

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**JOHN, JOHN, TRANSPORTATION SERVICES INC.  
C.O.B. as CAN-AM SERVICES and  
591182 ONTARIO LIMITED  
C.O.B. as WOLVERINE FREIGHT SYSTEM  
WINDSOR, ONTARIO.  
*(herein referred to as the “Company”)***

**AND**

**CANADA COUNCIL OF TEAMSTERS  
*(herein referred to as the “Union”)*  
(OWNERS/OPERATORS)**

**Expiry Date: June 30<sup>th</sup>, 2013**

*13372 (02)*

## TABLE OF CONTENTS

ARTICLE 1 .	RECOGNITION .....	1
ARTICLE 2 .	UNION SECURITY .....	<b>1</b>
ARTICLE 3 .	MANAGEMENT FUNCTIONS .....	3
ARTICLE 4 .	DISCRIMINATION .....	4
ARTICLE 5 .	STEWARDS .....	4
ARTICLE 6 .	GRIEVANCE PROCEDURE <b>and</b> ARTITRATION .....	<b>5</b>
ARTICLE 7 .	<b>STRIKES and</b> LOCKOUTS .....	<b>8</b>
ARTICLE 8 .	SENIORITY .....	<b>9</b>
ARTICLE 9 .	COMPLETE or PARTIAL CLOSURE of TERMINAL/ DOMICILE(S) OPERATIONS <b>and</b> ESTABLISHMENT of NEW TERMINAL/ DOMICILE(S) .....	12
ARTICLE 10 .	MERGERS .....	14
ARTICLE 11 .	LEAVE of ABSENCE for WORK WITH THE TEAMSTERS UNION .....	15
ARTICLE 12 .	EQUIPMENT .....	15
ARTICLE 13 .	<b>MEDICAL EXAMINATIONS</b> .....	<b>17</b>
ARTICLE 14 .	EXTRA CONTRACT <b>AGREEMENTS</b> .....	<b>18</b>
ARTICLE 15 .	NEW TYPES of EQUIPMENT & CATEGORIES of WORK .....	<b>18</b>
ARTICLE 16 .	BULLETIN <b>BOARDS</b> .....	<b>19</b>
ARTICLE 17 .	<b>LOSS or DAMAGE to</b> CARGO or <b>EQUIPMENT</b> .....	19
ARTICLE 18 .	HOURS of <b>WORK</b> .....	19
ARTICLE 19 .	<b>ANNUAL JOB BIDS</b> .....	22
ARTICLE 20 .	JOB OPENINGS .....	24
ARTICLE 21 .	SUPERVISORS .....	24
ARTICLE 22 .	PAY PERIOD- .....	25
ARTICLE 23 .	GENERAL .....	25
ARTICLE 24 .	DURATION .....	30
SCHEDULE .	'A' .....	31
SCHEDULE .	'B' .....	33
SCHEDULE .	'C' .....	37
SCHEDULE .	'D' .....	44
LETTERS <b>OF</b> UNDERSTANDING .....		45

## ARTICLE 1 - RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive bargaining agent for all brokers working for John, John Transportation Services Inc., c.o.b. Can-Am Services, and **591182** Ontario Limited, c.o.b. Wolverine Freight System, Windsor, Ontario.
- 1.2 This Agreement covers the terms and conditions of employment of such persons only while they are employed by the aforementioned Companies.
- 1.3 The Company and the Union each agree that the purpose and 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.
- 1.4 Therefore, this Agreement between the Union and the Company signed by the accredited officials of both parties, has been mutually agreed upon and the terms as laid out shall be carried out in letter and spirit by both parties.

## ARTICLE 2 - UNION SECURITY

- 2.1 It is agreed that all Union members shall maintain their Union Membership in good standing for the duration of this Agreement as a condition of employment. Union Dues to be remitted in an amount as directed by the Local Union.

### 2.2 UNION DUES AUTHORIZATION:

**ALL** Brokers hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay date the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

**2.3**      INITIATION FEE DEDUCTIONS:

**ALL** brokers hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's Initiation Fees in installments **of** twenty-five dollars **(\$25.00)** per week after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies **so** deducted to the Head Office **of** the Local Union along with a list **of** the brokers from whom the money was deducted at the same time as the Union dues are remitted.

**2.4**      MONT      DEDUCTION **of** UNION DUES:

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month the monthly dues of any broker covered by this Agreement, and to remit such monies **so** deducted to the Head Office of the Local Union along with a list of the brokers 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 check-off list will include social insurance numbers and names designated by Terminal/Domicile within the jurisdiction of each Local Union. In the case of a broker on Workers' Compensation, the check-off shall indicate that such broker is on W.C.B.

**2.5**      DEDUCTION of ARREARS **ITEMS**:

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in 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 payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

**2.6**      CHECK-OFF LISTS:

The Union check-off form may be:

- (i)      a Union provided form;
- (ii)     a Company provided form;
- (iii)    a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation" and "Re-Initiation Fees".

The Company shall each month add the name of each new broker hired on since the remittance of the previous check-off along with the starting date and the Company shall give an explanation alongside the name of each broker who appeared on the previous month's check-off sheet for whom a remittance is made for any reason.

2.7 FORMS to be SIGNED by NEW BROKERS:

The Union will supply the Company with Initiation Deduction Authorization **Forms**, Application for Membership **Forms**, Dues Deduction Authorization **Forms**, all of which shall be signed by all new brokers on the date of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership **Forms** are returned to the Union. **All** forms shall be returned to the Union within seven (**7**) days from the date of hire.

2.8 SCOPE of UNION DUES DEDUCTIONS:

The deduction of Union Dues shall be made from every bargaining unit broker including but not limited to probationary brokers. In the event that a probationary broker fails to complete his/her probationary period, Union Dues will be deducted from his/her final pay cheque.

2.9 SUBMISSION of CHECK-OFF:

The check-off and cheque 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.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

3.1 The Union recognizes that the Company has the exclusive right to manage the business, to exercise all of the prerogatives of management and, without affecting the generality of the foregoing, it has the right to determine the size **of** and direct the work force, to extend or curtail operations and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline brokers for just cause. The above clause shall not deprive a broker of the right to exercise the grievance procedures as outlined in this Agreement.

## ARTICLE 4 - DISCRIMINATION

### 4.1 RIGHT of ACCESS for UNION REPRESENTATIVES:

Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided they do not interfere with the normal operation of the Company.

## ARTICLE 5 - STEWARDS

5.1 The Company acknowledges the right of the Union to appoint four (4) Stewards, and if the operations are such that they cannot be covered by four (4) Stewards, an additional Steward may be appointed.

### 5.2 (a) PA for PROCESSING GRIEVANCE DURING WORKING HOURS:

Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive the Company Driver's hourly rate of pay when grievances or pending grievances are processed with the Company on Company property, or at any other place which is mutually agreed upon by both the Union and the Company.

(b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at the Company Driver's hourly rate of pay for all time spent during the processing of the grievance with the Company on the Company property, or at any other place which is mutually agreed upon by both the Union and the Company.

### 5.3 LIMITATION in PAYMENT of STEWARD:

In no case shall payment to the Steward for time used in processing a grievance be extended beyond Step 2 of the Grievance Procedures outlined herein.

5.4 Should the Company find that a Steward's activities interfere with the normal course of his/her duties or the duties of other brokers, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined herein.

**5.5** 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.

**5.6** SUSPENSION or DISCHARGE of STEWARD:

The Company will notify the Union by registered mail, telegram or hand-delivered letter prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

**5.7** 'S SENIORITY for WORK:

For the purpose of lay-off and the day-to-day allocation of work, the Steward will hold only his/her own natural seniority position at all times.

**5.8** TRIP SHEETS and TIME CARDS:

For the purpose of processing specific grievances or disputes, Business Representative of the Union and/or Stewards shall have relevant trip sheets, time cards and personnel disciplinary records made available to them on request as soon as possible at the Head Office Terminal/Domicile, during the office hours of the Company.

**5.9** BOOK-IN/OUT SHEETS:

The Company will provide book-in and book-out sheets for all Company drivers and brokers to sign upon arrival and/or departure from a Company Terminal/Domicile. These sheets will be changed at noon daily and filed in dispatch for easy access by the Steward. The Company will record the trip of brokers on the sheets when brokers are dispatched without attending at the Terminal/Domicile.

**ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION**

**6.1** In the Collective Agreement, a grievance shall consist only of a dispute concerning the interpretation and application of any clause in this Agreement, and/or alleged violations of this Agreement and/or abuses of discretion by supervision. If any question arises as to whether a particular dispute is, or is not a grievance within the meaning of this Agreement, 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 stages:

- (a) By a conference between the aggrieved Broker, Steward and the Broker's Supervisor. Such conference to be held within **48** (forty-eight) hours and the Supervisor shall give his/her answer within **48** (forty-eight) hours of the presentation of the grievance to him/her.

The grievance must be submitted in writing within seven (**7**) calendar days from the date of the alleged violation(s) of the Agreement, **or**, from the date the alleged violation became known to the grievor, but in no case, more than thirty (**30**) days.

- (b) Failing settlement as in (a) by the Steward and the Supervisor, the Steward may ask the Supervisor to make an appointment with the Manager in an effort to reach a settlement. It shall be the responsibility of the Supervisor and the Steward to submit a written report to the Manager.
- (c) If a grievance is not settled after making every endeavour in the procedures outlined in (a) and (b), it shall be referred to the General Manager.
- (c) Should the parties fail to reach a satisfactory settlement in any of the preceding steps, the final settlement of the grievance must be submitted to a Board of Arbitration as outlined below. If in the event the Company has a grievance, the Manager or General Manager shall endeavour to settle the matter with the Steward, and in the event of failure, shall deal with an official of the Union.

**6.2** During any of the above outlined steps of the Grievance Procedure, the Steward or appropriate Management Representative may request the presence of the Union Business Agent or duly accredited officials of the Union to assist in amicable settlement of such dispute.

**6.3** (a) It shall be the responsibility of the party desiring Arbitration to **so** inform the other party in writing in the case **of:**

- (i) a broker grievance, within fourteen (**14**) calendar days after the General Manager or his/her designate has rendered a decision or failed to render a decision as provided for in Section **7.1** (a);



- (ii) a Company grievance, within fourteen **(14)** calendar days after the meeting with the Union Representative;
  - (iii) **A** Union grievance, within fourteen **(14)** calendar days after the meeting with the Company's Representative;
- (b) Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Arbitration Board as outlined below. Before submitting the grievance to arbitration the dispute shall, if requested by either party and in accordance with the procedures outlined in this section, be brought to the attention of the Joint Grievance Committee established for this purpose by the Company and 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 foregoing provisions. The Joint Grievance Committee shall be comprised of two **(2)** persons, one **(1)** of who shall be selected from Management and one **(1)** from the Local Union.
- (c) It is further agreed that the Company and the Local Union shall name only experienced representatives who are engaged in the day-to-day administration of this Agreement as nominees to the Joint Grievance Committee as required.
- (d) 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.
- (e) It is further agreed that in the event 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 Section 7.3 **(f)**.
- (f)** Prior to proceeding to a three **(3)** person Board of Arbitration, the grieving party may elect to have the grievance heard by a single Arbitrator. Should the parties fail to appoint a one **(1)** person Board of Arbitration within thirty **(30)** days from the date of the written referral to Arbitration, either party shall request the Minister of Labour to make the appropriate appointment.

A notice of intent to Arbitrate under the foregoing provision shall contain the name of the aggrieved party's Appointee to the Board of Arbitration and within seven (7) calendar days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their Appointee. A third member to act as Chairperson shall be appointed by the respective Appointees. Should either party fail to name their appointee within the required seven (7) calendar days or should the Appointees fail to select a Chairperson with thirty (30) calendar days from the date of their appointment, either party or their Appointee shall request the Minister of Labour to make the appropriate appointment.

- 6.4 The Arbitrator shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provision of this Agreement.
- 6.5 Each of the parties agrees and shall equally share the expenses and fees of the Arbitrator.
- 6.6 Both parties to this Agreement agree that it is in the interest of both parties to make every reasonable effort to clear up grievance problems with the least possible delay.
- 6.7 The Company shall not be responsible for the payment of time used by any broker in the investigation and settlement of a grievance.
- 6.8 The time limits set out in this Article are mandatory and not merely directory.

## ARTICLE 7 - STRIKES AND LOCKOUTS

7.1 During the term of this Agreement, there shall be no lockout by the Company, or any strike, work stoppage, or suspension of work, either complete or partial for any reason by the brokers, or the Union.

7.2 PICKET LINES:

The Company acknowledges the right of brokers to recognize and refuse to cross a picket line.

- 7.3** The Union recognizes the right of the Company to protect its business and the property ~~of~~ its customers.
- 7.4** Each party recognizing the rights of the other in this regard, agrees that the Union will notify the Company of any strike or picket line activity and the Company will notify the union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interest of the Company, its Brokers or the Union.
- 7.5** In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserve the right to take whatever action it deems necessary and appropriate
- 7.6** With respect to Article 7 ~~of~~ the Collective Agreement, the parties agree that in the event that in the event of a work stoppage by any tenant, the east gate of the Company's Windsor Terminal will be designated as their gate for picketing purposes. The Company will be permitted to operate out ~~of~~ its west gate without interruption by picketers.

## **ARTICLE 8 - SENIORITY**

- 8.1** Seniority shall be Terminal wide. **All** brokers seniority shall be intermingled (by seniority date) with the Company drivers for the purposes of applying article. Domicile shall mean a Municipality.
- A** Team Driver who purchases their own truck shall retain his seniority from the first day worked as a Team Driver, provided the Company agrees and has a need for another truck.
- 8.2** PURPOSE of SENIORITY:
- The purpose of seniority is to provide a policy governing work preference, layoffs and recalls.
- a) In the event of a layoff, the Company shall consider:
- (i) the seniority ~~of~~ the brokers
  - (ii) the qualifications ~~of~~ the brokers; where the qualifications are relatively equal, the broker's seniority shall be the determining factor.

8.3 POSTING of SENIORITY LIST:

A seniority list containing the name and starting date of brokers will be prepared and posted in the Terminal every three (3) months on the bulletin board with sufficient copies for Stewards and Business Representatives. A seniority list containing names and addresses of brokers as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

8.4 Brokers shall be considered probationary until placed on the seniority list. Such brokers shall work under the provisions of this Agreement and shall be employed on a probationary basis for forty-five (45) working days, during which period he/she may be terminated or disciplined without recourse to the grievance procedure. The Company shall not terminate such a broker for the purpose of forcing an additional probationary period. Upon completion of the forty-fifth (45<sup>th</sup>) working day, the broker shall either be terminated or placed on the regular seniority list as of the date of commencement of his/her probationary period.

8.5 Those promoted to supervisory positions, or other positions not subject to this Agreement, will retain their seniority after promotion, and if demoted for any reason or if they voluntarily request reinstatement to their former position in the bargaining unit within a twelve (12) month period, the time served in the supervisory position shall be included in their seniority rating. Such broker shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should they be subsequently discharged in such a position beyond the jurisdiction of this Agreement.

8.6 The seniority and employment of a broker shall be terminated under the following conditions:

- (a) if he/she voluntarily resigns;
- (b) if he/she is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if a broker 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 broker cannot be contacted or is employed elsewhere, then the Company will notify the broker by registered mail to his/her last known address to work and he/she will be allowed no more than even seven (7) consecutive days from the date of mailing of the registered letter to report for work;

- (d) if he/she takes employment other than that declared and agreed upon when applying for a leave of absence;
- (e) if a broker is absent from work without a reasonable excuse for more than three (3) consecutive working days;
- (f) if a broker is laid off and not recalled for a period extending beyond fifteen (15) consecutive working months, or if such broker requests and is paid any statutory termination benefits, whichever comes first;
- (g) if a broker is laid off in excess of thirteen (13) weeks and request his/her severance or termination pay, he/she will be paid in accordance with the Canada Labour Code on the payday following his/her request.
- (h) Owner/Operators and/or their employees who start with Wolverine after the ratification of this Agreement who lose their F.A.S.T. privileges.

8.7

#### POLITICAL OFFICE

Any broker who is elected to a full time municipal, provincial or federal government office, or leave for military service, shall be granted a leave of absence in order to allow him/her to fulfill his/her elected duties.

8.8

#### LEAVE of ABSENCE PROVISION:

A 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 for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

8.9

#### PROVISIONS for RETENTION of BROKER'S SENIORITY DURING SICKNESS or INJURY:

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 broker shall notify the Company when he/she is able to return to work. However, a broker off work as set out above shall not, by virtue of his/her absence, retain seniority over a senior broker who has been laid off.

**8.10** In the event of sickness or injury to a broker, before a replacement driver is allowed to operate the absent broker's truck, the Company and the Union must meet to negotiate rates of pay and seniority rights.

**8.11** Brokers will be allowed to become Company Drivers, under the following conditions; if the Broker operations are dissolved, or if he/she requests a transfer to the Company drivers position and the Company agrees to such transfer. However, he/she will go to the bottom of the seniority list and start as a new employee for the day-to-day allocation of work but will serve no probationary period. Their seniority date will be the day they started as a Company driver and the Broker will hold his/her seniority for the purpose of vacation entitlement only.

## **ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL/DOMICILE(S) OPERATIONS AND ESTABLISHMENT OF NEW TERMINAL/ DOMICILE(S)**

### **9.1 COMPLETE **E:****

~~In~~ the event ~~of~~ a complete closure ~~of~~ a Terminal/Domicile and where the work is moved to another Terminal/Domicile or Terminal/Domiciles under the jurisdiction of the Signatories to this Agreement, the Company will give the Union sixty **(60)**days' written notice of such closure. During this sixty **(60)**day period, the Company will meet with the affected Union to outline the reasons for the closure.

Where a closure is effected in accordance with the above, the affected brokers may bid according to their seniority and qualifications to move to the Terminal/Domicile to which the work is being moved. Any broker who is laid ~~off~~ as a result of the complete closure will be given sixty **(60)**days' notice of such layoff or pay in lieu thereof.

Where the closure of a Terminal/Domicile is effected and no work is being moved, brokers who are terminated will be provided with two **(2)**weeks' notice or pay in lieu, plus severance pay in the amount of two **(2)**days' pay for each full year of service.

9.2 PROCEDURE for PARTIAL CLOSURE:

In the event of a partial closure of a Terminal/Domicile, as a result of the work being moved to another Terminal/Domicile(s), and which results in the reduction of brokers in the Terminal/Domicile so affected, the following will apply:

- (a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Union in an effort to reach a satisfactory agreement for all concerned in the Terminal/Domicile from which the work is moved;
- (b) failing agreement under Section 10.2 (a), brokers in the Terminal/Domicile affected shall have first opportunity of moving with the work or exercising their seniority within their own Terminal/Domicile. If any of these brokers elect to exercise their seniority and bump into other work within their own Terminal/Domicile, then the available vacancies at the Terminal/Domicile where the work is being moved to shall be posted for bid, for those qualified brokers in the Terminal/Domicile from where the work is being moved;
- (c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- (d) any broker who is laid off as a result of the partial closure will be given thirty (30) days' notice of such layoff or pay in lieu thereof;

For the purposes of this clause, the payment will be calculated at eight (8) hours per day of entitlement at the Driver's hourly rate of pay.

- (e) a dispute arising under the above Sections shall be grieved commencing at Step 3 of the Grievance Procedure.

9.3 of SENIORITY BECAUSE of CLOSURE:

Personnel moving under the conditions of Section 10.1 or 10.2 will retain their seniority at the Terminal/Domicile from which they have moved and in the event the work is moved back to the original Terminal/Domicile within twelve (12) months from the date of their original move, must return to their original Terminal/Domicile. If such work is moved back to the original Terminal/Domicile after twelve (12) months but within thirty-six (36) months from the date of their original move, such brokers may elect to remain at their existing location or return to their original Terminal/Domicile.

9.4 RIGHT of the COMPANY to ALLOCATE WORK to BROKERS MOVING:

The Company will have the sole authority for the allocation of work for brokers moving under the conditions of Section 9.1 or 9.2 for a period of two (2) months from the date of the move or until the date of the next annual job bid, whichever comes first.

9.5 ETAILING of SENIORITY for BROKERS MOVING:

Brokers moving under the conditions of Sections 9.1 and 9.2 will dovetail their seniority dates with persons already employed at the Terminal/Domicile to which they moved.

9.6 NEW TERMINAL/DOMICILE or OPERATION:

In the event the Company established a new Terminal/Domicile or Trucking Operation at a different location, within Essex County or a town or city in which the Company already has a Terminal/Domicile or Operation, the Company and the Union will meet and establish procedures which will protect the seniority of brokers at the original and new Terminal/Domicile(s). Such procedures will be reduced to writing.

ARTICLE 10 · MERGERS

10.1 If the Company acquires by way of purchase, or in any other manner, the business or undertaking of any other Trucking Company and such operations are merged and totally integrated, the seniority of all active brokers will be dovetailed, including those brokers who are off work due to sickness or injury. If the Company does not require all the brokers after the merger, layoff will commence at the bottom of the dovetailed active seniority list, and such brokers will remain on the active seniority list for the purpose of recall.



**10.2** In the event that either of the Companies affected by the merger have brokers on ~~layoff~~ prior to the merger, the seniority of those brokers on layoff will be dovetailed. Such brokers will be on the inactive seniority list. If the merged Company subsequently requires additional brokers, preference will be given, subject to recall provisions of Article 8, to those laid off brokers on the active seniority list, then to those brokers on the inactive seniority list in accordance with their seniority and qualifications. If and when a broker who is on the inactive seniority list is recalled and reports for work, in accordance with this Article, his/her original seniority will be dovetailed with the seniority of the active brokers.

**10.3** In the event that the preceding sections in the opinion of either party fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the brokers in the combined operations shall be determined by agreement between the Successor Company and the Local Union concerned. If mutual agreement is not reached, the conditions outlined in Sections 10.1 and 10.2 will apply.

## **ARTICLE 11 - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION**

**11.1** The Company agrees to grant to all present brokers who are on leave of absence and all future brokers of the Teamsters Union and indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours' notice by the broker. No more than one (1) broker shall be allowed such leave of absence at any one time.

## **ARTICLE 12 - EQUIPMENT**

**12.1** (a) VEHICLE SAFETY:

It is to the mutual advantage of both the Company and the broker that brokers shall not operate vehicles, which are not in safe operating condition, and not equipped with the safety appliances required by law.

(b) DUTY of BROKERS to REPORT DEFECTS:

It shall be the duty of brokers to report promptly in writing to the Company all defects in equipment.

(c) DUTY of COMPANY and the BROKER to MAINTAIN VEHICLES in a SAFE CONDITION:

It shall be the duty and responsibility of the Company and the broker to maintain their **own** vehicles in a safe operating condition in accordance with the Department of Transport's Regulations.

(d) RIGHT of the COMPANY to DETERMINE CONDITION of EQUIPMENT:

The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.

(e) DUTY of the BROKER to MAINTAIN EQUIPMENT:

It shall be the duty and responsibility ~~of~~ the broker to perform the **annual** O.S.I. Inspection not more than twelve (**12**) months beyond the previous inspection at **his/her** expense and to effect all necessary repairs. The O.S.I. Inspection can be done at a Certified Inspection Facility of the broker's choice. The Company reserves the right to perform an inspection at any time at its **own** expense with twenty-four (**24**) hours' notice to the broker. Any repairs resulting from this inspection shall be at the broker's expense at a location of the broker's choice.

(f) RIGHT of the COMPANY to DENY **WORK** to UNSAFE BROKER TRUCKS:

The Company has the right to deny the Broker any further dispatches until safety violations are corrected. Once a broker has been notified in writing that **his/her** safety inspection is due, he/she will have thirty (**30**) days to comply. After the thirty (**30**) days have elapsed, the Company will have the right to deny any further dispatch until the safety inspection has been done.

(g) RIGHT of **BROKERS** to REFUSE **UNSAFE** EQUIPMENT:

It shall not be a violation of this Agreement where brokers refuse to operate such equipment unless such refusal is unjustified.

12.2 **BAD ORDER FORMS:**

It is agreed that bad order forms shall be supplied for the brokers on which to report defects in equipment with sufficient copies **so** that one can be held available for the broker and **so** that the office **of** the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed.

12.3 OPERATION of **VEHICLES** in **EXCESS** of **LEGAL LOAD LIMITS:**

The Company shall not compel any broker to operate a vehicle in excess of the legal load limits.

## **ARTICLE 13 - MEDICAL EXAMINATIONS**

13.1 PROVISIONS for **MEDICAL:**

Any, medical examination required by the Company, Federal Legislation, U.S. Legislation, **or** any medical examination required by Provincial legislation for the purpose of maintaining a driver's license, 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 its own Medical Examiner or Physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

Any Drug Testing Medical taken during working hours shall be included in the call-in guarantee, provided it is done during the driver's regular workweek.

13.2 REPORT of **MEDICAL:**

**A** report **of** the examination will be made available to the Broker through the Doctor designated by the Company.

13.3 MEDICAL on SATURDAY

No broker shall be required to take a medical on a Saturday unless the broker ~~so~~ requests and does ~~so~~ voluntarily.

13.4 MEDICAL REQUIREMENTS for BROKERS :

Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to driver's licenses.

13.5 Any broker, cleared to return to work by his/her doctor and the Company doctor, who has had to wait for the examination by the Company doctor, shall be paid for all lost time to which he/she would be entitled. For the purposes of this clause, the payment will be calculated at eight (**8**) hours per day of entitlement at the driver's hourly rate of pay.

ARTICLE 14 • EXTRA CONTRACT AGREEMENTS

14.1 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the brokers which conflicts with the terms and provisions of this Agreement.

ARTICLE 15 • NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK

15.1 ESTABLISHMENT of RATES for NEW TYPES of EQUIPMENT or NEW CATEGORIES of WORK:

When new types of equipment or categories of work for which rates of pay are not established by this Agreement, are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. For the purpose of this article, brokers will not be forced to adjust present equipment or purchase new equipment unless the broker does ~~so~~ voluntarily.

## ARTICLE 16 - BULLETIN BOARDS

**16.1** The Company agrees to permit posting of any notices 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 and approved by the Company. This Bulletin Board will be locked and the Union Representative will have sole possession of the key. The Company will be required to have only one bulletin board for drivers and brokers at each terminal.

## ARTICLE 17 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT

**17.1** No broker shall be permitted to allow anyone except brokers of the Company who are on duty, or other transport drivers broken down on the highway, to ride in his/her truck.

## ARTICLE 18 - HOURS OF WORK

**18.1** The Company shall assign employees and brokers to trips in accordance with the following:

- (a) Seniority of employees and brokers at their home Terminal/Domicile;
- (b) Hours of work regulations and hours of work limitations as spelled out in this Article, and the Canada Labour Code;
- (c) **An** employee or broker ~~off~~ duty at his/her home Terminal/Domicile will not be called for work until he/she has been ~~off~~ duty ten **(10)** hours. **An** employee or broker will be permitted two **(2)** hours (without pay) to report for work. Upon being contacted by the Company an employee or broker shall be advised ~~of~~ his/her starting time;
- (d) If a broker is not dispatched after being called to report for work, he/she shall be paid for all time held at the cartage rate of pay;
- (e) Until such time as a broker has accumulated 2,000 miles or forty-eight **(48)** hours on the clock in a week, senior personnel shall have the preference of working on the first five **(5)** days of the week;
- (f) The workweek may commence on Sunday.

**18.2**      REGULAR DISPATCH:

- (a) Except as qualified by 18.1, an employee or broker will be assigned the best paying dispatch, which is available when he/she is called to report for duty. However, should the employee or broker elect decline the best paying dispatch, he/she will be given preference on all other loads available. Each employee or broker must exercise their seniority as their turn comes up.
- (b) Should other loads materialize and be available for dispatch between the time an employee or broker is called for duty and the time he/she reports for dispatch, the employee or broker will be so advised and may exercise his/her seniority on such loads.
- (c) Loads will not be held for the purpose of depriving an employee or broker of his/her seniority.
- (d) In the event the Company improperly dispatches an employee or broker on a trip ahead of a senior driver, an amount of money equal to the difference between the two (2) starting times at the regular hourly rate of pay between the difference in the trip involved, or whichever is greater, will be paid to the senior employee or broker. In this case, a broker would be paid forty percent (40%) of what he/she and his/her truck would normally receive. No insurance will be deducted from these payments.
- (e) Dispatch will be final the trip report is time stamped by the dispatcher.
- (f) The nightly set up of drivers for the following day will be performed from 5:00 p.m. until completion on weeknights.
- (g) Should additional loads develop through the course of setting up the dispatch, we will go back to the last person called and offer the new work to him/her. To clarify, we will not go to the top of the list, but rather go back only one person so as not to create a domino affect.

**18.3**      MILEAGE IMITATIONS

- (a) A broker shall have the right to decline further work when he/she has accumulated a total of forty-eight (48) hours or 2,000 miles in any week.
- (b) Any General Holiday that falls within the scheduled workweek shall reduce the number of miles driven or hours worked for the purpose of booking off by twelve (12) or four hundred (400) miles for each General Holiday.
- (c) Book off language does not apply to Brokers on bid runs as they will be expected to work at least five (5) days in a week.

18.4 SIXTH (6<sup>th</sup>) SHIFT OPERATIONS:

When all employees and brokers have worked five (5) shifts, senior employees and brokers will be given the first opportunity to work on sixth (6<sup>th</sup>) shift operations. In the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority. Employees and brokers shall not be compelled to accept a sixth (6<sup>th</sup>) shift dispatch, which entails a lay-over.

18.5 CITY PICK-UP and DELIVERY OPERATIONS:

Brokers are to receive their cartage rate for destinations that are within a sixty (60) mile radius of their respective Terminal/Domiciles. Brokers are to receive their mileage rate for destinations that are beyond a sixty (60) mile radius of their respective Terminal/Domiciles. Those destinations in the United States within a seventy (70) mile radius of Windsor will also be paid at the cartage rate of pay. Brokers will not receive cartage pay if he/she is picking up or delivering their highway load from the previous, present, or next dispatch.

18.6 SUNDAY DISPATCHES:

Brokers will be called for any known Sunday night (or early Monday) dispatches on Saturday morning, starting at 9:00 a.m. until the set-up is complete.

18.7 ACCOMMODATIONS:

The Company agrees to pay fifty dollars (\$50.00) to any broker for time held in excess of twelve (12) hours waiting for a load to develop.

18.8 (a) LAY-OVER:

Drivers required to lay-over out of town shall not be dispatched until they have been off duty for eight (8) hours.

(b) REPORTING FOR WORK:

Such brokers shall be allowed one (1) hour without pay to report for work, except where the location of their sleeping quarters makes it necessary to take longer, but at no time to exceed two (2) hours.

(c) DISPATCH RULES:

Employees and brokers who have been laid over out of town shall be dispatched so that when two (2) or more employees and brokers from the same home Terminal/Domicile are available for duty, they will be dispatched in accordance with their seniority.

(d) No broker shall be held over away from his/her home Terminal/Domicile on a General Holiday or on a Sunday, unless by mutual consent.

## ARTICLE 19 - ANNUAL JOB BIDS

19.1 Once each year all employees and brokers will be allowed to bid for any open bid

runs, providing they have the necessary qualifications and seniority. Brokers will not be considered for jobs involving dock work. This clause should in no way be construed as a guarantee of any minimum number of job bids that may be available at any one time. The Company has the sole and exclusive right to determine the number of bids open at any time.

19.2 The Annual Job Bid shall be held annually in the month of March and will be posted for seven (7) days commencing on the first Monday of that month. The document will show the bid runs, which are open. Each employee and broker will be brought into the office in order of seniority to sign the bid at which time he/she must sign the bid and indicate his/her preference. The change of jobs will be effected commencing on the 1<sup>st</sup> Sunday of the month of April. The results of the Annual Job Bid will be posted for at least seven (7) days prior to the annual change and the Union concerned will be given copies when completed. The appropriate Steward will have the authority to sign on behalf of any employee or brokers absent at the time of the annual job bid due to sickness, injury, leave of absence or vacation.

19.3 Employees or brokers will only have their job bids changed if the required qualifications are approved by the Company.

19.4 An employee or broker bumped out of a particular bid as the result of the Annual Job Bid will move to whatever job his/her seniority and qualifications entitle him/her to.



- 19.5 (a) A broker who has signed an annual job bid and been awarded that job, will be limited to three **(3)** further opportunity per year (between annual job bids) to bid onto another job bid.
- (b) When bid job openings occur in any department, coming within the scope of this Agreement, such openings will be posted on the bulletin board for seventy-two **(72)** hours, (Saturdays, Sundays and General Holidays excluded) and the employees or brokers in the department affected shall have the first opportunity of bidding on such job openings and retaining their departmental seniority. The senior qualified employees or brokers from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

Notwithstanding the above, the Company shall put in the owner/operator pay settlement for any new job bid opening covered under the above paragraph out of their domicile.

New work will not be considered as a "Job Opening" until that work has been with the Company for **six (6)** months or at the occurrence of the "Annual Job Bid", whichever comes first. This new work and the new hires which are assigned to it will be posted for informational purposes as these new people begin the run. It is agreed that **six (6)** months thereafter, or at the time of the Annual Job Bid, that **work will be posted for all brokers to bid onto it in their seniority.** It is further agreed that this work is protected from senior brokers bumping onto these runs for that six-month period.

- (c) **An** employee or broker who transfers from one department to another between annual job bids shall be placed at the bottom of the departmental seniority list for work preference only. At the next Annual Job Bid he/she may exercise his/her Terminal/Domicile seniority for all purposes. However, Terminal/Domicile seniority shall be used in the event of a layoff.
- (d) For the purpose of bumping within his/her department, a lay-off for an employee or broker shall be considered as one **(1)** day of no work. He/she may then exercise his/her seniority to bump within their department. Such moves shall be considered temporary and lasting only until such time as the workload on their regular (or bid) job returns to normal.
- (e) If for any reason, the bid run does not materialize, the bid run driver shall exercise his/her seniority on the Open Board operations. The bid run driver will continue to operate on the Open Board operations for that week or until the bid run driver arrives back in his/her home Terminal/Domicile and has had enough time off duty to enable him/her to go back on his/her bid run.

19.6 CALL-IN GUARANTEE:

Brokers covered by this Agreement called in for work shall be guaranteed not less than eight **(8)** hours pay at the cartage rate of pay. On Saturdays, Sundays, and General Holidays, the guarantee shall be four **(4)** hours at the cartage rate of pay.

19.7 RULES and REGULATIONS for HIGHWAY OPERATIONS:

Having regard for the differing operational conditions that may exist from one area to another, the Company and the Union or Unions may institute Rules and Regulations that are mutually agreed on. Such Rules and Regulations must be reduced to writing and signed by the Parties. In the event of any dispute concerning such agreed upon Rules and Regulations, either party to this Agreement reserve the right to rely on the terms of this Agreement, which shall govern.

ARTICLE 20 • **JOB OPENINGS**

**20.1** When bid job openings occur, such openings will be posted on the bulletin board for ~~seventy-two~~ **(72)** hours (Saturdays, Sundays and General Holidays excluded) and employees and brokers shall have the first opportunity of bidding on such job openings in accordance with their seniority. Seniority and qualifications being equal, seniority will be the determining factor in securing such openings and the procedure outlined in Article 19.5 (b).

ARTICLE 21 • **SUPERVISORS**

21.1 SUPERVISORY PERSONNEL:

All Supervisors and Foremen shall be excluded from the Bargaining Unit and will not perform any work which falls within the scope of this Agreement. When Supervisors or Foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

## ARTICLE 22 - PAY PERIOD

**22.1** The interval between pay days shall be no longer than one **(1)** week. However, in the event that the Company changes from a none (1)week pay period to a two **(2)** week pay period, they will meet with the Union to negotiate satisfactory arrangements to assist brokers during the adjustment period.

**22.2** The Company shall issue pay cheques by **2:00 p.m.**, in individual envelopes in such a manner that all brokers shall have at least one (1)full banking day prior to a Saturday or a General Holiday.

**22.3** SHORTAGES:

Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of one hundred dollars **(\$100.00)** will be paid within twenty-four **(24)**hours.

## ARTICLE 23 - GENERAL

**23.1** TIME CLOCKS:

The Company shall maintain a time clock, which shall be accessible to brokers. A broker will have access to his/her current trip sheet card upon request.

**23.2** TIME OFF to VOTE

Personnel shall be allowed time ~~off~~ to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statute.

**23.3** JURY DUTY PAY

If a broker 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 ten **(10)** hours' at the Company Driver's rate of pay, less the amount of jury duty or crown witness pay received.

23.4 PERSONAL INJURIES:

If a broker meets with an accident after starting work incapacitating him/her from carrying out his/her duties, he/she shall be paid one (1) days pay for the day of his/her injury providing he/she is not receiving Compensation Pay for that day. The Company also agrees to supply physician's services or ambulance service to a hospital immediately in cases of serious injury that necessitates the need, and in minor cases the Company shall also supply suitable transportation to the above mentioned services and thence to the broker's residence.

23.5 INVALIDATING LEGISLATION:

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto the relative Section only of this Agreement shall be nullified.

23.6 LUNCH ROOMS and WASHROOMS:

The Company will provide at Company-owned Terminals, a clean, sanitary and adequate lunchroom and washroom. **All** rooms will be provided with adequate heat and fire exits as required by law.

23.7 COMPANY MEETINGS:

The Company shall pay the driver hourly rate to all brokers compelled to attend Company meetings.

23.8 PAY INFORMATION:

The Company will show on the broker's statement, the number of miles and the amount earned by miles, the number of cartage and the total being paid. If the Company changes a trip report, the Company agrees to notify the broker in writing of such change as soon as possible and no later than by pay day. All brokers will be provided with a mileage matrix of major service points.

23.9 PAY for TRAINING:

Where the Company requires a broker to take training, the broker will be paid for all time spent in training at the driver's hourly rate of pay. If the training is with the broker's equipment, training will be paid at the cartage rate.

23.10

ON of IS

Brokers who are discharged will have their discharge and reason confirmed in writing, and their pay will be mailed by registered mail to their last known address within twenty-four **(24)** hours (Saturdays, Sundays and General Holidays excluded) from the time of their discharge.

23.11

PROTECTIVE CLOTHING.

Brokers handling hazardous materials, shall be supplied by the Company with all necessary equipment (i.e. rubber clothing, goggles) to protect the brokers' person.

WORK BOOTS:

Whenever employees are required by the Company or any Government Agency or by any Customer requirements' to wear *safety or work boots*, the Company shall supply one (1) pair per year for all employees **so** required, to a maximum reimbursement amount of one hundred dollars (\$110.00).

Effective, March 10<sup>th</sup>, 2008, the amount shall be one hundred and thirteen dollars (\$113.00); and March 10<sup>th</sup>, 2009, it shall be one hundred and sixteen dollars (\$116.00). It is understood that the work boots may be replaced at anytime in each calendar year, **so** long as it has been at least six (6) months since the last purchase. Such safety shoes or work boots shall be of a type and quality, the standard for which shall be set and adhered to by all Companies party to the Agreement.

23.12

PARKING FACILITIES:

Where parking facilities are presently being provided, they will be maintained.

23.13

SCHEDULES:

Schedules "A", "B", "C" and "D" inclusive, form part of this Agreement.

23.14 MILEAGES:

The employer proposes to continue using the version of P.C. Miler as currently used by the Company as of May **27, 2010**, as long as it remains commercially supportable.

- (a) Mileage rates for all brokers are to be paid according to book miles, as outlined in the P.C. Miler Shortest Route.
- (d) The Greater Toronto area will be divided into three (**3**) zones for the purpose of paying mileage rates.

The West zone will constitute that area bordered on the West by the city limits of the City of Mississauga and on the east by Jane Street.

The Central zone will constitute that area bordered on the West by Jane Street and on the East by the Don Valley Parkway and Highway **407**.

The East zone will constitute that area bordered on the West by the Don Valley Parkway and on the East by the Scarborough city limits.

In all cases the zones will be bordered on the North by Highway **7**.

Mileage rates will be paid to initial point of delivery and hourly rates will be paid for all work performed throughout the **zones** thereafter. Upon departure, mileage rates will be paid from point of departure.

23.15 BONDING:

- (a) Should, the Company require any broker to give bond; the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for a broker within thirty (**30**) days, it must **so** notify the broker in writing. Failure to **so** notify shall relieve the broker of the bonding requirement. If the proper notice is given the broker shall be allowed thirty (**30**) days from the date of such notice to make his/her own bonding arrangements, standard premiums only on said bond to be paid by the Company. **A** standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees and brokers in similar classifications. Any excess premium is to be paid by the broker.
- (b) Where a broker has been bonded and such bond is cancelled due to circumstances, which occurred before the date **of** bonding, such cancellation will not be cause for discharge.
- (e) If a Company institutes a bonding system, present brokers who are on the seniority list **will** not be discharged because **of** failure to obtain a bond.

23.16 **SAFETY:**

- (a) No broker shall be compelled to operate unsafe freight handling equipment or equipment with which he/she is unfamiliar.
- (b) The Company shall not require a person to lift, carry or move anything so heavy or in a manner as to be likely to endanger his/her safety or the safety of any other person.
- (c) No broker shall be penalized if he/she refuses to work under conditions which make-work hazardous or under conditions contrary to the Industrial Safety Act, the Ontario Safety Act of the Canada Labour Safety Code, whichever is applicable.
- (d) In the event, that a Safety Committee is required by the applicable Federal or Provincial Legislation, the Company will establish such a Committee and pay participating brokers at the regular hourly rate of pay for the time required.

23.17 **REST and LUNCH PERIODS:**

**All** brokers must take their thirty (30) minute unpaid lunch break between the fourth (4<sup>th</sup>) and the sixth (6<sup>th</sup>) hour of their tour of duty.

Rest breaks will be fifteen (15) minutes in duration and must be taken as close as is reasonably possible at intervals which are two (2) hours after the start of the broker's shift and two (2) hours after the broker's lunch break.

Brokers may be requested to take breaks or lunch at customer locations with adequate restaurant or cafeteria facilities.

Dependent brokers will be permitted to own more than one (1) truck and have Company approved drivers working for them.

23.18 **BROKERS LEAVING EMPLOY**

Brokers must give the Company at least two (2) weeks notice of their intention to leave. Failure to do so will result in the loss of any un-used license fees and RST fees to a maximum of \$1,000.00 Per week.

**ARTICLE 24 - DURATION**

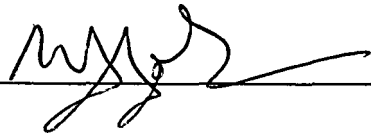
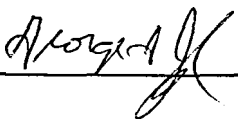
**24.1** Term of Agreement - Three (3) years.

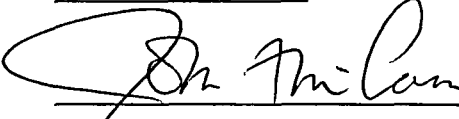
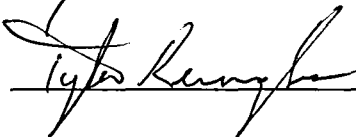
THIS CONTRACT shall become effective on the 1<sup>st</sup> day of July 2010, and shall remain in full force and effect up to and including the 30<sup>th</sup> day of June 2013. Any and all wage increases shall become effective on the 1<sup>st</sup> Sunday following their effective date so as not to have two wage rates in one pay period.

**24.2** Negotiations shall begin within fifteen (15) days following notification for amendments as provided in this Article.

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

DATED AT WINDSOR, ONTARIO, THIS 10<sup>th</sup> DAY  
OF November, 2010.

U I COMPANY  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE "A"**

1. The Company will bear the cost of Worker's Compensation and submit the funds to the Worker's Compensation Board on the broker's behalf.

2. ELECTRONIC MONITORING DEVICES:

If the Company requires Electronic Monitoring devices in a dependent broker's truck, the Company will pay for any such equipment, and the maintenance of same for normal wear and tear.

3. BASE PLATE

Base plate shall be fixed at an amount equal to the cost of an 80,000 lb GVW Rate in the first year of the Agreement and will not increase throughout the duration of the Agreement. Company to pay any plate costs in excess of 80,000 lb GVW.

4. TOLLS:

To be paid by the Company. Any tolls paid in cash will be reimbursed in cash in the currency applicable.

5. FUEL STICKERS:

To be paid by the Company.

6. ALL PERMITS:

To be paid by the Company.

7. MILEAGE RATES:

Effective :	<u>JULY 1, 2010</u>	<u>JULY 1, 2011</u>	<u>JULY 1, 2012</u>
All miles	\$1.10	\$1.10	\$1.10
Cartage	\$38.00/hr	\$38.00/hr	\$38.00/hr

New hires can receive 90% of the full rate in the first year of service and 95% in their second year of service.

Schedule "A" *continued*

8.        INSURANCE PREMIUM:  
Four point five percent **(4.5%)** of gross.
  
9.        WAITING TIME at CUSTOMER LOCATION:  
**Two (2)** hours free and driver's rate thereafter.
  
10.      U.S. CUSTOMS USER STICKER:  
Company paid.
  
11.      EXTRA PICK *UPS* AND DELIVERIES:  
Extra pick-ups and/or deliveries during a mileage rated trip are to be paid at \$16.00 per occurrence after live situations have been satisfied. Extra drops, hooks, and switches will be paid at **\$10.00** per occurrence. Extra drops, hooks and switches will be defined as those beyond the broker's initial and final of the days, as well as those beyond two live situations (live situations now include drops, hooks and switches).
  
12.      U.S. HEAVY USE TAX:  
Company paid (Kentucky, New York, U.S.)
  
13.      FUEL TAX:  
To be calculated individually.
  
14.      FUEL SURCHARGE (*Hereafter F.S.C.*)  
To be based on a base fuel cost of **.50¢** per litre inclusive of all taxes, with the exception of G.S.T. For every two **(0.02¢)** cents per litre movement in fuel the F.S.C. will move one percent **(0.01%)** of the base rate per mile, calculated in point five percent **(0.5%)** adjustments (for every one **(0.014)** cents movement in price). The source will be the Company fuel vendor. Where more than one **(1)** fuel vendor is used, the vendor with the largest share of our business will be used as the official source. The largest vendor is currently Imperial Oil at **sixty-two (0.624)** cents currently.
  
15.      VACATIONS:  
All brokers who have been with the Company for at least one **(1)** year will be entitled to two **(2)** weeks vacation.

## SCHEDULE "B"

### RULES and REGULATIONS

For disciplinary measures, all references to previous disciplinary infractions of Rules and Regulations shall be removed from the broker's record after two **(2)** years.

Nothing in these Rules and Regulations shall deprive a broker of the right to challenge a penalty through the regular grievance machinery. Existing Company Rules and Penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the brokers, except those which are by their nature, the responsibility of the Company.

Any broker requested to sign for the receipt of an incident report may be accompanied by a Steward.

**ALL** penalties and reprimands must be issued to the broker within seventy-two **(72)** hours, Saturdays, Sundays and General Holidays excluded, save and except in the case of an accident as provided below, from the time the infraction became known (tachograph card to be time-stamped) with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

**ALL** penalties will commence on the broker's first scheduled shift in the week following the issuance of the penalty and will be twenty-four **(24)** consecutive hours for each penalty day.

#### 1. ACCIDENTS:

- (a) Accidents for which the broker is at fault or for which his/her action or lack of action is a contributory factor will result in disciplinary action which may range from REPRIMAND to TERMINATION according to the degree of negligence or carelessness and/or frequency of accidents throughout his/her employment with the Company. If the accident is proven to be caused by mechanical failure of the Company's equipment, the Company will then be responsible for wages and expenses if the broker involved is required to appear in Court relating to the accident.
- (b) The investigation of an accident shall not exceed thirty **(30)** days provided the Company has notified the broker and the Union within seventy-two **(72)** hours from the time the infraction became known.

**Schedule "B" continued**

- (c) Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the broker being subject to TERMINATION.
- (d) Brokers involved in accidents will be notified by the Company whether the accident was chargeable or non-chargeable within thirty (30) days after the last day of the month in which the accident occurred.

**2. EQUIPMENT:**

- (a) Failure to properly tarp cargo and equipment"
  - 1<sup>st</sup> offense..... Reprimand
  - 2<sup>nd</sup> offense ..... 1 day off
  - 3<sup>rd</sup> offense ..... 3 days off
  - Subsequent offenses ..... SUBJECT TO TERMINATION
- (b) Failure to report mechanical defects in equipment, if known:
  - 1<sup>st</sup> offense..... 1 day off
  - 2<sup>nd</sup> offense ..... 3 days off
  - 3<sup>rd</sup> offense ..... SUBJECT TO TERMINATION
- (c) Failure to ensure that units are properly hooked up and locking devices engaged and trailer support fully raised
  - 1<sup>st</sup> offense ..... 1 day off
  - 2<sup>nd</sup> offense ..... 3 days off
  - 3<sup>rd</sup> offense ..... 1 week off
  - Subsequent offenses ..... SUBJECT TO TERMINATION

**3. CONDUCT and BEHAVIOUR:**

- (a) Consuming intoxicants or illegal stimulants while on duty or on the Company property:
  - 1<sup>st</sup> offense..... SUBJECT TO TERMINATION
- (b) Reporting for duty while under the influence of an intoxicant or an illegal stimulant:
  - 1<sup>st</sup> offense..... SUBJECT TO TERMINATION
- (c) Theft or willful damage:
  - 1<sup>st</sup> offense..... SUBJECT TO TERMINATION
- (d) Failure to obey instructions of authorized personnel (*names of persons in authority will be posted*):
  - 1<sup>st</sup> offense..... Reprimand
  - 2<sup>nd</sup> offense ..... 1 day off
  - 3<sup>rd</sup> offense ..... 3 days off
  - Subsequent offenses ..... SUBJECT TO TERMINATION

Schedule "B" *continued*

- (f) Deliberate disobedience of orders of authorized personnel:  
1<sup>st</sup> offense..... SUBJECT TO TERMINATION
  
- (g) Discourtesy to a customer (*subject to investigation*):  
1<sup>st</sup> offense..... Reprimand  
2<sup>nd</sup> offense ..... 3 days off  
3<sup>rd</sup> offense ..... SUBJECT TO TERMINATION
  
- (h) Failure to load and unload properly or mishandling freight:  
1<sup>st</sup> offense..... Reprimand  
2<sup>nd</sup> offense ..... 3 days off  
3<sup>rd</sup> offense ..... SUBJECT TO TERMINATION
  
- (i) Failure to move correct trailer to destination - **Loss** of miles and hours necessary to return trailer to destination.

4. REPORTS:

- (a) Deliberate falsification of time cards or trip report:  
1<sup>st</sup> offense ..... SUBJECT **TO** TERMINATION
  
- (b) Failure to properly complete and submit required Company records and documentation:  
1<sup>st</sup> offense ..... Verbal warning  
2<sup>nd</sup> offense ..... Written reprimand  
3<sup>rd</sup> offense ..... **1 day off**  
4<sup>th</sup> offense..... **3 days off**  
5<sup>th</sup> offense ..... **5 days off**  
6<sup>th</sup> offense ..... SUBJECT TO TERMINATION

5. DRIVING BEHAVIOUR:

- (a) Driving at speeds in excess of Government posted speed limits, but **not to** exceed sixty (**60**)miles per hour or **100 km/her**:  
1<sup>st</sup> offense..... Reprimand  
2<sup>nd</sup> offense ..... **1 day off**  
3<sup>rd</sup> offense ..... **3 days off**  
4<sup>th</sup> offense..... SUBJECT TO TERMINATION

6. ATTENDANCE:

- (a) Failure to notify the Company not less than one (1)hour before regular starting time when unable to report for duty withy a reasonable explanation:  
1<sup>st</sup> offense..... Reprimand  
2<sup>nd</sup> offense ..... **1 day off**  
3<sup>rd</sup> offense ..... SUBJECT TO TERMINATION

Schedule "B" *continued*

- (b) **Reporting late for work without reasonable explanation:**
  - 1<sup>st</sup> offense ..... Reprimand
  - 2<sup>nd</sup> offense ..... 1 day off
  - 3<sup>rd</sup> offense ..... 3 days off
  - 4<sup>th</sup> offense..... SUBJECT TO TERMINATION

7. PEARANCE:

- (a) **Failure to report for work clean, with neat, well-trimmed hair, wearing clean well-maintained clothing:**
  - 1<sup>st</sup> offense..... Warning
  - 2<sup>nd</sup> offense ..... Reprimand
  - 3<sup>rd</sup> offense ..... 1 day off
  - 4<sup>th</sup> offense..... 3 days off
  - 5<sup>th</sup> offense ..... SUBJECT TO TERMINATION

**SCHEDULE "C"**

DEPENDENT BROKERS SERVICE AGREEMENT made this \_\_\_\_\_  
Day of \_\_\_\_\_, 2010.

BETWEEN:                   WOLVERINE FREIGHT SYSTEM  
                                  2500 Airport Road,  
                                  Windsor, Ontario, N8W 5E7

*Hereinafter called the 'Company'*

WHEREAS the BROKER is the owner of the tractor type truck being a \_\_\_\_\_  
\_\_\_\_\_ and bearing the serial number \_\_\_\_\_

and desires to place the said tractor truck for the use of the Company, and WHEREAS the Company is a Public Carrier and desires to use the **BROKER** and the said tractor truck in the operation of its' business for the hauling of certain goods:

WITNESSETH that in consideration of the mutual covenant herein contained, the parties hereto do covenant and agree each with the other as follows:

1.           The provisions of this Agreement shall be effective from the date hereto until terminated by either party as hereinafter provided.
2.           The Broker covenants and agrees with the Company as follows:
  - (a)         The Broker shall, as a dependent broker furnish to the Company hereto, together with driver personnel and all of the necessary labour to perform the transportation, loading and unloading on behalf of the Company, of such commodities as the Company may from time to time make available to the broker. The Company shall exercise every reasonable effort to furnish the broker, for transportation by the broker's equipment, as much traffic as is reasonable possible so that the broker shall be able to keep the equipment in reasonable regular use under the terms of this Agreement. However, nothing contained herein shall be construed as imposing and obligation on the Company to furnish the broker any specific number of loads of freight for transportation by the broker.

Schedule "C" *continued*

- (b) The Company shall obtain licenses for Provincial, Inter-Provincial and International Freight Transportation.
- (c) The Broker covenants that he will personally drive and operate the said truck on such route or routes, hauling such trailer or trailers in the transportation of freight or otherwise as the Company may direct, and shall not permit any other person or persons to drive or operate the same. Save as the Company may consent to in writing.
- (d) The Broker shall not use said truck for any purpose or purposes other than as set put in this Agreement or directed by the Company, in writing.
- (e) The Broker must have written permission from the Company to allow another driver to drive his truck.
- (f) The Broker will comply with, and obey, all laws, by-laws, and regulations governing the operations of said truck, and shall be responsible for and personally pay and satisfy all fines and assessments made, imposed, levied, or charged against him for the violations of any law, by-law or regulation, save and except only where said breach is caused by the action of the Company.
- (g) The Broker shall not enter into any agreement with any other Company or individual engaged in truck transport, to haul freight, goods or trailers, without the express written consent of the Company.
- (h) The Broker shall observe and maintain proper behaviour and must use his/her best efforts at all times to advance the business of the Company.
- (i) The Broker shall complete and deliver to the Company such haulage, mileage, and other reports as the Company may require, at times as stipulated by the Company.
- (j) The Company shall pay to the Broker weekly, those rates as specified in Schedule "A". The Company shall have the right to deduct from this amount, a sum equal to the amount owed or payable by the Broker to the Company pursuant to any of the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the amounts will include monies expended by the Broker for the purchase of fuel, repairs or other articles of merchandise from the Company.
- (k) In the event the Broker no longer hauls for the Company, the Company may retain all hold-back monies becoming payable to the Broker until the 25<sup>th</sup> day of the second month after your departure, and the Company shall have the right to offset this amount against any monies payable or becoming payable by the Broker to the Company, or in respect of which the Company is entitled to be identified by the Broker.



Schedule "C" *continued*

Should any fines, penalties or other monies owed by the Broker come to the attention of the Company after the Broker has left the service of the Company, the Broker will remain liable, and that debt shall be paid.

- (l)** If for any reason, these debts are not paid, and the Broker rejoins the Company, these monies are duly authorized to be deducted from subsequent settlements.
- (m)** Each of the parties shall execute and grant all documents and assurance and do all things reasonably necessary to give full effect to the true intent and purpose thereof.
- (n)** *ALL* equipment furnished to the Broker by the Company for use in performance of this Agreement shall be returned to the Company in the same condition as received by the Broker, reasonable wear and tear excepted.
- (o)** The Broker and the Company warrant that they possess the unrestricted right to enter into this Agreement and render full performance hereunder.
- (p)** The Broker warrants that the equipment is complete with all required accessories, is in good, safe and efficient operating condition, and complies with all applicable laws and regulations of the Ministry of Transportation, the Interstate Commerce Commission and all other regulatory bodies having jurisdiction over the Company's operations.
- (q)** The Company agrees to obtain policies of Insurance coverage for public liability, property damage, cargo insurance, trailer insurance, tractor insurance and comprehensive insurance; and the Company agrees to pay all premiums necessary to maintain such policies, provided:

  - i) The Broker is eligible and remains eligible for standard rates in respect of such policies.
  - ii) With respect to any claim for public liability, property damage and/or collision, the Broker is required to pay as per the Company Insurance Policy deductible in force.
- (r)** At all times, and for all purposes, the Broker is an Independent Contractor.
- (s)** The Broker shall be subject to all rules and regulations placed into force by the Company from time to time. Any change in such Rules and Regulations shall be given to the Broker either with his statement, or by prepaid Registered Mail delivered to the Broker at the last address given by the Broker to the Company. Any Rules and Regulations applied by the Company shall not be in contradiction of the Collective Agreement.

Schedule "C" *continued*

- (t) The Company hold-back shall be make by the deduction of One Hundred Dollars (~~\$100.00~~) from each pay statement submitted by the Broker to the Company until the sum of Two Thousand Dollars (~~\$2,000.00~~) has been accumulated. In the event of termination, this holdback will be held by the Company until the 25<sup>th</sup> day of the second month after you leave, and may be used by the Company to pay any monies, which should be paid by the Broker and are charged to the Company.

To guarantee payment of the holdback fund, the Company will have its financial institution issue a Letter of Guarantee to the appointed Broker's Committee. This Guarantee will legally assure payment of holdback monies to the appointed Broker's Committee for payment to the respective brokers. This letter of Guarantee shall be renewed annually, and a list containing the balance payable to each broker shall be provided to the appointed Broker's Committee by the Company.

- (u) The Company reserves the right to have Broker's Trucks painted Company colors on sixty (~~60~~) days notice under the following circumstances:
- i) The Broker is ordering a new truck.
  - ii) The Broker is having his truck painted.
  - iii) The Brokers truck has by normal standards become faded.
- (v) The Broker will pay all costs and expenses of operating said truck according to the provisions of this Agreement.
- (w) The Broker shall and will be responsible for checking the loading of any trailer hauled by him/her to ensure that the same is properly loaded for correct axle weights and that the goods are in proper condition.
- (x) The Broker will reimburse the Company forthwith for all costs and expenses for the licensing of said truck, premiums for insurance thereon, and for all permits required in the operation of said truck pursuant to the terms of this Agreement.
- (y) The Broker will be responsible for reimbursing the Company for all damaged Company equipment, cargo being transported, or public liability, up to the full amount of the insurance deductible. Without limiting the generality of the foregoing, this shall be deemed to include damage caused by improper handling, excessive speed, recklessness, careless driving, tires run flat or while short or air, and for the loss of tires or wheels during a trip.

3. It is a particular condition and provision hereof that the Broker does not have the right and shall not, at any time, pledge the credit of the Company nor incur bills, accounts or liabilities in its name or its behalf.

Schedule "C" continued

- 4. The Company shall not be responsible for, nor shall it be deemed to assume any lien, charge or encumbrance, on, over, or against said tractor truck.
- 5. The Broker shall report to the Company any and all accidents involving property damage, bodily injury and cargo damage or loss forthwith. "Forthwith" shall be construed to mean as soon after the accident as is practical in the circumstances.
- 6. This Agreement shall be interpreted according to the Laws of the Province of Ontario.
- 7. Notice to either party hereunder shall be deemed to have been given three (3) days, after delivery to the post office of a registered letter addressed to the party at their respective address on Page 1 of this Agreement.
- 8. I am aware of the Deductible and Penalties listed below in full agreement thereof:

- \$4,000.00 ..... Deductible on a trailer
- \$4,000 00 ..... Deductible on a tractor
- \$4,000.00..... Deductible on cargo
- 4.5%..... Four point Five percent of **Gross Pay** for Insurance
- \$4,000 00 ..... Deductible for fire and theft
- \$4,000.00..... Deductible on PL and PD

There is a maximum of **\$4,000.00** Deductible "**Per Occurrence**".

The Insurance Deductible will be reduced to \$3,000.00 after two (2) years of no preventable accidents on his/her driving record.

Signed \_\_\_\_\_ (Broker)

Dated \_\_\_\_\_, 20 \_\_\_\_\_

Witness \_\_\_\_\_

**WOLVERINE FREIGHT SYSTEM**

**BROKER'S NAME** \_\_\_\_\_ **PHONE#:( )** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **POSTAL CODE:** \_\_\_\_\_

**SOCIAL INSURANCE NUMBER** \_\_\_\_\_

**DRIVER'S LICENSE #:** \_\_\_\_\_

**TRACTOR NO.:** \_\_\_\_\_ **MAKE:** \_\_\_\_\_ **YEAR:** \_\_\_\_\_

**SERIAL NO.:** \_\_\_\_\_

**TRAILER NO.:** \_\_\_\_\_ **MAKE:** \_\_\_\_\_ **YEAR:** \_\_\_\_\_

**SERIAL NO.:** \_\_\_\_\_

**BROKER CONTRACT SIGNED:** \_\_\_\_\_

**PERMITS ISSUED:** \_\_\_\_\_

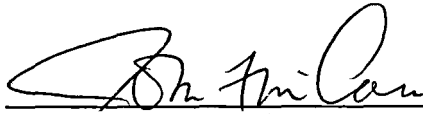
**INSURANCE CARD ISSUED:** \_\_\_\_\_

**HIRE DATE:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**WHO ARE CHEQUES MADE PAYABLE TO:** \_\_\_\_\_

**THIS AGREEMENT shall be binding upon the parties hereto.**

**WITNESSED in the presence of:**

A handwritten signature in black ink, appearing to read "John M. Carr", is written above a horizontal line.

**President**

---

**Operations Manager**

---

**Broker**

SCHEDULE "D"

LETTER OF UNDERSTANDING

Between

JOHN-JOHN TRANSPORTATION SERVICES INC.  
(And related Companies)  
*(hereinafter referred to as the "Company")*

And

TEAMSTERS UNION LOCAL #880  
*(hereinafter referred to as the "Union")*

RE: LONG HAUL BID

1. The Company and the Union agree to implement a Long Haul Bid Operation which will be operated by strictly Dependant Brokers.
2. The bidding procedure will be conducted under the Terms of Article 19, of the Collective Agreement.
3. The terms and conditions of each bid will be negotiated prior to the implementation of same between the Company and the Union.

The Company and the Union agree that this Letter of Understanding shall be part of the Collective Agreement between the parties and any violation of this letter shall be subject to the Grievance Procedure.

4. Brokers will be given preference for runs which are two hundred and sixty (260) miles each way from shipper to consignee.

Dated at Windsor, this 15<sup>&-</sup> day of November, 2010.

FOR THE COMPANY

[Signature]  
[Signature]

FOR THE UNION

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

Between

TEAMSTER UNION LOCAL #880

And

JOHN, JOHN TRANSPORTATION SERVICES INC.

c.o.b. as CAN-AM SERVICES and

**591182 ONTARIO LIMITED**

c.o.b. as WOLVERINE FREIGHT SYSTEM, WINDSOR, ON

Whereas the parties agree to the removal of "DEPENDENT BROKER" from the recognition of Article 1.1 of the Collective Agreement.

Whereas the parties agree that the condition of the removal of "DEPENDENT BROKER" is for the payment of Employer Health Tax paid by the Company.

The parties agree that if the conditions change on the current structures and payments on the Employer Health Tax, that the Company shall bear all costs associated with such tax.

HEALTH & WELFARE BENEFITS:

**80/20%** Co-Pay on drug benefit.

PLATES:

Commencing March **1<sup>st</sup>, 2011**, the Company will pay the full cost of the Base Plate. In the event a broker leaves the Company, the Broker will be responsible for paying the pro-rated amount of any unused, non-refundable portion of any plate fees remaining to the following March.

Letter of Understanding - *continued*

The parties further agree that the removal of Article 5 - Bereavement, Article 15 - Uniforms, Article 20 - Payment of General Holidays, Article 21- Vacations with pay, are those that are incorporated in Longevity Bonus.

In the event the Company initiates a Uniform Policy, the costs of such policy shall be that of the Company.

Dated at Windsor, this 15<sup>th</sup> day of November, 2010.

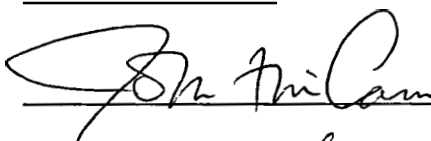
**FOR THE COMPANY**

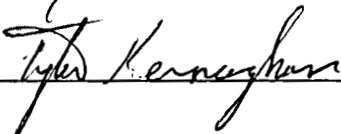
  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_



**IMPORTANT NOTE:**

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

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

IT 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 "

49