been laid off for lack of work if such layoff commenced during his absence.

27.06 Political Office

Any employee who is elected to full-time Municipal, Provincial or Federal Government office shall be granted a leave of absence without pay in order to allow him to fulfill his elected duties.

27.07 Teamster Leave

The Company agrees to grant members of the bargaining unit indefinite leaves of absence without pay to work with the Teamsters Union, retaining and accumulating seniority. Such leaves are revocable upon 72 hours' notice by the member.

ARTICLE 28 - BONDING AND DRIVER'S ABSTRACTS

28.01 Bonding

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

(b) Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause for discharge unless the employee failed to reveal such circumstances when asked.

(c) If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond.

28.02 Driver's Abstracts

If the Company requires driver's abstracts the Company shall pay all costs involved. The foregoing shall not apply to newly hired employees who obtained a driver's abstract prior to the Company making an offer of employment to the newly hired employee.

ARTICLE 29 - HEALTH AND SAFETY

29.01 Health and Safety Committee

The Company agrees to establish a Health and Safety Committee in accordance with the provisions and requirements of the Code.

29.02 Vehicle Safety

It is hereby recognized as a mutual advantage for both the Company and the employees that:

- (a) An employee(s) shall not be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar.
- (b) An employee(s) shall not be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the Code.
- (c) An employee(s) shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.

29.03 Duty of Company to Maintain Vehicles in a Safe Condition,

It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Ministry of Transportation's Regulations.

29.04 Duty of Employees to Inspect Vehicles and Report Defects

It is understood and agreed that all vehicles shall be subject to pre and post trip inspections as directed by the Company. The Company further agrees to provide a written notice specifying when pre and post trip inspections are scheduled to be done.

29.05 Right of Company to Determine Condition of Equipment

The determination in respect to the condition of equipment shall rest with any qualified representative of management.

29.06 Right of Employees to Refuse Unsafe Equipment

It shall not be a violation of this Agreement for an employee to refuse to operate a vehicle where such refusal is justified for safety reasons.

29.07 Responsibility of Drivers for Damages while Pushing or Towing a Vehicle

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

29.08 Equipment of Power Units

It is agreed between the Union and the Company, having regard for safety and the driver's health, that all power units will have adequate heaters, windshield wipers and washers, and defrosters installed and kept in operating condition.

29.09 Bad Order Forms

It is agreed that bad order forms shall be supplied for the driver on which to report defects in equipment with sufficient copies so that one can be held available for the driver and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed.

29.10 Clothing and Footwear

Employees will wear safety vests ("Vest(s)") and/or safety shoes or safety boots ("Boots") at all times at a location where required by either the Company or a customer. Employees who are required to wear a Vest will be provided with a Vest once per year, and the Company will pay for a replacement Vest if necessary. Employees who are required to wear Boots will be reimbursed for one or more pairs of Boots, with the maximum reimbursement to be a total of \$100.00 per year per employee. Employees required to wear hard hats and/or safety glasses by the Company or a customer will be provided with such equipment from the Company's supply. Individual hard hat liners will also be provided.

29.11 Uniforms

- (a) All employees are required to wear uniforms at all time while on duty in accordance with Company policy, and said uniforms shall be maintained in a clean, presentable manner. Dependant on season, proper uniform attire includes a Mackie shirt, t-shirt or sweatshirt, pants or shorts, and a winter jacket.
- (b) The Company will pay for uniform purchases to a maximum of \$300 per employee per contract year provided the employees have completed their probationary period. Employees may make uniform purchases exceeding the \$300 maximum at their own cost.

ARTICLE 30 - COMPANY MEETINGS

30.01 The Company shall pay the regular hourly rates to all employees compelled to attend Company meetings if called at the request of the Company.

ARTICLE 31 - RATES OF PAY AND PAY INFORMATION

31.01 Annexed hereto as Appendix "A" are the classifications and rates of pay, which form part of this Agreement.

31.02 The Company agrees to show on the employee's pay statement the number of regular hours worked and the amount earned, the number of overtime hours and the amount earned. If the Company is supplying presently, additional information over and above that listed above, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to notify the employee either in writing or by electronic communication of such change as soon as possible and no later than by pay day.

31.03 There shall be no pyramiding or compounding of premium rates that would otherwise be applicable to hours worked on a General Holiday, overtime hours worked or any other premium pay entitlements.

ARTICLE 32 - PAY FOR TRAINING

32.01 Where the Company requires an employee to take training the employee will be paid at his hourly rate for all time spent training except as provided in Section 32.02.

32.02 Where the Company requires completion of on-line training module(s), trainees designated by the Company will receive two (2) hours pay at the appropriate hourly rate subject to:

- a) Successful completion of each required training module in the time allotted by the Company, which shall be a reasonable period; and
- b) The submission of a claim in the prescribed form for payment.

ARTICLE 33 - DISCIPLINE

33.01 Employees who are discharged will have their discharge and reason confirmed in writing, and their pay will be mailed by registered mail to their last known address in the normal pay cycle. Employees who terminate their employment voluntarily shall have all monies owing them paid in the normal pay cycle.

33.02 Discipline issued to an employee shall be removed from the employee's file two (2) years from the date of issue.

33.03 All penalties and reprimands must be issued to the employee within seventy-two hours (Saturdays, Sundays, and General Holidays excluded) from the time the infraction became known, with a copy to the Union.

33.04 Driver suspensions shall specify the hours that the driver(s) will be ineligible for dispatch.

ARTICLE 34 - INVALIDATING LEGISLATION


34.01 In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto, the relative Section only of this Agreement shall be nullified.


ARTICLE 35 - DURATION

35.01 This Agreement shall become effective on the date of ratification. The Agreement shall continue in full force and effect until March 31, 2017 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than sixty (60) days and not less than thirty (30) days before the date of its termination.

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY





FOR THE UNION

APPENDIX A

(SEE SCHEDULES A to E attached)

Schedule 'A' Company

		Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
"A" Licensed Drivers HVP, Commercial	Hourly	\$18.95	\$19.23	\$19.61
	Mileage	\$0.4265	\$0.4328	\$0.4412
"A" Licensed Drivers HHG	Hourly	\$19.45	\$19.74	\$20.13
	Mileage	\$0.4265	\$0.4328	\$0.4412
"A" Licensed Drivers Freight	Hourly	\$18.61	\$18.89	\$19.26
	Mileage	\$0.4265	\$0.4328	\$0.4412
"A" Licensed Drivers Rolling Tarp	Hourly	\$18.61	\$18.89	\$19.26
	Mileage	\$0.4476	\$0.4546	\$0.4636
"A" Licensed Drivers Auto	Hourly	\$19.22	\$19.51	\$19.89
	Mileage	\$0.4331	\$0.4391	\$0.4481
"A" Licensed Team Drivers All Divisions	Mileage	\$0.5000	\$0.5075	\$0.5100
"D" Licensed Drivers All Divisions (excluding HHG)	Hourly	\$16.67	\$16.92	\$17.25
	Mileage	\$0.3581	\$0.3631	\$0.3701
"D" Licensed Drivers HHG	Hourly	\$17.17	\$17.42	\$17.76
	Mileage	\$0.3581	\$0.3631	\$0.3701
"G" Licensed Drivers All Divisions (excluding HHG)	Hourly	\$15.29	\$15.52	\$15.82
	Mileage	\$0.2745	\$0.2785	\$0.2835
"G" Licensed Drivers HHG	Hourly	\$15.80	\$16.03	\$16.34
	Mileage	\$0.2745	\$0.2785	\$0.2835
HVP/Commercial Helpers / Packers	Hourly	\$14.45	\$14.66	\$14.95
	Mileage	\$0.2742	\$0.2782	\$0.2832
HHG Helpers / Packers	Hourly	\$14.95	\$15.17	\$15.47
	Mileage	\$0.2742	\$0.2782	\$0.2832
Warehouse	Lift Truck Certified	\$15.61	\$15.84	\$16.15
	Operator	\$14.04	\$14.25	\$14.53
Lead Hand	Hourly Premium	\$1.00	\$1.00	\$1.00

Note: Previous experience will determine starting pay level
 Progression rates: \$2 less/hour (and \$0.04 less/mile) in Year 1
 \$1 less/hour (and \$0.02 less/mile) in Year 2

Schedule 'A' Company

All of above mileage rates are all inclusive:

Hourly rates do not apply. All inclusive: Circle checks (pre & post); refuelling; border crossing (up to 2 hours) and paperwork

Mileage Rate

Mileage rate will apply when travelling distance exceeds 75 miles one way and will be per running mile.

Freight Flat Rates (Trips within 75 mile radius of 933 Bloor in Oshawa to be paid hourly except as specified below)

Code	Year 1	Year 2	Year 3	Location	Activity
C001	\$27.99	\$28.41	\$28.96	933 Bloor - GM - 933 Bloor	Drop and Hook
C002	\$20.23	\$20.53	\$20.93	933 Bloor - GM - 933 Bloor	Drop or Hook
C003	\$34.19	\$34.70	\$35.38	933 Bloor - GM - 933 Bloor	Live Load and/or Unload
C004	\$25.75	\$26.13	\$26.64	933 Bloor - Sony Whitby - 933 Bloor	Drop and Hook at Sony
C005	\$18.00	\$18.27	\$18.63	933 Bloor - Sony Whitby - 933 Bloor	Drop or Hook at Sony
C006	\$45.36	\$46.03	\$46.93	933 Bloor - Mead Ajax - 933 Bloor	Drop and Hook at Mead
C007	\$37.60	\$38.16	\$38.90	933 Bloor - Mead Ajax- 933 Bloor	Drop or Hook at Mead
C008	\$45.36	\$46.03	\$46.93	933 Bloor - Grace - 933 Bloor	Drop and Hook at Grace
C009	\$37.60	\$38.16	\$38.90	933 Bloor - Grace - 933 Bloor	Drop or Hook at Grace
C010	\$77.90	\$79.07	\$80.61	933 Bloor - Walmart/Costco/Future Shop West GTA - 933 Bloor	Live Load and/or Unload
C011	\$82.55	\$83.78	\$85.41	933 Bloor - Sony - Walmart/Costco/Future Shop West GTA- 933 Bloor	Live Load and/or Unload
C012	\$68.80	\$69.82	\$71.18	933 Bloor - Mackle West - 933 Bloor	Drop and Hook
C013	\$61.04	\$61.95	\$63.16	933 Bloor - Mackle West - 933 Bloor	Drop or Hook
C014	\$79.66	\$80.84	\$82.42	933 Bloor - Mackie West - 933 Bloor	Live Load and/or Unload
C015	\$24.50	\$24.86	\$25.35	933 Bloor - Penske - 933 Bloor	Drop and Hook
C016	\$16.75	\$17.00	\$17.33	933 Bloor - Penske - 933 Bloor	Drop or Hook
C017	\$33.07	\$33.56	\$34.21	933 Bloor - Quality - 933 Bloor	Drop and Hook
C018	\$25.31	\$25.69	\$26.19	933 Bloor - Quality - 933 Bloor	Drop or Hook
C019	\$65.08	\$66.05	\$67.34	Syncreon - Peterborough - Syncreon	Live Load and/or Unload
C020	\$86.57	\$87.86	\$89.57	933 Bloor - Syncreon - Peterborough - Syncreon - 933 Bloor	Live Load and/or Unload
C021	\$80.94	\$82.14	\$83.74	933 Bloor - Peterborough - GM - 933 Bloor	Live Load and/or Unload
C100	\$15.97	\$16.21	\$16.53	Yard Check Mackie Yard	Flat
C101	\$7.98	\$8.10	\$ 8.26	Yard Check Other Yard	Flat
C102	\$6.66	\$6.76	\$6.89	Shunting at MMS Yard	Flat
C103	\$25.00	\$25.00	\$25.00	Rolling Tarp Extra Drop/Pickup (not included in mileage) Multiple Drop	Per drop
C104	\$30.00	\$30.00	\$30.00	Rolling Tarp Extra Drop/Pickup (not included in mileage) Single Drop	Per drop
C106	\$15.29	\$15.52	\$15.82	Freight Extra Drops/Pick ups (not included in mileage)	Per drop
C107	\$16.05	\$16.29	\$16.61	Delay at Mackle Oshawa Rate Freight	Per hour
C108	\$6.83	\$6.93	\$7.07	Delay at Mackie Oshawa Rate Premium Freight	Per hour
C109	\$18.61	\$18.89	\$19.26	Delivery Delay Rate at Customer	Per hour
C110	\$16.80	\$17.05	\$17.38	Loading/Unloading Car – Closed Autohaul (Single Driver)	Per car
C111	\$8.42	\$8.55	\$8.72	Loading/Unloading Car – Closed Autohaul (Team Driver)	Per car
C112	\$11.19	\$11.36	\$11.58	Loading/Unloading Motorcycle – Closed Autohaul (Single Driver)	Per motorcycle
C113	\$5.61	\$5.69	\$5.80	Loading/Unloading Motorcycle – Closed Autohaul (Team Driver)	Per motorcycle
C114	\$10.00	\$10.00	\$10.00	Non-runner where company advised by customer and being paid by customer	Per car
C115	\$4.20	\$4.26	\$4.34	Loading/Unloading Car – Open Autohaul	Per car
C116	\$8.40	\$8.52	\$8.68	Loading/Unloading Car – Open Autohaul Specialty	Per car

Schedule 'A' Company

Training	All training to be paid at respective hourly rate
Lunch	Minimum of ½ hour daily for 6 hours or more, 1 hour for 12 hours or more.
Border Crossings	Delays in excess of two (2) hours will be at an hourly rate after the two (2) hours has elapsed. To qualify, approval must be received by Transportation Manager, to a maximum of 8 hours.
Breakdowns	Delays In excess of four (4) hours will be at an hourly rate after the four (4) hours has elapsed. To qualify, approval must be received by Transportation Manager, to a maximum of 8 hours.
Layovers	Drivers are paid a maximum of nine hours per 24 hour period, Sundays included. Helpers are paid a maximum of eight hours per 24 hour period, Sundays included.
Hotel & Travel	Paid by the company, when authorized, up to \$100.00 per night and \$10.00 per additional man. Additional rooms for crews must be authorized by supervisor.
Meals	Paid \$24.00 per 24 hours in one location or \$12.00 per 12 hour sitting in one location. Meals are not to be charged on company credit cards.
Load Find	If the company cannot find a load and the Driver does, a \$50.00 bonus will be paid to the driver (one time per customer).
Loading/Unloading HVP/HHG	Hourly rate to apply for actual time for loading & unloading at site.
Loading/Unloading Freight/Rolling Tarp	Initial loading per trip (up to 2 hours) and final unloading per trip (up to 2 hours) Included in mileage rate. Additional time to be paid with RDA approval.
Delay Rates Freight	Freight Drivers paid flat rates who are delayed by the Company for a continuous period of more than one-half hour, and who are physically present in the dispatch office, shall be paid a delay rate starting from the end of the continuous one half hour delay, to the time they are given their next load by dispatch. In the event of extensive delays away from the terminal, the driver may, upon request, meet with the Transportation Manager.
Flat Rate Premium Freight	Company to pay an hourly premium to freight flat rate drivers working on a 6 th or 7 th consecutive shift in his seven (7) day cycle, and where the driver has worked all of the 5 previous shifts of the seven (7) day cycle.
Flat Rate Delivery Delays Freight	Delays exceeding one hour from the close of the delivery window time shall be paid at the hourly rate, provided the Driver was on time for the window.

Schedule 'B' Freight Owner Operator

Linehaul	Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
Van Mileage	\$1.152	\$1.169	\$1.192
Van Team <i>(must be authorized by Manager)</i>	\$1.173	\$1.190	\$1.213
Van Tri-Axle	\$1.182	\$1.200	\$1.223
Van Quad Axle	\$1.193	\$1.211	\$1.235
Rolling Tarp Mileage	\$1.201	\$1.219	\$1.243
Hourly	\$36.72	\$37.26	\$37.99
Training	\$18.61	\$18.89	\$19.26

All rates to be paid in Canadian Funds

Progression rates: \$2 less/hour (and \$0.04 less/mile) in Year 1
 \$1 less/hour (and \$0.02 less/mile) in Year 2

When Owner Operator drives a Company truck Paid Company rate +20% + applicable insurance deduction

Hourly Applicable Loading, unloading only if recovered from our Customer. To be paid by our Customer, proper paperwork with customer authorization is required. (Mandatory ie. Detention slip with RDA#, etc.)

Loading/Unloading Freight/Rolling Tarp Initial loading per trip (up to 2 hours) and final unloading per trip (up to 2 hours) included in mileage rate. Additional time to be paid with RDA approval.

Layovers (after 36 hours) \$126.90 per 24 hour period

Local delivery delays Delays exceeding one (1) hour from the close of the delivery window time will be paid at the hourly rate provided the Owner Operator was on time for the window

Highway delivery delays Delays exceeding two (2) hours from the close of the delivery window time will be paid at the hourly rate provided the Owner Operator was on time for the window.

Border Crossing Delays in excess of two (2) hours will be at an hourly rate after the two hours has elapsed. To qualify, approval must be received by the Manager, to a maximum of 8 hours.

Delay Freight Local Freight Owner Operators paid flat rates who are delayed by the Company for a continuous period of more than one-half hour, and who are physically present in the dispatch office, shall be paid a delay rate from the time they commenced waiting until the time they are given their next load by dispatch. In the event of extensive delays away from the terminal, the driver may, upon request, meet with the Transportation Manager.

Delay (6th & 7th day) Local Freight Owner Operators paid flat rates who are delayed by the

Schedule 'B' Freight Owner Operator

Freight

Company for a continuous period of more than one-half hour on the 6th or 7th day, and who are physically present in the dispatch office, shall be paid a premium delay rate from the time they commenced waiting until the time they are given their next load by dispatch.

Freight Flat Rates (Trips within 75 mlie radius of 933 Bloor in Oshawa to be paid hourly except as specified below)

Code	Year 1	Year 2	Year 3	Location	Activity
B001	\$55.21	\$56.03	\$57.12	933 Bloor - GM - 933 Bloor	Drop and Hook
B002	\$39.91	\$40.50	\$41.29	933 Bloor - GM - 933 Bloor	Drop or Hook
B003	\$67.45	\$68.45	\$69.79	933 Bloor - GM - 933 Bloor	Live load and/or live unload
B004	\$50.80	\$51.55	\$52.56	933 Bloor - Sony - 933 Bloor	Drop and Hook at Sony Whitby
B005	\$35.50	\$36.03	\$36.73	933 Bloor - Sony - 933 Bloor	Drop or Hook at Sony Whitby
B006	\$89.49	\$90.82	\$92.59	933 Bloor - Mead - 933 Bloor	Drop and Hook at Mead Ajax
B007	\$74.18	\$75.28	\$76.75	933 Bloor - Mead - 933 Bloor	Drop or Hook at Mead Ajax
B008	\$89.49	\$90.82	\$92.59	933 Bloor - Grace - 933 Bloor	Drop and Hook at Grace Ajax
B009	\$74.18	\$75.28	\$76.75	933 Bloor - Grace - 933 Bloor	Drop or Hook at Grace Ajax
B010	\$153.70	\$155.98	\$159.02	933 Bloor - Walmart/Costco/Future Shop West GTA- 933 Bloor	Live load and/or unload
B011	\$162.88	\$165.30	\$168.53	933 Bloor - Sony - Walmart/Costco/Future Shop West GTA- 933 Bloor	Live load and/or unload
B012	\$135.73	\$137.75	\$140.44	933 Bloor - Mackie West - 933 Bloor	Drop and Hook
B013	\$120.43	\$122.22	\$124.60	933 Bloor - Mackie West - 933 Bloor	Drop or Hook
B014	\$157.16	\$159.49	\$162.60	933 Bloor - Mackie West - 933 Bloor	Live load and/or unload
B015	\$48.34	\$49.06	\$50.02	933 Bloor - Penske - 933 Bloor	Drop and Hook
B016	\$33.04	\$33.53	\$34.18	933 Bloor - Penske - 933 Bloor	Drop or Hook
B017	\$65.24	\$66.21	\$67.50	933 Bloor - Quality - 933 Bloor	Drop and Hook
B018	\$49.93	\$50.67	\$51.66	933 Bloor - Quality - 933 Bloor	Drop or Hook
B019	\$157.56	\$159.90	\$163.02	Syncreon - Peterborough - Syncreon	Live load and/or unload
B020	\$199.03	\$201.99	\$205.93	933 Bloor - Syncreon - Peterborough - Syncreon - 933 Bloor	Live load and/or unload
B021	\$189.07	\$191.88	\$195.62	933 Bloor - Peterborough - GM - 933 Bloor	Live load and/or unload
B022	\$113.44	\$115.12	\$117.37	Intertec - GM - Intertec	Drop and Hook
B100	\$31.51	\$31.98	\$32.60	Yard Check Mackle Yard	Flat
B101	\$15.76	\$15.99	\$16.30	Yard Check Other Yard	Flat
B102	\$13.03	\$13.22	\$13.48	Shunting at MMS Yard	Flat
B103	\$30.00	\$30.00	\$30.00	Rolling Tarp Extra Drop/Pickup (not Included in mileage) Multiple	Per drop
B104	\$40.00	\$40.00	\$40.00	Rolling Tarp Extra Drop/Pickup (not Included in mileage) Single	Per drop
B106	\$29.68	\$30.12	\$30.71	Freight Extra Drops/Pick ups (not included in mileage)	Per drop
B107	\$23.46	\$23.81	\$24.27	Delay at Mackle Oshawa Rate Freight	Per hour
B108	\$30.29	\$30.74	\$31.34	Delay at Mackle Oshawa Rate	Per hour

Schedule 'B' Freight Owner Operator

				Premium Freight	
B109	\$36.72	\$37.27	\$38.00	Delivery Delay Rate at Customer	Per hour
B110	\$41.72	\$42.27	\$43.00	Rate for hours over 9 consecutive hours (local hourly paid drivers)	Per hour after 9 hours
B111	-\$73.44	-\$84.54	-\$86.00	Deduction for Mileage trips that are not complete	Flat
B112	\$40	\$40	\$40	East Coast Large City Premium	Flat

*Fuel allowance included in rate

Less deductions and charge backs as per Owner Operator contract

Schedule 'C' HVP Owner Operator

Line Haul Tractor		Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
Dedicated	Mileage	\$1.152	\$1.169	\$1.192
Non Dedicated	Mileage	\$1.213	\$1.231	\$1.255
	Blanket Wrap Load	\$165.65 full trailer load		
	Blanket Wrap Unload	\$108.73 full trailer load		
	Skidded or Crated Load	\$103.53 full trailer load		
LTL cwt rates for loading/unloading (driver must perform)	Skidded or Crated Unload	\$62.12 full trailer load		
	Mackle Warehouse	0.67 per 100 weight (cwt)		
	Other – customers, agents, etc	0.88 per 100 weight (cwt)		
	Minimum pick up	\$46.61		
	Minimum Delivery	\$46.61		
	Double Driver (if charged to customer)	100% of revenue received		
Layover/Waiting Time (not Invoiced to Customer)	If requested by the Manager, Owner Operators will be compensated at the rate of \$125.00 for a 24 hours period after 36 hours has elapsed. Prior approval is mandatory.			

Hourly rates apply when charged to customers by the hour

Mileage rate will apply when travelling distances for a leg of the trip exceeds 75 miles, and the legs that are less than or equal to 75 miles shall be paid hourly, and the legs which exceed 75 miles shall be paid by the mileage rate.

Local		Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
Local Work - Tractor	Hourly with Driver	\$36.72	\$37.27	\$38.00
	Hourly with Driver and Helper	\$56.85	\$57.70	\$58.83
	After 9 hours, 45 hours/week Hourly with Driver	\$45.98	\$46.66	\$47.57
	After 9 hours, 45 hours/week Hourly with Driver and Helper	\$71.08	\$72.14	\$73.54
Local Work – Straight Truck	Hourly with Driver	\$41.53	\$42.15	\$42.97
	Hourly with Driver and Helper	\$61.67	\$62.59	\$63.81
	After 9 hours, 45 hours/week Hourly with Driver	\$51.91	\$52.68	\$53.71
	After 9 hours, 45 hours/week Hourly with Driver and Helper	\$77.09	\$78.23	\$79.76
Layover	70% of revenue received			

Schedule 'C' HVP Owner Operator

		Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
Straight Truck with gate and van equipment	Hourly with Driver	\$41.53	\$42.15	\$42.97
	Hourly with Driver and Helper	\$61.67	\$62.59	\$63.81

Mileage rate will apply when travelling distances for a leg of the trip exceeds 75 miles, and the legs that are less than or equal to 75 miles shall be paid hourly, and the legs which exceed 75 miles shall be paid by the mileage rate.

Line Haul Straight Truck		Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
Straight Truck with gate and van equipment	Mileage – Driver only	\$0.981	\$0.996	\$1.015
	Mileage – Driver and Helper	\$1.173	\$1.190	\$1.213
Straight Truck	Blanket Wrap Load	\$98.38 full load		
	Blanket Wrap Unload	\$65.23 full load		
Cwt rates for loading/unloading (driver must perform)	Mackie Warehouse	0.67 per 100 weight (cwt)		
	Other – customers, agents, etc	\$0.88 per 100 weight (cwt)		
	Minimum pick up	\$46.61		
	Minimum Delivery	\$46.61		
	Cargo Van dedicated	\$25.54	\$25.92	\$26.43
	Straight Truck dedicated	\$37.94	\$38.50	\$39.25

All rates to be paid in Canadian Funds

When an Owner Operator drives a company truck Paid Company Rate + 20% + applicable insurance deduction

Border Crossing Delays in excess of two (2) hours will be at an hourly rate after the two hours has elapsed. To qualify, approval must be received by Manager, to a maximum of 8 hours.

Training	Year One \$18.95	Year Two \$19.23	Year Three \$19.61
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Less deductions and charge backs as per Owner Operator contract

Schedule 'D' Auto Haul Owner Operator

		Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
Autohauling Single Driver	With power take off	\$1.213	\$1.231	\$1.255
	Without power take off	\$1.163	\$1.180	\$1.203
Auto Hauling Team	With power take off	\$1.233	\$1.251	\$1.275
	Without power take off	\$1.173	\$1.191	\$1.214
Hourly Work	With Tractor	\$36.72	\$37.27	\$38.00
	With Tractor over 9 hrs/day, 45 hrs/week	\$45.92	\$46.60	\$47.51
	Without Tractor	\$19.22	\$19.51	\$19.89
	Without Tractor over 9 hrs/day, 45 hrs/week	\$22.49	\$22.82	\$23.27
Auto Hauling	Owens their own truck and trailer	70% of hauler's revenue		
	Owens their own truck and trailer – waiting time	90% of hauler's revenue		

All rates to be paid in Canadian Funds

When an Owner Operator drives a company truck

Paid Company Rate + 20% + applicable insurance deduction

Layover

Not invoiced to customer, if requested by Manager Owner Operators will be compensated \$175.00 after 24 hours. Prior approval is mandatory.

Border Crossing

Delays in excess of two (2) hours will be at an hourly rate after the two hours has elapsed. To qualify, approval must be received by Manager, to a maximum of 8 hours.

Loading/Unloading
Car

Year One	Year Two	Year Three
\$16.80/car	\$16.88/car	\$16.96/car

Loading/Unloading
Motorcycle

Year One	Year Two	Year Three
\$11.19/bike	\$11.25/bike	\$11.30/bike

Training Rate

At hourly rate without tractor

Team drivers must be authorized by Manager to be paid team driver rate.

Owner Operators, if approved by Manager for auto hauling, on a temporary basis will not require a power take off. This is to be used for emergency situations.

Less deductions and charge backs as per Owner Operator contract

Schedule 'E' HHG Owner Operator

Linehaul	Year One (effective April 1, 2014)	Year Two (effective April 1, 2015)	Year Three (effective April 1, 2016)
Hourly	\$36.72	\$37.27	\$38.00
Hourly (after 9 hours/day 45 hours/week)	\$45.96	\$46.64	\$47.55
Training	\$18.95	\$19.23	\$19.61

All rates to be paid in Canadian Funds

NAVL registered shipments (Canadian) (paid in Canadian dollars):

Household Goods	76% of hauler's revenue
Automobiles	68% of hauler's revenue
Service Charges	100% of hauler's revenue
Car Blocking (When Applicable)	100% of hauler's revenue
Extra pick up and delivery	100% of hauler's revenue
Cdn. Military Shipments	76% of hauler's revenue
Split Haul	76% of hauler's revenue

All packing material should be supplied by Mackie

Pack Material by unit	40% if supplied by driver
Packing charges by unit	40% of packer's revenue
Unpack charges by unit	90% of unpacker's revenue

Pack Material by cwt	40% if supplied by driver
Packing charges by cwt	40% of packer's revenue
Unpacking charges by cwt	90% of unpacker's revenue

NAVL registered shipments (U.S.) (paid in U.S. dollars):

Household Goods	50% of discounted line haul revenue
County surcharges and import/export	100% of hauler's revenue
Canada surcharge	100% of hauler's revenue less \$0.50/cwt
Split haul	76% of hauler's revenue
Split haul on Military shipments	76% of hauler's revenue

All packing material should be supplied by Mackie

Pack Material by unit	40% if supplied by driver
Packing charges by unit	40% of packer's revenue
Unpack charges by unit	90% of unpacker's revenue

Pack Material by cwt	40% of packer's revenue
Packing charges by cwt	40% of packer's revenue
Unpacking charges by cwt	90% of unpacker's revenue

Miscellaneous

Non-registered shipments Inter-provincial, cross border	55% of discounted line haul revenue
Accessorial consistent with NAVL policy	Net of hauler's revenue

Schedule 'E' HHG Owner Operator

Local – HHG	60% of hourly rate
When an Owner Operator drives a company truck	Paid Company Rate + 20% + applicable insurance deduction
Border Crossing	In excess of two (2) hours will be at an hourly rate after the two hours has elapsed. To qualify, approval must be received by Manager, to a maximum of 8 hours.
Owner Operator is responsible for all labour costs	
Less deductions and charge backs as per Owner Operator contract	

Appendix B

Pursuant to Section 2.02 of the Collective Agreement (the "Agreement") between the Company and the Union, this Appendix (hereinafter referred to as "Appendix B") sets forth the provisions of the Agreement which are not applicable to single owner operators and/or single brokers (collectively "Owner Operators") or which are herein amended or added as applicable to Owner-Operators. For purposes of this Appendix, any section of the Collective Agreement which is incorporated herein as being applicable and which contains a reference to "employee(s)" or "employment" shall be deemed to mean "Owner-Operators" or "engagement".

2.05 Notwithstanding Section 2.04, the Union acknowledges that the Owner Operators have and shall enter into individual contracts between the Company and the Owner Operator(s), as amended from time to time. The provisions of the contracts shall not conflict with any specific provisions hereof. This Agreement shall prevail over the specific provision of any Owner Operator contract in the event it conflicts with any specific provision hereof.

3.08 n/a

3.10 n/a

3.11 n/a

4.01b) Contract with, classify, transfer, remove from service, and to terminate any Owner Operator in accordance with his contract, provided that a claim by an Owner Operator that he has been terminated or removed from service may be the subject of a grievance and dealt with as hereinafter provided.

4.02 n/a

6.01 The Company acknowledges the right of the Union to appoint one (1) Owner Operator as steward, and one (1) Owner Operator alternate steward.

6.05 n/a

7.08 The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.

9.01 The purpose of Owner Operator seniority is to provide a means of recognizing length of service to be applied with respect to work preference as provided for in Articles 11 and 12.

9.02a) An Owner Operator's division seniority date shall be the date that the Owner Operator commenced continuous driving in his current division.

9.02b) n/a

9.05 n/a

9.06 In the event that seniority is improperly applied with respect to work preference, the Company will not be required to compensate the senior Owner Operator unless mutually agreed by the Company and the Union. Failure to agree shall not be the subject of a grievance.

10.01 An Owner Operator shall lose his seniority and shall be terminated for any of the following reasons:"

- (a) if an Owner Operator resigns;
- (b) if an Owner Operator is terminated in accordance with his contract and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an Owner Operator, during a cessation of work, has failed to make himself available for work within three (3) days after being contacted, or if not contacted, within three (3) consecutive days from the date of delivery or attempted delivery of a registered letter to his last known address notifying him that work is available. It is the responsibility of the Owner Operator to provide his current address to the Company;
- (d) n/a
- (e) n/a
- (f) if an Owner Operator's cessation of work extends beyond twelve (12) consecutive months;
- (g) n/a

11.01 In the event of cessation of work for non-freight Owner Operator(s) for a period exceeding thirty (30) days, the Owner Operator will be given preference for open work, subject to:

- (a) the skill, competency, efficiency and present ability of the Owner Operator(s) to perform the work;
- (b) the suitability of the equipment;
- (c) the geographic location of the Owner Operator(s);
- (d) the current work being performed by the Owner Operator(s);
- (e) the seniority of the Owner Operator(s); and
- (f) where the factors in (a), (b), (c), and (d) above are relatively equal, the Owner Operator's seniority shall be the determining factor.

11.02 In the event of a freight Owner Operator's run being cancelled for a period exceeding 30 days, the Owner Operator shall be given preference for open runs, subject to:

- (a) qualifications of the Owner Operator(s) to perform the work;
- (b) the suitability of the equipment;
- (c) the geographic location of the Owner Operator(s), (Oshawa versus non-Oshawa);
- (d) seniority of the Owner Operators; and
- (e) where (a), (b), and (c) are relatively equal, seniority shall be the determining factor.

11.03 n/a

11.04 n/a

11.05 n/a

11.06 If a continued loss of work exists for an Owner Operator through shortage of work within any division or in the case of a pending cessation of work, the Company or the Union may request a meeting to discuss alternate work for such Owner Operators.

11.07 Owner Operators removed from service as a result of a cessation of work will be offered available work in reverse order provided the Owner Operator has the present ability, equipment and the necessary licences to perform the work.

12.01 The Company may from time to time post a vacancy(s) which will be offered to Owner Operators.

12.02 In the event that an Owner Operator or a number of Owner Operators apply for a non-freight vacancy(s) which has been posted pursuant to Section 12.01, in selecting the successful candidate, the Company shall consider:

- (a) the skill, competency, efficiency and present ability of the Owner Operator(s) to perform the work;
- (b) the suitability of the equipment;
- (c) the geographic location of the Owner Operator(s);
- (d) the current work being performed by the Owner Operator(s);
- (e) the seniority of the Owner Operator(s); and
- (f) where the factors in (a), (b), (c), and (d) above are relatively equal, the Owner Operator's seniority shall be the determining factor.

12.03 In the event that an Owner Operator or a number of Owner Operators apply for a freight vacancy(s) which has been posted pursuant to Section 12.01, in selecting the successful candidate, the Company shall consider:

- (a) qualifications of the Owner Operator(s) to perform the work;
- (b) the suitability of the equipment;
- (c) the geographic location of the Owner Operator(s) (Oshawa versus non-Oshawa);
- (d) the seniority of the Owner Operator(s); and
- (e) where the factors in (a), (b), and (c) above are relatively equal, the Owner Operator's seniority shall be the determining factor.

An Owner Operator selected for a freight vacancy posted pursuant to section 12.01 may not apply for another freight vacancy within six (6) months after the posting, unless the Owner Operator's selected run has been cancelled pursuant to section 11.02.

12.04 n/a

12.05 n/a

- 12.07** a) Following ratification of this Agreement, Owner Operators will be given a two (2) week period to submit their first two (2) preferred run destinations, (hereinafter referred to as a "Preferred Run(s)". The Company shall keep the Preferred Runs on file, (the "Preference Sheet(s)"), and provide a copy of same to the Local Union. An Owner Operator may re-submit his Preference Sheet every six (6) months if he desires a change to his Preferred Run.
- b) Once the Preference Sheets are all collected, or the two (2) week period referred to in paragraph (a) has expired, whichever is earlier, the Company will assign any Owner Operator who has the seniority to his Preferred Run if the Preferred Run is open.
- c) Preferred Runs will be only preferred destinations and not preferred appointment times, however if an appointment time changes by four (4) hours or more, the affected Owner Operator may request his other Preferred Run be recognized as/if open.
- d) The Preference Sheets will give all the Owner Operators who may or may not be doing their first choice of destinations the assurance that the Company knows their preferred destinations.
- e) The Company will keep the Preference Sheets on hand when new business, whether it is spot buy or permanent award business, becomes open.
- f) Recognizing the "just in time" requirement, the Union acknowledges the Company must assign loads that need to be covered, and such Owner Operators may be displaced by the Company from their Preferred Runs as necessary to meet customer requirements.
- g) If a preferred run of an Owner Operator is cancelled, the Company shall notify the Owner Operator, and they may update their preference sheet prior to the expiry of the six (6) month period set forth in paragraph (a).
- h) Owner Operators who are on the open board will be offered new lanes in order of seniority.

13.01 Owner Operators will not be required by the Company to work in excess of applicable hours of service legislation.

13.02 n/a

13.03 n/a

13.04 n/a

13.05 n/a

14.01 The Company shall not require Owner Operators to undergo medical examinations at the Company's request.

14.02 n/a

15 n/a

17.01 Except as set out in the Owner Operators individual contract, Owner Operators shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment, provided however that the limitation in the Owner Operators contract shall not apply where loss is effected by way of

theft or fraud. For greater certainty, no provision in this Appendix shall over-ride the provisions of the Owner Operator contract requiring the Owner Operator to pay for loss or damage to cargo or equipment.

18 n/a

19 n/a

20.01 Failure to comply with reasonable operating requirements (e.g. possession of a valid Free and Secure Trade ("FAST") card for cross-border movement of goods) will result in removal from service for work with the respective customer where such operating requirements are necessary. FAST renewals for existing Owner Operators will be paid for by the Company. All Owner-Operators must possess a valid Canadian passport as and when so required by the U.S. Any new passport application or renewal for existing Owner-Operators will be paid for by the Company.

22 n/a

23 n/a

24 n/a

25.02 Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of three hundred dollars (\$300) that result from Company error will be paid immediately within 24 hours of being brought to the attention of the Payroll Department provided such shortages are reported within seven (7) calendar days of the pay shortage.

25.03 n/a

25.04 The administration fee contained in the individual contracts between the company and the Owner Operator shall not exceed \$25 per bi-weekly pay.

26 n/a

27.01 Owner Operators out of service to work with the Union will retain and accumulate seniority. Such Owner Operators may make themselves available for service upon 72 hours' notice to the Company.

29.02 It is hereby recognized as a mutual advantage for both the Company and the Owner Operators that:

- a) An Owner Operator(s) shall not be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar.
- b) An Owner Operator(s) shall not be penalized if he refuses to operate under conditions which are hazardous.
- c) An Owner Operator(s) shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law."

29.04 It is understood and agreed that all vehicles shall be subject to pre and post trip inspection as directed by the Company.

29.08 n/a

29.09 It is agreed that bad order forms shall be supplied for the Owner Operator on which to report

defects in Company equipment with sufficient copies so that one can be held available for the Owner Operator and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed.

- 29.10** Owner Operators will wear safety vests ("Vest(s)") and/or safety shoes or safety boots ("Boots") at all times at a location where required by either the Company or a customer.
- 31.02** The Company agrees to show on the Owner Operator's earnings statement the number of hours paid and the amount earned for mileage or flat rates. If the Company is supplying presently, additional information over and above that listed above, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to show the change on the earnings statement.
- 31.03** n/a
- 33.01** Owner Operators who are terminated will have their termination and reason confirmed in writing, and their pay will be mailed by registered mail to their last known address in the normal pay cycle. Owner Operators who terminate their contract voluntarily shall receive their pay in the normal pay cycle. The payment of any other monies owing to the Owner Operator shall be subject to the terms of their individual contract.

Appendix C

Pursuant to Section 2.02 of the Collective Agreement (the "Agreement") between the Company and the Union, this Appendix (hereinafter referred to as "Appendix C") sets forth the provisions of the Agreement which are not applicable or which are herein amended as applicable to owner operators and/or brokers who either i) have more than one truck under contract with the Company; or ii) themselves have full time drivers ("Broker Drivers") operating their trucks (collectively "Multi Truck Owners"). This Appendix also provides for certain standards that the Company will require Multi Truck Owners to apply to their Broker Drivers. For purposes of this Appendix, any section of the Collective Agreement which is incorporated herein as being applicable and which contains a reference to "employee(s)" or "employment" shall be deemed to mean "Owner-Operators" or "engagement".

- 2.05** Notwithstanding Section 2.04, the Union acknowledges that the Owner Operators have and shall enter into individual contracts between the Company and the Owner Operator(s), as amended from time to time. The provisions of the contracts shall not conflict with any specific provisions hereof. This Agreement shall prevail over the specific provision of any Owner Operator contract in the event it conflicts with any specific provision hereof.
- 3.08** n/a
- 3.10** The Multi Truck Owners will notify each of their Broker Drivers of their yearly union dues deduction.
- 3.11** n/a
- 4.01b)** Contract with, classify, transfer, remove from service, and to terminate any Owner Operator in accordance with his contract, provided that a claim by an Owner Operator that he has been terminated or removed from service may be the subject of a grievance and dealt with as hereinafter provided.
- 4.02** n/a
- 6.01** The Company acknowledges the right of the Union to appoint one (1) Owner Operator as steward, and one (1) Owner Operator alternate steward.
- 6.05** n/a
- 7.08** The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.01** The purpose of Owner Operator seniority is to provide a means of recognizing length of service to be applied with respect to work preference as provided for in Articles 11 and 12.
- 9.02a)** An Owner Operator's division seniority date shall be the date that the Owner Operator commenced continuous driving in his current division.
- 9.02b)** n/a
- 9.05** n/a
- 9.06** In the event that seniority is improperly applied with respect to work preference, the Company will not be required to compensate the senior Owner Operator unless mutually agreed by the

Company and the Union. Failure to agree shall not be the subject of a grievance.

10.01 An Owner Operator shall lose his seniority and shall be terminated for any of the following reasons:"

- a) if an Owner Operator resigns;
- b) if an Owner Operator is terminated in accordance with his contract and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- c) if an Owner Operator, during a cessation of work, has failed to make himself available for work within three (3) days after being contacted, or if not contacted, within three (3) consecutive days from the date of delivery or attempted delivery of a registered letter to his last known address notifying him that work is available. It is the responsibility of the Owner Operator to provide his current address to the Company;
- d) n/a.
- e) n/a.
- f) if an Owner Operator's cessation of work extends beyond twelve (12) consecutive months;
- g) n/a.

11.01 In the event of cessation of work for non-freight Owner Operator(s) for a period exceeding thirty (30) days, the Owner Operator will be given preference for open work, subject to:

- a) the skill, competency, efficiency and present ability of the Owner Operator(s) to perform the work;
- b) the suitability of the equipment;
- c) the geographic location of the Owner Operator(s);
- d) the current work being performed by the Owner Operator(s);
- e) the seniority of the Owner Operator(s); and
- f) where the factors in (a), (b), (c), and (d) above are relatively equal, the Owner Operator's seniority shall be the determining factor.

11.02 In the event of a freight Owner Operator's run being cancelled for a period exceeding 30 days, the Owner Operator shall be given preference for open runs, subject to:

- a) qualifications of the Owner Operator(s) to perform the work;
- b) the suitability of the equipment;
- c) the geographic location of the Owner Operator(s), (Oshawa versus non-Oshawa);
- d) seniority of the Owner Operators; and
- e) where (a), (b), and (c) are relatively equal, seniority shall be the determining factor.

11.03 n/a

11.04 n/a

11.05 n/a

11.06 If a continued loss of work exists for an Owner Operator through shortage of work within any division or in the case of a pending cessation of work, the Company or the Union may request a meeting to discuss alternate work for such Owner Operators.

11.07 Owner Operators removed from service as a result of a cessation of work will be offered available work in reverse order provided the Owner Operator has the present ability, equipment and the necessary licences to perform the work.

12.01 The Company may from time to time post a vacancy(s) which will be offered to Owner Operators.

12.02 In the event that an Owner Operator or a number of Owner Operators apply for a non-freight vacancy(s) which has been posted pursuant to Section 12.01, in selecting the successful candidate, the Company shall consider:

- a) the skill, competency, efficiency and present ability of the Owner Operator(s) to perform the work;
- b) the suitability of the equipment;
- c) the geographic location of the Owner Operator(s);
- d) the current work being performed by the Owner Operator(s);
- e) the seniority of the Owner Operator(s); and
- f) where the factors in (a), (b), (c), and (d) above are relatively equal, the Owner Operator's seniority shall be the determining factor.

12.03 In the event that an Owner Operator or a number of Owner Operators apply for a freight vacancy(s) which has been posted pursuant to Section 12.01, in selecting the successful candidate, the Company shall consider:

- a) qualifications of the Owner Operator(s) to perform the work;
- b) the suitability of the equipment;
- c) the geographic location of the Owner Operator(s) (Oshawa versus non-Oshawa);
- d) the seniority of the Owner Operator(s); and
- e) where the factors in (a), (b), and (c) above are relatively equal, the Owner Operator's seniority shall be the determining factor.

An Owner Operator selected for a freight vacancy posted pursuant to section 12.01 may not apply for another freight vacancy within six (6) months after the posting, unless the Owner Operator's selected run has been cancelled pursuant to section 11.02.

12.04 n/a

12.05 n/a

12.07 a) Following ratification of this Agreement, Owner Operators will be given a two (2) week period to submit their first two (2) preferred run destinations, (hereinafter referred to as a "Preferred Run(s)"). The Company shall keep the Preferred Runs on file, (the "Preference Sheet(s)"), and provide a copy of same to the Local Union. An Owner Operator may re-submit

his Preference Sheet every six (6) months if he desires a change to his Preferred Run.

b) Once the Preference Sheets are all collected, or the two (2) week period referred to in paragraph (a) has expired, whichever is earlier, the Company will assign any Owner Operator who has the seniority to his Preferred Run if the Preferred Run is open.

c) Preferred Runs will be only preferred destinations and not preferred appointment times, however if an appointment time changes by four (4) hours or more, the affected Owner Operator may request his other Preferred Run be recognized as/if open.

d) The Preference Sheets will give all the Owner Operators who may or may not be doing their first choice of destinations the assurance that the Company knows their preferred destinations.

e) The Company will keep the Preference Sheets on hand when new business, whether it is spot buy or permanent award business, becomes open.

f) Recognizing the "just in time" requirement, the Union acknowledges the Company must assign loads that need to be covered, and such Owner Operators may be displaced by the Company from their Preferred Runs as necessary to meet customer requirements.

g) If a preferred run of an Owner Operator is cancelled, the Company shall notify the Owner Operator, and they may update their preference sheet prior to the expiry of the six (6) month period set forth in paragraph (a).

h) Owner Operators who are on the open board will be offered new lanes in order of seniority.

13.01 Owner Operators will not be required by the Company to work in excess of applicable hours of service legislation.

13.02 n/a

13.03 n/a

13.06 n/a

13.07 n/a

14.01 The Company shall not require Owner Operators to undergo medical examinations at the Company's request.

14.03 n/a

15 n/a

17.01 Except as set out in the Owner Operators individual contract, Owner Operators shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment, provided however that the limitation in the Owner Operators contract shall not apply where loss is effected by way of theft or fraud. For greater certainty, no provision in this Appendix shall over-ride the provisions of the Owner Operator contract requiring the Owner Operator to pay for loss or damage to cargo or equipment.

18 n/a

19 n/a

- 20.01** Failure to comply with reasonable operating requirements (e.g. possession of a valid Free and Secure Trade ("FAST") card for cross-border movement of goods) will result in removal from service for work with the respective customer where such operating requirements are necessary. FAST renewals for existing Owner Operators will be paid for by the Company. All Owner-Operators must possess a valid Canadian passport as and when so required by the U.S. Any new passport application or renewal for existing Owner-Operators will be paid for by the Company.
- 22** n/a
- 23.01** Broker Casual help shall be defined as a non-permanent driver outside the bargaining unit utilized by a Multi-Truck Owner to perform work that is normally performed by himself or a Broker Driver.
- 23.02** Multi-Truck Owner may utilize casual help to:
- a) fill a Broker Driver vacancy until such vacancy is filled with a full time Broker Driver within a reasonable time frame;
 - b) perform work during an OEM shutdown;
 - c) replace an employee who is absent for any reason; or
 - d) temporarily replace the Multi Truck Owner that drives his own truck on a full time basis until such time as the Multi Truck Owner returns or a full time Broker Driver is engaged.
- 23.03** A casual is not otherwise covered by the terms of this Agreement.
- 23.04** An Owner Operator who uses a casual on a temporary basis does not become a Multi Truck Owner for the purposes of Appendix C.
- 24** n/a
- 25.02** Minor shortages for a Multi truck Owner will be paid the following pay period when brought to the attention of the Company. Shortages in excess of three hundred dollars (\$300) that result from Company error will be paid immediately within 24 hours of being brought to the attention of the Payroll Department provided such shortages are reported within seven (7) calendar days of the pay shortage.
- 25.03** n/a
- 25.04** The administration fee contained in the individual contracts between the Company and the Multi Truck Owner shall not exceed \$25 per bi-weekly pay.
- 26** n/a
- 27.01** Owner Operators out of service to work with the Union will retain and accumulate seniority. Such Owner Operators may make themselves available for service upon 72 hours' notice to the Company.
- 29.02** It is hereby recognized as a mutual advantage for both the Company and the Multi Truck Owners that::
- a) A Multi Truck Owner or Broker Driver shall not be compelled to operate unsafe freight

handling equipment or equipment with which he is unfamiliar.

- b) A Multi Truck Owner or Broker Drivers shall not be penalized if he refuses to operate under conditions which are hazardous.
- c) A Multi Truck Owner or Broker Driver shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law."

29.04 It is understood and agreed that all vehicles shall be subject to pre and post trip inspections as directed by the Company.

29.08 n/a

29.09 It is agreed that bad order forms shall be supplied for the Owner Operator on which to report defects in Company equipment with sufficient copies so that one can be held available for the Owner Operator and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed.

29.10 Owner Operators will wear safety vests ("Vest(s)") and/or safety shoes or safety boots ("Boots") at all times at a location where required by either the Company or a customer.

29.11 Applicable at a maximum of \$300 per until per contract year.

31.02 The Company agrees to show on the Owner Operator's earnings statement the number of hours paid and the amount earned for mileage or flat rates. If the Company is supplying presently, additional information over and above that listed above, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to show the change on the earnings statement.

31.03 n/a

33.01 Owner Operators who are terminated will have their termination and reason confirmed in writing, and their pay will be mailed by registered mail to their last known address in the normal pay cycle. Owner Operators who terminate their contract voluntarily shall receive their pay in the normal pay cycle. The payment of any other monies owing to the Owner Operator shall be subject to the terms of their individual contract.

SCHEDULE A - TO APPENDIX C — Broker Drivers

Year One (effective April 1, 2014)

Broker Drivers are to be paid no less than \$0.343 per mile or the hourly rate equivalent based on 45 miles per hour by the Multi Truck Owners.

Year Two (effective April 1, 2015)

Broker Drivers are to be paid no less than \$0.349 per mile or the hourly rate equivalent based on 45 miles per hour by the Multi Truck Owners.

Year Three (effective April 1, 2016)

Broker Drivers are to be paid no less than \$0.356 per mile or the hourly rate equivalent based on 45 miles per hour by the Multi Truck Owners.

LETTER OF UNDERSTANDING #1

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

RE: Vacation Pay


Employees may request payment of all their vacation pay accrued to date when taking scheduled vacation, in which case such employees will receive the balance of their accrued vacation pay in June in accordance with Section 19.01 d) of the Collective Agreement;

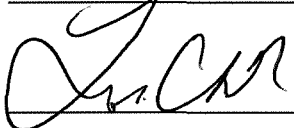
Two weeks' notice of the employee's request for early vacation payment must be given.

Dated at Oshawa, Ontario this 1st day of May, 2014~~5~~

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #2

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

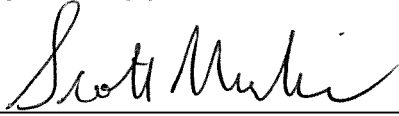
Re: Warehouse


Work on employees' 6th or 7th day will be offered in order of seniority to all warehouse employees, regardless of their regular shift, who sign the weekly availability list. In the event that an insufficient number of warehouse employees have signed the listing, work will be assigned in reverse order of seniority commencing with warehouse employees on the day shift.

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #3

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

Re: Warehouse Casuals

Where there is work in the Warehouse Division that would otherwise be performed by casuals, the Company will endeavour to offer such work to qualified employees in other divisions who are on layoff and have the necessary skill, competency, efficiency and present ability to perform the work. Employees accepting such work will be paid the appropriate Warehouse hourly rate.

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #4

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

1. The following Mackie family members are the list of names covered by Section 21(iii) of the Collective Agreement:

Ross Mackie
Norm Mackie
Paul Mackie
Dean Mackie
Scott Mackie
Jeff Mackie
Michael Mackie
Cindy Mackie
Brooke Mackie

Shawn Mackie
Paul Mackie Jr.
Brett Mackie
Matt Mackie
Derek Mackie
Spencer Mackie
Sara Mackie
Melissa Mackie

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #5

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

Re: Settlement of Undertakings

In collective bargaining to renew the Collective Agreement that expired March 31, 2011, it was agreed that::

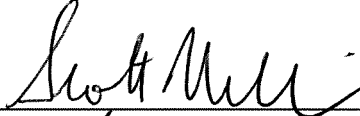
- 1) The Company will not hire new employees and/or Owner-Operators in Freight and Auto divisions at the applicable new hire rates without first giving employees and Owner-Operators hired before May 15, 2011 the opportunity to fill such vacancies at the applicable pre-existing rates, subject to Article 12 in the Collective Agreement and the Appendices.
- 2) The Company will pay Freight division employees and Owner-Operators Practical Miles, not via the 407, as calculated by PC Miler 24 or any subsequent PC Miler updated version introduced by the Company during the term of the Collective Agreement.


It shall be agreed that notwithstanding updated versions of PC Miler, the city of Burlington Ontario shall be considered as hourly rated work, except where covered by a flat rate, and any new flat rates for freight to be implemented by the Company are to be calculated in accordance with the then current comparable flat rates.

Dated at Oshawa, Ontario this 18th day of May, 2014~~4~~5

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #6

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")


Re: Owner Operators


For greater certainty, none of the provisions in the Collective Agreement between the Company and the Union shall be applicable to Owner Operators as defined in Appendix B to the Agreement, except as expressly set forth in Appendix B.

Dated at Oshawa, Ontario this 1st day of May, 2014/5

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #7

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and


TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

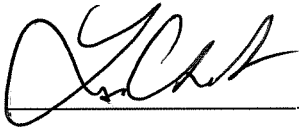
1. An Owner Operator transferring to another division following a meeting in accordance with Section 11.06 of Appendix B of the Collective Agreement will retain his division seniority date for twelve (12) months and, during this period, will have the right to transfer back to open work or open runs (as applicable) in the division where he retains seniority, subject to the factors specified in Section 12.02 or 12.03.
2. For greater certainty, "open work" or "open runs" refers to Owner Operator work that is not assigned to another Owner Operator in accordance with Appendix B of the Collective Agreement.

Dated at Oshawa, Ontario this 1st day of May, 2014/5

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #8

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

RE: OWNER OPERATOR ALLOCATION OF WORK — FREIGHT

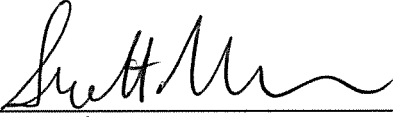
Any Owner Operator having a specific complaint with respect to the allocation of work on his Preferred Run pursuant to Article 12 of Appendix "B" or Appendix "C" may meet with the Transportation Manager to discuss and endeavour to resolve the complaint. At the Owner Operator's request, he may be accompanied by his Steward and/or the Business Representative.

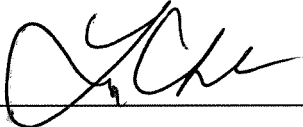
On request by the Union, the Company shall provide the Business Representative with dispatch sheets including dispatch generated satellite printouts relevant to any specific complaint by an Owner Operator.

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #9

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")


Re: Additional Trucks


Where practicable, the Company shall give preference to single owner operators to add a truck when adding additional trucks in a freight division, provided that the owner operator has consistently complied with his broker contract, and the truck that he would be adding is satisfactory to the Company. It is the responsibility of the owner operator to advise the Company of his desire to add trucks, and the Company shall offer the truck subject to the criteria set forth in Sections 12.02 and 12.03 as the case may be, recognizing the Company's ability to hire trucks where necessary to meet customer requirements.

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #10

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")


Re: Parking


Owner-Operators and Multi Truck Owners will not be required to park their tractors at Penske and, if required to park in the Company yard, will not be charged any parking fee.

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #11

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

RE: OWNER OPERATOR BENEFITS


The Company will endeavour to locate an insurer prepared to offer benefit coverage for Owner Operators, broker drivers and their dependents. The benefit coverage will be as specified in writing by the Union, subject to coverage availability.

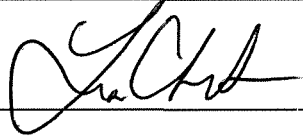
If appropriate coverage is found, Owner Operators wishing to participate on their own behalf and/or on behalf of their broker drivers will be required to pay all insurance premiums and the administration shall be at Company expense provided the Company shall be under no obligation to provide any float or commitment of any kind to the carrier/broker.

Dated at Oshawa, Ontario this 1st day of May, 2015

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #12

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

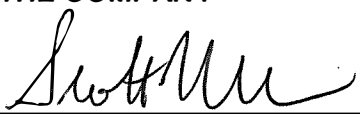
Re: Broker Drivers


For greater certainty, it is acknowledged and agreed that the provisions of the Owner Operator and Multi Truck Owner contracts with the Company, as amended from time to time, which provide that the Owner Operator or Multi Truck Owner is responsible for all employee obligations to their drivers, including, without limitation, under *the Income Tax Act of Canada, the Canada Labour Code, the Workplace Safety and Insurance Act, the Employment Insurance Act, the Canada Pension Plan Act, and the Employee Health Tax Act*, are not inconsistent with, and do not conflict with this Collective Agreement and the Appendices. Notwithstanding the foregoing, Broker Drivers are employees of the Company for purposes of Part I of the Canada Labour Code, and therefore members of the bargaining unit, and nothing in this Letter of Understanding shall derogate from Article 2.01 of the Collective Agreement.

Dated at Oshawa, Ontario this 1st day of May, 20145

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING #13

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

Re: Broker Driver Grievances

1. Non-Disciplinary Grievances

- a.) When there is a non-disciplinary grievance by a Broker Driver, the meeting referred to in Section 7.02(a) of Appendix C shall be with the Broker Driver's Multi Truck Owner.
- b.) If the decision rendered following the Section 7.02(a) meeting is not acceptable, the grievance may be submitted to the Company in accordance with Section 7.02(b) of Appendix C.
- c.) If the decision rendered in Section 7.02(b) of Appendix C is not acceptable to the Broker Driver or the affected Multi Truck Owner, the grievance shall be submitted to a meeting of (i) a panel consisting of the Transportation Manager of the Company or his designate; a representative of the Local Union; and the Multi Truck Owner steward (provided he is not involved in the grievance); (ii) the Broker Driver; and (iii) the affected Multi Truck Owner. The time limit for submitting the grievance shall be in accordance with Section 7.02(c) of Appendix C; and the written response by the Company following the meeting shall be provided within five (5) days. The Section 7.02(c) meetings shall occur twice annually to deal with any outstanding grievances; however they shall be scheduled more frequently if necessary.
- d.) Sections 7.03, 7.07, 7.08 and 7.09 of Appendix C shall apply.
- e.) The Company's only obligation shall be to make all reasonable efforts to enforce any monetary liability by the Multi Truck Owner to the Broker Driver occurring after the date that a written response is given by the Company following the Section 7.02(c) meeting.

2. Discharge or Termination Grievances

- a.) Where there is a grievance by a Broker Driver concerning his discharge or termination as the case may be, the matter will be referred to the Company in accordance with Section 7.05 of Appendix C.
- b.) On or before the date of a meeting pursuant to Section 7.02(c) of Appendix C, the Multi Truck Owner shall provide the Company with a statement of facts concerning the discharge or termination as the case may be, a copy of which will be given to the Local Union.

- c.) Sections 7.03, 7.07, 7.08 and 7.09 of Appendix C shall apply.
- d.) The Company's only obligation shall be to make all reasonable efforts to enforce any monetary liability by the Multi Truck Owner to the Broker Driver occurring after the date that a written response is given by the Company following the Section 7.02(c) meeting.

Dated at Oshawa, Ontario this 1st day of May, 2014/5

FOR THE COMPANY



FOR THE UNION

LETTER OF UNDERSTANDING #14

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

Any holdback under the Broker Contract shall be released to the Owner Operator within 120 days of termination, unless there are outstanding claims or accident issues.

The safety bonus to which an Owner Operator is entitled shall be paid by March 31 of the year following which the safety bonus was earned.

Dated at Oshawa, Ontario this 1st day of May, 2014⁵

FOR THE COMPANY



FOR THE UNION

LETTER OF UNDERSTANDING #15

between

MACKIE MOVING SYSTEMS CORPORATION
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNION 938
(hereinafter referred to as the "Union")

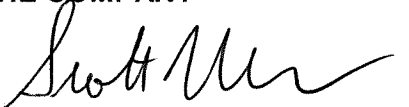
Re: Lead Hand Premium

During the term of this Collective Agreement, all parties agree that the only current "past practice" referred to in Article 7.08 is as follows:

- When an HVP crew size is 6 or greater the company will name a "lead hand". This employee will be paid the Lead Hand premium for all on-site hours.
- With prior approval, when a non-warehouse employee drives a forklift on a customer's site they will be paid the Lead Hand premium.

Dated at Oshawa, Ontario this 1st day of May, 2014/5

FOR THE COMPANY



FOR THE UNION

WITHDRAWALS

Before a Withdrawal can be issued, the International Constitution and Local Union By-Laws require that a member has paid all financial obligations to the Union.

WITHDRAWALS will, in future, be issued on request for the following reasons:

- 1.) if you are LAID OFF
- 2.) if you TERMINATE YOUR EMPLOYMENT
- 3.) if you are DISCHARGED
- 4.) if you are on SICKNESS OR INJURY
- 5.) if you are on WORKERS' COMPENSATION
- 6.) if you are on PARENTAL LEAVE
- 7.) if you are on AUTHORIZED LEAVE OF ABSENCE

It is the sole responsibility of the member to apply for a Withdrawal immediately he or she is to be off work for any of the above reasons. Before the Withdrawal can be issued the member must have paid all dues or other financial obligations including the dues for the month in which the Withdrawal is applied for. The application must be sent within 2 weeks by the member directly to the Union office either in person, by mail, or fax.

The application for a Withdrawal is self-explanatory, but all information needs to be completed.

Please follow this procedure so that you will always be in good standing in the Local Union. Withdrawal application forms are available from your Steward, the Union Office or downloaded online from our website at www.teamsters938.org.

PLEASE REMEMBER APPLYING FOR A WITHDRAWAL IS THE SOLE RESPONSIBILITY OF THE MEMBER.