

COLLECTIVE AGREEMENT

between

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

and

Labourers' International Union of North America, Local 3000
(LIUNA LOCAL 3000) formerly CNFIU
(hereinafter referred to as the "Union")

Expiry: October 31, 2024

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ARTICLE 1 - RECOGNITION

- 1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Don Anderson Haulage Limited working at or out of 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.

"Casual Employees" shall mean employees hired for non-recurring assignments on an as required basis. Casual employees who work more than forty (40) hours bi-weekly will pay union dues in accordance with Article 2.4 herein.
- 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.
- 1.4 The effective date of this Agreement shall be in effect from November 1, 2021 until October 31, 2024.
- 1.5 The Company and the Union 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 a mechanism 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 - UNION 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 Union during the term of this Agreement as a condition of employment.
- 2.2 The Company agrees that all employees 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 of the Union for the duration of this Agreement as a condition of employment.
- 2.3 The Company shall introduce new employees to a Union representative.

- 2.4 The Company agrees 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 Union 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.
- 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 deduction of dues shall be made from every employee excluding students working during school vacation. Probationary employees are required to pay dues.
- 2.7 The Company shall show the dues deduction on employees' T4 slips.
- 2.8 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.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.1 The Union 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 restrict the Union 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 disability, sexual orientation, marital status, family status, conviction for an offence for which a pardon has been received, or any other prohibited grounds under the *Human Rights Act*, or membership or activity in the Union.

- 4.2 Representatives of the Union 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. The Union will provide advance notice of a planned visit to the President of the Company and Shop Foreman.
- 4.3 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.

ARTICLE 5 - DATA TO BE SUPPLIED TO THE UNION

- 5.1 The Company will supply, monthly, to the Union the following information concerning employees, probationary employees, part-time employees, and employees working during school vacation:
 - (i) who was hired;
 - (ii) who completed their probationary period;
 - (iii) each employee's hourly rate;
 - (iv) each employee's address;
 - (v) who went on leave of absence;
 - (vi) who was off on disability or compensation and the date each went off;
 - (vii) those laid-off and recalled;
 - (viii) those terminated or resigned; and
 - (ix) those who retire.
- 5.2 In January of each year, the Company will supply the Union with a list of names and addresses of all active employees.
- 5.3 The Company will inform the Union when supervisors change.
- 5.4 The Union will inform the Company, in writing, of changes to any steward or committee members.

ARTICLE 6 - STEWARDS

- 6.1 The Company acknowledges the right of the Union 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 their 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 Union 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 their 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 Union and the Company.
- 6.4 The Union 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 Union has been received.
- 6.5 In the event that a Steward is not available and immediate action is required, the Company may take such action and contact the Union by phone. If there is no Union Representative available, the Company representative will leave a voice message requesting the Union to contact them.

When possible, if there is no Union Steward available, the Employer shall wait until the next business day to conduct the meeting.

If all the above has been exhausted and the Employer must impose discipline, the Employer will request another bargaining unit member to attend the meeting and will immediately notify the Union Representative by email that discipline has been imposed and the details of the discipline, including the name of the employee who attended as a witness and the name and contact number for the member disciplined.

ARTICLE 7 - UNION COMMITTEES

- 7.1 The Company recognizes the right of the Union to appoint or otherwise select both a Negotiating Committee and Steward 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 Union therefore agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized 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 their Steward/Steward Committee. The Steward/Steward Committee shall, within seven (7) working days of the receipt of the grievance, discuss it with the President of the Company or their designate. If the grievance is settled during the discussion, the President of the Company or his designate and the Steward/Steward Committee will acknowledge the settlement, in writing. If the grievance is not settled during the discussion with the Steward/Steward Committee, the President of the Company or his designate shall have seven (7) calendar days to provide their decision, in writing, to the Steward/Steward Committee.
- (b) When the Union has a grievance, a member(s) of the Steward Committee shall discuss it with the President of the Company or his designate. If the grievance is settled during the discussion, the President of the Company or his designate and the member(s) of the Grievance Committee will acknowledge the settlement in writing. If the grievance is not settled during the discussion with the member(s) of the Grievance Committee, the President of the Company or his designate shall have seven (7) calendar days to provide their decision, in writing, to the Union.

- Step 2 If the Union is not satisfied with the decision of the President of the Company or their designate, as provided in Step 1 herein, the Union will submit the grievance in writing to the President of the Company or their designate within seven (7) calendar days from receipt of the decision of the President of the Company or designate.
- Step 3 Within ten (10) calendar 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) stewards/alternate stewards (the members of the Grievance Committee may not be directly involved with the grievance in question), a representative of LIUNA Local 3000, 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 seven (7) calendar days after the commencement of its discussions, either party may refer the matter to arbitration in accordance with Article 9 of this Agreement.

The parties agree that a grievance resolved or settled without the need of a written decision being issued by an arbitrator, costs of the arbitrator will be equally split by the parties. If the arbitrator writes a decision, the cost of the arbitrator will be paid 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 Union, unless all parties agree in writing to do so.
- 8.5 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.
- 8.6 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/alternate Steward, or full time representative of LIUNA Local 3000.
- 8.7 An employee grievance must be submitted in writing to the President of the Company or their designate within thirty (30) days from the date that the employee first becomes aware or ought to have become aware that a possible grievance exists in order for the said grievance to be valid.

- 8.8 A Union grievance or Policy grievance must be submitted in writing to the President of the Company or their designate within thirty (30) days from the date that the Union 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 three (3) persons whom that party would like to see act as the Arbitrator. The party receiving the notice shall either agree with one of the names in the notice or propose three (3) other persons to act as the Arbitrator. If the parties fail to agree on an Arbitrator, the appointment shall be made by the Canada Labour Relations Board upon request of either party.
- 9.2 The 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 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 Mediation. Notwithstanding the process outlined in Article 9, the parties may, by mutual consent, enlist the services of a mediator 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. No person who has acted as a mediator may act as an arbitrator in the same matter.
- 9.6 The parties agree that a grievance resolved or settled without the need of a written decision being issued by an arbitrator, costs of the arbitrator will be equally split by the parties. If the arbitrator writes a decision, the cost of the arbitrator will be paid by the unsuccessful party.

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 Union 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 with Don Anderson Haulage, the Company agrees to meet with the Union to determine, by mutual agreement, the seniority to be established for employees who are merging. 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 parties may apply the grievance procedure or in the alternative, by mutual agreement, the Company shall establish the rates and such discussion shall be deferred to the next formal contract negotiations. Any increase negotiated for the new equipment or category will be retroactive to the date the new equipment or category was established.

ARTICLE 13 - BULLETIN BOARDS

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

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 Union 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 Union 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 their duties, they 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 Union selected by the Steward 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 Union.
- 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 Union, 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 their 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 (10½) hours for Heavy division, Escort employees and eight (8) hours for Shop division, provided they comply 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 their 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 Union and to the employees. The designated holidays are:

Christmas Day	Canada Day
Boxing Day	Civic Holiday
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family 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 and will advise the employee at the time of the call if they require a medical certificate.

- 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 (1½) 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 their 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 i) 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 employee's earnings with the company in the twelve (12) month period immediately following such June 30th.
- ii) 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 their anniversary date and at six (6%) percent from the anniversary date.
- 17.5 i) 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.

ii) 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 their 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 their 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 their vacation when they receive the schedule. Once the employee has booked their vacation, they 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 their vacations the employee shall not be forced to work or change their 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 employees' vacation pay, equal to their regular pay for the vacation period, at the time vacation is taken, provided they complete a form requesting vacation pay of at least one (1) week pay. Any remaining accumulated vacation pay for each year will be paid 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 Article 24.20.

Requests for vacation pay must be made on the specified form at least one (1) week in advance and no more than four (4) weeks prior to the start of the vacation and will be paid on the regular pay week. Requests for vacation will be approved provided a minimum of four hundred dollars (\$400.00) remains in the employee's vacation bank.

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 five divisions within the Company, namely the Local Heavy Division, the Long-Haul Heavy Division, the Shop Division, the Escort Division and the Rigging Division. There shall be a

seniority list for each of these divisions and another seniority list for the Company.

- 18.2 The Local Heavy Division and the Long-Haul Heavy Division shall consist of three subdivisions-Heavy Haul, Light Heavy Haul & Semi. Heavy Haul includes all drivers who haul oversize loads, including but not limited to Scheuerle, Aspens, 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. 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 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. The employer shall schedule the first three most senior Escort drivers for the available escort work. Then they shall schedule the available work based on the Semi Subdivision seniority list.

- 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 they 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 Union, in writing, that they wish 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 they make 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 their new Divisional seniority list and shall maintain their 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 they have 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 they may be terminated without recourse to the grievance procedure, unless the termination is contrary to the *Human Rights Act* or other relevant legislation. 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 their 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 and not reinstated through the grievance procedure;
 - (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);
 - (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 their 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 on Workers Compensation;
 - (f) if an employee fails to return to work immediately after the expiration of any leave granted to him/her, without a reasonable cause; or
 - (g) if they retire or is retired;
- 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.

LAYOFF AND RECALL

- 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 seven (7) days after the date it is mailed.
- b) The Company will use its best efforts to give the Union and any affected employee at least five (5) working 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:
- (i) 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.
- d) Employees who have been laid off in accordance with the above provisions shall be recalled to work by the Company in order 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 Union 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 Union, in writing, that they do not want to be recalled until a certain date, because they have 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. Updated lists will be provided to the Union on a more frequent basis if requested in writing by the Union.

18.15 The Stewards and Alternate Stewards 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 and recall only. Such seniority shall be maintained so long as the employees maintain the position of Steward or Alternate Steward.

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.

19.2 Effect of Absence

Seniority, service and benefits shall be affected by the leaves of absence in accordance with the following:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) calendar days, other than an absence under the Pregnancy/Parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds thirty (30) calendar days

During such leave exceeding thirty (30) calendar days, previous accumulated service and seniority will be preserved.

- (c) During such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) calendar days.
- (d) Notwithstanding this provision, seniority and service shall accrue during Pregnancy/Parental Leave for a period of leave as set out in the relevant legislation.
- (e) Notwithstanding this provision, seniority, and service shall accrue if an employee's absence is due to injury within the facility covered by the *Workplace Safety and Insurance Act*.

19.3 Sick Leave

If an employee is unable to work due to illness or some other legitimate reason, it is their 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 five (5) days.

19.4 Bereavement Leave

An employee with established seniority who suffers a loss in their 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
Stepmother	Stepfather
Brother	Sister
Grandmother	Grandfather
Grandchildren	Stepchildren
Common Law Spouse	

19.5 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 they are required to serve and shall receive pay at their regular hourly rate of ten and one-half (10 ½) hours for Heavy Division and Escort Employees, eight (8) hours for Shop Division. The employee is obliged to turn over to the Company any funds received on account of attendance, providing:

- (a) that they notified the Personnel Office as soon as possible following receipt of notice to serve for jury duty, and
- (b) that they contact their Supervisor promptly at any time they are temporarily excused from attendance at Court during their normal time and further providing that they furnish the Company with certification by a proper authority of the date and any and all payments received for such service.

19.6 Court Appearances

If subpoenaed as a witness, you are granted the required time off with pay as set out in 19.5. 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 Employer agrees to continue to provide the current level of benefits as outlined in the Schedule of Benefits attached herein.
- 20.2 When the Company approves an employee from the Shop Division to return to school to further their trade skills, the Employee in school will not be required to work any days in the Shop for the duration they are in school and the Company will continue to pay for one hundred (100%) of the cost of the benefits.
- 20.3 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 works less than ten (10) days in a month, the Company will pay 5% of the cost of the benefits for each day worked. Example: If an employee works one day in the month the Company will pay 5% of the cost of the benefits; if the employee works two days in the month the Company will pay 10% of the cost of the benefits; and so on.

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.

20.4 Substance Abuse

The Company and the Union 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.

20.5 Disabled Employees

In the event an employee becomes permanently disabled and is unable to continue their job, exception will be made in favour of such employee on the following basis:

- (a) If a job vacancy occurs, which the employee can perform, they will be placed in the job without the necessity of a job posting.
- (b) A Doctor's certification of permanent 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 if the condition changes;
- (d) where a job can be modified to accommodate the employee's restrictions;
- (e) The employee will be paid the appropriate wage for their new position within the Company.

The Company will review all the circumstances with the Union, 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 FOR 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 and is solely the culpability of the employee, 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).

ARTICLE 22 - SPECIAL CONDITIONS FOR SHOP DIVISION

- 22.1 The Company shall pay for the costs of supplying and laundering eleven (11) total items including coveralls, and/or shirts/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.

- 22.6 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.
- 22.7 The Company will insure the mechanics tools (to a total value of twenty-five thousand dollars 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.
- 22.8 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 a) Saturday Overtime:

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 (1½) 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.

b) Sunday Overtime:

Employees who are required to work on Sunday shall be paid two times (2x) their regular hour rate, subject to Article 23.6(b) below.

The nature of the business is such that the MTO has now authorized permitted or legal loads to travel on weekends and holidays. If a driver is hauling a permitted or legal load on the weekend and/or holiday, Article 23.6(a) will not apply. However, if the Company is able to charge the weekend premium to the customer, Article 23.6(a) will apply.

The Company will advise the driver, at the time the load is offered, if it will be an overtime load or not. If the driver accepts the load and it is not an overtime load, the hours will be counted towards the driver's fifty-two and one-half hours (52.5) hours worked.

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 (1½) 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 their 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 provide one set of protective winter gear for employees during the term of the contract. If an employee leaves the Company, they will return the protective winter gear. If the employee does not return the gear, the employer is entitled to deduct the amount owing.
- The cost of the winter gear will be (from the date of purchase): Year 1 - 75% of cost of the gear; in Year 2 - 50% of cost of the gear; and in Year 3 - 25% of cost of the gear.
- 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 in accordance with Letter of Understanding #1.
- 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 their 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

See Schedule "A" Wage Grid

- a) All yard time, layover time, stand by time, travel time in pick up & bobtail time is paid at the employee's Semi Rate of pay.
- 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:

24.8 Mileage

Drivers that have not switched to Electronic Logging System will be paid by Mileage in accordance with Article 24.8 - 24.10.

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 their regular rate.

- 24.10 Drivers working by the mile will be paid up to ten and one-half (10.5) hours at their semi/senior semi rate while waiting for a load and/or broken down during Monday to Friday. Drivers working by the mile will not be paid when they are required to shut down for the day due to logbook requirements.

Weekend Layover

Drivers working by the mile out of town will be paid up to six (6) hours at their semi/senior semi 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 with US bound loads will be paid fifteen dollars US (\$15.00 US) lodging allowance when loaded and going into US and fifteen dollars US (\$15.00) lodging allowance when loaded coming into Canada.

24.12 Wages - Shop Division

See Schedule "A" Wage Grid

- 24.13 The Company agrees that all shop division employees shall be entitled to a shift premium of \$1.00 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.

- 24.14 The Company agrees that the senior mechanic on nights (as determined at the Company's discretion) shall receive a premium of \$1.00 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.

- 24.15 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.

24.16 Wages Escort Employees

See Scheudle "A" Wage Grid

- 24.17 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 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 they are transferred.

ARTICLE 26 - RETROACTIVE PAY

- 26.1 The Company will pay retroactive pay dating back to November 1, 2021 as agreed in the wage proposal. To receive retroactive pay the employee must have remained an employee from November 1, 2021 until the date the new contract commences, not including employees off for illness. If an employee quit or was fired they do not receive retroactive pay.

ARTICLE 27 – RRSP

- 27.1 Effective the date of ratification, Don Anderson Haulage will sponsor a Group Registered Retirement Savings Plan (RRSP) for all newly hired employees after the date of Ratification. Effective ninety (90) days from ratification, all current employees will be given the option to participate in the group RRSP. Current employees who opt into the RRSP will inform their manager in writing.

The Employer will contribute a maximum of 2% for all employees enrolled into the RRSP, and employees enrolled will have the option to contribute any percentage of their choosing. It is understood that Employer contributions are contingent on employees making matching contributions up to 2%.

In order for employees hired after the date of ratification to qualify for the RRSP funding, the employee agrees to have the Company deduct from each pay in twenty six (26) equal installments the cost of their Life Insurance, Accidental and Serious Illness, Long Term Disability and Dependent Life. It is understood that employees hired prior to the date of ratification shall be subject to such deductions, if they participate in the RRSP.

All contributions made by both parties are tax deductible. Employer contributions are applicable to all taxable earnings.

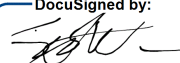
ARTICLE 28 - DURATION

28.1 a) This agreement shall be in full force and effective from November 1, 2021 to October 31, 2024 and thereafter from year to year, until either party gives notice in writing of its desire to amend 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.

Signed this day of , 2024.

For the Union

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For the Employer

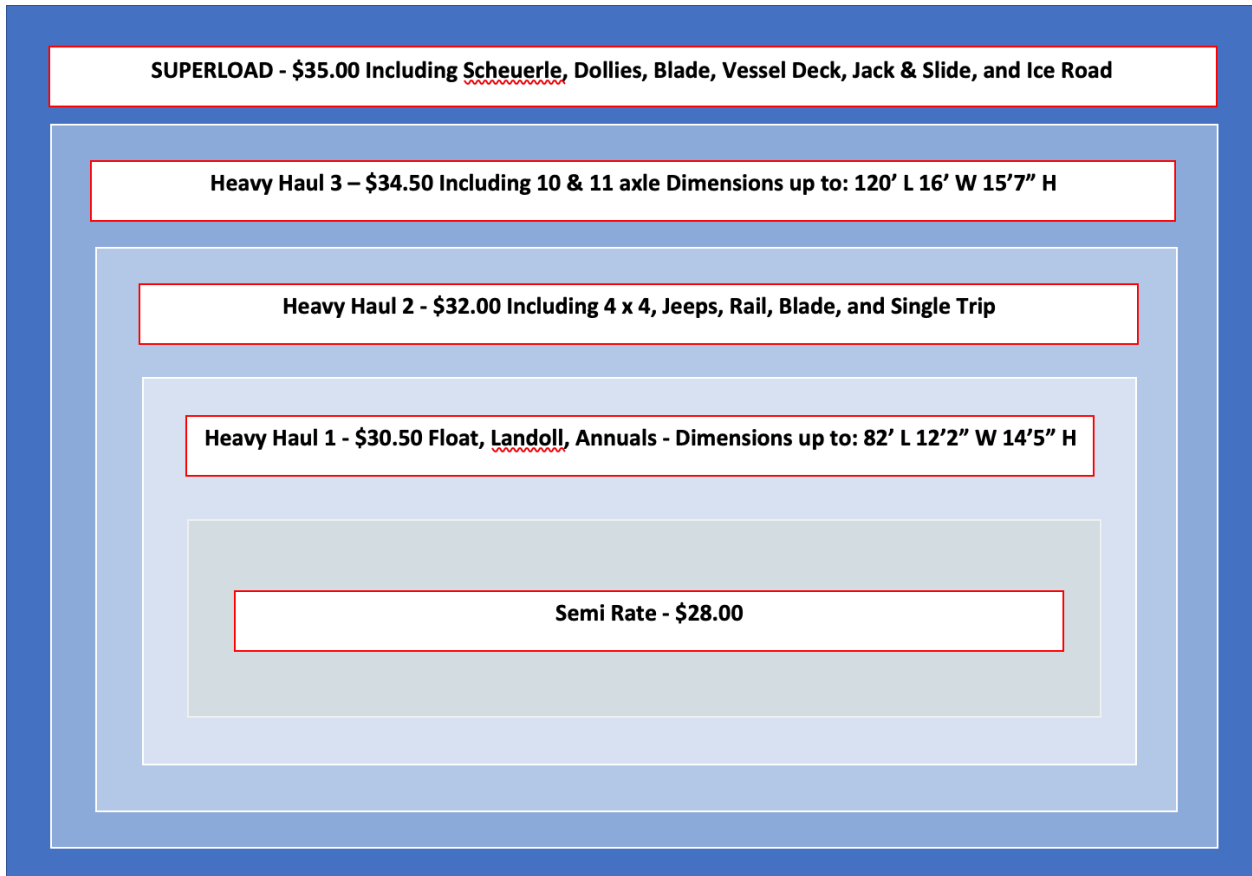
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SCHEDULE "A" WAGES

CLARITY NOTE: Employees will be paid the applicable rate for the work performed

Rate Classification	Current Rate	Retro \$2.00 per hour	Year 2 Increase October 1, 2022	Year 3 Increase November 1, 2023-3.65%
Semi - Tilt n Load, Semi	25.60	2.00	0.40	28.00
Float; Landoll, Annual Permit	27.05	2.00	1.45	30.50
4 x 4, Jeeps, Rail Machines, Blade Trailer, Single Trip Permit, CRANE STEERING TRAILER	28.80	2.00	1.20	32.00
10/11 Aspen	31.55	2.00	0.95	34.50
Super - SPMT, Jack n Slide, B55 Blades, Scheuerle, 12 Axle +, Dolly	32.05	2.00	0.95	35.00
Super US	33.05	2.00	0.95	36.00
Training Allowance	5.00	0.00	0.00	5.00
Sepecialized Equipment Assistant (Companies Discretion) Dean	29.05	2.00	0.95	32.00
Lead Welder (Companies Discretion) Shawn Perry	29.05	2.00	0.95	32.00
Experienced Welder (New Position)	28.55	2.00	1.00	31.00
Welding Assistant (New Classification) \$22.00 - \$26.00				
Class A Mechanic \$32.00 - \$38.00	28.55	2.00	1.45	32.00
Trailer Mechanic	23.80	2.00	1.00	26.80
Tire Technician	22.55	2.00	1.00	25.55
General Help Range \$19.50 to \$22.00	16.50	2.00	1.00	19.50
Lead Hand Premium	2.00	0.00	0.00	2.00
Night Shift Premium	1.00	0.00	0.00	1.00
Senior Mechanic Premium Nights	1.00	0.00	0.00	1.00
Experienced Escort	23.80	2.00	1.00	26.80
Part Time Escort \$20.00 to \$25.00				
Semi Escorting with AZ Steering Trailer	25.60	2.00	1.00	28.60

Rate Classification	Current Rate	Retro \$2.00 per hour	Year 2 Increase October 1, 2022	Year 3 Increase November 1, 2023 3.65%
First Year Apprentice (60% Class A Rate)	19.20	2.00	1.00	22.20
Second Year Apprentice (70% Class A Rate)	20.00	2.00	1.00	23.00
Third Year Apprentice (80% Class A Rate)	22.84	2.00	1.00	25.84



Summary Of Benefits:

BENEFIT	CLASS 01 - ALL ELIGIBLE EMPLOYEES
Group Life	
Benefit Amount	\$50,000
Benefit Maximum	\$50,000
Non-Evidence Maximum	\$50,000
Termination Age	At Retirement
Dependent Group Life	
Spouse Amount	\$10,000
Each Child Amount	\$5,000
Termination Age	At Retirement
Accident & Serious Illness (ASI)	
Principal Sum	\$50,000
Critical/Serious Illness Coverage	10% of Principle Sum
Benefit Maximum	\$50,000
Non-Evidence Maximum	\$50,000
Termination Age	Age 71 or Retirement
Long Term Disability	
Gross Benefit	70% of Monthly Salary
Non-Evidence Maximum	\$2,500
Maximum Benefit	\$2,500
Qualifying Period	119 Days
Maximum Benefit Period	To Age 65
Termination Age	Age 65 or Retirement
Disability Management	
Provider	DMI
Termination Age	Age 65 or Retirement
Employee Rewards Program	
Provider	Good Job Program
Termination Age	At Retirement
Employee Assistance Program	
Provider	LifeWorks
Termination Age	At Retirement
Medical Second Opinion	
Provider	WorldCare
Termination Age	At Retirement
Virtual Health Care	
Provider	Telus Virtual Health Care
Termination Age	At Retirement
Extended Health Care	
Calendar Year Deductible	\$25 Single/\$50 Family (Does Not Apply to Prescription Drugs)

Prescription Drugs	100%
Definition of Drugs	Lowest Cost Generic Equivalent
Specialty Drugs	FormuCARE
Dispensing Fee	Plan pays up to \$7 Maximum Per Prescription
Other Medical Expenses	100%
Paramedical Practitioners	100%
Paramedical Practitioners	
Acupuncture, Chiropractor (including x-Rays), Massage Therapist/Orthotherapist* (Ref Req), Naturopath, Osteopath (including x-Rays), Physiotherapist/Physical Rehabilitation Therapist, Podiatrist/Chiropodist (including x-rays), Psychologist/Social Worker/Registered Clinical Counselor/Psychotherapist, Speech Therapist	
\$500 Per Paramedical Practitioner Per Calendar Year	
Combined Maximum	\$1,000 Per Calendar Year
Vision Care	\$400 Every 24 Months
Private Duty Nursing	\$10,000 Per Calendar Year
Hospital Accommodation	Ward
Hospital Indemnity Benefit	\$40/day Up To 180 days starting on 5 th consecutive day in hospital
Eye Exams	1 every 24 months to a maximum of \$80
Hearing Aids	\$300 Per 24 Months
Survivor Benefit	24 Months
Emergency Out-of-Country	180 Days
Out-of-Country Maximum	\$5,000,000 Per Insured
Travel Cancellation Insurance	\$5,000 Per Insured
Dependent Age	Under Age 22 or Under Age 26 OAD
Termination Age	At Retirement
Dental Care	
Calendar Year Deductible	\$25 Single/\$50 Family
Percentage Payment	100%
Preventive and Basic Treatments	100%
Major Restorative Treatments	50%
Orthodontic Treatments	50%
Maximums Per Person Per Year	
Preventive and Basic Treatments	\$2,000 Combined
Major Restorative Treatments	\$2,000 Combined
Orthodontic Treatments	\$2,000 Lifetime
Recall Exams	Every 9 Months
Dependent Age	Under Age 22 or Under Age 26 OAD
Termination Age	At Retirement
Optional Life	
Guaranteed Issue Limit	\$50,000
Benefit Maximum	\$500,000
Termination Age	Age 70

Optional Accident & Serious Illness	
Guaranteed Issue Limit	\$400,000
Benefit Maximum	\$400,000
Termination Age	Age 71 or Retirement
Optional Critical Illness	
Guaranteed Issue Limit	\$50,000
Benefit Maximum	\$100,000
Termination Age	Age 70 or Retirement

LETTER OF UNDERSTANDING #1

between

DON ANDERSON HAULAGE

and

LIUNA LOCAL 3000

Re: Allowances and Incentives

Lodging

Weekday Monday to Friday. Weekend Saturday & Sunday

Drivers with Bunk	50.00
Drivers with Bunk & hotel Company's Discretion	150.00
Driver with Day Cab Weekday	150.00
Two Drivers or Driver and Escort Share a room weekday	110.00
Driver with Escort Driver does not share room	50.00
Escort with Driver Escort gets own room	175.00

Weekday Layover

Drivers with Bunk weekday layover	250.00
Driver with Day Cab Weekday Layover	350.00
Two Drivers or Driver and Escort Share a room weekday	300.00
Driver with Escort. Driver does not share room Weekday Layover	250.00
Escort with Driver. Escort gets own room Weekday Layover	350.00

Weekend Layovers Saturday & Sunday

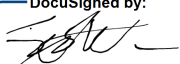
Drivers with Bunk weekend layover	150.00
Drivers with Bunk weekend layover & hotel Company's Discretion	200.00
Driver with Day Cab Weekend Layover	250.00
Two Drivers or Driver and Escort Share a room weekday	210.00
Driver with Escort. Driver does not share room Weekend Layover	150.00
Escort with Driver. Escort gets own room Weekend Layover	275.00

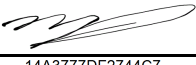
Hotel Receipts must be handed in for log book purposes.

An Employee's Weekly Overtime threshold will be prorated based on the number of hourly paid days worked versus the number of layover days within the week. For example, one layover day reduces the weekly overtime threshold from 52.5 to 42 hours, two layover days reduces it to 31.5 and so on.

Signed this day of , 2024.

For the Union

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For the Employer

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Michael Anderson 6/4/2024
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LETTER OF UNDERSTANDING #2

between

DON ANDERSON HAULAGE

and

LIUNA LOCAL 3000

Re: Improper Charges

The parties agree that should an Employee incur any of the following improper charges, the Employer will identify the improper charges to the affected Employee, in writing, within one hundred and twenty (120) days of the charge. When an improper charge is identified, the Employer will arrange a meeting with the Employee and the Union to investigate the improper charges. If the Employee is found to be responsible for the improper charges or overpayments, the Employer and Employee will mutually agree to a payment plan that will allow any monies owed to the Employer to be deducted from the Employee's pay.

The Employer will provide the affected Employee with a summary of the improper charges or overpayments (including dates they were incurred) and the agreed payment plan. Once the amount owing has been paid in full, the Employer will provide confirmation, in writing, that all amounts owing has been paid.


1. Any personal charges on a company credit card;
2. Any advances for lodging overpaid to the employee by the Company;
3. Any unauthorized 407 charges;
4. Any unauthorized fuel purchases;
5. The cost of any lost or damaged coveralls, pants or shirts.

If the Employee ceases to work for the Company, all monies that remain owing will be deducted from the employee's final pay, provided there is a written summary as described above.

Signed this day of , 2024.

For the Union

For the Employer

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LETTER OF UNDERSTANDING #3

between

DON ANDERSON HAULAGE

and

LIUNA LOCAL 3000

Re: Benefit Changes/Premium Increases


The Union acknowledges the Employer's requirement to minimize the impact of future benefit premium increases.

The Parties agree that should the Employer be notified by the insurance carrier that the premiums will increase in the following year (effective October 1st of each year), the Employer and the Union will meet to discuss and determine ways to mitigate premium increases. The possible mitigation may include, among other things, cost sharing the premium increase with employees' enrolled in the benefit plan; or changing the benefit plan to reduce the impact of the premium increase.


Signed this day of , 2024.

For the Union

For the Employer

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LETTER OF UNDERSTANDING #5

between

DON ANDERSON HAULAGE

and

LIUNA LOCAL 3000

Re: Safety, Performance and Dedication Bonus Program

In addition to the hourly wages set out in "schedule A" of the Collective Agreement, each employee shall be entitled to a Safety Performance and Dedication Bonus of one (1) dollar an hour (\$1.00/hr) for each hour worked, less applicable minimum statutory deductions.

For 2022, the bonus will be calculated for all hours worked from the date the new wages start in the contract ie: October 1, 2022 to the last pay period in November. The bonus is payable on the first pay-period in December. For each following year the hours shall be calculated from the first pay-period in December to the last pay period in November, payable the first pay-period in December the following year.

Should the employee be terminated and not reinstated, the employee will forgo their bonus. In the event where an employee quits after Oct 31st of each year, the employee will be paid their bonus for all hours worked that year.

Amounts payable to the employee shall be reduced as a result of incidents resulting from employee negligence. The reductions in the bonus are as follows:

- a) 50% of the cost of each accident up to a max of \$500.00.
- b) 3 accidents in a year with \$7,500 in damages or more results in no bonus.
- c) Failure to wear PPE \$25 per occurrence.
- d) MTO inspection infractions \$100
All tickets are to be handed into the Company. Driver's paying tickets without advising the Company will have \$100 deducted from their Bonus. Note: does not include axle weight tickets, or if the driver advised the company ahead of time of the concern).
- e) Failure to sign bill of lading \$50.00
- f) Unnecessary idling of trucks greater than thirty (30) minutes, will be charged at a rate of ¢0.50/15-minute interval.

Infractions under c, d, and e above shall result in a reduction to the bonus after the third occurrence.

To oversee the bonus program, an Association Safety Committee will be created. The Committee shall be made up of two (2) Union members and two (2) management. The Committee shall review all incidents upon receipt of all information and prior to the last pay period in November of each year. The result of the committee will determine the reduction to the year-end bonus. An employee involved in any incident may make a submission to the committee for review. In the event that there is a tie, and a decision cannot be made, the Union committee members will make the final decision.

For example, if an employee works 4,000 hours and has no safety violations the employee would be paid \$4,000 (less applicable salutatory deductions).

The Employer will submit a report to the Union Steward and the Union Representative no later than the fifteenth (15th) of the month in which a bonus is payable. The report will outline any and all incidents where a bargaining unit employee is alleged to not have followed a health and safety policy and shall detail the alleged violation and the monetary sanction applied, if any. Each employee will be advised each time the Employer alleges a failure to follow a health and safety policy. After two years from the offence date an employee's record shall be expunged of any violations of a health and safety policy.

Signed this day of , 2024.

For the Union

For the Employer

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