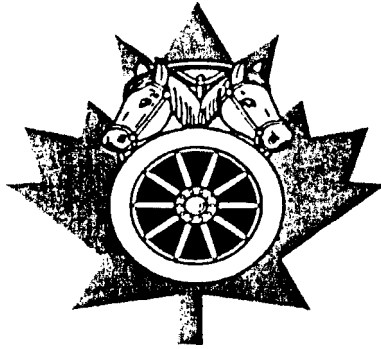


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**OVERLANDEXPRESS  
WINDSOR OFFICE AGREEMENT**

BETWEEN

**OVERLAND EXPRESS**

(hereinafter referred to as the “**Company**”)

- and -

**TEAMSTERS LOCAL UNION 879  
(WINDSOR)**

(hereinafter referred to as the “**Union**”)

Duration: March 1, 2010 to February 28, 2013

13539(02)

## INDEX

ARTICLE 1 – PURPOSE.....	3
ARTICLE 2 – RECOGNITION.....	3
ARTICLE 3 – MANAGEMENT RIGHTS.....	5
ARTICLE 4 – DISCRIMINATION.....	5
ARTICLE 5 – STEWARD.....	5
ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION.....	6
ARTICLE 7 – SENORITY.....	8
ARTICLE 8 – STRIKES AND LOCK-OUTS.....	9
ARTICLE 9 – STATUTORY HOLIDAYS.....	10
ARTICLE 10 – VACATIONS WITH PAY.....	11
ARTICLE 11 – HOURS OF WORK AND WORK WEEK.....	13
ARTICLE 12.....	13
ARTICLE 13.....	14
ARTICLE 14 – GENERAL.....	15
ARTICLE 15 – HEALTH AND WELFARE.....	16
ARTICLE 16 – PENSION PLAN.....	17
ARTICLE 17 – DURATION.....	17
LETTER OF UNDERSTANDING.....	18

## ARTICLE 1 – PURPOSE

### Section 1.1

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 procedure and conditions of employment.

## ARTICLE 2 – RECOGNITION

### Section 2.1

The Company recognizes the Union as the exclusive bargaining agent for all office and clerical employees of Overland Express at its terminal office at Windsor, Ontario, excluding foremen, dispatchers, supervisors and those above the rank of supervisor, secretary to the Branch Manager, office maintenance personnel and sales staff.

### Section 2.2

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of the Agreement as a condition of employment.

### Section 2.3

**All** employees 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 day, 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.

### Section 2.4

All employees 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 employees from whom the money was deducted at the same time as the Union dues are remitted.

### Section 2.5 (a)

The Company agrees for the duration of the Agreement to deduct from the last pay cheque each month the monthly dues of any employee 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 employees from whom the monies were deducted not later than the tenth (10<sup>th</sup>) day of the month following the date upon which such monies were deducted. The check-off list will include social security numbers and names designated by terminals within the jurisdiction of each Local Union.

#### Section 2.5 (b)

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 deduction of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.

#### Section 2. 5 (c)

The Union will supply the Company with a supply of printed check-off forms (as in Appendix "B" of this Agreement) 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 employee hired on since the remittance of the previous check-off along with the starting date and the Company shall give an explanation along side 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.

#### Section 2. 5 (d)

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms (as in Appendix "B"), all of this shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership Forms are returned to the Union.

#### Section 2. 5 (e)

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees.

The company shall show the yearly Union monthly dues deductions on employees' T4 slips.

#### Section 2. 5 (f)

The check-off and cheques for the Union dues deducted, must be in the office of the Local Union not later than the tenth (10<sup>th</sup>) day of the month following the month in which the monies were deducted. If the check-off and cheque has not arrived by the tenth (10<sup>th</sup>) day of the month, the Local Union Secretary-Treasurer will by registered mail so notify the delinquent Company who will ensure that the Company remits the cheque within seven (7) days of receipt of the notification.

## ARTICLE 3 – MANAGEMENT RIGHTS

### Section 3.1

The Union recognizes that the Company has the exclusive right to manage its business and to exercise all of the customary prerogatives of management except those specifically delegated to the Union by this Agreement.

## ARTICLE 4 – DISCRIMINATION

### Section 4.1

No person shall be refused employment, or, in any manner be discriminated against in accordance with the Canadian Bill of Rights.

### Section 4.2

The Union agrees that except with the consent of the Company no official of the Union and no person authorized by the Union shall enter the Company's premises to engage in Union activities on the Company's premises or during working hours, subject to the right of the Steward to perform such functions as are outlined in this Agreement.

### Section 4.3

The Company shall not unreasonably refuse permission to any authorized representative of the Local Union who, upon request, wishes to enter the Company's premises during the normal hours of work for the purpose of administration of this Agreement.

## ARTICLE 5 – STEWARD

### Section 5.1

The Company acknowledges the right of the Union to appoint Steward(s) from those persons covered by this Agreement.

### Section 5.2

It shall be the Steward's duty to process grievances as outlined in the terms of this Agreement. The Stewards may discuss Union membership with any new employee covered by the terms of this Agreement but this duty shall in no way conflict with their other duties as employees of the Company and they shall accordingly be held responsible for the performance of work to the same quantity and quality as any other employee of the Company.

### Section 5.3

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

### Section 5.4

The Company shall notify the Union by registered mail or telegram 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.

## ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION

### Section 6.1

In this Article a grievance shall consist only of a dispute concerning interpretation and application of any clause of this Agreement, alleged violations of this Agreement and alleged discrimination against any employee contrary to the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a valid grievance within the provision of this Agreement, such question may be taken up through the grievance procedure and determined, if necessary by arbitration. At all times, there shall be an honest effort on the part of both parties to settle any grievances promptly through implementing the following steps.

- (a) Any employee who feels he or she has a justifiable complaint must discuss the complaint with the Office Manager no later than forty-eight (**48**) hours (Saturday, Sunday and Statutory Holidays excepted) from the time the act complained of did occur. The employee may be accompanied by his or her steward if he or she wishes. The Office Manager shall give his or her answer to the complaint within twenty-four (**24**) hours (Saturday, Sunday and Statutory Holidays excepted) from the time the discussion took place.
- (b) Failing settlement as in Step (a) as outlined above, the Steward and the grievor shall meet with the Branch Manager or his or her appointee within forty-eight (**48**) hours after a decision has been made by the Office Manager (Saturday, Sunday and Statutory Holidays excepted). The grievance must at this stage be submitted in writing to the Branch Manager and it must be signed by the grievor.
- (c) If a grievance is not settled after implementing steps (a) and (b) outlined above, it shall be referred to the General Manager or his or her designate of the Company within fourteen (**14**) calendar days from the date the grievance was presented in writing to the Branch Manager.
- (d) Should the parties fail to reach a satisfactory settlement in the preceding steps of the Grievance Procedure, the final settlement of the grievance can be submitted to a Board of Arbitration.

## Section 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 the duly accredited official of the Union to assist in discussing settlement of any dispute.

## Section 6.3

It shall be the responsibility of any party desiring to effect arbitration to inform the other party in writing not later than five (5) calendar days after the last discussion on the grievance between the Union and the General Manager or his or her designate. A Board of Arbitration shall in this event be immediately established consisting of one appointee of the Union and one appointee of the Company and a third member to act as Chairman of the Board of Arbitration appointed on the recommendation of the first two appointees. Should the members fail to select a Chairman within fifteen (15) calendar days after the request in writing for arbitration, the members shall request the Minister of Labour to name a Chairman of the Board of Arbitration.

## Section 6.4

The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. It is understood, however, that in the event a matter is properly arbitrable, the Board of Arbitration may render any decision it deems just so as to effect a binding and final solution to any dispute.

## Section 6.5

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 their Chairman.

## Section 6.6

Both parties to this Agreement agree it is in the interest of both parties to make all reasonable effort to eliminate grievance problems with the least possible delay.

## Section 6.7

The Company shall not be responsible for the payment of time used by any employee covered by this Agreement during investigation and settlement of grievances.

## Section 6.8

It is understood that management has the right to present a grievance in writing to the Union in the event it alleges a violation of the Agreement by the Union, its agents, or representatives or any of the employees covered by this Agreement.

### Section 6.9

Within seven (7) calendar days of receipt of notice of intent to arbitrate under Section 6.3 the grieving party may elect to proceed to arbitration by a one-man board of arbitration. Should the parties fail to appoint the one-man board of arbitration within thirty (30) days after this date, either party shall request the Minister of Labour to make the appropriate appointment.

## ARTICLE 7 – SENORITY

### Section 7.1

The purpose of seniority regulations in this Article is to provide a policy governing layoff and/or recall of employees covered under the terms of this Collective Agreement. In the event of a reduction of the work force covered by this Agreement, the Company will attempt to initiate layoffs in order of seniority. For example, the most junior employee in the bargaining unit would be the first laid off, etc. The use of seniority on layoffs will be dependent on the senior employee having the necessary skill and ability to perform the work available. During layoff, any recall to work will look to recall the most senior employee available, providing that employee is able to perform the work which is required at the time of recall.

The Company agrees it will not exercise the rights given out here in a discriminatory manner. In the event any employee is laid off and recalled out of order of seniority as the result of the Company exercising its discretion to assess skill ability, efficiency and qualifications to fill available positions, the Company shall send notice to the Union advising them of the action taken. Any such notice shall be mailed by the Company to the Union prior to a layoff or recall taking place.

### Section 7.2

Seniority shall include all persons working with the bargaining unit providing, however, the employees have completed a probationary period of forty-five (45) calendar days.

Employees shall not be placed on a seniority list until they have completed their probationary period. Once placed on the seniority list, an employee's seniority date shall date back to the date of hiring.

### Section 7.3

In effecting any lay-offs, the Company shall consider the seniority of employees and in the event the skill, ability, efficiency and qualifications of two employees are equal, seniority shall be the determining factor.

### Section 7.4

In the event any employee is promoted outside the bargaining unit and is then returned to a job classification covered by the bargaining unit, his or her seniority shall accumulate during the period he or she was not covered by the terms of this



Agreement, provided that any such accumulation of seniority shall not exceed a period of twelve (12) months.

### Section 7.5

Any employee shall lose his or her seniority standing and his or her name shall be removed from the seniority list for any of the following reasons:

- (a) If the employee voluntarily quits.
- (b) If the employee is discharged and is not reinstated pursuant to the Grievance Procedure.
- (c) If an employee has been laid off and failed to return within three (3) days after he or she has been notified to do so by registered mail sent to his or her last known address with the Company. It shall be the employee's responsibility to at all times keep the Company informed as to his or her current home address. For the purposes of this clause, the notification day shall be deemed to be the day on which the notice is mailed by the Company to the last known address of the employee. It is understood, however, that failure on the part of the employee to return to work under this clause due to personal illness shall not result in an employee being removed from the seniority list, provided that the Company may in its discretion require the employee to provide a Doctor's certificate.
- (d) If an employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence.
- (e) If an employee is absent from work, without securing a leave of absence for more than three (3) consecutive working days.
- (9) If an employee has been laid off for a period extending beyond two (2) years.
- (g) If an employee accepts gainful employment other than that mutually agreed upon by the Company and the Union while on leave of absence.

## ARTICLE 8 - STRIKES AND LOCK-OUTS

### Section 8.1

It is agreed between the parties that there shall be no lock-out by the Company or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the employee. The Union on behalf of its agents, officials and representatives agrees that there shall be no attempt on their part to call or authorize or encourage, support or counsel any unlawful strike or slowdown in work.

## ARTICLE 9 – STATUTORY HOLIDAYS

### Section 9.1

Employees shall be given the following holidays with pay:

New Year's Day	Thanksgiving Day
Good Friday	Day before Christmas
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	New Year's Eve
Labour Day	Family Day

### Section 9.2

In the event any employee is required to work on any of the aforementioned holidays, he or she shall be paid at the rate of time and one-half his or her regular rate of pay in addition to receiving his or her statutory holiday pay.

### Section 9.3

When a general holiday falls on a weekday other than a Monday or Friday, the Company may at their discretion, upon one week's notice to the Union, move the general holiday for all employees to either the Monday or the Friday within the week the general holiday occurs.

### Section 9.4

An employee shall be eligible for statutory holiday pay only if:

- (a) he or she has been in the employ of the Company for forty-five (45) calendar days; and
- (b) he or she has not been laid off for a period longer than (30) calendar days prior to the holiday.
- (c) he or she has not been absent from work due to sickness or injury for a period longer than six (6) months prior to the holiday.

### Section 9.5

In the contract year commencing March 1988, each regular employee will be entitled to one (1) Floating Holiday in each such contract year.

In each such contract year, such floating holiday shall be scheduled on a day that is mutually agreed upon between the Company and the employee.

## ARTICLE 10 – VACATIONS WITH PAY

### Section 10.1

The Company will grant employees covered by this Agreement, vacations in accordance with the following schedule:

- (a) Vacation pay for employees with less than one (1) year's employment.

All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Standards Code as of July 1965 or any subsequent amendment thereto.

- (b) Employees who have completed one (1) year of employment shall receive two (2) weeks vacation with pay.
- (c) Employees who have completed five (5) years of employment by November 30<sup>th</sup> in any year shall receive three (3) weeks vacation with pay; however, if an employee has not completed five (5) years of employment when taking his or her vacation, the pay for the third (3<sup>rd</sup>) week shall be delayed until the fifth (5<sup>th</sup>) anniversary date of employment.
- (d) Employees who have completed ten (10) years of employment by November 30<sup>th</sup> in any year shall receive four (4) weeks vacation with pay; however, if an employee has not completed his or her ten (10) years of employment when taking the vacation, the pay for the fourth (4<sup>th</sup>) week shall be delayed until the tenth (10<sup>th</sup>) anniversary date of employment.
- (e) Employees who have completed eighteen (18) years of employment by November 30<sup>th</sup> in any year shall receive five (5) weeks vacation with pay; however, if an employee has not completed his or her eighteen (18) years of employment when taking his or her vacation, the pay for the fifth (5<sup>th</sup>) week shall be delayed until his or her eighteenth (18<sup>th</sup>) anniversary date of employment.
- (f) Employees who have completed twenty-five (25) years of employment by November 30<sup>th</sup> in any year shall receive six (6) weeks vacation with pay; however, if an employee has not completed the twenty-five (25) years of employment when taking his or her vacation, the pay for the sixth (6<sup>th</sup>) week shall be delayed until his or her twenty-fifth (25<sup>th</sup>) anniversary date of employment.

### Section 10.2

Vacation pay for those enjoying two (2) weeks vacation, three (3) weeks vacation, four (4) weeks vacation, five (5) weeks vacation and six (6) weeks vacation with pay annually, shall be calculated at four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%), and twelve per centum (12%) respectively of their total earnings for the year previous to their vacation.

Section 10.3 – ii Pay for Employees Terminating Employment

Employees who have qualified for two (2), three (3), four (4), five (5), or six (6) weeks vacation and who sever or have severed their employment after they have become qualified for two (2), three (3), four (4), five (5), or six (6) weeks vacation as the case may be shall receive, at the date of the severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%), and twelve per centum (12%) respectively of their earnings since the termination of their last computed vacation pay.

Section 10.4

The choice of vacation periods shall be by seniority and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so. It shall not be mandatory, however, for employees to take vacations during this period.

Employees choosing their vacation periods in other than the summer vacation periods shall be allowed to do so in accordance with their seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he or she would like for his or her vacation. The final vacation schedule shall be posted by the Company not later than April 1<sup>st</sup> of each year.

Summer vacation period shall be June, July, August, September and October, inclusive.

- (a) employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation period:
- (b) it shall be compulsory for all employees to take their vacations during the period from February 1<sup>st</sup>, to January 31<sup>st</sup>;
- (c) vacation pay and General Holiday pay will be considered as earnings;
- (d) employees while on vacation cannot be called in to work.

Section 10.5

If a statutory holiday falls within an employee's annual vacation, an extra day with pay will be provided either at the beginning or end of the vacation or at some other time, whatever is agreeable to the Company having regard to the Company's obligation to at all times maintain an efficient working force.

Section 10.6

All monies paid for vacation shall be paid by separate cheque.

## ARTICLE 11 – HOURS OF WORK AND WORK WEEK

### Section 11.1

The normal working week shall be either Monday through Friday or Tuesday through Saturday. Each will be considered as five (5) working days of seven and one-half (7-1/2) hours each, and in the event that employees are required to work longer, they will be paid at a rate of one and one-half (1-1/2) times for all hours worked in excess of seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week.

### Section 11.2

For employees assigned to a Monday to Friday shift, work commencing Saturday and Sunday will be considered as premium days. For employees assigned to a Tuesday to Saturday shift, work commencing Sunday and Monday will be considered premium days. For all hours worked on a premium day a rate of one and one-half (1-1/2) times the hourly rate will be paid.

### Section 11.3

Employees may be provided with one-half (1/2) hour for lunch without pay. In addition, there will be one (1) rest period of fifteen (15) minutes before noon and one (1) rest period of fifteen (15) minutes after noon. Rest periods will be provided without **loss of pay**.

### Section 11.4

It is understood that the Company does not guarantee to provide for any employee the normal number of days of work per week and in the event any employee is not required to work his or her full number of days, he or she shall be paid only for the number of days he or she works.

## ARTICLE 12

### Section 12.1 – Change of Shift Bids

- (a) In March of each year, all employees will be allowed to bid on shifts in accordance with seniority and qualifications. Each employee will be brought into the office in order of seniority to sign the bid, at which time he or she must sign the bid and indicate his or her preference. The transfer of employees will be effected commencing on the first Sunday of the month of April.
- (b) In the event there is a dispute over qualifications referred to in (a) above, the Company and the Union agree to meet, prior to implementation, to resolve the dispute.

Section 12.2

When a job becomes available, the position will be offered on a seniority basis. In offering the work in this manner, the Company reserves the right to first offer work to senior employees who already possess the skill and ability to perform the work.

Section 12.3 – Part-time Employees

A part-time employee will be considered any employee who regularly works less than a thirty-seven and one-half (37-1/2) hour week unless the part-time employee is working a thirty seven and one-half (37-1/2) hour week to replace a regular full-time employee.

It is further agreed that the number of part-time employees will be limited to one (1) part-time position for every three (3) full-time positions.

Section 12.4

The Company agrees that the qualified part-time employees may apply for full-time openings and will be given first opportunity to fill the openings on the basis of their qualifications to do the work. Likewise, full-time employees may apply for part-time **job** openings and will be given first opportunity for the openings on the basis of their qualifications to do the work.

Section 12.5

An employee transferring from part-time to full-time status will be placed at the bottom of the seniority list. If an employee moves to full-time status, the days worked will be used in the calculation of the probationary period.

ARTICLE 13Section 13.1 – Rates of Pay

The Company agrees to maintain and the Union agrees to accept, subject to the conditions contained in Article 13.2, for the duration of the Agreement, the scale of wages set out below:

<u>Date</u>	<u>First 90 Days</u>	<u>After 90 Days</u>
March 1, 2010	14.82	15.82
March 1, 2011	14.97	15.97
March 1, 2012	15.28	16.28

<u>Classification 2</u> Billing Junior Clerical		
<u>Date</u>	<u>First 90 Days</u>	<u>After 90 Days</u>
March 1, 2010	14.17	15.17
March 1, 2011	14.32	15.32
March 1, 2012	14.62	15.62

<u>Date</u>	
March 1, 2010	14.17
March 1, 2011	14.32
March 1, 2012	14.62

### Section 13.2 – Supervisory Personnel

Supervisors are primarily responsible for supervising and it is agreed that no supervisor, foreman, dispatcher, secretary to the branch manager, sales staff, or any other person excluded from the bargaining unit will perform bargaining unit work with the result of the loss of regular hours or overtime hours.

Overtime will be offered to full-time qualified regular employees on a seniority basis.

### Section 13.3

Employees shall be classified in 1 or 2 on the basis of duties regularly performed. **All** work performed in a higher classification will be paid at the appropriate rate of pay. Any work in excess of two (2) hours per day in a higher classification will be paid at the appropriate rate of pay for the entire day.

### Section 13.4

It is agreed between the Company and the Union that before any job is permanently re-assigned or becomes redundant there will be a meeting with the affected people.

## ARTICLE 14 – GENERAL

### Section 14.1

The Company shall provide adequate and proper washroom, lunchroom, and other facilities in accordance with the Factory, Building Shop and Office Building Act.

### Section 14.2

The Company will grant leaves for employees with child care responsibilities according to the provisions of Section 59.2 of the Canada Labour Code.

### Section 14.3 – Jury Duty

If an employee is called and is required to serve on jury duty or as a crown witness on his or her normal working day, the Company agrees to pay the equivalent of a seven and one-half (7-1/2) hour day at straight time, less the amount of jury duty pay received for hourly rated employees.

### Section 14.4

In the event of a death in the immediate family (mother, father, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law), an employee will be given the necessary time *off* work and will be paid three (3) days at the regular rate of pay providing that the period between the day of death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

## ARTICLE 15 – HEALTH AND WELFARE

### Section 15.1

The Company agrees to pay the basic cost of coverage provided by the Ontario Health Insurance Plan. To be eligible for payment, employees must:

1. Have been in the employ of the Company for forty-five **(45)** calendar days;
2. Have not been laid *off* for a period of longer than thirty (30) calendar days;
3. Have not been absent from work due to injury or sickness for a period longer than six (6) months.

### Section 15.2

The Company agrees to provide a Health and Welfare Plan for all employees who have completed their forty-five (45) day probationary period equal to that provided by the Teamsters Local 879. It will be the obligation of the Union to keep the Company advised of all changes in the Plan so that employee benefits may be updated and changed accordingly.



ARTICLE 16 – PENSION PLAN

Effective March 1, 2002 the Company will establish a “money purchase” type of pension plan for eligible full-time employees covered by this Agreement. To become eligible to join the Plan an employee must have one year company service.

The contribution schedule for the Pension Plan will be as follows:

	Employee Share	Company Share
Employees with one (1) or more years' service but less than five (5) years service in the Plan.	2% of regular earnings per week.	2% of regular earnings per week.
Employees with five (5) or more years' service but less than ten (10) years' service in the Plan.	4% of regular earnings per week.	4% of regular earnings per week.
Employee with ten (10) years' service or more in the Plan	5% of regular earnings per week.	5% of regular earnings per week.
Details of the Pension Plan will be provided to the employees and the Union as soon as they are available.		

ARTICLE 17 – DURATION

The term of this Agreement shall be from March 1, 2010 to February 28<sup>th</sup>, 2013. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Dated at MISSISSAUGA this 25 day of MARCH, 2010.

FOR THE COMPANY:

R. H. O'ROURKE  
D. Parn

FOR THE UNION:

Francis [Signature]  
Shil [Signature]

LETTER OF UNDERSTANDING

between

OVERLAND EXPRESS  
(hereinafter referred to as the "COMPANY")

and

TEAMSTERS UNION LOCAL 879  
(hereinafter referred to as the "UNION")

This will confirm the agreement that in the months prior to the annual Change of Shift Bid per Section 12.1, the Company will provide sufficient opportunity to those employees wishing to cross train in other job classifications.

This agreement is not intended to change or supersede the collective agreement but is intended to provide an opportunity for employees to exercise bidding rights per Section 12.1 on the next annual bid, due to the reduced staff levels in recent months.

It is further agreed that the time allotted for cross training shall be at the discretion of the Terminal Manager. It shall not take precedence of the Terminal Manager. It shall not take precedence over the efficient operation of the terminal but shall be allowed whenever time, trainers, and circumstances permit.

DATED at MISSISSAUGA this 25 day of MARCH, 2010.

FOR THE COMPANY:

R.H. O'Connell  
D. P. ...  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

Frank ...  
J. O. ...  
\_\_\_\_\_  
\_\_\_\_\_

18