

COLLECTIVE AGREEMENT

BETWEEN:

VICKERD BROTHERS LIMITED
(hereinafter called the "Company")

- and -

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA),
LOCAL 1769**
(hereinafter called the "Union")

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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.

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.
- (d) Work by its nature which is normally done by students.
(i.e. wash truck and trailers, clean up; etc.)

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 Management reserves the right to make decisions consistent with the attempt to ensure the Company remains economically viable and competitive within the truck transportation market.

This may include but are not limited to the following;

The decision as to which clients the Company will provide service to and the rates which will be charged for service.

The type and style of equipment which will be utilized to provide service to the client.

Decisions relative to the seeking of, and screening training and hiring of employees and owner operators, provided that there are no more than one owner operator for each driver.

Decisions which reflect the maintenance of safety oriented criteria including the

implementation and use of tachographs and/or other on board monitoring devices, further training of staff and owner operators, the type of equipment required relative to the movement of freight including the type and usage requirements of load security equipment.

Decisions relative to the styles of paperwork which will be used and the way paperwork is to be completed and turned in to administration for processing.

Decisions relative to the providing of service to customers including the dispatching of equipment, drivers and owner operators on loads, and relative effective maintenance of customers pick up and delivery schedules.

The delivery of discipline and/or disciplinary action relative to an employee or owner operators failure to follow policy (as spelled out in the Company Operations Manual). Subject to the right of the employees to grieve said discipline.

The Company reserves the right to implement reasonable rules and regulations.

Nothing in the above management rights will be administered in any way which is inconsistent with the terms and conditions of this Agreement.

ARTICLE 4 - UNION SECURITY

- 4:01** As a condition of continued employment, all 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 to the Financial Secretary of Local 1769, CAW 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.

The Constitution provides that an employee who works forty (40) hours or more in any one calendar month, or receives pay equivalent to forty (40) hours or more, is required to pay

dues as provided by the Constitution of the National Union and the Local Union By-Laws. Part-time employees will pay dues in keeping with the part-time dues structure as provided for in the Constitution and By-laws of the Union.

- 4:05** The Company will supply to the Union, Local and Chairperson 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

- 6:01** The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practice with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity.

It is agreed that the Canadian Bill of Rights shall apply to the terms, administration and operation of this Collective Agreement.

6:02 Harassment in the Workplace

The Union and the Company recognize the problem of sexual and racial harassment in the workplace and are committed to ending it.

Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.

It is an expression of perceived power and superiority by the harasser(s) over another person,

usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

"Unwelcome" or "unwanted" in this context mean any actions which the harasser knows or ought to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Because of the sensitive, personal natures of harassment complaints, especially racial and sexual harassment, the victim may prefer initially to seek other assistance. This could be any local Union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the top local Union leadership.

The local Union president and the unit chairperson must contact the CAW national representative, and if necessary, they will meet with a senior Company representative(s) to carry out an investigation. The issue must be handled with confidentiality, and is to be resolved within ten (10) working days of notifying the unit chairperson and local Union president.

Any resolution of a harassment complaint must reflect the serious natures of such acts and send a clear signal that they will not be tolerated.

ARTICLE 7 - DATA TO BE SUPPLIED TO THE UNION

7:01 The Company will supply to the Union committee the following information at the end of every month and send a copy to the local Union office:

- 1) Employees who acquire seniority.
- 2) Employees by rate and classification.
- 3) Employees transferred into or out of the Bargaining Unit.
- 4) Employees on leave of absence.
- 5) Employees on Sickness and Accident and Compensation on the date of occurrence.
- 6) Layoffs and recalls.
- 7) Employees who have lost seniority.
- 8) Employees who are discharged.
- 9) Names, addresses, and postal codes of all retired and active employees.

A list of foreperson and supervisors and all non-bargaining unit personnel will be supplied monthly by Company to the Committee.

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 Union will notify the Company in writing of the identity of the members of the Shop Committee. The Company will recognize three (3) members of the Shop Committee.

- 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 or other business arising from the collective agreement. 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 committee persons 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** The Company and the Union will make every attempt to schedule meetings around work

schedules and customer service requirements.

- 8:08** The Company will pay each of the three (3) members of the Negotiating Committee, at straight time hourly rates, -for the time spent in negotiations up to and including the date a strike or lockout commences, to a maximum of ten (10) days.
- 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 provide pocket size agreements to all employees, and twenty (20) copies to the National Union within three (3) months after ratification.
- 8:12** The Company will allow three (3) hours paid per week for members of the Committee to attend to routine union matters. Said time will be in addition to time allowed under Articles 8.03 and 8.06 and will be credited towards hours of service for overtime purposes.

ARTICLE 9 - SENIORITY

- 9:01** An employee will be considered to be on probation and not to be placed on the seniority list until after he has been in the employ of the Company and has completed ninety (90) calendar days within a period of twelve (12) months.

Upon completion of seniority acquisition his seniority date shall be his 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 to be given to the Shop Committee Chairperson. A separate seniority list will be kept for part-time employees.
- 9:03** An employee promoted to supervision or an excluded position, will maintain seniority as of the date of transfer if and only if the Company decides to return the employee to be bargaining unit within forty-five (45) days from the date of the employee's date of promotion. This clause may only be used one time by any employee.
- 9:04** 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.

9:05 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 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 reason 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.

ARTICLE 10 - LAYOFF & RECALL

10:01 Whenever it becomes necessary to decrease the work force, probationary employees will be the first laid off, part-time employees will be laid off next, if further layoffs are necessary, employees with the least amount of seniority shall be laid off, provided these remaining employees are able and willing to perform the work available.

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.

10:03 The Company will provide the Chairperson of the Union Shop Committee with a list of employees to be laid off or recalled, also any cancellation of such notices.

10:04 Employees laid off from their classification will be allowed to exercise seniority in other classification provided they are able to do the work.

ARTICLE 11 - JOB POSTING

11:01 Driver Bid Runs

Job Bids are assigned for one (1) year duration. All jobs will be posted for rebid each January. 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, employees will be entitled to one (1) additional bid per job bid year.

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.

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.

11:02 Classification to Classification

Whenever new jobs or vacancies occur, notice of such vacancies or new jobs shall be posted in the plant on the bulletin board for a period of three (3) regular working days. Any employee wishing to apply shall do so on forms to be supplied by the Company within three (3) regular working days and within a further five (5) regular working days the Company will post the name of the successful applicant.

The Company reserves the right to stipulate, in the posting of a job any reasonable requirements which will be needed by the applicants. Where there are no qualified applicants, the Company may fill the job or vacancy in any manner it sees fit.

ARTICLE 12 - HOURS OF WORK

12:01 The regular work week for an employee assigned to local jobs, shall be five (5) ten (10) hour days Monday - Friday with a one half (½) hour unpaid lunch. This shall not be construed as a guarantee of daily or weekly hours. Should a local driver work less than 8 hours, the Company will not deduct the lunch period.

The regular work week for employees assigned to highway jobs will begin at 6:00 p.m. Sunday. Hours will be in keeping with D.O.T./M.T.O. regulations, however, said employee may decline work after working fifty-five (55) hours in any week.

12:02 (a) Drivers

Dispatch will commence beginning at 6:00pm Sunday.

(b) Mechanics

The regular work week for an employee assigned to mechanics, shall be five (5) eight and a half (8½) hour days with a one half (½) hour unpaid lunch. Shift hours for mechanics will be days - 7:00am to 3:30pm, afternoons - Monday to Thursday from 2:00pm to 10:30pm and

Friday - from 8:30am to 5:00pm. Shift rotation every two (2) weeks; however, the Company will recognize mutual agreements between mechanics to trade shifts.

12:03 Paid Breaks

Hourly rated employees will be entitled to two (2) fifteen minute (15) paid breaks, one in the first half of their shift and one in the second half of their shift.

12:04 Shift Premiums

Mechanics only - afternoon 0.60¢ per hour, and midnights \$1.00 per hour.

Local Drivers - for start time after 1:00 p.m. - 60¢

ARTICLE 13 - OVERTIME

13:01 (a) All Saturday, Sunday and holiday work shall be voluntary. However, when the Company finds it necessary to schedule Saturday work, it will first canvass for volunteer Company drivers and if enough volunteers cannot be found, the Company will then canvass part time drivers. If still enough volunteers cannot be found the Company may schedule mandatory overtime for the most junior Company drivers who have enough hours left to complete the run, provided that such Saturday work would not put them over the 55 hours referred to in Article 12.01. In such cases, the Company will notify Company drivers of mandatory overtime no later than noon Friday. Further, the parties agree that in determining the number of hours available for a Company driver all compensated hours. ie. stat holiday, etc will be factored in.

(b) The Company will consider requests from employees who with twenty-four (24) hours written notice requests not to work past a specific time on a weekday and will accommodate said requests if possible.

13:02 (a) Drivers

Any work performed by an employee in excess of ten (10) hours in twenty-four (24) hours, in any day of his regular work week will be paid for at the rate of time and one-half (1½x) his regular hourly rate. This provision does not apply to highway mileage.

(b) Mechanics

Time and one half (1½x) after eight (8) hours in any day.

13:03 Drivers

All work performed between the hours of 6:00 a.m. Saturday until 11:59 p.m. Saturday will be paid at the rate of time and one half (1½x) excluding mileage. This will not apply to drivers completing their Friday runs.

Mechanics

All work performed on Saturday will be paid at the rate of time and one half (1x½).

- 13:04** All work performed between the hours of 12:00 a.m. Sunday and 6:00 p.m. Sunday will be paid for at the rate of double time, excluding mileage.
- 13:05** All hourly paid work performed on a paid holiday will be paid at the rate of time and one half (x1½) plus the holiday pay, excluding mileage.
- 13:06** Weekend overtime will be distributed by seniority to those employees who have signed the weekend overtime list.
- 13:07** a) An overtime premium of 3¢ per mile if loaded both ways will be paid to highway drivers for work performed on weekends and holidays.
- b) For local work performed after ten (10) hours on the highway Monday through Friday, time and one half will apply.

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. If no satisfaction is received within twenty-four (24) 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 seven (7) 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' decision. The Company's decision on the grievance shall be given in writing within seven (7) 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. The party giving notice shall also notify the designated Arbitrator. Both parties agree that the following Arbitrators shall be used to arbitrate grievances.

- 1) Michael Watters
- 2) E. E. Palmer
- 3) Maureen Saltzman
- 4) Ted Crljenica
- 5) W. B. Raynor

Arbitrators shall be designated in numerical order. When an Arbitrator is not available within sixty (60) days or any other time limit mutually agreed to by the parties, he will be bypassed in favour of the next Arbitrator in numerical order.

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.

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 shall receive in such instance a minimum of four (4) hours pay based on their regular hourly rate.

ARTICLE 18 - ADMINISTRATION OF DISCIPLINE

When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, 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. In cases where a committee person is not available, the Company will contact the Chairperson or committee person so he may appoint an alternate from those employees present.

18:01 Discipline Records

Verbal and or written warnings will be cleared from an employee's file after nine (9) months.

Suspensions will be cleared after twelve (12) months. Upon ratification all records will be cleared except safety related issues.

Discipline is defined as a written warning, suspension or discharge to an employee. A copy must be given to the committee person.

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 acquaint new employees with the fact that a Collective Agreement is in effect and with 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 Employer agrees that a Union Representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment 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.

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.

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 three (3) 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 CAW Local 1769.

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.

ARTICLE 22 - JURY DUTY

22:01 The Company will make up the difference between the amount of money per day an employee received while under subpoena for jury selection or duty including coroner's juries or subpoenaed witness, to an amount equal to the normal 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.

ARTICLE 23 - BEREAVEMENT

23:01 a) In the event of the death of the spouse, child, or step-child of any employee covered by this Agreement, such 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 addition employees will be able to add to this leave by using any or all of their paid personal holidays.

23.01 b) In the event of the death of the mother or father, sister, or brother step-parent or a step-parent of a current spouse, step-sister, or step-brother, mother-in-law, father-in-law and grandchildren of any employee covered by this Agreement other than owner operators, 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 addition employees will be able to add to this leave by using any or all of their paid personal holidays.

- c) In the event of the death of the brother-in-law, sister-in-law, grandparents or grandparents of current spouse of any employee covered by this Agreement other than owner operators, such employee shall be granted an excused absence of one (1) 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 addition employees will be able to add to this leave by using any or all of their paid personal holidays.

ARTICLE 24 - PAY DAY

24:01 Drivers & Mechanics

Pay checks will be issued by direct deposit by 2:00 p.m. Thursday, dated for Thursday. Pay cheque shortages as a result of Company error of Fifty Dollars (\$50.00) or more will be paid within twenty-four (24) hours, all other shortages will be paid on the following pay check.

24:02 Owner Operators

A one thousand dollar (\$1,000) draw per week with accumulated balance to be paid at end of individual pay period.

ARTICLE 25 - BULLETIN BOARD

- 25:01** The Company will supply a bulletin board in the Driver's Room for the sole and exclusive use of the Union.

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 three (3) 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 an office with partition, desk, chairs, telephone and filing cabinet for the exclusive use of the Union.

ARTICLE 29 - DRIVER'S ROOM

29:01 The Company will maintain the current driver's room.

ARTICLE 30 - HEALTH & SAFETY

30:01 The employer 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.

30:03 All vehicles shall be equipped with heaters, 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. No unit will be deemed undriveable if non safety related equipment is not working. The Company will make needed repairs to such equipment by the next service of the particular unit.

30:04 The employees agree to abide by the driving rules as laid down by the M.T.O./D.O.T. and Highway Traffic Act.

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 take out 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 Clothing Allowance

The Company will provide a work related clothing allowance of One Hundred and Seventy-Five Dollars (\$175.00) per contract year to mechanics and company drivers, upon receipt.

30:09 Safe Driving Awards

The current T.&A. Safe driver safe worker award program will be maintained during the life of this Agreement

30:10 Any Health and Safety Training conducted will be without loss of pay to employees. Any training held on weekends by mutual agreement will be paid at the applicable overtime rates which will be a minimum of two (2) hours.

ARTICLE 31 - VACATIONS

31:01 (a) Each company driver and mechanic 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 five (5) years seniority, two (2) weeks vacation with four percent (4%) of gross earnings or 80 hours pay whichever is greater.
- 3) Five (5) years but less than ten (10) years seniority, three (3) weeks vacation with six percent (6%) of gross earnings, or 120 hours pay whichever is greater.
- 4) Ten (10) years but less than twenty (20) years seniority, four (4) weeks vacation with eight percent (8%) of gross earnings, or 160 hours pay whichever is greater.
- 5) Twenty (20) + years seniority, five (5) weeks vacation with ten percent (10%) of gross earnings, or 200 hours pay whichever is greater.

(b) In order for the above "greater of" principle to apply, an employee must have worked a minimum of 1040 hours in the previous vacation year.

31:02 The vacation year will be from July 1st to June 30th.

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

No more than two (2) hwy and one (1) local driver off in any given week.

No more than one (1) mechanic off in any given week.

31:03 Vacation pay will be issued on the pay day prior to the employee taking his vacation, or in the case of layoff, termination or quit on the first pay day following the layoff, termination or quit.

31:04 Owner Operators Vacation

Owner Operators will have the option of hiring individuals to operate their tractor during their vacation periods,

Provided said driver meets Company qualifications criteria and one (1) weeks notice is given.

Owner Operators will be entitled to vacation time as specified above.

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
Employment Anniversary
Christmas Eve
Christmas Day
Boxing Day
New Year's Eve
Five (5) P.P.H. Day

Employee's Birthday

32:02 All holidays shall be celebrated on a regular work day, Monday through Friday.

An employee having been absent within thirty (30) calendar days of the holiday will receive holiday pay.

Employees who are requested to work on such holiday shall be paid one **and** one half times (1½) the regular hourly rate for all hours worked plus holiday pay.

Employees may schedule PPH days provided notice is given at least forty-eight (48) hours before their scheduled start time. No more than two (2) Hwy and one (1) local driver off on any given day and no more than one (1) mechanic off on any given day.

32:03 Owner Operators

Will be entitled to all holidays referred to in 32:01 less the PPH days. Pay based on local driver hourly rate.

32:04 All employees will receive a Christmas Bonus of \$100.00 each year.

ARTICLE 33 - BENEFITS

33:01 The Company will provide the following benefits to all seniority employees and their eligible dependants. Employees will pay fifty percent (50%) of the benefit premiums until they have attained one (1) year seniority.

- 1) Prescription Plan \$5.00 co-pay
- 2) Vision Care Plan - \$150.00 per twenty-four (24) months. Eye exams each two years will also be covered over and above the allowance, to a maximum of \$70.00.
- 3) Out of Canada Medical Coverage
- 4) Major Medical
- 5) Extended Health Services - Private Nursing, Paramedical
- 6) Dental Plan
Current ODA Schedule -
Basic Services one hundred (100%) percent -
No deductible
One (1) year or more seniority - no maximum, under one (1) year seniority Five Hundred Dollars (500.00) per covered individual.
- 7) Life Insurance
\$100,000.00
- 8) AD&D
\$100,000.00
- 9) Dependant Life Insurance
Spouse - ten thousand (\$10,000.00) dollars.
Child - five thousand (\$5,000.00) dollars.
- 10) Survivor Extension two (2) years

The above plans as in place at time of ratification of this Agreement will be maintained for the life of this Agreement.

33:02 It is agreed that employees with less than one (1) year seniority will pay fifty percent (50%) of the premium costs for the above benefits.

33:03 Benefits listed in **33:01** will remain in place for the balance of the month plus two (2) additional months following layoff.

33:04 During the life of this Agreement, should the Company decide to change insurance carriers, it is agreed that the benefits provided by the new carrier will be equivalent or better than those in place at time of ratification of this Agreement.

33:05 Benefit Resolution Procedure

1. In the event a claim is denied and the Union disputes the denial, the employee shall sign a waiver form allowing the Union and the Company the opportunity of receiving and reviewing all documentation necessary for the proper consideration of the claim.
2. The Union, Company and the employee shall co-operate to ensure that all parties are given full disclosure of all facts and opinions relevant to any claim for benefits.
3. All claims for benefits shall be submitted through the Company
4. In the event the claim is denied, the Company shall request from the carrier all documentation upon which it relied upon in denying the claim and to provide copies of the same to the Union.
5. If the claim cannot be resolved to the satisfaction of all parties, the Company will arrange for a medical examination by a duly qualified physician or specialist and shall submit any report received to the carrier, with a copy to the Union and the employee.
6. In the event the eligibility for benefits cannot be resolved, the matter may be referred to arbitration in accordance with the contract.

The evidence of the Union at the arbitration hearing shall be limited to that provided to the Company at the time a final decision to deny benefits was made, prior to arbitration, or documentation obtained under subpoena from the carrier.

7. In the event the Union is successful at arbitration, the Company will instruct the carrier to pay in accordance with the terms and provisions of the policy.
8. The employee must be qualified under the terms of the policy.
9. Any changes made by the Company to the present coverages afforded by the policy may be subject to the arbitration procedure.

10. The employee and the Union agree to co-operate with the Company in any litigation or other proceedings against the Insurer which may be taken by the Company. The employee and the Union agree to fully disclose any information necessary to assist the company in any such proceedings.

33:06 Retirees with 25 years service and who are age 60 will be provided with all benefits listed in 33.01. Said benefits to be coordinated with government plans.

ARTICLE 34 - PENSION PLAN

34:01 Year 1 - 75¢ per hour and / or 2.1¢ per mile
 Year 2 - 95¢ per hour and / or 2.5¢ per mile
 Year 3 - \$1.05 per hour and / or 2.75¢ per mile

ARTICLE 35 - CLASSIFICATION & WAGES

35.01 **Driver - Hourly**

	Year 1	Year 2	Year 3
Van - Domestic	+ .50 = 17.00	+ .35 = 17.35	+ .35 = 17.70
Van - U.S.	+ .75 = 17.25	+ .50 = 17.75	+ .50 = 18.25
Flat Bed - Domestic	+ 1.00 = 17.50	+ .35 = 17.85	+ .35 = 18.20
Flat Bed - U.S.	18.50	18.85	19.20

Driver - Highway Mileage

	Year 1	Year 2	Year 3
Vans	+ 1/26 = .40¢	+ 1/26 = .40 1/2 ¢	+ 1/2 ¢ = .41¢
Flat Bed - Domestic	+ 3/4 ¢ = 43 1/4 ¢	+ 3/4 ¢ = 44 ¢	+ .1 ¢ = 45 ¢
Flat Bed - U.S.	+ .1 ¢ = 45 ¢	+ .1 ¢ = 46 ¢	+ .1 ¢ = 47 ¢
Oversize Premium	3 1/2 ¢	3 1/2 ¢	3 1/2 ¢

Four hundred and fifty (450) miles will be paid for round trips to Mississauga, Toronto, Goderich / Kenilworth.

Mechanics

	Year 1	Year 2	Year 3
A	+ 1.00 = 21.25	+ .50 = 21.75	+ .50 = 22.25
B	+ 1.00 = 19.25	+ .50 = 19.75	+ .50 = 20.25

Probationary employees hired after ratification will receive \$1.00 per hour less than the

above during their probationary period.

\$1.00 incentive to remain in place as incentive rate for life of this agreement and are in addition to the above rates.

Company Drivers on highway mileage, U.S. bound will receive a flat \$15.00 fee for border crossing.”

Owner Operator

Sixty-five percent (65%) of their gross revenue of the load loaded both ways. Seventy-five percent (75%) if loaded one (1) way; fifteen percent (15%) more for own trailer.

ARTICLE 36 - MISCELLANEOUS

36:01 (a) Layovers

Authorized layovers, the Company will cover the costs of motel room and up to two (2) meals with proof of purchase to a maximum of twenty-five dollars (\$25.00) and lay over pay of seventy-five dollars (\$75.00).

(b) Tolls

The Company will cover the costs of authorized route and border crossing tolls for Company drivers. Reimbursement upon receipt.

The Company will cover the costs of border crossing tolls and jurisdictional fuel decal sequestration for owner operators as well as customs decals, in U.S. or Canadian funds at drivers discretion. If in U.S. funds, exchange rate as of day submitted. Reimbursement no later than next pay day.

(c) Waiting Time

Co. Drivers

Drivers on non hourly work\runs (highway runs) will be paid for waiting time at a rate of thirteen dollars and fifty cents (\$13.50) per hour after a one (1) hour grace period. If driver runs empty in either direction, no waiting time will be paid. Exceptions to this will be in cases where dispatch requires an employee to sit in excess of two (2) hours while an attempt is made to secure a load and no load is secured and the employee travels empty anyway. When this happens, waiting time will be paid inclusive of the two (2) hours less the standard one (1) hour grace period for waiting time.

Owner-Operators

Owner Operators on non hourly runs (highway runs) will be paid waiting time at a rate of fifty dollars (\$50.00) per hour after a two (2) hour grace period.

It must be understood that the following criteria must be met prior to any waiting time being paid.

The driver or owner operator must not be late for pre-established delivery or pick up times.

The driver or owner operator must call dispatch as soon as a delay becomes obvious or within a half hour (½) of arriving at a location without the shipper or receiver making any effort to load or off-load.

The driver or owner operator must in all cases and for all drops and/or pick ups, write the actual arrival time in and departure time out on all documentation for the shipment.

If any one or all of the above is not adhered to, all waiting time realized will be void as relates to waiting compensation.

It must also be realized that not all clients compensate for waiting time and as such, in the case of owner operators, the fifty dollars (\$50.00) per hour waiting time will only be paid out if we are able to collect from the customer.

(d) Drops & Pick Ups:

Co. Drivers - Flat Bed

Driver will be paid thirteen (\$13.00) for loading, if delivering same load the driver will receive nineteen dollars (\$19.00) for delivering plus any waiting time realized.

When driver going loaded driver will receive thirteen dollars (\$13.00) for the first pick up and ten dollars and ~~fifty~~ cents (\$10.50) for any consecutive drops and/or pick ups, if the driver delivers thirty dollars and fifty cents (\$30.50) for the drop and any accumulated waiting time.

Co. Drivers Vans

If loaded both ways first two (2) drops and/or pick ups are not paid any further drops and/or pick ups will be paid at ten dollars and fifty cents (\$10.50) per drop and/or pick up to three (3). For four (4) or more the driver will be paid at a rate of thirteen dollars (\$13.00) for those additional drops and/or pick ups. Unloading freight including empty pallets where the driver is performing the work will be considered a drop as part of the run.

(e) Service Allowance Mechanics

In cases where mechanics must use their own vehicle to perform service work the Company will pay them an allowance of .35¢ per kilometer.

(f) Tool Allowance Mechanics

Two hundred and fifty dollars (\$250.00) per year to be paid out by the end of **January** of each year.

(g) Hand Bomb

Twenty dollars (\$20.00) for minimum thirty percent (30%) of load.

(h) Truck Wash

The Company will pay company drivers one and one half (1½) hours pay per week to wash their assigned vehicle. Wash must be noted on trip sheet.

Note - mandatory - subject to reprimand.

(i) All required paperwork must be turned in within 48 hours of the load being completed.

(j) Cell Phones - Will be activated within one (1) week of ratification and a \$15.00 per month allowance for personal calls will be provided. Drivers will be responsible for overcharges. Owner operators who are committee members will receive \$60.00 per month towards their cell phone bill.

ARTICLE 37- DURATION

37.01 The agreement shall be effective from the 28th day of January, 2005 to and including the 27th day of January, 2008.

Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act 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 agree upon.

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 27th day of **January, 2008** for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

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.

APPENDIX "A"

This appendix will cover owner-operator items not mentioned in the body of the Agreement.

Owner Operations Insurance

Owners operators will pay fair market value to the Company for truck insurance up to 4.5% of gross revenues. In the event of an insurance industry crisis whereby the Company can no longer provide insurance to owner operators for the above mentioned 4.5%, the parties will meet to discuss and

negotiate appropriate options. Further, in the event of any emergency insurance surcharge, 100% of said surcharge will be paid to the owner operator's percentage of revenue.

Waiting Time

Two (2) hour grace period **fifty** dollars (\$50.00) per hour.

Drops and Pick Up

Fifty dollars (\$50.00) per pick up or drop.

Owner Operator Contract

Following ratification the Company will revise the current contract used when signing up owner operators with view of eliminating duplication with the Collective Agreement, nothing in said contract will conflict with the terms and conditions of the Collective Agreement.

Special Loading and/or Off Loading Conditions

In the case of owner operators and/or the Company loading or off loading each others loads the party performing said work will bill the other party at a rate of fifty dollars (\$50.00)-per hour at a set time of two point five (2.5) hours. In the event of breakdowns costs finishing the run will be charged back to the other party at a fair and equitable rate commensurate with the particular circumstances.

Fuel

The Company will continue to allow owner operator to purchase fuel at the Company facility. In the event of a fuel surcharge being initiated, the Company will pay the owner operator 100% of said surcharge to the owner operator's percentage of revenue.

Additional

The company will make available at owner operator expense, insurance for the deductible on their regular insurance.

The Company will make available S&A and LTD insurance for owner operators who wish to pay premiums for same.

When printing owner operator weekly statements, the Company will show proper percentage paid on load. Further, the Company agrees that committee persons will be allowed to see invoices on behalf of members who may question the freight rate charge.

LETTERS OF UNDERSTANDING #1

RE: RECLASSIFICATION

In the event of a owner operator losing his truck for any reason he will be allowed to drive a company truck as long as he is not dispatching a company driver. Should the Company be hiring he will be offered the first (1st) opportunity to transfer to the Company driver classification and his seniority will be carried over into the new job.

In cases where the Company is hiring owner operators the Company reserves the right to deny a Company driver an owner operator position if in the Company's opinion, this would not be in the best interest of the Company.

In cases where the Company agrees to take the employee on as an owner operator, said employee will carry his seniority into the owner operator classification.

LETTERS OF UNDERSTANDING #2

RE: DISPATCH

Dispatch will make every effort to schedule loads in a fair and equal manner. The Union and the Company will recognize the need to accommodate special circumstances. (i.e., physical restrictions, unable to cross border etc.,)

Dispatching of loads will be on a first in first out basis following M.O.T.\D.O.T. regulations. When a load is offered to a driver or broker they shall have the right to be put on a waiting list to see if a better load comes up. It is understood that should a driver exercise this option, other loads available at the time, may be dispatched to other drivers and if a better load is not available by 3:30pm the driver\broker will take from whatever loads are available at that time.

LETTERS OF UNDERSTANDING #3

RE: PART TIME WORKERS

The parties agree that part time workers will be kept on a separate seniority list and should a part time worker become full time, he/she will have date of entry seniority on the full time seniority list. It is further agreed that part time workers will not be covered under the health care benefits listed in Article 33 of this agreement.

LETTERS OF UNDERSTANDING #4

RE: TRAINING FOR UNQUALIFIED DRIVERS

The parties hereby agree that in cases where the Company hires drivers who require training to be able to safely handle the type of freight regularly handled by the Company, said drivers will be assigned to work with an experienced driver for up to two weeks. Said employees will be paid ten dollars (\$10.00) per hour to a maximum of ten (10) hours per day. Following the two weeks training, said employees will be paid full regular rates of pay as per Article 35 of this Collective Agreement.

The parties may agree to extend the above mentioned two (2) week period by one (1) additional week.

LETTERS OF UNDERSTANDING #5

RE: TRACTOR ASSIGNMENT BY SENIORITY

During negotiations the parties discussed the fairness of issuing newer tractors to senior drivers. While it is recognized that the Company may choose to have certain tractors pulling flat bed rather than a van, the Company does agree to recognize seniority within this context. It is further understood that once assigned a tractor it will not be revoked without a sound business reason or for retaliatory or disciplinary matter.

Following negotiations the parties will meet to implement the above understanding.

LETTERS OF UNDERSTANDING #6

RE: WSIB

Following ratification of this agreement the parties agree that all owner operators will apply to WSIB for a zero rating status. The parties will as well seek quotes from insurance companies for workplace accident disability insurance.

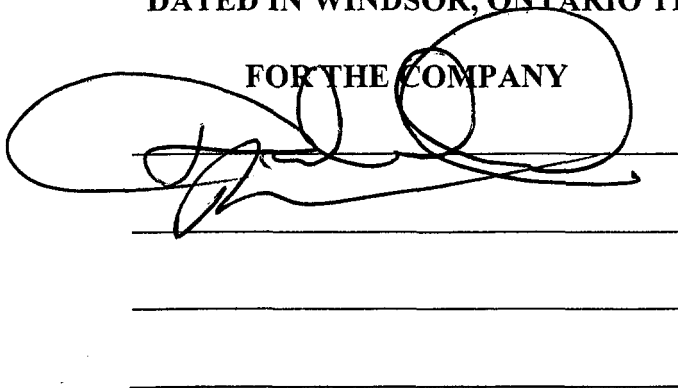
When the parties agree on a package and carrier, said plans will become effective with the company paying the premiums.

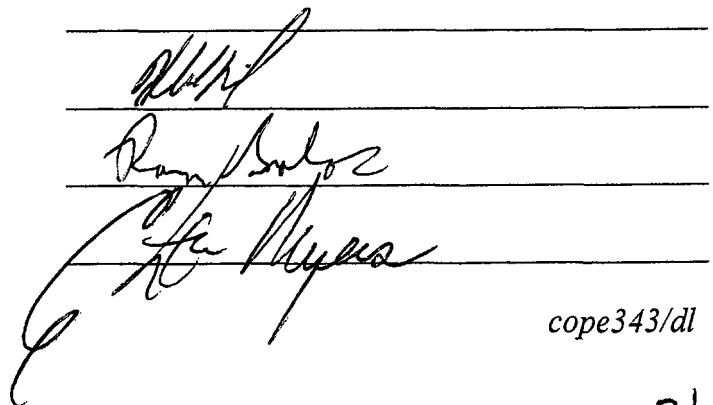
The WSIB zero rating will not go into place until alternate policy becomes effective and approved by applicable customers.

DATED IN WINDSOR, ONTARIO THIS _____ DAY OF _____, 200____.

FOR THE COMPANY

FOR THE UNION





cope343/dl

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