COLLECTIVE AGREEMENT

Between

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN

AND HELPERS UNION LOCAL NO. 880

and

NEXUS TRANSPORTATION

EXPIRY DATE: DECEMBER 31, 2000

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COLLECTIVE AGREEMENT

ENTERED INTO THIS _____ DAY OF _____, 2000

BETWEEN:

NEXUS TRANSPORTATION LTD.
(hereinafter referred to as the "EMPLOYER")

- and -

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 880
(hereinafter referred to as the "Union")

ARTICLE 1: RECOGNITION

1.1 The Employer recognizes the Union as the exclusive Bargaining Agent for all its employees employed as drivers, including Owner-Drivers, Brokers and Broker Drivers when operating under the Employer's Company name and/or licenses shall be deemed to be employees of the Company and come under the terms of this Agreement. The scope of this Agreement shall be the Counties of Essex and Kent.

1.2 The Employer 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 Employer, to promote efficiency and service, and, to set forth herein, the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment.

ARTICLE 2: MANAGEMENT FUNCTIONS

2.1 The Union acknowledges that it is the exclusive function of the Employer, to decide the work to be performed and to maintain order, discipline and efficiency, and to hire, discharge suspend, transfer, promote, demote or otherwise discipline employees, for proper cause.

2.2 The Union further agrees that there will be no Union activities, wheresoever, during working hours, except, that which is necessary in connection with the enforcement of this Agreement.

ARTICLE 3: UNION SECURITY & CHECKOFF

3.1 The Employer agrees to deduct from each employee, each month, Union dues, such amount as may from time to time be determined by the By-laws of the Local Union, and, also, initiation fees, and re-initiation fees and arrears, if required, and to remit the monies so deducted to the head Office of the Local Union no later than the tenth (10th) day of the month next following that in which such monies were deducted.

3.2 It is understood and agreed, that, as a condition of continued employment, all Drivers, including Owner-Drivers, will become and remain members of the local Union in good standing. A Driver that is not in good standing with the Union will be removed from the job by the Employer upon written or oral notification thereof, to the Employer by the Local Union.

3.3 It is understood and agreed that all drivers, hired and including students, will pay union dues as per section 3.1 when working anytime in the month.

3.4 New drivers immediately upon being hired, will make application for membership into Teamsters, Chauffeurs, Warehousemen and Helpers Union Local 880.

3.5 After completing ninety (90) calendar days of employment, and, if the Employer is desirous of retaining such new driver in the work force, the Employer agrees to deduct the amount of the initiation fee in full, from the drivers' pay, and remit such money so deducted to the head Office of the Local Union within forty-eight (48) hours from the time the deduction was made. Failing this, the Employer shall discharge said employee.

3.6 In the event the Employer fails to comply with the terms spelled out in Article 3, sections 1 to 6 of this Agreement, upon signing the Employer agrees to accept sole responsibility and liability for not remitting the monies that the Local Union is entitled to, and further agrees to pay to the Local Union all monies owing retro to the date of any and all violations made by the Employer through the life of this Agreement, to the Local Union upon demand by the Local Union through the grievance Procedure. It shall be further agreed by both parties, the Union and the Employer that there shall be no time limits on a grievance dealing with any violation of the employee concerning Article 3 - Union Security & Check-off, in all of this Agreement.

ARTICLE 4: F'

4.1 Seniority shall be "Terminal Wide" and include all persons working at the Terminal, and on the Terminal Payroll.

4.2 The purpose of seniority is to provide a policy governing work preference, layoff and recalls:

(a) In the event of layoff, the Company shall consider:

(i) The seniority of the employees,

(ii) The qualifications of employees where the qualifications are relatively equal, the employees' seniority shall be the determining factor.

4.3 Seniority lists containing the name and starting date of all employees will be prepared and posted in the Terminal every three (3) months on the Bulletin Board with sufficient copies €or Stewards and Business Representatives. A Seniority list containing the names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually, during the month of September each year.

4.4 Employees shall be considered as probationary until placed on the Seniority list. Once an employee has exceeded nine (9) hours in any one (1) week, such employee shall work under the provisions of this agreement and shall be employed on a probationary basis for sixty (60) calendar days, during which period, he may be discharged or disciplined without recourse to the grievance procedure. The Employer may not discharge such employee for the purpose of forcing an additional probationary period. Upon completion of the sixtieth (60th) calendar day, the employee shall either be discharged, or placed on the regular Seniority list as of the date of commencement of his probationary period.

4.5 Employees promoted to Supervisory positions, or positions not-subject to the Agreement will retain their Seniority after promotion for a twelve (12) month period only.

If demoted for any reason, or, if they voluntarily request re-instatement to their former position, the time served in the Supervisory position shall be included in their Seniority rating. Such employee shall forfeit any and all recourse to the grievance procedure as outlined in the Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This article to be applied only once for an employee during the term of this Agreement.

4.6 An employee's employment shall be terminated for any of the following reasons:

(1) If an employee voluntarily quits

(2) If an employee is discharged and is not re-instated pursuant to the grievance procedure as provided in this contract

(3) If an employee has been laid-off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be

contacted, or is employed elsewhere, then the Company will notify the employee by Registered mail to his last known address to return to work, and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty

(4) If he takes employment other than that declared and agreed upon when applying €or leave of absence

(5) If an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days

(6) If an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive months

4.7 Leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days, will not be granted until a request €or same is submitted in writing to both the Local Union and the Company and is mutually agreed upon.

4.8 Absence due to bona fide illness or injury shall not be cause for discharge, or loss of seniority, providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work.

ARTICLE 5: JOB BID

5.1 When an opening occurs in any classification coming within the scope of this Agreement, the opening will be posted on the Bulletin Board for seventy-two (72) hours (Saturdays, Sundays and Statutory Holidays excluded), and, then the senior qualified employee in any classification will have the first opportunity of bidding on such opening. The employee making the transfer under the conditions

outlined above, will be placed in the new classification. However, should there be an annual job bid, the time to be mutually agreed by the Company and the Union, and shall, be consistent with the initial job bid.

ARTICLE 6: NO STRIKES - NO LOCKOUTS

6.1 As long as this Agreement continues to operate, no Employee bound by this Agreement shall strike and no Employer bound by this Agreement shall lockout such employees.

6.2 Refusal by an Employee bound by this Agreement to cross a picket line when directed by the Employer, shall not be cause for dismissal or any charges of discipline.-

ARTICLE 7: HOURS OF WORK

7.1 (A) The standard workweek for hourly rated employees will be forty-five (45) hours per week and nine (9) hours per day.

(B) The call-in guarantee for hourly rated employees shall be six (6) hours.

(C) It is furthermore mutually agreed that any hourly rated employee performing work on Saturday or Sunday will receive a guarantee of four (4) hours work.

(D) Overtime rates at time and one-half (1-1/2) of the normal rate of pay will be paid for all hours in excess of nine (9) hours in any one day or forty-five (45) hours in any one week.

(E) Any work performed on Saturday or Sunday will be paid at time and one-half (1-1/2) their normal rate of pay.

(F) All hourly rated employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay, in the first half shift, and a coffee break not in excess of fifteen (15) minutes without loss of pay, in the second half shift.

ARTICLE 8: GENERAL HOLIDAYS

8.1 The following will be the Holidays observed:

NEW YEARS DAY	GOOD FRIDAY	VICTORIA DAY
DOMINION DAY	CIVIC HOLIDAY	LABOUR DAY
THANKSGIVING DAY	CHRISTMAS DAY	BOXING DAY

TWO (2) COMPANY PAID HOLIDAYS

A) Seniority employees with one (1) year seniority or more will be entitled to two (2) company paid holidays to be taken during the week between Christmas and New Years. The time off will be allocated by seniority.

B) Seniority employees with less than one (1) year's seniority will be entitled to one (1) Company paid holiday after six (6) months employment.

8.2 When one of the observed general holidays falls on a Saturday or Sunday, the day proclaimed by the Federal or Provincial governments shall be day observed. If no other day is proclaimed, the employees shall be paid in general holiday pay in accordance with the conditions outlined below.

8.3 All hourly rated employees shall be paid nine (9) hours pay at their appropriate hourly rate for the above-mentioned holiday, providing:

8.3 (A) They have been in the employment of the Company for sixty (60) calendar days.

(B) They have not been laid off for a period longer than thirty (30) calendar days prior to the Holiday.

(C) They have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the Holiday.

(D) Senior employees shall be given the first opportunity to work on General holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

8.4 General holidays for day shift operations shall be the day proclaimed. Personnel required to work on the general holiday shall be paid time and one-half (1-1/2) their normal rate of pay in addition to the General holiday pay. This rate shall apply to the entire call-in guarantee, plus any time worked over and above the guarantee.

8.5 Any of the General holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.

8.6 For the Calendar year 1994, if any employee books a pre-paid holiday day off and is paid before his new agreement is in place, the number of pre-paid holiday days paid will be deducted from the Company paid Holidays in Article 8.1 (A).

ARTICLE 9: VACATIONS

9.1 All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Standards Code, and will be calculated from July 1 to June 30.

9.2 Employees with one (1) year of employment shall receive two (2) weeks vacation with vacation pay computed at four per cent (4%) of the employee's gross annual earnings for the previous year.

9.3 Employees with five (5) years of employment shall receive three (3) weeks vacation with vacation pay computed at six per cent (6%) of the employee's gross annual earnings for the previous year.

9.4 Employees with ten (10) years of employment shall receive four (4) weeks vacation with vacation pay computed at eight percent (8%) of the employee's gross annual earnings for the previous year.

9.5 Employees with Twenty (20) years of employment shall receive five (5) weeks vacation with vacation pay computed at ten percent (10%) of the employee's gross annual earnings for the previous year.

9.6 The choice of vacation periods shall be by seniority.

9.7 The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation.

9.8 The final vacation schedule shall be posted by the Company not later than April 1 of each year. Employees while on vacation cannot be called into work.

9.9 Employees will be paid vacation pay weekly.

ARTICLE 10: LAY-OFF & PAYMENT OF WAGES

10.1 Wages shall be paid weekly prior to 12:00 noon on or before Friday of each pay period and the following conditions shall apply:

(A) Cheques will be paid in Canadian funds.

(B) The employee's cash pay slip, or, cheque stub, shall indicate the name of the Employer, and all details of wage payments, in writing, setting forth the period of time and the number of hours worked, separating straight time from overtime hours, the rates of wages as paid for the hours worked, the amount of vacation with pay for this period, the amount of each allowance or deduction and the purpose for which each allowance is made, the net amount of money being paid to the employee, pursuant to the Employment Standards Act of Ontario, and as amended.

Copies of trip sheets to be attached with pay cheque weekly. The Company will upon request of the employee provide an up to date statement of wage earnings for the period between June 30th and July 1st.

(C) If any one or more of the above requirements or parts thereof of this Article are violated, it shall be the privilege of the Local Union to immediately withdraw the right of the offending Employer's privilege to pay by cheque.

10.2 When an employee is laid-off, his wages shall be paid the next pay day, and, at the same time he shall receive his Unemployment Separation Certificate, and his vacation pay and *Form* 104, and 104M, O.H.I.P. Certification of payment, when available. Should the Employer fail to comply with this provision, and the employee be required to wait before receiving his wages, aforesaid separation certificate, forms, he shall be paid for all waiting time at the current rate of wages applicable to regular working hours, until he is actually in receipt of such wages, separation certificate and forms.

10.3 When an employee quits, he will be paid on the next regular pay day, in full, at which time his Unemployment Separation Certificate, Vacation Pay, and Forms 104 and 104M, O.H.I.P. Certificate of payment, when available. *An* Employer who fails to comply with this provision shall pay such employee for all waiting time at the current rate of wages applicable to regular working hours, until he is actually **in** receipt of such wages, separation certificate and forms.

10.4 The Employer will make its best efforts **to** advise employees as far in advance as possible of their work schedule.

10.5 In the event of shortage of pay, such shortage to be paid in full no later than the next regular payday.

ARTICLE 11: GRIEVANCE PROCEDURE

11.1 Any employee having a grievance shall submit the same in writing, either by himself or through the Business Representative of the Local Union.

11.2 Where a difference arises between the parties hereto, or members of the parties hereto, or, between any persons upon whom this Agreement is binding, relating to the interpretation or administration of this Agreement, including any question as to whether the matter is arbitrable, or, where an allegation is made that this Agreement has been violated, the difference shall be deemed to be a policy grievance which the aggrieved party shall be entitled to submit in writing to the other party.

11.3 If the Employer concerned, and the Business Representative of the Local Union are unable to settle the grievance, whether of an individual or a policy grievance, within forty-eight (48) hours after the same had been lodged, or, within such further period as may be agreed upon, either party dissatisfied with such negotiations may notify the other party in writing, of its desire to submit the grievance, difference or allegation to arbitration, and such notice shall contain the name of the first party's appointee to the Board of Arbitration. Such notice shall be given not later than seven (7) days after the conclusion of the negotiations provided for herein. The recipient of the notice shall, within seven (7) days, advise the other party of the name of its appointee to the Board of Arbitration, and the two (2) appointees so selected, shall within seven (7) days of the appointment of the second of them, appoint a third person who shall be the Chairman.

11.4 If the recipient of the notice fails to appoint an Arbitrator, or, if the two appointees fail to agree upon the Chairman within the time limited, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board so constituted

shall herein determine the grievance, difference or allegation, and shall issue a decision and the decision shall be final and binding upon the parties, and upon any employee affected by it.

The decision of the majority shall be the decision of the Arbitration Board, if there is no majority, the decision of the Chairman shall govern. The Arbitration Board shall have the authority to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

11.5 TIME LIMITS - There shall be no time limits on any grievance dealing with a violation of provisions spelled out in Article 3, section 1 to 6, in all, or Article 18 - Health and Welfare, in all.

11.6 No other grievances whether individual or policy, shall be considered unless the same is submitted in writing as herein provided within seven (7) days after the alleged circumstances giving rise to the same occurred.

ARTICLE 12: BREAKDOWN AND SERVICING EQUIPMENT

12.1 In the event of a breakdown, drivers operating equipment or servicing equipment shall be paid at the regular classification per hour.

ARTICLE 13: LEASING OR HIRED EQUIPMENT

13.1 One Hundred Per Cent (100%) of the employees on the regular seniority list shall not be laid-off, or, affected in any way due to the Company hiring outside equipment, leasing equipment, or hiring sub-contractors; consistent with equipment operated by employees under this Agreement,

ARTICLE 14: BULLETIN BOARD

14.1 A Bulletin Board shall be provided by the Employer for the use of the Local Union for posting notices. All such notices shall have the prior approval of the said Employer.

ARTICLE 15: WAGE RATES

15.1 A) Wage rates shall be as follows:

Effective January 1, 2000.....$15.70

B) Mileage Rates (for trips over 100 miles)

Effective January 1, 2000.....$0.35¢

Driver shall be paid fifteen minutes for initial hook up and paperwork, and twenty minutes for final drop and paperwork. Hourly rate to be paid €or loading, unloading and unavoidable delays. Highway overtime in excess of ten (10) hours excluding unpaid times (lunch breaks etc.) will be paid at half time (1/2)

Effective January 1, 2000.....$7.85/hr

Probationary Employees shall receive $1.00 an hour less the applicable hourly rate during probationary period.

15.2 In addition to the above rates, the Employer agrees to supply fringe benefits spelled out throughout this Agreement to each employee.

ARTICLE 16: STEWARDS

16.1 The Employer recognizes the right of the Union to appoint one (1) Steward. If the operations are such as cannot be covered by one (1) Steward, additional Stewards may be appointed.

16.2 The appointed Steward(s) shall be allowed reasonable time to perform their duties as Steward, and will be required to perform his normal days' work.

16.3 Prior to any discharge of a Steward, the Employer will notify the Union in writing.

16.4 For the purpose of lay off and day to day work preference, the Steward shall maintain "second man" status on the seniority list.

ARTICLE 17: SUB-LETTING OF WORK

17.1 In the event the work commitments of the Employer necessitates the hiring of additional equipment to meet their requirements, the Employer hereby agrees to only sub-let to those Employers who are signatory to a Collective Agreement with Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local No. 880.

Furthermore, the Employer agrees that if any additional outside truckers, dependent or independent haulers are required, that the Employer will only sub-contract out any such work to any person or corporation that has a collective agreement with the Teamsters Union in the geographic area to which the work applies, and by the appropriate Teamsters Local Union in that area.

ARTICLE 18 - HEALTH & WELFARE

18.1 The Employer agrees that in the event that the Employer Health Tax Act should be discontinued, the Employer will then arrange and pay for equivalent replacement benefit coverage, on behalf of each eligible employee and their eligible dependants.

18.2 The Employer further agrees to pay the total cost of the premiums to a Plan that will provide:

(i) ON BEHALF OF EMPLOYEES

LIFE INSURANCE.....$50,000.00

ACCIDENTAL DEATH & DISMEMBERMENT.....$50,000.00

(ii) ON BEHALF OF EMPLOYEES AND EMPLOYEE'S ELIGIBLE DEPENDANTS

(1) PRESCRIPTION DRUGS.....(Equitable Life $1.00 Plan)

(2) DENTAL.....(Equitable Life)

(3) EXTENDED HEALTH SERVICES.....(Equitable Life)

(iii) The Company further agrees to pay up to $175.00 per year for eyeglasses for all their employees and their dependants as spelled out in Article 18, section 18.5.

18.3 The Employer agrees to pay any increases in the cost of the premiums to the benefits as set forth in 18.1 and 18.2 above which may occur during the life of this Agreement.

18.4 To be eligible for the benefits as set forth in 18.1 and 18.2 hereof the employee must have completed sixty (60) calendar days of active full-time employment and;

18.4 (a) have not been laid-off or off sick for a period longer than thirty (30) calendar days.

18.5 For the purpose of this Article, the term "dependent" shall be considered to include - spouse, unmarried children of the employee under the age of twenty-one (21), OR, who are under twenty-five (25) and full-time students.

18.6 Upon the signing of this Agreement the Employer agrees to the following:

(a) It shall be the Employer's sole responsibility to secure and maintain all benefits spelled out in 18.1 and 18.2 hereof on behalf of each eligible employee on the Employer's payroll.

(b) The Employer further accepts the total responsibility and agrees to be solely liable for any and all costs that may arise through any claim, and further agrees to pay all monies that may be levied against any eligible employee and/or his estate because of the Ernployer's failure to provide or maintain the benefits spelled out in 18.1 and 18.2 hereof in all, of this Agreement.

18.7 The Employer further agrees that there shall be no time limit involved concerning any grievance dealing with an Employer violation of Article 18 - Health & Welfare, in all.

18.8 Notwithstanding the listing of specific insurance carriers in this Article, the Employer may change insurance carriers as long as the coverage remains at the levels described.

18.9 The employees agree to change from a card carrying medical plan to an equivalent non-card carrying medical plan. Conditional upon the Company reimbursing the employees covered up front cost upon presentation of the receipt of purchase. The Company accepts the responsibility to collect the refund payment from the Insurance Carrier.

ARTICLE 19: EQUIPMENT

19.1 – It is to the mutual advantage of both the Employer and the employee that employees do not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by Law. It shall be the duty of the employees to promptly report in writing to the Employer, all defects in equipment.

19.2 Employees will not be held responsible for damages while towing or pushing a vehicle if instructed to do so by the Employer.

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

19.4 In extreme temperatures where heaters do not adequately heat the cab, the Employer will make the necessary alterations to retain adequate heat.

19.5 The Employer will endeavour to keep speedometers in proper working condition.

ARTICLE 20: LOSS OR DAMAGE TO CARGO AND/OR EQUIPMENT

20.1 Drivers shall not be charged with loss or damage to cargo or equipment.

ARTICLE 21: GENERAL

21.1 Drivers shall be paid at their regular rate of pay for any and all duties performed by them, including maintenance.

21.2 The Employer agrees that in the event of the loss of a driver's license in an "off duty" instance, a one (1) year leave of absence, without pay, will be granted to such driver, who has been in the continuous employ of the Employer for a period of one (1) year or more.

21.3 The Employer agrees that any privileges presently in effect will be retained for the duration of this Agreement.

21.4 BEREAVEMENT - In the event of a death in the immediate family, Father, Mother, Sister, Brother, Spouse, Child, Mother-in-Law, or Father-in-Law, an employee shall be given the necessary time off work and will be paid three (3) days provided that the period between the day of death and the funeral are working days. In the event of the death of an employee's Brother-in-Law, Sister-in-Law, Grandparents, or Spouse's Grandparents, employees will be allowed one (1) day off with pay to attend the funeral if the day of the funeral is a regular work day.

A request by an employee for a further leave of absence following the death of an immediate family member, shall not be unreasonably denied by the Employer.

21.5 The Company agrees to show the amount of Union Dues deducted on each employee's T4 slip.

21.6 JURY DUTY - Where an employee is called and is required to serve on jury duty or as a Crown Witness on his/her normal working day(s), the Employer agrees to pay nine (9) hours pay at the regular hourly rate of pay of the employee less the amount of jury duty or Crown Witness

pay received by the employee, for the second and subsequent days that the employee is required to serve on a jury or appear as a Crown Witness.

ARTICLE 22: RULES & REGULATIONS

22.1 Attached hereto and forming an integral part of this Agreement is Appendix "A", Rules & Regulations.

ARTICLE 23: TERMINATION

23.1 **THIS** AGREEMENT shall become effective on the first **(1st)** day of January, 2000 and shall remain in full force and effect until the thirty-first (31st) day of DECEMBER, 2000, and, from year to year thereafter unless either party to this Agreement within a period of ninety (90) days prior to the expiration of this Agreement, gives written notice to the other party of its desire to amend the Collective Agreement.

23.2 Negotiations shall be entered into within fifteen (15) days of notification to do so.

23.3 **THIS** AGREEMENT shall be binding upon **the** parties hereto, their successors, administrators, executors and assigns.

23.4 **THIS** AGREEMENT will continue in full force and effect until a new agreement is reached and all applicable clauses shall be retroactive to the expiry date of DECEMBER 31st, in any year.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10 DAY OF May, 2000.

FOR THE EMPLOYER

NEXUS TRANSPORTATION

Leonard Comacho

FOR THE UNION

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION LOCAL 880

APPENDIX "A"

(RULES AND REGULATIONS)

The following Rules and Regulations and the penalties to be charged for their violation are placed in effect with the approval of the Company and the Union, so that all employees of the Employer may know what Employer Rules and Regulations are required of them in the conduct of the general Employer business.

Nothing in these Rules and Regulations shall deprive the employee of the right to challenge any penalty through the regular grievance procedure machinery.

Nothing herein contained shall prejudice the right of the Employer to institute additional Rules and Regulations which do not conflict with those contained herein, and, in such cases thirty (30) days notice in writing shall be given to the Union, before application.

All infractions of the Highway Traffic Act and Municipal By-laws shall be the responsibility of the driver, except, those which are, by their nature, the responsibility of the Company.

It is not intended that this set of Rules and Regulations will cover every contingency. Consequently, where a subject is not dealt with specifically, common sense, good judgment, courtesy and fairness, must be exercised by all concerned.

1: VEHICLE ACCIDENTS

1.1 Accidents for which the employee is at fault, or, for which his actions or, Lack of action, is a contributory factor, will result in disciplinary action, which may range from REPRIMAND to DISMISSAL, according to the seriousness of the accident, the degree of negligence or carelessness involved on the part of the driver, and the frequency of accidents, in which the driver has been at fault.

1.2 Back-up accidents are inexcusable, and will be dealt with depending on the degree of carelessness or negligence involved.

1.3 Failure to report all vehicle accidents to the Employer in writing, on the prescribed forms as soon as reasonably possible, may result in DISMISSAL.

2: EQUIPMENT

2.1 Tampering with safety devices or governors on vehicles or equipment.

1st offense.....Subject to DISCHARGE

2.2 Operating power motor equipment with radiator or grille work covered, or obstructed, without authority in writing.

1st offense.....Reprimand
2nd offense.....1 day off

3rd offense.....3 days off
4th offense.....DISCHARGE

2.3 Excessive idling of equipment.

1st offense.....Reprimand
2nd offense.....1 day off
3rd offense.....3 days off

2.4 Failure to ensure that all vehicles and power equipment are properly serviced for gas, oil and water, and, that all tire pressures are checked before they leave the yard. Operating equipment with soft or flat tires, unless instructed to do so.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....DISCHARGE

2.5 Failure to ensure that brake lights, steering turn indicators, and windshield wipers are in proper working order.

1st offense.....Reprimand to 3 days off
2nd offense.....1 week off
3rd offense.....Subject to DISCHARGE

2.6 Failure to report mechanical defects in vehicles and equipment in writing, on prescribed forms.

1st offense.....Reprimand to 3 days off
2nd offensE.....1 week suspension
3rd offense.....Subject to DISCHARGE

2.7 Failure to secure loads to vehicles or to tarpaulin cargo or equipment and make certain tarpaulin is in serviceable condition.

1st offense.....Reprimand to 3 days off
2nd offense.....1 week off
3rd offense.....Subject to DISCHARGE

2.8 Failure to ensure that units are properly hooked-up, safety pin engaged, and trailer supports fully raised or removed.

1st offense.....Reprimand to 1 day off
2nd offense.....3 days suspension
3rd offense.....1 week suspension
4th offense.....Subject to DISCHARGE

2.9 Unauthorized use of vehicles or equipment.

1st offense.....Subject to DISCHARGE

3: CONDUCT & BEHAVIOUR

3.1 Use or possession of narcotics, drinking or-possession of alcoholic beverages while on duty, or, on Company property.

1st offense.....Subject to DISCHARGE

3.2 Reporting €or work while under the influence of narcotics or an intoxicant.

1st offense.....Reprimand to 1 week off
2nd offense.....Subject to DISCHARGE

3.3 Theft or dishonesty, or wilful damage to Company property.

1st offense.....IMMEDIATE DISCHARGE

3.4 Discourtesy to customers or to the general public.

1st offense.....Reprimand
2nd offense.....1 week off
3rd offense.....Subject to DISCHARGE

3.5 Failure to obey instructions of those in authority.

1st offense.....Reprimand
2nd offense.....Subject to DISCHARGE

3.6 Failure to load or unload properly or mishandling of Freight.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

4: REPORTS

4.1 Punching another employee's time card

1st offense.....Subject to DISCHARGE

4.2 Falsification of time cards or reports

1st offense.....Subject to DISCHARGE

4.3 Failure to report to the Supervisor or Foreman, at specified times when required to do so.

1st offense.....Reprimand
2nd offense.....Reprimand
3rd offense.....3 days off
4th offense.....Subject to DISCHARGE

5: DRIVING BEHAVIOUR

5.1 Failure to follow routing as designated or instructed.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

5.2 Driving in excess of legal speed limit, or, as otherwise instructed.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

5.3 Unnecessary delays while operating vehicles.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

5.4 Tailgating - following too closely to vehicle in front.

1st offense.....Reprimand to 1 week suspension
2nd offense.....Subject to DISCHARGE

5.5 Permitting other than employees of the Employer to ride on, or in a Company vehicle.

1st offense.....Subject to DISCHARGE

5.6 Carelessness or reckless operation of equipment or driving vehicles.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

6: OPERATION OF EQUIPMENT

6.1 Mishandling or abuse of Company equipment, excluding cargo.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

7: ATTENDANCE

7.1 Absence for three (3) successive working days without notification to Supervisor or Foreman, will be considered as an employee quitting voluntarily.

7.2 Failure to notify the Employer not less than One Hour (1) before regular starting time, when unable to report for work.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

7.3 Failure to report for work, unless, otherwise instructed.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week of€
4th offense

7.4 Reporting late for work without acceptable explanation.

1st offense.....Reprimand
2nd offense.....2 to 3 days suspension
3rd offense.....1 week suspension
4th offense.....Subject to DISCHARGE

8: PROTECTIVE CLOTHING & EQUIPMENT

8.1 Failure to wear protective clothing and equipment, or, to use safety devices as instructed.

1st offense.....Reprimand
2nd offense.....3 days suspension
3rd offense.....1 week suspension
4th offense.....Subject to DISCHARGE

8.2 Failure to wear hard hats at all times, when in the cab of the vehicle

1st offense.....Reprimand
2nd offense.....3 days suspension
3rd offense.....1 week suspension
4th offense.....Subject to DISCHARG

8.3 Failure to shut off motors when equipment or vehicles are being filled with gasoline or fuel.

1st offense.....Reprimand
2nd offense.....3 days suspension
3rd offense.....1 week suspension
4th offense.....Subject to DISCHARGE

8.4 Failure to immediately turn extinguisher in for refill, after using

1st offense.....Reprimand
2nd offense.....Subject to DISCHARGE

8.5 Failure to enter into Record Book provided with each First-Aid kit, all first-aid treatment and first-aid supplies used.

1st offense.....Reprimand
2nd offense.....2 days off
3rd offense.....1 week off
Subsequent
Offense.....1 week off

9: OTHERS

9.1 Failure to make a report when involved in a Public Liability or Property Damage accident, or, damage to equipment.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

9.2 Major chargeable accident.

1st offense.....Reprimand
2nd offense.....1 week off
3rd offense.....DISMISSAL

9.3 Minor chargeable accident.

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

9.4 Dropping semi on nose

1st offense.....Reprimand
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....DISCHARGE

9.5 Failure to report damage of equipment.

1st offense.....1 day off
2nd offense.....3 days off
3rd offense.....1 week off
4th offense.....Subject to DISCHARGE

9.6 Smuggling cigarettes, liquor, or any other objects with Company Equipment while on Company time.

1st offense....."....IMMEDIATEDISCHARGE

APPENDIX "B"

Casual Drivers

1. The Employer may establish a list of casual drivers to be available on an "on call" basis and shall provide a copy of this list to the Union.

2. Casual drivers may only be called in to work after all seniority and probationary employees (including laid off seniority employees) who are available to work for a straight time hourly rate of pay, (except Saturday, Sundays and Holidays) have been given the opportunity to commence work. Employees on vacation, sick leave, jury duty, bereavement leave or leave of absence are not available to commence work.

3. Casual drivers shall receive the rate of pay set out in Article 15 of this Agreement but, except as set out in this Article, shall not otherwise be covered by the terms and conditions of this Agreement,

4. A casual driver who is called in to work and actually commences work on fifteen (15) or more days in any sixty (60) calendar day period, shall be deemed to be a probationary employee and thereafter the provisions of sub-article 4.4 shall apply to this employee.

5. The Employer shall deduct from all casual drivers from their first pay and each month thereafter an amount equal to the Union monthly dues and such money shall be forwarded to the Union as outlined in Article 3 of this Agreement.

6. The terms of this Article may be varied by written mutual agreement between the Company and the Union.

APPENDIX "C"

TO THE COLLETIVE AGREEMENT

Between: Teamsters Union Local 880

- and -

Nexus Transportation Ltd.

This Addendum entered into this 10 day of May 2000.

Brokers

Notwithstanding anything contained herein of the Collective Agreement between the Company and the Union, the following changes and/or deletions spelled out below will form part of the Collective Agreement between the parties as defined in Article 1.1 "Brokers":

Article 7: Hours of Work

Delete in its entirety

Article 10: Lay Off and Payment of Wages

10.1 B) Change to read: "The pay stub shall show:

1) Loaded highway miles
2) Empty highway miles
3) City work hours

10.2 Delete in its entirety

10.3 Change to read: "When an employee quits, he will be paid on the next regular pay day in full".

Article 12: Breakdown and Servicing Equipment

12.1 Delete in its entirety

Article 15: Wage Rates

Effective	Jan 1/00
Miles	$1.08
Empty Miles	$1.00
City Work	$30.00

All downtime to be paid at city work rate after two (2) hours wait. The Company agrees to pay compensation on behalf of the Broker.

Article 16: Stewards

16.4 Delete

Article 18: Health & Welfare

The Company agrees to remit payment of premiums on the Owner Operators behalf.

Article 19: Equipment

19.3 Delete

19.4 Delete

Article 20: Loss or Damage to Cargo and/or Equipment

20.1 Change to read: "Drivers shall not be charged with loss or damage to cargo or equipment unless negligence is proven at which time he would be responsible for the cost up to the deductible.

Article 21: General

21.1 Delete

21.6 Jury Duty - Delete

Article 24:

New: Any other document that may be signed by the employer and the Owner Operator will not be recognized by the Local Union.

Appendix "A" Rules & Regulations

Article 2.2 Delete

Article 2.3 Delete

Article 2.4 Change to read: "Operating equipment with soft or flat tires, unless instructed to do so".

Article 2.5 Change to read: "Failure to ensure that brake lights and turn indicators are in proper working order".

Article 2.6 Delete "Vehicles and"

FOR THE COMPANY	FOR THE UNION
Leonard Comacho	Frank Schulz
	R. Giovanni

IMPORTANT NOTE:

If you leave the employ of the Company, contact your Local Union either in person, or by mail, for a WITHDRAWAL CARD.

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 & OBTAIN A WITHDRAWAL CARD.

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

Upon your return to work, give your withdrawal card to your Steward, along with payment of the current months' dues.

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.

ALWAYS

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.
4. If you leave the employ of the Company, or are laid off, register with the Local Union Office so that we may help you to find employment elsewhere.

"BE A GOOD UNION MEMBER"