

ISSUANCE	Union 2	
EFF.	2001	07 01
TERM	2002	06 30
NO. OF EMPLOYEES	30	
NOMBRE D'EMPLOYÉS	mit	

Cardinal Couriers Ltd.

Teamsters, local 141

|

12806(01)

JULY 1, 2001

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JUNE 30, 2002

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Article 1 – Preamble and Recognition

1.01

- a) The Company does hereby recognize the Union as the sole and exclusive bargaining agent for a unit comprising “all employees of Cardinal Couriers Ltd., working in and out of Putnam, Ontario, excluding supervisors, persons above the rank of supervisor, office, sales and clerical staff and dispatchers.”

The term employee shall include all hourly paid employees as well as owner – operators.

- b) The company or non-union people will not perform bargaining unit work until all reasonable efforts have been made to have the work covered by qualified bargaining unit employees in their classifications.

1.02

In this agreement “owner-operator” shall mean a person who is contracted to the company to provide transportation services and to make available for this purpose a vehicle, all under the terms and conditions set out in the standard contract between the company and the individual owner-operator, which may be amended from time to time. An owner-operator shall be a dependent contractor of Cardinal Couriers Ltd. for the purposes of collective bargaining under Part 1 of the Canada Labour code.

1.03

For greater clarity, Appendix “A” forming part of this collective agreement shall specify those sections of the agreement that apply to hourly rated employees, to owner-operators or to all persons in the bargaining unit.

1.04

All employees, including owner-operators, shall, as a condition of their engagement, be subject to this Collective Agreement.

1.05

- a) In consideration of the Company entering into this Agreement with the owner-operators and allowing the owner-operator to service the Company’s customers, the owner-operator hereby covenants, agrees, acknowledges and confirms that, during the term hereof, and upon the termination of this Agreement for any cause or by means whatsoever, then for a period of one (1) year from the termination of this Agreement, the owner-operator shall not either personally or by its agent, or by letters, circulars or advertisements, or in any other manner whatsoever, whether on its own behalf or any person, persons, firm, association, syndicate, company or

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corporation, canvass, solicit or do business of a similar nature as that of the Company with any person, persons, ~~firm~~, association, syndicate, company or corporation who: either are customers of the Company at the time of the termination of this Agreement; or have been customers of the company within a period of six (6) months prior to the termination of this Agreement: and have become known to the owner-operator **as** customers of the Company; and by reason of the owner-operator having over a period of time serviced such customers, have become known to the owner-operator.

The above restriction shall apply only to those municipal areas within which the owner-operator has usually serviced the Company's customers

- b) In consideration of the Company entering into this Agreement with the owner-operator and allowing the owner-operator to service the Company's customers, the owner-operator hereby covenants, agrees, acknowledges and confirms that during the term hereof, and upon the termination of this Agreement for any cause **or** by any means whatsoever, then for a period of one (1) year from the termination of this Agreement, the owner-operator shall not **use** or disclose any information concerning the business, or customers, of the Company which may have been acquired by it during the course of its relationship with the Company for **its** own benefit or to the detriment or to the intended or probable detriment of the Company.

The above restriction shall apply only to those municipal areas within which the owner-operator has usually serviced the Company's customers.

- c) The Contractor agrees that, by virtue of the nature of the service provided by it to the Company's customers, a close relationship may develop with the said customers and therefore the owner-operator **further** acknowledges that the restriction period of one (1) year **as** set forth in the sections herein is reasonable and necessary in order to enable the Company to have such relationship reestablished with another owner-operator.
- d) The owner-operator agrees that, should it commit a breach of the sections herein and, as a result thereof, a customer of the Company **is** lost or should the Company suffer any loss of business from such customer **as** compared to the amount of business previously enjoyed by the Company prior to the said breach, then by virtue of such breach or by virtue of proceedings for relief in respect to such breach, the Company will suffer damage, and the Company shall therefore have the right to seek damages in a court of law against the owner-operator and such damages shall be based upon, but not restricting to, the Company's actual average annual cost of obtaining new business and retaining old business, which costs the owner-operator agrees will be substantial.

The owner-operator agrees that, irrespective of any right the Company may have to claim for damages hereunder, the Company shall also have the right to apply for an injunction if the owner-operator is in breach of either of the sections herein, and

further that the remedy of damages and the remedy of an injunction shall not be mutually exclusive.

1.06

Owner-operators and employees covenant to exercise reasonable judgment in the performance of their duties and to perform other duties, as directed, from time to time.

1.07

The purpose of this Agreement is to establish and maintain satisfactory working conditions and remuneration, to provide an amicable method of settling differences and grievances that might arise, and to maintain harmonious relations between the Union, Company and all persons covered by this Agreement.

ARTICLE 2- UNION SECURITY

2.01

All employees must authorize the Company to deduct from their settlement **an** amount equal to the Local Union's monthly dues for the duration of this Agreement as their financial contribution to the Local Union.

2.02

- a) The Company agrees, for the duration of this Agreement, to deduct from the first settlement cheque each month the monthly dues of any employee under the scope of this Agreement and to remit such monies so deducted to the head office of the Local union along with a list **of** the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The checkoff list will include Social Insurance Numbers and names.
- b) The Union will notify the Company in writing of any arrears in dues for any reason and the Company will immediately commence deductions in the amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe settlement deductions of not more than twenty-five **dollars** (\$25.00) per pay period. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.

- c) The Union will supply the Company with a supply of printed checkoff forms, which shall provide a column for “Dues” and “Arrears in Dues”. The Company shall, each month, add the name of each new employee contracted on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month’s check-off sheet for whom a remittance is not made for any reason.
- d) The checkoff and cheques for the union dues deducted, must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the checkoff and the cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary-Treasurer will, by registered mail, so notify the delinquent company who will insure that the Company remits the cheque within seven (7) days of receipt of the notification.
- e) The deduction of union dues shall be made from every employee including, but not limited to, probationary employees.
- f) The Company shall show the yearly union monthly dues deductions on hourly employee’s statement of earnings. The Company shall give each owner-operator a statement of the total dues deducted and remitted to the Union each year.

2.03

The Company shall distribute to each employee the Union-provided copy of the Collective Agreement, immediately upon conclusion of the employee’s probationary period.

ARTICLE 3 - MANAGEMENT FUNCTIONS

3.01

The Union recognizes that the Company has the right to manage the business, to exercise all the prerogatives of management, and without limiting the generality of the foregoing, to determine the size of and direct the workforce, to specify the type and size of equipment required including owner-operator equipment, to extend or curtail operations, to make, enforce and alter from time to time rules, regulations, schedules, policies, practices and operational standards to be observed by employees and owner-operators, and to establish or amend a standard contract with individual owner-operators except to the extent that the said rights have been specifically curtailed in this Agreement. The Company also has the right to terminate, suspend or otherwise discipline employees and owner-operators for just cause.

This Section shall not deprive employees and owner-operators of the right to exercise the Grievance Procedure.

ARTICLE 4 – DISCRIMINATION

4.01

No person shall be refused engagement or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

4.02

A representative of the Local Union shall be allowed to enter the Company's premises for the purpose of administration of the Agreement, provided he does not interfere with the normal operation of the Company and provided he gives the Service Manager notice of his visit.

ARTICLE 5 – STEWARDS

5.01

The Company acknowledges the right of the Union to appoint or select one (1) steward for the hourly rated employees and one (1) steward for the owner-operators.

5.02

Grievances will be processed during the normal working hours of the steward on Company premises or at any other place that is mutually agreed by both the Union and Company.

5.03

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

5.04

The Company will notify the Union by registered mail, facsimile, telephone or courier delivery prior to the suspension or discharge of a steward.

5.05

For the purpose of cancellation of the engagement and the day-to-day allocation of work within his/her terminal, the steward shall be established on the seniority list as "second man". In a terminal where there is more than one steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.

5.06

For the purpose of processing specific grievances or disputes, business representatives and stewards shall have access to settlement records.

ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION

6.01

- a) Working days will be considered as Monday to Friday for the purpose of applying this article.
- b) A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration.

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps at which steps the grievor may be accompanied by the steward and/or business representative.

6.02

- a) An employee having a grievance will first take up the grievance within three (3) working days after the occurrence of the matter which is the subject of the grievance and must discuss it first with his immediate supervisor, accompanied by an available union steward if he so desires and subject to the steward obtaining permission from his supervisor, which permission will be granted at a time convenient for operational purposes, to attend said meeting in order to attempt to settle it. The supervisor will give his answer within the three (3) working days following the discussion.

6.03

If the decision in Section 6.02 (above) is not acceptable, the grievor, accompanied by the steward shall, within three (3) working days, present the grievance in writing to the Service Manager. The Service Manager will render his decision in writing within three (3) working days.

6.04

If the decision in Section 6.02 (above) is not acceptable, the grievance shall be referred to the Director of Operations by the Union within five (5) working days of the Service Manager's decision and the Director of Operations or his designate shall arrange a meeting with the Business Representative within five (5) working days of such referral. This meeting shall be held in the terminal unless otherwise agreed. The Director of Operations or his designate shall render a decision in writing within five (5) working days from the date that of the grievance meeting under this Section.

6.05

If the decision in Section 6.04 (above) is unacceptable, the grievance may be referred to arbitration by written notice of the grieving party within twenty (20) working days of such decision.

Within ten (10) working days of the notice of referral to arbitration, the aggrieved party shall name in writing its nominee to the Board of Arbitration and, within ten (10) working days from its receipt, the other party shall name its nominee. A third member to act, as Chairperson shall be appointed by the respective nominees.

Nothing in this section shall preclude the mutual agreement of the parties to appoint a single arbitrator as a Board of Arbitration.

6.06

In the event agreement under Section 6.05 cannot be reached within twenty (20) working days, either party may request the Minister of Labour to make the appropriate appointment.

6.07

The decision of the board will be final and binding. Each of the parties hereto, will bear the expense of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.

6.08

- a) The Board of Arbitration shall not alter, add to, subtract from, modify or amend any provision of this Agreement nor shall it institute any new provisions or give any decision inconsistent with the provisions of this Agreement. It shall, however, in respect of a grievance involving a suspension or termination, be entitled to set aside or substitute such other penalty as the Board of Arbitration deems just and reasonable in the circumstances.

- b) Grievances concerning suspensions or terminations shall be submitted in writing within three (3) working days of such termination and shall be heard commencing with the step prescribed in Section 6.04.

6.09

All monetary grievances that are mutually agreed upon, shall be reimbursed the following settlement period, either by separate cheque or, in the alternative, the grievor's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

6.10

It is agreed that if any dispute arises concerning the general policy of either the Company or the Union which affects the orderly administration of this Agreement, a grievance may be submitted in writing within ten (10) working days of the alleged violation and shall be heard, commencing with the step prescribed in Section 6.04.

6.11

Names of the managers and designated authorities of the Company will be posted in the terminal.

6.12

Time limits in this Article may be extended only by written, mutual agreement between the parties. If any such time limit is exceeded without such agreement, the grievance shall be deemed withdrawn or settled.

6.13

Employees who are terminated will have their termination and reason confirmed in writing and their settlement will be mailed by registered mail to their last known address within ten (10) working days from the time of their engagement being cancelled.

The Company may establish an owner-operator hold-back of \$2,000 through deductions of \$80 per settlement. The hold-back, less any necessary deductions in respect to charges incurred by the owner-operator and his responsibility to pay, will be refunded to the owner-operator not more than sixty (60) calendar days following his termination. A bank rate of interest established once a month will be payable on the full hold-back.

ARTICLE 7 – STRIKES, LOCKOUTS & PICKET LINES

7.01

During the term of this Agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees and owner-operators.

7.02

The Company acknowledges the right of ~~an~~ employee to refuse to cross a picket line if he reasonably believes that crossing such picket line would cause injury to himself or others, or damage to his equipment.

ARTICLE 8 – SENIORITY

8.01

- a) There shall be separate seniority lists for hourly rated employees and owner-operators engaged at the terminal.
- b) When a run is cancelled:
 - 1) The employee-driver assigned to that run will displace the most junior employee-driver in the terminal; or
 - 2) The owner-operator assigned to that run will displace the most junior owner-operator in the terminal having the same type of vehicle.
- c) When work is available and there are laid off employees or owner-operators:
 - 1) The most senior employee on layoff will be recalled; or
 - 2) The most senior owner-operator on layoff having a vehicle of the type specified will be recalled.
- d) Any runs that become available due to the absence of an hourly-rated employee for which the Company has been notified at least two weeks in advance, such absence to be of at least two weeks' duration, will be posted and will be assigned to the qualified bidder in order of seniority. The successful bidder's run will be filled by the Company. When the person returns from their absence, they will resume their original **run**.

8.02

- a) The purpose of seniority is to provide a policy governing work preference, lay-offs and recalls. In the event of a lay-off of **an** hourly-rated employee, the Company shall consider:
 - 1) The seniority of the employee;
 - 2) The qualifications of the employee; where the qualifications are relatively equal, the employee's seniority shall be the determining factor.
- b) The purpose of seniority is to provide a policy governing work preference, lay-offs and recalls. In event of a lay-off of an owner-operator the Company shall consider:
 - 1) The seniority of the owner-operator;
 - 2) The qualifications of the owner-operator; where the qualifications are relatively equal, the owner-operator's seniority shall be the determining factor;
 - 3) The type of vehicle specified.

8.03

Seniority lists containing names and start dates will be posted in the terminal every six (6) months and a copy sent to the Business Representative. Seniority lists containing names, start dates and addresses as contained in the records of the Company will be forwarded to the Local Union office annually during September.

It is the responsibility of owner-operators and employees to keep the Company informed of their correct home address and phone number.

8.04

Employees shall be considered probationary until placed on the seniority list. After sixty (60) calendar days from the first day worked, the employee shall be placed on the seniority list, dated accordingly. The Company must supply proof of same to establish personnel on the seniority list in accordance with the time they started.

8.05

Subject to the Company's right to maintain efficient operations, employee requests for leaves of absence:

- 1) Of up to thirty (30) days will not be unreasonably denied;

- 2) Of thirty (30) days or more will not be granted unless the requests are submitted in writing to both the Company and the Local Union and is mutually agreed in writing.

Owner-operators absent for any reason or length of time must provide a qualified replacement driver and monitor that driver's work to the extent necessary to ensure that the driver maintains service at the standard the Company requires of the owner-operator. Replacement drivers shall be the responsibility of the owner-operators who are absent.

8.06

The seniority of an employee or owner-operator shall cease and the relationship with the Company shall be terminated for any of the following reasons:

- a) If he terminates of his own accord;
- b) If he has been terminated for just cause;
- c) If he has been laid off and is not performing remunerated work elsewhere and he fails to return to work within twenty-four (24) hours after being contacted personally.
- d) If he cannot be contacted personally or is performing remunerated work elsewhere and he fails to report to work within seven (7) calendar days after notice by registered mail to report to work has been sent to his last address registered with the Company.
- e) If he accepts other remunerated work other than that declared and agreed upon when requesting leave of absence;
- f) If he is absent from work for three (3) or more consecutive working days without having notified the Company and received permission to be absent in advance;
- g) If he is laid off for a period exceeding twelve (12) consecutive months;
- h) If he retires.

8.07

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/she is able to return to work.

ARTICLE 9 – TRANSFER OF COMPANY TITLE OR INTEREST AND MERGERS

9.01

The Company and the Union agree to be bound by Section 44 of Part I of the Canada Labour Code.

ARTICLE 10 – LEAVE OF ABSENCE FOR WORK WITH TEAMSTERS UNION

10.01

The Company agrees to grant employees and owner-operators an indefinite leave of absence to work for the Teamsters Union, retaining and accumulating seniority.

ARTICLE 11 – VEHICLES

11.01

- a) It shall be the duty and the responsibility of the owner-operator to maintain his vehicle in a safe operating condition in accordance with the Ministry of Transport's regulations and equipped with safety appliances **as** required by law.
- b) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the owner-operator.

The Company will supply a favourable rental agreement with a local company. The owner-operator will have the option of paying the rental company directly or having the charge of the rental deducted from his/her settlement. Any owner-operator having a breakdown **of** more than four **(4)** hours must rent a vehicle unless authorization is given by management not to do so.

The Company will supply a portable radio or a mobile phone with a cigarette lighter plug for its owner-operators.

11.02

If the Company establishes a new Paint and Colour Policy, all new owner-operators' vehicles and any existing owner-operators replacement or repainted vehicles must be company designated colour. All owner-operators' vehicles must be free from body damage. All existing owner-operators must paint their vehicles, at company expense, the company designated colour if so requested.

11.03

Owner-operator vehicles must bear Company decals. The Company will pay the initial cost of decaling owner-operator equipment and the cost of subsequent decaling if the Company establishes a new decal policy.

11.04

Owner-operators are required to procure and maintain insurance against public liability, property damage, collision, fire and theft at such limits as established by the Company.

The owner-operator will be responsible for all fines incurred in the operation of owner-operator equipment with the exception of fines which by their nature are the responsibility of the Company.

11.05

Owner-operators are responsible for the care and safekeeping of all Company property placed in their trust.

11.06

The Company will set and enforce standards for the age and condition of owner-operators' vehicles.

ARTICLE 12- MEDICAL EXAMINATIONS

12.01

Employees and owner-operators must promptly comply with any request by the Company for a medical examination, provided the cost of such examination will be paid by the Company. Medical examinations required as a of MOT regulations and license class will be the responsibility of the employee driver or owner-operator.

12.02

Medical requirements applied by the Company shall not exceed those applied by the Department of Transportation as it relates to drivers' licences.

ARTICLE 13- GENERAL

13.01

The Company shall have the authority to allocate the work to employees having due

regard to seniority and qualifications. The Company shall have the authority to allocate the work to owner-operators having due regard to seniority, qualifications and type of equipment.

13.02

Employees shall have the preference to work on the first five (5) consecutive days of the week.

13.03- Job Postings

- a) In event of a vacancy requiring an owner-operator, the initial vacancy will be posted for three (3) working days. The posting will contain a description of the work, the qualifications and type of equipment specified, and an estimate of the amount of settlement. The vacancy will be filled by the senior owner-operator who applies in writing, is qualified, and has a vehicle of the type specified.
- b) In the event of a vacancy requiring an employee, the initial vacancy will be posted for three (3) working days. The posting will contain a description of the work and qualifications. The vacancy will be filled by the senior qualified employee **who** applies in writing.
- c) No owner-operator or employee shall successfully bid on more than two (2) vacancies in a calendar year.
- d) If a transfer under this section creates a subsequent vacancy and in all other circumstances, work assignments will be made by the Company.

13.04

The Company agrees to provide clean and sanitary washrooms, fire exits and heat **as** required by law.

13.05

If the Company permits and agrees with an owner-operator to contract more than one (1) vehicle, the driver of the vehicle(s) shall be employees of the owner-operator, qualified for the **work**, and monitored by the owner-operator to the extent necessary to ensure that the driver maintains service at the standard the Company requires of the owner-operator. The owner-operator will meet all of the obligations as required by the CCRA and other governmental bodies with respect to his employee(s).

13.06 Bereavement Leave

In the event of a death in the immediate family, each hourly rated employee shall be entitled to three (3) days **off** providing that the days off are regular working days from the

day of the death to the day of the funeral or memorial service. Hourly rated employees shall receive three (3) days pay at their regular rate. Immediate family shall be defined as mother, father, sister, brother, spouse, child, grandparents (both sides of family), uncles, aunts, common-law spouse or step-parents.

13.07

The Company shall provide a driver's room for use by employees.

13.08 Jury duty

If an hourly rated employee is called and is required to serve on **jury** duty or as a crown witness on his/her normal working day, the Company agrees to pay the equivalent of one day's pay at straight time, less the amount of **jury** duty pay received.

13.09- Lunch Break

Hourly-rated employees will be allowed one-half hour to be taken as **an** unpaid lunch break. The break is to be taken between the fourth (4th) and sixth (6^{''}) hour of shift.

13.10- Coffee Breaks

All full time 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 on the second half shift .

All part-time hourly-rated employees working up to six (6) hours in a day will be allowed a coffee break not in excess of fifteen minutes without loss of pay.

13.11- Call-In Guarantee

Hourly rated employees covered by this Agreement and called in for work shall be guaranteed not less than three (3) hours pay.

ARTICLE 14- PAY PERIOD

14.01- Hourly Rated Employees

The Company will continue bi-weekly pays for employees, with employees paid to the end of the week preceding each pay. The pay stubs will continue to provide the information contained on current pay stubs.

14.02- Owner-Operators

The Company will continue bi-weekly settlements for owner-operators, with owner-

operates remunerated to the end of the week preceding each settlement. Shortages of \$100 or more will be paid within five (5) working days of being reported, provided the shortage relates to the current settlement period. All other shortages will be paid on the next settlement cheque, provided the Company has at least five (5) working days to do so.

14.03

An employee shall be provided reasonable access to his/her daily records upon request.

14.04

The Company may institute direct deposit banking.

ARTICLE 15- BULLETIN BOARDS

15.01

The Company agrees to permit posting of any notice of union meetings or functions on a bulletin board conspicuously placed and provided for that purpose provided they are authorized and signed by **an** officer of the Local Union.

ARTICLE 16 BENEFITS

16.01

Hourly-rated employees regularly working thirty **(30)** or more **hours** per week will continue to be eligible for coverage under the Company's Benefit Plan at the same benefit levels and on the same basis as currently in effect. A written outline of benefits will be provided to each eligible employee and to the Union.

16.02

- a) All hourly-rated employees and owner-operators will be trained in the safe handling of dangerous goods. The Company will supply protective equipment as required by the Transportation of Dangerous Goods Act.
- b) All hourly-rated employees and owner-operators shall be provided with all protective equipment required by law.

The current safety boot allowance, paid annually, will continue on the same basis as currently in effect.

ARTICLE 17- UNIFORMS

17.01

Uniforms of the same quality and type as now in effect will continue to be supplied on the same basis **as** currently.

ARTICLE 18

18.01

The Company will provide cargo insurance on the same basis that such cargo insurance is currently provided.

18.02

The owner-operator is required to possess the appropriate operating authority **as** defined by the Company from time to time. Where the owner-operator does not possess the appropriate operating authority, the Company may permit the use of its operating authority for the transportation of the goods entrusted to the Company until such time as such authority is obtained by the owner-operator.

ARTICLE 19- GENERAL HOILDAYS

19.01

Hourly-rated employees will be entitled to statutory holidays with pay in accordance with the Canada Labour Code.

ARTICLE 20- VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES

20.01

Hourly-rated employees with less than one (1) year of employment will be entitled to vacation pay in accordance with the Canada Labour Code.

20.02

Hourly-rated employees whose years of employment exceed one (1) year but are less than five (**5**) years will receive two (**2**) weeks of vacation with pay calculated on the basis of 4% of their earnings in the previous calendar year.

20.03

Hourly-rated employees whose years of employment are five **(5)** years but less than ten (10) years will receive three **(3)** weeks of vacation with pay calculated on the basis of 6% of their earnings in the previous calendar year.

20.04

Hourly-rated employees whose years of employment are ten (10) years but less than twenty (20) years will receive four **(4)** weeks of vacation with pay calculated on the basis of 8% of their earnings in the previous calendar year.

20.05

Hourly-rated employees whose years of employment exceed twenty (20) years will receive five **(5)** weeks of vacation with pay calculated on the basis of 10% of their earnings in the previous calendar year.

20.06

The choice of vacation periods shall be by seniority of hourly rated in driving and warehouse, respectively. Hourly-rated employees wishing to take vacation in **the May – September** months will be permitted to do *so*. Employees will be asked in order of seniority to sign for their preferred times. The final vacation schedule will posted no later than February 1st of each year. No more than one (1) employee in a classification may have vacation at the same time.

20.07

It shall be compulsory for hourly-rated employees to take their vacations during the calendar year of entitlement.

Article 21

21.01

- a) Effective July 1, 2001, all current rates of pay of hourly-rated employees will be increased by two percent (2%).
- b) The Company will design and implement a Performance Incentive Plan which, while not subject to negotiation with the Union and not forming **part** of this Collective Agreement, will apply to hourly-rated employees and owner-operators.

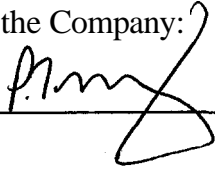
Article 22 – Duration of Agreement

22.02

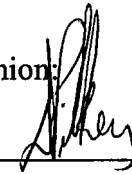
This agreement shall be effective July 1, 2001 and shall continue in effect until June 30, 2002. It shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of three (3) months next proceeding the expiration date of this agreement, that it desires to amend or terminate it.

SIGNED this 2nd day of October, 2001

For the Company:



For the Union:



APPENDIX “A”

This Appendix, which is pursuant to Section 1.03 and forms part of the Collective Agreement, specifies those sections of the Agreement that apply to hourly-rated employees and/or owner-operators where the application may be unclear in the Agreement.

“X” indicates the members of the bargaining unit to which the sections apply.

The parties agree that any sections not referenced in this Appendix are to be interpreted as providing good and sufficient differentiation in the Collective Agreement as to whom those sections apply.

Section	Owner-Operators	Hourly-Rated Employees
1.01 (b)	X	X
2.01	X	X
2.02	X	X
2.03	X	X
6.01 b)	X	X
6.02	X	X
6.13 (1 st Paragraph)	X (subject to 2 nd Paragraph)	X
6.13 (2 nd Paragraph)	X	
7.01	X	X
7.02	X	X
8.04	X	X
8.05		X
12.02	X	X
13.02		X
13.07	X	X
14.03	X	X
16.01		X
17.01	X	X (Drivers)
18.01	X	