

COLLECTIVE AGREEMENT

Between:

**882819 ONTARIO LIMITED
O/A MORRICE TRANSPORTATION**

- and -



AND ITS LOCAL 195

TERM: May 27th, 2020 to and including May 26th, 2023

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ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages. Nothing in this agreement will be administered in such a way that is less than allowed under the Canada Labour Code.

ARTICLE 2 - SCOPE & RECOGNITION

2:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the Province of Ontario save and except supervisors, persons above the rank of supervisor, dispatchers, office and sales staff, garage staff, Company bunk drivers and owner operators.

2:02 Employees excluded from the bargaining unit will not perform work regularly done by bargaining unit employees with the following exceptions:

- (a) While instructing and/or training employees.
- (b) When bargaining unit employees are not available.
- (c) During emergency situations.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of management, and without affecting the generality of the foregoing, it has the right to determine the size of and direct the workforce, to extend or curtail operations, and to hire, promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union, or, otherwise curtailed in the agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause, subject to the employee's right to file a grievance. The Company will provide written notice in advance to the Union of any such new reasonable rules or regulations being implemented.

The above management rights will not be exercised in any way which is inconsistent with the terms of this Collective Agreement.

ARTICLE 4 - UNION SECURITY

4:01 As a condition of continued employment, all present employees covered by this agreement shall become and remain members of the Union at the signing of this Agreement and all new employees covered by this Agreement shall become and remain members of the Union upon completion of the probationary period.

4:02 During the life of this Agreement, the Company will deduct from the earnings of each employee covered by this Agreement, union initiation fees and dues laid down by the

Constitution and By-Laws of the Union. At the end of each calendar month and prior to the tenth (10th) of the following month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deduction made.

- 4:03 In the event that an employee does not receive a pay cheque in the week in which union dues are deducted such dues will be deducted from his next pay cheque or from the next dues deduction period.
- 4:04 The Company will submit electronically to the Financial Secretary of Local 195, Unifor a complete list of all bargaining unit employees, with the dues cheque, designating opposite the name of each employee the amount deducted, or if no deduction was made, the reason why, i.e. laid-off, sick or injured, etc. A copy of this check off list will be given to the Union plant chairperson.
- 4:05 The Company will supply to the Union Local and Unit Chair, in January of each year a list of all bargaining unit employees showing their current names, clock numbers and the total amount of union dues collected for the previous year. In addition the addresses, phone number and social insurance numbers will be provided. The Company shall record on the T-4 slip of each employee, the actual amount of Union dues deducted during the previous year.
- 4:06 The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing after the funds have been deducted and remitted to the Union.
- 4:07 The monies referred to in this Article are to be held in trust by the Employer. These monies cannot be used in any fashion by the Employer or its agents acting on behalf of its creditors. The sole and exclusive role of the Employer is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.

ARTICLE 5 - STRIKES & LOCKOUTS

- 5:01 There will be no strikes or lockouts during the life of this agreement. Strikes and or lockouts will be defined as per the Canada Labour Code.

ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT

- 6:01 Whereas the Parties agree that there will be no discrimination or harassment consistent with the provisions of the applicable legislation and;

Whereas, the Parties agree that all employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated;

Whereas the Parties reaffirm faith in fundamental human rights and in the dignity and worth of the human person;

The Parties are committed to providing a discrimination and harassment-free workplace.

(a) **Discrimination**

Discrimination is defined as a distinction, whether intentional or not, based on grounds relating to personal characteristics of an individual or group, which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed upon others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in any matter on the basis of race, creed, colour, age, sex (pregnancy, gender identity, gender expression), marital status, family status, ancestry, place of origin, citizenship, place of residence, political or religious affiliation or beliefs, sexual orientation, same sex partnership status, receipt of public assistance, record of offences, disability, nor by reason of Union membership or activity.

(b) **Harassment**

Harassment is defined as:

- (i) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working environment when such treatment has the effect or purpose of threatening or intimidating a person;
- (ii) treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of creed, age, sex (pregnancy, gender identity, gender expression), disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, place of residence, ancestry, place of origin, family status, same sex partnership status, receipt of public assistance, record of offences, political or religious affiliations or beliefs or by reason of Union membership or activity.

Harassment may occur during one incident, or over a series of incidents including those which, in isolation, would not necessarily constitute harassment. Harassment prevents or impairs the full and equal enjoyment of employment, benefits and/or opportunities and may occur between people of the same or different status within the workplace, regardless of age or sex. Harassment may also be directed at a group as well as at an individual. Harassment may be psychological, verbal, physical, and visual or may be all of these.

Harassment does not include appropriate direction, delegation, or discipline, administered by a member of Management or designate.

(c) **Sexual Harassment**

The Parties are committed to a workplace free of sexual harassment. The Parties recognize that sexual harassment often occurs in situations of power differential and that sexual harassment attacks the dignity and self-respect of the victim;

Sexual Harassment includes, but is not limited to:

- (i) any unwanted sexual attention or behaviour by a person who knows or ought reasonably to know that such attention is unwanted; or
- (ii) any implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) any implied or expressed threat of reprisal, in the form of either actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- (iv) any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile or intimidating or offensive manner; or
- (v) the communication or display of material with a focus on sexuality or sexual identity which has the effect or purpose of creating a hostile or intimidating working environment.

(d) **Investigative Training**

The Union shall appoint one (1) member who will conduct investigations on behalf of the Union. The Union and Company representatives will participate in harassment investigation training offered by the Unifor Canada Human Rights Department within ninety (90) days of ratification. All costs of such training shall be incurred by the Company.

(e) **Filing a Complaint**

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground they may request a stop of the behaviour, inform the individual that the behaviour is unwanted and unwelcome, document the events and/or report the incident to their Supervisor or Union Committee Representative.

However, it is also understood that some persons who allege discrimination or harassment may be uncomfortable or reluctant to confront their harasser. In this event, the complainant may seek assistance by reporting the incident directly to any Union Committee Representative or Representative of Management.

(f) **Investigation - Formal**

Upon receipt of the complaint the Supervisor/Union Committee Representative

will immediately inform the Employee Relations Manager within five working (5) days. The Employee Relations Manager or designate and the Union Committee Representative will interview the employee jointly within ten working (10) days of receipt of the complaint. The investigators will interview the respondent, witnesses and other persons named in the complaint.

The investigation process will not exceed fifteen (15) working days unless by mutual consent of both parties. It is understood that the Union Committee Representative will not be the Union Chairperson.

Should the Parties determine that the Investigators must be from outside the workplace, the reasonable costs of the investigation will be paid by the Company, provided such costs have been pre-approved by the Company.

(g) **Resolution**

If a joint investigation confirms that discrimination or harassment has occurred, immediate action will be taken to put an end to the discrimination or harassment.

The Employee Relations Manager or designate and the Union Committee Representative will provide their findings to the Employer contact and the Chairperson of the Union. The Company will make a determination of appropriate resolution within fifteen (15) working days of receiving the findings and will meet with the Union Chairperson to inform him/her of the resolution. It is agreed that the appropriate resolution will be consistent with the collective agreement and the applicable legislation.

Such resolutions will be enforced within thirty (30) working days.

The complaint, if unresolved, may be submitted by the Union to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that complaints should not be pursued through both the Grievance and Harassment complaint procedure.

(h) A complaint of this nature shall be promptly investigated and appropriate action taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

Where the alleged harasser is the person who would normally deal with any of the steps of the complaint or grievance procedure, the complaint or grievance shall automatically be sent forward to the next step.

At no time during or after a discrimination, harassment or sexual harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

- (i) Employees will be provided with a component on harassment training during an annual health and safety training.

ARTICLE 7 - DATA TO BE SUPPLIED TO THE UNION

7:01 The Company will supply to the Union committee with the following information at the end of each year unless a lesser time period is stipulated herein every month and send a copy to the local union office:

1. Employees who acquire seniority - monthly.
2. Employees by rate and classification – yearly.
3. Employees transferred into or out of the Bargaining Unit – on the day of the occurrence.
4. Employees on leave of absence – as they occur.
5. Employees on Sickness and Accident and Compensation – on the date of occurrence.
6. Layoffs and recall – as they occur.
7. Employees who have lost seniority – on the date of occurrence.
8. Employees who are discharged – at the time of occurrence.
9. Names, addresses, telephone numbers and postal codes of all retired and active employees, including probationary employees.

ARTICLE 8 - REPRESENTATION

8:01 The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership, a Shop Committee. The Company will recognize the Shop Committee for the purpose of bargaining collective agreements and representing employees on matters arising from the agreement as well as other matters connected with their employment. The Company will recognize three (3) members of the Shop Committee representing Windsor, Chatham and Toronto yards.

Should the Company open any new terminal or yard an additional committee person will be recognized for each terminal and/or yard provided that there are at least eight (8) members working out of that yard and/or terminal.

8:02 A National Representative and/or a Local Union official may, at the request of the Union, be present and participate in any meetings of the Shop Committee with the Company.

8:03 The Union recognizes and agrees that members of the Shop Committee have regular duties to perform in connection with their employment and that only such reasonable time as is necessary will be taken by such persons with grievances. Such time will be without loss of pay.

- 8:04 Meetings between the Shop Committee and the Company will be held during regular working hours and without loss of pay.
- 8:05 The Company will recognize alternate committeepersons elected and or appointed by the union on any day or shift where regular members of the Shop Committee are not available.
- 8:06 The Shop Committee and the Company representative shall meet providing there is business for their joint consideration at such times as may be mutually agreed upon. A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed.
- 8:07 (a) The Shop Committee Chairperson or designate will have the option to be employed on the day shift, and will be assigned local runs including local U.S. whenever possible and the Chairperson reserves the right to decline highway runs. Should the Chairperson opt not to work dayshift, there must be another Committeeperson on days. This option is not considered to be a bid.
- Designates will only be selected when a chairperson is absent for five (5) working days or more.
- Local runs are defined as any work within a fifty (50) mile radius in Ontario and sixty-five (65) miles into the U.S. of the chairperson's home terminal. Highway runs are defined as outside the fifty (50) mile radius in Ontario and sixty-five (65) miles into the U.S. of the chairperson's home terminal
- (b) The Shop Committee will receive a minimum of nine (9) hours pay per day Monday to Friday provided that the work is available, and they choose to exercise this agreement.
- 8:08 The Company will pay each of the three (3) members of the Negotiating Committee, at straight time hourly rates, for up to three (3) days to prepare for negotiations and for the time spent in negotiations up to and including the date a strike or lockout commences. For each preparation day or negotiation session that occurs, such payment shall be to a maximum of nine (9) hours.
- 8:09 The National Representative or Representatives of the Union shall be entitled to meet with the Shop Committee in a reasonable period of time not to exceed one (1) hour prior to the final step grievance meeting with no loss of wages.
- 8:10 The Company will promptly give the Chairperson and Committeepersons messages when phone calls are received for them relating to union business and the Chairperson and the Committeepersons will be allowed reasonable time to return such calls, provided the Union does not abuse this provision.
- 8:11 The Company agrees to pay the chairperson nine (9) hours pay while attending the Unifor Local 195 plant chairperson's seminar, once per year.

- 8:12 The Company agrees to provide a collective agreement to all employees and twenty (20) copies to the National Union within two (2) months after ratification.
- 8:13 The Company will pay monthly into a special fund one cent (1¢) per hour per employee for all compensated hours to the Local Union for the purpose of representation in areas of W.C.B., E.I., C.P.P., disability and health and welfare benefits.
- 8:14 In addition to time referred to elsewhere in this article, the chairperson of the Shop Committee will be allowed six (6) hours per week on Monday to attend to routine union matters.
- In the event the number of employees on the seniority list is below thirty-five (35) members, the above six (6) hours will be reduced to four (4) hours.
- 8:15 The Company will provide the Chairperson with a cell phone allowance of one hundred and fifty dollars (\$150.00) per quarter. The reimbursement will be issued as a non-taxable line item no later than the first full pay period following the close of the month for the preceding quarter. Should the Chairperson not wish to receive the cell phone allowance, will notify the Company of such.

ARTICLE 9 - SENIORITY

- 9:01 An employee will be considered to be on probation and not placed on the seniority list until after he or she has been in the employ of the Company and has completed ninety (90) calendar days in which he or she rendered services within a period of twelve (12) months.
- Should a probationary employee be on an approved leave of absence, their probationary period will be extended by the period of time they were off on the leave.
- Upon attaining seniority, an employee's seniority date shall be his or her date of hire. Each employee will be assigned a master number which shall reflect their order of hire. Where employees have the same seniority date they shall be listed on the seniority list in order of starting times.
- 9:02 A seniority list of employees shall be maintained and updated each three (3) calendar months by the Company on a shop-wide basis and shall show the seniority of each employee. A copy shall be given to the Shop Committee and Chairperson in accordance with the provisions of Article 7:01.
- 9:03 The members of the Shop Committee will be retained at work, notwithstanding their position on the seniority list, so long as work is available which they are able to satisfactorily perform.
- 9:04 **Loss of Seniority**
- The seniority rights and employment of an employee shall cease for any of the following reasons:

1. If an employee voluntarily quits or retires from the employ of the Company;
2. If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
3. If an employee is absent for three (3) consecutive working days without notifying the Company and giving satisfactory reasons for such failure to notify;
4. If an employee fails to report to work on the next working day after the expiry of a leave of absence without furnishing satisfactory reasons for such failure;
5. If an employee fails to return to work within three (3) consecutive scheduled working days after receipt of a notice of recall issued by the Company and sent registered mail to the last known address of the employee shown in the Company's records or six (6) scheduled working days from the day the Company mailed the registered letter, whichever is later;
6. If an employee is laid off for a period of thirty-six (36) months or for a period of time equal to their accumulated seniority at date of layoff, whichever is greater.
7. Upon retirement.

ARTICLE 10 - LAYOFF & RECALL

- 10:01 Whenever it becomes necessary to decrease the workforce, probationary employees from the yard affected will be the first laid off. If further layoffs are necessary, the Company will identify which yard the redundant positions are in and lay off the junior employees in that yard, providing the remaining employees are capable of performing the work available. Any employee so affected for more than three (3) consecutive tours of duty and/or ten (10) tours of duty per year, will be allowed to exercise his/her seniority to displace the most junior drivers.
- 10:02 Employees who have been laid off in accordance with the above procedure, will be returned to work in line of seniority in which they are laid off, providing they are capable of performing the work.
- 10:03 The Company will provide the Chairperson and Union Shop Committee with a list of employees to be laid off or recalled, as well as any cancellation of such notices.
- 10:04 Owner Operators will not be utilized to perform work usually performed by bargaining unit members, when bargaining unit members are on layoff.

Notwithstanding the above, the parties recognize that there are currently Owner Operators working out of the Toronto Yard who normally perform the same type of work as bargaining unit members. It is therefore understood that if bargaining unit members in Toronto are on layoff those Owner Operators will not be used and if bargaining unit members in yards other than Toronto are on layoff these owner

operators will only be used if the laid off members from other yards do not wish to displace them.

10:05 A layoff is defined as any bargaining unit driver who has not been given a start time within thirty (30) hours of completing his ten (10) hour DOT rest period. Should any bargaining unit driver not be scheduled within the above mentioned time period (or if this clause is applied, to any bargaining unit driver more than once per week), said employee may file a grievance and will be compensated for lost hours if Owner Operators were utilized during the employee's layoff period.

10:06 **Severance Pay "Trust"**

The Company will offer severance pay to employees after twelve (12) months of continuous layoff. Should an employee elect to accept the severance pay, the employee will forfeit their right to recall. Such decision will be in writing signed by the employee and a copy will be provided to the Union

Should an employee decline the option of severance pay, the Company will hold the severance in trust for thirty-six (36) months or for the length of seniority, whichever is greater and severance will be paid accordingly.

Severance will be paid in accordance with the *Canada Labour Code*.

ARTICLE 11 - JOB POSTING

11:01 Job bids are assigned by terminal for one (1) year duration. All jobs will be posted for re-bid by March 15th and shall take effect no later than March 31st or the following Monday. All bids will be assigned to drivers based on their seniority and qualifications. Additional bid jobs that arise during the course of a bid year will be posted and employees will be entitled to one (1) additional bid per job bid year.

The Company is committed to maintaining a minimum of sixteen (16) start time bids in place at the Windsor Terminal provided that work volumes dictate. When inefficiencies exist, the Company will have the right to cancel bids but will not do so arbitrarily.

Effective upon ratification, the Company will establish three (3) more bids with dedicated start times. The first (1st) bid will be for the start time between 10:00 am and noon. The second (2nd) bid will be for the start time between 1:00 pm and 3:00 pm. The third (3rd) bid will be for a start time between 3:00 pm and 5:00 pm.

11:02 (a) In the event that a bid job is permanently cancelled by the customer or management, the driver will be eligible to use his seniority and bump to other bid positions. This will not be considered the employee's one (1) additional bid per job bid year.

(b) When a bid start driver is off for any reason for a week or more, his bid will be offered to an open board driver based on seniority and qualifications.

(c) It is further agreed that vacation schedules will be posted in advance in order for open board drivers to have this information.

11:03 In the event that a driver resigns from a bid or is removed from the bid for reasons accredited to his performance, the driver will be placed on the open board. This driver will be allowed to use their one (1) additional bid for any new bid that arise during the course of the year.

11:04 Dispatch has the right to assign work other than the job bid if deemed necessary to satisfy our customer's needs.

Management will not arbitrarily assign employees to other jobs and must have a business reason in doing so.

11:05 Management reserves the right to alter, suspend, or terminate any bid it chooses in keeping with management of its Company. Management will not arbitrarily alter, suspend or terminate any bids without having a business reason in doing so.

11:06 **Classification to Classification**

When a vacancy arises in a classification which the Company chooses to fill it shall be posted for three (3) working days and bargaining unit employees will be allowed to apply in forms supplied by the Company.

The applicant with the highest seniority who is able to perform the work required will be awarded the job. The Company will post notice of all successful applicants.

The Company will provide the union chairperson with copies of all job postings, applications and successful applicant notices.

11:07 The parties agree that in cases where employees are not at work because of injury, illness, vacation, leave of absence, etc..., when jobs are available to bid on, said employees will be allowed to submit bids for vacant positions according to the following conditions:

1. Employees may through the Shop Committee submit written authorization of their desire to bid on particular vacancies that may arise during their absence.
2. If this is not done prior to the employee's absence it will be the employee's responsibility to contact the Company and/or the Shop Committee during their absence to check on any available openings and forward written notice to the Shop Committee of their desire to bid on any vacancies.
3. Should the employee's return to work date be either unknown or longer than thirty (30) days away, and their bid is successful, the Company will post said job temporarily with the understanding that the successful applicant to the temporary position will only hold such position until the absent employee returns to work, at which time the employee holding the temporary vacancy will

return to their regular position.

ARTICLE 12 - HOURS OF WORK

12:01 (a) The regular work week for drivers will begin at 6:00 p.m. Sunday. Hours will be in keeping with D.O.T./M.T.O. regulations, however, said driver assigned to open board jobs will begin with a 6:00 p.m. punch in Sunday up to and including a punch in of 5:59 a.m. Saturday in keeping with D.O.T./M.T.O. regulations.

The regular work day will be in keeping with M.T.O./D.O.T. hours of service, however said driver after obtaining twelve (12) hours once coming on duty may decline additional work offered to them upon their arrival at their home terminal or Drivers who have obtained a full load which constitutes returning to their terminal will not be redirected to any drop yard or other location but shall continue to their terminal provided that:

1. Any additional pickups are not part of a designed customer run;
2. The employee will notify dispatch of his intention to decline beyond twelve (12) hours work prior to his sixth (6th) working hour.
3. In the case that a driver has returned to their home terminal after their 10th hour and it was previously identified their intention not to work beyond twelve (12) hours, they may decline additional work that may reasonably require them to work in excess of twelve (12) hours.
4. Four (4) times during a month, employees can refuse to work beyond ten (10) hours provided they make their intention known before their sixth (6th) working hour. Employees can only exercise this right for two (2) Mondays, Fridays and Saturdays per month.

It is understood that the employee will be required to finish the last dispatched run they accepted.

The employee notifies dispatch of his intention to decline beyond ten (10) hours work previous to their departure from the last dispatched location.

In the case that a driver has returned to their home terminal after their eighth (8th) hour and had previously identified their intention not to work beyond ten (10) hours, they may decline additional work that may reasonably require them to work in excess of ten (10) hours. It is understood that an employee cannot be sent over the US border after their 6th hour if they have identified their intention not to work beyond ten (10) hours.

Those drivers who have not accumulated fifty-four (54) hours will report for duty when required prior to 6:00 a.m. punch in on Saturdays and complete up to and

including the D.O.T./M.T.O. hours of service regulations sixty (60) hours seven (7) days. Drivers with a punch in time prior to 6:00 a.m. Saturday beginning on their five (5) regular work shifts, will be paid regular earnings hours provided the driver has received ten (10) full hours from punch out time.

- (b) While the normal hours of work for Drivers will be between 6:00 p.m. Sunday and 6:00 a.m. Saturday, the parties recognize the right of the Company to post ten percent (10%) of driver jobs which will work Tuesday through Saturday and ten percent (10%) of driver's jobs which will work Sunday through Thursday. Notwithstanding the overtime provisions of Article 13, overtime for these positions will be based on employees sixth or seventh tour of duty.

12:02 Starting Times

Employees on bid jobs will start work according to their individual assignment. Employees who do not have bid jobs but work from the open board will be pre-dispatched between 9:00 a.m. and 11:00 a.m. Sunday, chosen by seniority and qualification thereafter will be called in as work becomes available on a first in first out rotation basis and as qualifications permit for the balance of the week. The daily preset for the remainder of the work week shall take place between the hours of 5:00 p.m. and 8:00 p.m. daily for all known work the following day. Drivers who have not been called during this period will remain on call and report as work becomes available throughout the work day.

All loads available as of 9:00 a.m. each Sunday will be offered in seniority order. Throughout the work week all same time start dispatches will be issued by seniority preferences.

Unless an urgent dispatch exists open board drivers will be given fifteen (15) minutes to return the Company call for work before being bypassed. Drivers calling back within a reasonable time frame after the fifteen (15) minute period shall be placed back into the rotation as next out.

Drivers who are unable to report when called will be bypassed and given twenty-four (24) hours off on the first (1st) occurrence and made available to the same period next day.

Drivers will only receive one (1) call from dispatchers notifying them of an open board dispatch with the exception of a cancellation or a time change.

Should another dispatch occur that is earlier or an earlier time change to a trip already dispatched occur, the Company may move on to the next driver on the open board and dispatch to him.

Open board drivers will be provided with a minimum of twelve (12) hours' notice of pre-dispatched start times.

12:03 **Paid Breaks**

Hourly rated drivers will be entitled to two (2) fifteen minute paid working breaks. The first fifteen (15) minute paid break will be taken at least two (2) hours from the time the driver starts his shift. The second fifteen (15) minute paid break will be taken after the lunch period prior to returning to the home terminal before the end of your shift.

Hourly rated drivers will receive a thirty (30) minute paid lunch period. The Company will no longer deduct the thirty (30) minutes from the employee's shift.

12:04 A driver who with twenty-four (24) hours written notice requests not to work past a specific time on a weekday will not be dispatched beyond that time.

12:05 Day cab operators will have the right to decline work offered that would place them outside a two hundred, fifty (250) mile radius of their home terminal. This mileage calculation will be based on PC Miler practical or equivalent program.

ARTICLE 13 - OVERTIME

13:01 All weekend overtime work for the open board from 6:00 a.m. Saturday through 6:00 p.m. Sunday shall be voluntary unless a particular dedicated bid run is scheduled. When this occurs the driver assigned to the bid will be canvassed first, provided their hours of service permits and the Company fails to have sufficient volunteers willing to cover the work. The Company will canvas the lowest seniority drivers who shall be required to work.

In the event that the lowest seniority drivers do not have available hours, the person originally assigned the bid will be required to work.

13:02 Any hourly work performed by a driver in excess of fifty-four (54) hours of his or her regular work week will be paid for at the rate of time and one-half (1-1½x) his or her regular hourly rate.

13:03 All hourly paid work beginning after 6:00 a.m. on Saturday will be paid for at the rate of time and one half (1-1½x).

13:04 All hourly paid work performed on Sunday prior to 6:00 p.m. start-up will be paid for at the rate of time and one half.

13:05 All hourly paid work performed on a paid holiday will be paid at the rate of double time (2x) plus the holiday pay.

13:06 Weekend overtime will be distributed by seniority to those full time employees who have signed the weekend overtime list before it is taken down by management between noon and 4:00 pm each Friday.

13:07 Drivers who sign for overtime after the list is taken down by management and time stamped shall be utilized in seniority order after the overtime list has been exhausted.

All overtime is voluntary, however, any employee who voluntarily signs the overtime sheet must report for duty as required provided he/she has enough hours available to complete the assignment.

It is further understood that employees shall be required to work when overtime requirements are not met beginning with the most junior employee.

Successive events will apply to the next employee on the seniority list to ensure an equalization effort is applied. Such equalization will be renewed every January 1st.

13:08 Any sixth tour of duty will be paid at time and one half (1-1½x).

13:09 PPHs and statutory holidays will be counted as hours worked as it applies to overtime and each if worth ten (10) hours.

ARTICLE 14 - GRIEVANCE PROCEDURE

14:01 Any complaint arising between the employees and the Company regarding the application, interpretation and administration of the collective agreement shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the following procedure.

14:02 Step 1

Any employee having a grievance shall first take the matter up with his immediate supervisor either directly or through the Union representative within five (5) working days of becoming aware of the matter. If no satisfaction is received within seventy-two (72) hours, the grievance shall then be submitted in writing by the Union representative to the department manager or his designate to discuss the grievance.

Within three (3) working days the Company will provide a written answer to the Union.

14:03 Step 2

If the answer of the department manager or his designate is not satisfactory to the Union, it may be appealed therefore by lodging an appeal in writing to the Operations Manager or Human Resources Manager within four (4) working days of the Company's delivery of the department manager's or designate's decision. Thereupon the grievance shall be placed upon an agenda for consideration at a conference between the Company and the Shop Committee which shall be held within ten (10) calendar days of the department manager's or designate's decision. The Company's decision on the grievance shall be given in writing within four (4) working days following the conference, and if the decision is still unsatisfactory to the Union, the grievance may be submitted to arbitration.

14:04 The agenda for the conference provided in Step 2 above shall be supplied by the Chairperson of the Committee to Management at least twenty-four (24) hours before the conference at which the appeals thereon are listed for discussion.

14:05 The time limits set forth in the grievance and arbitration provisions herein may be extended on the mutual agreement of the Union and the Company.

However, if the Company or Union fail to meet the time limits set out in this article, the grievance shall be deemed ruled in favour of the other party. Such deemed ruling shall be non-precedent setting.

14:06 For the purpose of the time limits prescribed in this Article, the work week shall be deemed to be Monday through Friday.

ARTICLE 15 - ARBITRATION

15:01 If either party's decision given following the conference in Step 2 of the Grievance Procedure is not satisfactory to the other party, such grievance may be submitted to arbitration provided written notice of appeal to arbitration is served within thirty (30) calendar days of the delivery of the decision appealed from.

In the event arbitration is to be invoked, the following steps will be followed:

- (a) Both parties will attempt to agree in selecting a single arbitrator to hear the case.
- (b) If unable to agree on a single arbitrator within thirty (30) days of being served "notice to arbitrate" the Canadian Industrial Relations Board (CIRB) shall be asked to appoint an arbitrator.
- (c) The arbitrator shall meet with both parties as soon as possible to hear the case.

The decision of the Arbitrator shall be final and binding on both parties. The cost of the Arbitrator shall be shared equally by the Company and the Union.

15:02 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such a penalty.

15:03 All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view any disputed operations involved in the grievance.

15:04 Any allegation by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to Management and if by the Company to the Chairperson of the Committee.

Thereafter the policy grievance shall be dealt with at Step 2 of the Grievance Procedure and failing satisfactory settlement at the conference, the policy grievance may then be appealed to an arbitrator in accordance with the time limits and procedure herein provided for arbitration.

15:05 **Commissioner System**

- (a) Commissioner System: As an alternative to the regular arbitration procedure provided for herein, the parties may agree, in writing, to jointly refer a grievance for final and binding arbitration to a Grievance Commissioner, selected by mutual agreement of the parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein. Mr. Michael Watters shall be designated by the Company and the Union as the Commissioner to hear and determine these cases.
- (b) Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
- (i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement;
 - (ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union;
 - (iii) The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner;
 - (iv) The parties shall meet at least thirty days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon.

All such facts will be put together in a Joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing;
 - (v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or

require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

- (vi) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.
- (c) No grievance will be referred to a Grievance commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Agreement.
- (d) Any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.
- (e) The parties agree to Michael Watters as Commissioner or others as mutually agreed upon.

ARTICLE 16 - REPORTING IN PAY

16:01 Any employee reporting for work and who has not been properly notified not to report will receive a minimum of four (4) hours pay at the applicable hourly rate.

ARTICLE 17 - CALL BACK PAY

17:01 Any employee called back to work after completion of their regular shift will receive in such instance a minimum of four (4) hours pay based on their regular hourly rate.

ARTICLE 18 - ADMINISTRATION OF DISCIPLINE

18:01 When an employee is called to an interview by a member of supervision, and the subject of the interview is suspension or discharge, the employee will be so informed before the interview and will be advised to have his/her committee person present, and the interview will not proceed until the committee person is present.

The Company will provide written notice of twenty-four (24) hours to the employee and the Union Committee detailing the infraction and date and time when the interview is to be held. The Committee person attending the interview will be allotted fifteen (15) minutes after the meeting to confer with the employee. All time before, during and after will be paid at regularly hourly wages.

No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months unless discipline is imposed for a similar offence within

twelve (12) months, in which case, both would remain on the file for twelve (12) months from the second (2nd) incident.

Discipline is defined as a written warning to an employee. A copy must be given to all committee persons.

The Company may only discipline within five (5) working days of becoming aware of the infraction in question.

ARTICLE 19 - NEW EMPLOYEE ORIENTATION

19:01 Union Information for New Employees

The Employer agrees to inform new employees that a Collective Agreement is in effect and inform them of the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

A new employee shall be advised of the name and location of his/her Union Representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her Union Representative who will provide the employee with a copy of the Collective Agreement. The chairperson or designate will be afforded one (1) hour during a new employee's orientation per employee for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. It is further agreed the new hires will not be required to ride with a committee person during their probationary period.

ARTICLE 20 - LEAVE OF ABSENCE

20:01 Provided the Company is still able to efficiently operate, the Company may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on leave of absence. A leave of absence shall not exceed sixty (60) calendar days with possible extension to ninety (90) days on a case by case basis.

An employee requesting a leave of absence shall do so in writing at least two (2) weeks prior to the commencement of the requested leave, except in cases of emergency. The Company will respond to such a request in writing within one (1) week. The Company will provide the Union with a copy of a leave of absence authorization form.

20:02 Provided the Company is still able to efficiently operate, a leave of absence without pay shall, upon the application of the Chairperson, be granted for any member of the Shop Committee and, if necessary, for up to two (2) members of the bargaining unit to attend to Union business provided the request is made in writing to a Company representative at least one (1) working day prior to the commencement of the leave of absence. The Company will pay lost time for all Union leaves under this article to employees at their hourly rate of pay, and such hourly rate of pay will be reimbursed by Unifor Local 195.

20:03 The Company will grant employees maternity and parental leave in accordance with the provisions of the Canada Labour Board Regulations.

20:04 All leaves of absence in this agreement are unpaid unless otherwise stated.

ARTICLE 21 - INJURY ON THE JOB

21:01 An employee injured on the job shall be paid for the balance of his shift on which the injury occurred if, as a result of such injury, the employee is sent home by the Company or is sent to an outside hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Company will make available transportation for such injured employee to and from when required.

ARTICLE 22 - JURY DUTY

22:01 The Company will make up the difference between the amount of money per day an employee received while serving as a member of a jury, jury selection including coroner's juries or subpoenaed witness, to an amount equal to the normal nine (9) hours pay which he/she would have been eligible to receive for working that day. This clause will also apply to employees subpoenaed as witnesses for matters relating to Company business. Said employees will be granted appropriate leaves of absence without loss of seniority.

Employees will receive a minimum of four (4) hours.

ARTICLE 23 - BEREAVEMENT

23:01 In the event of the death of the spouse, child or step-child, an employee shall be granted an excused absence of five (5) working days at his/her base rate of pay, inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.

In the event of the death of an employee's mother or father, sister or brother, father-in-law or mother-in-law, son-in-law and daughter-in-law, sister-in-law or brother-in-law, step-parent or a step-parent of a current spouse, stepsister, or stepbrother, and grandchildren of any employee covered by this Agreement, such employee shall be granted an excused absence of three (3) working days at his/her base rate of pay, inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.

In the event of the death of an employee's grandparent such employee shall be granted an excused absence of one (1) working day at his/her base rate of pay,

Inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities.

ARTICLE 24 - PAY DAY

24:01 Employees shall be paid by direct deposit on a weekly basis, on Thursday. In the event there is a problem with late deposit, the Company will notify the members as soon as they are aware of the problem.

In the event an employee's pay is short by seventy-five dollars (\$75.00) or more, the Employee shall have the option of either obtaining a direct deposit into their bank account from the Company within twenty-four (24) hours of giving notice of the error to the Company or on the next pay.

In the event an employee has been overpaid by fifty dollars (\$50.00) or more, the Employee shall be given one (1) weeks' notice that the amount will be deducted from the employee's cheque. The maximum deduction per week shall be fifty dollars (\$50.00).

It is understood that for the purposes of accurate accounting and financial reporting, travel and expense reports/receipts are to be submitted within thirty (30) days of the completion of an event. Moreover, payroll errors are encouraged to be addressed as soon as practicable.

ARTICLE 25 - BULLETIN BOARD

25:01 The Company will supply a bulletin board in locked plexiglass cases in the Driver's Room at each yard for use of the Union. A key will be given to the Union Chairperson.

ARTICLE 26 - MOVING LOCATION

26:01 In the event the Company moves any or all of its operations to a new location, the employees affected will have the right to transfer to the new location. Further this contract will apply and will remain in full force and effect at the new location and none of its rights and obligations will be varied.

ARTICLE 27 - PARTIAL OR TOTAL CLOSURE

27:01 The Company shall advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action. The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

ARTICLE 28 - UNION OFFICE

28:01 The Company will supply a heated office with a desk, three (3) chairs, telephone, fax machine, and related supplies, access to a photo copier and filing cabinet for the exclusive use of the Union.

ARTICLE 29 - DRIVER'S ROOM

29:01 The Company will provide a Driver's Room, with tables and chairs so that drivers can complete their paperwork and use while waiting for loads or dispatch. A water cooler will be provided in this room, with cups and will be kept in full supply.

ARTICLE 30 - HEALTH & SAFETY

30:01 The Company and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times.

It is equally recognized to be in the best interests of all parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.

30:02 A Joint Health & Safety Committee consisting of two members from the Union and two members from the Company will be established. All members of this Committee will receive industry related training from the Workers Health & Safety Centre at Company expense with no loss of wages. The Union and the Company can mutually agree to utilize another provider for this training should the training not be available.

The Committee will meet no less than nine (9) times a year for up to four (4) hours each.

30:03 All vehicles shall be equipped with heaters, working air conditioning, defrosters, heated mirrors and windshield washers in the interest of safety and such equipment shall be kept in proper working order. All units will be equipped with air ride seats.

All trucks equipped with air conditioning will be in working condition by May 1st of each calendar year. The Company once being notified of a mechanical failure will make every effort to have repairs completed within a fifteen (15) day period.

30:04 The Company and the Employees agree to abide by the driving rules as laid down by the M.T.O./D.O.T.

30:05 It is understood that the employee must immediately report to the Company any accident involving a Company vehicle or any loss or damage to cargo.

30:06 No employee shall be compelled to operate equipment which is not in safe mechanical condition.

30:07 The maintenance of equipment in safe operating condition shall be the full responsibility of the Company.

30:08 The Safety Committee will have the right to assist in the investigation of accidents and near misses and provide input to the Company to better affirm the making of decisions as to preventability and non-preventability.

ARTICLE 31 - VACATIONS

31:01 Each employee will be entitled to a vacation with pay in accordance with the following schedule:

1. Employees with less than one (1) year seniority will receive four percent (4%) of their gross earnings.
2. One (1) year but less than eight (8) years seniority, three (3) weeks' vacation with six percent (6%) of gross earnings or one thirty-five hours (135) hours pay, whichever is greater. The greater of only applies if, the employee has worked at least eighteen hundred (1800) hours in the previous vacation year.
3. Eight (8) years but less than twenty years seniority, or more seniority four (4) weeks' vacation with eight percent (8%) of gross earnings or one hundred and eighty (180) hours pay whichever is greater. The greater of only applies if the employee has worked eighteen hundred (1800) hours in the previous vacation year.
4. Twenty (20) years or more seniority five (5) weeks' vacation with ten percent (10%) of gross earnings or two hundred and twenty-five (225) hours pay whichever is greater. The greater of only applies if the employee has worked one thousand, eight hundred (1800) hours in the previous vacation year.

31:02 The vacation year will be from January 1st to December 31st.

Employees will be asked for their vacation requests by March 15th of each year. The Company will reply to these requests by April 15th and grant requests by seniority. Employees who do not make requests by March 15th as stated above, will be granted vacation on a first come first served basis.

If by October 31st, an employee has not scheduled or utilized all of his vacation as per Article 31:03, the Company will meet with said employee in an effort to schedule the employee's vacation prior to December 31st. If an agreement cannot be reached, the Company will assign the employees remaining vacation time.

Provided employees submit requests by March 15th, employees will be entitled to use two (2) weeks of their vacation during the months of July and/or August, as long as there are not more than two (2) drivers on vacation in any given week.

Should there be more than thirty (30) drivers, three (3) drivers will be allowed to be on vacation in any given week during the months of July and/or August.

Should there be more than forty (40) drivers, four (4) drivers will be allowed to be on vacation in any given week, during the months of July and/or August.

In the event that less than fifteen percent (15%) request up to two (2) weeks' vacation in July and/or August, the Company reserves the right to schedule up to ten percent

(10%) of employees to be on vacation for two (2) weeks during, July and/or August. Before forcing junior employees on vacation during this period, the Company will canvass for volunteers to take vacation or unpaid leave. In months other than July and August, the Company will allow up to two (2) employees off on vacation per week unless business levels allow more than two (2).

- 31:03 It will be mandatory for all employees to take his/her vacation herein provided during the vacation year unless there is an agreement between the bargaining unit member and the Company.

Such agreement shall be on a case by case basis and shall be non-precedent setting.

It is understood that employees who are eligible for three (3) weeks or more vacation during a calendar year may request pay in lieu of vacation for the third (3rd) through the fifth (5th) week of vacation eligibility. Requests for pay in lieu of vacation will be granted at the discretion of the Company based on scheduling requirements.

All eligible employees are required to schedule a minimum of two (2) weeks of vacations each year.

- 31:04 Vacation pay will be issued on the first pay day following the layoff, termination or quit.

Employees with less than one (1) year seniority will receive their vacation pay by July 15th.

- 31:05 Vacation pay to be issued the week after vacation is taken to fall in line with the normal pay cycle. An employee can request vacation pay no sooner than March 31st.

- 31:06 Vacation days can be taken in one (1) day increments.

ARTICLE 32 - PAID HOLIDAYS

- 32:01 For the purpose of this agreement, the following days are paid holidays:

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

Three (3) P.P.H. Days (one [1] of which for use in emergency)

Effective May 27th, 2018, one additional PPH days bringing the total to four (4) PPH days

Effective May 27th, 2019, one additional PPH days bringing the total to five (5) PPH days

- 32:02 It is agreed that a P.P.H. Day/Holiday will be counted as one of the five (5) regular work shifts as identified in Article 12:01(a).
- 32:03 All holidays shall be celebrated on a regular work day, Monday through Friday.
- 32:04 All employees must be an employee of the Company for at least thirty (30) days and who have worked a minimum of fifteen (15) days within the previous thirty (30) days of the holiday to be eligible to receive holiday pay.
- 32:05 For the purpose of this agreement the following days are paid holidays. However, due to the nature of the business, the Company may require some drivers to work on a scheduled holiday. When this occurs, drivers that have signed the posted overtime sheet or chosen to voluntarily switch their holiday will be used first.
- 32:06 Should there still be the need for drivers, the Company will require the lowest seniority driver(s) to work if needed to meet existing business requirements in order to prevent customer shutdowns due to short parts, etc. Said drivers will be paid in accordance with Article 32.07. The parties will have the ability to exercise their rights under the provision of a continuous operation.
- It is further understood that drivers shall be required to work the holiday beginning with the most junior employee if enough drivers have not volunteered.
- Successive events will apply to the next driver on the seniority list to ensure an equalization effort is applied. Such equalization will be renewed every December 31st.
- 32:07 Employees who are requested to work on such holiday shall be paid two (2) times the regular hourly rate for all hours worked plus holiday pay.
- 32:08 It is understood that no more than two employees may use a P.P.H. day on any given day, provided that the Company can still operate efficiently.
- 32:09 It is understood that employees hired after ratification of this agreement must have one (1) years seniority before being eligible for PPH days.
- 32:10 Holiday hours on Fridays will be celebrated from a punch in of 6:00 a.m. Friday to 6:00 a.m. Saturday joining into our Saturday premium start time of 6:00 a.m. The regular work week will end at 6:00 a.m. those Fridays.
- 32:11 Holiday hours on Monday will be celebrated from a punch in of 6:00 p.m. Sunday to 6:00 p.m. Monday in following with our work week start of 6:00 p.m. Sunday. The regular work week will begin at 6:00 p.m. those Mondays.
- 32:12 Holiday hours on Tuesdays, Wednesdays or Thursdays will be celebrated from a punch in or 12:01 a.m. of that holiday to 12:01 a.m. of the following day. The regular work week will resume at 12:01 a.m. of the following day.
- 32:13 A PPH day hours will be recognized as a twenty-four (24) hour period. Should this day

be requested mid-week the driver will simply be shown as becoming available twenty-four (24) hours from his normal due time after his ten (10) hours of rest.

32:14 Any unused P.P.H. days will be paid out at the end of each contract year.

32:15 Drivers who do not report to work on the working day preceding the holiday will have his position on the holiday sign-up sheet forfeited.

32:16 PPH days must be utilized before any non-paid days are taken. Should the employee choose to utilize a vacation day instead of a non-paid day, they will be permitted to do so.

32:17 All holidays and PPH days will be paid based on ten (10) hours.

ARTICLE 33 - BENEFITS

33:01 The Company will provide the following benefits for all seniority employees. Green Shield will be the carrier for all benefits except S&A and L.T.D., unless otherwise mutually agreed to.

All benefits in place at the signing of this agreement will remain in place throughout the life of this agreement with the exception of negotiated changes agreed to by the parties.

The Company to provide copies of all insurance policies.

Premium Costs

- (a) Employees with less than two (2) years seniority will pay twenty-five percent (25%) of the premium costs and the Company will pay seventy-five percent (75%).
- (b) The Company will pay 100% of premium costs for employees with two or more years of seniority. Notwithstanding the above, each employee will pay 100% of the LTD premium.
 - (i) O.H.I.P.
 - (ii) Life Insurance and A.D.&D. - \$50,000.00
 - (iii) Dependent Life Insurance: Spouse - \$7,500.00
Child - \$5000.00
 - (iv) S&A - 66 2/3% of regular weekly earnings to a max of \$600.00 per week.
1st day hospitalization or accident.
8th day illness.
120 day coverage.
 - (v) LTD - 120 day waiting period - 66.67% of monthly earnings, premiums paid by employee
Two (2) year own occupation.
 - (vi) **Extended Health Care**

- Ward Hospital coverage;
- 20% co-pay by employee and 80% co-pay by the Company of the total claim cost for prescription drugs;
- Out of Country – Global medicine;
- Hearing Aids – 20% employee co-payment with a maximum of \$300 every 5 years;
- Vision Care – (In House) \$200 per 24 months per covered individual;
- Dental (Basic and Preventive to include Endodontic & Periodontal) – 10% co-pay by employee with 90% co pay by the Company. \$1500 annual maximum per covered individual, 1 year lag ODA, one (1) recall every 12 months.

The above mentioned benefits shall be effective August 1st, 2008.

All claim reimbursements will be mailed directly to the employee home address.

All benefits to remain in place as long as an employee is collecting S&A or LTD.

Employees on layoff will be covered under benefit plans for the balance of the month of layoff plus one additional month.

Employees with less than two (2) years seniority who are on S&A and/or LTD will not be required to pay the twenty-five percent (25%) premium share referred to above. The Company will pay the employee's portion until their return to work.

An employee will be entitled to receive medical benefits while collecting S&A and LTD for a period equal to their length of seniority to a minimum of one (1) year and maximum of three (3) years coverage.

ARTICLE 34 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

34:01 Effective May 27th, 2016, the Company will contribute one dollar (\$1.00) per compensated hour.

Effective January 7th, 2021, the parties will need to have transitioned to one financial institution.

Effective January 7th, 2021, the Company will contribute one dollar and ten cents (\$1.10) per compensated hour.

Effective May 27th, 2022, the Company will contribute one dollar and twenty-five cents (\$1.25) per compensated hour.

34:02 Any employee retiring after ratification of this agreement and who is at least sixty (60) years of age with ten (10) years' service will receive from the Company one thousand dollars (\$1,000.00) each year until age sixty-five (65) for the purchase of health care benefits.

ARTICLE 35 - CLASSIFICATION & WAGES

35:01

Classification	Current Hourly Rate	Effective Upon ratification Increase \$0.65	Effective May 27, 2021 Increase \$0.60	Effective May 27, 2022 Increase of \$0.60
Driver	\$22.15	\$22.80	\$23.40	\$24.00

Probationary rate is one dollar (\$1.00) per hour less.

ARTICLE 36 - MISCELLANEOUS

36:01 Meal Allowance

\$30.00 Canadian per layover in Canada or U.S.

36:02 Motel Rooms

The Company will pay motel room costs when drivers are on layover. Drivers will not be required to share a room. The Company will ensure that motel rooms that are booked will maintain a level of cleanliness and will be sanitary.

The Company will pay hourly rate for all time spent looking for and securing motel room.

36:03 Tolls

The Company will pay all tolls and advance same when known in advance.

36:04 Fast Card Fees

The Company will cover the costs of Fast Card renewal fees and any new cards or fees associated with border crossings. Should an employee quit within six (6) months of the renewal of the new cards being issued, the employee will reimburse the Company fifty percent (50%) of the cost.

36:05 Hold over Pay

Drivers on layover may be dispatched on their tenth (10th) hour. In the event they are not dispatched by the 12th hour they will be paid their regular hourly rate for up to nine (9) hours.

36:06 Drivers once contacted will have up to two (2) hours to report for duty.

36:07 The Company will continue to pay one (1) hour of time for drivers complying with DOT random drug testing if performed off site. Should random drug tests be completed at the Morrice Transportation Windsor terminal by qualified individuals, drivers will be paid as part of a regular day at the beginning of their shift upon punch in, or during the

day if time mandates, or at the end of their shift unless in an overtime situation.

For other drivers in a terminal other than Windsor, will report when they are in Windsor during working hours to the Windsor facility or will be sent to a testing facility near their domicile as is present practice. The Company will continue to pay the one (1) hour of time in those situations for the random drug testing.

36:08 **Satellite Communications**

The use of satellite communication is essential to know of the whereabouts and status of drivers and equipment. This technology will be the primary means of communication within the organization. Drivers will be required to use the proper satellite macros as specified by policy. The Company will ensure that all drivers have current copies of the applicable policy.

Hourly pay or down time pay will be calculated on the basis of your satellite communication and shall be compared or referenced to the drivers' daily trip report.

Satellite communication will be the measurement used for drivers recording and calculating hourly pay. Failure to use the required macros or failure to communicate properly in the event that satellite use is not possible may result in disqualification of your hourly pay. However, due to certain extenuating circumstances a driver will be given reasonable consideration to deviate from Company policy in the event that satellite communication is unavailable. In these cases the Company will use reasonable methods to calculate and verify hourly pay.

It will be considered unauthorized down time when a driver fails to adhere to detention, delay and or communication procedures without a reasonable excuse.

36:09 All drivers will be paid a total of forty-five (45) minutes each shift to ensure all pre & post trip inspections as well as refueling requirements are met.

Should an employee require additional time to complete other reasonable tasks including, but not limited to, snow or ice removal, the adding of fluids or any prior approved mechanical or electrical repairs prior to a trip, they will be paid their hourly rate for time spent completing such additional tasks provided it has been authorized by a 'Green Team' designate and for mechanical or electrical repairs will need to also be initialed by the Maintenance Supervisor.

36:10 Drivers will be responsible to clean their cabs of any personal items or debris.

36:11 The Company will provide a one hundred, fifty dollars (\$150.00) allowance per contract upon receipt to each employee for C.S.A. approved safety equipment providing the employee works a minimum of two hundred (200) hours per calendar year.

36:12 **Premium Driver Assist**

Employees will receive two dollars (\$2.00) per hour for all approved Driver Assist loads while performing Driver Assist work.

Known Driver Assist loads will be identified as such on the load offer. To qualify for the Driver Assist premium, it must be approved by dispatch.

If an employee is not sure if a load is a Driver Assist load, he will contact dispatch. If dispatch approves the load as a Driver Assist, the employee will receive the premium.

The premium will be paid when you arrive at the first driver assist delivery and will continue until the departure of last driver assist delivery is completed.

36:13 **Hazmat Load Premium**

Employees will receive \$2.00 premium for every hazmat load that is loaded and the trip is more than one (1) hour. It is further understood that hazmat loads are those that are placard required.

ARTICLE 37 - PAID EDUCATION LEAVE (PEL)

37:01 The Company agrees to pay into a special fund six hundred dollars (\$600.00) for the purpose of providing Paid Education Leave.

Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions.

Such monies to be paid on an annually basis, by the end of business day, January 31st, to a fund established by the National Union, Unifor, and sent by the Company to the following address: Unifor, Paid Education Leave Program, 205 Placer Court, Toronto, Ontario M2H 3H9.

ARTICLE 38 - DURATION

38:01 The agreement shall be effective from the 27th day of May, 2020 to and including the 26th day of May, 2023. Either party shall be entitled to give notice in writing to the other party as provided in the *Canada Labour Code* of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.

38:02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 26th day of May, 2023, for any stated period acceptable to the parties and in accordance with the *Canada Labour Code*.

38:03 Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

LETTER OF UNDERSTANDING #1 – RE: DRIVER RATIO

It is agreed that the Company will hire a bargaining unit driver for each owner operator hired after April 30th, 2000.

The current driver ratio will be one (1) Company Union Drivers to five (5) Owner Operators and/or Company Bunk Truck Unit.

Should three (3) Company drivers resign, the Company will hire three (3) Company drivers not in keeping with above procedure. Should three (3) owner operators resign, the Company will hire three (3) owner operators not in keeping with above procedure.

The Company agrees to provide copies of run sheets or other information relating to the usage of Owner Operators and/or Company Bunk Trucks upon request of the Union.

This Letter of Understanding will automatically become an inseparable part of the Collective Agreement upon ratification.

LETTER OF UNDERSTANDING #2 – RE: ACCIDENTS

It is agreed that drivers involved in preventable accidents will be dealt with in accordance with the:

1. Seriousness of the accident
2. Degree of negligence or carelessness
3. Frequency of accidents

and in accordance with the following:

1st Accident

Reprimand and placed on notice. Any involvement in a second preventable accident within twelve (12) months from date of 1st accident will be issued a one week suspension from duty.

2nd Accident

One week suspension and placed on notice. Any involvement in a third preventable accident within eighteen (18) months from date of 2nd accident will result in termination from employment.

3rd Accident

Termination of employment.

LETTER OF UNDERSTANDING #3 – RE: ARTICLE 12:04

The parties agree that should cases arise where individuals appear to be abusing Article 12:04, then by mutual agreement of the Company and the Union Committee, on a case by case basis, said individual will be prohibited from exercising this clause.

LETTER OF UNDERSTANDING #4 – RE: ARTICLE 12:01

The parties have spent considerable time in negotiations discussing excessive daily hours of work. The changes agreed to under Article 12:01 reflect the intent of the parties to avoid workdays beyond twelve (12) hours if at all possible. It is the intention of the Company to maintain staffing levels so as to meet this goal and the union understands that from time to time it will be necessary to work beyond twelve (12) hours in order to complete a tour of duty and/or satisfy urgent customer requirements.

LETTER OF UNDERSTANDING #5 - RE: LONG HAUL BUNK TRUCK DRIVERS / OUTSIDE CARRIERS

During negotiations the parties discussed the issues surrounding the Company Long Haul Bunk Truck Drivers and the use of outside carriers. The parties have agreed to renew the applicable portions of the grievance settlement dated January 7th, 2007 as follows:

Long Haul Bunk Truck Drivers

1. Whereas the current shortage of qualified Long Haul Owner Operators, the Company has taken the initiative to hire Company Long Haul Bunk Truck Drivers to supplement freight volumes for Owner Operators.
2. The Parties understand these drivers as performing work historically performed by Long Haul Owner Operators and for the purpose of the collective bargaining agreement will be considered as such, but will not be entitled to other rights under this agreement.

The Parties further agree that the Company Long Haul Bunk Truck Drivers will be subject to the same conditions outlined in the Collective Agreement for Owner Operators and for further clarity Letter of Understanding #1 will be amended with a reduced ratio of 2 to 3. (Two Company Union Drivers to three Owner Operators and /or Company Bunk Truck Unit)

3. All articles in reference to Owner Operators including letters of Understanding will apply to Company Long Bunk Truck Haul Drivers, including the above amendment to Letter #1.
4. As acknowledgement of this understanding, the Company will continue to maintain and/or expand Day Cab operations provided that economic conditions dictate growth.

If due to future growth the need arises to amend this ratio cap, the Parties will meet and may mutually agree to an amendment.

5. It is understood that a team is considered one unit.

Outside Carriers

The Parties have spent considerable time discussing the use of outside carriers. The Parties agree it is essential to satisfy customer requirements.

The Company recognizes the importance of maintaining our current local workforce in place, and the use of these carriers will not be for the purpose of undermining our current workforce but rather to meet customer needs when Company drivers are not available.

The Company is committed to the utilization of our current local workforce.

LETTER OF UNDERSTANDING #6 – RE: REMOVAL OF DISCIPLINARY NOTICES

The Company has agreed to remove all disciplinary letters, warnings or any disciplinary documentation from all employees' files upon ratification of the collective agreement. Such documentation will be returned to said employees within fourteen (14) days of collective agreement ratification.

It is further agreed that safety related issues are not subject to such expunge.

LETTER OF UNDERSTANDING #7 – RE: EYE EXAMINATIONS

The Company has obtained the services of specific Optometrists within the Windsor and Chatham regions at the following recognized eye care facilities (also known as 'providers'):

- Ouellette Avenue Eyecare, 1488 Ouellette Avenue, Unit #2, Windsor, Ontario.
- Tilbury Eyecare, 60 Queen Street, Tilbury, Ontario.
- Wallaceburg Eyecare, 555 Wellington Street, Wallaceburg, Ontario.

Employees who choose the services of the above mentioned providers will not be required to pay the cost of an eye examination every twenty-four (24) months.

Employees who receive an eye exam and it is determined that eye ware such as eyeglasses or contact lenses are not required will not be required to pay the cost of the eye examinations.

It is understood by the Parties, that employees who have received an eye examination will purchase eye ware such as eyeglasses or contact lenses at the specified above providers and at a value equal to or exceeding two hundred dollars (\$200.00) every twenty-four (24) months.

In the event the current above listed providers change during the term of the collective agreement, the Company will inform the Union of the change in providers within one (1) month.

The Company will make every effort to secure new providers. Further, it is agreed to by the Parties, that should the providers change, the Company will continue to provide paid eye examinations every twenty-four (24) months to all employees for the duration of the Collective Agreement.

LETTER OF UNDERSTANDING #8 – RE: EXTENDED HEALTH SERVICES

The Parties agree that the following are currently provided and will continue to be provided as part of the Extended Health Services for the duration of the Collective Agreement.

Paramedical Services

- Physiotherapist 20% employee co-payment
Maximum \$500 per calendar year

- Psychologist 20% employee co-payment
Maximum \$500 per calendar year

- Registered Massage Therapist
20% employee co-payment
Maximum \$500 per calendar year

- Speech Therapist 20% employee co-payment
Maximum \$500 per calendar year

- Naturopath 20% employee co-payment
Maximum \$500 per calendar year

- Osteopath 20% employee co-payment
Maximum \$500 per calendar year

- Chiropractor 20% employee co-payment
\$375 calendar year deductible
Maximum \$500 per calendar year
X-rays once per calendar year

- Chiropodist/Podiatrist
20% employee co-payment
Maximum \$500 per calendar year

- Other Acupuncturist
20% employee co-payment
Maximum \$500 per calendar year

- Private Duty Nursing
20% employee co-payment
Services of an RN up to \$10,000 per calendar year

Supplementary Health Care

- Ambulance Services (ground & air)
20% employee co-payment
Reasonable & Customary

Accidental Dental 20% employee co-payment

Medical Aids & Supplies
20% employee co-payment

Out of Province Coverage

Emergency 100%
30 days per trip

Maximum \$1,000,000/person per calendar year

Travel Assist Yes

LETTER OF UNDERSTANDING #9 – RE: QUARTERLY PERFORMANCE BONUS POLICY

The Company informed the Union during negotiations 2011 that a Quarterly Performance Bonus Policy was to be implemented.

Effective as of May 27th, 2020, all employees would be entitled yearly to a one thousand and two hundred dollar (\$1200.00) maximum amount. New employees hired after ratification, would be required to have been employed for a one (1) year to be entitled to the one thousand and two hundred dollar (\$1200.00) maximum amount. To be paid second week following the quarter.

Performance bonuses would be paid quarterly throughout the year and would be based on the criteria as contained within the June 1st, 2011 policy titled "Quarterly Performance Bonus Policy". Such policy would remain in effect for the life of the Collective Agreement.

Individuals will be notified immediately if they have not received the full performance bonus and the Company will provide an explanation in writing to the affected individual(s) as to why they did not receive the full bonus. This letter will be copied to the Chairperson.

LETTER OF UNDERSTANDING #10 – RE: APPRECIATION BONUS

In recognition of the service of the dedicated workforce during the turbulent last few years, the Company will provide each employee that has been actively in the workplace for the last ninety (90) days with an Appreciation Bonus of \$500 dollars less minimum applicable statutory deductions. The Appreciation Bonus will be paid within fifteen (15) days of ratification.

This Appreciation Bonus will be paid to all those who actively return to the workplace for a minimum of ninety (90) days during the life of the Collective Agreement.

The Appreciation Bonus will only be paid if the tentative agreement is ratified on the first attempt.

LETTER OF UNDERSTANDING #11 – RE: PERSONAL PAID HOLIDAYS (PPH DAYS)

This Letter of Understanding is to verify that a Personal Paid Holiday (PPH day) will be based on a twenty-four (24) hour period beginning at 6:00 a.m. the day the driver has requested and end twenty-four (24) hours later at 6:00 a.m. the following day.

LETTER OF UNDERSTANDING #12 – RE: HOLIDAY DRIVER SCHEDULING

This Letter of Understanding is to clarify driver scheduling after working a Statutory Holiday falling on a Monday.

There are two (2) options drivers are given prior to a holiday.

Option One

Work the holiday for overtime at the applicable rate; or

Option Two

Work the holiday and receive a day off at the driver's choosing in lieu of the holiday.

As of this date, drivers choosing Option One will be placed at the bottom of the list for the next day's preset, falling into the Dispatch rotation only after those who have not worked have been assigned a load.

Those drivers choosing Option Two will be placed back into their respective seniority spot enabling them to receive an assignment based on Article 12:02 – Starting Times. Load assignments will be completed according to Sunday preset rules. The driver is also entitled to receive a paid day off in lieu of the holiday at his choosing.

Note: The Company will endeavour to grant the driver time off on his requested date provided it can operate efficiently without them.

LETTER OF UNDERSTANDING #13 – RE: ARTICLE 12.02

During negotiations 2014, the parties extensively discussed the process of assigning dispatches on the open board.

It was agreed that a Committee would be formed within thirty (30) days after ratification to discuss methods to streamline the 'open board' assignments. The Committee would be comprised of two (2) company representatives and two (2) union representatives. The company will share open board information including, but not limited to, pre-set sheets.

The Company also agreed that it would use its best efforts to secure more dedicated start times bids.

LETTER OF UNDERSTANDING # 14 - RE: "INTERSTATING"

During negotiations 2017, the parties discussed the issue of "Inter-stating".

The Company affirmed that employees would never be asked or required to perform any illegal acts. Further, the Company confirmed that should an employee wish to refuse a load due to the belief they could be “inter-stating”, the employee may do so without any fear of reprisals or retaliation.

LETTER OF UNDERSTANDING # 15 - RE: TEMPORARY INDIVIDUAL BID CANCELLATIONS

The Parties agreed during negotiations 2020, that the following process will be applied if a driver’s bid start time is cancelled for the day due to a shortage of work:

1. The driver shall be given a choice to either have the day off or they may bump the next lower seniority driver even if the driver has a bid.
2. The driver will be notified of the options at the time of cancelation and they shall notify dispatch what option they wish to exercise.
3. Should the driver fail to identify their option, it will be understood that they have chosen to have the day off.
4. The above options will also be applicable to any affected drivers.

LETTER OF UNDERSTANDING # 16 - RE: MOONLIGHTING

After considerable discussions between the Parties, the Company and the Union agree that employees shall not drive for another transportation carrier when not scheduled to work in order to ensure the safe operation of the power units.

It is agreed that an employee may elect to drive for another transportation carrier.

If an employee elects this option, they will notify the Company of such and will ensure that all hours are accounted for by providing a Driver Statement of On-Duty Hours in order to remain complaint under the M.T.O./D.O.T. regulations and to assure the safe operation of the power units.

It is further agreed, that the Letter of Understanding is not applicable should employees be affected by Article 10.

LETTER OF UNDERSTANDING # 17 - RE: MINIMIZING THE IMPACT OF A SLOW DOWN

The Company will meet with the Union to discuss the equalizing of weekly hours and days among the active drivers during periods of “slow down” that is triggered by drivers moving to the open board.

rs:mg/cope343