

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF July 2014.

B E T W E E N :

DON ANDERSON HAULAGE LIMITED
(hereinafter referred to as the "Company")

Party of the First Part:

- and -

THE EMPLOYEES ASSOCIATION OF
DON ANDERSON HAULAGE LIMITED, LOCAL 3019
OF THE CANADIAN NATIONAL FEDERATION
OF INDEPENDENT UNIONS
(hereinafter referred to as the "CNFIU")

Party of the Second Part:

The Parties hereto agree with each other as follows:

ARTICLE 1 - RECOGNITION

1.1 The Company recognizes the CNFIU Local 3019 as the sole and exclusive bargaining agent for all employees of Don Anderson Haulage Limited working at or out of Stouffville or Gormley, Ontario, excluding foremen, those above the rank of foremen, office and sales staff, and students employed during the school vacation period.

1.2 The term "employee" shall mean all employees, save and except foremen, those above the rank of foremen, office and sales staff, and students employed during the school vacation period.

1.3 Work normally performed by the employees shall not be performed by supervisory, office and sales staff, foreman, those above the rank of foreman, students employed during the school vacation period, sub-contractors and independent contractors not contracted directly with the Company, while bargaining unit employee's able to perform the work are laid off unless it is to provide assistance on an occasional emergency basis.

1.4 The effective date of this Agreement shall be July 1, 2014 and the terms shall be from this date to April 30, 2018.

1.5 The Company and the CNFIU each agree that the purpose and the intent of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to promote co-operation and harmony, to provide machinery for the prompt and equitable disposition of grievances,

and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.

ARTICLE 2 - CNFIU SECURITY

2.1 It is agreed by the Company that all employees of the Company covered by this Agreement must become and remain members of the CNFIU in good standing during the life of this Agreement as a condition of employment.

2.2 The Company agrees that all employees hired on or after the signing of this Agreement, shall be placed on both the Company seniority list and the relevant Divisional seniority list, and thereby acquire seniority status as soon as their probationary period is completed and shall remain as members in good standing of the CNFIU for the duration of this Agreement as a condition of employment.

2.3 The Company further agrees to inform all newly hired employees that CNFIU membership is a condition of employment after forty-five (45) working days or seventy-five (75) calendar days whichever comes first. The Company shall introduce new employees to a Union representative during this period.

2.4 The Company agrees for the duration of this Agreement to deduct dues in the amount of two (2) hours at the base rate per employee per month in equal instalments from each of the first two pay periods of each month and to remit such monies so deducted to the CNFIU and the local along with a check off list of employees from whom monies were deducted not later than the fifteenth (15th) day of the month following the date upon which such monies were deducted. Employees who work less than eighty (80) hours per month will have ten (\$10.00) dollars deducted from their first pay period of the month. In the case of an employee on Workers' Compensation, the check off shall indicate that such employee is on "W.S.I.B.". The form of the check off list shall be provided by the CNFIU.

2.5 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 will give an explanation alongside the name of each employee who appeared on the previous month's check off sheet for whom a remittance is not made for any reason.

2.6 The CNFIU shall supply Applications for Membership forms, Dues Deduction Authorization Forms, all of which 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 Applications for Membership forms are returned to the Association. All forms shall be returned to the CNFIU within fourteen (14) days from the date of hire.

2.7 The deduction of Dues shall be made from every employee excluding students working during school vacation. Probationary employees are required to pay dues.

2.8 The Company shall show the Dues deduction on employee's T4 slips.

2.9 The Company agrees to provide up to date pay and deduction codes accompanied by thorough explanations as changes are made to all new employees and yearly with T4's and as changes are made.

2.10 The CNFIU will advise the Company of any employee who is exempt from paying dues according to the CNFIU by-laws.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.1 The CNFIU recognizes that the Company has the 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 maintain order, direct the work force and establish and enforce reasonable rules and regulations, to hire, classify, transfer, lay off and promote employees, except to the extent that the said rights and prerogatives have been modified and limited by this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

3.2 The Company agrees that in no case shall they exercise any of the above responsibilities of Management contrary to any of the terms and conditions of this Agreement.

3.3 The above clause shall not deprive the CNFIU or an employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4 - DISCRIMINATION

4.1 There shall be no discrimination interference, restriction, coercion, harassment, intimidation or stronger disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, marital status, family status, conviction for an offence for which a pardon has been received, or membership or activity in the Union.

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

ARTICLE 5 - DATA TO BE SUPPLIED TO AND BY THE CNFIU

5.1 The Company will supply, monthly, to the CNFIU and the local the following information

concerning employees, probationary employees, part time employees, and employees working during school vacation.

- (1) who was hired;
- (2) who completed his/her probationary period;
- (3) divisional changes;
- (4) those who transferred into or out of the CNFIU ;
- (5) who went on leave of absence;
- (6) who was off on disability or compensation and the date each went off;
- (7) those laid-off and recalled;
- (8) those who lost seniority; and
- (9) those who retire, with their home addresses.

5.2 In January of each year, the Company will supply the CNFIU with a list of names and addresses of all active employees.

5.3 The Company will inform the CNFIU when supervisors change.

5.4 The CNFIU will inform the Company, in writing, of changes to any executive, steward or committee members.

ARTICLE 6 - STEWARDS

6.1 The Company acknowledges the right of the CNFIU to appoint or otherwise select one (1) steward and one (1) alternate steward for each current Division and any new division created. (Heavy division & Shop division)

6.2 Wherever possible grievances shall be processed during the normal working hours of the steward. A steward or alternate steward shall receive his/her regular 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 CNFIU and the Company.

6.3 If the Company representative is unable to meet the steward or alternate steward during the stewards or alternate stewards normal working hours, the steward or alternate steward shall be paid at his/her regular 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 the CNFIU and the Company.

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

ARTICLE 7 - CNFIU COMMITTEES

7.1 The Company recognizes the right of the CNFIU to appoint or otherwise select both a Negotiating Committee and an Executive Committee and the Company undertake to recognize and deal with both these Committees. These Committees shall consist of reasonable numbers. The Company agrees to pay for all time spent in the aforesaid Committees in Company called meetings as well as negotiations with the Company relating to this Agreement, amendments to this Agreement, subsequent Collective Agreements and grievances.

ARTICLE 8 - GRIEVANCE PROCEDURES

8.1 The grievance procedure herein provided is among the most important matters in the successful administration of this Agreement. The Company and the CNFIU therefore agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of the grievance arising in respect of the interpretation, application, administration, or alleged violation of this Agreement. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

8.2 A "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

8.3 Grievance Procedure

- Step 1
- (a) An employee who has a grievance shall first discuss it with his/her steward/Executive Committee. The steward/Executive Committee shall, within seven (7) working days of the receipt of the grievance, discuss it with the President or Vice-President of the Company. If the grievance is settled during the discussion, the President or Vice-President of the Company and the steward/Executive Committee will acknowledge the settlement, in writing. If the grievance is not settled during the discussion with the steward/Executive Committee, the President or Vice-President of the Company shall have ten (10) working days to provide his/her decision, in writing, to the steward/Executive Committee.
 - (b) When the CNFIU has a grievance, a member(s) of the Executive shall discuss it with the President or Vice-President of the Company. If the grievance is settled during the discussion, the President or Vice-

President of the Company and the member(s) of the Executive will acknowledge the settlement in writing. If the grievance is not settled during the discussion with the member(s) of the Executive, the President or Vice-President of the Company shall have Twenty (20) working days to provide his/her decision, in writing, to the CNFIU.

Step 2 If the CNFIU is not satisfied with the decision of the President or Vice-President of the Company, as provided in Step 1 herein, the CNFIU will submit the grievance in writing to the President or Vice-President of the Company within ten (10) working days from receipt of the decision of the President or Vice-President of the Company.

Step 3 Within Twenty (20) working days after the Company's receipt of the written grievance, the Grievance Committee will meet to discuss same. The Grievance Committee shall consist of at least two (2) CNFIU representatives (the members of the Grievance Committee may not be directly involved with the grievance in question) and at least (1) Management representative. The Company agrees to pay those committee members while meeting with the Company officials on matters arising out of or relating to the disposition of the grievance.

Step 4 If a settlement is reached by the Grievance Committee it will be acknowledged in writing and signed by all members of the Grievance Committee. If a settlement is not reached within fifteen (15) working days after the commencement of its discussions by the Grievance Committee, a mutually agreed arbitrator will be appointed pursuant to the provisions of the Canada Labour Code. The arbitrator's decision will be final and binding on all parties. The costs of the arbitrator will be paid for by the unsuccessful party.

8.4 A settlement reached at any stage of the grievance procedure shall be final and binding upon all parties thereto including the grieving employee, and shall not be re-opened, if the settlement is in writing and is signed by the Company and the CNFIU, unless all parties agree in writing to do so.

8.5 Both the Company and the CNFIU have the right to follow this procedure as outlined in Section

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

8.7 Any employee covered by this Agreement approached by management for any discussion

regarding grievances, disciplinary action, potential disciplinary action, or anything relating to this Agreement must be accompanied by a Steward, a member of the executive committee or full time representative of the CNFIU.

8.8 An employee grievance must be submitted in writing to the President or Vice-President of the Company within thirty (30) days from the date that the employee first becomes aware that a possible grievance exists in order for the said grievance to be valid.

8.9 A CNFIU grievance must be submitted in writing to the President or Vice-President of the Company within thirty (30) days from the date that the CNFIU first becomes aware that a possible grievance exists in order for the said grievance to be valid.

ARTICLE 9 - ARBITRATION

9.1 Where a matter is referred to Arbitration pursuant to Article 8.3, step 4, the referral shall be by notice in writing to the other party and such notice shall specify the names of two (2) persons whom that party would like to see act as the Impartial Arbitrator. The party receiving the notice shall either agree with one of the names in the notice or propose two (2) other persons to act as the Impartial Arbitrator. If the parties fail to agree on an Impartial Arbitrator, the appointment shall be made by the Canada Labour Relations Board upon request of either party.

9.2 The Impartial Arbitrator shall hear and determine the grievance and shall issue a decision, which shall be final and binding upon the parties and the employees.

9.3 The Impartial Arbitrator shall not have the authority to make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of the Agreement.

9.4 The Impartial Arbitrator shall have the authority to make monetary awards or grant remedies which are just and equitable and which are consistent with the provisions of this Agreement.

9.5 The cost of the Impartial Arbitrator shall be borne by the unsuccessful party.

9.6 Mediation. Notwithstanding the process outlined in Article 9, the parties may, by mutual consent, enlist the services of a med-arb specialist who shall meet with the parties in an attempt to have the matter resolved. The timelines outlined in Article 9 shall be postponed until such times as it has been determined that the mediation process has failed.

ARTICLE 10 - STRIKES, LOCKOUTS AND PICKET LINES

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

employees.

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

10.3 The CNFIU recognizes the right of the Company to protect its business and the property of its customers.

ARTICLE 11 - MERGERS

11.1 If the Company acquires by way of purchase or in any other manner the business or undertaking of any other Business Entity (or Corporate Entity) and such operations are merged all employees of the company being purchased will be dovetailed with employees of Don Anderson Haulage Limited for the purpose of seniority. All new employees will receive 50% of their seniority with their current company up to a maximum of 10 years. Merged for this purpose means, two or more transportation companies merged together.

ARTICLE 12 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

12.1 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. In the event of failure to reach agreement on such rates, the Company shall establish the rates and such discussion shall be deferred to the next formal contract negotiations.

ARTICLE 13 - BULLETIN BOARDS

13.1 The Company agrees to permit the posting of any notices of Association meetings or functions on a separate Union Bulletin Board, conspicuously placed and provided for that purpose, provided they are authorized and signed by an officer of the CNFIU.

ARTICLE 14 - EQUIPMENT SAFETY

14.1 It is to the mutual advantage of both the Company and the employee that employees shall not operate equipment which is not in safe operating condition and not equipped with the safety appliances required by law. Equipment declared unsafe by a Supervisor will not be put back into service until necessary repairs have been completed.

ARTICLE 15 - SAFETY AND HEALTH

15.1 The Company and the CNFIU recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. The Company shall ensure that qualified first aid training is available to employees. The Company agrees to train and the CNFIU agrees to partake in the training of a sufficient number of employees to ensure that qualified first aid treatment is available during all hours of operation. The Company shall supply a list of all trained employees to the Union in January of each year.

15.2 It is understood that there is a specific obligation on the part of the employees to immediately report to the Company any accident which involves damage to any vehicle or equipment or Company property or damage to cargo being handled by an employee. The employee is also responsible to immediately fill out all accident reports as required by the Safety Supervisor.

15.3 In the event that an employee alleges the existence of any unsafe practices, conditions or equipment, the employee is obliged to report such practice, condition or equipment to the Company through the Safety Supervisor or Shop Manager and the Supervisor or Shop Manager shall record the complaint in writing with a copy to the Safety Committee. The Company will undertake to investigate the allegation immediately and within reasonable time take whatever steps are deemed necessary to correct unsafe practice, conditions or equipment. The employee will not be required to operate equipment that is not in sound operating condition or work under conditions that are unsafe. The determination in respect to the condition of equipment (or unsafe conditions) shall rest with the Safety Supervisor or Shop Manager.

15.4 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices and other equipment to safeguard employees from injury shall be provided by the Company and placed in an accessible location. The employees will advise the Company forthwith if there is any problem with any of the safety equipment as soon as it comes to the employee's attention. The employees acknowledge that they are required to use all protective devices and equipment in the performance of their duties.

15.5 If an employee meets with an accident after starting work incapacitating him/her from carrying out his/her duties, he/she shall be paid his full day's wages for the day of his injury providing he is not receiving compensation pay for that day. If the injury prevents the employee from working, the Company shall supply his transportation directly from work premises to a hospital or doctor, and then to his residence.

15.6 A joint Health and Safety Committee shall be constituted and shall consist of an equal number of representatives of the Company and of the CNFIU selected by the Executive Committee, which shall identify potential dangers and recommend means of improving the health and safety of employees. The Committee shall meet monthly. Time spent in such meetings is to be considered

time worked. Minutes must be taken of all meetings and copies must be sent to the Company and the CNFIU.

15.7 No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the *Canada Labour Code*.

15.8 A member of the Health and Safety Committee, appointed by the Executive Committee in conjunction with Management, shall be trained as a Certified Health and Safety representative and have the right to participate in a workplace accident investigation.

ARTICLE 16 - HOLIDAYS

16.1 An employee shall be compensated for time lost as a result of one of the following holidays being observed on his/her regularly scheduled workday. The foregoing shall be subject to the other qualifying requirements of this Article 16. Compensation shall be in accordance with the Canada Labour Code. (For employees who have worked the previous twenty working days, they will be paid the equivalent of the employee's standard rate of ten and one-half(10 ½) hours for Heavy division, Escort employees and eight (8) hours for Shop division, provided he/she complies with the qualifications set forth in Article 16.2. For Employees who have not worked the previous twenty working days they will receive the average number of hours worked up to a maximum of the hours listed above. If a designated holiday falls on Saturday or Sunday, the employee shall be paid for the holiday at his/her standard rate as set out herein, or the Company may declare an alternative day as being the paid Holiday to replace one of the specific days listed in this Agreement, provided, however, that in so doing, the Company shall give adequate prior notice to the Association and to the employees. The designated holidays are:

Christmas Day	Canada Day
Boxing Day	Civic Holiday (which replaces Remembrance Day)
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	

16.2 In order to qualify for payment for any of the holidays designated in Article 16.1, the employee must work the full scheduled shift of the declared work shift immediately preceding and immediately following the holiday, unless absent because of bonafide illness or injury or approved leave. The Company may require a medical certificate, at their option, as proof of sickness or injury.

16.3 An employee who performs work on one (1) of the holidays designated in Article 16.1 hereof shall be paid at the rate of time and one half (1-1/2) plus holiday pay and such work shall be at the discretion of the company. The Company, in agreement with the employee, may have the employee take an alternate day off in lieu of the holiday pay portion of his/her payment.

16.4 Any employee who requests one day off will be required to fill out a form.

ARTICLE 17 - VACATIONS

17.1 The choice of vacation period shall be according to seniority provided that it does not conflict with the Company's obligations to maintain an efficient working force. For greater certainty it is understood that there will be no more than four (4) heavy division drivers, one (1) night shift mechanic and one (1) day shift mechanic on vacation at any given time.

17.2 Employees with less than one (1) year continuous service as of June 30th in any year shall be granted vacation pay in accordance with the *Canada Labour Code*.

17.3 An employee having at least one (1) year continuous service with the company as of June 30th of any year shall be entitled to two (2) weeks' vacation. Vacation pay will be computed at the rate of four percent (4%) of the employee's earnings with the Company in the twelve (12) month period immediately preceding such June 30th.

17.4 1) An employee having at least five (5) years continuous service with the Company as of June 30th in any year shall be entitled to three (3) weeks' vacation. Vacation pay will be computed at the rate of six (6%) of the employees earnings with the company in the twelve (12) month period immediately following such June 30th.

2) Where the employee's fifth year anniversary date falls after June 30th the employee shall receive three weeks' vacation. Vacation pay will be computed at four (4%) percent up to his/her anniversary date and at six (6%) percent from the anniversary date.

17.5 1) An employee having at least ten (10) years continuous service with the Company as of June 30th in any year shall be entitled to four (4) weeks' vacation. Vacation pay will be computed at the rate of eight per cent (8%) of the employee's earnings with the Company in the twelve (12) month period immediately following such June 30th.

2) Where the employee's tenth year anniversary date falls after June 30th the employee shall receive four weeks' vacation. Vacation pay will be computed at six (6%) percent up to his/her anniversary date and at eight (8%) percent from the anniversary date.

17.6 If holidays are booked, they must be taken at that time. If they are not wanted or taken, the Company must be notified at least two (2) weeks prior to the holiday date. These holidays will then be offered to the next person on the seniority list who has not had an opportunity to take holidays.

17.7 The Company agrees that the senior employee in each division will choose his/her vacation and then choose in descending order of seniority. The schedule of each division will be circulated

commencing February 1, of each year and each employee must be prepared to book his/her vacation when they receive the schedule. Once the employee has booked his/her vacation he/she cannot ask for a time that someone else has booked. All vacations to be booked by March 31 of each year. Once the employee has booked his/her vacations the employee shall not be forced to work or change his/her vacations. If an employee wishes to change his scheduled vacation with another employee he may do so provided it does not interfere with the proper running of the business. The Company will post on the Bulletin Board immediately after the March 31 signing.

17.8 The Company agrees to pay the total accumulated vacation pay for each year on the week following the last pay period in June of each year. The last pay period in June includes a pay period where five or more of the days worked are in June. This payment shall be made as a separate payroll deposit and is subject to an adjustment for amounts paid out under section 18.6.

ARTICLE 18 - SENIORITY

18.1 There shall be two types of seniority within the Company, namely Divisional seniority and Company seniority. It is agreed that there are two divisions within the Company, namely the Heavy division and Shop division. There shall be a seniority list for each of these divisions and another seniority list for the Company.

18.2 The Heavy Division shall consist of four Subdivisions, Heavy Haul, Light Heavy Haul, Semi & Escort. Heavy Haul includes all drivers who haul oversize loads, including but not limited to Scheuerle, Aspen's, Tank Trailers, Steering Dollies, and 4 axle tractor float moves. Light Heavy haul includes all drivers who haul legal float moves, operate steering dollies and the tank trailers. Semi drivers include those who haul semi loads or tilt n loads. Escort drivers are employees who escort oversized loads. Drivers in the Heavy Haul Subdivision will have a higher seniority for the purposes of call in than Drivers in the Light Heavy Haul Subdivision. Drivers in the Light Heavy Haul Subdivision will have a higher seniority for the purposes of call in than Drivers in the Semi Subdivision. Drivers in the Semi Subdivision will have a higher seniority for the purposes of call in than drivers in the Escort Subdivision. Drivers in the Heavy Haul, Light Heavy Haul & Semi Subdivisions are not allowed to bump Escort Division employees on days when they are on call unless they have greater Company seniority. They will be paid the bumped Escort Drivers Rate. This will only be allowed if skill and ability is not an issue.

The four subdivisions will only be used to determine how many drivers are needed on a given day. Once the number of drivers for a given day is determined the Company seniority will be used for the Daily Dispatch.

18.3 The Company seniority commences the first day of hire and is used for length of vacation and severance purposes.

18.4 An employee's Company seniority date remains unchanged for as long as the employee is

retained on the active or inactive payroll of the Company, regardless of any moves which he/she may make between jobs, shifts, locations, or division.

18.5 Divisional seniority is accumulated from the date of regular employment within the division and shall be used in the event of layoffs and recall, for job bidding purposes and choosing vacation. Regular employment commences on the date of hire for a new employee or on the date an employee notifies the company and the Association, in writing, that he/she wishes to switch divisions on a permanent basis.

18.6 An employee's Divisional seniority date will remain unchanged for as long as the employee is retained on the active or inactive payroll of the Company regardless of any moves which he/she makes between jobs or shifts within the division. Any employee that switches or transfers from one division to another shall be placed at the bottom of his/her new Divisional seniority list and shall maintain his/her status with respect to the Company seniority list.

18.7 Notwithstanding 18.5, in the event of the Company deciding to close the operation of a division, an employee shall have the right to have his divisional seniority transferred to a division where he/she has the skills and the ability to perform the work.

18.8 Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of the Agreement and shall be employed on a probationary basis for forty-five (45) working days or Seventy-five (75) calendar days, whichever comes first, during which period he/she may be terminated or disciplined without recourse to the grievance procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the 45th working day or 75th calendar day, the employee shall be placed on the regular Company and Divisional seniority lists as of the date of commencement of his/her probationary period.

18.9 The appointment or selection of employees for supervisory positions or any position not subject to the provisions of this Agreement is not covered by this agreement, but if any employee on a seniority list is so transferred or appointed and later is transferred back to a position which is governed by this Agreement, then such employee shall retain all accumulated seniority if they return within twelve (12) months of accepting the position outside of the bargaining unit. Employees shall be allowed to leave the bargaining unit once during the life of the collective agreement.

18.10 An employee shall lose all seniority and service rights if:

- (a) an employee voluntarily quits;
- (b) if the employee is discharged for just cause;
- (c) if the employee fails to report to work for three (3) consecutive working days without an acceptable reason. (The onus is on the employee to make contact with the Company. If they are unsuccessful in contacting the Company they are to contact the CNFIU or the local.);

- (d) if a laid-off employee fails to return to work after recall within two (2) working days from notification requiring him/her to return to work or fails to advise the Company within the aforesaid two (2) days of his/her intention to work within five (5) working days without a reasonable cause;
- (e) if for a period of twenty four (24) consecutive months, the employee does not perform any work for the company unless disabled or on Workers Compensation;
- (f) if an employee fails to work immediately after the expiration of any leave granted to him/her, without a reasonable cause; or
- (g) if he/she retires or is retired;
- (h) if the employee is terminated and paid severance pay in accordance with the Canada Labour Code.

18.11 If an employee is terminated or resigns either party shall have a forty-eight hour cooling off period, during which time they may revoke the termination or resignation and be reinstated to their previous job with their previous seniority.

18.12 A) It shall be the duty of the employee or laid-off person to notify the Company promptly, in writing, of any change of address and telephone number. If an employee or laid-off person fails to do this, the Company will not be responsible for failure of a notice to reach him/her and any notice sent by the Company's personnel department shall conclusively be deemed to have been received by the employee or laid-off person.

B) The Company will use its best efforts to give the CNFIU Local 3019 and any affected employee at least five (5) days' notice of lay-off, except for lay-off of less than one (1) day.

- C) Whenever it becomes necessary to decrease the work force, the Company shall either:
 - (a) execute layoffs in each division in the following order: All of the "summer students" will be laid off first, then all the part time employees, followed by all of the probationary employees, and then all full time employees will be laid off in reverse order of divisional seniority, such that those with the least seniority of the division are laid off first, provided those remaining employees with more seniority are able and willing to do the work available, or
 - (b) terminate employee's employment in accordance with the provisions of the Canada Labour Code and the collective agreement.

D) Employees who have been laid off in accordance with the above provisions, and have not been terminated in accordance with the provisions of the Canada Labour Code, shall be recalled to work by the Company in line of seniority opposite to which they were laid off (i.e. last employee laid off, first employee recalled) when it becomes necessary for the Company to re-increase its working force, provided they are able and willing to do the work available. All of the employees must be recalled to work in their previous position, before any summer student, part time employee or probationary employee may be hired or re-hired by the Company.

E) The Company will provide the CNFIU Local 3019 with a list of employees to be laid off, recalled and/or terminated, as well as any cancellation of such notices.

18.13 If a laid-off employee informs the Company and the CNFIU, in writing, that he/she does not want to be recalled until a certain date, because he/she has obtained alternate seasonal employment, and the Company wishes to recall an employee, the Company shall recall the next employee on the seniority list. As a result of requesting to not be recalled, the employee shall switch places on the seniority list, on an interim basis, with the recalled employee until such time as both employees are working full time with the Company. At that time, the employees will be placed back in their original position on the seniority list. If the Company wishes to recall an employee who does not want to be recalled until a certain date in the future the employee must return to work in accordance with Article 18.10.

18.14 It is further understood that Company and Divisional seniority lists will be prepared at the signing of each contract and on an annual basis thereafter. Up-dated lists will be provided to the Association on a more frequent basis if requested in writing by the CNFIU.

18.15 The President, Vice President, and Secretary/Treasurer of the Local 3019 shall be deemed to have the highest seniority with respect to both the Divisional seniority list and the Company seniority list, and the Company agrees to and acknowledges the above stated seniority principal for the purpose of layoffs, recall, daily call in and any other matter contained in this Agreement. Such seniority shall be maintained so long as the employees maintain the positions of President, Vice-President and Secretary/Treasurer of the Local.

ARTICLE 19 - LEAVE OF ABSENCE

19.1 (a) "Leave of Absence" shall mean an absence from work requested by an employee in writing and consented to by the Company. Leave granted shall be in writing covering a specific period of time. Leave of absence shall be at the discretion of the Company and shall be without pay or any other form of compensation or benefits, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. The Company will not exercise its discretion in an unfair or discriminatory manner.

(b) An application for leave of absence is to be made in writing at least fourteen (14) days in advance of the date on which the employee desires to leave, except in case of an emergency. A copy of the leave of absence is to be given to the CNFIU Local 3019.

19.2 Sick Leave

If an employee is unable to work due to illness or some other legitimate reason, it is

his/her responsibility to contact the supervisor with an explanation of the pending absence, giving as much notice as possible. The absence must be reported each day unless an understanding has been established as to the expected duration of absence. The Company may request a doctor's certificate, paid for by the Company for any employee absent more than three (3) days.

19.3 Bereavement Leave

An employee with established seniority who suffers a loss in his/her immediate family, shall be granted up to three (3) working days leave of absence with pay for purposes of making funeral arrangements and/or attending the funeral. "Immediate family" for the purposes of this Article shall mean:

Mother	Father
Spouse	Children
Mother-in-law	Father-in-law
Step-mother	Step-father
Brother	Sister
Grandmother	Grandfather
Grandchildren	Stepchildren
Common Law Spouse	

19.4 Jury Duty

An employee covered by this Agreement who is required to serve on a Jury shall be deemed to be excused from attendance at work for those days he/she is required to serve and shall receive pay at his/her regular hourly rate of ten and one-half (10 ½) hours for Heavy Division and Escort Employees, eight (8) hours for Shop Division and the average of the daily payment for the three weeks preceding for Bulk and Steel divisions, for any regular straight time working hours lost in direct result of such service. The employee is obliged to turn over to the Company any funds received on account of attendance, providing:

- (a) that he/she notified the Personnel Office not later than one (1) working day immediately following receipt of notice to serve for jury duty, and
- (b) that he/she contacts his/her Supervisor promptly at any time he/she is temporarily excused from attendance at Court during his/her normal time and further providing that he/she furnishes the Company with certification by a proper authority of the date and any and all payments received for such service.

19.5 Court Appearances

If subpoenaed as a witness, you are granted the required time off with pay as set out in 19.4. A leave of absence without pay will be granted if you are required to appear in court as a

plaintiff, defendant or voluntary witness.

ARTICLE 20 - HEALTH and WELFARE

20.1

The Company agrees to purchase the present benefits from the Power Sector Benefit Trust. The Company agrees to pay the following costs for Family coverage 2014 - \$373.96; 2015 \$391.24; 2016 \$408.52 and 2017 \$425.80 during the life of the contract. The Company agrees to pay the following costs for Single coverage 2014 \$257.15; 2015 \$274.43; 2016 \$291.71 and 2017 \$308.99 during the life of the contract.

The Company reserves the right to terminate the benefits with the Power Sector Benefit Trust at any time throughout the term of this contract and provide comparable benefits through another service provider. The Company undertakes to use its best efforts to work jointly with the Union and obtain a mutually agreeable benefit package.

If an employee is not laid off, the Company shall cover 100% of the cost of the benefits as long as an employee works a minimum of ten (10) days in a month. If an employee does not work a minimum of ten (10) days in a month, the employee will be responsible for one hundred (100%) percent of the cost of the benefits for the month in question.

If an employee anticipates being laid off, it is the employee's responsibility to contact the Benefit Department of the Company to advise in writing that they wish to remain on or be removed from the benefits. Any employee wishing to remain on benefits must provide a written authorization to have the cost of the benefits deducted from their vacation pay or in the alternative pay for the benefits in advance. If the Company does not receive written instructions from an employee, the employee will have his or her benefits terminated at the time of layoff and then re-instated when the employee returns to work.

The benefits for each employee will be paid monthly up to and including the third month after an employee becomes disabled. If the employee wishes to remain on benefits after the third month the employee must pay the cost of the benefits to the Company in advance, or make alternate arrangements acceptable to the Company.

If an employee is terminated, laid off or quits the cost of the benefits for the following two months will be deducted from the employees pay.

20.2 Substance Abuse

The Company and the Association recognize substance abuse as a serious medical and social problem that can affect employees, and they have a strong interest in encouraging early treatment and assisting employees toward full rehabilitation. All employees must abide by the terms and

conditions as set out in the Company Alcohol & Drug Policy.

20.3 Incapacitated Employees

In the event an employee becomes permanently physically handicapped and is unable to continue his/her job, exception will be made in favour of such employee on the following basis:

- (a) If a job vacancy occurs, which an incapacitated employee can perform, he/she will be placed in the job without the necessity of a job posting.
- (b) A Doctor's certification of disability from the employee's own doctor must be submitted.
- (c) An employee placed on a job because of a disability will have that disability reviewed semi-annually.
- (d) where a job can be accommodated
- (e) The employee will be paid a wage in accordance with the appropriate wage for their new position within the Company.

The Company will review all the circumstances with the Association, before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

ARTICLE 21 - SPECIAL CONDITIONS ATTACHING TO HEAVY DIVISION AND ESCORT DRIVERS

21.1 The Company shall provide drivers in the Heavy division and Escort division with three (3) pairs of coveralls bi-weekly and shall be responsible for the costs of laundering same. The Company shall supply coveralls to meet customer requirements.

21.2 The Company agrees that it shall pay for all over load tickets based upon axle weight, if the employee has exercised due diligence.

21.3 Drivers shall pay for all overload tickets based upon weight unless they have been instructed by the Company to proceed with the load, given an incorrect weight by the customer or the weight of the load is unknown.

21.4 The Company agrees that it shall pay for all tickets received by employees due to the Company's faulty equipment that would not be detected by the daily circle check or daily operation of the truck by its driver. Any tickets received by employees due to the Company's faulty equipment that would have been prevented by a circle check or should have been identified by the daily operation of the truck will be the responsibility of the driver involved.

21.5 If an employee obtains a ticket that should have been prevented through the exercise

of a circle check or common sense, the employee will be responsible for the cost of the ticket. In addition, the Employee will attend court on his own time if requested by the Company.

21.6 The Company agrees to supply up to ten (10) pair per year (three (3) pair of rubber gloves and seven (7) pair of leather gloves).

21.7 Every time a driver returns to the yard throughout the day you must mark the time on your daily worksheet. Employees will be paid up to one-half hour when they return to the yard at the end of each day. This time will be allowed for fuelling, parking your vehicle, dropping and/or hooking up trailers, handing your paperwork into dispatch and obtaining your dispatch for the next day. If you require any additional time your daily worksheet must be approved in writing by your supervisor. If you are dropping and/or hooking up to any trailer other than a flatbed or drop frame (float, steering dolly, jeeps, flower pot, Scheuerle) you will be paid the time taken to complete the hook up as long as the information is marked on your work sheet including a description of the work performed and the units involved.

ARTICLE 22 - SPECIAL CONDITIONS ATTACHING TO SHOP DIVISION

22.1 The Company shall pay for the costs of supplying and laundering eleven pairs of coveralls, five shirts and five pants bi-weekly for the shop division employees.

22.2 The Company agrees to supply two hydro parkas as needed to be kept in the shop premises for use by employees on Company business during winter months.

22.3 The Company agrees to supply winter gloves for employees in the Shop division.

22.4 The Company is responsible for one hundred percent (100%) of the cost of repair of air powered tools and torque wrenches utilized by mechanics in the course of the performance of their ordinary job duties. The employee must be employed by the Company for one year for this provision to take effect.

22.5 Mechanics shall be allowed a reasonable period of paid time in order to meet with representatives on the mobile tool truck and to discuss with them new technology relating to the use of tools in the performance of their normal job functions.

22.7 When driving, Mechanics will be paid the rate of pay for the Shop Division if the shift is during their normal working hours. If the shift is not during the mechanics normal working hours they will be paid the rate of pay for the Division they are working in. All overtime will be calculated on a daily basis.

22.8 The Company will insure the mechanics tools (to a total value of Twenty-Five Thousand per mechanic) left on the premises on the condition that the tools are itemized on a list, photographed and provided to the Shop Manager. The deductible is \$5,000.00 per occurrence with a

maximum of \$3,500.00 for any one item. Coverage is subject to Replacement Cost for any item 5 years old or newer. It is the mechanics responsibility to keep a copy of the itemized list of tools and pictures (with a time stamp on all copies) as proof of providing the list to the Company.

22.9 The Company will supply all drill bits and saw blades used in the shop.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

23.1 A) Employees in the Heavy division and Escort employees shall be paid overtime at the rate of one and one half (1-1/2) times the employee's straight time rate of pay, on overtime hours incurred after 52.5 hours. Hours worked on a shift are included in the hours of the day on which the shift ends. Employees in the Shop division shall be paid overtime at the rate of one and one half (1-1/2) times the employee's straight time rate of pay, on overtime hours incurred after the standard 40 hours. Employees in the Shop division who also work in the Heavy division will have their overtime determined on a daily basis. While in the shop they will receive overtime after eight (8) hours per day. When working in the Float division an employee will receive overtime after ten and one-half (10.5) hours per day.

B) A Weekend Work Form will be posted on Monday of each week. As of 8:00 am on Friday we will offer the weekend work based on Seniority. After 8:00 am on Friday the work will be dispatched based on who volunteered for the work first. Any driver who begins a job during the week that extends to the weekend will be given first opportunity to continue with the load regardless of seniority.

23.2 A) Overtime shall be voluntary; however, management reserves the right to schedule, based in the inverse order of seniority, as customer service needs dictate in the case of refusal.

B) Any driver accepting a load will finish delivery of such load providing hours of service left permit it. Specifically, when a driver brings more than one load back to the yard in a day he will be offered the last load provided the driver and/or truck he operates is not required on a specialized job the following day.

C) Where any employee notifies the Company three (3) days in advance of their desire not to work more than eight (8) hours in a day, the Company, where possible, will endeavour to accommodate the employee's request. The employee will receive a copy of the approved request form.

23.3 Each employee shall receive a fifteen (15) minute break during the first half and a fifteen (15) minute break during the second half of each shift.

23.4 Employees shall receive a ½ hour unpaid lunch break each day.

23.5 Employees reporting for work at their normal regular starting time, who have not been informed not to report, will be offered at least four (4) hours work.

23.6 Employees who have completed four (4) years seniority with the Company and are required to work on Saturday shall be paid time and one half (1-1/2) their regular hourly rate and if required to work on Sunday shall be paid two (2) times their regular hourly rate. Employees who have not completed four (4) years seniority with the Company will be paid overtime after fifty two and one-half (52 ½) hours are accumulated in a week.

The nature of the business is such that employees are now required to travel on Sundays to be in position to start a job first thing on Monday morning to perform work that is not billable to a customer the employee will be paid his regular rate of pay. The hours will count towards their 52.5 regular hours per week.

23.7 Employees in the Heavy division who are required to work between 12:00 a.m. and 6:00 a.m. on Monday to Friday, on steering dolly, scheuerle or police escorted oversized loads, will be paid at a rate of one and a half (1-1/2) times their regular hourly rate, excluding time travelling empty. At the conclusion of the week if an employee has over 52.5 hours from Monday to Friday (including the steering dolly, scheuerle or police escorted oversized load hours between 12:00am and 6:00 am on Monday to Friday) they will be paid an additional half time (1/2) for every hour or part there of over 52.5 hours up to the total number of hours the employee received the time and one half for on the oversized loads moved between 12:00 am and 6:00 am on the Monday to Friday.

23.8 The Company will endeavour to equitably distribute available overtime work among employees working on the particular shift where overtime is required.

23.9 An employee who reports for authorized overtime work, where it is not an extension of a scheduled shift, or an employee who has completed his/her regular shift and has left for the day and is recalled to work, shall receive at least four (4) hours pay for such work at straight time of pay or the actual hours worked at the appropriate rate, whichever is the greater.

23.10 An employee who works two (2) hours or more of overtime, as an extension of a standard scheduled shift, shall be entitled to a rest period of fifteen (15) minutes with pay.

ARTICLE 24 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

24.1 Classifications are as follows:
Drivers - Heavy Division (includes Escort Drivers)
Shop Division

24.2 The Company will reimburse the cost of protective rainwear up to the amount of one

hundred dollars (\$100.00) during the term of this contract. This amount shall be paid to the employee upon delivery of a cash register receipt evidencing proof of recent purchase.

24.3 The Company will reimburse the cost of safety footwear up to the amount of Two Hundred dollars (\$200.00) per calendar year, to all employees who have accumulated six (6) months seniority with the Company. This amount shall be paid to the employees upon delivery of a cash register receipt evidencing proof of recent purchase.

24.4 Authorized lodging allowance will be paid as follows:

1.	Drivers without bunks.	\$105.00
2.	Drivers without bunks with escort/mechanic who are sharing a room.	\$85.00
3.	Drivers with bunks	\$50.00
4.	Escort/Mechanic working with a driver.	\$85.00
5	If there are two drivers with bunks and two Escort/ Mechanics the Escort/Mechanic receives and the drivers each receive	\$85.00 \$50.00
6	When working on Steering Dollies, Aspens, Scheuerle all Drivers/Escorts/Mechanics while sharing a room.	\$85.00

* Lodging in Canada will be paid in Canadian funds and lodging in the United States will be paid in US funds.

Notwithstanding the above noted paragraph, it is Company Policy that when an Escort/Mechanic or a driver without a bunk truck is out of town the lodging will be shared.

24.5 The Company reserves the right, at their sole option to pay an employee additional lodging funds if the circumstances warrant.

24.6 Employees whose lodging, or any part thereof are provided by the Company or customer will not be entitled for a lodging allowance for that day on the condition that the services provided are equal or better than the quality the Employee could have obtained with his/her lodging allowance. If lodging is provided the amount of the lodging allowance paid to the Employee will be determined by the Company and the Employee involved on a case-by-case basis. Employees are required to submit receipts for expenses incurred.

Employees are required to inform the Company of a request for a lodging allowance. Unauthorized lodging allowances will not be paid. In order to be entitled to a lodging allowance an employee must have run out of hours pursuant to the Hours of Service Regulations or been authorized by the Company. Any employee requesting a lodging allowance who had enough hours to return to the Company offices will not receive the lodging allowance.

Advances will be given to employees who are going to be out of town for three (3) consecutive nights or more.

24.7 Wages - Heavy Division

A) Drivers in the Heavy Haul Division and those deemed in the Companies discretion to have special skill will receive an additional \$1.00 per hour on the standard semi rate. To receive the additional \$1.00 per hour the driver must be willing to complete Heavy Haul loads or special loads that give rise to the additional \$1.00 per hour when requested by the Company. In addition all paper work must be handed in as requested by the Company

All yard time, layover time, stand by time, travel time in pick up & bob tail time is paid at the employee's Semi Rate of pay. (Semi Rate, Semi Rate + \$1.00)

B) Percentage drivers in the Heavy Haul Division are paid upon the total gross rate billed by the Company for each and every load. The Company will use its best efforts to inform each driver of the haulage rate prior to each load.

C) The standard hourly rate is established for the purposes of providing compensation to drivers being paid a percentage rate during their down time and any other matters that require an hourly rate payment pursuant to this Agreement and are as follows:

	< Two Years	2 Years' Service
Year 1	\$21.45 per/hr	\$21.65 per/hr
Year 2	\$21.85 per/hr	\$22.05 per/hr
Year 3	\$22.40 per/hr	\$22.60 per/hr

D) Wages - Heavy Division	Year 1	2 Years' Service
Gravel Driver – B Train	19.5%	
Gravel Driver - Tandem	21.06%	
Gravel Driver - Train	25%	
Steel Driver (MDC Concord)	24%	
Boom Truck - Licenced crane operator	\$25.98 per/hr	\$26.18 per/hr
Boom Truck - Unlicenced crane operator	\$23.55 per/hr	\$23.75 per/hr
Hiab Trailer (when using crane)	\$23.55 per/hr	\$23.75 per/hr
Standard Semi	\$21.45 per/hr	\$21.65 per/hr
Standard Float includes Float, B Train & semi/drop frame loads requiring MTO permits	\$22.65 per/hr	\$22.85 per/hr
Standard Float, semi, drop frame loads requiring		
Police Escort	\$23.90 per/hr	\$24.10 per/hr
Multi-piece hook-up	\$23.90 per/hr	\$24.10 per/hr

Beams	\$23.90per/hr	\$24.10 per/hr
15 foot or wider loads	\$23.90per/hr	\$24.10 per/hr
15 foot or higher loads	\$23.90 per/hr	\$24.10 per/hr
4 and 4 combination	\$23.90 per/hr	\$24.10 per/hr
Blade Trailer	\$23.90 per/hr	\$24.10 per/hr
B55 Blade Trailer	\$26.15 per/hr	\$26.35per/hr
Scheuerle trailer empty & waiting to load	\$26.15 per/hr	\$26.35 per/hr
Steering Dolly Driver	\$26.15 per/hr	\$26.35 per/hr
Aspen trailer's, Schnable empty	\$26.15 per/hr	\$26.35 per/hr

E) Wages - Heavy Division Year 2 2 Years' Service

Gravel Driver - Trailer	27%	
Gravel Driver - 4 Axle	26%	
Gravel Driver - Train	25%	
Steel Driver (MDC Concord)	24%	
Boom Truck - Licenced crane operator	\$26.38 per/hr	\$26.58 per/hr
Boom Truck - Unlicenced crane operator	\$23.95 per/hr	\$24.15 per/hr
Hiab Trailer (when using crane)	\$23.95 per/hr	\$24.15 per/hr
Standard Semi	\$21.85 per/hr	\$22.05 per/hr
Standard Float includes Float, B Train & semi/drop frame loads requiring MTO permits	\$23.05 per/hr	\$23.25 per/hr
Standard Float, semi, drop frame loads requiring		
Police Escort	\$24.30 per/hr	\$24.50 per/hr
Multi-piece hook-up	\$24.30 per/hr	\$24.50 per/hr
Beams	\$24.30per/hr	\$24.50 per/hr
15 foot or wider loads	\$24.30per/hr	\$24.50 per/hr
15 foot or higher loads	\$24.30 per/hr	\$24.50 per/hr
4 and 4 combination	\$24.30 per/hr	\$24.50 per/hr
Blade Trailer	\$24.30 per/hr	\$24.50 per/hr
B55 Blade Trailer	\$26.55 per/hr	\$26.75 per/hr
Scheuerle trailer empty & waiting to load	\$26.55 per/hr	\$26.75 per/hr
Steering Dolly Driver	\$26.55 per/hr	\$26.75 per/hr
Aspen trailer's, Schnable empty	\$26.55 per/hr	\$26.75 per/hr

F) Wages - Heavy Division Year 3 2 Year's Service

Gravel Driver - Trailer	27%	
Gravel Driver - 4 Axle	26%	
Gravel Driver - Train	25%	
Steel Driver (MDC Concord)	24%	
Boom Truck - Licenced crane operator	\$26.93 per/hr	\$27.13 per/hr

Boom Truck - Unlicensed crane operator	\$24.50 per/hr	\$24.70 per/hr
Hiab Trailer (when using crane)	\$24.50 per/hr	\$24.70 per/hr
Standard Semi	\$22.40 per/hr	\$22.60 per/hr
Standard Float includes Float, B Train & semi/drop frame loads requiring MTO permits	\$23.60 per/hr	\$23.80 per/hr
Standard Float, semi, drop frame loads requiring Police Escort	\$24.85 per/hr	\$25.05 per/hr
Multi-piece hook-up	\$24.85 per/hr	\$25.05 per/hr
Beams	\$24.85 per/hr	\$25.05 per/hr
15 foot or wider loads	\$24.85 per/hr	\$25.05 per/hr
15 foot or higher loads	\$24.85 per/hr	\$25.05 per/hr
4 and 4 combination	\$24.85 per/hr	\$25.05 per/hr
Blade Trailer	\$24.85 per/hr	\$25.05 per/hr
B55 Blade Trailer	\$27.10 per/hr	\$27.30 per/hr
Scheuerle trailer empty & waiting to load	\$27.10 per/hr	\$27.30 per/hr
Steering Dolly Driver	\$27.10 per/hr	\$27.30 per/hr
Aspen trailer's , Schnable empty	\$27.10 per/hr	\$27.30 per/hr

24.8 Wages – Mileage

Mileage (200 miles north of Stouffville, Ontario ie. north of Sudbury and north of North Bay. Quebec will be paid by mileage. The mileage will be determined using PC Miler. In the event a driver is on a permitted load that requires additional miles to be travelled due to the designated route, the driver will be paid the additional miles based on handing in the appropriate paperwork to confirm the additional miles travelled. All of southern Ontario will be paid by the hour. In New York State mileage will be paid if travelling 200 miles outside of Stouffville, Ontario). If the Annual Permit does not put any restrictions on the driver he will be paid the Within Highway Traffic Act rate.

24.9 Drivers working by the mile will be paid \$25.00 for loading and \$25.00 unloading. After one and one-half (1 ½) hours the Driver will be paid at his/her regular rate.

24.10 Drivers working by the mile will be paid up to Ten and one-half (10.5) hours at his/her regular rate while waiting for a load and/or broken down during Monday to Friday. Drivers working by the mile will be paid up to Six (6) hours at his/her regular rate while waiting for a load and/or broken down during Saturday and Sundays. Drivers working by the mile will not be paid when they are required to shut down for the day due to logbook requirements.

24.11 Drivers working by the mile will be paid Fifteen dollars U.S. (\$15.00 U.S.) lodging allowance when loaded and going into U.S. and Fifteen dollars U.S. (\$15.00) lodging allowance when loaded coming into Canada.

When travelling empty	\$0.45 per/mile
Within Highway Traffic Act - to 63,500 kg's	\$0.48 per/mile
Annual Permit [dimensions (height, width, length) only]	\$0.54 per/mile
up to 80 feet long	\$0.54 per/mile
up to 14 feet high	\$0.54 per/mile
up to 12 feet wide	\$0.54 per/mile
63,500 kg's to 76,500 kg's	\$0.54 per/mile
greater than 80 feet to 100 feet long	\$0.56 per/mile
greater than 14 feet high to 14 feet 6 inches	\$0.56 per/mile
greater than 12 feet wide to 13 feet wide	\$0.56 per/mile
greater than 100 feet long	Hourly
greater than 14 feet 6 inches high	Hourly
greater than 13 feet wide	Hourly
heavier than allowed on 4 x 4	Hourly

Year 2

When travelling empty	\$0.455 per/mile
Within Highway Traffic Act - to 63,500 kg's	\$0.485 per/mile
Annual Permit [dimensions (height, width, length) only]	\$0.545 per/mile
up to 80 feet long	\$0.545 per/mile
up to 14 feet high	\$0.545 per/mile
up to 12 feet wide	\$0.545 per/mile
63,500 kg's to 76,500 kg's	\$0.545 per/mile
greater than 80 feet to 100 feet long	\$0.565 per/mile
greater than 14 feet high to 14 feet 6 inches	\$0.565 per/mile
greater than 12 feet wide to 13 feet wide	\$0.565 per/mile
greater than 100 feet long	Hourly
greater than 14 feet 6 inches high	Hourly
greater than 13 feet wide	Hourly
heavier than allowed on 4 x 4	Hourly

Year 3

When travelling empty	\$0.46 per/mile
Within Highway Traffic Act - to 63,500 kg's	\$0.49 per/mile
Annual Permit [dimensions (height, width, length) only]	\$0.55 per/mile
up to 80 feet long	\$0.55 per/mile
up to 14 feet high	\$0.55 per/mile
up to 12 feet wide	\$0.55 per/mile
63,500 kg's to 76,500 kg's	\$0.55 per/mile
greater than 80 feet to 100 feet long	\$0.57 per/mile

greater than 14 feet high to 14 feet 6 inches	\$0.57 per/mile
greater than 12 feet wide to 13 feet wide	\$0.57 per/mile
greater than 100 feet long	Hourly
greater than 14 feet 6 inches high	Hourly
greater than 13 feet wide	Hourly
heavier than allowed on 4 x 4	Hourly

24.12 Wages – Brockville

Gormley to Brockville or vice versa	4 hour's semi rate
Brockville to Oswego	\$110.00
Combination loads Brockville to Oswego additional	\$15.00
Oswego to Brockville	\$65.00
Oswego to Kingston	\$80.00
Oswego to Montreal	\$145.00
Montreal split	\$20.00
Oswego to Etobicoke	\$215.00
Oswego to Weston	\$215.00
Oswego to Whitby	\$205.00
Oswego to Kingston/Etobicoke split	\$240.00
Oswego to Gormley	\$190.00

Each additional trip to Kingston in any given pay week will be paid and additional \$5.00 per trip above the previous trip. The parties agree that if the US dollar increases to \$1.20 (using the TD Bank cost to sell US dollars) for two months the rate will increase to \$85.00 per load. The load will go back to \$80.00 if the cost to sell the US dollar falls below \$1.20 for two months. (The dollar must remain above or below the \$1.20 for two months for the rate to change either way)

All hourly rates are semi rate.

In the event the wages in Brockville increase during the lifetime of this contract the wages for Don Anderson Haulage Limited employees will increase by the same amount.

24.13 Wages - Shop Division

24.14 The Company agrees that all shop division employees shall be entitled to a shift premium of \$0.50 per hour for all hours worked other than on a regular day shift . Regular day shift starting prior to 12:00 p.m. Regular afternoon shift starting after 12:00 p.m. The shift premium will not be paid for the afternoon shift on Friday when employees start prior to 12:00 p.m.

24.15 The Company agrees that the senior mechanic on nights (as determined at the Companies discretion) shall receive a premium of \$0.80 per hour for all hours worked on the

afternoon shift . The premium will not be paid on Friday when the senior mechanic starts prior to 12:00 p.m.

24.16 Tool Allowance, after six (6) months employment, shall be paid as follows:

Twelve \$12.00 per week worked for all Shop division Employees excluding the Parts Man and General Help.

One half to be paid on or before June 30th of each year of this contract and one half to be paid on or before December 31st of each year of this contract.

Wages - Shop Division	Year 1	2 Years Service
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Due to the varying skill and ability with respect to Shop division employees it is the Companies discretion to pay employees based on skill and ability.

Specialized Equipment Lead (Companies discretion)	\$25.65 per/hr	\$25.85 per/hr
Specialized Equipment Assistant (Companies discretion)	\$24.65 per/hr	\$24.85 per/hr
Welder (Lead Companies Discretion)	\$25.65 per/hr	\$25.85 per/hr
Class "A" Mechanic and Welders	\$24.15 per/hr	\$24.35 per/hr
Trailer Mechanic	\$22.65 per/hr	\$22.85 per/hr
Tire Technician	\$21.40 per /hr	\$21.60 per/hr
General Help (No Tool Allowance)	\$15.35 per/hr	\$15.55 per/hr
Night Shift Premium (Not applicable to General Help)	\$.50 per/hr	
Senior Mechanic Nights (when Lead Hand is on days) Premium	\$.80 per/hr	
First-year Apprentice Mechanic	\$14.65 per/hr	\$14.85 per/hr
Second-year Apprentice Mechanic	\$16.15 per/hr	\$16.35 per/hr
Third-year Apprentice Mechanic	\$18.65 per/hr	\$18.85 per/hr

Wages - Shop Division	Year 2	2Years' Service
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Specialized Equipment Lead (Companies discretion)	\$26.05 per/hr	\$26.25 per/hr
Specialized Equipment Assistant (Companies discretion)	\$25.05 per/hr	\$25.25 per/hr
Welder (Lead Companies Discretion)	\$26.05 per/hr	\$26.25 per/hr
Class "A" Mechanic and Welders	\$24.55 per/hr	\$24.75 per/hr
Trailer Mechanic	\$23.05 per/hr	\$23.25 per/hr
Tire Technician	\$21.80 per /hr	\$22.00 per/hr
General Help (No Tool Allowance)	\$15.75 per/hr	\$15.95 per/hr
Night Shift Premium (Not applicable to General Help)	\$.50 per/hr	

Senior Mechanic Nights (when Lead Hand is on days) Premium	\$.80 per/hr	
First-year Apprentice Mechanic	\$15.05 per/hr	\$15.25 per/hr
Second-year Apprentice Mechanic	\$16.55 per/hr	\$16.75 per/hr
Third-year Apprentice Mechanic	\$19.05 per/hr	\$19.25 per/hr

Wages - Shop Division	Year 3	2Years' Service
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Specialized Equipment Lead (Companies discretion)	\$26.60 per/hr	\$26.80 per/hr
Specialized Equipment Assistant (Companies discretion)	\$25.60 per/hr	\$25.80 per/hr
Welder (Lead Companies Discretion)	\$26.60 per/hr	\$26.80 per/hr
Class "A" Mechanic and Welders	\$25.10 per/hr	\$25.30 per/hr
Trailer Mechanic	\$23.60 per/hr	\$23.80 per/hr
Tire Technician	\$22.35 per /hr	\$22.55 per/hr
General Help (No Tool Allowance)	\$16.30 per/hr	\$16.50 per/hr
Night Shift Premium (Not applicable to General Help)	\$.50 per/hr	
Senior Mechanic Nights (when Lead Hand is on days) Premium	\$.80 per/hr	
First-year Apprentice Mechanic	\$15.60 per/hr	\$15.80 per/hr
Second-year Apprentice Mechanic	\$17.10 per/hr	\$17.30 per/hr
Third-year Apprentice Mechanic	\$19.60 per/hr	\$19.80 per/hr

24.17 Wages Escort Employees	Year 1	2 Years' Service
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Mileage	\$0.36	
Escort Driver Year 1	\$15.25 per/hr	\$15.45 per/hr
Escort Driver Year 2	\$16.25 per/hr	\$16.45 per/hr
Escort Driver Year 3	\$17.75 per/hr	\$17.95 per/hr
Experienced Escort Driver	\$20.40 per/hr	\$20.60 per/hr
Gravel or Float Driver Escorting or Escort with AZ	\$21.45 per/hr	\$21.65 per/hr

	Year 2	2 Years' Service
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Mileage	\$0.365	
Escort Driver Year 1	\$15.65 per/hr	\$15.85 per/hr
Escort Driver Year 2	\$16.65 per/hr	\$16.85 per/hr
Escort Driver Year 3	\$18.15 per/hr	\$18.35 per/hr
Experienced Escort Driver	\$20.80 per/hr	\$21.00 per/hr
Gravel or Float Driver Escorting or Escort with AZ	\$21.85 per/hr	\$22.05 per/ hr

	Year 3	2 Years' Service
Mileage	\$0.37	
Escort Driver Year 1	\$16.20 per/hr	\$16.40 per/hr
Escort Driver Year 2	\$17.20 per/hr	\$17.40 per/hr
Escort Driver Year 3	\$18.70 per/hr	\$18.90 per/hr
Experienced Escort Driver	\$21.35 per/hr	\$21.55 per/hr
Gravel or Float Driver Escorting or Escort with AZ	\$22.40 per/hr	\$22.60 per/ hr

24.18 Any probationary employee shall be subject to a probationary wage rate of \$0.50 less than the standard rate except where in the opinion of management the employee has sufficient experience and ability to warrant the full rate of pay for the position.

24.19 The Company and the Union acknowledge that occasionally special jobs arise where it is necessary to change the compensation paid to employees. The parties undertake and agree that when these special arrangements occur they will work together to agree on a compensation package for the involved employees. These special arrangements will be made on a case-by-case basis.

ARTICLE 25 - TRANSFERS

25.1 An employee wishing to transfer to a different division within the Company shall advise the Company and the Association of their desired transfer in writing, complete with date. When a position becomes available first consideration will be given to existing employees.

25.2 An employee who is transferred to a different division within the Company shall be paid the rate of pay in the division to which he/she is transferred.

ARTICLE 26 - PART TIME EMPLOYEES

26.1 Part time employees are to be paid the same wages as the full time employees and shall work under the provisions of this Agreement.

ARTICLE 27 - DURATION

28.1 A) This agreement shall be in full force and effective from July 1, 2014 to April 30, 2018 and thereafter from year to year, until either party gives notice in writing of termination or of amendment of not more than ninety (90) days and not less than thirty (30) days prior to the date of

expiration.

B) During the period of negotiations resulting from any of the provisions above this agreement shall remain in full force and effect.

ARTICLE 28 - PAY INCENTIVE

28.1 Any Employee who finds a return load and books the load through dispatch will be paid a bonus of \$35.00

ARTICLE 29 – RETROACTIVE PAY

29.1 Any employee covered by this agreement who was employed on July 1, 2014 and remains employed when the new contract comes into effect will receive a one-time payment of Three Hundred (\$300.00) Dollars as retroactive pay.

