



COLLECTIVE AGREEMENT

between

**ACTIVE CANADA INC.
(ST. THOMAS)**

and

**TEAMSTERS, CHAUFFEURS WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 880**

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SCOPE OF THIS AGREEMENT

This Agreement, made and entered into by and between **ACTIVE CANADA INC.** (ST. THOMAS), (hereinafter referred to as the "Company") and **TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS UNION LOCAL 880**, (hereinafter referred to as the "Union") covering the Company's operations in the Province of Ontario.

ARTICLE 1: PARTIES TO THE AGREEMENT

Section 1:

The Company recognizes the Union as the exclusive Bargaining Agent for all its employees of Active Canada Inc. (St. Thomas), in the Province of Ontario, save and except supervisors, persons above the rank of Supervisors and Office Staff.

Section 2:

There shall be no effort by either signatory to misinterpret, read into, or delete from any of the provisions of this Agreement.

ARTICLE 2: UNION SECURITY AND RECOGNITION

Section 1:

All employees shall, as a condition of employment, become union members and maintain their membership in good standing for the duration of this Collective Agreement.

Section 2:

Any new employee shall, as a condition of employment, become and remain a member in good standing after the completion of his/her probationary period of sixty (60) calendar days. However, as of his/her first pay, he/she must pay dues **as** established by the union.

Section 3:

The employer shall deduct from the employee's first pay of the month, an amount of money owed to the union as a regular monthly union dues and **shall** send such deductions to the secretary-treasurer of the union before the tenth (10th) day of the following month.

Section 4: Initiation Fees

The employer agrees to deduct from the pay of any employee having completed his/her probationary period an amount for initiation fees due to the union, by twenty-five dollars (\$25.00) monthly instalments. Such deductions begin with the first pay following the probationary period expiration date and **shall** be continued until the full amount of initiation fees has been deducted. **The** employer also agrees to forward these amounts to the secretary-treasurer of the union to the same time as the regular monthly union dues.

Section 5: Special Dues or Arrears

The Union shall notify the employer in writing of any special union dues to be deducted from the pay of the employee or any arrears in regular, special or initiation fees payments, which may be owed by an employee. Upon such written notice, the employer agrees to deduct an amount equivalent to the monthly union dues as prescribed by the union and to forward such deductions at the same time as the regular monthly deductions. Such written arrears or special dues notice must stipulate the amount to be deducted from the paycheck.

Section 6: Information Accompanying Payment of Dues

Any money deducted from the employee's paycheck according to the terms of the above paragraphs must be forwarded to the secretary treasurer of the union before the tenth (10th) day of the following month; such payment must be accompanied by a list which details the name, address and social insurance number of the employees; besides the name of each employee the employer must inscribe the deducted amounts for the current month indicating distinctly and separately regular monthly deductions, initiations fees, arrears or special dues. If no deduction has been made for an employee, the employer must give their reasons why no such paycheck deduction has been made during the month in question. The list must also indicate each employee's status (regular, probationary, part-time, etc.).

Section 7:

The Employer agrees to add the name of every new employee as well as his/her hiring date on the monthly check-off list.

Section 8:

The employer shall indicate the amount of annual union dues deductions on employees' T4 according to this Article.

Section 9: Casual/Part-Time

The use of casual employees may be utilized provided it is agreed upon between the Company and the Union.

Section 10: Probationary Employees

A probationary employee shall work under the provisions of this Agreement but shall be employed only on a *sixty* (60) day trial basis during which period the employee may be terminated without further recourse; provided however, that the company may not terminate or discipline for the purpose of evading this

Agreement or discriminating against union members.

ARTICLE 3: SENIORITY

Section 1: Seniority Qualifications

- a) Seniority rights for all employees shall prevail. Seniority shall be broken only by discharge, if not reinstated through the grievance procedure, voluntary quit, or more than one (1) year layoff.
- b) The Company shall compile a seniority list from their regular payroll records. Employees shall be ranked by seniority according to their length of service with the Company.

This list shall be posted in a conspicuous place and shall be available to all employees.

Any employee who disagrees with the posted seniority list may file a grievance within ten (10) days of the date the information is available to him. Failure to do so will be deemed his grievance untimely.

Section 2: Layoff Procedure

- a) In the event of a layoff, the Company agrees to lay off the employees starting at the bottom of the affected seniority list.
- b) Employees may be recalled by phone. If the employee is not reached by phone, the Company shall notify the employee by registered mail and the employee shall notify the Company of intent to return to work within three (3) days following receipt of notice and must report within seven (7) calendar days unless otherwise agreed to by the parties, or he/she will be considered a voluntary quit.
- c) An employee's employment shall be terminated and he/she shall lose his/her seniority and his/her name shall be removed from the ~~seniority~~ list for any of the following reasons:
 - 1) if any employee voluntarily **quits**.
 - 2) if **any** employee is discharged **and** is not reinstated pursuant to the grievance procedure as provided in the present agreement.
 - 3) if an employee overstays a leave of absence granted by the employer **and** the union without securing an extension in writing and/or if he/she accepts employment other than **what** he/she declared and agreed upon when applying for such leave of absence.

- 4) if any employee is laid off and is not recalled for a maximum period of twelve (12) consecutive months.
- 5) if an employee is absent from work for more than three (3) consecutive days without an acceptable reason. In case of sickness or injury, the employee must supply a medical certificate upon request from the employer. The Employer will pay for all costs of the medical notes.

Section 3: Transferability

- a) When employees are laid off in one classification, they will be allowed to go to another classification at the bottom of the board provided:
 - 1) they are qualified to perform the work
 - 2) additional employees are needed in that respective classification.

These employees will be required to return to their original classification when recalled. Refusal to transfer at time of layoff shall fulfil the company's obligation and the employee will not again be offered the opportunity to transfer.

- b) Before hiring new employees in a particular classification, the company will offer these openings to employees in other classifications. Employees wishing to transfer must be qualified to meet the requirements of that new classification.

In all cases noted above, employees going from one classification to another will be placed on the bottom of the respective board, but will retain their company seniority date for fringe purposes.

ARTICLE 4: MAINTENANCE OF STANDARDS

The Company agrees that all existing conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the minimum standards in effect at the **time** of **the** signing of this Agreement. However, in the event certain situations occur that will adversely impact the Company operation those conditions will be presented to the Union. Adjustments that may be necessary to address the condition will be the proper subject matter for negotiations.

ARTICLE 5: STRIKE, LOCKOUT OR CLOSING

- a) During the term of this Agreement, there shall be no lockout by the Company, or any strike or work stoppage or suspension either complete or partial for any reason, by the employees.
- b) In the event an employee refuses to cross a picket line, it shall not be a violation of the agreement and it shall not be a cause for discharge or disciplinary action, providing the local union notifies the Company that a strike is in progress. However, if the picket line is at the employee's home terminal, he/she must either report for work or remove himself/herself completely from the area.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 1: Grievance Procedure

Disputes and grievances shall first be taken up by the employee involved and the Company. If no settlement is reached, they shall be submitted by the designated representative of the Union to the Company representative. Disputes and grievances shall be put in writing and presented to the company within one (1) week, whenever possible, after the grievance arises, but in no case later than thirty (30) days after the grievances arise. The Company must reply to the grievance in writing to the Union within fourteen (14) days. The Company must designate its representatives at each facility who are authorized to settle grievances on the local level. In the event that authorized representatives of the Company or the Union changes during the term of this Agreement, the Company shall notify the Union, or the Union shall notify the company, as the case may be, within one (1) week of such change. After the grievance is reduced to writing, the ~~said~~ Company representative will make available for inspection by the designated representative any and all relevant records ~~and~~/or documents necessary to settle such dispute(s) or grievance(s) before a formal request is made for such records. The dispute or grievance must be settled or deadlocked at the local level. Not later ~~than~~ thirty (30) days, either party has the right to submit the grievance to arbitration. Time limits as set forth in this section shall apply equally to the Company and the Union.

Section 2: Arbitration Selection and Hearing

ARBITRATION

- a) Before submitting the grievance to Arbitration and providing there is mutual consent, ~~the~~ grieving party may submit the dispute to the attention of a Joint Grievance Committee, established for this purpose by the Company and by the Local Union. The Joint

Grievance Committee will render a decision, unless it is deadlocked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions.

The Joint Grievance Committee shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions. It is understood that in the selection of the representatives, the Company must name a representative from another Company and the Union must name a representative from another Local Union. It is further agreed that in the event that any Joint Grievance Committee is unable to render a majority decision, the grieving party must, within fourteen (14) calendar days of the date the Joint Grievance Committee declares a deadlock, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in this Article.

- b) After notification, the arbitration hearing shall be held in a timely manner consistent with the schedule of the respective parties. The arbitration shall be held during the normal duty hours of the Company and all employee witnesses, and representatives, shall be permitted to attend without loss of leave or pay.
- c) The Union shall have the right to investigate **all** facts pertaining to the dispute. Both Parties shall be entitled to present such evidence and witnesses in support of their positions as they see fit. A decision by an arbitrator shall be final and binding on all parties, including the employee and/or employees affected.
- d) The Board of Arbitration shall not have the right to alter or change **any** provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator; however, shall have the power to vary or set aside any penalty, claim, or discipline imposed relating to the grievance then before him/her.
- e) The cost of the arbitration shall be shared equally by both the Union and the Company involved. The arbitrator shall be requested to render his/her decision in a timely manner, but not later than **sixty** (60) days following the date on which the hearing is declared closed.

ARTICLE 9: VACATIONS

Section 1:

- a) All employees who have worked less than one (1) year of continuous employment shall receive vacation pay in accordance with the regulations of the Canadian Labour Standards. All employees who have completed one (1) year of employment shall be entitled to the following:

Employees who have completed: one (1) year two (2) weeks at 4%

Employees who have completed: four (4) years three (3) weeks at 6%

Employees who have completed: ten (10) years four (4) weeks at 8%

Section 2:

The Company will have each employee come into the Manager's office and he must sign for his/her vacation in order of his/her seniority. The Vacation schedule will be posted one (1) month prior. An employee off sick or on leave of absence, or away for any other reason must notify his/her steward, and have him sign for his preference. It is understood that no more than two (2) men will be on vacation at any time in the same department, unless by mutual agreement between the Union and the Company.

The final vacation schedule shall be posted by the Company not later than April 1st of each year.

Summer vacation periods shall be May, June, July, August and September inclusive.

Employees who qualify for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer months.

It shall be compulsory for the employees to take their vacation between March 1st and the end of February, provided they have worked eighty percent (80%) of the normal work year.

Section 3:

For the purpose of determining the eligibility for vacation, it is agreed that time lost for cause of illness of the employee who remains on the regular payroll shall not be charged against the employee.

ARTICLE 10: HOLIDAYS

Section 1:

The following holidays will be observed:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Personal Day (employee must ask fifteen (15) days prior to taking it.)	
One (1) Additional Personal Paid Holiday in the last year of agreement.	

NOTE: If Civic Holiday or Christmas Eve becomes a designated Holiday for Freightliner, then it also becomes a holiday included in this Agreement.

Section 2:

All employees, except probationary employees, who are available for work preceding and following an observed holiday, shall be paid, eight (8) hours at the regular hourly rate while observing these holidays. If an employee is absent for not more than thirty (30) days due to proven illness or for a period not exceeding **six** (6) months due to an on-the-job injury, he/she is considered to be available for work.

If employees must work on any of these days, they shall receive their **normal** salary for holiday Pay in addition to the eight (8) hours holiday paid at the rate of time and one half (1%)

Section 3:

If an employee is laid off thirty (30) days or less before a holiday, said employee will be entitled to the holiday pay.

ARTICLE 11: UNION AND COMPANY CO-OPERATION

The Union and the company recognize the principle of a fair day's work for a **fair** day's pay; that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Company. The Company and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship

between the Union and the Company, to promote efficiency and service and set forth herein, the basic Agreement controlling rates of pay, hours of work, dispute procedures and conditions of employment.

The Company may establish reasonable work standards, which shall take into account all factors relating to the work assignment, trip, terminal and territorial operational conditions subject to agreement and approval with the Union. The Company reserves the right and power to hire all employees, to determine **all** qualifications, and to dismiss employees consistent with specific limitations set forth herein.

ARTICLE 12: NON-DISCRIMINATION

The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's age, race, colour, religion, sex or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee or employment opportunities because of age, race, colour, religion, sex or national origin.

Nothing contained in this Agreement shall be construed or applied to deny to **any** employee the employment opportunities set forth above.

ARTICLE 13: BEREAVEMENT PAY

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter, including foster parents and step-parents, father-in-law, mother-in-law, stepchildren, and foster children, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, brother-in-law, and sister-in-law. A regular employee shall be entitled to three **(3)** days pay, plus, if requested, another unpaid day.

To be eligible for funeral leave, the employee must **make** a bona fide effort to attend the funeral. Proof of attendance will be supplied to the Company on request.

Pay for compensable funeral leave shall be for eight **(8)** hours at the straight time hourly rate.

Bereavement leave is not compensable when the employee is on leave of absence, vacation, bona fide layoff, sick leave, holiday, worker's compensation, jury duty or would not have otherwise worked during such period.

All common law relationships in effect will apply according to Canadian Law on all of the above.

ARTICLE 14: JURY DUTY

It is the intent of this section to provide compensation for time lost from work because of jury duty, It is applicable only to regular seniority employees. The employee shall receive the difference between eight (8) hours regular pay and the total amount of money received from jury service.

Regular employees reporting for jury duty on a regularly scheduled work day and serving on a jury shall receive jury duty pay. Proof of service will be provided by the employee at the company's request.

ARTICLE 15: UTILIZATION

In order to properly utilize employees, the use of drivers into and out of terminals with drivers laid-off is a proper subject matter for negotiations between the Company and Union.

ARTICLE 16: UNION STEWARDS

Section 1:

The Company acknowledges the right of the Union to appoint one (1) steward for the highway drivers, one (1) steward for the yard department and if the operations are such as cannot be covered by these stewards, additional stewards may be elected.

Section 2:

The Union steward shall be responsible for the proceeding of grievances as provided in Article six (6) of this Agreement. Union Stewards may also discuss union membership with a new employee within sixty (60) calendar days following hiring of such employee. The steward's functions shall in no way enter into conflict with those of his/her employer and he/she shall be held responsible for the same quantity and quality of work than the other employees. If the Company has reason to believe that the Union duties of the Steward interfere with the quantity or quality of his work, the Company shall inform the Union representative and a meeting shall be held to discuss the steward's work.

Section 3:

The Union shall inform the Company in writing of the name of any Steward. The Company shall not be asked to recognize any steward until such notification from the Union has been received.

Section 4:

The Company shall advise the Union and the Union Steward, in writing, upon the suspension or discharge of the Steward, in such a way that the Union be informed before any such disciplinary measure or discharge becomes effective.

Section 5:

Regarding lay-offs and daily work assignments within a classification, ~~the~~ steward is recognized as the senior worker and shall be called first. Then ~~more than~~ one (1) union steward is nominated within the same classification; the most senior employee shall be given preference for the purpose of this section.

Section 6:

The Union steward shall be paid up to a maximum of fifteen (15) hours per month at his/her regular hourly rate for time spent in the settlement of grievances. A union steward paid at an hourly wage rate shall be paid for all hours spent proceeding grievances as well as hours spent for Union or Administrative meetings,

Section 7:

When a Union steward has valid reason to investigate time cards, trip sheets or work orders, tach cards, trip reports, dispatch sheets including electronic dispatch, such privilege shall be granted by the qualified personnel responsible ~~for~~ such registers.

Section 8:

The employer shall pay the union designated representatives, an equivalent of their daily guarantee for each day during which negotiations or conciliation meetings are held. However, this provision excludes any negotiation meetings held during a work stoppage strike, complete or partial suspension of work.

Section 9:

For the purpose of union training, the employer agrees to grant three (3) days with pay per calendar year to Union designated representatives. Such days will

Section 4: Medical Examinations

Any medical examination requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician, and the Union may, if in their opinion, they believe an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 5: Lodging

Employees while in the employ of the Company, required to sleep away from their home terminal shall be provided with sleeping accommodations, fully paid for by the Company, upon presentation of legitimate receipts. All past practices will prevail. The Company shall have the right to designate Hotels/Motels. The Union reserves the right to inspect and approve of the Company's designated Hotels/Motels. Room will be allocated to one (1)man per room.

Section 6: Brokers

Brokers will become members of the Union and will pay monthly dues, and all of the Collective Agreement applies except wages. If ratified, a separate addendum will be added to this Agreement to deal with the Broker wages and associated terms of employment.

Section 7:

Any medical examination required by the Company and/or Federal Legislation, Provincial Legislation or United States Legislation for the purpose of maintaining a drivers license shall be paid by the Company.

Section 8: Annual Job Bid

It **is** agreed between the Company and the Union that once each year **all** employees in the Shop and Driving Department may bid to transfer to **other** departments, providing they have the necessary qualifications and seniority.

The bid shall be held annually in the month of March and will be posted for seven (7)days commencing with the first (1st) MONDAY of that month. The bid will show the number of departmental openings, and shift starting **times**. Departmental openings must include the following classifications: Drivers, Yardmen, Releasing and Shop. Each employee will be brought into the office in order of his seniority to sign the bid, at which time he must indicate his preference. The transfer of employees will be effective on the first **MONDAY** of the month of **APRIL**. The results of the job bid will be posted for at least seven (7)days prior to the annual change and the Local Union area office will be given

copies when completed. The appropriate Shop Steward will have the authority to sign on behalf of any employee who is absent at the time of the Annual Job Bid due to sickness, injury, leave of absence or vacation.

An employee bumped out of a Department as a result of a Bid will move to whatever department his seniority and qualifications entitle him/her to.

Section 9: Miscellaneous

The Company agrees to pay to each employee, One Hundred Dollars (\$100.00) per year in 2003, and One Hundred and Five Dollars (\$105.00) in 2004, One Hundred and Ten Dollars (\$110.00) in 2005, and One Hundred and Twenty Dollars (\$120.00) in 2006, for safety shoes and clothing allowance.

ARTICLE 19: TERM OF AGREEMENT

Section 1:

This Agreement shall be in full force and effect from the date of signature to November 1, 2007 and shall remain in full force and effect from year to year thereafter unless written notice to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2:

Where no such cancellation notice is served and the parties wish to pursue the agreement but also wish to negotiate changes or revisions of the Agreement, either party may serve upon the other a notice at least **sixty** (60) days prior to the expiration date of intent to renew this Agreement ~~with~~ changes and amendments. This Agreement shall bind the following parties, their heirs, administrators and stockholders.

Section 3:

Revisions agreed upon or ordered shall be effective upon execution by the parties. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 4:

During negotiations for renewal, the present Collective Agreement shall remain in full force until the new Collective Agreement has been signed.

APPENDIX "A"

WORK RULES AND REGULATIONS

1. ACCIDENTS:

- A) Major chargeable accidents after full investigation
Subject to Discharge
- B) Minor chargeable accidents after full investigation
 - 1st Offense - Reprimand
 - 2nd Offense - 3 days layoff
 - 3rd Offense - 1 week layoff
 - 4th Offense - subject to discharge.
- C) Failure to report all accidents promptly and personal injury or major accidents at time of accidents or at first available opportunity
Subject to discharge
- D) Failure to report employee personal on-the-job injuries promptly
 - 1st Offense - Reprimand
 - 2nd Offense - 3 day layoff
 - 3rd Offense - 1 week layoff
 - 4th Offense - subject to discharge

2. ATTENDANCE:

- A) Absent for three (3) successive working days without notification. Holidays, Saturdays and Sundays shall be included only when a regular dispatch is posted. (This rule shall not apply to recall from bona fide layoff).
Subject to discharge.
- B) Failure to notify his/her Employer not less than two (2) hours before his regular shift and one (1) hour before show-up and/or dispatch time when unable to report for duty. (This rule contemplates the Employer having personnel on duty to accept calls.)
1st Offense - Reprimand

be granted only upon request by the Union Business Agent or President.

Section 10:

The Company agrees to grant an employee an indefinite leave of absence in order to work for the local union, while retaining and accumulating seniority within the Company. Such leave of absence may be revoked upon a seventy-two hour (72) notice by the employee.

ARTICLE 17: BULLETIN BOARDS

The Company agrees to permit posting of any notices of Union meetings or Union bulletins of functions on a Bulletin Board conspicuously placed and provided for that purpose. The Company shall have the right to approve all notices before posting, except those dealing solely with Union meetings.

ARTICLE 18: GENERAL

Section 1:

An employee will not be discharge due to the loss of his driver's license. The Union and the Company will meet to discuss movement to alternative work, if available, but no other employee will be laid off due to such move and the employee moving will be placed at the bottom of the seniority list for **work** preference and layoff. If the employee regains his license he will revert to his former position.

Section 2: Work Schedule (Yard/Shop)

- a) The normal work week will be eight (8) hours per day; Monday through Friday. Any deviation to this will be posted.
- b) Per mutual agreement it is permissible to have a one half (½) hour lunch break and two (2) fifteen (15) minute breaks if it does not create a problem serving our customer or violate any law.

Section 3: Dispatch Procedure

The Company shall offer all available **trips** in order to give the driver's preference in accordance with seniority at the time of dispatch in the terminal provided the driver **has** enough hours to delivery without undo delay. All dispatches will be time stamped when dispatched.

- 2nd Offense - 24 hour layoff
- 3rd Offense - 3 day layoff
- 4th Offense - 1 week layoff
- 5th Offense - subject to discharge

C) Excessive absenteeism where notice is given (after meeting with employee.)

- 1st Offense - Reprimand
- 2nd Offense - 1 week layoff
- 3rd Offense - subject to discharge

D) Excessive tardiness where notice is given (after meeting with employee)

- 1st Offense - Reprimand
- 2nd Offense - 1 week layoff
- 3rd Offense - subject to discharge

3. CONDUCT:

A) Unquestionable evidence of possession and/or consuming some of and/or having consumed intoxicating beverages, taking narcotics, amphetamines, barbiturates, marijuana, hallucinogens or other controlled substances as defined by state or federal law on duty or on company property or equipment, and/or the failure to submit to a sobriety test or a test to determine drug usage upon request if the employee appears to be under such influence.

Subject to Discharge

B) Drinking or taking narcotics, amphetamines, barbiturates, marijuana, hallucinogens or other controlled substances as defined by Provincial or Federal Law prior to reporting for duty where employee's condition is such that it will affect the proper performance of his duties.

- 1st Offense - 24 hour layoff
- 2nd Offense - 3 day layoff
- 3rd Offense - subject to discharge

1. Refusal to take the 24 hour layoff under 3 (b)
Subject employee to submit to a sobriety test and/or test to determine drug usage.

2. Refusal to take test under Rule 3 (b) (1).
Subject to discharge
 3. Failure to pass test under Rule 3 (b) (1)
Subject to discharge
- C) Discourtesy to Customers
- 1st Offense - Reprimand
2nd Offense - 3 day layoff
3rd Offense - Subject to discharge
- D) Failure to maintain a reasonably neat appearance
- 1st Offense - Reprimand
2nd Offense - Reprimand
3rd Offense - 3 day layoff
4th Offense - 1 week layoff
Subsequent Offenses - subject to discharge
- E) Flagrant disobeying of orders
- 1st Offense - Reprimand
2nd Offense - 1 day layoff
3rd Offense - Subject to discharge
- F) Participating in, instigating and/or perpetuating an unauthorized work stoppage, walkout or slow down
- Subject to Discharge
- G) Proven sabotage and/or vandalism to company equipment or property and shippers' vehicles.
- Subject to Discharge

4. DAMAGES:

- A) Failure to properly inspect and note cargo damages or defects prior to loading.
- 1st Offense - Reprimand
2nd Offense - Reprimand
3rd Offense - 1 day layoff
4th Offense - 3 day layoff
5th Offense - Subject to discharge

B) Failure to properly describe damage or defects noted on delivery receipt by consignee

1st Offense - Reprimand

2nd Offense - Reprimand

3rd Offense - 1 day layoff

4th Offense - 3 day layoff

Subsequent Offenses - 1 week off

C) Minor cargo damage resulting from proven careless handling or neglect

1st Offense - Reprimand

2nd Offense - Reprimand

3rd Offense - 1 day layoff

4th Offense - 3 day layoff

5th Offense - Subject to discharge

D) Major cargo damage resulting from proven careless handling or neglect

1st Offense - Reprimand

2nd Offense - Reprimand

3rd Offense - 1 day layoff

4th Offense - 3 day layoff

5th Offense - Subject to discharge

E) Failure to report all known major cargo damages promptly

1st Offense - Reprimand

2nd Offense - 24 hour layoff

3rd Offense - Subject to discharge

5. DRIVING SCHEDULES:

A) Failure to complete trip in scheduled running time without satisfactory explanation

1st Offense - Reprimand

2nd Offense - 24 hour layoff

3rd Offense - 3 day layoff

4th Offense - Subject to discharge

- B) Delaying of load or equipment without satisfactory explanation
 - 1st Offense - Reprimand
 - 2nd Offense - 3 day layoff
 - 3rd Offense - Subject to discharge

- C) Failure to follow highway routings or special routings designated by dispatcher or on freight bills
 - 1st Offense - Reprimand
 - 2nd Offense - 3 day layoff
 - 3rd Offense - Subject to discharge

6. EQUIPMENT

- A) Failure to report mechanically defective condition of equipment
 - 1st Offense - Reprimand
 - Subsequent Offenses - 3 day layoff

- B) Unauthorized use of motor vehicles
 - Subject to Discharge

- C) Owner-operator's failure to have units properly fitted with state, federal or company required safety equipment
 - 1st Offense - 3 day layoff
 - 2nd Offense - 1 week layoff
 - 3rd Offense - Subject to discharge

- D) Failure to report breakdowns or **other** delays promptly
 - 1st Offense - Reprimand
 - 2nd Offense - 3 day layoff
 - 3rd Offense - 1 week layoff
 - 4th Offense - Subject to Discharge

- E) Failure to properly cover and/or protect load
 - 1st Offense - Reprimand
 - 2nd Offense - 3 day layoff
 - 3rd Offense - 1 week layoff
 - 4th Offense - Subject to discharge

F) Failure to keep loading skids, ramps and towing equipment securely fastened at all times

1st Offense - Reprimand

2nd Offense - 24 hour layoff

3rd Offense - 1 week layoff

4th Offense - Subject to discharge

G) Failure to follow the factory and/or company prescribed methods of loading, unloading and tying down automobiles

1st Offense - Reprimand

2nd Offense - 3 day layoff

Subsequent Offenses - Subject to week off

H) Proof of tampering with governor, baffle plate, tachograph or other similar devices or evidence of having tampered with same

Subject to discharge

I) Proven abuse of and/or excessive and unnecessary cost of operation of company equipment by improper or negligent operation

1st Offense - joint meeting with union reprimand

2nd Offense - 3 day layoff

3rd Offense - 1 week layoff

4th Offense - Subject to discharge

7. REPORTS:

A) Failure to properly make out reports and trip sheets, also failure to have consignee sign delivery receipts and/or freight bills.

1st Offense - Reprimand

2nd Offense - 24 hour layoff

3rd Offense - 3 day layoff

Subsequent Offenses - Subject to discharge

B) Failure to register in and out of terminals and/or established check-in stations

1st Offense - Reprimand

2nd Offense - 3 day layoff

3rd Offense - Subject to discharge

8. MISCELLANEOUS

- A) Unauthorized carrying of passengers
Subject to discharge
- B) Failure to meet all requirements of local, provincial, and federal laws while on duty.
Reprimands to layoffs and discharge in aggravated cases.
- C) Making purchases of gasoline, oil, etc., at unauthorized **station** and/or unauthorized purchases other than emergencies
1st Offense - Reprimand
2nd Offense - 3 day layoff
3rd Offense - Subject to discharge
- D) Owner-operator charging any purchases and/or repair bills to the Employer without authorization
1st Offense - Reprimand
2nd Offense - 1 week layoff
3rd Offense - Cancellation of lease agreement and discharge
- E) Failure to check properly and accurately serial numbers, etc., of automobiles, which result in the forwarding of the wrong automobiles.
1st Offense - Reprimand
2nd Offense - 1 week layoff
3rd Offense - Subject to discharge
- F) Inferior quality of work of garage, yard **an/or** rail employees
1st Offense - Joint meeting Company, Local Union and employee
2nd Offense - Reprimand
3rd Offense - 3 day layoff
4th Offense - 1 week layoff
5th Offense - Subject to discharge
- G) Physical assault on Employer, customer or shippers' representatives or other employees while on **duty** or on company property
Subject to discharge

H) Penalty for three minor offenses in a sixty (60)day period

3 minor - 3 day layoff

4 minor - 1 week layoff

5 minor - Subject to discharge

9. DISCHARGE FOR DISHONESTY SHALL INCLUDE THEFT OF SHIPPERS' PROPERTY

Minor offenses against any employee's record which have not been used or merged into a major penalty that are over ~~six~~ (6)months old shall be cancelled, except for special garnishment rule (see Note 2)

When the Employer agrees to retract a warning letter, reprimand, or suspension, a letter of retraction will be provided to the employee, with a copy to the Local Union.

Except in connection with alcohol or drug related incidents, in the event an employee is issued a letter of pending investigation the employee will not be taken out of service during the period of investigation. The period of investigation shall not exceed forty (40) consecutive days from the date of issuance of the letter. Failure of the Employer to take disciplinary action within this time period will result in the letter of investigation being considered null and void.

Major offenses **against** any employee's record that are over six (6) months old shall be cancelled.

Note 1 - A minor offense is defined as one for which the penalty is a reprimand.

A major offense is defined as one for which the penalty is disciplinary time off

A notice, in writing, with a copy to the Local Union at the same time, must be given for infractions of any rules or regulations. **Any** reprimand or letter of intent must be issued within ten (10) days of the employer's knowledge of the occurrence.

Discharge must be by proper written notice, either in person or by certified mail to employee with a copy to the Local Union.

Present company rules previously approved by the Union affected, not herein changed or modified, shall remain in full force and effect.

Note 2 - Where Rule 8 (h) is invoked by an Employer, the three (3) warning notices accumulated cannot be used under any other rule.

4. YARD/SHOP - HOURLY RATE

Overtime pay at the rate of 1½ times the regular rate of pay for all hours worked in excess of eight in any day or forty hours in any week, or Saturday. Time worked on Sunday shall be paid at 2 times the regular rate of pay.

5. DELAY TIME/DRIVERS

a) Delay time will be paid at the rate of:

Oct 1/04	Oct 1/05	Oct 1/06
\$16.50/hr	\$17.00/hr	\$17.50/hr

b) Delay time will begin one half (½) hour after the company has been properly notified

c) Delay time will be paid at the rate for the life of this Agreement unless the Company is being reimbursed by Freightliner. In such cases, the rate will be the applicable rate as noted in Item three (3) above.

d) When a driver is delayed through no fault of his own and that delay results in missing a ferry, the driver will be compensated delay time until the next ferry, or the remaining driving time, whichever comes first.

6. SHUTTLE RATES

June, 2003

	Single	2 Way	3 Way
15 to 50 miles	\$19.80	\$ 44.00	\$57.20
51 to 75 miles	38.50	62.70	75.90
76 to 86 miles	44.00	68.20	81.40
87 to 97 miles	60.50	84.70	97.90
98 to 112 miles	71.50	95.70	108.90
113 to 145 miles	91.00	115.20	128.40
146 to 157 miles	113.00	137.20	150.40
158 to 172 miles	124.00	148.20	161.40

APPENDIX "B"

WAGES

\$750.00 after tax bonus payable at ratification.

\$750.00 after tax bonus on October 1, 2003.

DRIVEAWAY

1. MILEAGE RATE

	Oct 1/04	Oct 1/05	Oct 1/06
Single	\$.4000¢	\$.4100¢	\$.4200¢
2-Way	\$.4050¢	\$.4150¢	\$.4250¢
3-Way	\$.4100¢	\$.4200¢	\$.4300¢
4-way	\$.4150¢	\$.4250¢	\$.4350¢

Company and Canadian/USA **DOT** requirements regarding pretrip and **trip** inspection are included in the mileage rates.

U.S. loads will be paid at mileage rates plus 0.02¢ per mile.

2. UNDECKING RATES

	Oct 1/04	Oct 1/05	Oct 1/06
2-Way	\$24.51	\$25.43	\$26.07
3-Way	\$38.33	\$39.29	\$40.27
4-Way	\$49.61	\$50.85	\$52.12

These rates include connecting, disconnecting, cylinders, pipes, valves, adjustments, seats, axles, separating, etc. and all operations related to unloading including preparing the deck to load return trip cargo.

3. EMPLOYEES PAID AT HOURLY RATE

Oct 1/04	Oct 1/05	Oct 1/06
\$20.00/hr	\$20.50/hr	\$21.00/hr

October 1, 2004

	Single	2 Way	3 Way
15 to 50 miles	\$20.30	\$ 45.10	\$58.63
51 to 75 miles	39.46	64.27	77.80
76 to 86 miles	45.10	69.91	83.44
87 to 97 miles	62.01	86.82	100.35
98 to 112 miles	73.29	98.09	111.63
113 to 145 miles	93.28	118.08	131.61
146 to 157 miles	115.83	140.63	154.16
158 to 172 miles	127.10	151.91	165.44

October 1, 2005

	Single	2 Way	3 Way
15 to 50 miles	\$20.81	\$ 46.23	\$ 60.10
51 to 75 miles	40.45	65.88	79.75
76 to 86 miles	46.23	71.66	85.53
87 to 97 miles	63.56	88.99	102.86
98 to 112 miles	75.12	100.54	114.42'
113 to 145 miles	95.61	121.03	134.90
146 to 157 miles	117.88	143.50	158.01
158 to 172 miles	130.28	155.71	169.58

October 1, 2006

	Single	2 Way	3 Way
15 to 50 miles	\$21.33	\$ 47.39	\$ 61.60
51 to 75 miles	41.46	67.53	81.74
76 to 86 miles	47.39	73.45	87.67
87 to 97 miles	65.15	91.22	105.43
98 to 112 miles	77.00	103.05	117.28
113 to 145 miles	98.00	124.06	138.27
146 to 157 miles	120.83	147.09	161.96
158 to 172 miles	133.54	159.60	173.82

APPENDIX "C"

PENSION PLAN

The Company agrees to pay the following amounts into a designated plan for each employee each year.

1 st year	\$ 1,520.00
2 nd year	\$ 1,645.00
3 rd year	\$ 1,775.00
4 th year	\$ 1,910.00

HEALTH & WELFARE

The Company shall contribute on behalf of each eligible employee covered by this Agreement to the Teamsters Union Local 880 Health and Welfare plan the following amounts:

\$240.00 per man per month for the first two (2) years.

After two (2) years, any M.T.I.R.B. negotiated increase will apply.

To be eligible for payment, an employee must have completed *sixty* (60) days of employment and have reported for work at any time in the month. The premium shall be paid on or before the fifteenth (15th) day of the month following.

LETTER OF UNDERSTANDING

BETWEEN

TEAMSTERS LOCAL 880

AND

ACTIVE CANADA INC. (ST. THOMAS)

If during the course of future negotiations, the parties are deadlocked over proposed items, **and** have exhausted the conciliation and mediation process, through **mutual** agreement, the parties may submit **all** outstanding issues to a board of arbitration for final settlement.

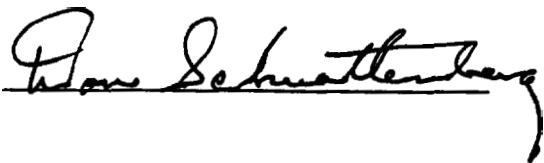
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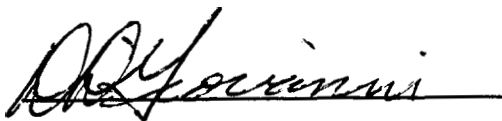
LETTER OF UNDERSTANDING
BETWEEN
TEAMSTERS LOCAL 880
AND
ACTIVE CANADA INC. (ST. THOMAS)

Whereas the parties agree that in the event Kenworth re-opens in Montreal, Quebec, it is agreed between the Company and the Union that all drivers working out of St. Thomas, Ontario, but are living in Montreal, Quebec will be allowed a one-time opportunity to transfer from St. Thomas to Montreal Terminal with seniority rights.

For the Company:
ACTIVE CANADA INC.
(ST. THOMAS)

For the Union:
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
UNION LOCAL 880





IMPORTANT NOTE:

If you leave the employ of the Company, contact your Local Union wither in person, or by mail, for a WITHDRAWAL CARD. OBTAINNING A WITHDRAWAL CARD IS THE SOLE RESPONSIBILITY OF THE MEMBER

WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL.

WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT.

KNOW YOUR AGREEMENT: MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.

A L W A Y S

1. ATTEND YOUR UNION MEETINGS.
2. **Help** new employees become acquainted with the agreement.
3. If you leave the employ of the Company, contact your Local Union office for a **withdrawal card**.

"BE A GOOD UNION MEMBER"

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