

SOURCE	Union		
EFF.	96	01	01
TERM.	99	12	31
No. OF EMPLOYEES	137		
NOMBRE D'EMPLOYÉS	137		

COLLECTIVE AGREEMENT

BETWEEN

MELBURN TRUCK LINES INC.
 (hereinafter referred to as the "Company")

AND

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

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ARTICLE 1 - PREAMBLE AND RECOGNITION

1:01 Union Recognition and Scope of Bargaining Unit

The Company recognizes the Union as the exclusive bargaining agent for all Company drivers (hereinafter referred to as "CD(s)"), owner/operators who drive (hereinafter referred to as "OO(s)") and drivers for OOs (hereinafter referred to as "DOO(s)") operating out of its Mississauga, Ontario terminal and collectively referred to as "member(s)" hereinafter.

1:02 Effective Date

This Agreement shall become effective on January 1, 1996 and expires on December 31, 1999.

1:03 Section Headings

The section headings are for the purpose of reference only and are not to be used as an aid to the interpretation of this Agreement.

ARTICLE 2 - UNION SECURITY

2:01 Maintenance of Membership

Members shall maintain their Union membership in good standing as a condition of employment.

2:02 Forms to be Signed by New Members

The Union will supply the Company with Applications for Membership, Initiation Fee and Union Dues Deduction Authorization Forms which must be signed by all members. The Company will ensure that all completed forms are returned to the Union within seven (7) calendar days.

2:03 Initiation Fee Deduction

Members must, as a condition of continued employment, authorize the Company to deduct initiation fees as directed by the Local Union. Such deduction shall absolve the Company of any liability regarding payment to the member of the amount deducted. The Company will remit such monies together with a list of the members from whom the monies were deducted together with the monthly union dues.

2:04 Scope of Union Dues Deductions

Union dues will be deducted from all members including probationary members. If members fail to complete their probationary period, dues will be deducted from their final pay.

2:05 Union Dues Authorization and Deductions

Members must, **as a** condition of continued employment, authorize the Company to deduct union dues **as** directed by the Local Union **from** the first pay in each calendar month. Such deductions shall absolve the Company of any liability regarding payment to the **member** of the amount deducted and will be **remitted** together **with** a list **of** the members from whom the monies were deducted including their Social Insurance **Number** to the head office of the Local Union by the 15th day of the following month.

Each month, the Company **will** amend the check-off list from the previous month by adding the names of new members **hired** with their starting dates in addition to providing an explanation beside the names **of those** members for whom there is no remittance during the current month. The Company will **show** the union dues deduction on T4 slips where applicable.

2:06 Deduction of Arrears

The Union will notify the Company, in writing, of any arrears in dues, initiation or re-initiation **fees** and the Company will immediately commence deductions in **amounts** prescribed by the Local Union in such notice. Such deductions will be forwarded to the Local Union together with a list of the members **from** whom the monies were deducted along **with** the monthly union dues and will absolve the Company of any liability regarding payment to the member of the amount deducted. The Union will refund any monies deducted in error directly to members and will confirm same, in writing, to the Company.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 Management Functions

The Union acknowledges that management of the business and direction of the working force are fixed exclusively with the Company and, without restricting the generality of the **foregoing**, it is the exclusive function of the Company **to**:

- (a) **maintain** order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and **retire** members as well **as** discipline or discharge for just cause
- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by members;
- (d) determine the nature and kind of business conducted by the Company, kinds and locations of plants, equipment and materials, control of materials and parts, **use** of incentive programs, methods and techniques of **work**, content of jobs, schedules of operations, number of members to be employed, extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except **as** limited by this Agreement.

3:02 Rights of Members

The above clauses will not deprive members who have acquired seniority from exercising their **rights** under the grievance procedure.

ARTICLE 4 - DISCRIMINATION

4:01 No Discrimination

The Company, Union and all members agree that members will not be discriminated against, coerced, restrained or influenced on account of membership in the Union or by **reason of** any activity or lack thereof in the Union nor will discrimination of any kind be practised or condoned against any members by **reason** of their race, national or ethnic **origin**, colour, religion, age, sex, **marital** status, family status, disability or convictions for which pardons have been granted.

4:02 Right of Access for Union Representatives

The Union Business Representative **and/or** Stewards will **be** allowed to enter the Company's premises **to** deal with the administration of this Agreement upon reasonable advance notice and subject to the Company's reasonable operating requirements.

ARTICLE 5 - INTENT AND PURPOSE

5:01 Intent and Purpose

The intent and purpose of this Agreement is to promote and improve industrial and economic relations, establish and maintain **a** high degree of discipline and efficiency, set forth the terms covering rates of **pay**, hours of work and conditions of employment, provide a method of adjustment for all grievances which arise as well as to foster goodwill, friendly relations **and** a better understanding between the parties. *This* Agreement will be regarded as a complete and full statement of the understanding between the parties.

ARTICLE 6 - STEWARDS

6:01 The Right of Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint four **(4)** Stewards representing the following groups:

- (1) OOs with Trailing Equipment and Line ~~Haul-Trailers~~
- (2) OOs - Line Haul-Containers
- (3) OOs - City P&D
- (4) CD

Members must have at least twelve (12) months service with the Company before they become eligible for appointment **as** a Steward. If operations are such that they cannot be covered by these Stewards, additional Stewards may be appointed.

6:02 Steward Duties

Stewards and other members have their **regular** duties to perform on behalf of the Company and they will not interrupt the performance of these duties to deal with grievances without their Supervisor's consent which will not be unreasonably withheld

6:03 Names and Changes of Stewards

The Union will notify the Company, in writing, of the appointment of Stewards as well as subsequent changes in such appointments. The Company will not recognize Stewards until such notification ~~has~~ been received.

6:04 Suspension or Discharge of Steward

The Company will notify the Union, by registered mail or facsimile, when a Steward is suspended or discharged. If circumstances permit, notification will be prior to the suspension or discharge. ~~Failure of~~ the Company to comply shall render the action null and void.

6:05 Union Activities

The Union ~~and~~ its members will not engage in Union activities, hold meetings or distribute or cause to be distributed any hand bills, pamphlets or the like at any time on the premises of the Company unless mutually authorized.

6:06 Bulletin Board

The Company will permit the posting of notices relative to Union meetings or functions on a bulletin board provided ~~for~~ that purpose. Such notices must be signed by the one of the Officers of the Local Union and approved for posting by the Director of Operations and/or his designate.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

7:01 Grievance Definition

A grievance is a dispute concerning the interpretation, application or alleged violation of this Agreement and must be initiated within thirty (30) calendar days of the time that the grievance arises except as hereinafter provided. If there is any question as to whether a dispute is a grievance, it may be processed through the grievance procedure and ultimately determined, if necessary, by Arbitration.

7:02 Grievance Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the following Steps.

7:03 Step I - Director of Operations and/or His Designate

The grievance must be discussed in a meeting between the aggrieved and the Director of Operations and/or his designate with a Steward in attendance, if requested, for it to be considered further in the grievance procedure.

If the grievance cannot be settled through discussion, it may be submitted in writing to the Director of Operations and/or his designate within seven (7) calendar days and must be signed by the aggrieved. A written decision shall be rendered by the Director of Operations and/or his designate within seven (7) calendar days.

7:04 Step 2 - Company President and/or His Designate

If the written decision of the Director of Operations and/or his designate at Step 1 **fails to** settle the grievance, the aggrieved may **bring** the grievance **forward** to Step 2 within seven (7) calendar days of such **decision** by **advising** in writing.

Upon receipt of **such** advisory, a meeting will be **arranged** between the Company President and/or his designate and the **Union Business Representative** within seven (7) calendar days at a mutually agreed location. A written decision shall be rendered by the Company President and/or his designate within seven (7) calendar days of such meeting.

7:05 Step 3 - Arbitration

If the parties fail to reach settlement **through** the above procedure and provided the grievance **has** been filed and properly *carried* through each Step, the matter in dispute may be referred to Arbitration by the grieving party informing the other, in writing, within seven (7) calendar days of the written decision at Step 2.

The grievances will be heard by one for the following Sole Arbitrators in the sequence listed.

Howard D. Brown
Peter Barton
Graeme McKechnie
Maureen Saltman

In the case of a grievance relative to a discharge by the Company, when the next Sole Arbitrator on the list is unable to hear the matter within forty-five (45) calendar days, the parties will canvass the remaining Sole Arbitrators in sequence to determine whether **any** can hear the matter within that **time period and failing which**, the parties will **seek to agree** on a Sole Arbitrator who can hear the matter within *forty five* (45) calendar days. In the absence of such agreement, the parties will request the Federal Minister of **Labour** to appoint a Sole Arbitrator.

7:06 Power of Sole Arbitrator

The decision of the Sole Arbitrator will be final and binding on both parties and upon any members concerned. The Sole Arbitrator shall not have the power to alter or change any provisions in this Agreement nor to substitute any new provisions into this Agreement.

7:07 Expenses of Sole Arbitrator

The parties **will** bear an equal share of the fees **and** expenses for the Sole Arbitrator,

7:08 Extension of Time Limits

For this Article, time limits may be extended by **mutual** agreement.

7:09 Union and Company Grievances

If the Company or Union have a grievance alleging a violation of the Agreement, the grieving **party will** advise the other, in writing, within seven (7) days (Saturdays, Sundays and General Holidays excluded). Such grievances will be addressed beginning at Step 2 of the grievance procedure.

7:10 Discharge and Suspension Grievances

Grievances dealing with suspensions or discharges by the Company must be initiated, in writing, within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the issuance of the suspension or discharge, must be signed by the aggrieved and will be addressed beginning at Step 2 of the grievance procedure. Upon request from the Union, the Company will provide written reasons for the discharge within forty eight (48) hours.

7:11 Responsibility for Payment

Grievances will be discussed with the Company during the normal working hours of the grieving member and representing Steward whenever possible. If the grievance meeting with the Company President and/or his designate is in excess of one (1) hour, OOs and DOOs will be paid for the excess time at a rate of twelve dollars and fifty cents (\$12.50) per hour. The Company will not be responsible to pay for any time expended by members in the investigation of grievances.

7:12 Payment of Settled Monetary Grievances

A monetary settlement resulting from a grievance will be paid within seven (7) days and the aggrieved will receive a written statement outlining the amount and the settlement involved

7:13 Union Representation

Members called to the Company's office and advised that the discussion is regarding discipline shall, upon request, be accompanied by a Steward.

7:14 Access to Records

For grievances, the Union Business Representative or Steward involved will have access to the relevant records provided there is reasonable advance notice and it is convenient to both the Company and Union representative. The Company reserves the right to limit such access if interference with operations becomes excessive.

7:15 Withdrawal / Settlement of Grievances by Union

Once submitted in writing, a grievance shall not be withdrawn or settled when such is not in concert with the Agreement in the opinion of the Union.

ARTICLE 8 - STRIKES, LOCKOUTS AND PICKET LINES

8:01 Strikes and Lockouts

During this Agreement, there will be no lockout by the Company nor any strike, sitdown, slowdown, work stoppage or suspension of work either complete or partial for any reason by the members.

8:02 Picket Lines

The Company acknowledges the right of members to recognize and refuse to cross a picket line if they have reasonable apprehension of danger. In such situations, they will immediately contact the Director of Operations or his designate for alternate instructions.

8.03 Labour Disputes - Other Employers

The **Union** will not involve their **members** or **the** Company in any dispute which may arise between any other employer and its employees.

ARTICLE 9 - SENIORITY

9:01 Purpose of Seniority

The purpose of seniority **is** to provide a policy for work preference, layoffs and recalls. DOOs do not have seniority for the purposes of **work** preference, lay-off, recall, **job** postings or dispatch.

9:02 Seniority Lists

There **will** be separate seniority **lists** for each of the following groupings:

- (1) **Trailing** Equipment and Line Haul-Trailers
- (2) Line Haul-Containers
- (3) City Pick Up and Delivery (P&D) **Units**
- (4) CD(s)
- (5) Overall

9:03 Posting of Seniority Lists

Overall and particular grouping seniority **lists** will be updated and posted on the bulletin board in the terminal every **six (6)** months with copies distributed to Stewards and the Union Business Representative. Seniority lists containing the names of members, their social insurance numbers and current addresses **will** be forwarded to the Local Union office each September.

9:04 Probationary Period

New members shall be considered probationary and shall not have seniority rights until they have completed **ninety (90)** calendar days of employment. During their probationary period, members will work under the operational provisions of this Agreement and may be disciplined or discharged by the Company without recourse to the grievance **procedure**. Upon completion of the probationary **period**, their names shall be placed on the overall and particular grouping seniority lists in accordance with their **starting** date.

9:05 Retention of Seniority after Promotion

Members promoted to permanent positions not subject to this Agreement will retain their seniority after promotion for a **period** of one hundred and eighty (180) calendar days. If returned to the bargaining unit **within** such **period**, the **time** served **will** be included in their seniority.

9:06 Retention of Seniority during Sickness or Injury

Absence due to bonafide illness **or injury shall** not be cause for loss of seniority provided ~~the~~ Company is notified, Members ~~so~~ affected **shall** not accumulate seniority over senior members who has been laid **off**.

9:07 Definition of Layoff

In recognition of the **normal** “ups and downs” of the availability of work for members, there **shall** not be or deemed to be **a** layoff unless the Company permanently removes a member from the applicable dispatch list.

9:08 Layoffs

In the event of a layoff, OOs or DOOs will be laid **off** first **and** the Company **will** consider:

- (a) **seniority;**
- (b) qualifications;
- (c) the suitability of the equipment for the work to be **performed;**

If these factors are relatively equal, the OO or DOO ~~with~~ the least seniority **will** be laid off first.

9:09 Reasons for Termination of Employment

Seniority and employment shall be terminated for any of the following reasons:

- (a) if members voluntarily quit;
- (b) if members are discharged and are not reinstated pursuant to the grievance **procedure** as provided for in this Agreement.
- (c) if members have been laid off **and** do not report for work within twenty-four **(24)** hours after being contacted **directly** by the Company. When members cannot be contacted in person, the Company will notify such members by registered **mail** to their last known address and those who do not report for duty within fourteen (14) consecutive days from the mailing of such notification **will** have **their** seniority and employment terminated;
- (d) if members are absent from **work** for **more** than ~~three~~ (3) consecutive working days without just cause or **securing** a leave of absence;
- (e) if members are laid off and not recalled for a **period** exceeding twelve (12) consecutive months;
- (f) **if members fail to** return **from** a leave of absence on the **agreed date;**
- (g) if CDs lose their license;

9:09 Reasons for Termination of Employment (continued)

- (h) if members accumulate more than four **(4)** demerit points on their driving record ~~with~~ the **Ministry** of Transportation.
- (i) if **an** OO who drives ceases to drive and **does** not return **to regular** driving within three **(3)** months when such absence is due to vacations or twelve (12) months when such absence, is either medically related or **an** approved leave of absence. In the latter *case*, the time **period** may be extended by mutual agreement.

If an OO terminates the employment of one of his DOOs for any reason, he assumes all liability for such action. In the event that the Company is required to ~~compensate said~~ DOO for such action, **an** offsetting deduction(s) will be **made** from the payments made to the OO involved.

9:10 Leaves of Absence

The Company may grant leaves of absence upon written request from members provided it does not interfere ~~with~~ operations. If the leave of absence is for the purpose **of taking** employment ~~with~~ the Union, members ~~will~~ be granted the leave, conditional on two **(2)** weeks written notice, during **which** they retain their previously accumulated seniority **and** continue to accumulate ~~seniority~~ in the bargaining unit while on such leave.

Leaves of absence will end at the agreed **to time** or, if no such time is agreed **to**, members must give seventy-two (72) hours notice provided the return to work does not unreasonably interfere with operations and allows the Company to comply with all the requirements of this Agreement.

ARTICLE 10 - EQUIPMENT

10:01 Vehicle Safety

The Company and OOs will maintain **their units** in safe operating condition in accordance ~~with~~ applicable statutes and regulations. Members may refuse to operate unsafe equipment.

10:02 Responsibility of CDs for Damage

CDs will not be responsible for damage while towing or pushing a unit as instructed by the Company unless he is proven to be negligent.

10:03 Responsibility of Members to Report Defects

Members must promptly report defects in equipment to the Company using a **Required** Maintenance form which will have sufficient copies such that one can be **retained** by the member.

ARTICLE 11 - MEDICAL EXAMINATIONS

11:01 Required Medicals

Reinstatement of members from absence due to illness or injury will be conditional on twenty **four (24)** hours notification of **return** and them supplying, on request, a medical certificate **verifying full recovery from the illness or injury** which caused the absence.

The Company may **direct** members **to** undergo medical examinations by a physician designated and paid for by the Company and members will comply promptly. **Any report on** such examinations will be made available, if requested, to the member's physician. The Union may, if their opinion differs with the Company designated physician, have such members **re-examined** at their expense. Members will provide medical certification required by the various safety regulations **at** their expense.

ARTICLE 12 - GENERAL HOLIDAYS

12:01 General Holidays

The following General Holidays will be observed by CDs:

New Years Day
Good Friday
Victoria Day
Canada Day
Civic Holiday (in lieu of Remembrance Day)
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

12:02 Alternative Day

When one of these General Holidays falls on a Saturday or Sunday, the day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, CDs will be paid for the General Holiday in accordance with the conditions outlined below.

12:03 Pay for General Holidays

All CDs will be paid ten (10) hours at their standard hourly rate for the listed General Holidays provided:

- (a) they have completed their probationary **period and;**
- (b) they have worked at least one (1) day in the seven (7) days preceding the General Holiday.

Senior CDs will have the right to decline **work** in **city** P&D on General Holidays provided a sufficient number of junior qualified members are available.

12:04 Payment for Work on General Holidays

CDs required to work on a General Holiday will be paid regular mileage rate or one and one half times their standard hourly rate as applicable. This is in addition to their payment for the General Holiday as outlined in 12:03 above.

12:05 General Holidays During Annual Vacations

If a General Holiday falls within the scheduled vacation period of CDs, they will receive an extra day's pay equal to the amount of their General Holiday pay or afforded a mutually agreed day off with pay in lieu.

ARTICLE 13 - VACATIONS

13:01 Vacations

Annual vacations for CDs who are employed as of July 1 of each year that this Agreement is in effect will be as follows:

1. CDs with less than ten (10) years of continuous service on each July 1 will be afforded vacation with pay in accordance with the Canada Labour Code.
2. CDs with more than ten (10) years of continuous service on each July 1 will be afforded four (4) weeks vacation with pay equivalent to eight (8) percent of their gross earnings in the year preceding July 1.

Vacations must be taken during the period designated by the Company. Vacation pay will be advanced at least fourteen (14) days prior to the CD commencing vacation with seven (7) days advance notice.

If a CD leaves the service of the Company, vacation pay will be processed in accordance with the Canada Labour Code.

ARTICLE 14 - ALLOCATION AND HOURS OF WORK

14:01 Work Week

The work week shall commence on Sunday provided loads are available.

14:02 Allocation of Work

Dispatching for each of the different seniority groupings will be handled on a "wheel" basis that is the senior member who is available within the group and not restricted by the time off duty requirements will be dispatched first with his choice of available loads at the time of dispatch. Then, in descending order of seniority, all other members of the specific seniority grouping who are available and have sufficient time off duty will be dispatched with choice of the available loads at the time of dispatch. After cycling through the seniority list and having dispatched all members who were available and not restricted by the time off duty requirements, the Company will, once again, dispatch in descending order of seniority within the specific seniority grouping under the same availability and time off guidelines. Each subsequent dispatch will be handled in a similar manner.

14:02 Allocation of Work (continued)

If there is no member of the appropriate seniority grouping immediately available, a member of another seniority group may be offered the dispatch.

Empty mile dispatches of Line Haul - Containers will be distributed as equitable as possible"

CDs will be the first grouping dispatched unless a particular dispatch requires trailing equipment in which case appropriately equipped OOs will be given preference consistent with the dispatching procedure detailed above.

If any part of a trip requires a specially trained or qualified driver and/or a specially equipped, licensed, permitted or powered tractor, the Company may use the first available qualified member for the dispatch.

14:03 Sunday Dispatches

Sunday dispatches will be made available at least twenty four (24) hours prior to the time of dispatch whenever possible. Members wishing to be dispatched must notify the Company, in writing, of their availability for same prior to 6:00 p. m. the preceding Thursday.

14:04 Overtime

CDs will be paid overtime as required by the Canada Labour Code.

14:05 Call In Guarantee

CDs who report for work as usual and are sent home because no work is available will be paid four (4) hours at their standard hourly rate. This payment will not apply if they are notified prior to reporting to work or the unavailability of work is caused by conditions beyond the control of the Company.

14:06 Removal from Seniority List

If an OO's unit is out of service, it will be removed from the seniority list until it is available again for service when it will be placed on the seniority list in its former position.

14:07 Supervisors

Supervisors and other employees excluded from the bargaining unit will not perform work which has been exclusively performed by members. However, such persons may perform work for purposes which shall include instruction, safety compliance, replacement of absent members when other members are not available, emergencies or to satisfy customer requirements. When Supervisors are appointed, an advisory notice will be posted and maintained on the bulletin board.

14:08 Member Telephones and Addresses

Members must have an operative telephone at their place of residence and must provide the Company with such telephone number as well as their current address.

ARTICLE 15 - JOB TRANSFERS

15:01 Job Transfers

When an on-going vacancy occurs in a particular seniority grouping other than CDs, it will be posted on the bulletin board for ten (10) days (Saturdays, Sundays and General Holidays excluded) and awarded to the senior qualified member who will be transferred with full seniority to the new grouping.

A DOO can submit an application to the Director-Operations for consideration to be hired as either a CD or an OO and if hired as either, his seniority date will be as of the date that he is hired by the Company.

ARTICLE 16 - PAY PERIODS AND RATES OF PAY

16:01 Pay Periods and Statements

If they submit the appropriate documentation on a timely basis, OOs with trailing equipment or on line haul will be paid by trip with a one (1) trip holdback and City P&D will be paid no later than 6:00 p.m. on Thursday based on earnings for the preceding Sunday to Saturday period.

16:02 Conditions and Rates - OOs

The conditions and rates of payment for OOs are detailed in Appendix "A" which forms part of this Agreement.

16:03 Rates of Pay - CDs

The starting rate for CDs assigned to City P&D operations will be \$10.75 and will increase to \$12.50 upon completion of their probationary period. CDs assigned to Line Haul operations will be paid \$0.28 per mile with an additional \$0.05 per mile paid when hauling trains or overwidth cargo requiring permits,

16:04 Extra Contract Agreements

The Company will not enter into any extra contract agreements with members.

ARTICLE 17 - HEALTH AND WELFARE

17:01 Eligibility/Enrolment

Members become eligible for the Health and Welfare coverage outlined in the Group Insurance Plan Schedules, attached hereto and forming part of this Agreement as Appendix "B", on the first day of the month following the completion of their probationary period. Members must enrol for coverage unless they provide the Company with verification of alternative coverage and sign a waiver form to that effect. The above benefits are subject to the conditions and limitations contained in the Group Insurance Plan Policy.

17:02 Cost of Coverage

CDs will have Group Insurance coverage provided on a no cost basis. OOs will have the full cost for same deducted from the first pay in each calendar month for each unit.

ARTICLE 18 - BEREAVEMENT AND JURY DUTY,

18:01 Bereavement

CDs shall be permitted time off from work up to a maximum of three (3) days in the event of the death of a member of their immediate family. Where any such days fall on a scheduled working day for them, a bereavement allowance for each day equivalent to ten (10) times their standard hourly rate shall be paid. Bereavement allowance will not be paid beyond the day of the funeral and the Company may require proof of death to be presented by the CD.

For the purposes of this clause, "immediate family" shall mean mother, father, step-parents, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law or any relative permanently residing in the CD's household or with whom the CD resides.

18:02 Jury Duty

If members are called for jury duty or subpoenaed as a Crown witness and cannot be relieved, the Company will pay the equivalent of ten (10) times the standard hourly rate for CDs less the amount of jury duty or Crown witness pay received for each day provided they notify the Company at least forty eight (48) hours prior to the time they are to commence service and present proper evidence.

The above compensation will be paid for those days on which the member would otherwise have been scheduled to work. In addition, members will be required to report for the second half of the day shift on those days when dismissed prior to twelve (12) o'clock noon.

ARTICLE 19 - GENERAL

19:01 Rules and Regulations

Appendix "C" attached details the rules and regulations to be observed by members.

19:02 Compliance with Federal or Provincial Law

If any of the terms of this Agreement are in violation of Federal or Provincial law, then, to the extent of the violation, the provision(s) shall become null and void but it will not in any way affect the remaining provisions of this Agreement and the parties will meet to discuss the situation.

19:03 Printing of Agreement

The parties will bear an equal share of the cost of printing this Agreement.

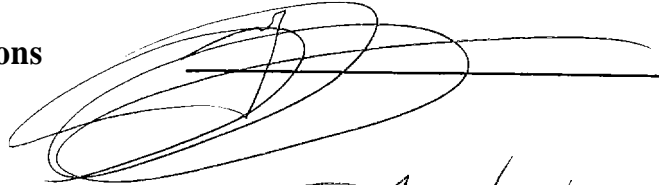
19:04 Duration

This Agreement shall remain in full force and effect from January 1, 1996 until December 31, 1999 and shall continue from year to year thereafter unless written notice to amend, cancel, or terminate this Agreement is served by either party during the last three (3) months prior to the termination date or annual anniversary date thereafter. The provisions of Articles 16 and 17 will however be reopened for negotiations with effect on January 1, 1998 and if settlement is not arrived at through this process, the matter will be submitted to Arbitration consistent with Article 7 with the decision of the Arbitrator being final and binding on the parties.

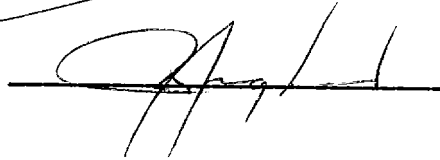
Signed this 28th day of August, 1996.

FOR MELBURN TRUCK LINES INC.:

G. Coughlin, Director - Operations

A large, stylized handwritten signature in black ink, written over a solid horizontal line.

J. Hughes, Human Resources Advisor

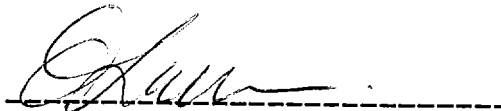
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FOR TEAMSTERS, LOCAL UNION 938:

S. Brar, Negotiating Committee

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O. Larsen, Negotiating Committee

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F. Prazeres, Negotiating Committee

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K. Moore, Business Representative

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APPENDIX "A"

CONDITIONS AND RATES - OWNER/OPERATOR(S)(OO(s))

1. Equipment

The OO will furnish the unit (s) described in the Schedule "A" to the Company for its exclusive use and register same in the name of the Company as owner. The OO agrees to **affix** or **re-affix** symbols, insignias and/or identification on such unit **as** designated by the Company; maintain such unit in accordance with the Company's requirements **and immediately** remove symbols, insignias and/or identification at their expense **upon** termination of employment.

Any unit supplied by the OO **as** a replacement for the unit (s) described in Schedule "A" must be in accordance with Company specifications and be presented to the Company for approval **prior** to its use

2. Use, loading, etc.

The OO will ensure the operation of such unit on behalf of the Company and performance of such **acts as** are incidental to its use including supervision of and/or loading and unloading of Company or their trailers, as applicable, in compliance with the specified rules, regulations, instructions and tariffs by the Company.

3. Unit operating expense

The OO will not incur any obligations for or on behalf of the Company without the specific written authority of the Company and will assume **all** direct and indirect costs/expenses incidental to the operation of such unit including taxes, rates, government assessments with respect to ownership, maintenance and use etc.

4. Assumption of liability and insurance

(a) The Company assumes responsibility **as** the interprovincial and international carrier with respect to the operation of such unit on its **behalf**.

(b) The OO will indemnify and save harmless the Company from all claims and demands **of** shippers or others resulting from loss, damage or delay to cargo hauled to the extent not covered by insurance and agrees that the Company may dispute or settle all such claims without affecting the liability of the OO.

(c) Unless the Company is Compensated by insurance, the OO will reimburse the Company for all cargo claims paid for loss, damage or delays which occurs while such cargo is his responsibility.

5. Responsibility

The Company shall be the carrier of the shipments hauled in or by such unit and all cargo hauled or services rendered shall be pursuant to written or oral contract between the Company and the shipper. The OO, except **as** herein provided, shall not and **does** not represent the Company in any **respect**, other than signing a bill of lading on behalf of the Company. The OO agrees not to transport shipments or cargo by such unit except in compliance with this paragraph.

6. Charges advanced by Company

The OO agrees to repay **all advances** and charges incurred by the Company on his behalf not specifically referred to herein. The OO agrees to pay the Company a 10% surcharge on all purchase orders and/or invoices paid to suppliers by the Company on his behalf.

7. Collections

When required, the OO agrees to prepare documents for the signature of the shipper or shipper's agent, procure the **proper** signatures thereon, collect **all** charges owed by shippers or consignees and remit such documents and collections according to the instructions **from** the Company or **as** provided for on the **bill** of lading.

8. Equipment furnished by the Company

The Company agrees to furnish trailers and equipment, properly **maintained** and licensed, to the OO for **use** with the unit(s) described herein and for which the OO will give receipts in writing if **so required by** the Company. The OO **agrees** to reimburse the Company for any sums paid by the Company to repair or replace such trailers and equipment when **damaged**, demolished or misplaced **as** a consequence of negligence by the OOs to the extent not covered by insurance.

9. Compensation

The Company agrees to pay the compensation specified in Schedule "B" as **full** and complete payment for the rental of such unit **and** the performance of services by the OO.

10. Termination of employment

In the event of termination of employment, the OO will immediately return to the **Company** all Public **Commercial** Vehicle and other operating plates obtained for **his** unit (s) under authorities, rights and privileges held by the Company. Final settlement of accounts **between** the OO and the Company shall be effected within ninety (90) days of termination of employment.

Schedule "A"

Schedule of Equipment

<u>Type</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial #</u>	<u>Gross weight</u>
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Schedule "B"

Compensation Schedule- OOs

Rates:

Tractor and Trailer Unit
- 80% of gross revenue
Line ~~Haul~~ Operations (Tractor Only)
- \$1.05 per loaded mile
- \$0.78 per empty mile
- \$0.50 per bobtail mile (not applicable to Metropolitan Toronto as defined in the rate listings).
- mileage determined by Rand McNally PC Miler
- **Copies of the rate schedules** for Line ~~Haul~~ Operations have been provided to the Union and form **part** of this Agreement. Such **rates** shall be kept confidential by the Union and its Negotiating Committee and shall be stored in a secure location.

City Pick Up and Delivery (Tractor Only)
-Copies of the rate schedules for City P&D have **been** provided to the Union and form **part** of this Agreement. Such rates shall be kept confidential by the Union and its Negotiating Committee and shall be stored in a secure location.
- \$0.50 per bobtail mile (not applicable to Metropolitan Toronto as defined in the rate listings).

Rate changes:

Rates **will** be maintained and assessed, from time to time, considering distance, revenue earned and the equipment supplied by the Company with adjustments as deemed appropriate. If it becomes uneconomical for the Company to service any destination, the Company will either discontinue service or submit a proposed rate revision to the Union. In the latter case, if the Union does not advise of their acceptance of the revised **rate** within seven (7) calendar days, servicing of the particular destination may be discontinued

Insurance:

The OO will be responsible for the first \$5,000.00 of cost incurred as a result of each occurrence of a claim made against the Company for one of his unit.

Deposit:

A \$500.00 deposit is required at the time of hire. After the completion of the OO's probationary **period**, this deposit will be credited to his bond account. If the OO terminates or is terminated prior to the completion of his probationary period, this deposit will be **retained** by the Company.

Tolls and taxes:

The OOs will pay for all tolls, plates and other expenses.

Bonding:

The Company will pay the premium if required.

APPENDIX "B"
GROUP INSURANCE PLAN SCHEDULES
SEE ATTACHED

APPENDIX "C"

RULES AND REGULATIONS

1. General

- a) These Rules and Regulations shall not deprive members of the **right** to submit a grievance.
- b) Any infraction of the Highway Traffic Act and Municipal By-Laws must be immediately reported to the Company and shall be the responsibility of the member except those which **are**, by their nature, the responsibility of the Company.

2. Disciplinary Action

- a) *All* penalties and reprimands must be issued to the member or sent by registered **mail** if he is not available ~~within~~ seven (**7**) days (**Saturdays**, Sundays and **General** Holidays excluded) of the time that the infraction becomes known with a copy sent to the **Local** Union otherwise the penalty or reprimand **will** be considered null and void.
- b) For the purposes of disciplinary action, **all** notices relating to penalties, records of warning or suspensions shall be removed **from** the member's record after two (**2**) years.

3. Passengers

Members are not allowed to have anyone ride in their truck without approval by authorized Company personnel (whose names shall be **posted**).

4. Accidents

- a) Accidents for which the member is at fault or for which his action or lack thereof is a contributory factor, will result in disciplinary action up to and including dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents. However, the member will be absolved of blame if the accident is proven to be caused by mechanical **failure**.
- b) Whenever possible, suspensions for the investigation of an accident shall not exceed five (**5**) days (Saturdays, Sundays and General Holidays excluded).
- c) Failure to report accidents immediately will result in the member being subject to disciplinary action up to and including dismissal.
- d) Whenever possible, members involved in accidents will be notified in writing by the Company whether the accident was chargeable within ~~thirty~~ (30) days after the Past day of the month in which the accident occurred.

5. Equipment

The following offences ~~will~~ be subject to disciplinary action up to and including dismissal.

- a) Tampering with the tachographer, governor or other safety devices.
- b) **Failure** to ensure that equipment is properly serviced for fuel, oil, water and tire pressures.

- c) Failure to **report** known mechanical defects in **equipment**.
- d) **Unauthorized** use of Company motor vehicles.

6. Conduct and Behaviour

The following offences will be subject to disciplinary action up to and including dismissal.

- a) Consuming intoxicants or illegal stimulants while **on** duty or on the Company's **property** or reporting for duty under the influence of same.
- b) Theft, embezzlement or wilful damage.
- c) **Failure to** obey instructions or deliberate **disobedience** of orders of authorized personnel.
- d) Loss of driver's **licence**. The Company and **Union** will meet **to** discuss movement to alternative **work**, however, no other member will be laid off due to **any** such move.
- e) **Driving** at speeds in excess of posted limits.
- f) Misconduct seriously affecting the customer's **property** or the Company's best interests.
- g) Disrespect in **words or** actions to or in front of the customer.
- h) Poor personal appearance.
- i) Failure to properly Secure unattended vehicles.

7. Reports

The following offences will be subject to disciplinary action up to and including discharge.

- a) Reports not **submitted** on a timely basis.
- b) **Deliberate** falsification of documents, time **cards** or **trip** reports.
- c) Failure to **report** a change in licence status (expiry, suspension, class, restriction, etc.)

8. Absenteeism

The following offences will be subject to disciplinary action up to and including discharge.

- a) **Absence from work** without a reasonable explanation.
- b) Failure to notify the Company of intent to be absent from **work**, at least one (1) hour before terminal dispatch or three (3) hours before assigned pick-up/delivery unless there is a reasonable explanation for such failure.
- c) Reporting late for work without a reasonable explanation.

MELBURN TRUCK LINES INC.

LINE HAUL RATES - CONTAINERS							
ONE 40' LOADED CONTAINER OR ONE 20' LOADED CONTAINER							
	Port Elizabeth or Bayonne						\$483.00
	Philadelphia, Camden, Pensuaken or Salem						\$483.00
	Delivery/Pickup - New York or New Jersey pier				Extra		\$50.00
	Baltimore						\$483.00
	Delivery/Pickup - New York or New Jersey pier						\$100.00
	Delivery/Pickup - Philadelphia				Extra		\$50.00
	Brooklyn						\$525.00
TWO 20' EMPTY CONTAINERS ON 8 OR 12 PINS							
	All above destinations						\$358.80
	Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra		\$50.00
	Drop at different pier on New Jersey side				Extra		\$40.00
TWO 20' LOADED CONTAINERS OR ONE 20' LOADED CONTAINER AND ONE 20' EMPTY CONTAINER							
	All above destinations						\$584.20
	Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra		\$50.00
	Drop at different pier on New Jersey side				Extra		\$40.00
LOADED CONTAINERS							
	Port Elizabeth, Brooklyn, Manhattan or Long Island through the Thousand Islands						\$550.20
STACK CHASSIS - 3 OR MORE							
	New York or New Jersey pier and Ironbound Intermodal Inc.						\$358.80

MELBURN TRUCK LINES INC.

<u>LINE HAUL RATES</u>							
<u>TWO 20' EMPTY CONTAINERS ON 8 OR 12 PINS</u>							
	Philadelphia, Camden, Pensuaken or Salem						\$358.80
	Delivery/Pickup - New York or New Jersey pier				Extra		\$50.00
<u>ONE 20' LOADED CONTAINER AND ONE 20' EMPTY CONTAINER OR TWO 20' LOADED CONTAINERS ON 8 OR 12 PINS WITH SAME CUSTOMER OR DIFFERENT CUSTOMER PAYING</u>							
	Philadelphia, Camden, Pensuaken or Salem						\$584.20
	Delivery/Pickup - New York or New Jersey pier				Extra		\$50.00
<u>ONE 40' LOADED CONTAINER</u>							
	New York or Boston to Mississauga						\$783.00
<u>SARNIA MOVES</u>							
<u>LOADED CONTAINERS</u>							
	New York or New Jersey pier						\$720.00
<u>TRAILER FREIGHT IN</u>							
	New York or New Jersey pier						\$835.00
	Philadelphia						\$885.00
<u>TWO 20' LOADED CONTAINERS BY THRUWAY</u>							
	New York or New Jersey pier						\$980.00
<u>TWO 20' REPOSITION CONTAINERS BY THRUWAY</u>							
	New York or New Jersey pier						\$980.00

MELBURN TRUCK LINES INC.

LINE HAUL RATES - CONTAINERS (continued)							
ONE 20' LOADED CONTAINER OR ONE 40' LOADED CONTAINER							
		Chicago					\$525.00
		Mississauga to JFK loaded and return empty to any pier					\$599.40
TRAIN MOVES							
TWO 20' EMPTY CONTAINERS							
		Port Elizabeth or Bayonne					\$420.00
		Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra	\$50.00
		Drop at different pier on New Jersey side				Extra	\$40.00
TWO 20' LOADED CONTAINERS BY THRUWAY WITH TOLLS SUBMITTED							
		Port Elizabeth or Bayonne					\$783.00
		Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra	\$50.00
		Drop at different pier on New Jersey side				Extra	\$40.00
TWO 20' LOADED CONTAINERS FOR THE SAME CUSTOMER AT SINGLE CONTAINER RATE							
		Port Elizabeth or Bayonne					\$667.00
		Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra	\$50.00
		Drop at different pier on New Jersey side				Extra	\$40.00
ONE 20' LOADED CONTAINER OR ONE 20' EMPTY CONTAINER							
		Port Elizabeth or Bayonne					\$584.20
		Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra	\$50.00
		Drop at different pier on New Jersey side				Extra	\$40.00

MELBURN TRUCK LINES INC.

LINE HAUL RATES - CONTAINERS (continued)							
TRAIN MOVES (continued)							
ONE 20' LOADED CONTAINER OR ONE 20' EMPTY CONTAINER BY THRUWAY WITH TOLLS SUBMITTED							
	Port Elizabeth or Bayonne						\$648.00
	Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra		\$50.00
	Drop at different pier on New Jersey side				Extra		\$40.00
TWO 40' EMPTY CONTAINERS							
	Port Elizabeth or Bayonne						\$768.00
	Delivery/Pickup - New York, Brooklyn, Manhattan or Long Island				Extra		\$50.00
	Drop at different pier on New Jersey side				Extra		\$40.00
TWO 40' LOADED CONTAINERS OR ONE 20' LOADED CONTAINER AND ONE 40' LOADED CONTAINER							
	Port Elizabeth or Bayonne						\$926.50
	Drop at different pier on New Jersey side				Extra		\$40.00
ONE 40' LOADED CONTAINER AND ONE 40' EMPTY CONTAINER							
	Port Elizabeth or Bayonne						\$838.00
	Drop at different pier on New Jersey side				Extra		\$40.00
TWO 20' EMPTY CONTAINERS							
	Philadelphia, Camden or Pensauken						\$400.20
ONE 20' LOADED CONTAINER AND ONE 20' EMPTY CONTAINER							
	Philadelphia						\$584.20
	Delivery/Pickup New York or New Jersey pier				Extra		\$50.00

MELBURN TRUCK LINES INC.

<u>LINE HAUL RATES - CONTAINERS (continued)</u>							
<u>TRAIN MOVES (continued)</u>							
<u>TWO 20' EMPTY CONTAINERS</u>							
	Salem						\$400.20
	Delivery/Pickup New York or New Jersey pier				Extra		\$50.00
<u>ONE 20' LOADED CONTAINER AND ONE 20' EMPTY CONTAINER</u>							
	Salem						\$660.00
	Delivery/Pickup New York or New Jersey pier				Extra		\$50.00
<u>TWO 20' LOADED CONTAINERS</u>							
	Salem						\$797.50
	Delivery/Pickup New York or New Jersey pier				Extra		\$50.00
<u>STACKED CHASSIS AND ONE 40' LOADED CONTAINER OR ONE 20' LOADED CONTAINER</u>							
	New York or New Jersey pier and Ironbound Intermodal Inc.						\$783.00
<u>TWO 20' STACKED CONTAINERS</u>							
	New York or New Jersey pier and Ironbound Intermodal Inc.						\$450.00
<u>ONE 40' EMPTY CONTAINER OR TWO 20' EMPTY CONTAINERS OR ONE 20' EMPTY CONTAINER AND STACKED CHASSIS</u>							
	New York or New Jersey pier and Ironbound Intermodal Inc.						\$625.00
<u>TWO 20' LOADED CONTAINERS</u>							
	Philadelphia						\$738.00
	Delivery/Pickup New York or New Jersey pier				Extra		\$50.00
<u>TANK MOVES</u>	Coca Cola tank moves through Brockville						\$483.00

MELBURN TRUCK LINES INC.

LINE HAUL RATES - PICKUP AND/OR DELIVER		CONJUNCTION WITH I							
ESTABLISHED TERMINAL/METROPOLITAN TORONTO - EACH WAY LOADED WITH CONTAINER ON CHASSIS OR CHASSIS									
		Acton							\$55.00
		Alliston							\$61.00
		Amherstburg							\$182.00
		Aurora							\$43.00
		Barrie							\$72.00
		Beamsville							\$43.00
		Belleville							\$43.00
		Bolton							\$43.00
		Bowmanville							\$43.00
		Bradford							\$70.00
		Brantford							\$71.00
		Brockville							\$114.00
		Burlington							\$43.00
		Cambridge							\$75.00
		Campbellford							\$75.00
		Carlisle							\$60.00
		Chatham							\$155.00
		Cobourg							\$43.00
		Colbourne							\$43.00
		Collingwood							\$97.00
		Cornwall							\$168.00
		Elmira							\$75.00
		Fergus							\$71.00
		Feversham							\$109.00
		Fort Erie							\$43.00
		Georgetown							\$43.00
		Grimsby							\$43.00
		Guelph							\$68.00
		Hamilton							\$43.00
		Ingersoll							\$85.00
		Kingston							\$43.00
		Kingsville							\$197.00
		Kitchener							\$70.00

MELBURN TRUCK LINES INC.

CITY PICKUP AND DELIVERY BROKERS (continued)										
ESTABLISHED TERMINAL/METROPOLITAN TORONTO - EACH WAY LOADED WITH CONTAINER ON CHASSIS OR CHASSIS (cont'd)										
								WITH LINE HAUL	FROM RAILHEAD	TRAIN MOVES
		Sudbury						\$264.00	\$294.00	\$334.00
		Thorold						\$58.00	\$109.20	\$147.60
		Thunder Bay						\$1,050.00	\$1,102.40	\$1,281.20
		Tillsonburg						\$89.00	\$144.00	\$189.60
		Toronto (Metro) **						\$50.00	\$66.00	\$0.00
		Trenton						\$104.00	\$132.00	\$178.40
		Walkerton						\$126.00	\$157.60	\$204.00
		Waterdown						\$66.00	\$86.40	\$124.80
		Waterloo						\$82.00	\$104.80	\$137.20
		Welland						\$58.00	\$115.20	\$176.00
		Wheatley						\$196.00	\$256.80	\$327.60
		Whitby						\$56.00	\$74.00	\$106.80
		Windsor						\$232.00	\$266.00	\$323.20
		Winona						\$58.00	\$86.00	\$124.80
		Woodstock						\$92.00	\$123.20	\$164.40
		** Includes Concord, Woodbridge, Unionville, Brampton and Oakville								
		U.S. POINTS - EACH WAY LOADED								
		MICHIGAN								
		Detroit								\$243.50
		Grand Rapids								\$380.00
		Hamtramack								\$246.00
		Hawke								\$240.00
		Holland								\$400.00
		Marysville								\$166.00
		Pewamo								\$266.00
		Warren								\$230.00
		Wayne								\$230.00

MELBURN TRUCK LINES INC.

DRIVER PAY SCALE									
	MICHIGAN BEANS - EACH WAY LOADED WITH CONTAINER OR CHASSIS								
	Per train (2 x 20') - Toronto to following points or return								
	Alicia								\$309.00
	Arthur								\$406.85
	Auburn								\$443.16
	Bad Axe								\$281.00
	Bay City								\$332.00
	Blanchard								\$393.00
	Breckenridge								\$350.00
	Carleton								\$397.78
	Carson City								\$476.43
	Carrollton								\$310.00
	Carsonville								\$240.00
	Colling								\$300.00
	Colon								\$542.98
	Coral								\$393.00
	Elkton								\$399.30
	Elwell								\$488.53
	Fairgrove								\$441.65
	Flint								\$370.56
	Frankenmuth								\$406.86
	Frankfort								\$1,136.63
	Freeland								\$440.13
	Gagetown								\$396.27
	Gilford								\$414.42
	Greenville								\$371.00
	Harbour Beach								\$265.00
	Hawkes								\$633.74
	Hemlock								\$327.00
	Henderson								\$317.00
	Hope								\$350.00
	Ithaca								\$468.87
	Kinde								\$300.00

MELBURN TRUCK LINES INC.

DRIVER PAY SCALE										
MICHIGAN BEANS - EACH WAY WITH TONT OR CHASSIS (continued)										
Per train (2x 20) - Toronto to following points or return (continued)										
		Sunfield								\$366.00
		Taylor								\$278.00
		Turner								\$384.00
		Unionville								\$323.00
		Vassar								\$381.15
		Vestaburg								\$365.00
		Vickerville								\$357.00
		Woodbury								\$360.00
		Zilwaukee								\$321.00
NEW YORK OR INDIANA BEANS - EACH WAY LOADED WITH CONTAINER OR CHASSIS										
Per train (2x 20) - Toronto to following points or return										
		Avon, New York								\$200.00
		Caledonia, New York								\$200.00
		Canadaique, New York								\$234.00
		Van Buren, Indiana								\$580.00