COLLECTIVE AGREEMENT

- between –

MEDEX COURIER LIMITED

- and -



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NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) LOCAL 4457

DECEMBER 9TH, 2010 - DECEMBER 8TH, 2013

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PREAMBLE

WHEREAS it is the desire of the Company and the Union to enter into an Agreement governing wages, hours of work and working conditions, of the Hourly employees and Owner Operators of the Company in the classifications listed in the Appendix attached hereto and to prevent strikes, lockouts, and other work stoppages and/or slowdowns during the term of the Agreement.

WHEREAS the parties to this Agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

AND WHEREAS both parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations.

ARTICLE 1 - UNION RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Hourly employees and Owner Operators in the Province of Ontario save and except supervisors, those above the rank of supervisor and sales staff. Properly qualified officers of the Union shall be recognized by the Company in discussing any and all matters affecting the Collective Agreement between the Company and the Hourly employees and Owner Operators who are members of the Union.
- 1:02 It is understood that the Company's officers and sales staff shall not perform the work of the Hourly employees and Owner Operators, except in an emergency situation. Where there are no Hourly employees or Owner Operators available to perform the required work when called upon to do so, and the **Company** has by seniority offered the work to all available **Hourly E**mployees and Owner Operators, this will be considered an "emergency" for the purposes of this Article.

The **Company** will **notify** the appropriate Union Representative of the nature of such work, prior to the work being performed. It is understood that such may not always occur and the Company will notify the Union as soon as possible.

It is not the Company's intent to replace bargaining unit members by having **non-bargaining unit** employees performing regular bargaining unit work.

1.03 The Company shall not contract out any bargaining unit work or use any lease operator, or lease vehicle, with respect to existing company operated facilities on date of ratification, except in an emergency situation and the terms of the collective agreement have been exhausted.

ARTICLE 2 - UNION REPRESENTATION

2:01 Hourly employees and Owner Operators shall be represented by a Union Committee which shall consist of three (3) Union members elected or otherwise selected by the Union, one of which shall be recognized as the Chairperson. **Committee Union members elected or appointed by the Union** shall act as the liaison between the Hourly employees and Owner Operators and the Company. The Committee may at any time call upon the services of a representative of the Union to assist them. If the bargaining unit is reduced to less than 20 active employees, the Committee shall be reduced to two (2) Union members.

The Company shall designate an individual representative to act as liaison between the Local Chairperson and the Company.

- 2:02 The Union shall promptly notify the Company in writing of the names of elected union members that shall act as union representatives and any changes in personnel thereof. Appointments may be necessary to fill vacancies and non-elected positions.
- 2:03 The Union Representative or his/her designate shall be paid for and in accordance with the above activities carried out during working hours. Where the Union Chairperson or his designate is an Owner Operator, the hourly rate shall be the **appropriate driver** rate (without overtime), otherwise the employee's regular rate per hour shall apply.

In a situation that requires a union representative's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the taking of such time away from their regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The union representative shall return to these regular duties as expeditiously as possible. The employer reserves the right to limit such time if the time requested is unreasonable.

The Union Representative or his/her designate shall be paid for and in accordance with the above activities carried out during working hours. Where the Union Chairperson or his designate is an Owner Operator the hourly rate of pay shall be the current base Hourly Driver rate (without overtime), otherwise the Employee's regular rate per hour shall apply.

2:04 The Company agrees to provide a locked, glass, enclosed bulletin board for use by the Union for posting matters relating to Union meetings and other Union business, provided they are authorized and the documents are signed by an officer of the Union. The said bulletin board shall not be located in any place where the general public has access. No postings on such board shall be of a derogatory or inflammatory nature towards the Company or any individual.

- 2:05 The Company agrees to provide the Union with a lockable filing cabinet in a suitable area; and, private access to the sort room and sort room telephone (for local calls) when required.
- 2:06 Further, an Hourly Employee or Owner Operator's request to meet with his Committee person to deal with a matter arising out of this Agreement shall not be unreasonably withheld, but may be delayed for a reasonable amount of time if the workload is such that the absence of the employee or operator is detrimental to the Company's customer obligations.
- 2:07 The Company agrees that the Hourly Employees who would have normally been working during contract negotiations shall suffer no loss in pay while involved in negotiations, up to a maximum of eight (8) hours per day to a maximum of two (2) Committee Members. If an Owner Operator is on the Committee they shall receive twenty-five dollars (\$25.00) per hour while in negotiations up to conciliation.

ARTICLE 3 - UNION SECURITY

- The Company agrees to deduct from the pay of each Hourly 3:01 (a) employee and Owner Operator covered by this Agreement, an amount of Union dues as specified by the Union and the local union and forward the full amount to the Secretary-Treasurer of the Local Union. Deductions will be made from the 1st pay in each forwarded the Local Secretary-Treasurer, and to accompanied by a list of Owner Operators and hourly employees from whom dues were deducted. If the 1st pay of the month is for a short week, then the union dues are to be deducted the following week. Dues and lists will be received by the Local no later than the 15th of the month, following the month from which deductions were made.
 - (b) The Union agrees to indemnify and save harmless the Company against any and all liability arising out of the foregoing, after the funds have been deducted from the employee or Owner Operator and remitted to the Union.
- 3:02 The Company shall show the total amount of Union dues deducted on the Hourly employees T-4 slip issued at the end of each calendar year and Owner Operator pay slips on the weekly pay affected.
- 3:03 (a) The Company shall furnish to the Union a list of all new Hourly employees taken into employment by the Company. The Union will supply deduction authorization forms and membership applications, which shall be signed by all new Hourly employees on the date of hire. It will be the responsibility of the Company to ensure that all membership application forms are forwarded to the Secretary-Treasurer of the Local within fourteen (14) working days from the date of hire. The Company shall, at the time of hiring, inform the Hourly employees as to his/her status regarding

- whether they are a full time, part time, or part time unassigned Hourly employees.
- (b) The Company shall furnish to the Union a list of all new Owner Operators with business agreements taken into service by the Company. The Union will supply deduction authorization forms and membership applications, which shall be signed by all new Owner Operators with business agreements on the start of service date. It will be the responsibility of the Company to ensure that all membership application forms are forwarded to the Secretary-Treasurer of the Local within fourteen (14) working days from the date of commencement of services.
- 3:04 The Company shall not require any Hourly employee or Owner Operator covered by this agreement to cross a legal picket line in the course of their employment, where doing so would endanger the safety of the employee or Owner Operator, or would be likely to cause damage to the Owner Operator's vehicle.
- 3:05 Any Hourly employees and Owner Operators elected or appointed to a full time position with the C.A.W. Canada or any affiliated organization shall be granted an indefinite leave of absence provided that thirty (30) days' notice is given to the Company prior to the beginning of such absence. During such absence, the Hourly employees and Owner Operators seniority shall accumulate and as such shall be able to exercise their bumping rights upon completion of said leave if their prior position is no longer available.
- 3:06 The Company shall grant a leave of absence **which will not be unreasonably withheld** to any Hourly employees and Owner Operators who attends official Union business. The Union will give a minimum of **five (5)** days' notice of such request. It is understood that a maximum of **two (2)** Union members will be allowed off at one (1) time.
 - It is agreed that in the event of an emergency meeting of the National or Local Union, the Company will grant a leave of absence for up to one (1) member to attend.
- 3:07 If an Owner Operator is a member of the Executive or a Steward and is required to be absent for official Union business the Company will cover the route for the number of days required, if requested. The Union shall provide sufficient notice to the Company of its requirement for a relief driver (but not less than **five (5)** days unless in the event of an emergency as in Article 3.06), and shall cooperate with the Company in scheduling any Union business to provide for adequate route coverage.
- 3:08 A National or Local CAW representative may be present during meetings between the Company and the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4:01 The Union recognizes that it is the Company's right and exclusive function to manage and generally direct and operate its business activities to include:
 - (1) The right to hire, transfer, promote, demote, classify, layoff, suspend, discharge for cause, or otherwise discipline Hourly employees and Owner Operators.
 - (2) The right to maintain order, discipline, and efficiency.
 - (3) The right to reduce overtime hours wherever and whenever possible.
 - (4) The right to determine the products handled and the methods of handling and processing, hours of operation, and related scheduling of operations.
 - (5) The right to determine productivity standards.
 - (6) The right to establish, put into effect, and enforce reasonable rules and regulations governing the conduct of Hourly employees and Owner Operators for safety, efficiency, discipline, protection of Company property, and enhancement of the Company business; provided that such rules and regulations are not inconsistent with the provisions of this Agreement.
- 4:02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 4:03 The above clauses shall not deprive Hourly employees and Owner Operators of the right to exercise the grievance procedures as outlined in the Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5:01 It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in the settlement of grievances in accordance with the provisions of this Article.
- 5:02 A grievance shall consist of any unresolved complaint, disagreement or difference of opinion between the Company and the Union, or between the Company and an Employee or Owner Operator covered by this Agreement.
- 5:03 Any Hourly employees, Owner Operators, the Union or the Company may present a grievance. A grievance concerning a dismissal may be submitted at Step 3. Any grievance, which is not presented within ten

- (10) working days following the event giving rise to such grievance coming to the attention of any of the Hourly employee, Owner Operator, or the Union (or in the case of a Company grievance the Company), shall be forfeited and waived by the aggrieved party or parties. A policy grievance filed on behalf of the Union or the Company may be submitted at Step 3 of the grievance procedure.
- 5:04 The procedure for adjustment of grievances and disputes by an employee shall be as follows:
 - **Step 1**: Any Hourly employees or Owner Operators having a complaint should first orally discuss the matter with a supervisor or general manager. Should such discussion not result in a satisfactory resolution of the problem within twenty-four (24) hours, the following steps will be followed. Should any hourly union member or Owner Operator not feel comfortable with this first step because the complaint is a result of management's conduct, then they may proceed to step 2.
 - **Step 2**: The Hourly employees or Owner Operators and his/her shop steward shall submit his/her formal grievance in writing to his/her General Manager within five (5) working days; who shall give his/her reply in writing within five (5) working days. If the answer is not satisfactory to the Union the grievance shall proceed to Step 3.
 - **Step 3**: Within five (5) working days of receiving the decision under step 2, the Union may appeal, in writing, to the officer(s) of the Company who has been designated as the liaison/s of the Company with regards to union matters. Thereupon, the grievance shall be placed on an agenda for consideration at a meeting between the Company and the Union committee, which shall be held within seven (7) working days. Failing a satisfactory reply from the Company or satisfactory settlement of the grievance within seven (7) working days of the meeting, the grievance may then be referred to a Board of Arbitration, as established in Article 6 of this Agreement, and in accordance with the time limits set out therein.

A National or Local Union Representative may be present at this meeting and be allowed to meet the Chairperson or their designate for up to 1 hour prior to the Step 3 meeting. All Committee Members will be paid their regular rate of pay to attend the Step 3 grievance meeting, provided that they are required to be in attendance as may be determined by the Union in its reasonably exercised discretion.

5:05 Any Hourly employee or Owner Operator subject to discipline or an investigation that may give rise to discipline of the Hourly employee or Owner Operator, will receive the assistance of the Union Representative of their choice at any meetings held with the Company for this purpose or when discipline is imposed. The Local Chairperson will be given a copy of all disciplinary notices.

Discipline will generally be issued on a progressive basis (i.e. verbals, writtens, suspensions, and termination). Management may however issue discipline outside a progression schedule, depending on the nature, or, severity of the occurrence that resulted in a disciplinary action.

- 5:06 Any Hourly employees and Owner Operators shall be allowed to inspect his/her own personnel file in the presence of the Company, during normal business hours, on not less two (2) working days written notice to the Company. Any officer of the Union, on behalf of the Hourly employees and Owner Operators, may accompany the Hourly employees and Owner Operators to inspect his/her personnel file, subject to written authorization of the Hourly employees and Owner/Operators.
- 5:07 A copy of all disciplinary notices will be withdrawn from the Hourly employees and Owner Operators file after **fifteen (15)** months.
- 5:08 Any discipline, which is not imposed within ten (10) working days from the date of knowledge of the Company of the matter giving rise to the discipline, will be deemed null and void. In the event that the Company is required to investigate a matter prior to discipline being imposed, the Company shall request an extension, such extension not to be unreasonably denied by the Union.

In the event of vehicle accidents, the time lines will commence from the date the Health and Safety Committee renders their decision.

The parties further agree that in the event of accidents of a serious nature, Hourly employees and Owner Operators may be held out of service pending the decision of the Health and Safety Committee and such time lost may be the subject of a grievance.

- 5:09 Any grievance not answered within the prescribed time limits and or the proper protocols will be forfeited in favour of the grievor/Company. The time limits prescribed in this Article may be extended, but only by mutual consent of the Company and the local Chairperson, in writing. Should a party not be in agreement with the requested time extension, they will notify the other party that the extension has not been agreed to within twenty-four (24) hours of receipt of the request.
- 5:10 All monetary grievances that are mutually agreed upon will be paid the following pay period by separate cheque for Owner Operators. All monetary grievances that are mutually agreed upon will be paid the following pay period for hourly employees. The parties agree to notify the local Chairperson of all settlement payments on a monthly basis.
- 5:11 Hourly employees and Owner Operators who are discharged for cause will have their discharge and reasons for same confirmed in writing. These Hourly employees and Owner Operators as well as Hourly employees and Owner Operators who terminate their employment

voluntarily, shall have all monies owing them paid no later than the next scheduled pay day so long as all Company property has been returned and decals removed from vehicles as it pertains to Owner Operators, and all outstanding debts to the Company have been paid.

ARTICLE 6 - ARBITRATION

- 6:01 Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to Arbitration by notice of intent. Such notification must be made in writing within twenty-one (21) working days of the decision being given at Step 3.
- 6:02 A single Arbitrator will be designated by mutual agreement of the Company and the Union. The notice of intent shall include the names of three (3) persons the appealing party proposes as arbitrators. The other party may accept one of the proposed names, or may reject all three and propose three (3) other names. This process shall continue until the parties are able to agree on an arbitrator.
- 6:03 Failing agreement on the selection of an Arbitrator within **seven (7)** working days, or such longer time period as may be agreed between the parties in writing, the matter shall be referred to **Human Resources Development Canada Labour Program**, who shall appoint the Arbitrator.
- 6:04 No person involved directly in the controversy under consideration shall be the Arbitrator.
- 6:05 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as the Arbitrator deems essential to a full understanding and determination of the issues involved. In reaching a decision, the Arbitrator shall be governed by the provisions of this Collective Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Collective Agreement.
- 6:06 The findings and decision of the Arbitrator on all grievance matters shall be binding and enforceable on all parties.
- 6:07 The expense of the Arbitrator shall be borne equally by the Company and the Union.

6:08 Grievance Commissioner

(a) As an alternative to the regular arbitration procedure provided for herein, the parties may agree, in writing, to jointly refer a grievance for final and binding arbitration to a Grievance Commissioner selected by mutual agreement of the parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed

pursuant to the regular arbitration procedures provided for herein.

- (b) Mr. Michael Watters shall be designated by the Company and the Union as the Commissioner to hear and determine these cases. Should, for any reason, Mr. Michael Watters become unavailable, a new Grievance Commissioner shall be selected by written mutual agreement of the Company and the Union to hear and determine these cases.
- (c) Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances, which the parties have agreed, may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
 - (i) The decision of the Grievance Commissioner shall be confined solely to the grievance(s) at hand. Such decision must be consistent with the provisions of the Collective Agreement and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement.
 - (ii) The decision of the Grievance Commissioner shall only apply to the grievance(s) at hand and shall not constitute a precedent or be used by either party as precedent in any future grievance(s). However, with respect to the grievance(s) at hand, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union.
 - (iii) The Company and the Union shall each be responsible for one half (1/2) of any fees or expenses charged by the Grievance Commissioner.
 - (iv) The parties shall meet at least thirty (30) days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts shall be put together in a Joint Agreed Statement of Facts by the parties.
 - (v) In addition, a Joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the grievance.
 - (vi) Both the Agreed Statement of Facts and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance

- Commissioner at least ten (10) days before the commencement of the grievance hearing;
- (vii) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- (vii) The Grievance Commissioner shall be required to render a decision, in writing, including brief written reasons within seven (7) days of the conclusion of the hearing.
- (d) No grievance will be referred to a Grievance Commissioner without the written mutual agreement of the Company and the Union. In the absence of such written mutual agreement, all unresolved grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Collective Agreement.
- (e) Any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Collective Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

ARTICLE 7 - SENIORITY

- 7:01 (a) The purpose of seniority is to provide a policy governing work preferences, layoffs and recalls. Seniority of Hourly employees and Owner Operators means the duration of continuous service for the Company, since their last hiring or signing of their business agreement or combination thereof.
 - (b) There shall be one (1) integrated seniority list to include both Hourly employees and Owner Operators.
 - (c) It is hereby agreed that all Hourly employees and Owner Operators shall become members of the Union and shall, as a condition of employment or their business agreement remain members of the Union.
- 7:02 The Company shall provide for posting on the Union bulletin board an up-to-date seniority list showing name, of the Hourly employees, date of employment. The Company will ensure that this list is maintained and kept up-to-date. The seniority list will be posted on or about the 31st of March, the 30th of June, the 30th of September and the 31st of

- December of each year. The company on the same list shall show all Owner Operator names and their original date of hire.
- 7:03 All new Hourly employees and Owner Operators shall be considered on probation and not placed on the seniority list until after they have completed ninety (90) days of work within a period of twelve (12) months. After the completion of this ninety (90) days of work within a period of twelve (12) months the Hourly employees and Owner Operators shall be placed on the seniority list and their seniority shall be established retroactively from their last date of hire. Probationary employees may be terminated at any time during their probationary period, provided that the termination is not for an arbitrary reason or done in bad faith. Furthermore, probationary employees shall not be entitled to bring or file a grievance with respect to termination of employment, and shall not be entitled access to the Grievance and Arbitration provisions contained herein except to make an allegation of bad faith or arbitrary termination.
- 7:04 All Hourly employees and Owner Operators maintain and accumulate seniority in all cases, except:
 - (a) In the case of voluntary resignation or termination;
 - (b) If they are discharged for just and reasonable cause and it is not reversed through the Grievance or Arbitration procedure;
 - (c) Is absent from work for three (3) consecutive normal working days without permission, and fails to communicate a reasonable justification;
 - (d) Is laid off for a period exceeding **twenty-four** (24) calendar months; or
 - (e) If they remain outside the bargaining unit for ninety (90) calendar days or longer,
- 7:05 All new Hourly employee or Owner Operator hiring within the bargaining unit will be date stamped to ascertain seniority. In the case of multiple hires where disputes and or exact start dates or time cannot be determined the determination shall be **made by a draw of names carried out and administered by the Union.**
- 7:06 For Hourly employees and Owner Operators on a medical leave of absence or WSIB, it will be the **responsibility of the** Hourly employees **or** Owner Operators' responsibility to be aware of any job postings.

ARTICLE 8 - BEREAVEMENT LEAVE

8:01 Every Hourly Employee and Owner Operator is entitled to and shall be granted, in the event of the death of a member of his immediate family,

bereavement leave on any of his normal working days that occur during the four (4) days immediately following the day of the death.

Every Hourly Employee and Owner Operator is entitled to and shall be granted, in the event of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, **aunt, uncle** niece or nephew, bereavement leave on any of his normal working days that occur during the one (1) days immediately following the day of the death.

- 8:02 Every Hourly Employee who has completed three consecutive months of continuous employment by an employer and is entitled to bereavement leave under Article 8.01 is entitled to such leave with pay at his regular rate of wages for his normal hours of work, and such pay shall for all purposes be deemed to be wages.
- 8:03 For the purposes of this Article only, immediate family shall only include: spouse or common-law partner, father and mother and the spouse of father and mother (including common-law partner) or the same sex equivalent of same; Child of employee/owner or of spouse; grandchild; brothers and sisters, grandparent; (including common-law partner); Step related relative as above; Any relative residing permanently with an employee/owner.

ARTICLE 9 - JURY DUTY

- 9:01 All Hourly Employees and Owner Operators are entitled to an unpaid leave of absence to attend to Jury Duty. The Hourly Employee or Owner Operator must provide reasonable proof of their attendance at Jury Duty and notify the Employer immediately on the Employee's notification that he/she will be required to attend court.
- 9:02 When a full time or part time Hourly Employee is required to serve on a jury or jury duty selection, the Hourly employee will be paid the difference between the wages they would normally have earned at work and any jury pay.

ARTICLE 10 - LEAVE OF ABSENCE

10:01 Requests for personal leaves of absence without pay will be considered on an individual basis by the Employer. Upon application to Management, an unpaid leave of absence for personal reasons may be granted to an Hourly Employee or Owner Operator on the seniority list, without affecting his seniority. A leave of absence must be requested and approved in writing, four (4) weeks in advance (except in emergencies), by the Manager or his designate. Such personal reasons shall not include self-employment or other employment. Such leave shall not be unreasonably withheld.

10:02 All other legislated or statutory leaves of absence, including but not limited to maternity leave, parental leave, or adoption leave, shall be handled in accordance with the relevant legislation.

ARTICLE 11 - JOB POSTINGS

11:01 (a) When a vacancy occurs for any reason, including when a new job is created, a temporary position greater than **twenty-five** (25) **working** days, or additional employees are required, the Company will post within five (5) days the said vacancy for **five** (5) working days (Monday to Friday), in order that Hourly employees and Owner Operators may bid for the vacancy in writing.

Job Postings will be posted on the Board by the Company with copies of all Job Postings provided to the Chairperson. The Owner Operators and the Hourly employees will have until expiry of the posting to make their intentions known.

Such notice shall provide information regarding classification, route number if applicable, service area, scheduled hours, equipment required (including paint modifications known), and rate of pay. Selection will be on the basis of the applicant's seniority and qualifications, provided that they have the necessary equipment. The senior qualified applicant will be awarded the position within ten (10) working days. The Company will endeavour to place the successful applicant in the position within twenty (20) working days.

- (b) No hourly employees or owner operators shall voluntarily and successfully apply for more than **two (2) vacancies** in **any** rolling **twelve (12)** month period. This does not apply to the Saturday overtime position or the extra work sign-up.
- (c) Provided that the parties mutually agree, any part time Hourly employees may bid and successfully hold 2 part time positions up to a maximum 8 hours a day. These positions may be bumped individually.

Each position will be paid as per the hourly rate of the posting.

Should two part time positions be combined to create an 8 hour consecutive shift then this new combined position must be reposted as a full time position.

(d) A Union Committee member may bid for a position on behalf of an employee or operator that is absent from work at the time of the posting, provided that the application is in writing, and subject to the normal eligibility requirements of the position.

- (e) Any position that changes from part time to full time will be reposted in accordance with this Article.
- 11:03 Eligible Hourly employees and Owner Operators who apply for posted job vacancies shall be notified of the name of the successful bidder, in writing **within two (2) working days**.
- 11:04 The individual awarded the position shall receive written notification of such award including a copy of the original job posting. The **Chairperson** shall also be given copies of this information.
- 11:05 The Company may fill an Hourly employee absence or temporary vacancy for up to 6 weeks, which may be extended by mutual agreement between the Company and the Union. Such transfer will be offered by seniority among the classification being transferred from.
- 11:06 Any hourly employee temporarily assigned to a higher rated position for a minimum of one (1) shift, shall receive the higher rate of pay for the hours worked in the higher rated position. Any hourly employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.
- 11:07 Where there are new categories of employment for which rates of pay are not established by this Agreement, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an Arbitrator, in accordance with this Agreement.
- 11:08 The Company may temporarily transfer a Late Freight Owner Operator to a regular run as may be required. Any temporary transfer to a regular run shall be offered to Late Freight Owner Operator's by seniority.

ARTICLE 12 - UNIFORMS

- 12:01 Any uniforms required by the Company shall be paid for and supplied by the Company.
- 12:02 All Hourly Employees required to wear safety shoes shall be reimbursed up to \$110.00 per calendar year, with receipt **and will be paid on the next pay period.**
- 12:03 All Hourly warehouse employees shall be provided a back support/brace by the Company, at the employee's request.
- 12:04 The Company will continue to supply winter coats to Hourly warehouse Employees. These coats must remain on Company premises and in the appropriate storage location. The Company will replace them as

necessary based on normal wear and tear. The Company will provide dry cleaning of these coats once per year if requested.

ARTICLE 13 - RETURN TO WORK PROGRAM

13:01 The purpose of an early and safe return to work plan is to provide a fair and consistent practice for accommodating hourly employees and Owner Operators who have been injured or have become ill either permanently or temporarily. To ensure that their needs are accommodated in a manner which most respects their dignity as an integral part of the company.

Every Hourly employees and Owner Operator who is qualified and capable shall be re-integrated into the work force at the appropriate time following an illness or injury if the **Hourly E**mployee or Owner Operator is capable of performing any available modified work that they are medically deemed capable of performing.

The Union understands that each individual shall be addressed on an individual basis.

The company shall be able to place any Hourly **E**mployees **or** Owner Operators in any position within the bargaining unit without having to post such position, understanding that the Hourly employees and Owner Operators shall not relinquish any rights granted under the C.B.A. if non-unionized work is to be performed. The Company, Union, and any affected employees shall meet to discuss and agree on any such work assignment before it is implemented.

Upon any Hourly employees and Owner Operators being medically cleared to perform their pre-injury/disability job function or being cleared for full duties they shall at once be placed into the original position and exact job that they had held. Should said position no longer be available due to elimination of the position the Hourly employees and Owner Operators may then exercise their bumping rights **into a job that does not exceed their functional ability**. Any other displaced individuals may also then exercise their bumping rights.

It is specifically understood that it is the responsibility of the employee requesting accommodation under the provision of this Article to ensure that the functional abilities reports and/or material changes are provided to the Employer with a copy to the Union in a timely manner.

13:02 The Hourly employees and Owner Operators shall promptly comply with any medical examination requested by the Company for the return to work program.

The company shall advise the hourly employees and Owner Operators at least seven (7) days in advance, wherever possible, of such medical

- examination. The Company, Union and affected employee shall mutually agree upon the time and date of the examination.
- 13:03 The cost of a doctors' note required by the Company for Hourly employees and Owner Operators to return to work will be paid by the Company. Any costs for obtaining this note, that would be in excess of \$50.00, requires prior approval of the Company. Such approval will not be unreasonably denied.
- 13:04 The Company and the Union will establish the conditions of return to work of incapacitated Hourly employees and Owner Operators and discuss the conditions of return to work with the injured worker and a representative of the Union. The company will meet with the Union and injured worker representative on a monthly basis to review and assess all ongoing cases.

ARTICLE 14 - SUBSTANCE ABUSE

- 14:01 Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.
- 14:02 The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.
- 14:03 The Company will continue all normal group insurance benefits for Hourly employees while under a medically prescribed course of treatment, for a period up to three (3) months per calendar year. Owner Operators may continue their benefits provided that they remain eligible, continue to pay the premiums, and are enrolled in a medically prescribed course of treatment.

ARTICLE 15 - HARASSMENT, DISCRIMINATION, AND WORK PLACE VIOLENCE OR BULLYING

- 15:01 All Hourly employees and Owner Operators and Management Personnel are expected to treat all persons with courtesy and consideration and must not engage in discrimination, harassment, violence or bullying of any kind. Prohibited grounds for harassment are race, national or ethnic origin, colour, union status or position, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction for an offence for which a pardon has been granted.
 - (a) It is understood that both the Company and the Union shall cooperate in every way to reduce or eliminate any type of harassment, violence or bullying in the workplace and as per the

- Company Anti-Harassment, violence, bullying and Discrimination policy or relevant legislation.
- (b) Properly discharged supervisory responsibilities; including the delegation of work assignments, the assessment of discipline, or any conduct that does not undermine the dignity of the individual is in no way to be considered harassment.

15:02 Complaint Resolution Procedure

If an Hourly Employee or Owner Operator believes that his/her rights under the above ARTICLE have been violated the following shall apply.

- (i) Tell the person involved as soon as possible, how you feel, and request that he/she stops the conduct you find offensive.
- (ii) If you feel uncomfortable approaching the person, or if the violation of rights continues, bring the incident forming the basis of the complaint (in writing) to the attention of the **Employer and the Union Committee Chairperson** where each shall then be responsible for delegating the individuals responsible to handle the complaint or conduct the investigation themselves.
- (iii) The Joint Investigation Committee will consist of equal representation from the Employer and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis.
- (iv) It is the intention of the Company and the Union that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- (v) All matters brought before the **Joint Investigation C**ommittee will be dealt with in a confidential manner.
- 15:03 Any complaint not resolved through this process may be taken either to the **Canadian Human Rights Commission** or handled as the subject of a grievance and arbitration.

ARTICLE 16 - CLASSIFICATIONS

- 16:01 Regular Full time Hourly employees: Any Hourly employees regularly scheduled to work thirty (35) hours per week or more and who are available for eight (8) hours of work on each day of their regularly scheduled work period shall be considered Full time Hourly employees.
- 16:02 Regular Part time Hourly employees: Any Hourly Employees regularly scheduled to work twenty (20) hours or more per week shall be considered Regular Part time Hourly employees.

- 16:03 Part time Unassigned: Any Hourly Employees scheduled to work less than twenty (20) hours per week shall be considered Part time Unassigned Hourly Employees.
- 16:04 Part time Unassigned Hourly Employees may be employed to relieve positions normally occupied by regular full time and part time Hourly employees who are absent from work for any reason. Part time unassigned will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of Full time and Regular Part time Hourly Employees or Owner Operators.
- 16:05 Regular and Unassigned Part time Hourly Employees will be paid at the regular rate of pay of the applicable classification based on their seniority.
- 16:06 Regular and Unassigned Part time Hourly Employees will pay Union dues in accordance with the CAW National Constitution.
- 16:07 Regular Part time and Part Time Unassigned Hourly employees are covered by all articles of the collective agreement save and except health and welfare benefits; however, any part time employee that works an average thirty (35) hours per week for four weeks in seven shall be reclassified to Regular Full time and be afforded health and welfare coverage under this agreement; except as a result of hours worked for coverage in the following areas.
 - 1. Sick leave coverage
 - 2. Vacation coverage
 - 3. Open, non bid upon routes or positions
 - 4. Leave of absence coverage.
 - 5. Owner Operator route relief
- 16:08 In order to ensure the Company is able to schedule an adequate number of Hourly employees on each shift, part time unassigned will provide the Company with their available dates on a bi-weekly basis or in a manner mutually agreed.

16:09 Classifications

- 1. Warehouse Lead Hand
- 2. Warehouse
- 3. Warehouse Sorter
- 4. G Driver

- 5. DZ driver
- 6. Clerical
- 7. Owner Operator
- 8. Relief Driver
- 9. Dispatcher
- 16:10 The job classifications listed above in no way negate the fact that from time to time the company shall need to be able to move people around in their general classification group in order to accommodate any staffing shortages, occasional emergency situations, and cross training requirements, in accordance with the Collective Agreement.

ARTICLE 17 - WORKING TOGETHER

- 17:01 The Union and the Employer acknowledge the mutual benefits derived from joint discussion and consultation and agree to establish a Labour/Management committee. This Committee will attempt to foster effective communication and working relationships between the parties, and to maintain a spirit of mutual co-operation and respect.
- 17:02The Labour/Management Committee will be composed of two (2) Union Committeepersons and two (2) representatives of the Employer. A representative of each party shall be designated Co-Chairs, and the two (2) persons so designated shall alternate in presiding over meetings and preparing the agenda. Either party may bring in additional representatives and will provide seven (7) calendar days notice of such to all Committee Members.
- 17:03An agenda of matters proposed to be discussed will be exchanged at least seven (7) calendar days prior to the scheduled meeting. Should a matter of an urgency arise after the agenda has been circulated, the parties upon mutual agreement will discuss such matter at the scheduled meeting.
- 17:04Tentative minutes of the meeting shall be circulated within seven (7) calendar days of the meeting to all members of the Committee. The minutes of meetings will be approved at the next meeting. In the event agreement cannot be reached on the minutes, outstanding items in the minutes will be clearly reflected and such minutes will stand.
- 17:05The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to discussions and conclusions, and shall not have the power to add to or modify the terms of this Collective Agreement.

17:06Grievances will not be the subject matter of any Labour Management Meetings.

ARTICLE 18 - ELECTRONIC SURVEILLANCE EQUIPMENT

18:01 The following notice will be posted in all work places covered by the Collective Agreement:

"Due to the nature of our business and occasional requests from customers, electronic surveillance equipment may be installed from time to time in the workplace."

18:02 It is understood that such equipment will not be installed in areas where Hourly employees and Owner Operators are entitled to expect privacy, such as washrooms, locker rooms, and lunchrooms.

ARTICLE 19 - LAYOFF AND RECALL

- 19:01 In the event of a reduction in the workforce, all probationary Hourly employees and probationary Owner Operators will be laid off first, then by low seniority in the affected classification, subject to the right to bump.
- 19:02 The Company and the Union accept the principle of seniority in layoffs and recall and agree that if the Hourly employee or Owner Operator possesses the required qualifications and ability that length of continuous service will govern.
- 19:03 When adding to the work force of Hourly employees or Owner Operators covered by this Agreement, those previously laid off will be recalled on the basis of seniority.
- 19:04 (a) The Company will notify such Hourly employee or Owner Operator at their last known address by registered mail. If such person fails to report within three (3) working days from date of receipt, the standing as an Hourly employee and of any Owner Operator failing to report within three (3) days will be forfeited, unless mutually agreed between the Company and Owner Operator or Hourly Employee on a case by case basis.
 - (b) It shall be the responsibility of every Hourly employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied within three (3) working days of such change.
- 19:05 In the event of a layoff the Company will endeavour to provide as much notice of layoff as possible.
- 19:06 The herein layoff and bumping shall apply to Hourly employees and Owner Operators; however, Owner Operators shall not be allowed to

bump Hourly employees and Hourly employees may not bump Owner Operators.

19:06 The following situations shall trigger a bump situation.

- 1. Route cancellation
- 2. Layoff
- 3. Facility /depot move outside of Essex County
- 4. Any "material change" of service area, revenue, awarded job, or classification
- 5. Any displacement **

Bumping Protocols

Any Owner Operator or Hourly employee that falls into a bump situation shall be able to bump any junior Owner Operator or any junior Hourly employee in the province of Ontario provided they posses the required skills, equipment, and qualifications.

Any individual placed into a bumping situation shall upon notification in writing have five (5) working days to notify the company of their intentions. The company shall then provide the Employee or Owner Operator with all information required to be able to make an informed choice of the individual that they wish to bump.

For the purposes of this Article "material change" in revenue shall mean any loss of route revenue in excess of 15% for a sustained period of four weeks in any five-week period. A 15% sustained reduction shall not be considered a material change if there has been a company wide reduction of route revenue in excess of 15% for the same period.

- 19:07 (a) Hourly employees and owner operators will have twenty-four (24) months of recall rights.
 - (b) If an hourly employee has been laid off for a period beyond the limits of his/her recall rights without having been recalled, he/she will receive severance pay.
 - (c) An hourly employee during the recall period, may wish to accept severance and by such acceptance will have terminated the employment relationship.
 - (d) Seniority will continue to accrue during layoff.
 - (e) Severance will be paid in accordance with the Canada Labour Code.

ARTICLE 20 - HEALTH, SAFETY, AND EQUIPMENT

20:01 (a) The Company will not require hourly employees to operate any company vehicle on the streets or highways that is not in a safe operating condition or equipped with safety appliances prescribed by law.

- (b) The Company will not require hourly employees to operate any equipment that is in violation of any relevant statutes. It will not be a violation of this Agreement when hourly employees refuse to operate unsafe equipment or those not properly equipped as prescribed by law.
- (c) The Company will not ask any hourly employee to take out a vehicle until same has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of management and a certified mechanic. Such certificate shall be in writing. Should said vehicle be certified by a mechanic as safe, then the employee who refused to take said vehicle out shall be subject to discipline
- 20:02 Hourly employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) copy may be retained by the hourly employee.
- 20:03 Hourly employee operated Company vehicles will be equipped with a handcart.
- Maintenance of Company equipment in good running condition is the duty and the responsibility of the Company. It is also the responsibility of the Company to maintain cleanliness of the warehouse. Maintenance of Owner Operator equipment in good running condition is the duty and responsibility of the Owner Operator. All Company vehicles will be equipped with adequate heaters, windshield wipers, and defoggers. Windshield washer solution and motor oil shall be readily available at all times for Company vehicles. The Company will keep speedometers and fuel gauges in proper working order and reasonably accurate on all Company vehicles.
 - (b) The Company must keep the employee washrooms clean and supplied with soap, toilet paper and paper towels at all time. The Company must ensure that supplies are readily available at all times.
- 20:05 The Company will provide training and proper equipment to properly and safely fuel any propane vehicles.
- 20:06 Accidents for which the hourly employee is at fault or for which their action or lack of action is a contributing factor may result in disciplinary action.

- 20:07 (a) Hourly employees shall be paid for all time lost during the investigation period relating to an accident in which that hourly employee was involved, should it be found that that Hourly employee was not at fault. Hourly employees and Owner Operators are required to report all accidents to the Company.
 - (b) All accidents will be reviewed by the Joint Health & Safety Committee who shall provide the Company with a detailed report in writing of their recommendations for preventative measures.
- 20:08 Hourly employees involved in accidents will be notified by the Health & Safety Committee, through the Company, whether the accident was a preventable or non-preventable accident.
- 20:09 Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.
- 20:10 The Company and the Union will make every effort to comply and promote in a timely manner all legislation pertaining to occupational health and safety.
- 20:11 Where deemed necessary by the Joint Health and Safety Committee, safety equipment will be supplied and paid for by the Company, except as amended by the Collective Agreement.
- 20:12 The company shall have a joint Health and Safety Committee. All findings and reasonable recommendations of the joint Health and Safety Committee shall be binding on the Company.
- 20:13 The Health and Safety Committee will consist of one (1) Union member and one (1) Company member, unless more are required pursuant to the Act, in which case the minimum number of members will be used. All members of the joint Committee will be properly trained. Training will be conducted on Company time, and will be paid.

ARTICLE 21 - REROUTES

- 21:01 In the event a reroute, including additions to a route, is required to enhance or retain the overall service levels on a specific route or routes, the following will apply:
 - (a) The onus will be on the company to prove the need to remove or add work from the Owner Operator route, subject to the unions right to grieve in the event of a dispute arising.
 - (b) The company and the union agree to meet and discuss the matter prior to any route being changed.
 - (c) The removal of an individual stop from an Owner Operator route as a result of a disciplinary measure for service related issues does

not constitute a reroute or reduction for the purposes of Article 19 (Layoff and Recall).

- 21:02 No route shall be increased to a level that requires greater than eight (8) hours per day regular average delivery time (exclusive of loading, breaks, paperwork, lunches, downtime, and unloading). Management reserves the right to time study routes at any time to establish a total regular delivery time for the route.
- 21:03 Where an addition to a route may only be performed by one Owner Operator in a manner that enhances the overall service levels of a route, the addition shall be added to the route of and performed by that Owner Operator, subject to Article 21.02.
- 21:04 Where an addition to a route can be performed by two or more Owner Operators in a manner that enhances the overall service levels of a route the addition shall be offered by seniority. Where no Owner Operator voluntarily accepts the addition, the addition shall be added to the route of and performed by the least senior Owner Operator, subject to Article 21.02.
- 21:05 Where an addition to a route does not correspond to an existing rate or comparable fee, the rate shall be set by the Company in consultation with the Union. Where the Union feels the rate set is unreasonable in any event of the consultation, the matter may be referred to arbitration.

ARTICLE 22 - HEALTH AND WELFARE

22:01 The Company shall continue to maintain payments of the monthly premiums for a comprehensive health and welfare benefit program for eligible regular Full time Hourly Employees and their eligible dependants, for the following benefits or their equivalent:

HEALTH PLAN

1. Pay Direct Drugs
The co-insurance is one hundred percent (100%).

2. Extended Health Care

The co-insurance is 100%

- A maximum of \$1,000 combined per calendar year for paramedical disciplines;
- A maximum of \$2,000 per year combined for hearing aids and orthotics;
- A maximum of \$2,000 per year for all medical services and supplies.

OPTIONAL RIDERS TO HEALTH PLAN

Semi-Private Hospital Accommodation to a maximum of \$1,000 per year at one hundred percent (100%).

Vision Benefits

\$150.00 per twenty-four (24) months plus one (1) eye exam yearly.

Emergency Out of Canada \$1,000,000 per lifetime, thirty (30) days at one hundred percent (100%).

3. **DENTAL**

Basic Services

The co-insurance for basic services is 100%.

- Recall examinations are eligible once every **six (6)** months.
- A maximum of \$1,500 per calendar year applies. This maximum also includes major dental covered at fifty percent (50%) and basic at one hundred percent (100%).

Optional Riders to Dental Plan

Orthodontic Services

are not included as a benefit of your plan.

4. Life Insurance

Benefit Amount \$50,000 Non-Evidence Maximum \$50,000

Reduction of Insurance

Term: **70 or retirement.**

5. Accidental Death, Disease and Dismemberment

Benefit Amount Accidental Death – 100% of your life insurance benefit (\$50,000)

Accidental/Disease Dismemberment – loss schedule ranging from 200% to 25% of your life insurance amount for dismemberment, Paralysis, or Loss of use as a result of accidental injury or Critical disease

Critical Disease – 10% of your life insurance benefit, to a maximum benefit of \$50,000

Reduction Your insurance reduces by 50% at age 65, to a

maximum benefit of \$50,000

Termination Age Your insurance terminates at age 70

6. Long Term Disability (LTD)

Maximum \$2,500/month;
Non-Evidence maximum \$1,500/month;
Elimination period 119 days;
Benefit period 5 years;

Occupation definition Termination age Taxable 5 year own occupation; 65 or prior retirement; No.

7. Critical Illness \$1,000 per lifetime maximum.

- 22:02 The Company agrees to provide all eligible employees with current details and information covering all benefit programs for which premiums are paid pursuant to this Collective Agreement. This book shall be provided at date of hire.
- 22:03 These benefits are available to the eligible employee the first (1st) month following the date of commencement of regular full time hourly employment.
- 22:04 The Employer shall have the right to change insurance carriers provided equivalent or better coverage is maintained. If the carrier is changed, then the Employer shall provide the Union with proof of such new coverage or plan.
- 22:05 Owner Operators with a minimum of twelve (12) months seniority and who have earned an average of \$700.00 per week in gross receipts in the preceding twelve (12) months may request benefit coverage. Eligible Owner Operators shall have the option, at their own cost, to be included in the Company benefit program. The Company will deduct the cost of benefits opted for from the Owner Operator's invoice one month in advance.
- 22:06 If an Owner Operator chooses to participate in the above benefits plan, he/she must participate in the plan for a minimum of twenty-four (24) months. Should an Owner Operator terminate participation in the plan, the Owner Operator shall not be eligible to rejoin the plans for a period of twenty-four (24) months from the date the coverage was terminated. All coverage shall be subject to the eligibility requirements of the plan, including medical evidence as may be required.
- 22:07 Probationary employees shall not be entitled to any of the foregoing benefits. Any Hourly Employee or Owner Operator who becomes eligible pursuant to the Collective Agreement will be enrolled in the benefit plans at the first enrolment date permitted by the benefits carrier.
 - Part time employees with a minimum of 12 months seniority and who have worked on average of 24 hours per week during the previous 12 month period will be eligible as a full time employee for the Company benefit program.
- 22:08 The Company will continue to pay premiums for the herein benefits for eligible employees provided that the employee is actively working. Owner Operators shall not be permitted to continue on the benefit plan unless

they are actively working with the Employer. Benefits will continue for eligible Hourly Employees and Owner Operators following the last premium payment made in accordance with the terms of the applicable benefit plan.

ARTICLE 23 - EQUIPMENT

- 23:01 Placard holders to be installed and paid for by the Company, if required by the Company.
- 23:02 Company will supply scanners and pagers as required by the Company. Owner Operators are required to replace any scanners or pagers lost or damaged as a result of the negligence of the Owner Operator. Normal wear and tear or accidental damage will not be considered negligence.

ARTICLE 24 - OWNER OPERATORS LEAVE OF ABSENCE

- 24:01Owner Operators will be entitled to one (1) week personal leave per calendar year.
- **24:02**During this leave the company will provide coverage for the Owner Operator, the Owner Operator will forego all route revenues during the leave. The company will cover the Owner Operators route by utilizing the late freight Owner Operators, regular part time, part time unassigned employees, students, and by management where necessary.
- 24:03The Owner Operators are required to apply in writing to their general manager by February 28th of each calendar year their selected dates for their personal leave. The selection should also include their 2nd and 3rd alternative preferred dates for leave. A minimum of two (2) weeks notice must be given when submitting for personal leave during the period of February 1st through March 31st and will be granted on a first come first serve basis. The Company will post the personal leave schedule by March 31st. Once the leave is approved, an Owner Operator may not cancel such leave unless due to extraordinary circumstances.
- **24:04**Such leave will be granted by seniority using one seniority list for Owner Operators. The Company will allow one (1) Owner Operator to schedule a personal leave at a time when the Company provides the relief driver. Requests for leaves after February 28th will be considered on a first come first serve basis.
- **24:05**The Owner Operators must take their personal leave time between February 1st and October 7th for each calendar year, personal leave must be taken during the prescribed time and cannot be banked and carried over from year to year. Owner Operators who do not book or take personal leave shall not be able to carry said leave forward. Owner Operators who do not select or take personal leave time during any calendar year will not be compensated for any or all unused personal leave time.

- **24:06**Owner Operators may only take their personal leave time in a one (1) week block and may not split leave time by the day.
- **24:07**Owner Operators while on personal leave cannot be called into work unless the Owner Operator agrees. When an Owner Operator is called in, by mutual agreement, the Owner Operator will have the right to negotiate their remaining personal leave prior to returning to work.
- 24:08Should an Owner Operator wish to take more than one (1) week of personal leave, he/she may do so provided the Owner Operator provides a Relief Driver to cover the extra leave time.

ARTICLE 25 - GENERAL

- 25:01 Owner Operators and the Company will be able to negotiate individual rates above or below the minimums. Any such negotiated rates must be agreed to by the company and the Union **Committee Chairperson**. Expedites and specials may be negotiated between the Company and Owner Operator and do not require the agreement or participation of the Union; however, the Union will receive a copy of such agreement within 24 hours. Expedited work will be dispatched to expeditors according to seniority and availability. Thereafter, the expedited work will be offered to owner operators, who have signed onto the "Extra Work List", based upon seniority and availability.
- 25:02 It is recognized by both parties that from time to time customer specific rates that are lower than the herein negotiated rates are required to build the business. In these circumstances the Company and the **U**nion **Committee Chairperson** shall meet to discuss such individual rates and present the rate which is agreed upon to the affected or new Owner Operator.
- 25:04 No Hourly Employees or Owner Operators are to operate any vehicles or equipment unless properly trained and or licensed as required by relevant **legislative authority**.
- 25:05 (a) When an Owner Operator must be absent for emergency purposes it will be the responsibility of the Owner Operator to supply a relief driver.
 - (b) Should an Owner Operator be absent from their route with an illness or family emergency, and not supply a relief driver, he/she must supply a doctor's note or documentation to substantiate the validity of the absence. If a doctor's note or documentation to substantiate the validity of the absence is provided it shall not be considered an occurrence. If the above terms are not met, the Owner Operator will be subject to discipline.

(c) Vehicle Breakdown

- Should an Owner Operator have a vehicle breakdown, he/she will notify the Company as soon as reasonably possible to make alternative arrangements. If alternative arrangements cannot be made and a Relief Driver is not supplied, and not supply a relief driver, he/she must rent a suitable vehicle to complete the requirements of their route on that date. If the above terms are not met, the Owner Operator will be subject to discipline.
- (d) If the repairs take more than one day to complete, the onus will be on the Owner Operator to ensure that the route is covered beyond the first day of the vehicle breakdown. The Company is under no obligation to cover the Owner Operators route for the period of a vehicle breakdown. In the event of a vehicle breakdown, the Company will offer **reasonable** assistance to the Owner Operator to secure a vehicle at the Owner Operator's expense that would allow the Owner Operator to complete the route or in providing a relief driver. If the above terms are not met, the Owner Operator will be subject to discipline.
- (e) The Owner Operator will ensure the **Company** Relief Driver (if used) is compensated for their time and travel. Should a dispute arise for compensation, the rate will be awarded/decided according to the terms of the collective agreement and paid on the next cheque to the **Company** Relief Driver and deducted from the Owner Operator involved.
- (f) Any failure by an Owner Operator to provide a relief driver, for any other reason and whether or not discipline may be imposed, will be considered an "occurrence". Any occurrences in excess of two (2) per calendar year will be subject to discipline. If the Company must relieve an Owner Operator, the Company will retain the revenue for the relief period.
- (g) The owner operator will ensure the relief driver (if used) is compensated for their time and travel. Should a dispute arise for compensation, the rate will be awarded/ decided according to the terms of the collective agreement and paid on the next cheque to the relief driver and deducted from the owner operator involved. In the event of a vehicle breakdown, the company will offer assistance to the owner operator to secure a vehicle at the Owner Operators expense that would allow the Owner Operator to complete the route or in providing a relief driver.
- 25:06 If any Owner Operator wants to use another Owner Operator currently working for the Company to provide relief, the Owner Operator must first obtain the approval of the Company.
- 25:07 (a) All Owner Operators will have their invoices paid by direct deposit. The payment records will be distributed at the end of day on Friday

every week. Any shortages or more than twenty-five dollars (\$25.00) will be paid within twenty-four (24) hours if due to Company error, provided that the Company is notified within one (1) week of the shortage. The Company will not to hold back more than one (1) weeks pay.

Should an overpayment of five hundred dollars (\$500.00) occur, the Company will immediately notify the Local Union President.

- (b) Should a discrepancy of ten dollars (\$10.00) or more arise between the Owner Operator's count and the office count on the "Broker Count Sheet", the Company will bring the discrepancy immediately to the attention of the Owner Operator. The Owner Operator will have the opportunity to review the documents to determine if a discrepancy does exist. Such review will need to occur the next business day. If the Owner Operator is not able to verify, he/she may designate the Chairperson to review such documentation. Should the Owner Operator choose not to verify the documentation, it will be agreed that the Office Count will stand.
- (c) Reimbursements for safety shoes, doctor's notes, transponder fees and decals will be paid on the following pay period.
- 25:08 All Hourly Employees will have their wages paid by direct deposit. The payment records will be distributed at the end of day on Friday every week. All pay shortages brought to the attention of the Company will be paid on the next available deposit.
- 25:09 The Company agrees to abide by the Canadian Labour Code.

Where the Collective Agreement provides a greater benefit than the Canadian Labour Code or any other legislative or statutory requirement, the Collective Agreement shall prevail.

25:10 The Union will be provided with the Rate Schedule for all routes and updates with any changes highlighted.

ARTICLE 26 - CONVERTING OWNER TO HOURLY

- 26:01 The Company will not convert an existing route to hourly unless there are no successful applicants to a job posting for an Owner Operator route, in which case the Company may re-post the route as hourly.
- 26:02In the event the Company decides to convert any Owner Operator Route to an Hourly Owner Operator Route, the following will apply:

- (a) The Company shall give at least sixty (60) calendar days notice of the conversion to the Union and the Owner Operator involved; and
- (b) The Company will meet with the Union and Owner Operator one (1) month in advance of any such conversion to discuss any issues of mutual concern.

ARTICLE 27 - STRIKES AND LOCKOUTS

- 27:01 In as much as this **Collective** Agreement provides orderly procedures for the settlement of employees grievances and for the handling of disputes, the parties hereto agree that there shall be no strikes, work stoppages, slow downs, lockouts, or threat of same during the term of this Agreement.
- 27:02 The words strike and lockout as used herein are agreed to have the meanings defined for these works in the *Canada Labour Code* and the appropriate jurisprudence.

ARTICLE 28 - DATA TO UNION

- 28:01 The Company will supply the Committee and the Local Union with the information listed below from time to time and as may be required, and not less than once per quarter:
 - (a) Employees acquiring seniority during the month;
 - (b) Employees who transferred into or out of the Bargaining Unit during the month;
 - (c) Employees on leave of absence;
 - (d) Employees on layoff;
 - (e) Employees who have lost seniority;
 - (f) Employees who have been discharged;
 - (g) The names, addresses, **telephone numbers** and postal codes of bargaining unit employees;
 - (h) Employees on W.S.I.B. during the month and the date of occurrence;
 - (i) Retirees.

ARTICLE 29 - LETTERS AND SCHEDULES

29:01 All Letters of Intent, Letters of Understanding, Appendixes and Schedules attached hereto shall form part of the Agreement.

ARTICLE 30 - PAY EQUITY

30:01 The Company agrees to comply with the pay equity legislation.

ARTICLE 31 - RELIEF DRIVERS

- 31:01 The parties agree that drivers who are engaged or hired by an Owner Operator to act as a Relief Driver in accordance with the Collective Agreement will be subject to discipline should the driver fail to act in accordance with the duties and responsibilities of an Owner Operator. Discipline may include suspension or termination of the relief driver's approved relief driver status.
- 31:02 In the event that an Owner Operator engages or hires a relief driver from outside the bargaining unit the Owner Operator assumes all responsibility for the actions of said relief driver and shall be disciplined accordingly should the relief driver fail to act in accordance with the duties and responsibility of an Owner Operator.
- 31:03 It is further agreed that no Owner Operator shall be disciplined for the actions of a non bargaining unit relief driver.
- 31:04 The Company may in its sole discretion terminate the relief driver from approved relief driver status provided the Company is able to supply a reasonable explanation as to the removal.
- 31:05 Relief drivers must verify training and provide the following documents before being approved to cover time off; proof of insurance, a valid drivers license, proof of WSIB coverage or clearance, or other documents that may be required as a result of legislative or statutory requirements.

ARTICLE 32 - MISCELLANEOUS

- 32:01 If a driver's driving privileges are suspended or rescinded the driver will be moved into a non driving position if available, but shall not be guaranteed any hours or be allowed to bump.
- 32:02 The Company shall not be responsible for the loss, damage, or destruction of personal property while such property is on Company premises, in vehicles or equipment, or in use on Company business.
- 32:03 The Company will provide each Hourly Employee and Owner Operator a copy of the Collective Agreement, at the time of hiring. The Union will provide the Company with all necessary copies of the Collective Agreement.
- 32:04 Hourly Employees' and Owner Operator Lunchroom The Company will supply accommodations for an employee lunchroom equipped with a timed microwave oven, fridge, and running water.

32:05 Maintenance of the lunchroom will be the responsibility of the Company, however Hourly Employees and Owner Operators agree to observe common courtesy and manners and rules of cleanliness in the use thereof.

ARTICLE 33 - HOURS OF WORK

- 33:01 The regular work week shall be 40 hours and consist of five (5) days, Monday through Friday, with hours as set out herein.
- 33:02 The regular schedule of hours for employees shall be:
 - 1. Warehouse Lead Hand 4:00 a.m. 12:30 a.m.
 - 2. Warehouse (Split) 5:00 a.m. 11:00 a.m/3:30 p.m. 5:30 p.m.
 - 3. Warehouse Sorter 3:00 p.m. 10:00 p.m.
 - 4. G Driver 10:00 a.m. 5:30 p.m.
 - 5. DZ driver 10:00 a.m. 5:30 p.m.
 - 6. Clerical 10:30 a.m. 3:30 p.m.
 - 9. Dispatcher 10:00 a.m. 5:30 p.m.
- 33:03 The Company may vary the foregoing start and finish times by up to two (2) hours earlier or later. The Company will give at least two (2) days notice of any change where possible.
- 33:04 Nothing in this Article shall be construed as a guarantee of hours or days to be worked.
- 33:05 In the event of new shifts being added the Company will discuss the requirements with the Committee.
- 33:06 Overtime will be paid to Hourly Employees for hours worked in excess of 40 hours per week, or in excess of eight (8) hours in a day. No hourly employee shall be required to take time off in lieu of overtime hours worked.
- 33:07 In the event of a disabling injury on the job, an Hourly Employee will be paid for the number of hours for which the hourly employee was scheduled to work on the date of the injury.
- 33:08 Hourly Employees who work a regular full time shift will be entitled to a total of thirty (30) minutes of paid breaks (15 minutes during each half shift). Any Hourly employee who works a part time shift will be entitled to a ten (10) minute paid break for every 3.5 hours of work. Local scheduling practices will prevail, provided that breaks must be taken

during the shift, rather than paid for at the end of the shift, except in emergency situations. Persons working a shift equal to or greater than seven and one half (7.5) scheduled hours shall be entitled to a one half (1/2) hour unpaid lunch at approximately mid shift.

- 33:09 Where overtime work is required it will be allocated on the basis of seniority within the classification, within the department. Overtime work will be allocated to the senior qualified person within the classification within the department first. In the event there are no employees within the classification the work will be offered on the basis of seniority to those qualified persons who have signed an OT list in the department.
- 33:10 In the event that a employee reports for work on his regular shift without having been previously notified not to report, the employee will be given at least three (3) hours work, or if no work is available, he will be paid a minimum of three (3) hours at his regular rate of pay, except in cases of labour disputes or work conditions beyond the control of the Company. All regularly scheduled shifts shall be paid a minimum of three (3) hours, except for part time students.
- 33:11 Overtime Saturday or Sunday will be paid at time and one half. Saturdays (1-½) and Sundays (1-½) An employee working overtime on Saturday or Sunday will be paid for a minimum of three (3) hours this excludes voluntary make-up work regular scheduled Saturday delivery and Saturday sort as per Article 33.12 and excludes pick-up and shipping electronics warehousing in the back room (which is non union work).
- 33:12 The Company will continue its current practice in regards to the Warehouse work and the delivery work performed on Saturday being posted in accordance with this Agreement.

However, the classification affected will be given the first right by seniority. In the event of absence prior to utilizing the "Extra Work List" the Company will offer by seniority the Warehouse work to the other Warehouse classifications and the delivery work to the driver performing the Saturday delivery work.

In the event the driver performing the delivery work agrees he will receive the necessary lift truck training at the Company's expense so he is qualified in the event he is eligible for the offer of work.

ARTICLE 34 - STUDENTS

34:01 It is agreed that the Company may utilize students as follows:

(a) Provided there are no seniority Hourly Employees or Owner Operators qualified to perform the work on layoff or reduced hours.

- **(b)** Students will be paid \$0.50 above the minimum wage in effect at that time.
- (c) Such students shall not regularly work more than twenty-five (25) hours per week.
- 34:02 Article 36.01(**c**) does not apply between May 1st and August 31st where students are hired to cover Owner Operator leaves of absence, vacation, or absenteeism, provided that no other Owner Operator is on layoff.
- 34:03 The Company agrees that it will not utilize students for the purpose of avoiding hiring or reducing employment or of regular full time Hourly Employees or Owner Operators.
- 34:04 Students shall not have or be entitled to "seniority" status, and will not be subject to the provisions of this Collective Agreement except as provided in Article 34 Students. Students will pay Union dues in accordance with the CAW National **Constitution**.

ARTICLE 35 - FUEL REBATE FORMULA

35:01 All Owner Operators will receive a fuel rebate on all waybills as follows:

The Company will post on Monday of each week the price of fuel (Petro-Canada Windsor) and pay the percentage increase as below on each waybill:

Price of Fuel	Subsidy Paid
Up to \$0.799	Two percent (2%);
\$0.80 to \$0.899	Three and one-half percent (3-1/2%)
\$0.90 to \$0.999	Four and one-half percent (4-1/2%)
\$1.00 to \$1.09	Five and one-half percent (5-1/2%)
\$1.10 to \$1.30	Six percent (6%)
\$1.31 to \$1.40	Six and one-quarter percent (6-1/4%)
\$1.41 to \$1.50	Six point three, five percent (6.35%)
\$1.51 to \$1.60	Six and one-half percent (6.5%)
\$1.61 to \$1.70	Six point six percent (6.6%)
\$1.71 to \$1.80	Six point seven percent (6.7%)
\$1.81 to \$1.91	Six point eight percent (6.8%)
\$1.91 to \$2.00	Seven percent (7%)

- 35:02 If the price of fuel exceeds **two dollars (\$2.00)** per litre, the parties will meet to discuss alternatives to compensation for the increase.
- 35:03 The fuel surcharge will apply to all waybills and Medex pickup and deliveries. (excludes mail and specials)

ARTICLE 36 - HOLIDAYS

36:01 The following statutory holidays for Hourly Employees will be observed with pay:

New Year's Day	Christmas Day
Canada Day	Victoria Day
Thanksgiving Day	Labour Day
Good Friday	Boxing Day
Civic Holiday	Family Day

- In addition to the statutory holidays listed above, one (1) floating day may be taken. Hourly employees become eligible for their float days after accruing one (1) year service. This Article does not apply to part time unassigned employees. Effective December 8th, 2011, hourly employees will receive two (2) floating days.
 - (b) A floating day may be taken any time for personal convenience during the contract year; however, one (1) week's prior notice must be given to management. It is understood that no more than one (1) Hourly Employees per classification may take the same floating holidays on the same day. In the case of a dispute, seniority shall govern only when more than two employees at the same time for the same dates. For the purpose of this article, Warehouse and Warehouse Leadhand will be considered one classification and Warehouse Sorter, Clerical and Dispatch will be considered one classification.
 - (c) Should the Company not have approved float days, the employee will be paid out at employee's current hourly rate by December 7th of each year.
- 36:03 An Hourly Employee shall be paid any statutory holiday falling during his/her vacation, in addition to vacation pay, pursuant to the relevant legislation.
- 36:04 If a recognized statutory holiday occurs during an Hourly Employee's vacation or on a regular day off, the Company shall observe the provisions of the relevant legislation.
- 36:05 Holiday pay will be computed in accordance with the relevant legislation.
- 36:06 If an Hourly Employee works a scheduled shift that runs into a declared statutory holiday the employee shall be paid in accordance with the relevant legislation.
- 36:07 In the event a statutory (general) holiday is proclaimed by either the Federal or Provincial Governments, such holiday shall also be observed if not already listed in the above holidays

36:08 Owner Operators shall be entitled to statutory holidays off without pay.

ARTICLE 37 - VACATION AND VACATION PAY

- 37:01 No later than the 1st of January of each year, the Company will post on the Union bulletin board, a list of Hourly employees in order of seniority using the hourly employees' respective seniority dates.
- 37:02 Each eligible Hourly employee will select his or her desired time for vacation, understanding that vacation cannot be taken until after their one (1) year anniversary date. An Hourly Employee shall be required to select his or her vacation dates prior to the 28th of February of each year indicating their first preference for vacation dates along with second and third alternate dates to their general manager or designated supervisor.

Any Hourly Employee failing to select his/her vacation date, except for bona fide sickness or injury where the Company is unable to contact them, shall forfeit their seniority rights for vacation selection and will be required to wait until all other eligible hourly employees have made their vacation selection. Any Hourly employee who wishes to change his/her selection after the 28th of February will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the Company's approval.

Any hourly employee that follows all vacation guidelines shall always be able to exercise their seniority to obtain their vacation dates. Should an hourly employee not be granted their desired vacation days requested, submitted on or before February 28th, then said hourly employee shall still be able to exercise their seniority in selecting alternate dates. Employees must provide a minimum of two (2) weeks notice for requests prior to February 28th and such requests will be granted on a first come first serve basis.

Vacation schedule to be finalized and posted no later than the first of April each year. The company shall also ensure that all hourly employees wishing vacation dates prior to the 1st week of April shall be dealt with first. Employees must provide two (2) weeks notice of such request and will be granted on a first come first serve basis.

- 37:03 The Company shall permit up to one (1) hourly employee in any one classification in any one department in any one facility covered by this Agreement, to take vacation time at the same time. For the purpose of this article, Warehouse and Warehouse Leadhand will be considered one classification and Warehouse Sorter, Clerical and Dispatch will be considered one classification.
- 37:04 Hourly employees may split their vacation weeks (in whole weeks), if they so desire, or take them consecutively.

37:05 (a) Hourly employees who have completed one (1) year of service shall be entitled to vacation with pay on or after their anniversary date and must be taken within twelve (12) months thereafter.

Years of Service	% of Earnings	# of Weeks
One (1) - Five (5)	4%	2 weeks
Six (6) - Ten (10)	6%	3 weeks
Eleven (11) – Fourteen (1	.4) 7%	3.5 weeks
Fifteen (15) and up	8%	4 weeks

- (b) Hourly employees will receive vacation pay at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation.
- (c) In the event of absence due to WSIB, illness, (leave of absence in excess of one (1) month) in no case will the hourly employee be entitled to WSIB Weekly Indemnity, or Long Term Disability benefits in addition to vacation pay.
- 37:06 Vacation pay shall be paid to the hourly employee with the pay immediately prior to their departure on vacation, or if requested, vacation pay will be paid with their pay during the week of vacation or by separate cheque upon their return.
- 37:07 Hourly employees, while on vacation, cannot be called in to work unless the hourly employee agrees. When an hourly employee is called in, by mutual agreement, the hourly employee will have the right to negotiate their remaining vacation prior to returning to work.
- 37:08 In the event that an hourly employee leaves the employ of the Company, they shall receive four percent (4%) of their gross earnings they received while in the employ of the Company, less any vacation time already paid. If an hourly employee has completed six (6) consecutive years of employment, the hourly employee shall be paid six percent (6%) of their wages for any completed portion of their sixth (6th) year of employment, less any vacation time already paid.

ARTICLE 38 - INDIVIDUAL TERMS

38:01 It is hereby understood and agreed that during the period after contract ratification no individual terms more advantageous than provided for in the Agreement will be eroded.

e.g.: Piece rates higher than the Collective Agreement minimums or guarantees more advantageous to the Owner Operator than Collective Agreement minimums will not be eroded.

This does not apply to route change or the elimination of payment for services that are no longer performed.

ARTICLE 39 - RRSP

39:01 The Company will establish a voluntary pension program by January 30th, 2012 with contributions of both parties to begin by February 1st, 2012. The program will provide for a locked in retirement savings account contribution whereby the employee will contribute two percent (2%) of their gross weekly earnings via payroll deduction and the employer shall match that contribution for hourly employees only.

Hourly employees will be provided the option to modify their RRSP contribution annually by submitting such request in writing to the Company by December 1st of each year for such contribution to take effect the first day of January in the following year.

Owner Operators may participate in the program

The carrier of such plan will be Motor City Community Credit Union.

ARTICLE 40 - TRAINING

- 40:01 The Company at its expense, will ensure that all Owner Operators, hourly employees and Company provided Relief Drivers, are properly trained as to their full responsibilities and duties.
- 40:02 New Owner Operators and new Company provided Relief Drivers will be paid at the Clerical new hire rate of pay while in training and others will be at the clerical rate.

ARTICLE 41 – NEW EMPLOYEE ORIENTATION

41:01 Union Information for New Employees

The Employer agrees that a Union Representative will be given an opportunity to interview new employees within regular working hours, without loss of pay, for thirty (30) minutes during the first ten (10) days of employment for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union

ARTICLE 42 - DURATION

42:01This agreement shall be effective from the 9th day of December **2010** to and including the 8th day of December, **2013**. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 8th day of December **2013**, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party. IN WITNESS THEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

SCHEDULE "A"- WAGES

For Hourly Employees, the following increases:

Effective December 8th, 2010	1.5% increase;
Effective December 8th, 2011	1.5% increase;
Effective December 8th, 2012	1.5% increase.

Classification	Curren t	December 8, 2010 (1.5%)	December 8, 2011 (1.5%)	December 8, 2012 (1.5%)
Company Driver	\$17.41	\$17.67	\$17.94	\$18.21
Clerical	\$14.21	\$14.42	\$14.64	\$14.86
Dispatch	\$16.12	\$16.36	\$16.61	\$16.86
Warehouse	\$14.75	\$14.97	\$15.20	\$15.42
Warehouse Leadhand	\$16.25	\$16.49	\$16.74	\$16.99
Warehouse Sorter	\$14.65	\$14.87	\$15.09	\$15.32
Owner Operator Hourly Route	\$18.30	\$18.57	\$18.85	\$19.14

New hired employees will be paid three dollars (\$3.00) per hour less than the rate of the classification they were hired for during their ninety (90) day probationary period, two dollars (\$2.00) per hour less until their twelfth (12th) month anniversary and one dollar (\$1.00) less until their eighteenth (18) month anniversary. This does not apply to students.

For **Owner Operators**, the following increases:

Fees	Year 1 Effective on Ratification	Year 2 December 8, 2011	Year 3 December 8, 2012
All Way Bills	0.0%	1.0%	1.0%
All Count Items	0.0%	1.0 %	1.0%
U.S. Routes	0.0%	1.0%	1.0%
Weight	.01¢/25 lbs-	.02¢/50 lb	s and over
_	49 lbs	·	

The above percentage increases will be added to the current Broker Count items in place prior to ratification and as per the "Current Broker Count Item" list which forms part of this Collective Agreement and any other payment method including the current "Extra Fees".

Cash Collect, cheque, debit and credit cards

Regular waybill + \$1.10

Dangerous Goods
Chain of Signature
Multiples
Regular waybill +\$1.00

Regular waybill +35¢

+ 3 @ 56¢ cap at 14

Medex Cash / Cheque DHL C.O.D.

Border Fees:

The cost of the decal will be paid by the Company. Rates will be adjusted to reflect any future increases in border fees.

LETTER OF UNDERSTANDING #1 - EXPEDITES

The Company agrees to pay expeditors 68.75% of the expedite rates plus one hundred percent (100%) of the fuel surcharge it charges the customer for the service. It is agreed that payment of the one hundred percent (100%) of the fuel surcharge will occur if the expeditor pick-up and delivers the expedite.

The Company agrees that a Union Committeeperson and Expedites will be allowed to review the invoices showing the proper percentage paid on the expedite charge should any questions arise.

LETTER OF UNDERSTANDING #2 - SAME DAY HOURLY BROKER

The company agrees to pay hourly broker furtherance charges as follows:

Lasalle: \$2.50 Oldcastle: \$2.50 Patillo Road: \$6.50 St Clair Beach: \$4.50 Tecumseh: \$2.50

LETTER OF UNDERSTANDING #3 - SPECIALS

Medex will continue its current practice of pricing certain items as specials. These items will include but not be limited to the following:

Bulk deliveries
Cubic dimensions
Out of area deliveries
Extra weight
Special delivery requirements

The company has no immediate plans to change its current practices with respect to pricing specials.

LETTER OF UNDERSTANDING #4 - BUSINESS AGREEMENT

During negotiations in 2010, the parties discussed and agreed that individual business agreements do not exist and only the provisions of the Collective Agreement are applicable to members of the Bargaining Unit.

LETTER OF UNDERSTANDING #5 – HOURS OF WORK

The parties agree that it is in their mutual interest to expand and grow the business. If the opportunity is available to pursue business which falls outside of the currently defined "work week", both parties agree during the term of the collective agreement to meet and attempt to develop a revised definition of "work week" which would support the business expansion. It is understood that a change in the definition of "work week" must be by mutual agreement.

LETTER OF UNDERSTANDING #6 - HEALTH & SAFETY

The Company will recognize an alternate Health & Safety Representative selected by the Union. The Company will have nine (9) committee meetings per calendar year and it is further agreed that the Health and Safety Committee will perform nine (9) workplace inspections every calendar year.

The alternate will represent the employee group if the employee co-chair is unavailable for an extended period of time, such as during a leave of absence, vacation, etc.

During the term of the agreement, the Company will extend an unpaid leave of absence of up to five (5) days to one employee or Owner Operator selected by the Union who seeks certification to perform the duties as an alternate on the Joint Health and Safety Committee.

LETTER OF UNDERSTANDING #7 - EXTRA WORK

During negotiations 2010, the parties had extensive discussions on the "Extra Work List". The parties have agreed that there will be a "Warehouse Extra Work List" and a "Driver's Extra Work List". The parties also agreed that for the purposes of this letter, only the term "employees" will include hourly employees and owner operators. Lists will be posted for thirty (30) days and employees will be called when extra work opportunities arise based on seniority. The employer will post the sign-up sheet by the twenty-third (23rd) day of each month to come into effect the first day of the subsequent month. Should an employee refuse the extra work three (3) times in a thirty (30) day period, he/she will be removed from the respective

list for a period of thirty (30) days which will be referred to as the next list posting.

Should an employee not be available to perform the extra work, such will not be considered a "refusal".

Warehouse Extra Work List

It was agreed that should no employee be available from the floor when extra work arises, the employer will afford the extra work opportunities to the employees on the Extra Work List – Warehouse. Should no employee on the list be able to perform the extra work and there are no employees on the floor, management may perform such work as long as such work is not more than thirty (30) minutes.

Employees who perform the work will be paid in accordance with Schedule "A".

Within sixty (60) days of ratification, the employer will provide Lift Truck training to those employees who are interested in participating in the Extra Work for Warehouse. The cost for the trainer and materials required for the training will be borne by the employer. Employees who choose to attend such training will participate on a voluntary basis.

Copies of the Extra Work Lists and sign-up sheets will be provided to the Chairperson on a monthly basis.

Further, employees who refuse the extra work offered will be required to sign that they have refused such.

LETTER OF UNDERSTANDING #8 - SPLIT SHIFT

During negotiations the parties discussed the use of split shifts and the current split shift in Warehouse was cancelled.

The parties further agree that if the need arises again for a split shift, the parties will meet and may mutually agree on the implementation of one.

LETTER OF UNDERSTANDING #9 - FUEL

The parties discussed during negotiations how the fuel surcharge being paid on waybills could negatively impact the compensation on some routes. The parties agreed that if there is a route that because of the amount of travel and the make up of the route, a limited number of waybills does not compensate the driver at a reasonable level, such route will be reviewed.

The Company is committed to ensure such route is compensated at a fair and equitable level and will consider all options to achieve this.

LETTER OF UNDERSTANDING #10 - PAID EDUCATION LEAVE

The Company agrees to contribute to a Paid Education Leave Fund established by the Union for the purpose of training employees selected by the Union in all aspects of Trade Union functions.

The Company will pay to the CAW Paid Education Leave fund the amount of **three hundred dollars (\$300.00).** Such payment shall be paid within the first month of the contract year **in each** year of the agreement and sent to an address as directed by the Union.

LETTER OF UNDERSTANDING #11 - CORRESPONDENCE

During negotiations the parties had lengthy discussions on the decreasing volume of correspondence and the impact such reduction could potentially have on the owner operators. The parties agreed that it measures needs to be put in place to help minimize the impact of such reduction. It was therefore agreed that mail correspondence would be paid as follows:

\$1.08 - City for first two (2) stops, then \$0.55 for each stop thereafter;

\$1.10 - County for first two (2) stops, then \$0.55 for each stop thereafter.

LETTER OF UNDERSTANDING #12 - DEPENDENT LIFE INSURANCE

The Company agrees that it will make every attempt to provide equal or greater dependent life insurance coverage for spouse and each child for eligible employees. Owner Operators may join this provide at their own expense.

LETTER OF UNDERSTANDING #13 - FUEL REBATE SURCHARGE

It is agreed by the parties that if and when the Company has been notified by DHL of the new fuel surcharge increase, the Company will provide these increases immediately onto the members of the bargaining unit.

Further, the Company will provide the Union with a copy of the fuel surcharge rates agreed to by DHL.

LETTER OF UNDERSTANDING #14 - FIVE TON

The parties agree to meet within ninety (90) days of ratification to discuss and agree to the payment for the "five ton". Should

agreement not be reached between the parties, the matter will be submitted for final and binding arbitration.

DATED IN WINDSOR, ONTARIO THIS	DAY OF	, 2011
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MEDEX COURIER LIMITED CAW-CANADA AND LOCAL 4457

cope343/jjb