

October 6, 2014 BC Proof

**COLLECTIVE AGREEMENT**

BETWEEN



**LOOMIS EXPRESS A DIVISION OF TRANSFORCE**  
(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



**UNIFOR**  
**UNION OF CANADA (UNIFOR CANADA)**  
**Local 114 BC**  
(HEREINAFTER REFERRED TO AS "THE UNION")

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

**LOOMIS EXPRESS A DIVISION OF TRANSFORCE  
(Hereinafter referred to as the "Company")**

**AND:**

**UNIFOR  
(UNIFOR - CANADA)  
(Hereinafter referred to as the "Union")**

WHEREAS it is the desire of the Company and the Union to enter into an agreement governing the wages, rates, hours of work, and working conditions, of the Hourly Employees and Owner Operators of the Company in the classifications as contained within this Agreement arrived on by Memorandum on June 10<sup>th</sup> 2013 and which is incorporated into and forms part of this collective agreement and the applicable provincial appendices.

During the term of this Agreement there will be no lockout by the Company, nor any strike, work stoppage or slowdown by the Hourly Employees and Owner Operators.

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.

**Note;**

***No articles or clauses from both hourly employee and owner operator sections of each provincial appendix including any appendixes, schedules, business agreements, letters of understanding, intents or agreements may be in direct conflict with the National General Language provisions of this Collective Agreement. In such situations the National General Language provisions of this Collective Agreement shall prevail.***

**E&O Included**

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## **ARTICLE 1 – UNION RECOGNITION AND RIGHTS**

### **1.01 Union Recognition**

The Company recognizes the Union as the sole collective bargaining agent of the employees and owner operators covered by this agreement. Properly qualified Officers and Committee persons of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees and owner operators who are members of the Union and are affected by this agreement.

### **1.02 No Discrimination**

The Company shall not discriminate against any of the employees or owner operators who are members of the Union for Union activity and/or for their activities in representing other employees or owner operators.

### **1.03 Successor Rights**

The provisions of Part 1, Chapter L-2, Section 44 of the *Canada Labour Code* dealing with successor rights and obligations are recognized by the parties.

### **1.04 Union Membership**

It is hereby agreed that all employees and owner operators shall become members of the Union and shall as a condition of employment become and remain members of the Union.

### **1.05 Union Dues Deduction**

The Company agrees to deduct from the pay of each employee and owner operator, who is a member of the Union, or covered by this Collective Agreement, an amount of Union dues or their equivalent, as specified by the National Secretary-Treasurer of the Union and forward the full amount so deducted to him or her, or such other person or local union as may be officially designated. Said deductions to be made as directed by the National Secretary-Treasurer of the Union or such person or local union as that official may designate. The monthly dues remittance shall be accompanied by a list of employees or owner operators on the payroll for the pay period in which the deductions were made. A copy of said list only will be forwarded to the local union office as directed by the Union.

### **1.06 Union Dues on T4 Slips**

The Company shall show the total amount of Union dues deducted on the employee's T-4 slip or T4-A's for owner operators at the end of each calendar year.

### **1.07 No Individual Agreements**

The Company agrees not to enter into any agreement or contract with the Union employees or owner operators, individually or collectively, which in any way conflicts with the terms and provisions of the agreement. Any such agreement will be null and void.

### **1.08 Picket Lines**

The Company shall not require an employee or owner operator covered by this

Agreement to cross a legal picket line or to accept any product or goods from any person or employees or owner operators of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees or any person with whom a Union has a picket or placard line around or against.

#### **1.09 Union Label**

It shall not be a violation of this agreement for an employee or owner operator to post the Union label in a conspicuous place in the cab of the vehicle or equipment he/she is operating. The positioning of the label shall be in accordance with Company policy. The standard position shall be the driver's side no-draught window.

#### **1.10 Provision of Collective Agreements**

The Company shall pay for all costs associated to print and distribute a new collective agreement to the membership. The Company shall ensure that all employees and owner operators are provided with a copy of the collective agreement as soon as they are printed or upon hire. Each Local Union shall receive an additional allotment upon request as required for collective agreement administration, subject to availability.

#### **1.11 Payment for Collective Bargaining**

The Company shall pay for the lost wages and/or revenue required for each employee or owner operator to participate on the Union's Bargaining Committee for all days involved in collective bargaining with the Company including the days for the 2012-2013 round of collective bargaining.

#### **1.12 Contracting Out**

- (a) The Company shall not contract out any bargaining unit work or use any lease operator, or lease vehicle other than established in this Collective Agreement.
- (b) Leased Owner Operators will not be used for the purpose of depriving regular Employees of their regular hours of work on their regular shifts.
- (c) The Company agrees it will not use any leasing Equipment/Driver for the purpose of evading this Agreement.
- (d) Any pre-existing P&D contracting out in effect prior to June 1, 2013 may continue to be contracted out for the life of this agreement. No P&D contractor shall drive a vehicle or wear a uniform identifying them as working for Loomis Express. P&D contractors must continue to load and unload their freight to their vehicle at a Loomis facility represented by the UNIFOR.
- (e) No line haul, warehouse or clerical position will be contracted out.
- (f) Unless otherwise specified in this agreement, warehouse staff will prepare the loads and unloads and the language may need to be revised for any HQ loads unless there are local agreements in place to the contrary. No contractor shall perform warehouse work at Loomis facilities unless otherwise specified. The status quo in these issues as of June 1, 2013 shall be maintained for the life of this agreement.

**Note:** The Union will enter into a national Letter of Understanding as per the current

Letter of Understanding relating to in sourcing between DHL and Loomis as per the letter already in place with the addition that if the contract with DHL ends, the Letter of Understanding also expires. The Company will provide an update in writing to the Union if the contract ends.

### **1.13 Bargaining Unit Work**

- (a) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by the Company's employees or owner operators, members of the Union, in the categories covered in this Collective Agreement where such work is under the control of the Company.
- (b) No person not in the bargaining unit shall perform bargaining unit work on a regular and/or on-going basis but may assist in a temporary overload or emergency situation. A Supervisor or Manager must advise the Shop Steward or Designate on shift when this clause is invoked and provide an explanation at that time.

### **1.14 Notification of Representatives**

The Union shall promptly notify the Company in writing of the names of the employees and owner operators who are authorized Union Representatives including their positions and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the Supervisors and Managers with whom said accredited Representatives shall deal and any changes in personnel thereof.

### **1.15 Leave for a Full-Time Union Position**

Any employee or owner operator elected or appointed to a full-time position with the National or Local Union or affiliated organizations shall be granted an indefinite leave of absence without pay provided that thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, the employee or owner operator's seniority shall accumulate. Health and welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first (1<sup>st</sup>) day the employee or owner operator returns to work.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights Defined**

The Union recognizes, except to the extent Management Rights have been abridged or modified by specific terms and conditions in this Agreement, that it is the exclusive function of management only to:

- (a) Hire, classify, promote, demote, lay-off, suspend, discharge or otherwise discipline hourly /Owner Operators for just/reasonable cause.
- (b) Maintain order, discipline and efficiency; and establish and enforce rules and regulations governing the conduct of hourly and Owner Operators, and which will not be inconsistent with the provisions of this Agreement.
- (c) The right to reduce overtime hours wherever and whenever possible.

- (d) The right to determine the products to be handled, the methods of handling and processing and related scheduling of personnel and operations.
- (e) The right to enter into a Business Agreement (Schedule "B") with, reroute, or terminate the Business Agreement (Schedule "B") for just cause.
- (f) The right to assign work by the most economical means available to the Company.

## **2.02 Consistent with Agreement**

The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

## **2.03 Right to Grieve**

The above clauses shall not deprive Hourly Employees and Owner Operators of the right to exercise the grievance procedures as outlined in this Agreement

## **2.04 Management Defined**

The term "Management" shall refer to Management and Supervisors not covered under the certificate of the bargaining unit.

## **2.05 No Strike or Lockout**

During the term of this Agreement, there shall be no lock-out by the Company, nor any strike or work stoppage by the hourly employees and Owner Operators.

# **ARTICLE 3 – GRIEVANCE PROCEDURES**

## **3.01 Intent**

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 settlement of grievances in accordance with the provisions of this Article.

## **3.02 Grievance Defined**

Any complaint, disagreement, or difference of opinion between the Company and the Union or the Hourly Employees and Owner Operators covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

## **3.03 Grievance Initiation**

- (a) Any hourly employee, owner operator, the Union, or the Company may present a grievance. A group and/or policy grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.
- (b) A grievance concerning the dismissal of an employee or termination of contract shall be submitted commencing at Step 3 of the grievance procedure.



- (c) Grievances should normally be filed within ten (10) calendar days from the time the member is aware of the issue that may lead to a grievance. Union or Company group and/or policy grievances should normally be filed within thirty (30) calendar days from the time the Unit Chairperson or designate or the Regional Area Director or designate is aware of the issue that will lead to the grievance.

### **3.04 Grievance Procedure**

The Union and the Company shall each provide a written list of any Union representatives authorized to resolve or respond to grievances in each particular area and at each particular level and will provide the other party with updates to this list in writing when changes occur.

An employee or owner operator having a complaint is encouraged to orally discuss the matter with a Supervisor.

**Step 1:** The employee or owner operator and/or his or her Shop Steward shall submit his/her formal Step 1 grievance in writing to his or her immediate Supervisor, who shall give his or her reply in writing within seven (7) calendar days. If a satisfactory settlement cannot be reached, or if there is no supervisory position at the Branch then;

**Step 2:** Within seven (7) calendar days of receiving a Supervisor's response, a Step 2 grievance may be filed by the Chief Steward or designate in writing with the designated Supervisor or Manager, who shall respond in writing with a particularized response to each specific allegation outlined in the grievance no later than seven (7) calendar days from the date the Step 2 grievance is filed. If the grievance is not resolved at this Step, then;

**Step 3:** Within fourteen (14) calendar days of the designated Supervisor or Manager's response, a Unit Chairperson or designate, or Representative of the National or Local Union may file a written grievance at Step 3 with the Regional Area Director or designate who shall reply in writing with a particularized response to each specific allegation outlined in the grievance within fourteen (14) calendar days.

Failing a satisfactory settlement, the grievance may then be referred to Arbitration, as established in Article 4 of this Agreement.

### **3.05 Time Limits**

- (a) Where a decision with respect to a grievance other than one for unpaid wages is not rendered by the appropriate Company officer or Union official within the prescribed time limits, the grievance will be processed to the next step in the grievance procedure.
- (b) When the appropriate officer of the Company fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement nor does it constitute a precedent.
- (c) Where a technical error has been made in filing a grievance, through

improperly citing the Article alleged to have been violated, an arbitration board shall have the power to allow for the amendment of the grievance, determine the substance of the matter in dispute and render a decision.

- (d) Failure to file a grievance in the appropriate time frame without reasonable grounds or in a manner that would prejudice the other party may be grounds for dismissing the grievance.
- (e) The time limits prescribed in this Article may be extended, but only by mutual consent of the Company and the Local Chairperson in writing.

### **3.06 Required Meetings**

An employee or owner operator who is required to attend any meeting on Company business shall be paid at his/her regular rate of pay for such meetings occurring during his/her regular shift or at applicable rates of pay for all such time spent outside of his/her regular shift. Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the employees or owner operators concerned.

### **3.07 Disclosure of Information**

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

### **3.08 Payment of Grievance Settlements**

All monetary grievances that are mutually agreed upon shall be paid the following pay period, on the Employee's regular pay deposit and shall be accompanied by a written statement outlining the amount and the grievance settlement involved. The Company agrees further that a successful grievance concerning lost pay shall be paid out in the next pay period.

## **ARTICLE 4 – ARBITRATION**

- 4.01** Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a single Arbitrator authorized to deal with disputes under the *Canada Labour Code*.

Such notification of an intent to proceed to arbitration must be made in writing, within thirty (30) calendar days of receiving the response at Step 3.

If the parties cannot agree on a single Arbitrator within fourteen (14) calendar days, they may request the Minister of Labour to appoint a single Arbitrator.

- 4.04** The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer, and shall make such independent investigation as he or she 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 Agreement. The Arbitrator shall not be vested with the power to change, modify, or

alter any of the terms of this Agreement.

- 4.05** The findings and decision of the single Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.
- 4.06** The expense of the Arbitrator shall be borne equally by the Company and the Union.
- 4.07** The single Arbitrator must be prepared to render a decision within thirty (30) days of the completion of the Arbitration hearing.

Should the parties agree prior to/during the hearing that this Clause is impractical, because of the nature of the Arbitration case, the above time provision shall not be operative.

## **ARTICLE 5 – HUMAN RIGHTS, ANTI-HARASSMENT AND VIOLENCE IN THE WORKPLACE**

### **5.01 No Harassment or Discrimination**

Employees will not suffer any harassment or bullying nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, conviction for which a pardon (or equivalent) has been granted, or failure to act on a directive which is illegal or contrary to any provision of this Agreement. The Company will also comply with its responsibilities under the *Canadian Human Rights Act (CHRA)*.

**Workplace Harassment** - The Company and Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis or grounds such as gender, disability, race, colour, sexual orientation, conviction for which a pardon (or equivalent) has been granted or other prohibited grounds as stated in the *Canadian Human Rights Code*. All employee, owner operators, supervisors and managers are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment or bullying may take many forms, verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos, visual materials;
- Refusal to work or converse with an employee because of their racial background, gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.

- Backlash or retaliation for the lodging of a complaint or participation in an investigation;

**Harassment is not:**

Harassment is in no way to be construed as 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. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

**5.02 Filing a Complaint**

(a) If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behavior;
- Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses, and details;
- Report the incident to Supervisor / Union Representative.

(b) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their Supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative / Company Representative.

(c) **Investigation** - Upon receipt of the complaint, the designated Company Representative / designated Union Representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Regional Area Manager or designate and the Local Union President and/or Unit Chairperson or designates. A formal investigation of the complaint will then begin by either the Local Union President and Regional Area Director or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

(d) **Resolution** - The Local Union President and the Regional Area Manager or their designates will then complete a report on the findings of the investigation. The Local Union President and Regional Area Manager or their designates will make a determination on an appropriate resolution, and ensure the resolution is fair and consistent with the intent of the Company and National UNIFOR policy regarding discrimination and harassment in

the workplace.

At the conclusion of this step, if unresolved, the complaint will be inserted into Step 3 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 3 of the grievance procedure, it may be appealed to arbitration. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Human Rights Commission and to seek redress under the *Canadian Human Rights Code*.

The Company and the Union agree that changes may be made to this policy by mutual agreement.

## **ARTICLE 6 – DISCIPLINE AND DISCHARGE PROCEDURES**

### **6.01 Discipline for Just and Reasonable Cause**

Employees and owner operators who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary action will be in writing. A copy of each disciplinary letter will be given to the Unit Chair or designate. All investigations and subsequent discipline will be carried out as expeditiously as possible.

### **6.02 Union Representation**

- (a) No employee or owner operator shall enter the offices of a Supervisor and/or Manager for disciplinary purposes or receive a letter of warning from same without the presence of a Steward of their choice when available (i.e. Chief Steward or Steward). If an employee or owner operator is brought in without this representation, any resulting discipline shall be null and void.
- (b) Where a Shop Steward of their choice is not available on shift, the investigative or disciplinary meeting will be re-scheduled to a later date, but not more than five (5) working days later. If there is a Shop Steward on duty, the meeting will take place during the shift. Such requests shall not be unreasonably denied provided there shall be no additional costs to the Company as a result of the rescheduling and if the Company will not be prejudiced by the delay.
- (c) If there is no Steward appointed or elected in an area, the Unit Chairperson or designate will be directly contacted before any discipline meeting commences or is levied.

- (d) Serious infractions may result in immediate suspension pending investigation. The Unit Chair or designate will be notified at the earliest opportunity. If no discipline is levied, the employee or owner operator shall be made whole for the time held out of service.

### **6.03 Personal File**

Any employee or owner operator shall be allowed to inspect his or her own personal file in the presence of the Company, during normal business hours. Any Officer of the Union, acting on behalf of the Employee, may inspect an employee or owner operator's disciplinary file, with the written authorization from the employee or owner operator.

### **6.04 Removal of Discipline**

Any reprimand notices or disciplinary measures will remain on the employee or owner operator's file for one year from the date of notice or reprimand unless there is a re-occurrence of the same or similar infraction. At the completion of the one year period, the reprimand or disciplinary notice will be removed from the file. Said files to be removed shall not be considered to be removed but shall be physically removed and destroyed. If a repeat infraction occurs within the one year period, the original and subsequent notices or reprimands will remain on the file for a further year from the date of the most recent notice or reprimand.

Reprimand notices and disciplinary measures resulting from a violation of a criminal or civil nature, including driving record, will remain part of the employee or owner operator's file indefinitely.

Whenever an employee or owner operator signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

### **6.05 Suspension or Dismissal Procedure**

The following special procedure will apply when a more than one (1) day suspension or dismissal is contemplated.

- (a) The employee or owner operator will be notified of the charges as soon as the Company is prepared to present them. The Unit Chairperson or designate shall be notified at the same time along with the local Shop Steward for the area.
- (b) When the Union and the employee(s) are notified of the charge(s) as per Article 6.05 (a) above, an "investigative hearing" into the allegations shall be scheduled within five (5) calendar days (excluding Saturdays, Sundays and Statutory Holidays) of the charge(s) being presented.
- (c) The Unit Chairperson or designate and the employee or owner operator will be given at least twenty-four (24) hours' notice of the hearing and in addition will be given a complete outline of all charges and evidence known at least twenty-four (24) hours prior to the hearing. After the initial hearing, further evidence relevant to the investigation or issues in dispute will be provided within twenty-four (24) hours of the Company becoming aware of such evidence.
- (d) The employee or owner operator may be held out of service, pending an investigation, until the time of the hearing. In determining whether to hold the

employee or owner operator out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee or owner operator out of service without pay is subject to the grievance procedure after either discipline is levied or the file is closed. If no discipline is levied, the employee or owner operator shall be made whole for the time held out of service.

- (e) The Chief Steward (and Unit Chairperson or designate or Local Representative if requested) will be present at the investigatory hearing along with the employee or owner operator.
- (f) Any known witnesses and/or known evidence will be called by either party at the hearing or in the twenty four (24) hour period after the hearing and such witnesses will be paid for their attendance at applicable rates.
- (g) The Manager or supervisor must render his/her decision within seven (7) days following the investigatory hearing (excluding Saturdays, Sundays and Statutory Holidays).
- (h) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.
- (i) Violations of this procedure will render any resulting discipline null and void.

## **ARTICLE 7 – PENSION PLAN**

### **7.01 Pension Plan Enrolment**

The Company and employees shall contribute to the Unifor Union of Canada's Pension Trust Fund on a mandatory basis in Alberta and on an elective basis in other agreements.

The effective date of the pension plan is the first day of the calendar month following one (1) year of hire for all Employees.

Three (3) months prior to the scheduled retirement date, the Administrator will provide the opportunity for a full discussion on all matters relevant to retirement benefits.

### **7.02 Pension Plan Contributions**

#### **(a) Company Contributions**

For each employee covered by the Pension Plan, the Company shall contribute the equivalent of three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement. Nova Scotia two percent (2%).

#### **(b) Employee Contributions**

Every employee covered by the Pension Plan shall contribute three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month. Nova Scotia two percent (2%).

- (c) The pension plan contributions are payable to the Trustees of the Pension Trust Fund by the fifteenth (15th) of the month following the work month completed. The payment will include the employee's contributions.
- (d) The contributions are to be forwarded to the Pension Trust Fund Administrator as designated by the Unifor Union of Canada.
- (e) The Pension Plan Administrator agrees to provide full disclosure to a representative of the Company on a regular basis (minimum one (1) year).

### **7.03 Pension Plan Information**

The Administrator agrees to provide those eligible Employees with current details and information covering all Employee benefits and programs, in which the Employees covered by this agreement are entitled to participate. This information, including enrolment forms to participate in the pension plan, shall be provided at the date of hire.

## **ARTICLE 8 – PAID EDUCATION LEAVE**

### **8.01 Paid Education Leave Contributions**

The Company agrees to pay into a special fund two (\$0.02) cents per hour per hourly employee for all compensated hours and twenty cents (\$0.20) per day per owner operators for all owner operators for the purpose of providing paid education leave. The paid education leave will be for the purpose of upgrading the employee and owner operator's skills in all aspects of union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the Company to the following address:

UNIFOR Paid Education Leave Program, 205 Placer Court Toronto Ont., M2H 3H9

### **8.02 Paid Education Leaves of Absence**

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days' class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees and owner operators on said leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 9 – SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical and social problem that can affect employees and owner operators. The Company and the Union have a strong interest in encouraging early treatment and assisting employees and owner operators toward full rehabilitation.



The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral of employees and owner operators to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits applicable to the employee or owner operator while under the care of a medically prescribed course of treatment. If an Institute as selected is not covered under the applicable provincial medical plan, the Company will pay the cost of the treatment.

## **ARTICLE 10 – DURATION OF AGREEMENT**

### **10.01 Duration of Agreement**

This collective agreement shall be in full force and effect from and including April 1, 2013 to and including March 31<sup>st</sup>, 2017 and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter by written notice to party, to require the other party to commence collective bargaining with a view to conclusion or renewal of a Collective Agreement or a new Collective Agreement.

## **ARTICLE 11 WAGES AND RATES**

All wage rates and step rates for all classifications to increase by...

April 1, 2016 2.5%

Increase all Owner Operator compensation in all provincial collective agreements as set out in this Memorandum of Agreement.

Lump sum payment(s)

All Owner Operators and Hourly Employees on the seniority list as of April 1, 2015 shall receive a lump sum payment of \$200 in the first pay period following April 1, 2015.

## **ARTICLE 12 CORE ZONE REVIEW REQUESTS**

Owner Operators and/or the Company may initiate a core zone review in writing once every three (3) calendar months and these adjustments will be handled on an expedited basis through the following procedures:

1. The data from the previous fifteen (15) working days which is required to calculate the core zone shall be provided to the Owner Operator and the Local Chairperson upon request.
2. Any monetary adjustments required to increase the core zone value will be to the date of the original request and will be completed within seven (7) calendar days of the original request. Any monetary adjustments required to decrease the core zone value shall be effective upon implementation.

3. The Company reserves the right to validate any and all data through audits and/or route rides and will provide any resulting information to the Owner Operator and Local Chairperson upon request.
4. Owner Operators and the Company will not be permitted to initiate a core zone review between December and January or use any data from these periods to calculate revised core zones.
5. Core zone adjustments made outside of a reroute shall be limited to a maximum change of six (6) core zone values up or down on the core zone table.
6. Core zone adjustments made following a reroute will be done by assigning approximate core zones to the affected routes and, at the end of a fifteen (15) working day period these approximate core zone values will be reviewed, amended and assigned based on the actual data collected during the fifteen (15) working day period. The Company agrees to provide proof of data to the Owner Operator or Unit Chairperson if requested.
7. The Company will ensure that a team of senior Management from the Operations Department is assigned on an ongoing basis to assist in speedy resolutions of disputes arising out of core zone reviews.

### **ARTICLE 13 OWNER OPERATOR INVOICING PROCEDURES**

The Owner/Operator Invoice is a record of the work that you have performed and are submitting for payment. As such, it is mandatory that the invoice and other complement documents are completed legibly, honestly and accurately. Please read each item carefully and ensure that you are in compliance. Remember, if you have any questions please feel free to review with a Branch Supervisor or Manager.

During the life of this agreement, the Company intends on implementing automated Owner Operator invoicing based on scanned events. The rules and procedures will be updated to reflect the future process based on mutual agreement between the Union and the Company.

1. Branch: The Branch number for which you are performing work
2. Route: The Route code for which you are performing work
3. Date: The Day you are performing the work
4. Name: Full name must appear here. If relief driver is performing the work then her/his name must appear as well.
5. Kilometers: 'Start' are the kilometers when departing from the depot or branch. 'End' are the kilometers when arriving at the depot or branch. 'Total' kilometers to perform work. Any kilometers used for anything other than work (i.e. lunch) are excluded from the total.
6. Stops. Stops are one of the main components that an Owner/Operator charges Loomis Express for work done<sup>1</sup>. A Stop is defined as when an Owner/Operator arrives at a place of business or residence for the sole purpose of Picking Up or Delivering pieces approved by and on behalf of Loomis Express. (Please see 'Address' and 'Receiver' in Definitions section of this document). Some rules to calculate the number of Stops for invoicing include but are not limited to: The Company and the union recognize that multiple stops may occur at one address or location. A pickup and a delivery at the same location and time will be billed as two (2) stops.

a. Regular Pick Ups and Regular Deliveries.

- i. Customers with regular Pick Ups. The Company recognizes that in some cases multiple Pick Ups are necessary to meet service or satisfy a customer request. Owner operators will be paid for these in all circumstances.
- ii. Regular Pick Ups – Nothing to Pick Up; Regular scheduled Pick Up and nothing shipped on that day. Scan and record in the Exception Sheet with time and name of customer.

b. Dispatched Pick Ups with Nothing to Pick Up. Driver is dispatched to customer and nothing is shipped. Scan and record in the Exception Sheet the time and explanation, as well the driver must provide the reference number when readily available on the exception sheet. (Payment may be challenged by the Company)

c. Transfers/Meets.

BC, Ontario, Man/Sask, and N.S. Provisions: Some routes have pre-defined Meets during the day to transfer in and out freight. To transfer freight both, in and out. One meet counts as One Stop. Only the number of Meets assigned for the day can be invoiced. Any additional meet would have to be preapproved by a branch Supervisor or Manager. Please direct any questions regarding the total number of Meets approved or assigned for the day to the branch Supervisor or Manager.

d. Undeliverables. In order to invoice for an unsuccessful delivery proper scanning and record of the Piece number, time and detailed reason for no completion of service in the Exception Sheet is mandatory. (Payment may be challenged by the Company)

- i. Multiple legitimate and reasonable stops to make a successful delivery may be claimable. A second attempt is to be made when the first stop was unsuccessful and there is a legitimate reason to believe that a second attempt will be successful. Any subsequent attempts after the first attempt and during the same day must be authorized by Management.
- ii. Enter an exception (NH, BA, etc) after all efforts have been made and the result of the Stop is confirmed. I.e.: Multi-pieces. There is a rate paid per piece (Please see point 8 'Pieces').

e. Empty Totes/Bins. Record on the Exception Sheet the time, customer and number of totes picked up. This will be billed as a per piece item.

f. All pieces to the same Person/Receiver. Two or more Pieces delivered to the same person count as One Stop even though the receiver name is on the waybill may be different unless for different companies. If driver is directed to different locations in the same building by customer, this counts as separate stops. Driver can't use this to bill separately on his own nor use it to add to stop count. (Please see 'Receiver' in Definitions section of this document).

g. Distance to delivery location. One Stop can be meters or considerably farther between the vehicle and the place for pick up or delivery. Any efforts to complete service are considered One Stop.

h. Receiver/Shipper internal process. Customers may have an easy process for pickups and deliveries; others may have a more cumbersome process. There is no condition pre-defined to Scan and Invoice more than One Stop due to Customers' conditions. Driver will not be

required to wait unreasonably and may make arrangement to return. If conditions to delivery are unreasonable driver contacts management to make other arrangement for delivery.

i. Attempted Delivery

Driver cannot deliver as no one is home or business is closed. Applies to closed business only if driver there during normal hours of operation. Attempts made out of normal hours of operation are considered a service failure.

j. Nothing to Pick Up. When a driver is performing a Regular Pick Up or a Dispatched Pick Up and there is nothing to pick up no Pieces will be invoiced; only the Stop will be paid (See Point 7 for Stop count).

k. Transfer/Meet.

i. Pick Up and Delivery Driver. The driver who Picked Up or who will deliver the pieces being transferred will not claim for the Pieces transferred. The driver doing the Pick Up or Delivery of those Pieces gets paid by the Pick Up or Delivery Event.

ii. Shuttle or Transferring Driver. All Pieces transferred in and out during a Meet will be scanned and invoiced. The driver is claiming those pieces only once because the pick up or delivery was performed by other driver.

7. Miscellaneous – This section is used to list any additional fees such as warehouse time, fuel or any other special fees approved in advance.

8. Pieces - a piece is defined as a unit that is handled individually and had a unique piece identifier (piece number) and barcode. A single piece can be of any size or weight without mechanical assistance.

Guarantee

Guarantees to remain as per the language in place in each provincial collective agreement.

INCORRECT INVOICE/CALCULATION

Drivers are only allowed to bill what is accurate and in compliance with these guidelines.

All the necessary documentation has to be submitted in a complete, accurate and honest manner.

Definitions

Exception Sheet: Aka Non-billable Delivery & Pick Up Manifest; Aka Non-billable Delivery & Pick Up Sheet. On this sheet all non-billable stops and undeliverable attempts are listed and explained. Include example sheet as per Lou. (Note: See Attached – LOU on Exception Sheet).

Meet: is the event or stop during which Pieces are transferred from one driver to another driver.

Receiver: is the person to whom the Shipment is directed to on the waybill information or someone else who receives on behalf of the manifested receiver.

Regular Pick Ups: Customers that have a predefined schedule and it has been approved and instructed by a Supervisor or Manager. Regular Pick Ups could be daily or set up for specific days of the week.

Stop: Defined as where an Owner/Operator arrives at a place of business or residence for the sole purpose of Picking Up or Delivering Loomis Express shipments approved by and on behalf of Loomis Express. This must be a physical address.

Undeliverables: Shipments that couldn't be successfully delivered due to controllable or uncontrollable reasons

The Company will not deduct any portion of the quality payment if the attempts or circumstances were out of the owner operator's control. Any deduction of the quality payment must be presented to the owner operator in person within twenty four (24) hours of the occurrence. If the supervisor fails to notify the owner operator within the twenty four (24) hours, the quality payment will then be automatically paid.

The Company agrees that the current practice of segregating 9 a.m. shipments from regular freight will be implemented in each province.

#### **ARTICLE 14 ROUTES AND REROUTES**

The Company may reroute an Owner Operator if there are consistent verifiable service failures within a route, as a result of decreased volumes, or a consistent failure to meet time definite or day definite services. The Company reserves the right to re-route to enhance or retain required service standards.

The onus will be on the Company to prove the need to remove work from the Owner Operator route, subject to the Union's right to grieve in the event of a dispute arising.

Prior to the reroute, the Company will discuss the change with the affected Owner Operator(s) and the Unit Chairperson. The Company agrees to provide the Union seven (7) calendar day's written notice to the affected Owner Operators and the Unit Chairperson. The following process will be used:

- (i) The Company will inform the affected Owner Operator of the proposed reroute and the Owner Operator will have seven (7) calendar days to respond in writing with his/her suggestions which will be taken into consideration. The Company agrees to provide the Owner Operators with pre route stops, km pieces, post reroute stops, km, pieces, defined boundaries, required vehicle size and estimated corezone.
- (ii) If the above does not satisfy the service concern, then the Company will finalize its reroute plans and meet with the affected Owner Operator as soon as possible to discuss the impending changes to his/her route, and when the change will be implemented. Should more than one route be affected by the changes, the Company agrees to meet with the affected Owner Operators as a group to discuss the reroute changes.
- (iii) The reroute will be implemented no earlier than seven (7) calendar days after finalizing the proposed reroute with the affected Owner Operator(s).
- (iv) The following processes will also occur in the provinces as outlined below:
  - (a) In the event of any reroute in British Columbia, Nova Scotia or Manitoba/Saskatchewan, the incumbent driver will have first option to keep the route.
  - (b) In the event of any reroute in Alberta, if the reroute results in a decrease in the overall numbers of routes, the routes currently occupied by the junior

Owner Operators (or equivalent numbers) must be included in the bid pool. Only routes that have been impacted by the reroute may be volunteered into the Bid Pool by the Owner Operator.

Where the reroute involves more than one Owner Operator, the following process will be utilized to determine route retention, bid pool routes, posting and bidding:

Route Retention / Bid Pool:

- a) Any route, where the revenue has been increased by twenty-five (25%) or more, must be included in the Bid Pool. The Company will provide the relevant data to substantiate to the Owner Operator the increase of the revenue.
- b) If the reroute results in a decrease in the overall numbers of routes, the routes currently occupied by the Junior Owner Operators (of equivalent numbers) must be included in the Bid Pool.
- c) Only routes that have been impacted by the reroute may be volunteered into the Bid Pool by the Owner Operator.
- d) Once the mandatory elements of the Bid Pool have been volunteered their route to the Bid Pool in writing.
- e) "Specials" (revenue) will be included in the above scenarios to determine inclusion in the Bid Pool, but will not be included in the reroute compensation formula.

Bidding and Posting:

- a) Upon final determination of the Bid Pool a posting will be
  - b) The duration of the posting will be five (5) working days.
  - c) All Owner Operators included in the Bid Pool will be required to submit a bid, in writing that clearly identifies their order of preference on every route in the Bid Pool.
  - d) Upon completion of the bid process any remaining routes will be posted and filled in accordance with the Collective Agreement.
- (c) In the event of a facility reroute in Ontario, all affected Owner Operators will bid on new routes in order of seniority.
- (d) Any owner operator whose route is abolished or who is bumped will bump a junior owner operator in, first the depot, then the branch, and then the province unless otherwise specified in this agreement. As an option to bumping as provided above, the Owner Operator may elect to hold seniority and bid on any vacancies that become available in the next nine (9) calendar

months.

- (v) The Union and the Company agree to ensure that all bidding and bumping is completed within five (5) calendar days of the new routes being posted.
- (vi) Further, new customers in an Owner Operator route area will be offered first to the Owner Operator within that area provided that the Owner Operator can fulfill the service standards required by the Company.
- (vii) If the reroute is required as a result of an Owner Operator taking on the new customer the below compensation formula will not apply.

If the reroute results in a loss of revenue for an Owner Operator the Owner Operator will be given a one time compensation based on the revenue lost as follows:

Pre re-route income per day minus post re-route income per day multiplied by thirty (30).

Pre re-route income will be calculated from the T4-A for the previous year's income divided by the number of workdays in the year. If the driver has been on the route for less than a full year, total income earned on route divided by the number of workdays on the route.

Post-re-route will be calculated on the first thirty (30) days of revenue after re-route divided by thirty (30).

(viii) Saturday Reroute Compensation

A re-route that only applies to a change to the Saturday portion of a route the following formula will apply:

Pre re-route Saturday income per day minus post re-route Saturday income per day multiplied by five (5).

Pre re-route income will be calculated by taking an average of the last five (5) Saturdays worked.

Post re-route income will be calculated by taking an average of the first five (5) Saturdays worked.

Saturday Abolishment Compensation

A re-route that only applies to an abolishment or elimination of the Saturday portion of a route the following formula will apply:

Pre re-route income multiplied by five (5).

Pre re-route income will be calculated by taking an average of the last five (5) Saturdays worked.

Note: The above principles are subject to local discussions. In addition, there will be discussion regarding definitions required to be worked out on terms such as incumbency, facility reroute, etc.

### **ARTICLE 15 ROUTE FLEX**

In the event it is determined that the Owner Operator is unable to make a delivery(s) or pick-up(s) in his/her area, Management reserves the right to assign pickup and deliveries to surrounding routes in order to maintain customer service.

The intent of this language is that the Company would have specific reasons for assigning stops to surrounding routes. This would be done on a one-off and not on a permanent basis.

If an Owner Operator anticipates that a single stop will occupy too much time or that a stop will bulk out their vehicle thus causing the potential for a negative impact on the quality payment, the Owner Operator must contact their Direct Supervisor to request relief from the situation. The Company will make alternate arrangements to complete the stop which in no way will negatively impact the quality payment paid to the Owner Operator. Such requests will not be unreasonably denied.

### **ARTICLE 16 WAYBILLS**

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practices in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

### **ARTICLE 17 BUMPING**

Bumping to a full-time or part-time position is mandatory when there is a loss of hours or position(s) within a depot however severance options to be available if member can only bump to casual / part-time unassigned or another branch or depot.

All other bumping procedures from each province shall remain the same.

## **LETTER OF UNDERSTANDING # 1**

BETWEEN:



**LOOMIS EXPRESS (CANADA), LTD.**  
(HEREINAFTER REFERRED TO AS THE "COMPANY")

AND:

**UNIFOR**  
**(UNIFOR-CANADA)**  
(HEREINAFTER REFERRED TO AS THE "UNION")

**RESTRUCTURING PROVISIONS**

During the latest round of negotiations in Loomis Express proposed a number of changes to deal with significant restructuring initiatives that it believes are necessary to ensure a viable business model moving forward.

The parties have spent an extensive period of time discussing these issues and looking for solutions. It is recognized that each part of the country has its own uniqueness and the Company and Union agree to the following provisions to deal with the impact of these restructuring decisions.

**Contracting Out**

During the 2012-2013 round of collective bargaining, the Company advised the Union that it plans to restructure the business across Canada and tabled a list of locations that it wants to retain the flexibility to close or discontinue service with a plan to potentially third-party / contract out some or all of these locations.

The Union also reserved the right to put forward an alternative strategy for future locations, and, if it can be demonstrated that such a strategy is viable, then the Company will consider such alternative.

The restructuring period will be in effect for the life of this collective agreement until a new collective agreement is reached.

The following procedure will apply when a restructuring (facility closures or contracting out) is to be considered:

- (a) The Company will notify the Unit Chairperson and/or the President of the Local Union and the National Representative in writing stating the reasons for such action.
- (b) The Company commits to continually monitor all contracted out work and agent usage to determine the economic viability of having the work transitioned back to the Loomis Express brand and Loomis Express employees and/or Owner Operators. The Company also agrees that any work formerly performed by UNIFOR members which is again performed by a Loomis Express employee, or in a Loomis Express branded or painted vehicle will immediately become covered again under the collective agreement. The Company agrees to provide relevant information to the Union in writing including the financials in order to allow the Union to investigate. The Company will also provide any financial information to the Research & Benefit / National Representative of UNIFOR to ensure an informed evaluation can be made. The Union agrees to sign any necessary confidentiality documents to receive this information.
- (c) Within fifteen (15) days, the Company and the Union will meet to review all of the relevant information including the implementation of a viable strategy jointly or otherwise.

- (d) The Company has committed that no line haul, warehouse or clerical position will be contracted out.

### **Major Centre Parameters**

The major centre's listed below will not be contracted out or closed in their entirety during the life of the Agreement and will be protected from contracting out as per the collective agreement and the provisions listed below. Any existing contracting out agreements currently in place as of June 1, 2013 will remain without triggering the remainder of this section.

If there is a major loss of business in a major centre listed below that requires change, the Company will first pursue its ability to reroute, abolish runs, and apply facility consolidation. If these measures are instituted and there are still problems, the Company may contract out a route or routes in each major centre up to a maximum of ten percent (10%) of the total province's number of Owner Operators at the time (calculated every anniversary) unless otherwise mutually agreed with the Union in writing. The Company will not use this percentage to close or contract out an entire facility identified below.

The Company will justify each move outlined above to the Union using the procedure outlined in item #1 above.

Any P&D contractor must load and unload their freight to their vehicle at a Loomis Express Unionized facility. The Company is in agreement with the principle that our warehouse staff will prepare the loads and unloads and the language may need to be revised for any HQ loads. The intent is that no contractor shall perform warehouse work at Loomis Express facilities.

The major centre's identified below will be protected from a partial or complete closure over the life of the collective agreement:

#### **Major Centre's for BC**

Lower Mainland (including Richmond and Burnaby)

#### **Major Centre's for Ontario**

Greater Toronto Area (bordered by Oshawa, Oakville and Newmarket)  
Markham  
Brampton

#### **Major Centre's for Alberta**

Calgary  
Edmonton  
Red Deer

#### **Major Centre's for Manitoba / Saskatchewan**

Saskatoon  
Regina  
Winnipeg

#### **Major Centre's for Nova Scotia**

Halifax / Dartmouth

## **Severance**

The severance benefits outlined in this document is a one time offer to Owner Operators and hourly employees for closures, contracting out, facility consolidation, and re-routes as per severance listed.

Severance benefits identified in each region's CBA may be nullified with the acceptance of this offer based on discussions in local bargaining where it can be shown that the overall total of severance provided under this Agreement meets or exceeds the severance in each Agreement. Situations falling outside of the current restructuring / rerouting initiatives of the Company are not intended to be captured in this understanding.

All other situations remain status quo per respective CBAs.

## **Hourly Employees**

As a result of a facility closure, facility consolidation or contracting out, the Company agrees to offer severance pay to any terminated hourly employees based on the following:

- Two (2) weeks per year of service (prorated) based on forty (40) hours per week at straight time for full time status employees as of June 1, 2013. Severance for part-time employees shall be based on average earnings for the previous twelve (12) months active paid earnings.
- Extended benefits – Company will continue to provide benefits as per Company policy with salaried personnel for six (6) months following date of termination.
- Hourly employees required to start and/or finish their shifts and/or runs from a location more than forty-five (45) kilometers in one direction from their current location as of June 1, 2013 will be entitled to be offered the severance payments outlined in this section.

## **Owner Operators**

### **Initial Restructuring and Reroutes**

Under the initial major restructuring reroutes (defined as two (2) years following the date of ratification) – Owner Operators who have their route abolished will be offered \$11,500 total for 10+ years in a reroute, \$8000 total for 5-10 years in a reroute, and \$4500 total for 5 years and under in a reroute.

### **Other Initial Restructuring**

Under the current major restructuring (defined as two (2) years following the date of ratification), those Owner Operators impacted by a facility closure, contracting out, facility consolidation will be offered severance calculated at two (2) weeks per year of service (with partial years of service prorated) at fifty (50) hours per week based on the straight time hourly P&D driver rates per region.

Owner Operators required to start and/or finish their shifts and/or runs from a location more than forty-five (45) kilometers in one direction from their current location as of June 1, 2013 will be entitled to be offered the severance payments outlined in this section.

### **Further Re-Routes**

Owner Operators who have their route abolished in a reroute after the initial major restructuring (defined as two (2) years following the date of ratification), will be offered severance of \$10,000 total

for 10+ years in a reroute, \$7000 total for 5-10 years in a reroute, and \$4000 total for 5 years and under in a reroute. This clause shall be in effect for two (2) years after the date of ratification of each collective agreement.

### **Further Restructuring**

Once the initial major restructuring period is complete (defined as two (2) years following the date of ratification), those Owner Operators impacted by a facility closure, contracting out, facility consolidation will be paid severance calculated at two (2) weeks per year of service (prorated) at forty (40) hours per week based on the straight time hourly P&D driver rates per region.

Owner Operators required to start and/or finish their shifts and/or runs from a location more than forty-five (45) kilometers in one direction from their current location as June 1, 2013 will be entitled to the severance payments outlined in this section.

### **Restructuring Issues**

- The Company agrees to provide the Union with \$250 per person affected by contracting out or closures to put into Adjustment Committee funds. The Company will work with the Union in each province to provide office space to set up an Action Centre for the Adjustment Committee to perform its work.

### **Definitions**

**Facility:** Any single building leased, owned or operated by Loomis Express.

**Impacted:** Where an action by the Company to change its operation procedure has an adverse effect on Loomis employees or owner operators. The affected owner operator or employee must be able to quantify said impact either by time or extra expenses.

**LETTER OF UNDERSTANDING # 2**

**BETWEEN:**

**LOOMIS EXPRESS (CANADA), LTD.  
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

**AND:**

**UNIFOR  
(UNIFOR-CANADA)  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**PAYMENT FROM ELECTRONIC DEVICES**

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner Operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing

- BC1.01 Within the Province of British Columbia, Employees working in and out of any division of Loomis Express (Canada), Ltd., in British Columbia, will retain all rights within this Collective Agreement.
- BC1.02 (a) The term "Employees" shall mean all Owner Operators as covered under the Terms of the Collective Agreement.
- (b) Owner Operator: Is an Employee of the Company as defined by the Labour Code of Canada, Part 1, Chapter L-2, Section 3. 1, and includes the "Contractor" Owner Operators covered by Appendix "C" of this Collective Agreement.
- BC1.03 Union Stewards Committee
- (a) Employees shall be represented by Stewards in each depot and branch of the Company and a Chief Steward for each designated area. The Chief Steward and the Stewards in an area will form and act as a Stewards Committee with the Chief Steward as the Chair of that Committee. The Union will not have more than sixteen (16) Chief Stewards in BC. The Chief Steward in each designated area shall act as the primary liaison between the employees and the Company management for that area.
- (b) There shall also be a full-time elected Unit Chairperson who will act as the Chair of the Chief Stewards Committee for the province.
- (d) The Chief Steward or Stewards may at any time call upon the services of an accredited representative of the Union to assist them.
- BC1.04 Union Activity (Owner Operator)
- (a) The Union agrees that there will be no Union activities carried out during the working hours, except those necessary in connection with the administration of this Agreement. Accredited Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.
- (b) In a situation which requires a Chief Steward or Steward's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Chief Steward or Steward 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.
- (c) Any Owner Operator Shop Steward acting on behalf of a fellow Union member shall be paid at the hourly rate as set out for the regular Hourly rated Drivers on the basis of one-half (½) hour paid regardless of time spent and thereafter in fifteen (15) minute increments.

- (d) Where a Chief Steward or Steward makes a reasonable request for paid time-off to attend to Union business at another location, such request will not be unreasonably denied.

Union Activity (Hourly Employee)

- (a) The Union agrees that there will be no Union activities carried out during the working hours, except those necessary in connection with the administration of this Agreement. Accredited Chief Stewards or Stewards shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.
- (b) In a situation which requires a Chief Steward or Steward's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Chief Steward or Steward 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.
- (c) Where a Chief Steward or Steward makes a reasonable request for paid time-off to attend to Union business at another location, such request will not be unreasonably denied.

BC1.05 Union Leave

The Company shall grant a leave of absence without pay to any employee who attends essential Union business. The Union will give a minimum of fifteen (15) days notice of such request. It is understood that a maximum of twelve (12) Union members within the Province, with a maximum of two (2) from any one district outside the Lower Mainland and within the Lower Mainland a maximum of six (6) will be allowed off at one time, unless otherwise mutually agreed.

The Districts for the purposes of this clause are defined as follows:

Vancouver Island District	Lower Mainland District
Interior District	Northern District
Line Haul	

- BC1.06 (a) An Owner Operator who is on Long Term Union Leave will exercise his/her seniority to any vacant route within his/her original Branch within six (6) months from the expiration of his/her Union duties.
- (b) The Owner Operator may elect to retain a Relief Driver on their run Indefinitely but shall have to pay sixty (60%) percent of the daily Gross income, excluding fuel escalation, to their driver plus WCB costs until the expiration of his/her Union Duties.

BC1.07 Bulletin Board

The Company agrees to provide a locking Bulletin Board of a suitable size at each of its terminals for the use by the Union for posting matters relating to Union meetings and other Union matters. The said notice board shall not be located in any place

where the general public has access; size of the board being agreed upon between the Chief Steward and the Service Centre Manager.

- BC1.08
- (a) The Company shall provide the local Union office with a copy of each Owner Operator Agreement, signed by the Company and the Owner Operator.
  - (b) The Local Union Chairperson and/or Designate will be present during all of the Owner Operator Business Agreement negotiations and will sign as a witness to the negotiation and be given a copy of the signed Agreement.
  - (c) The Business Agreement shall be signed for the duration of the Collective Agreement.
  - (d) The Regional Director or the Regional Operations Manager have the only signing authority for all Owner Operator Business Agreements.
  - (e) It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators.
  - (f) Linehaul Business Agreements shall be developed between the Regional Linehaul Manager and the Owner Operator. They will be approved and signed off by the National Linehaul Manager.
- BC1.09 Owner Operators' Business Agreements, Rules and Guidelines and Articles are shown in Appendix "A" attached which form part of this Collective Agreement.
- BC1.10 It shall be in direct violation of the Collective Agreement for an Owner Operator to allow his vehicle to be driven by another Driver for the purpose of evading the Collective Agreement.
- BC1.11 New Employees
- (a) The Company shall furnish to the Union a list of new Employees or casuals taken into employment by the Company within fourteen (14) calendar days of their being hired.
  - (b) The Company shall, at the time of hiring, inform the Employee as to his/her status regarding whether they are a full-time or part-time Employee or Casual.
  - (c) It shall be the responsibility of the Management, when hiring a new Employee, to have him/her sign a Union membership card and forward it to the Local Union office.
    - 1. Also, at time of hiring, the Employee shall be handed a copy of the present Collective Agreement and full details of the Health and Welfare Benefit Plan.
    - 2. Should an Employee leave the employment of the Company, before issuing the final cheque, the Local Union Office is to be notified.
- BC1.12
- (a) The Company shall not require, as a condition of continued hourly



employment, that an Employee purchase a truck, tractor and/or trailer or other vehicular equipment, or that an hourly Employee purchase or assume any proprietary interest or other obligation in the Company business, other than as specified in BC4.02.

- (b) Replacement of equipment for any reason will be guided by the principle that a Company operated unit will be replaced by a Company operated unit and Owner Operator unit may be replaced by another Owner Operator unit, or at the Company's option, with a Company unit.

BC1.13 Union Membership

It shall be the responsibility of the Management, when contracting a new Owner Operator, to have him/her sign a Union membership card and forward it to the Local Union office.

- (a) Also, at time of contracting, the Owner Operator shall be handed a copy of the present Collective Agreement and full details of the Health and Welfare Benefit Plan.
- (b) Should an Owner Operator discontinue service with the Company, before issuing the final cheque, the Local Union Office is to be notified.

BC1.14 Unit Chairperson

The Union will select and the Company shall recognize, a full-time Unit Chairperson who shall be a Loomis employee. The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested. The Unit Chair shall not be laid off or have any reduction or freezing in hours, pay, seniority or any other benefit during their term of office

The Company agrees that such Unit Chair shall receive all existing benefits and pension as per classification the amended agreement and shall also receive one hundred and twenty percent (120%) of the top hourly P&D non HQ driving wage rate based on forty (40) hours per week.

If the Unit Chair is an Owner Operator they shall be allowed to either retain their run with a relief driver or elect to give up their run.

Employees and Owner Operators holding a the Unit Chairperson position who are away from their workstation for a minimum period of six (6) months to fulfill these functions, will receive, if needed at the time of their return to work, sufficient on the job training in line with the training requirements of their classification and position in order to be re-familiarized and to perform their tasks adequately.

BC1.15 Replacement of equipment for any reason will be guided by the principle that a Company operated unit will be replaced by a Company operated unit and Owner Operator unit may be replaced by another Owner Operator unit, or at the Company's option, with a Company unit.

BC1.16 In the event of an ongoing problem with any Article or Clause in this Agreement, it shall be to the mutual benefit of the Company and the Union to meet and resolve the

said Article or Clause.

BC1.17 Regional Union-Management Liaison Meetings

The Regional Area Director or Designate of the Company shall meet with each Chief Steward, or Designate, from an area, on a monthly basis, with an agenda and supporting documentation, for the purpose of reviewing the casual list, grievances and dealing with other labour-management items. This review shall be for the purpose of converting, where applicable, casuals to regular part-time or full-time status as directed by the Casual Articles.

The information outlined below shall be provided to each applicable Chief Steward at least twenty-four (24) hours prior to these meetings. This information shall be discussed and reviewed in detail at each meeting.

Owner Operators

- (i) Seniority report.
- (ii) Current routes and boundaries identifying route number and Owner Operator.
- (iii) Average bi-weekly revenue per Owner Operator.

Hourly Employees

All part-time and casual hours by employee showing:

- (i) Seniority report including name, position, status, posted start time and finish time, and actual start time and finish time.
- (ii) Where possible, the employee who was being covered each day.
- (iii) Number of hours worked during each pay period for the previous six (6) month period.
- (iv) All postings and temporary vacancies.

Each Chief Steward or Designate will not lose pay for these meetings.

The Unit Chair shall be provided with a copy of the information exchanged at any monthly meeting.

BC1.18 Provincial Union-Management Liaison Meetings

At least once every six (6) months, all the Chief Stewards in the province will be booked off with pay at applicable rates to attend a two (2) day meeting at the Union hall in New Westminster. The first day shall be for the Chief Stewards to meet privately to discuss Loomis Express Union issues. The second day shall be a meeting with the Company management from the regions and will include a Human Resources representative and the Area Director or designate.

**ARTICLE BC1 – COMMITMENT TO WORKING TOGETHER**

BC1.01 The Company and the Union agree to the principle of working together to resolve problems relating to any Article or Clause of the Agreement. To this end, the parties recognize that with selected problems, the Company and the Local Service or National Representative will be required to meet. In these cases, the Local Service

or National Representative will coordinate with the Western Regional H.R. Manager the scheduling of the meeting.

## **ARTICLE BC2 – HEALTH & SAFETY**

- BC2.01 The Company shall apply the provisions of Part II of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standard.
- BC2.02 Joint Health & Safety Committee
- (a) There shall be a Joint Health & Safety committee at each applicable Depot with a Union co-chair and a Company co-chair. The size of the Committee shall consist of equal members of Management representatives and Union representatives. In smaller Depots, there shall be a Union appointed Safety representative.
- (b) The Committee shall meet to draft the terms of reference which shall be posted. The Joint Health & Safety Committee shall meet monthly and the minutes shall be posted and shall be promptly forwarded to the Manager, Human Resources and the Local 114 President. The duties of the Committee will be as per Part II of the Canada Labour Code.
- BC2.03 It will not be a violation of this Agreement when Employees or Owner Operators refuse to operate unsafe equipment as prescribed by Law. All unsafe equipment shall be locked out and red-tagged. The red tag shall only be removed by a certified technician.
- BC2.04 An Employee or Owner operator shall not be required to handle an article which can readily be considered as inadequately packaged without the direction of a Supervisor and shall not be required to handle an inadequately packaged article that will pose a safety hazard to an individual. The individual must immediately report such items to his/her Supervisor.
- BC2.06 Company vehicles where required will be equipped with a hand truck.
- BC2.07 Where applicable, the Company will provide and maintain a first aid room in keeping with Part II of the Canada Labour Code and the Occupational Health & Safety regulations. No person shall be allowed to enter said room unless occupied by the industrial first aid attendant.
- BC2.08 The Company will not use gasoline-powered forklifts inside its terminals or into enclosed trailers except in an emergency.
- BC2.09 Employees performing driving duties, upon signed written request, will be required to provide to the Company, proof of a current valid driver's license, not to exceed bi-annually. Cost will be borne by the Company.
- BC2.10 Wherever possible and reasonable, the Company agrees to maintain at its terminals, clean sanitary washrooms having hot and cold running water with toilet facilities plus toilet paper and hand towels available to terminal and shop Employees, Owner Operator's, and Line Drivers. Where changing rooms are provided they shall be kept clean and sanitary.

- BC2.11 The Company shall provide clean and adequate lunch rooms properly ventilated for its Employees and owner Operators at its terminals where such lunch rooms would be used.
- BC2.12 The Company agrees that all WHMIS standards will be followed for the purpose of protecting Employees and owner operators from any exposure to hazardous substances or human blood and substitute waybills will be prepared when necessary.
- BC2.13
- (a) The Union shall be made aware of all current light duty, modified work or accommodation situations.
  - (b) The Union shall be informed of all light duty modified work and accommodation arrangements.
  - (c) All light duty, modified, or accommodation arrangements will have an individually agreed-upon mandatory review period.
  - (d) No arrangements under this section shall be used to abrogate an employee's right to WCB, weekly indemnity, long-term disability, or any other benefit.
  - (e) The company shall provide the Union with a list of all ongoing light duty and modified work positions.
- BC2.14
- (a) The Union and the Company will immediately form an Ergonomic sub-Committee of the Health and Safety Committee composed of the Unit Chair, the Union Co-Chair of the Health and Safety Committee, and at least two (2) additional Union representatives and an equal number of Company representatives. This Committee will meet on paid time at applicable rates at least four (4) times per year.
  - (b) The Ergonomic sub-Committee and the OH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee and Owner Operator interface. When an ergonomic concern is beyond the scope and/or expertise of the OH&S Committee members, appropriate external consultants shall be used.
  - (c) The Ergonomic sub-Committee and the OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.

### **ARTICLE BC3 – UNIFORMS**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

Warehouse staff will be provided coveralls if requested.

The Company will pay for uniforms and any necessary alterations when such uniforms are required as determined by the Company.

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's

expense.

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

- (a) The Company shall provide each Employee performing driving duties with the following standard uniform:

General issue:	Seasonal item:
Five (5) Golf Shirts	One (1) Winter parka
Five (5) Trousers	One (1) Summer Coat
One (1) Cap	Five (5) Shorts
One (1) Fleece Shirt	One (1) Toque

The same number of items shall be provided for the Customer Counter Specialist / Warehouseperson and Small Depot Clerks.

- (b) Uniforms must be worn during working hours.

The Company agrees to provide warehouse personnel and mechanics with coveralls (insulated when the Employee requests), toques and gloves of such type and quality compatible with work conditions.

The Company shall also make available smocks for the use of office clerks when required in the performance of their duties.

All of the above uniform items shall be at no cost to the Employee. Also, it is understood that exchange shall be on a worn-out basis.

- (c) Where applicable, the Company will provide all uniform items as in (a) above to all Relief Drivers. Upon the Relief Driver's leaving, it will be the responsibility of the Owner Operator(s) to recover the uniform and return it to the Company for replacement as necessary.

#### Protective Footwear

- (a) The Company shall provide to all Employees and Owner Operators (excluding line haul) protective footwear where determined to be necessary by the Safety Committee.
- (b) Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and twenty dollars (\$120) per year upon proof of purchase to cover the purchase of safety footwear once per year.
- (c) Protective footwear re-imbusement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.

### **ARTICLE BC4 – MISCELLANEOUS**

#### BC4.01 Beverages and Supplies

The Company agrees to provide filtered water to all Employees free of charge. Cups to be provided.

**Hourly to Owner Operator;**

1. Routes identified as future Owner Operator routes can be designated and the Employees in these routes will be given the option of one (1) accepting the conversion under the terms agreed to by the Company and the Union; or (2) electing a severance payment equal to two weeks per year of service at the Hourly Driver rate for their route.
2. If an Hourly Employee (not a driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.
3. It is understood that Drivers with fifteen (15) or more years of service, as of September 1, 1996, will not be required to convert to Owner Operator status unless they wish to do so. If such a Driver's route is converted and he/she elects to occupy a position in the warehouse, his/her hours, rate of pay and approximate shift hours (within two (2) hours) will be guaranteed at their Depot.
4. Existing Owner Operators as of January 1<sup>st</sup>, 1994 will be allowed to "Grandfather" their routes for the life of the Agreement, outside of the seniority list, for their current route. It is understood that the boundaries of the said route could be adjusted for business or service reasons but the core will remain intact. With the proviso that if they post off the route into another job, they now come under the rules of seniority as established.
5. Any Owner Operator, whose contract is not renewed, for other than cause, will be entitled to a termination payment, equivalent to one (1) week of hourly pay for each year of service, at the prevailing Hourly Driver rate.

**6. OWNER OPERATOR LANGUAGE****(a) Company Directed Conversion**

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving him/her three (3) months notice of the intention to change the route to an Owner Operator route.

In the event the Company determines a current hourly route is to be converted to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority, into the Junior Hourly Driver position if available.

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

- (1) If available, to purchase a Company truck of their choice at less than fair market value.
- (2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.
- (3) The newly converted Owner Operator will be afforded a credit limit of one thousand five hundred dollars (\$1500) to defray start up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)
- (4) The Company shall reimburse to the new Owner Operator, the cost of a Chartered Accountant up to a maximum of two hundred and fifty dollars (\$250.00) specializing in the transportation industry, for assistance in setting up his/her business.
- (5) During the first six (6) months, the newly converted Owner Operator will be allowed the following:

In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks of full time equivalent driver pay for each year of service with the Company, as his/her termination and severance should they choose not to elect recall status.

- (6)
  - (a) At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following options will be available:
  - (b) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks of the full time Hourly Driver equivalent pay for each year of service with the Company.

### **New Owner Operator**

Owner Operators, who are hired for any reason, and who have no previous Company service, will be required to furnish their own vehicles, but may also purchase a Company vehicle if available, but will not be afforded a trial period except as outlined in the Owner Operator Business Agreement.

BC4.03

Conversions

### **Owner Operator to Hourly Driver**

In the event that the Company decides to convert any Owner Operator route(s) to

hourly, the following shall apply:

- 1) The Company will provide at least ninety (90) days notice of the conversion to the Union and the affected Owner Operator(s).
- 2) The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- 3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to the Collective Agreement or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing Hourly Driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since his/her original date of service for the purposes of the Collective Agreement.
- 4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value, provided the vehicle was acquired or committed to by the Owner Operator prior to the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

- 5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.
- 6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of one thousand dollars (\$1,000) per Owner Operator.
- 7) If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the Company will provide the Owner Operator with reasonable financing assistance relating, to such tax liability including, if necessary, a loan, subject to the following conditions:
  - the Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
  - the loan will be to a maximum of twenty thousand dollars (\$20,000 ) for a 3/4 ton vehicle, twenty-five thousand dollars (\$25,000) for a one ton vehicle, thirty thousand dollars (\$30,000) for a five ton vehicle, and thirty-five thousand dollars (\$35,000) for a tractor;
  - the Owner Operator shall sign a promissory note for the loan;



- the interest rate shall be two (2%) percent above the prime rate as at the date the promissory note is signed;
  - the repayment schedule shall be based on an equal number of monthly installments of five hundred dollars (\$500) per month, unless the parties agree otherwise.
  - the Owner Operator must have elected to become an Hourly rated Employee and must continue to be an Employee of the Company; if his/her employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.
- 8) If, prior to the notice under paragraph 1 above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand dollars (\$5,000) subject to the conditions set out in paragraph 7 above.
  - 9) Any dispute over the application of this L.O.U. may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.
  - 10) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

BC4.04 It is understood and agreed that on conversion of Hourly Drivers to Owner Operators, or the re-routing of Hourly and Owner Operator routes, no regular full-time or part-time warehouse Employee will incur a reduction in warehouse hours worked.

BC4.05 Bargaining Conference

It is understood that the Union holds a Bargaining Conference in the last year of the collective agreement in preparation for collective bargaining. The Company will make every effort to allow the full complement of elected delegates to attend this conference provided the Union gives at least thirty (30) days notice of the requested dates.

BC4.06 Surveillance and Searches

It is agreed that the Company will not use video surveillance to monitor performance. Access to video surveillance material will be restricted to a small number of Company officials.

In addition to the above, the Company is committed to submitting its current Internal Investigation policy (dated 01-01-05, revised on 09-13-05, number ED-15) to its legal counsel within ninety (90) days of ratification to ensure that it is in compliance in policy and practice with all applicable legislation and regulations relating to surveillance and searches of employees including but not limited to the *Criminal Code of Canada*, the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, and the *Canada Labour Code*.

The Union has raised the following concerns and, without limiting the generality of

the foregoing, the Company has committed to having these concerns reviewed by its legal counsel and senior national Management:

1. The Red Pass program is not random either in planning or in execution and is potentially in violation of the above-noted policy.
2. The Union raised the concern that the red pass sticker on personal belongings such as cell phones and MP3 players was an unnecessary step and that the sticker was not entirely secure.
3. The Union suggested that an area outside the secure zone be created for employees who did not want their personal belongings subject to a random search. We suggested a bank of lockers or something similar for the use of employees.
4. The Union requested clarification on what tasks related to security will be delegated to be handled only by Loomis Management versus by Loomis contracted security staff. For example, if an investigation commences, Management would normally bring in a Union Steward. There have been no clear guidelines given in this area.
5. The Union requested some parameters on the declared intention to search internal bags including guidelines on when such a search might be requested, in what area it would be conducted, and on how Union representation and pay issues might be handled.
6. The Loomis policy contemplates “requesting the employee to lift his or her upper garments to expose the waist band area” and that “employees who refuse a clothing search will be subject to disciplinary action up to and including termination.” The Union raised concerns that such intimate searches are not permitted by anyone other than law enforcement officials under the correct circumstances as set out in law.

After its legal counsel and senior Management have reviewed the policy and the above issues, the Company will meet with the Union to discuss the findings and any proposed changes to the policy and practice prior to implementation. Disagreements will be handled through good faith discussion prior to either party advancing a grievance on the policy.

BC4.07 The Company agrees that an Employee will have the ability to use any of Loomis Express (Canada) Ltd.’s services on the following basis:

- (a) Seventy percent (70%) discount on employee personal shipments only
- (b) Maximum three (3) shipment per year.
- (c) No collect shipments.
- (d) Not transferable (i.e. only a Loomis Express (Canada), Ltd. employees can receive this seventy percent (70%) discount.
- (e) Blackout period after the first week in December to the second week in January.

## **TEMPLATES**

### **LOOMIS EXPRESS (CANADA), LTD. POSTING**

DATE POSTED:

---

DATE REMOVED:

---

POSITION TITLE:

---

POSITION LOCATION:

---

REPLY IN WRITING TO:

---

BASIS OF PAY:

AS PER COLLECTIVE AGREEMENT

NORMAL WORKING HOURS:

---

NORMAL DAYS OFF:

---

TYPE OF POSTING:

---

IF TEMPORARY, THE EXPECTED DURATION:

---

---

GENERAL RESPONSIBILITIES:

---

---

---

MINIMUM REQUIREMENTS:

---

---

APPLICANT

SENIORITY DATE

cc: Branch Manager  
Shop Steward

LOOMIS EXPRESS (CANADA), LTD.

POSTING AWARD

AWARDED TO:

---

DATE AWARDED:

---

REPORTING DATE:

---

BRANCH:

---

POSITION TITLE:

---

POSITION LOCATION:

---

DATE OF POSTING:

---

TYPE OF POSTING:

---

IF TEMPORARY, THE EXPECTED DURATION:

---

---

APPLICANT

SENIORITY DATE

cc: Branch Manager  
Shop Steward

LOOMIS EXPRESS (CANADA), LTD.

PRE-APPLICATION FOR JOB POSTING \*

DATE APPLIED:

---

CURRENT POSITION:

---

POSITION/ROUTE # PREFERRED:

---

I WILL BE ON AN APPROVED LEAVE OF ABSENCE FROM:

---

FIRST DAY OF LEAVE:

---

DATE RETURN TO WORK:

---

APPLICANT:

---

BRANCH MANAGER:

---

SHOP STEWARD:

---

\* TO BE USED FOR APPROVED LEAVE OF ABSENCE AND ANNUAL VACATION

**LETTER OF UNDERSTANDING # BC1**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as “the Company”)**

**AND**

**THE UNIFOR (UNIFOR – CANADA)  
(Hereinafter referred to as “the Union”)**

**Re: Policy on Theft**

The parties to this agreement recognized theft to be a serious problem that cannot be tolerated. Stealing from our customers who provide us our entire livelihood puts all our jobs at risk.

Therefore, any employee or owner operator who is caught stealing and after investigation it is proven that theft occurred the employee shall be terminated and the owner operator business agreement shall be terminated.

**LETTER OF UNDERSTANDING # BC2**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as “the Company”)**

**AND**

**UNIFOR  
(UNIFOR – CANADA)  
(Hereinafter referred to as “the Union”)**

**Re: Communication Allowance**

No employee or Owner Operator shall be required to use their personal cell phone for Company business.

Effective August 1, 2009, the Company will pay each Owner Operator a communication allowance of ten dollars (\$10.00) per month. This allowance is paid to facilitate P&D Owner Operators contacting Dispatch when they have cleared an area.

The Company will assist in setting up a discounted cell phone plan for use by Owner Operators where possible.

In the event the Company introduces a two-way pager system, any cost associated with this system shall be borne in full by the Company and the communication allowance shall cease at that time.

## **Loomis Express - Safety Directive**

The requirement for all Employees, Owner Operators, Contractors and Visitors to wear Protective Foot Wear where there is a hazard of a foot injury in the workplace.

### 1.0 Scope

1.1 This directive establishes and documents the mandatory requirements for all Employees; Owner Operators, Contractors, and Visitors to wear CSA approved protective footwear, where there is the possibility of a foot injury in the workplace.

1.2 No person will be allowed into a designated protective footwear area without wearing the prescribed safety footwear.

1.3 Where practical, the Local Health & Safety Committees may identify safe areas where nothing is permitted to be stacked, or there are no other hazards from falling items.

### 2.0 Responsibilities

2.1 The Area Service Manager is responsible for compliance to the requirements of this directive by all Employees, Owner Operators, contractors and visitors.

2.2 The Service Centre Manager is responsible for implementation of and shall ensure compliance to the requirements of this directive, including the installation of the appropriate signage.

2.3 Supervisors are responsible for ensuring that anyone granted access to the workplace is in compliance with this directive.

2.4 Sales Managers are responsible for ensuring that their Employees are in compliance with this directive and that any customers that they bring onto the premises are in compliance with this directive.

2.5 The Employees and Owner Operators working in the designated protective footwear area are responsible for adhering to this procedure.

2.6 The Employer and Employee recognize their respective responsibilities under the Canada Labour Code.

### 3.0) Authorities

Section 125(1) (l) Canada Labour Code Part II  
COSH Regulation 12.5(1) Canada Labour Code Part II  
CSA Standard Z195-M1984  
H&S Policy 3-16 (5) & H&S Policy 3-17(13)



## **APPENDIX "A" BC OWNER OPERATOR SPECIFIC**

### **ARTICLE BC-A1 – SENIORITY, BIDDING AND REDUCTIONS**

BC-A1.01

Seniority

- (a) In the application of BC4.02, Employees who convert to Owner Operator shall be transferred with their full Company service/seniority.
- (b) Seniority for Owner Operators will be established based on all continuous service as an Owner Operator and as a regular Employee. A separate Owner Operator seniority list shall be posted at each Depot. This list shall be used for the purposes of job bidding, provided the applicant possesses the required minimum qualifications and ability. In the case of Linehaul or Tractor Drivers five (5) years of In-town Linehaul work will be considered sufficient to meet the minimum qualifications for a vacant Highway position.

The Company will issue and post two seniority lists as follows:

Provincial Seniority List  
Branch Seniority List

These lists will be renewed every three (3) months with copies to the Union boards and Local 114 office.

Protests in regard to seniority status of an Owner Operator must be submitted in writing to the Company and Union Representative.

The parties agree that for Owner Operators hired on the same day the most Senior Owner Operator will be decided alphabetically by last name.

- (c) An Owner Operator who transfers to a vacant hourly rated position will be granted a seniority date equal to his or her Company seniority. Eligibility for vacation will be based on the Owner Operator's seniority date after he/she has completed twelve months service as a regular Employee. All standard waiting periods for benefits will apply as if the individual was a new Employee. However he or she shall not be eligible to bid on another posted vacancy for a period of two (2) months from the date of transfer.

BC-A1.02

Bidding and Selection

The following formula shall be used for Owner Operator work that has become vacant for any reason:

- (a) Senior Employee or Owner Operator in the District who applies in writing;
- (b) Senior Employee or Owner Operator in the Province who applies in writing;
- (c) Company's option to fill.

Should the original vacancy be awarded at (a), the resulting vacancy shall be posted provincially and awarded to the most senior qualified Owner Operator or Employee who applies in writing. Should no Owner Operator or Employee apply, the vacancy will proceed to (c).

The Company shall, at the time of posting and awarding, number such and provide the Chief Steward and Local Union with a copy of all posted vacancies.

BC-A1.03 Vacancy Information

The Company agrees to post the following information:

- area;
- average standard finish time;
- any mid-day breaks;
- route standards;
- vehicle size;
- average/estimated number of stops, waybills and weight;
- if the vacancy is subject to any outstanding termination grievance;
- if no change to the posted route, the Company agrees to provide the previous three (3) months gross revenue;
- any available additional information shall be provided to the union upon request. All information provided is based on historic factors and is subject to change with the normal fluctuation of business.
- A full description of the route and its boundaries as well as any exceptions or anomalies for that route.
- Daily average earnings, averaged over the previous thirteen (13) pay periods.

BC-A1.04 The Company will make every reasonable effort to ensure that postings shall be occupied by the successful Owner Operator applicants within twenty-five (25) calendar days.

BC-A1.05 Bumping

Any Owner Operator whose route is abolished or who is displaced will displace the Junior Owner Operator in, first the Depot, then the Branch and then the Province.

In the event an Owner Operator exercises his/her overall service as a result of a layoff, they must possess the necessary license and equipment.

As an option to bumping as provided above, the Owner Operator may elect to hold seniority and bid on any vacancies that become available in the next six (6) months.

BC-A1.06 In the event a decision is made to relocate a new main operating Hub, a committee will be established to discuss the impact on Owner Operator Linehaul and P & D Owner Operator routes and to address any concerns.

BC-A1.07 No Erosion

IT IS HEREBY UNDERSTOOD AND AGREED that during the period after contract ratification:

- a) Amended Appendix "C" and Schedule "A" will be prepared.

- b) Owner Operators will sign the new amended Appendix “C” and Schedule “A”.
- c) No Individual terms more advantageous than provided for in the Agreement will be eroded due to this process.

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.

- d) This does not apply to resigning Agreements after a route change or to the elimination of payment for services that are no longer performed.

### **ARTICLE BC-A2 – LEAVE OF ABSENCE**

**BC-A2.01 Bereavement Leave**

- (a) If an eligible Owner Operator suffers a death in the immediate family such Owner Operator, upon request, will be granted such time off without pay not exceeding five (5) working days. If necessary, in case of members of the immediate family, funeral leave may be extended by an extra two (2) days.
- (b) For the purposes of this provision, the immediate family will be restricted to father, mother, brother, sister, spouse, and child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, stepmother/father, aunts/uncles, nieces/nephews, stepbrother/sister and legal foster parents, legal foster children and grandchildren and any relative in the Owner Operator’s domicile.

**BC-A2.02 Maternity/Paternity Leave**

Maternity/Paternity leaves as provided in the Canada Labour Code shall apply to all Owner Operators.

**BC-A2.03 Medical Leave**

An Owner Operator who is deemed to be medically unfit to perform their regularly assigned duties will be granted a medical leave of absence. Periodic medical reviews will be conducted.

**BC-A2.04 Other Leaves of Absence**

If an Owner Operator desires a leave of absence for reasons other than those referred to in this Agreement, proper justification must be submitted in writing to the Company as soon in advance as possible. The Company agrees that no legitimate or reasonable request will be denied providing such leave of absence does not interfere with business operations.

**BC-A2.05 No leave of absence except as otherwise provided within this Agreement will be granted in excess of sixty (60) days exclusive of vacation.**

**BC-A2.06 Extended leaves of absence above and beyond the sixty (60) days as set out in Clause BC-A2.05 shall be granted only by mutual agreement by both the Company and the Union in writing.**

- BC-A2.07
- (a) It is appreciated from time to time that a substitute Driver may be used to perform the scheduled route as per this Agreement. However, this replacement will only be used for holiday relief, sickness or an emergency situation. Additionally, the Relief Driver may be used in the case where the Owner Operator is under a license suspension not exceeding twelve (12) months, provided the Owner Operator rides with the Relief Driver in a vehicle as a "Swamper" for the entire period.
  - (b) The Owner Operator assumes all liability for insurance and Workers' Compensation for any person operating their vehicle in relation to this clause.
  - (c) The Owner Operator must secure approval from the Company of his replacement prior to assuming the contractual duties.
  - (d) Casuals will be available to the Owner Operator. The use of a casual must first be approved by his/her Supervisor, and the expenses regarding the use of the casual will be borne by the Owner Operator. Loomis Express (Canada), Ltd. will not schedule a casual Employee once he/she has been scheduled and approved verbally.
  - (e) Owner Operators summoned to serve on a jury, judicial hearing, coroners report or subpoenaed as witnesses will be compensated for any out of pocket expenses minus any monies received from the court should he/she supply a Relief Driver, for the cost of the Relief Driver. If the Company supplies an Hourly Driver, he/she forfeits his revenue for that day.
  - (f) Any Relief Driver engaged by an Owner Operator shall conform to the provisions of Article 1.04 and 1.05 and shall be paid a minimum of sixty (60%) percent of the gross daily revenue plus WCB costs, excluding fuel escalation, or as may be mutually agreed by the Company and the Union. Linehaul Owner Operators to pay a minimum of twenty-five (25%) percent of gross revenue per day plus WCB costs.

BC-A2.08 Owner Operators are normally required to provide their own Relief Drivers and vehicle for purposes including sickness, injury, bereavement, and vacation coverage.

Owner Operators: In an emergency, breakdown, or accident situation, the Company will provide for coverage of the route on the first day or partial day. In this event, the Owner Operator will be paid for any revenue generated before the incident occurred or the hourly driver rate for the same period, whichever is greater. The Company will assume all related costs for coverage. In the further event that the Owner Operator's vehicle is used in these situations, the Company will reimburse the Owner Operator for his or her vehicle operating costs.

Should the Company have to provide coverage beyond the first day or partial day, up to seven (7) days; the Owner Operator will forfeit any revenues for the period covered by the Company. The Company is not obligated to provide coverage beyond the seven (7) days.

### **ARTICLE BC-A3 – TRAINING**

BC-A3.01 When Owner Operators are required to attend training programs or mandatory meetings, the Owner Operator will be paid the equivalent of the Hourly Driver rate if held during their normal work day or 1.5 times the hourly rate for training hours or mandatory meetings in excess of their normal working day. If a Relief Driver is used, the Company will pay for the Relief Driver. All training sessions or meetings required

on a Saturday or Sunday, the Owner Operator shall be paid at no less than four (4) hours.

BC-A3.02 The Company shall provide all Owner Operators with three (3) days paid training when they change runs based on the applicable hourly driving rate at straight time.

BC-A3.03 The Company shall pay for all mandatory training courses for any Relief Driver who is not already employed by the Company at the regular driving rate as per the Collective Agreement.

#### **ARTICLE BC-A4 – EQUIPMENT**

BC-A4.01 Painting of Vehicle

(a) In the event the Company, for any reason, decides to change the Company colours or at any other time, the Company shall bear the full cost of prep work and repainting all of the Owner Operators' vehicles where required, while Owner Operators are responsible for all body work.

Body work for purposes of this Article will be defined as any damage repair to the vehicle body, fenders, bumpers, doors, roofs, vehicle floors, chassis, etc.

Prep work for the purposes of this Article will be defined as the required sanding and preparation of the vehicle parts to be painted.

Prep work for Linehaul tractors shall include removal and installation of exterior parts and door jams if required.

(b) Repainting and painting of replacement vehicles will be shared fifty (50%) percent by the Company in accordance with the painting price available to the Company (Not new Owner Operators and not body work). Based on this pricing, the Owner Operator is free to get his/her work done elsewhere as long as it is done satisfactorily.

(c) The Company shall pay the full costs of painting any Owner Operators' vehicle used for a third party and returning that vehicle to normal Loomis Express (Canada), Ltd. colours when the driver is awarded another run.

(d) New Owner Operator vehicles or current Owner Operator replacement vehicles must be painted with the correct Company colours within forty-five (45) days of it being used for any Loomis Express (Canada) Ltd. related business. Failure to do so may result in progressive discipline.

(e) New Owner Operators will be responsible for the cost of original painting, prep work, and bodywork required.

#### **ARTICLE BC-A5 GENERAL - HIGHWAY OWNER OPERATORS**

BC-A5.01 Driving of a tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

BC-A5.02 Highway Owner Operators will be supplied with individual lockers at their terminals home and away from home.

- BC-A5.03 Highway Owner Operators dispatch time will be set by the Company at least seven (7) days prior to dispatch.
- BC-A5.04 Notice of vacancies for highway Owner Operators will be posted in all Branches.
- BC-A5.05 The Company will supply each highway Owner Operator, (excluding linehaul), with five (5) summer shirts, five (5) winter shirts, one (1) summer jacket, five (5) uniform slacks, three (3) shorts and one (1) winter coat.
- BC-A5.06 The Company shall, wherever possible, provide at each of its terminals one permanent parking space on Company premises for each Highway Owner Operator working out of that terminal.
- BC-A5.07 Job Posting Provisions
- (a) The Company and the Highway Owner Operators accept the principle of seniority on lay-offs and rehiring, and agree that if Employees possess the required qualifications and ability. Company seniority will govern in the Linehaul Branch.
  - (b) In the event a new additional Linehaul route is established the Linehaul Owner Operator shall be given first preference on the job posting except in the application of 1.26 (a) where the incumbent Employee shall have first preference.
  - (c) Notice of vacancies for Highway Owner Operators will be posted in all Branches.
- BC-A5.08 Highway Owner Operators shall be permitted to take one (1) hour meal break during their shift, trip, or tour.
- BC-A5.09 Seniority list to be posted every three (3) months showing length of Company seniority in the Linehaul Branch.
- BC-A5.10 All payroll data for Highway Owner Operators to be provided with pay cheque.
- BC-A5.11 Should highway Owner Operators wish to assist in the loading sequence, they may do so, however, at Regent Street highway Owner Operators may only direct the loading.
- BC-A5.12 Any minor changes to existing Highway Owner Operator runs (i.e. shortening, extending hours of work, etc.) will not open said run for bidding. In the event of major changes to an existing run, the Highway Owner Operators currently on said run shall have the first refusal if the run is put up for bid.
- BC-A5.13 The term Highway Owner Operator shall refer to an Owner Operator who drives highway vehicles and is paid as an Owner Operator.
- BC-A5.14 Linehaul movement between B.C. and Alberta is to be shared between jurisdictions on a 50-50 basis where feasible. This is applicable to scheduled round trips moves only.

The Company agrees that the present number of runs between BC and Alberta shall not be reduced unless there is a loss of business and a subsequent reduction of freight.

- BC-A5.15 Linehaul Owner Operators will be offered extra work, trips, or route coverage on a seniority basis. Said work to be offered to available equipment in location affected (i.e. Lower Mainland), Company's option to use Company equipment if available.
- BC-A5.16 If the Company wishes to pro-rate equipment, additional licensing costs to be borne by the Company.
- BC-A5.17 Owner Operators reporting to hours of service regulations may use Relief Drivers as required, to maintain legal hours of service. This will not be used to maintain their regular routes but in an emergency situation only.
- BC-A5.18 Suitable accommodation for lay over will be supplied and paid for by the Company.
- BC-A5.19 Highway drivers will be paid their regular hourly rate while performing any duty other than driving.
- BC-A5.20 New route or job is deemed to be defined as adding to the scheduled work force.
- BC-A5.21 Fuel Escalation: For Linehaul Owner Operators Only

Linehaul tractor mileage = over 48 cents / A fuel escalation of 3/4 cent per mile for every 1 cent increase per litre in fuel.

Linehaul tractor hourly = over 48 cents / A fuel escalation of 3/4 cent per mile for every 1 cent increase per litre in fuel.

5 Ton Straight Truck Mileage = over 48 cents / A fuel escalation of 1 cent per mile for every 2 cent increase per litre in fuel.

5 Ton Straight Truck Hourly = over 48 cents / A fuel escalation of 1 cent for every 2 cent increase per litre in fuel.

The above fuel clause is based on Owner Operators providing receipts, and the Owner Operator will be dealt with individually based on where each individual's fuel is bought (gross cost including GST).

#### **ARTICLE BC-A6 – MISCELLANEOUS**

- BC-A6.01 Automobile plug-ins wherever installed shall be available for all Owner Operators outside the Lower Mainland and Vancouver Island.
- BC-A6.02 The Company agrees that all future meetings concerning contract negotiations shall be conducted during the regular working hours and the Owner Operators shall not suffer any loss of pay as a result of such meetings.
- BC-A6.03 Pay Errors

If an error occurs in the payroll computation of an Owner Operator's pay cheque and the amount is equal to one (1) day's pay or more, he/she shall be entitled, on request, to receive same as soon as practical but not later than three (3) working days after the error was reported; and if the Owner Operator is overpaid then he/she shall return said cheque or the overpaid amount within three (3) working days.

The Company will help the Owner Operator to acquire a rental (and optional insurance) if necessary and requested. The Owner Operator will reimburse the Company for the cost of the rental and cost of optional insurance through payroll deduction or direct payment if requested.

BC-A6.04 The Company agrees to filtered water to all Owner Operators, free of charge. Cups to be provided.

BC-A6.05 The Company agrees that an Employee will have the ability to use any of Loomis Express (Canada) services on the following basis:

- (a) Seventy percent (70%) discount on employee personal shipments only
- (b) Maximum three (3) shipment per year.
- (c) No collect shipments.
- (d) Not transferable (i.e. only a Loomis Express (Canada), Ltd. employees can receive this seventy percent (70%) discount.
- (e) Blackout period after the first week in December to the second week in January.

BC-A6.06 The Company agrees to distribute all Owner Operator union dues receipts when provided by the Union.

BC-A6.07 All Business Agreements and attached Schedules must be signed face to face and in the presence of a Steward or Union Official.

BC-A6.08 All IATA code requirements on paperwork or parcels shall be performed by Hourly Employees.

BC-A6.09 The Company considers at-fault damage to the Handheld to be subject to the principles of progressive discipline. Recognizing this principle, the policy dated August 28, 1998 will not form part of the Collective Agreement. However, the established program of progressive discipline will be the governing elements.

BC-A6.10 The Company extends support on Ford Econoline 250 and Chrysler Sprinter. Work continues on other makes.

BC-0A6.11 Company Drivers Performing Owner Operator Work

In instances where the Owner Operator is not notified of freight for their route and given first right of refusal on that freight, the Owner Operator will be paid at the applicable rates as set out in their business agreement for each and every instance where any other employee delivers or picks up work within their route boundaries providing the O/O can make such deliveries and will not affect service to other customers on their route.

BC-A6.11 Warehouse Work

The Company recognizes that the Union has provided the Company with an exception to language in the Collective Agreement to support the business. The Company would like to request that the current practice remain until the rerouting process is complete which will eliminate the need for the Company to use the Owner Operators to perform warehouse work.



## **ARTICLE BC-A7 – DEFINITIONS**

BC-A7.01 Owner Operator:

Is an Employee of the Company as defined by the Labour Code of Canada, Part 1, Chapter L-2, Section 3. 1, and includes the “Contractor” Owner Operators covered by Appendix “C” of this Collective Agreement.

BC-A7.02 Lower Mainland

For the purpose of this Agreement, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

- (a) North - to and including Pemberton, B.C.
- (b) South - to the Canadian/United States borders
- (c) East - to and including Hope, B.C.
- (d) West - to the West Coast mainland to and including Earls Cove, BC.

## **LETTER OF UNDERSTANDING #BC-A1**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as “the Company”)**

**AND**

**THE UNIFOR (UNIFOR – CANADA)**  
**(Hereinafter referred to as “the Union”)**

**Re: Line Haul Abolishment**

IT IS HEREBY AGREED AND UNDERSTOOD that the following shall become and remain part of the current Collective Agreement between the Company and the Union.

In the event that there is an abolishment of a Linehaul Owner Operator's work for any valid reason, then the Business Agreement for said Owner Operator shall be temporarily suspended for a period of not more than six (6) calendar months. During this six (6) calendar month period the following shall apply:

- (a) The Owner Operator shall retain first right to said work.
- (b) The Owner Operator shall retain his/her service date for bidding on posted work.
- (c) The Owner Operator shall be responsible for payment of benefit premiums.
- (d) The monthly guarantee shall not apply.

Where a Linehaul route has been suspended or abolished, the Owner Operator will have the option of bumping a Junior Owner Operator with like equipment at any time after seven (7) days or thirty (30) days at Christmas time.

If after six (6) calendar months there is no return to said work, then the Company shall notify said Owner Operator that his/her Business Agreement has been cancelled. Item 2 of the Owner Operator's Business Agreement will not apply.

In the event of multiple runs on a single lane, the temporary suspension will apply to the Owner Operator with the junior service date on that run.

**Letter of Understanding # BC-A2**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as “the Company”)**

**AND**

**THE UNIFOR (UNIFOR – CANADA)  
(Hereinafter referred to as “the Union”)**

**Re: Liability Waiver**

The Company and the Union agree to the following Liability Waiver for use when a Company Representative is required to accompany an Owner Operator in their vehicle.

The Company agrees to accept all liability for any or all persons that it authorizes to accompany any Owner Operator in their vehicle during the course of the business day while on their route, provided that the person is pre-authorized by the Company.

This waiver is valid if the vehicle meets the mechanical safety standards as set out by the Province of British Columbia.

No person pre-authorized by the Company will be allowed to ride in any vehicle that does not have a legal passenger seat or restraining device.

**LETTER OF UNDERSTANDING # BC-A3**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as “the Company”)**

**AND**

**THE UNIFOR (UNIFOR – CANADA)  
(Hereinafter referred to as “the Union”)**

**Re: Excessive Hours**

The Company agrees that the issue of excessive hours that some Owner Operators have been required to do will be addressed and every effort will be made to reduce these hours.

It is understood that the Company intends each route to be completed within ten (10) hours excluding lunch and breaks under the new payment methodology.

**APPENDIX "C"**  
**BC BUSINESS AGREEMENT**

AGREEMENT ENTERED INTO AT THE CITY OF \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 200\_\_.

**BETWEEN: LOOMIS EXPRESS (Canada) LTD.**

having its head office at 201 Westcreek Boulevard West, Suite 200, Brampton, Ontario, L6T 5S6

Hereinafter called the "Company"

**AND:**

(full name)

(address and postal code)

Hereinafter called the "Owner Operator"

WHEREAS Loomis Express (Canada), Ltd., a common carrier by motor vehicle which, in the regular course of its operations, requires the services of Owner Operators;

WHEREAS the Owner Operator has applied to Loomis Express (Canada), Ltd. to enter into an Agreement to supply transportation services with his/her own equipment on the terms and conditions hereinafter set out.

WHEREAS the Owner Operator warrants that he/she has the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of the Branch

**THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**TERM**

1. This Agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract or for justifiable business reasons.
2. This Agreement may also be terminated, by either party, by serving a written notice to that effect, thirty (30) days in advance.

**PAYMENT**

3. The schedule of rates is attached to this Agreement as Schedule "A". Payments shall be made to the Owner Operator every two (2) weeks or as otherwise agreed by the parties.
4. The remuneration paid to the Owner Operators includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and Statutory Holidays.

## PURPOSE OF THE AGREEMENT

5. This Agreement outlines the terms and conditions related to the provision of services in relation with customers of Branch to ensure that those services will be sufficient and to the satisfaction of Loomis Express (Canada), Ltd. and its customers.

## OWNER OPERATOR'S OBLIGATIONS

6. The Owner Operator agrees to
  - (a) Maintain at all times valid permits as required by law, and abide by and operate within the limits of all related Provincial and Federal Laws and Regulations.
  - (b) Accept sole responsibility for the operation of any and all vehicles supplied, and the use of any and all personnel, freight handled, claims, fines, costs and legal expenses related to any infraction to the applicable laws.
  - (c) Obtain and maintain insurance coverage, as more fully described in Schedule "D".
  - (d) Promptly report any accident and any claim which could involve Branch and fully cooperate with Branch and any other person involved, for the settlement of any insurance claim.
  - (e) Ensure that the best interests of Branch and its customers are maintained through a safe, efficient and professional operation.
  - (f) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of Branch and its customers.
  - (g) Make every reasonable effort to meet established delivery time unless otherwise prevented by severe weather or other extraordinary circumstances beyond the control of the Owner Operator.
  - (h) Provide personally his/her services except for holidays, accident, illness, vacation, authorized leave or emergency.
  - (i) Where a replacement Driver can be employed, provide at all time, licensed, competent and qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source and Worker's Compensation.
  - (j) Recognize the right of Branch to modify areas of service from time to time where necessary for service or efficiency.
  - (k) Accept sole responsibility for the freight handled and claims related to such freight provided however, that in order for the Owner Operator to be held liable, it must be established that the Owner Operator was negligent in the performance of their duties.
  - (l) Owner Operators are required to provide the Company with a copy of all maintenance records related to their vehicle on a quarterly basis.
  - (m) All violations involving the Owner Operator's vehicle, moving or parked must be reported immediately to the Service Centre Manager.

- (n) No Owner Operator shall use a Relief Driver as his or her replacement to work somewhere else without the written permission of both the Company and the Union.
- (o) The Owner Operator may elect to retain a Relief Driver on their run indefinitely but shall have to pay sixty (60%) percent of the gross daily income to their driver plus WCB costs, excluding fuel escalation, until the expiration of his/her Union duties.
- (p) Linehaul Owner Operators to pay a minimum of twenty-five (25%) of gross revenue per day plus WCB costs.
- (q) All Owner Operators who are registered with the Worker's Compensation Board who can qualify to not pay personal option protection may do so but must meet the Board's regulations to keep their account active or disciplinary action will result.

## **OPERATING PRINCIPLES**

- 7. (a) The Dependent Contractor agrees that, in the performance of this contract, especially where he/she collects monies on behalf of Branch, he/she shall assume all the legal obligations of a person charged with administration of the property of others.
- (b) During the term, and any renewal thereof, Branch undertakes and agrees to provide the Owner Operator and the Vehicle with appropriate Motor Carrier Authority Freight Vehicle Licenses authorizing the transportation of goods, provided by Loomis Express (Canada), Ltd. in connection with performance of services by the Owner Operator.

## **GENERAL**

- 8. It is expressly agreed between the parties that Branch shall, in no way, be responsible to the Owner Operator or to third parties, for any services and/or supplies provided to the Owner Operator. In the event of a claim resulting from supplies or services so provided, the Owner Operator agrees to indemnify Branch and to plead in its stead.
- 9. Branch may require, from time to time, proof that the Owner Operator abides by any and all of his/her obligations. The Owner Operator will, upon demand, give Branch a written authorization to verify his/her status and the discharge of his/her contractual obligations with any government or person.
- 10. The Owner Operator recognizes that he/she cannot obtain more rights than those of a registered user of Loomis Express (Canada), Ltd.'s trade name, trademarks and logo-types and, as such, has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all Branch symbols, insignias, decals or other identification will be removed, at the Owner Operator's expense, prior to the release of final payments owing to the carrier.
- 11. The Owner Operator agrees that, during the term of this Contract and in any case of termination thereof, he/she will not solicit any of Loomis Express (Canada), Ltd.'s customers nor will he/she compete directly or indirectly with Loomis Express (Canada), Ltd., with respect to Loomis Express (Canada), Ltd.'s customers. In the event of termination by either Loomis Express (Canada), Ltd. or the Owner Operator, the Owner Operator will not solicit any of Loomis Express (Canada), Ltd.'s customers directly for a period of three (3) months following termination.

12. The Owner Operator and any Employee, partner or associate of the Owner Operator may not be entitled to any benefits or rights which would not be afforded to an Employee of Loomis Express (Canada), Ltd., including but not limited to benefits such as Company pension, Governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.
13. Each route general borders plus any anomalies shall be described fully in each Owner Operator's Business Agreement (Schedule "A").
14. Any Doctor's note required by the Company shall be paid in full by the Company up to a maximum of thirty-five dollars (\$35.00).

SIGNED, SEALED AND DELIVERED:

BRANCH

By:

\_\_\_\_\_

\_\_\_\_\_  
MANAGER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER OPERATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AREA DIRECTOR



## **SCHEDULE "A"- BC FEES**

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as aforementioned, as follows:

1. a. The Owner Operator shall receive a guarantee of \$\_\_\_\_\_ as his/her bi-weekly guarantee.
- b. Owner Operator Minimum Rates will be as follows:

Owner Operator Minimum Rates will be as follows:

<b>Rates</b>	<b>April 1 2013</b>	<b>April 1 2014</b>	<b>April 1 2015</b>	<b>April 1 2016</b>
<b>Core Zone Rate</b>	<b>By Route</b>	<b>By Route</b>	<b>By Route</b>	<b>By Route</b>
<b>Stop Rate</b>	<b>\$1.29</b>	<b>\$1.29</b>	<b>\$1.29</b>	<b>\$1.32</b>
<b>Piece Rate</b>	<b>\$0.23</b>	<b>\$0.23</b>	<b>\$0.23</b>	<b>\$0.24</b>

<b>Quality Payment</b>	<b>April 1 2013</b>	<b>April 1 2014</b>	<b>April 1 2015</b>	<b>April 1 2016</b>
<b>98% to 100% AVD</b>	<b>\$16.15</b>	<b>\$16.15</b>	<b>\$16.15</b>	<b>\$16.55</b>
<b>95% to 97% AVD</b>	<b>\$5.38</b>	<b>\$5.38</b>	<b>\$5.38</b>	<b>\$5.52</b>
<b>100% Pick Ups</b>	<b>\$16.15</b>	<b>\$16.15</b>	<b>\$16.15</b>	<b>\$16.55</b>
<b>100%TDD</b>	<b>\$16.15</b>	<b>\$16.15</b>	<b>\$16.15</b>	<b>\$16.55</b>
<b>Total Potential</b>	<b>\$48.45</b>	<b>\$48.45</b>	<b>\$48.45</b>	<b>\$49.66</b>

International Waybills are the same as Original Waybills.

Lower Mainland air shuttles will pay a minimum of fifty dollars (\$50.00).

All scannable waybills, laser waybills, shippers own bar-coded labels must be scanned, as per Company policy, in order to receive compensations outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub-waybill) signed, timed and dated for receipt of shipment.

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

Owner Operators will be expected to make every effort to perform time definite deliveries where such deliveries will not affect service to other customers on their route. If it is determined that the Owner Operator cannot perform said delivery within the service requirements, they will be required to advise the appropriate Manager that alternate arrangements will need to be made for said deliveries.

Owner Operators redirected to another Depot to unload will be paid the following diversion rates:

Richmond ↔ Vancouver	\$50.00
Richmond ↔ Burnaby	\$50.00
Burnaby ↔ Vancouver	\$40.00

	April 1 2013	April 1 2014	April 1 2015	April 1 2016
<b>Linehaul Tractor</b>	<b>\$1.51</b>	<b>\$1.51</b>	<b>\$1.51</b>	<b>\$1.55</b>
<b>Axle rates to be negotiated with the introduction of new equipment.</b>				
<b>Linehaul Straight Truck / per mile rate</b>	<b>\$1.29</b>	<b>\$1.29</b>	<b>\$1.29</b>	<b>\$1.32</b>
<b>Linehaul 1 Ton / per mile rate</b>	<b>\$0.83</b>	<b>\$0.83</b>	<b>\$0.83</b>	<b>\$0.85</b>
<b>Linehaul 3/4 Ton / per mile rate</b>	<b>\$0.79</b>	<b>\$0.79</b>	<b>\$0.79</b>	<b>\$0.81</b>
<b>Linehaul Tandem Axle Tractor Driving Rate / per hour</b>	<b>\$54.85</b>	<b>\$54.85</b>	<b>\$54.85</b>	<b>\$56.22</b>
<b>Linehaul Single Axle Tractor Driving Rate / per hour</b>	<b>\$50.02</b>	<b>\$50.02</b>	<b>\$50.02</b>	<b>\$51.27</b>

Linehaul Owner Operators who operate with a train will be paid an additional twelve cents (\$0.12) per mile. The train rate is paid for the duration of the trip.

Linehaul Owner Operators who operate on Highway 3 will be paid an additional three cents (\$0.03) per mile. However, drivers who normally do not use Highway 3 and who are forced to use Highway 3 by an aversion will only be paid for the mileage they drive on Highway 3.

Tridem Rates – The Company will provide a payment for this work, at a rate of eight cents (\$0.08)/mile. Ramps will be installed in Prince George and Burnaby at ratification.

<b>Drop Rates:</b>	April 1 2013	April 1 2014	April 1 2015	April 1 2016
<b>Linehaul Tractor</b>	<b>\$18.10</b>	<b>\$18.10</b>	<b>\$18.10</b>	<b>\$18.55</b>
<b>Linehaul Straight Truck</b>	<b>\$18.10</b>	<b>\$18.10</b>	<b>\$18.10</b>	<b>\$18.55</b>
<b>Linehaul 1 Ton</b>	<b>\$9.05</b>	<b>\$9.05</b>	<b>\$9.05</b>	<b>\$9.28</b>
<b>Linehaul 3/4 Ton</b>	<b>\$9.05</b>	<b>\$9.05</b>	<b>\$9.05</b>	<b>\$9.28</b>

Drop rate is equal to thirty (30) minutes of work. In the event that the work time at a drop exceeds thirty (30) minutes, every increment of fifteen (15) minutes work time will be paid one-half (½) the drop rate. The Company will undertake to review the drop times on all routes within ninety (90) days following ratification and the appropriate rate will be established.

Train Make/Break Rates: \$18.10 per occurrence effective 01/01/12  
 Train Make/Break Rates: \$18.55 per occurrence effective 04/01/2016

Switch Trailer Rate: \$18.10 per occurrence effective 01/01/12  
 Switch Trailer Rate: \$18.55 per occurrence effective 04/01/2016

2. The Owner Operator shall receive remuneration based on the formula:

(Stops x Stop rate) + (Core Zone x # of stops) + (# of pieces x rate) + Quality Payment = Total + Bonuses

Density is based on kilometers/stops and will be used to calculate the Core Zone.

Add in specific individual amounts if needed (such as core zone rate)

The Quality payment is calculated using the following criteria:

- Time Definite
- Completing all assigned deliveries
- Picking up all assigned pick-ups

The items listed in Schedule B (y) shall be not be included when calculating the Quality Payment.

3. The Owner Operator shall be paid the aforementioned amounts by direct deposit every two (2) week period on Friday.
4. The Owner Operator will receive a minimum bi-weekly gross ("guarantee") from services in respect of \_\_\_\_ route in the Province of British Columbia.

The bi-weekly minimums are as follows:

	<u>04/01/2013</u>
¾ ton	\$2,346
1 ton	\$2,550
3 & 5 ton	\$2,550

In addition to the above, the guarantee will be increased by the amounts set out below for mile driven over the minimum.

¾ ton van \$0.35 per km for all miles over 130 kms/day  
 1 ton van \$0.40 per km for all miles over 130 kms/day  
 3 ton van \$0.60 per km for all miles over 200 kms/day  
 5 ton van \$0.65 per km for all miles over 200 kms/day

All guarantees negotiated or otherwise, will be calculated as a bi-weekly minimum, effective date of ratification. Guarantees are based on a five (5) day work week or the equivalent thereof (e.g. where an Owner Operator works Monday to Saturday, where Saturday and Monday are half-days). Any time worked beyond a five (5) day work week will be considered an extra to be negotiated as part of the Business Agreement.

Guarantees are based on a five (5) day work week. Any time worked beyond a five (5) day

work week will be considered an extra to be negotiated as part of the Business Agreement. No Owner Operator will be required to work more than five (5) days per week without their agreement.

Owner Operators who have negotiated a guarantee greater than the above will receive the following increases to their individual bi-weekly guarantee:

- *Note: It is understood that although the bi-weekly minimum guarantee will remain in place (and the International Shuttle Owner Operator guarantee will continue), the Framework Methodology Committee will continue to explore ways of reducing the number of Owner Operators reliant on this guarantee.*

Pay period minimum is pro-rated based on the number of working days in the pay period.

Partial routes will be pro-rated accordingly.

Partial routes will have no adverse impact on existing Owner Operators.

The Company will not implement any new partial Owner Operator routes unless there is an Agreement otherwise between the Company and a Union Business Agent or National Representative. If any existing partial route is rerouted or reposted, it shall be deemed to be a regular Owner Operator route unless the Company decides to fill it with an Hourly Driver.

5. With the exception of invoice adjustments or corrections, any monetary claims by the Company against an Owner Operator must be submitted as a Company grievance and no deductions shall be made until the grievance is resolved or arbitrated, all auditing adjustments must be presented to the Owner Operator in a face to face meeting with a Steward present and proof provided of all adjustments. The Company agrees further any audit as provided for herein shall be conducted in a timely manner and the information the Company is relying on shall be checked to be accurate prior to the meeting.
6.
  - (a) Loomis Express (Canada), Ltd. may in its reasonable discretion from time to time add to and amend Schedule "A" in any manner necessary to comply with law. Any such addition or amendment shall be effective and binding upon the Owner Operator from the date stipulated in the notice of Loomis Express (Canada), Ltd. in regard thereto.
  - (b) Loomis Express (Canada), Ltd. may, at times, add to and amend the Owner Operators Rules and Guidelines in any manner necessary for compliance with the law. Any such addition or amendment shall bind the Owner Operator from the time Loomis Express (Canada), Ltd. advises the Union in writing of the required amendment.
7. Operating Principles
  - (a) If and when an Owner Operator is required by the Company to return to the Depot to do missed shipments, then the Owner Operator will receive his regular waybill rate for any re-deliveries, which shall be charged to the Company.
  - (b) All Owner Operators shall be entitled to take two (2) fifteen (15) minute rest periods and one (1) half hour meal period at their discretion.
  - (c) Off loads will be locally negotiated between the Owner Operator and his/her Branch Manager.

- (d) Company requested claims inspections will pay a minimum of five dollars (\$5.00).
- (e) The Company shall pay for all road, ferry or transport tolls or fees.
- (f) Warehouse time for Owner Operators outside the Lower Mainland will be paid the following: (Pick up and delivery units only).

	<u>April 1 2013</u>	<u>April 1 2014</u>	<u>April 1 2015</u>	<u>April 1 2016</u>
Per hour	\$27.34	\$27.34	\$27.34	\$27.34

Any additional warehouse time to existing Owner Operators on their existing runs as of date of ratification of the 2001 agreement will be paid over & above any guarantee or flat rate applicable to them.

- (g) Linehaul routes requiring a layover away from home terminal will be paid a two cent (\$0.02) per mile premium. (Applicable for routes under five hundred (500) miles.) Wherever possible, the Company will not require weekend layovers.
9. It is recognized that the Owner Operator's work week may consist of five (5) consecutive days with two (2) consecutive days off. Saturday and Sunday are recognized as the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) shift respectively.
  10. Non Owned Trailer Insurance will become the responsibility of the Company.
  11. Fuel Escalation

Owner Operators will determine their average daily kilometers and submit this to the Company within two (2) weeks of date of ratification. Average daily kilometers are based on work driving only and do not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometers will only be adjusted with a reroute or significant geographic change. The base fuel price for this program will be the B.C. average unleaded fuel price of fifty-five cents (\$0.55)/litre. Owner Operators will be paid on the basis of:

City Routes:

¾ ton van	\$0.01 per km for every	\$0.04 change in base fuel price
Dual Wheel Units	\$0.01 per km for every	\$0.03 change in base fuel price
5 ton units	\$0.01 per km for every	\$0.025 change in base fuel price

Rural Routes:

¾ ton van	\$0.01 per km for every	\$0.05 change in base fuel price
Dual Wheel Units	\$0.01 per km for every	\$0.04 change in base fuel price
5 ton units	\$0.01 per km for every	\$0.035 change in base fuel price

Determination of City or Rural Route, for this program, is on the basis that a route consisting of eighty (80%) percent or more of its total mileage is within city/town limits is considered City. All Lower Mainland routes are considered City. The route must be designated either City or Rural, there is no mixed routes.

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the base price. Fuel prices to be posted at all locations at the first of each month.

Owner Operators will submit any amounts owed under this program as a separate charge on their daily invoices. Any Owner Operator found overstating their mileage will, at a minimum, be permanently excluded from this program. There will be no compensation for mileage incurred for personal use at any time.

12. WCB Premium Reimbursement

Effective August 1, 2009 - Upon presentation of a receipt from Worksafe BC, the Company will reimburse the Owner Operator one hundred and fifty dollars (\$150) per year for the cost of WCB coverage.

This amount shall be paid over and above any guarantee.

13. Saturday Work

All Owner Operators working on Saturdays will be compensated based on a five (5) hour minimum and based on the following rates

April 1, 2013 \$28.16

April 1, 2016 \$28.86

These rates will be pro rated for a three-quarter ton vehicle

These rates are increased as per Article 11

Mileage will also be paid on a pro-rated basis.

For example, an O/O with a 1-ton vehicle working 7 hours on a Saturday would be compensated  $7 \times \$26.14/\text{hr} = \$182.98$  plus  $\$0.40/\text{km}$  for all kms driven beyond 91 kms that day. (130 km pro-rated on a 7-hour work day – 91kms).

All business agreements will be updated to reflect these changes where required.

## SCHEDULE "B" – BC SPECIFICATION FOR SERVICE

The Owner Operator hereby undertakes and covenants to perform the services pursuant to the Agreement and to strictly adhere to the following guidelines:

The Owner Operator shall:

- (a) be available for service at all times and places established from time to time by Loomis Express (Canada), Ltd.;
- (b) have on hand an adequate supply of presentable waybills, rate sheets, flyers and other supplies required by the operating authority of Loomis Express (Canada), Ltd.;
- (c) prepare and submit accurate and honest reports to Loomis Express (Canada), Ltd. for the services performed pursuant to this Agreement on a daily basis along with an Owner Operator daily check sheet and completed route summary;
- (d) submit any agreed to copies of waybills relating to pick ups and copies of waybills relating to deliveries to Loomis Express (Canada), Ltd. at the end of each work day;
- (e) pick up and deliver every shipment of packages assigned by Loomis Express (Canada), Ltd. to the Owner Operator in accordance with the instruction standards of service set by Loomis Express (Canada), Ltd.;
- (f) be responsible for the loading, unloading, maintaining and servicing of the Vehicle and the verifying of all customer material;
- (h) present himself for work in a clean, pressed uniform or other clothing acceptable to Loomis Express (Canada), Ltd. at all times during service;
- (i) ensure that the vehicle is clean, sound and in good working condition with all advertising material where agreed upon supplied by Loomis Express (Canada), Ltd. properly displayed;
- (j) ensure that the Vehicle continues to meet the specifications of Loomis Express (Canada), Ltd. as to colour, type, decaling and security;
- (k) drive the Vehicle in a safe, cautious and expeditious manner;
- (l) conduct himself in a polite and helpful manner while making pick ups and deliveries on behalf of Loomis Express (Canada), Ltd.;
- (m) exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, damaged or destroyed;
- (n) notify Loomis Express (Canada), Ltd. in the event of any accident that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by him on behalf of Loomis Express (Canada), Ltd. under this Agreement for the remainder of the day concerned. However, if the driver and/or the vehicle are incapacitated, the Company will attempt to arrange for the alternate coverage for the remainder of the day concerned, but will retain the revenue for the period in which they operate, if an Hourly Driver is used;
- (o) not use any alcohol or drugs while performing the services under this Agreement;

- (p) properly lock any door when leaving premises which the Owner Operator has gained access to by virtue of any keys supplied by Loomis Express (Canada), Ltd. or the customer concerned;
- (q) scan every piece in accordance with Company policy and where this is not possible, obtain the appropriate signature on any waybills as proof of delivery, or if no waybill exists have the customer or his/her agent sign on a sub-waybill;
- (r) make every effort to ensure that all parcels and envelopes are handled appropriately and with care;
- (s) scan, report and/or record any deliveries or pickups not completed;
- (t) ensure that the Vehicle is kept locked and fully secured at all times;
- (u) not allow any passengers not authorized by Loomis Express (Canada), Ltd. in the Vehicle when performing the services pursuant to this Agreement and delivering or picking up parcels on behalf of Loomis Express (Canada), Ltd.;
- (v) provide a replacement Driver or vehicle, when necessary, either of which must have previously been cleared and deemed acceptable to Loomis Express (Canada), Ltd.;
- (w) in the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and he/she will have ninety (90) days to acquire the new equipment;
- (x) the Company will pay the first waybill rate for a delivery and a pickup at the same location at the same time providing the normal standards of delivery and pickup are maintained;
- (y) as noted below, the following will be paid at the regular first waybill rate:

- |                       |   |
|-----------------------|---|
| 1. Regular Pickup:    | Regularly scheduled stop nothing shipped on that day.   |
| 2. Attempted Pickup:  | Driver is dispatched to customer. Nothing shipped; shipper knows nothing about it. Must be there prior to customer's closing time.  |
| 3. Attempted Delivery | Driver cannot deliver as no one is home or business is closed. Applies to closed business only if driver there during normal hours of operation. Payment includes weight of shipment. |
| 4. Cheque Pickup      | Pickup of cheques for Accounts Receivable. Paid separately when driver is required to make a separate stop.   |
| 5. LCS Delivery       | Driver delivers Loomis Express (Canada), Ltd. product to customer on regular or laser waybills. (Could include supplies or pre-printed waybills in large quantities.)                 |
| 6. LCS Pickup         | Driver is asked to pickup product for Loomis Express (Canada), Ltd.   |
| 7. International Meet | Driver is dispatched to meet other drivers to go to airport for International service. Charges one waybill for each meet.   |



- |                  |   |
|------------------|---|
| 8. Same Day Meet | Drivers who meet the same day shuttle for additional stops.                               |
| 9. Mobile Meet   | Driver meets a shuttle to obtain late air shipments.                                      |
| 10. Driver Meet  | Driver gives scanner and pickup material to another Driver who is returning to the Depot. |
| 11. Airbox Drop  | Driver drops off air pickup material for another Driver to retrieve.                      |

In the event it is determined that the Owner Operator is unable to make a delivery(s) or pick-up(s) in his/her area, Management reserves the right to assign these stops to surrounding routes in order to maintain customer service.

The intent of this language is that the Company would have specific reasons for assigning stops to surrounding routes. This would be done on a one-off and not on a permanent basis.

PROOF

## **SCHEDULE "C" - HEALTH CARE BENEFITS: BRITISH COLUMBIA**

It is hereby agreed that all Loomis Express (Canada), Ltd. Owner Operators will receive the following insurance package, paid for fully by the Company:

- |    |   |          |
|----|---|----------|
| 1. | Life Insurance  | \$50,000 |
| 2. | Accidental Death & Dismemberment  | \$50,000 |
| 3. | Felonious Assault   | \$30,000 |
| 4. | Major Medical Insurance: (similar to extended health benefits).<br>May start 30 days following Owner Operator activity. |          |

Owner Operators may exercise an option for the following health and welfare benefits. These benefit premiums are totally paid for by the Owner Operator.

- A. Provincial Medical Insurance: applicable for each Province. Available first of month following date of employment.
- B. Personal Accident Insurance: This is a separate plan. Amount of coverage is optional to each Owner Operator at their own cost as outlined in the pamphlet. Available on first of month following completion of thirty (30) days following Owner Operator activity.
- C. If the numbers warrant the Company will, on behalf of the Owner Operators, negotiate with an insurance carrier a separate plan for S.T.D. and L.T.D. based on Owner Operator experience and funded by the Owner Operators.
- D. The Company shall within one hundred twenty (120) days of ratification produce a booklet that contains all needed forms relating to claiming on any of the insurances provided as well as an explanation of all benefit packages made available to the Owner Operators.
- E. There shall be no drug or alcohol testing of any Owner Operators under this Collective Agreement unless required by law or a separate Agreement between the Union and the Company.
- F. The Company agrees to recognize same sex couples for the purpose of coverage through any negotiated benefit or clause.

## **SCHEDULE "D": BC LIABILITY AND DAMAGE INSURANCE**

The Owner Operator shall, at their own expense and without cost or expense to Loomis Express (Canada), Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- (a) Motor vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to Loomis Express (Canada), Ltd.. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations:
- (b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to Loomis Express (Canada), Ltd. or its customers, including the loss of use thereof covering such perils as Loomis Express (Canada), Ltd. deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to Loomis Express (Canada), Ltd. The Policy referenced herein shall contain and endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.
- (c) Cargo liability insurance on terms and conditions reasonably satisfactory to Branch in an amount of not less than twenty-five thousand dollars (\$25,000).

The foregoing insurance must be placed with an insurer reasonably acceptable to Loomis Express (Canada), Ltd. The Owner Operator must further provide Loomis Express (Canada), Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverage's herein shall also contain the following provisions:

- 1) Branch will be added to said policies as an additional insured by only with respect to liability that may result from the performance of the Agreement;
- 2) The Owner Operator and the insurers further agree to waive all rights of subrogation as against Loomis Express (Canada), Ltd.;
- 3) The policies shall contain severability of interest and cross liability clauses;
- 4) The Insurers will provide Loomis Express (Canada), Ltd. with thirty (30) days prior written notice of any cancellation or material change in the policies.

## **APPENDIX B HOURLY SPECIFIC LANGUAGE**

### **ARTICLE BC-B1 - SCHEDULE OF HOURS AND OVERTIME**

#### BC-B1.01 Work Day, Work Week and Overtime

- (a) The work week will be Sunday through Saturday. All time worked in excess of forty (40) hours per week and over eight (8) hours per day and up to ten (10) hours will be paid at time and one-half (1 ½) times basic rate and all hours worked over ten (10) hours per day will be paid for at double time (2 X) the basic rate. Overtime to be based on a day-to-day basis except for those Employees working a long day, short week by agreement. No Employee shall be required to take time off in lieu of overtime hours worked.

In a week during which one or more Statutory Holidays occur(s), the forty (40) hours requirement will be reduced by eight (8) hours each Statutory Holiday.

For Clerical Employees regularly scheduled to work a thirty seven and one half (37 ½) Hour Work Week: Clerical Employees who are scheduled to work a (37 ½) hour work week and who work in excess of thirty seven and one half (37 ½) hours a week and/or seven and one half (7 ½) hours a day will be paid at time and a half (1 ½) their hourly rate. Clerical employees, who work in excess of thirty nine and one half (39 ½) hours a week and/or nine and one half (9 ½) hours in a work day, will be paid at double time (2 X) their hourly rate.

- (b) A day for the purpose of this clause shall be the scheduled start of an employee's shift and shall run until the start of the employee's next scheduled shift in a twenty-four (24) hour period.
- (c) Payment of Overtime: All employees will be paid overtime for all hours in excess of eight (8) hours in a twenty-four (24) hour period commencing with the employee's scheduled start time.
- (d) A casual scheduled employee will be paid overtime in excess of eight (8) hours from the start of their first assignment in a twenty-four (24) hour period or until their next schedule shift, whichever is less.
- (e) Unscheduled casuals are to be called after all part-time and scheduled casuals have been offered the extra hours first for maximization. This is to be done in order of seniority.

#### BC-B1.02 Minimum Scheduled Hours

Employees will be paid according to their posted shift or the spareboard; however, no shift will be scheduled for less than four (4) consecutive hours (excluding split shifts). Any regular posted Employee working twenty (20) hours or more per week shall be entitled to the full rights and benefits of this Collective Agreement.

#### BC-B1.03 Minimum Pay

- (a) Any regular full-time or regular part-time Employee scheduled to report to work at a specified time by the Company, who starts work at the said time, shall be guaranteed a minimum of four (4) hours pay in lieu thereof - unless

the Employee quits, is voluntarily laid off or is discharged for cause prior to the completion of four (4) hours.

- (b) Regular part-time Employees who are called and asked to report to work for extra hours/miles will be paid according to the amount of hours/miles worked. The availability of these hours/miles shall go to the most senior part-time Employee on shift, followed then by the part-time Employee most immediately available. In the event a part-time Employee is called in for extra work and no work is available, that Employee will be paid a minimum of three (3) hours. Article BC-B1.04 shall not apply.

BC-B1.04 Split Shifts

All Employees working split shifts with a break of two (2) hours or more, excluding a lunch period of one (1) hour, will receive one-half (½) hour paid per day at straight time rate. No split shift shall exceed more than twelve (12) hours, then the thirteenth (13<sup>th</sup>) hour shall be at overtime rates. Only shifts of six (6) hours or greater in length can be split, Lower Mainland only.

The twelve (12) hours above may be extended by local arrangements agreed to in writing between the Local Union Representative and the Service Centre Manager, subject to a thirty (30) day cancellation notice by either party.

BC-B1.05 Alternate Work Week

Upon mutual agreement in writing between the Company and the Union, a shift comprising of four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established. Where such shifts are established, overtime shall occur after the tenth (10<sup>th</sup>) hour at the rate of time and one-half (1 ½) times the basic rate.

BC-B1.06 Overtime

- (a) An Employee who works overtime in conjunction with his/her regular shift after two (2) hours shall be allowed a meal period of one-half (½) and an allowance of ten (10) dollars which is to be taken immediately following the completion of his/her regular shift, or as may be mutually agreed upon between the Company and the Employee.

- (b) It is agreed that the Company will endeavour to make reasonable accommodation for those Employees who have family, parental, or medical obligations that make them unavailable for mandatory overtime. Such Employees will be required to advise the Company in writing of these situations and this will also make these Employees ineligible for voluntary overtime. If the situation changes for these Employees and they wish to be added to the extra work list, they must advise the Company in writing.

If a specific shift is likely to require overtime, the Company will identify such on the posting. In this situation, if an Employee bids on the shift they will not be able to invoke the above provision.

- (c) Where an Employee is entitled to a meal allowance, the Company will issue a meal voucher and it will be the Employee's responsibility to redeem the voucher through either the cash counter or the petty cash custodian at their Branch.

- (d) Overtime shall be offered by seniority first, based on department and classifications, wherever possible.
- (e) In the event that employees have not finished assigned work within their scheduled shifts or volunteered for extra work, employees will be required by reverse seniority to remain on shift until all work has been completed or they have been permitted to depart the work site by the Supervisor or Manager.

BC-B1.07 Pay on Temporary Assignments

An Employee temporarily assigned to a higher rate position for two (2) hours or more shall receive the higher rate for his/her entire shift. An Employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

BC-B1.08 Overtime Banking

Where an employee desires to bank his/her overtime, he/she shall request, in writing, indicating this, which shall be binding for one (1) year.

- (a) Overtime which is banked during the calendar year shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as banked. When an employee leaves the Company all banked hours accumulated during that calendar year shall be paid out in total. Banked overtime should be taken in scheduled eight (8) hour increments or as locally arranged in writing.
- (b) The company shall keep a record of all banked overtime which shall be available for perusal by the employee.
- (c) Example of banked hours:  
One (1) hour at one and one half times (1 ½ X) one and one half (1 ½) hours banked one (1) hour at double (2 X) time two (2) hours banked.
- (d) Such time off will be taken at a mutually agreed date, consistent with the efficient operation of the Company.
- (e) Employees hired after July 1, 1990 will not be eligible to bank overtime.

BC-B1.09 Temporary Promotions

An Employee engaged temporarily or an Employee temporarily promoted on account of an Employee being off duty due to sickness or similar cause, or on vacation or leave of absence, shall receive the rate applicable to the position on which temporarily employed.

BC-B1.10 Rest Periods

All Employees covered by this Collective Agreement shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period. Employees who work more than six (6) hours will receive two (2) fifteen (15) minute Company paid rest periods.

All shifts over five (5) consecutive hours or more shall have a one-half (1/2) hour unpaid meal period between the third (3<sup>rd</sup>) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the employee.

BC-B1.11 Preshift Overtime

Any full-time Employee required to perform work before the scheduled starting time shall be compensated at the applicable overtime rate until the commencement of the scheduled shift. This will be calculated in fifteen (15) minute increments.

**ARTICLE BC-B2 - HOLIDAYS**

BC-B2.01 The following Statutory Holidays will be observed:

New Years Day	Thanksgiving Day	Family Day
Good Friday	Remembrance Day	
Victoria Day	Christmas Day	
Canada Day	Boxing Day	
British Columbia Day	Labour Day	

BC-B2.02 Eligibility

Eligible Employee are those Employees who are regular full-time and regular part-time Employees who work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days.

BC-B2.03 An eligible Employee will be entitled to pay for the above-noted holidays although no work is performed, provided such Employee's work on the regular scheduled workdays first preceding and next following such holidays. The Company will recognize reasons advanced by the Employee for absenteeism on the regular scheduled work day preceding or following the holiday and if deemed reasonable/legitimate such holiday pay entitlement will be granted.

BC-B2.04 Holiday Pay

Holiday pay will be computed by multiplying the Employee's basic straight time hourly rate of pay by the number of hours worked in the Employee's regularly scheduled work day.

A part-time posted Employee shall be paid a normal day's pay for the statutory holiday. For the purpose of this Article, a normal day's pay shall be understood to mean a part-time Employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the Statutory Holiday occurs, divided by the number of days worked to establish the hours to be paid for the Statutory Holiday. In the case of a normal day's pay for New Year's Day, Christmas Day, and Boxing Day will be counted as time worked, on the basis of the hours that the Employee was paid for those Statutory Holidays.

The Company agrees that a casual Employee shall be paid as per the existing Canada Labour Code.

BC-B2.05 Those Employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regular schedule day of work. If the holiday falls on a non-regular scheduled day of work, the Employee will receive their regular daily rate of pay.

- BC-B2.06 If an Employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he will be paid at his/her regular scheduled rate. Any Employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one half times (1 ½ X) for the day worked in addition to the holiday pay.
- BC-B2.07 If a recognized holiday occurs during an Employee's vacation or on a regular day off, the Employee, at his/her option, shall receive a day off with pay or a regular day's pay. Should the Employee choose a day off it may be taken on the first (1<sup>st</sup>) working day preceding the holiday or the first (1<sup>st</sup>) working day following the holiday.
- BC-B2.08 In the event a Statutory (General) holiday is proclaimed by either the Federal or Provincial Government, such holiday shall also be observed if not already listed in the above holidays.
- BC-B2.09 Employee's Birthday Holiday
- An employee must notify the Company in writing seven (7) calendar days in advance of his/her intent to take Employee's Birthday Holiday.
- BC-B2.10
- (a) Should an employee request to work his/her birthday and the Company is willing, then the rates of pay shall be as follows:
- He/she would be allowed to work his/her birthday as a normal day and be provided with an additional day's pay in lieu of his/her birthday.
- (b) In the event that the Company requests that the employee work his/her birthday, and the employee is willing, then the rates of pay shall be as follows:
- He/she would be allowed to work his/her birthday, as a normal day and be provided with an additional one and one-half day's pay in lieu of his/her birthday.

### **ARTICLE BC-B3 - VACATIONS**

- BC-B3.01 No later than January 15<sup>th</sup> of each year, the Company will post on the bulletin board a list of the Employees in order of seniority using the Employee's last anniversary date of employment.
- BC-B3.02 Vacation Selection
- Each Employee in order of seniority will select his/her desired time for vacation. An Employee shall be required to select his/her vacation dates within a maximum of forty-eight (48) hours (excluding his/her regular days off). Any Employee failing to select his/her vacation date except for bona fide sickness or injury where the Company is unable to contact, then the Employee shall forfeit his/her seniority rights for vacation selection and will be required to wait until all other Employees within the Depot have selected their dates. Such selection of vacation dates is to be completed by March 31<sup>st</sup> of each year. Any Employee who wishes to change his/her vacation selection after March 31<sup>st</sup> will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the Company's approval. For the purpose of this Article, the Depots in the Lower Mainland shall be considered individual Branches.



- BC-B3.03 (a) The Company shall permit at least twenty percent (20%) (taken to the nearest one (1) of the Employees in each job category) to take their vacation in any single Branch at any one time unless otherwise locally arranged between the Company and the Shop Steward.
- (b) (i) Employees shall be allowed to split their vacation entitlement, which must be declared prior to March 31<sup>st</sup> of each year. Seniority will apply to the entire vacation entitlement. Seniority will not apply to vacation requests received after March 31<sup>st</sup>, however, such requests will be allowed at the discretion of the Company on a first-come, first-serve basis.
- (ii) Employees with more than three (3) years of service may split one (1) week of their vacation, per calendar year, into days. Employees wanting to book individual days shall have the right to do so, by seniority, in the period March 31<sup>st</sup> until April 15<sup>th</sup>. Any days not booked during that period, will be booked in accordance with BC-B3.03 (b) (i).
- (iii) The Company shall post a notice confirming the selection of dates chosen by the Employees for their vacations. This notice shall be placed for all the Employees to see and shall remain there until all vacations have been taken. The above to be completed by 15<sup>th</sup> day of April of each year. Vacation to be calculated at the regular daily or regular weekly rate of pay.

#### Vacation Entitlement

- BC-B3.04 Regular full-time Employees who have completed one (1) year as a regular full-time Employee, will receive two (2) weeks' vacation with eighty (80) hours pay at the rate they were receiving at their anniversary date or four percent (4%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.
- BC-B3.05 Regular full-time Employees who have completed three (3) years as a regular full-time Employee, will receive three (3) weeks' vacation with one hundred and twenty (120) hours pay at the rate they were receiving at their anniversary date or six percent (6%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.
- BC-B3.06 Regular full-time Employees who have completed five (5) years as a regular full-time Employee, will receive four (4) weeks' vacation with one hundred and sixty (160) hours pay at the rate they were receiving at their anniversary date or eight (8%) percent of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.
- BC-B3.07 Regular full-time Employees who have completed twelve (12) years as regular full-time Employees will receive five (5) weeks' vacation with two hundred (200) hours pay at the rate they were receiving at their anniversary date or ten (10%) percent of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.
- BC-B3.08 Regular full-time Employees who have completed twenty (20) years as regular full-time Employees will receive six (6) weeks' vacation with two hundred and forty (240) hours pay at the rate they were receiving at their anniversary date or twelve percent

(12%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

BC-B3.09 Vacation Pay at End of Employment

In the event that an Employee leaves the employ of the Company before the Employee is entitled to two (2), three (3), four (4), or five (5) weeks' of vacation, the Employee will receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) respectively as set forth above as applicable based on length of service of the Employee's gross earnings for the anniversary year in which the Employee ends employment for which no vacation has been paid.

BC-B3.10 Year of Service

Fourteen hundred (1400) credited hours will constitute one (1) years service but no Employee will be permitted to accumulate more than one (1) years service or any additional fraction thereof in any single anniversary year.

BC-B3.11 Part-time Employees

Regular part-time employees will be compensated and entitled to vacations on a percentage basis of their annual earnings and in accordance with their years of service as per clauses BC-B3.04, BC-B3.05, BC-B3.06, BC-B3.07, BC-B3.08 and BC-B3.09.

BC-B3.12 The Company shall provide an Employee with a computation of vacation pay upon written request, once annually.

BC-B3.13 An Owner Operator who has transferred from hourly status is eligible to cash out his/her vacation pay after sixty (60) days service as an Owner Operator, or upon signing, whichever comes first.

BC-B3.14 Vacation pay shall be paid on a separate direct deposit when requested by the Employee giving two (2) week's notice in writing.

BC-B3.15 The above clauses shall be amended to reflect seven and one half (7 ½) hour full days for clerical workers.

**ARTICLE BC-B4 - SICK LEAVE PAY**

BC-B4.01 Fulltime Employees

Regular full-time employees who have been continuously employed by the Company for a period of at least one (1) year shall, upon each anniversary date of employment, have seven (7) days, fifty-six (56) straight time hours (52.5 hours for Customer Service Representatives) sick leave with pay placed in their sick leave bank. All unused sick leave will be paid out on the Employee's anniversary date subject to the following:

- (a) There shall be no cash withdrawal or payout (BC-B4.05) of sick days for Employees who have not completed one (1) year of service with the Company.

Employees will be eligible to use their sick leave entitlement for day care conflicts and/or family emergencies.

BC-B4.02 Part-time Employees

Regular part-time Employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .0269

All unused sick leave will be paid out on the Employee's anniversary date subject to the following:

- (a) There shall be no cash withdrawal or payout (8.05) of sick days for Employees who have not completed one (1) year of service with the Company.

Employees will be eligible to use their sick leave entitlement for day care conflicts and/or family emergencies.

BC-B4.03 In the event of a disabling injury on the job, an Employee will be paid for the number of hours for which the Employee was scheduled to work on the date of the injury.

BC-B4.04 Sick leave benefits will be integrated with Workers' Compensation benefits, unemployment, sickness, and disability insurance benefits. Under no circumstances will any combination of sick leave benefits, Workers' Compensation, and/or unemployment sickness, disability insurance benefits and funeral leave benefits exceed an Employee's regular straight time daily or weekly rate of pay.

BC-B4.05 Sick Leave Payout

- (a) Dependent Contractor who has transferred from hourly status is eligible to cash out his/her sick leave bank entitlement after sixty (60) days activity as a Dependent contractor, or upon signing, whichever comes first, at the ratio of one hundred percent (100%) of the value of each sick leave day not previously utilized.
- (b) An employee who is permanently laid off or placed on retirement status may convert his/her sick leave bank into a cash settlement at the ratio of one hundred percent (100%) for each sick leave day not previously utilized.

**ARTICLE BC-B5 - HEALTH AND WELFARE**

BC-B5.01 The Company shall provide a comprehensive Health and Welfare Plan to be fully paid by the Company. Attached hereto are brochures describing the various benefits forming the Health and Welfare Plan.

BC-B5.02 The Company agrees to provide all Employees with current details and information covering all Employee benefit programs for which Employees covered by this Agreement are entitled to participate.

BC-B5.03 The Company will provide the Medical and Hospital Services Plan for those eligible Employees who work a minimum of twenty (20) hours per week.

- BC-B5.04 Long Term Disability
- The Company will make available to eligible Employees a Long Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The plan provides a disability income based on seventy percent (70%) of average weekly earnings up to four hundred and fifty dollars (\$450) per week (for eighteen [18] months). The total disability period shall be a maximum of two (2) years calculated from the commencement of the short term disability claim.
- BC-B5.05 Short Term Disability
- Short Term Disability benefits commences on the first (1<sup>st</sup>) day of accident and the fourth (4<sup>th</sup>) day of sickness. Benefit is based on seventy percent (70%) of average weekly earnings up to four hundred and fifty dollars (\$450) per week for the first fifteen (15) weeks. An increase in the maximum payment will be automatic in accordance with E.I. Standards. The Company agrees that there will be no decrease in the current maximum benefit level during the term of this Agreement.
- BC-B5.06 Dental Plan
- The Company will provide for posted Employees who have been employed a minimum of sixty (60) days a dental plan for such eligible Employees and their eligible dependents. The effective date of the dental plan is the first (1<sup>st</sup>) day of the calendar month following ninety (90) days after the date the Employee was awarded the posting. The Company agrees that there will be no changes in current benefit levels or eligibility rules as a result of a change in insurance carrier(s).
- BC-B5.07 Optical Benefit
- Effective January 1, 2003: The Company will provide an optical benefits equivalent to two hundred and fifty dollars (\$250) every twenty-four (24) months for all Employees and eligible dependents.
- BC-B5.08 Accident Insurance Plan
- The Company will make available to eligible Employees and their dependents a Group Accident Insurance Plan for those Employees who voluntarily enrol in the Plan who continue to pay the required monthly premium.
- BC-B5.09 Felonious Assault Insurance
- The Company will provide Felonious Assault Insurance for all Employees on the payroll from the date of employment in the amount of twenty thousand (\$20,000) dollars.
- BC-B5.10 Benefit Cheques Remitted Directly to Employees
- The Company agrees that all benefit cheques that an eligible Employee is entitled to from the insurance carrier shall be sent directly to the eligible Employee from the insurance carrier and not through the Company.
- BC-B5.11 Same Sex Recognition
- The Company agrees to recognize same sex couples for the purpose of coverage through any negotiated benefit or clause.

BC-B5.12 Booklets

The Company shall within one hundred twenty (120) days of ratification produce a booklet that contains all needed forms relating to claiming on any of the insurances provided, as well as, an explanation of all pension and benefit packages.

BC-B5.13 Doctor's Note

Any Doctor's note required by the Company shall be paid in full by the Company up to a maximum of thirty-five dollars (\$35).

BC-B5.14 Drug/Alcohol Testing

There shall be no drug or alcohol testing of any Employees under this Collective Agreement, unless required by law or a separate agreement between the Union and the Company.

BC-B5.15 Benefit Booklets

The Company will provide benefit booklets and forms in electronic format.

**ARTICLE BC-B6 - LEAVE OF ABSENCE**

BC-B6.01 Bereavement Leave

(a) If a regular full-time or regular part-time Employee suffers a death in the immediate family such Employee, upon request, will be granted time off with pay not exceeding five (5) working days. If necessary, in case of members of the immediate family, funeral leave may be extended by an extra two (2) days. The extra two (2) days so granted are to be deducted from the Employee's sick leave bank. This provision does not apply if the death occurs during the Employee's paid vacation or while the Employee is on leave of absence or layoff.

Casual Employees must qualify as per the Canada Labour Code and shall be paid as per such.

(b) For the purposes of this provision, the immediate family will be restricted to father, mother, brother, sister, spouse, and child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, stepmother/father, stepbrother/sister and legal foster parents, legal foster children and grandchildren, aunts/uncles, nieces/nephews, and any relative in the Employee's domicile.

BC-B6.02 Jury or Witness Duty

When regular full-time and regular part-time Employees scheduled to work a minimum of twenty (20) hours per week, are required to serve on a jury, judicial hearing, coroners report or subpoenaed as witnesses, the Employee will be paid for the difference between the jury or court fees and the pay for work for the period for which they are required to serve on the jury. It is also understood that when Employees are appearing as a witness on Company business, they shall be paid at their regular rates of pay. If the Employee has volunteered for the above jury duty,

judicial hearing, etc., then Article BC-B6.02 shall not apply and the Employee will not be paid for the time off taken to attend these meetings, etc.

BC-B6.03 Maternity/Paternity Leave

An Employee will be granted a leave of absence from employment for the purpose of Maternity, Paternity leave and Adoption Leave as per the parental benefits in the Employment Insurance Act.

BC-B6.04 Medical Leave of Absence

An Employee who is deemed to be medically unfit to perform their regularly assigned duties will be granted a medical leave of absence. Periodic medical reviews will be conducted in conjunction with Article BC-B9.

BC-B6.05 Other Leaves of Absence

- (a) If an Employee desires a leave of absence for reasons other than those referred to in this Agreement, proper justification must be submitted in writing to the Company as soon in advance as possible. The Company agrees that no legitimate or reasonable request will be denied providing such leave of absence does not interfere with business operations.
- (b) No leave of absence except as otherwise provided within this Agreement will be granted in excess of sixty (60) days exclusive of vacation.
- (c) Extended leaves of absence above and beyond the sixty (60) days as set out in Clause 11.05 (b) shall be granted only by mutual agreement by both the Company and the Union in writing.

BC-B6.06 Compassionate Care Leave

- (a) The Company shall provide, upon written request, a leave of absence of up to eight (8) weeks in accordance with the *Canada Labour Code* provisions related to Compassionate Care Leave to allow an employee to care for a gravely ill family member.
- (b) The Company recognizes that the requirements under the *Canada Labour Code* are restrictive in terms of medical documentation. Where an employee produces medical documentation of a serious illness of a family member that meets the proper criteria and is agreed to by both the Unit Chair and the Company. The Company will grant a Compassionate Care Leave of up to eight (8) weeks to allow an employee to care for the family member.
- (c) Requests to extend Compassionate Care Leaves shall not be unreasonably denied.
- (d) At the employee's request, available sick time, vacation time and banked time may be taken to cover the duration of the Compassionate Care Leave.
- (e) Family member for the purposes of this article shall be as defined in the *Canada Labour Code* related to Compassionate Care Leave.

## ARTICLE BC-B7- SENIORITY

- BC-B7.01
- (a) The Company and the Union accept the principle of seniority in lay-offs and rehiring and agree that if Employees possess the required minimum qualifications and ability, then length of continuous service will govern.
  - (b) If and when the Company opens up a new Depot then Employees that are presently employed will be given every opportunity to fill any vacancies in the new Depot before the Company hires new Employees. This shall be done in order of Branch seniority followed by Provincial seniority and by written request.
  - (c) Employees covered by this Agreement will be allowed to exercise their seniority in the areas of job posting and reductions in the work force, provided they possess the required minimum qualifications.
  - (d) It is agreed that the minimum qualifications committee will be struck as in the Letter of Understanding and in the case of bumping and posting the Employee will have a Trial period of ten (10) working days to confirm their ability for the requirements of the job.

In the event a person is found unsuitable for a new position within the ten (10) day trial period the following will apply:

Option # 1 - The person would return to their original position wherever possible.

Option # 2 - The person will exercise their seniority at the new location as per Article BC-B8.02 (d).

- BC-B7.02 The Company will issue and post two seniority lists as follows:

Provincial Seniority List  
Depot Seniority List

These lists will be renewed every three (3) months with copies to the Chief Steward or Steward at each Depot and Local 114 office.

- BC-B7.03 Seniority Protests

Protests in regard to seniority status of an Employee must be submitted in writing to the Company and Union Representatives.

- BC-B7.04 Casuals Report

The Company shall provide to the Union, a monthly report of all casuals showing Service Centre/Depot, date of hire, classification and number of hours worked during each pay period for the previous six (6) month period.

- BC-B7.05 Loss of Seniority

An Employee shall lose his/her seniority in any of the following events:

- (a) is discharged for just cause or during the probationary period;
- (b) voluntarily leaves the employ of the Company;

- (c) fails to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail;
- (d) fails to report for work for three (3) working days without notifying the Company, except for a bona fide emergency;
- (e) is promoted and remains outside the bargaining unit for forty-five (45) calendar days or longer;
- (f) has been on lay-off for a period of six (6) months or longer;
- (g) transfers to another district or terminal within the Company but outside the bargaining unit;
- (h) holds casual status, has not worked a shift in the previous six (6) months, has not been recalled, and has been offered and directly refused at least three (3) separate shifts during a four (4) consecutive month period.

BC-B7.06 There shall be no loss of seniority for Employees on medical leave of absence, illness, Workers' Compensation, except as may be mutually agreed upon in writing between the Company and the Union.

BC-B7.07 Lower Mainland Branch

For the purpose of this Article, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one (1) Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

- (a) North - to and including Pemberton, B.C.
- (b) South - to the Canadian/United States borders
- (c) East - to and including Hope, B.C.
- (d) West - to the West Coast mainland to and including Earls Cove, BC.

BC-B7.08 Probationary Period

An Employee shall be on probation for a period of forty-five (45) calendar days from the date of hiring by the Company. It is understood that the Company may extend probation period from forty-five (45) to sixty (60) days with notice in writing to both the Steward and Employee. Such notice shall also indicate the reasons for such extension. When an Employee has completed his/her probationary period then his/her seniority date shall be established from the date of commencing work.

BC-B7.09 If at any time during this period it can be shown that the probationer is unsuitable for employment, his/her employment may be terminated by the Company. However, the Company shall be required to show that it acted reasonably in judging the probationer unsuitable for permanent employment with the Company.



BC-B7.10 Casual Trial Period

Newly hired casuals shall be subject to a probationary period of two hundred fifty-six (256) hours or six (6) months, whichever comes first. A casual who has completed this work period in a like classification and is awarded a regular full-time or part-time position as per BC-B9.01 (b) will not be required to serve a probationary period as prescribed in Article BC-B7.08.

**ARTICLE BC-B8 – LAYOFF / REDUCTIONS**

BC-B8.01 Notice and Severance

In the event of a lay-off, a regular full-time or regular part-time Employee will receive two (2) weeks notice of such layoff, or two (2) weeks pay in lieu thereof.

Severance Pay - Regular full-time and regular part-time Employees with one (1) year or more of service whose employment is terminated as a result of technological change, or Depot or Branch being closed down, shall receive two (2) weeks pay for each year of service from date of his/her hiring, based on their rate of pay on the date of termination.

Severance Pay - Two (2) weeks pay for every year of service (prorated) for any Hourly Employee permanently laid-off.

If the Employee accepts the severance pay, then he/she shall be deemed to be terminated.

Technological Change: The definition of technological change to include operational and organizational change. The provisions of the Canada Labour Code to apply.

BC-B8.02 Layoff and Bumping

The term Employee as used herein shall only apply to regular full-time Employees and regular part-time Employees.

(a) When an Employee has his/her hours of work changed such Employee shall have the right to exercise his/her seniority as per Article BC-B8.02 (d).

(b) Any Employee who is laid off or whose position is abolished shall have the right to exercise his/her seniority per Article BC-B8.02 (d).

Any Employee who's job is eliminated because the work is being transferred to a different location and there is a job posting as a result at the new location, the affected Employee will have the first opportunity at the new posting over any other applicant, provided the job functions are essentially the same at the new location and the Employee is qualified to perform any revised or new job functions.

The Employee relocating with the position is entitled to a minimum of three (3) days of paid orientation and a ten (10) working day trial period to confirm the Employee's ability for the requirements of the job.

In order to facilitate bumping and in order that an Employee exercising his/her right to bump makes an informed decision, the Company agrees to

provide the Employee with a complete seniority list with up-to-date hours worked and posted hours. In the event the seniority list is incomplete or the hours are not up-to-date, the Employee will have the right to exercise his/her seniority again.

- (c) An Employee shall forfeit his/her seniority if he/she does not notify the Company officer in charge, in writing, of his/her 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choice within five (5) working days from date of notice of displacement or abolition of his/her position, provided the employee has been fully provided with the required information unless agreed to otherwise in writing in order make an informed decision on bumping, otherwise the notice period shall start once the information has been provided. Each choice will be awarded in order of preference based on seniority.
- (d) Bumping to a full-time or part-time position is mandatory when there is a loss of hours or position(s) within a depot however severance options to be available if member can only bump to casual / part-time unassigned or another branch or depot.

An Employee who is affected by Article BC-B8.02 (a) or (b) must exercise his/her seniority to bump a junior Employee's posted position within the same Branch or elect to remain a casual within the same Depot or Branch. If no such position is available then the Employee may bump a junior Employee's posted position in another Branch within the hourly ranks.

BC-B8.03 Linehaul

- (a) In the event an hourly Linehaul Employee is laid off his/her regular posted run or bumped, said Employees shall have a first option to declare in writing to the Company, his/her desire to work casual work in his/her area. Such work shall in no way affect the said Employee's seniority date or his/her recall from lay-off except as provided by Article BC-B7.05.
- (b) An Hourly Linehaul driver who does not select this option must exercise his/her seniority within five (5) working days to a junior hourly Employee within the Linehaul Branch or may exercise their rights as per BC-B8.02 above.
- (c) An Employee who fails to declare or exercise his/her seniority within the five (5) working days shall forfeit his/her seniority and their name shall be removed from the seniority list.

BC-B8.04 An Employee returning from vacation or leave of absence (including illness, injury, Workers' Compensation, maternity leave) shall resume his/her position at his/her former Depot. Should this position be altered as outlined in Article BC-B8.02, then the rules outlined in Article BC-B8.02 shall apply.

BC-B8.05 A regular full-time or part-time Employee who is laid off for lack of work may, at his/her option, have his/her name placed first on the casual call-in list. Such declaration shall be made in writing within five (5) calendar days of actual lay-off. Regular full-time or regular part-time Employees who elect to protect casual work shall maintain and accumulate seniority and benefits. Benefits will consist of continuous Health and Welfare items, i.e. Provincial Medical and Dental for a maximum period of sixty (60) days following the month of lay-off.

BC-B8.06 Recall

When adding to the workforce of Employees covered by this Agreement, any Employees previously laid off, will be recalled on the basis of the Employee possessing the required minimum qualifications and ability to perform the job and seniority.

BC-B8.07 The Company will notify such Employees by registered mail at their last known address. If such Employees fail to report within five (5) days after notification, the standing as an Employee of any such person failing to report within five (5) days will be forfeited.

### **ARTICLE BC-B9 – JOB POSTINGS**

BC-B9.01 Job Posting and Selection Procedure

(a) When a regular full-time or regular part-time Employee vacancy occurs in the operation of a particular Depot or Branch, that vacancy will be posted, per the prescribed posting form in Appendix "B", Province wide and accessible to all Employees for four (4) working days, from Monday to Thursday and will be open for four (4) consecutive working days, starting on the first (1<sup>st</sup>) working day of the week.

All postings shall list the classification, job title(s), hours and wages.

The posting must state if the vacancy is subject to any outstanding termination grievance.

Where the Company does not have a permanent facility, the Employee shall be sent such job postings through the Company mail wherever possible. Employees desiring to apply for this vacancy must do so in writing.

(b) The selection will be on the following basis:

1. Senior Employee or Owner Operator in the District who applies in writing;
2. Senior Employee or Owner Operator in the Province who applies in writing;
3. Company's option to fill.

Successful applicants must meet the minimum qualifications as established by the Company. Any successful applicant who is crossing classifications may be required to pass a medical examination. Medical examinations will only be requested, at the reasonable discretion of the Human Resources Manager.

It is understood that the successful applicant will be required to accept any awarded position except as follows:

Successful applicants from a different Branch will have twenty-four (24) hours to accept or decline the award from the time the Company notifies them.

Persons who for bona fide reasons cannot fill the new position may only decline with the agreement of the Company and the Local Union.

The Employer will make every reasonable effort to ensure that posting awards are implemented within:

1. ten (10) working days of the closing of the posting if the applicant is from the same Branch; or,
2. thirty (30) working days of the closing of the posting if the applicant is from a different Branch.

The successful applicant shall make every reasonable effort to occupy the new position within the time frames outlined above. Failure on the part of the Employee to comply with this provision will require the Employee forfeit the position.

(c) The Company shall, at the time of posting and awarding, number such and provide the Chief Steward and Local Union with a copy of all posted vacancies.

(d) It is understood that when a vacancy occurs in the work force and there are Employees on layoff who possess the minimum qualifications the procedure is as follows:

1. post the vacancy as per the posting procedure;
2. eventually a vacancy or opening will exist for the senior person on layoff, with the minimum qualifications to be recalled into the position;
3. if there is no one qualified, the job may be filled by an outside hire;
4. recall is by Depot, Branch, Province;
5. an Employee refusing a recall in their classification at their Depot or Branch is deemed to have quit.

BC-B9.02 Reposting Part-time positions

Any part-time position of four (4) hours or more that is increased in scheduled work hours in any amount in excess of the original job posting will be subject to the job posting procedure, for the purposes of job bidding.

BC-B9.03 The Local Union office, Chief Steward and the successful applicant who has been awarded the posted vacancy/new position will all receive a letter stating such awarding. See Appendix "B".

BC-B9.04 Employees who bid and are awarded a position shall not be allowed to bid on another job position for a period of two (2) months, except in a forced situation, then the two (2) month provision will not apply.

BC-B9.05 The Employer will make every reasonable effort to ensure that postings awarded shall be occupied by the successful applicant within ten (10) working days. (Unless the successful applicant is on a temporary vacancy)

BC-B9.06 Driving Postings

- (a) Posting for a new non driving position would only apply to the filling of the original vacancy and the next vacancy thus created. The resulting third (3<sup>rd</sup>) vacancy may be filled by the Company.
- (b) When a newly created driving position occurs in the operation of a particular Branch, then said position shall be posted as Hourly or Dependent Contractor, at the Company's option, for five (5) calendar days.
- (c) Should it be posted as a Dependent Contractor position then bidding on said position shall come under and comply with the provisions as provided under Schedule "A" Fees Article 1(b) of the Dependent Contractor Business Agreement.
- (d) In the event no Dependent Contractor or Hourly Employee applies, then the Company may hire from outside.
- (e) Article BC-B9.01 (a) will not apply to Article BC-B9.06 (b).
- (f) Should an Hourly paid Employee secure a Dependent Contractor route, then the Hourly vacated route shall follow the procedure as set out in BC-B9.01 (a).
- (g) It is further understood that that the Company's position is that all hourly rated Driver positions shall be flexible, in accordance with the operational needs of the Company and the service levels to our customers. It is also understood that seniority will be respected in the application of this clause.

BC-B9.07 Employees going on vacation or leave of absence may pre apply for any position in the event they are posted while the Employee(s) is absent. If the position pre-applied for has had hours reduced or changed during absence, then such Employee(s) may invoke Article BC-B8.02 (e). Refer to Appendix for the pre-application form.

BC-B9.08 Casuals

1. Final Seniority will be established once a casual has worked two hundred and fifty-six (256) hours:
  - (a) Casuals will accrue a seniority date based on their hire date, but may still be let go prior to completing two hundred and fifty-six (256) hours or six (6) months, probation whichever comes first.
2. The accrual of seniority will be for the purposes of establishing the casual's right of first refusal to regular positions and daily call in or scheduled work that become available, provided the casual Employee has the required minimum qualifications in that classification.
3. Casuals will be available to the Owner Operators. The use of a casual must first be approved by his/her Supervisor, and the expenses regarding the use of the casual will be borne by the Owner Operator.

4. (Once a casual has completed two hundred fifty-six (256) hours of work the Company shall reimburse the casual the price of safety footwear as per Article BC2.05.
5. Casuals (and casual office clerks) shall be required to come under and conform with the provisions of Article 1.04, 1.15 and 1.06.
6. All casuals are required to be available for on call and scheduled work when needed, casuals who regularly make themselves unavailable will be subject to the disciplinary procedure.

BC-B9.09 Casual and Part-time Work

- (a) Casuals shall be employed to relieve in work that cannot be made part of an existing position. However, part-time Employees shall be given every opportunity for first refusal.

Without limiting the foregoing, the Company may call casual Employees to perform the following work, providing no Employees are available for said work:

1. Vacation relief;
2. Sick leave relief (WCB, Weekly Indemnity);
3. Leave of Absence (Education, Maternity, Compassionate);
4. Work that cannot be made part of an existing position.

- (b) Except as providing in Article BC-B9.09 (a), work shall be posted and awarded as a regular part-time or full-time position when any of the following applies:

1. the work has, after the fact, resulted in an average of twenty (20) hours per week for the previous forty-five (45) calendar days, or
2. the work will involve a minimum of twenty (20) hours per week on a continuing basis for the next forty-five (45) calendar days.

- (c) In the event a casual is working for an Employee who is on WCB, Weekly Indemnity or medical leave and who will not be returning to his/her employment, then said work shall be posted as per Article BC-B9.01 (a). After this procedure has been completed, the Company then may use their option.

BC-B9.10 Transfers shall not be permitted

BC-B9.11 Temporary Vacancies

A Temporary Vacancy is defined as a vacancy expected to be in excess of ten (10) working days as follows:

- (a) WCB, illness or disability expected to be in excess of ten (10) working days
- (b) Approved leaves of absence in excess of ten (10) working days

- (c) Maternity or Paternity Leave
- (d) Vacation (this does not preclude posting a temporary vacation relief position for up to four (4) months in duration)

Temporary Vacancies will be posted first in the Depot and then the Branch in which they occur, if the work is needed. Temporary vacancies lasting in excess of three (3) months shall be re-posted every three (3) months. Temporary vacancies will be posted in the Depot or Branch as soon as the Company is aware the vacancy will exceed ten (10) working days. The temporary vacancy posting will be for three (3) days in the Depot or Branch. The successful applicant will be assigned no later than the fifth (5<sup>th</sup>) day.

BC-B9.12 Selection Procedure for Temporary Vacancies

- (a) The basis for selection in the temporary vacancy is in the following order:
  1. the senior Employee in the Depot
  2. the senior Employee in the Branch

The resultant vacancy will be filled by the senior Employee, who applied in the Depot. The third (3<sup>rd</sup>) and subsequent vacancy will be filled at the Company's discretion.

- (b) Employees filling the temporary vacancies must complete the temporary vacancy before returning to their original position, or before accepting a further temporary vacancy, unless mutually agreed by the Branch Manager or Designate, the Employee and shop steward.
- (c) Employees filling a temporary vacancy may apply for a regular position at any time of the temporary vacancy.
- (d) It is understandable that the Employee will be required to perform the requirements of the job after a reasonable period of time.

BC-B9.13 Maximization of Hours

While the Company is entitled to post shifts of various lengths as provided for in this Collective Agreement, the Company first will post a maximum number of eight (8) hour shifts when and where possible.

The Company and the Union Designates at a Depot shall meet monthly to review all hours and to determine future postings or existing postings.

The Company must also maximize shifts of less than eight (8) hours in length by combining all available hours to build shifts as close to eight (8) hours as possible. This shall include casual hours.

## **ARTICLE BC-B10 - MEDICAL EXAMINATIONS**

### **BC-B10.01 Return to Work Process**

The parties recognize the importance of providing Employees every reasonable opportunity to return to work at the earliest possible date from absence due to illness or injury. The parties also agree that early intervention is a necessary ingredient in a successful rehabilitation program. Should an Employee request, or should the Company offer, a modified work program or a light duties program or a medical accommodation due to disability, or where an Employee is returning to work from an absence due to injury or illness the Company may require a medical report verifying the medical condition, suitability for work, prognosis and/or the limitations of the Employee.

In applying this Article, it is the expectation of the parties that the Employee will:

- (a) seek medical attention immediately after sustaining an injury or illness which may prevent the Employee from attending at work (the Employee has the right to see his/her personal physician if available);
- (b) authorize the attending physician to immediately release to the Company whatever information relating to the injury or illness is necessary to allow the Company to make modified work or light duties available (such information to be released only to the Company Representative(s) responsible for disability management);
- (c) co-operate with the Company's return to work program, subject to WCB guidelines.

In applying this Article, the Company agrees that a medical report will only be sought from a Physician unless approval is granted by either the Employee or the Employee's attending Physician.

### **BC-B10.02 Medical Examination**

In the absence of a medical report from the Employee's Doctor or at the reasonable discretion of the Company's Human Resources Department the Company may require an independent medical assessment be performed by a Physician to verify or provide the required medical assessment in Article BC-B10.01.

**BC-B10.03** Any reports or medical assessments required by the Company under Article BC-B10.02 will be paid for by the Company.

### **BC-B10.04 Medical Examination Conditions**

When a medical examination is required, in accordance with Article BC-B10.02, the following conditions shall apply:

- (a) If an Employee takes a medical examination during his normal working hours, he or she shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and shall have all travel costs covered by the Company.



- (b) In addition to the above procedure on medical examinations, the Company agrees that where any Employee who drives a motor vehicle in the course of employment coming under Sections 1 to 5 of the Motor Vehicle Classification Licenses, is required by any agency, insurance of other appropriate agency, to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 to operate a vehicle equipped with air brakes, the Company hereunder shall, where same is not paid for by any part of the Welfare Plan under which the Employee is covered, pay for such medical examinations.

BC-B10.05 If following a medical examination in accordance with BC-B10.02 any Employee is deemed incapable of carrying out his/her regularly assigned duties, the following procedures shall be followed:

- (a) The Parties will make every effort possible to locate a suitable position for an Employee deemed physically incapable of performing his/her regularly assigned duties. Should an Employee be reclassified as a result, he/she will be paid at the then existing rate of his/her new classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties. An Employee placed on a job because of a disability will have their status reviewed at least annually jointly by both parties. For the purposes of Article BC-B10.05 (a), the parties shall be the Local President, National Representative, or Designate and the Manager, Human Resources, District Manager or Designate.
- (b) In the event that no position can be identified to accommodate the Employee, he/she will be placed on a medical leave of absence without pay. The Company agrees that an Employee who cannot be accommodated shall have the right at the Employee's option to pursue severance pay pursuant to Article BC-B8.01 of the Collective Agreement.
- (c) When an Employee is cleared medically for light duty, and there is nothing suitable for the Employee, the Employee will be entitled to remain on Weekly Indemnity, as per the time limits of the benefits contract.

Additionally, when an Employee tries light duty and it is deemed unsuitable, he/she may return to the Weekly Indemnity with no impact on the plan.

BC-B10.06 If the medical clearance pertains to an Employee in a WCB claim, the prevailing Board policy and practice on vocational rehabilitation shall govern. If the rehabilitation program is unsuccessful or gives use to any dispute the appeal procedure under the Workers' Compensation Act will prevail.

BC-B10.07 The Company shall provide every Highway Driver (Linehaul) with a medical once per calendar year which at the option of the Employee may be conducted by his/her own personal Licensed Medical Practitioner.

BC-B10.08 All personal medical information required or provided pursuant to this Article shall be treated by the Company in strictest confidence. Any insurance carrier or other third party shall be required by the Company to maintain the same standard of confidentiality.

## **ARTICLE BC-B11 – TRAINING**

BC-B11.01 The Company may, from time to time, provide Employees with a training program outside scheduled hours. On such occasion, attendance is compulsory (in other words, as if scheduled). The Company will provide two (2) weeks' notice. Any training hours or mandatory meetings that cause the Employee's hours of work to exceed eight (8) hours in a day or forty (40) hours in a week, he/she will be paid at one and a half (1 ½) times the Employee's regular hourly rate of pay. However, training on an Employee's day off shall be avoided. In the event training sessions or meetings are required on a day off, the Employee shall be paid no less than four (4) hours.

BC-B11.02 In the event the Company proposes the introduction of equipment in its operations requiring specialized training, the Company agrees to give first opportunity to Employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment provided the Employee qualifies with the requirements. Training required by the Company shall be paid for by the Company.

Recognizing that the more Employees trained for various jobs at each Depot is beneficial to both the Company and the Employees, the Company agrees to provide training opportunities, as the work allows on the basis of seniority for Employees who express interest in being trained for certain jobs.

The Union agrees to the principle that employees will be provided two (2) opportunities to pass an applicable test after sufficient training in the same area to be successful, however, before a prohibition applies, the Company shall reach a mutual agreement with the Union on how to handle the situation.

- BC-B11.03
- (a) As required by the Company, the Company shall pay tuition fees for an accredited defensive driving course and/or industrial first aid course taken and successfully completed by the Employee.
  - (b) Should the Employee leave the employ of the Company within ninety (90) days of completion of the course, the Company shall recover the tuition fees from the Employee.

## **ARTICLE BC-B12 - CLASSIFICATION AND WAGES**

BC-B12.01 Regular Full-Time Hourly Employees - Any posted Hourly Employees regularly scheduled to work forty (40) hours per week at eight (8) hours of work on each day of their regularly work period or Employees who work ten (10) hours per day for a short week schedule, forty (40) hours per week, and who are available, shall be considered full-time Hourly Employees and will be paid forty (40) hours at the basic rate established for their respective classification.

BC-B12.02 Regular Part-Time Hourly Employees: Scheduled posted Part-Time hourly Employees shall be guaranteed a minimum of twenty (20) hours per week or a minimum of four (4) hours per day.

<b>April 1 2013 to March 31 2016</b>	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
<b>Customer Service Representative</b>	\$13.73	\$14.65	\$15.56	\$16.48	\$17.39	\$18.31
<b>Clerk (non customer-servicing roles)</b>	\$13.73	\$14.65	\$15.56	\$16.48	\$17.39	\$18.31
<b>Small Depot Clerk*</b>	\$14.55	\$15.52	\$16.49	\$17.46	\$18.43	\$19.40
<b>Int'l Service Clerk</b>	\$16.24	\$17.32	\$18.40	\$19.49	\$20.57	\$21.65
<b>Yard Shunter</b>	\$17.48	\$18.65	\$19.81	\$20.98	\$22.14	\$23.31
<b>Customer Counter Specialist/Warehouseperson</b>	\$16.24	\$17.32	\$18.40	\$19.49	\$20.57	\$21.65
<b>Warehouse Person</b>	\$16.24	\$17.32	\$18.40	\$19.49	\$20.57	\$21.65
<b>Regular Driver</b>	\$17.48	\$18.65	\$19.81	\$20.98	\$22.14	\$23.31
<b>Regular Relief Driver</b>	\$17.91	\$19.10	\$20.30	\$21.49	\$22.69	\$23.88
<b>Highway Relief Driver</b>						
<b>Regular Highway Driver</b>	\$18.20	\$19.42	\$20.63	\$21.84	\$23.06	\$24.27

<b>April 1 2016</b>	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
<b>Customer Service Representative</b>	\$14.08	\$15.01	\$15.95	\$16.89	\$17.83	\$18.77
<b>Clerk (non customer-servicing roles)</b>	\$14.08	\$15.01	\$15.95	\$16.89	\$17.83	\$18.77
<b>Small Depot Clerk*</b>	\$14.91	\$15.91	\$16.90	\$17.90	\$18.89	\$19.89
<b>Int'l Service Clerk</b>	\$16.64	\$17.75	\$18.86	\$19.97	\$21.08	\$22.19
<b>Yard Shunter</b>	\$17.92	\$19.11	\$20.31	\$21.50	\$22.70	\$23.89
<b>Customer Counter Specialist/Warehouseperson</b>	\$16.64	\$17.75	\$18.86	\$19.97	\$21.08	\$22.19
<b>Warehouse Person</b>	\$16.64	\$17.75	\$18.86	\$19.97	\$21.08	\$22.19
<b>Regular Driver</b>	\$17.92	\$19.11	\$20.31	\$21.50	\$22.70	\$23.89
<b>Regular Relief Driver</b>	\$18.36	\$19.58	\$20.81	\$22.03	\$23.25	\$24.48
<b>Highway Relief Driver</b>						
<b>Regular Highway Driver</b>	\$18.66	\$19.90	\$21.15	\$22.39	\$23.63	\$24.88

\*\* Small Depot Clerk is applicable only to the following specific locations:

Prince Rupert  
Dawson Creek  
Castlegar  
Courtenay

Fort St. John  
Vernon  
Cranbrook  
Salmon Arm

Terrace  
Penticton  
Duncan

- (a) It is agreed that in addition to clerks hourly rate, a per waybill of one-half (½) cent will be paid for all completed waybills processed on a daily basis by each individual clerk performing the data entry function. The per waybill rate is paid only for actual waybills processed and does not apply to overtime, statutory holidays, vacations, sick days or other like pay.
- (b) Regular Relief Driver rate shall be set at fifty (.50) cents per hour higher than the highest rated Regular Driver.

- (c) Lead Hand rate shall be set at seventy-five (.75) cents per hour above the regular rated person.
- (d) The Dangerous Goods Warehouseperson rate is applicable to employees who prepare dangerous goods for transport. These DG specialists will receive appropriate training. This rate shall be set at thirty-five cents (\$0.35) per hour above the regular-rated warehouseperson rate for time spent preparing dangerous goods, with a two (2) hour minimum.
- (e) Clerical rates are based on an Employee working seven and a half (7 ½) hours per day, thirty seven and one half (37 ½) hours per week.
- (f) It is understood that all clerks will retain their current job responsibilities and when jobs are posted they will be posted with the following specific titles: Clerk (basic), Billing Clerk, Reception/Switchboard, Clerk Typist, General Clerk (Utility), Senior Billing Clerk, Phone Clerk, Collection Clerk, Tracing Clerk, Route Data Entry Clerk, and Senior Admin Clerk.
- (g) An Hourly paid Employee who holds a Class 3 license and is required to have such license for his/her route will be paid a premium of twenty-five (.25) cents per hour on all hours worked within the drivers same classification. This premium does not apply to those Employees compensated on a mileage rate basis, or who are Hourly paid Highway drivers or Linehaul drivers.
- (h) Linehaul Hourly - The principle of five (5) years is agreed to on the condition that the understanding is the starting rate of a Linehaul Hourly Employee is based on five (5) years experience.

BC-B12.03 Night Shift Premium (effective date of ratification)

Employees paid on an hourly wage rate basis will be paid seventy-five (\$0.75) cents per hour premium as listed below on all hours worked between midnight and 6:00 a.m. This premium is excluded from any overtime computation. This premium does not apply to those Employees compensated on a mileage rate basis.

BC-B12.04 Vehicle Classification and Mileage Rate Schedule

- (a) Drivers on courier or freight runs operating one hundred and fifty (150) miles in one direction from their home base or runs compiling a total of three hundred (300) miles per day with a maximum of pick-up and delivery time not exceeding one and a half (1 ½) hours per day, will be compensated in accordance with the following Vehicle Classification and Mileage rate schedule.
- (b) Vehicle Classification - G.V.W. (1 mile = 1.6093 km)

Over	Not Over	Mileage Rate			
		4/1/2013	4/1/2014	4/1/2015	4/1/2016
<b>5,000</b>	<b>17,000 lbs</b>	\$0.42820	\$0.42820	\$0.42820	\$0.43891
<b>17,000</b>	<b>24,000 lbs</b>	\$0.56280	\$0.56280	\$0.56280	\$0.57687
<b>24,000</b>	<b>60,000 lbs</b>	\$0.62290	\$0.62290	\$0.62290	\$0.63847
<b>60,000</b>	<b>80,000 lbs</b>	\$0.65480	\$0.65480	\$0.65480	\$0.67117
<b>Train rate</b>		\$0.66750	\$0.66750	\$0.66750	\$0.68419

BC-B12.05 Other Payments

- (a) Highway Relief Driver classification to be paid applicable rate for work performed. Highway Relief Driver has no guarantee of hours or miles however will receive part-time status for the purposes of seniority and benefits.
- (b) Employees scheduled on out-of-town routes and who work split shifts of more than two (2) hours and who cannot return to the Depot, shall be paid seven dollars (\$7.00) per hour to a maximum of eight (8) hours in any one twenty-four (24) hour period.
- (c) On out-of-town routes requiring a layover period between the hours of 21:00 hours and 06:00 hours and extending beyond three (3) hours including the lunch period, the Company will provide suitable lodging. During the period of layover, the Employee is relieved of all responsibility for the vehicle and cargo and is free to come and go as he/she desires. The Employee is in no way regarded to be on duty or working shifts during such layover.
- (d) When an Employee meets with personal injury while on duty which prevents him from completing his/her shift, trip or tour, the Employee will be compensated for the full shift of that day and emergency hospital fees, if any.
- (e) The Company will provide appropriate transportation home, if required, to an Employee who is injured or becomes ill while away from his/her home terminal.
- (f) Driving of a tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

BC-B12.06 Payroll

- (a) All Employees will be paid by direct deposit.
- (b) If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to one (1) day's pay (8 hours or 7 ½ hours) or normal daily hours or more, he/she shall be entitled, on request, to receive same as soon as practical but not later than three (3) working days after the error was reported, and if the Employee is overpaid then he/she shall return said cheque or the overpaid amount within three (3) working days.

BC-B12.07 New Issues

Where new categories of employment for which rates of pay are not established by this Agreement are put into use, 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 Article 4.

BC-B12.08 Negotiations

The Company agrees that all future meetings concerning contract negotiations shall be conducted during the regular working hours and the Employees shall not suffer any loss of pay as a result of such meetings.

BC-B12.09 IATA

All IATA code requirements on paperwork or parcels shall be performed by Hourly Employees.

BC-B12.10 Time Clock – It is against Company policy for an Hourly Employee to punch in earlier than six (6) minutes before an Employee's start time and no later than six (6) minutes after the Employee's end time unless authorized by Management.

**ARTICLE BC-B13 - MAINTENANCE OF EQUIPMENT**

BC-B13.01 It is to the mutual advantage of both the Company and the Employee that Employees shall not operate vehicles which are not in a safe operating condition.

BC-B13.02 The Company will not require Employees to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

The Company shall not dismiss, suspend, lay off or demote an Employee, impose a financial or other penalty on an Employee, or refuse to pay an Employee remuneration in respect of any period that the Employee would, but for the exercise of the Employee's rights under Part 2 of the Canada Labour Code (C.L.C.), have worked, or take any disciplinary action against or threaten to take any such action against an Employee because the Employee:

- (a) has testified or is about to testify in any proceeding taken or an inquiry held under Part 2 of the C.L.C;
- (b) has provided information to a person engaged in the performance of duties under Part 2 of the C.L.C regarding the conditions of work affecting the health or safety of the Employee or of any other Employee of the employer; or
- (c) has acted in accordance with Part 2 of the C.L.C or has sought the enforcement of any of the provisions of Part 2 of the C.L.C.

An Employer may, after all the investigations and appeals have been exhausted by the Employee who has exercised rights under sections 128 and 129, Part 2 of the

C.L.C, take disciplinary action against the Employee who the Employer can demonstrate has wilfully abused those rights.

- BC-B13.03 It shall be the duty of the Employee to report in writing on the appropriate forms of the Company promptly but not later than the end of their shift, trip or tour, all safety and/or mechanical defects that they have noticed on the equipment which they have operated during that shift, trip or tour. One copy of the aforesaid report is to remain in the equipment, one (1) copy with the Employee, one (1) copy to the Supervisor and one (1) copy to the maintenance shop.
- BC-B13.04 It shall be the obligation of the Company to direct the repair, as necessary, to conform with the safe and efficient operation of that equipment. In the event the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.
- BC-B13.05 In order to provide adequate vision front and rear, Linehaul trucks and tractors will be equipped with heater, heated defrosters and heated mirrors. Said mirrors to be of a size not less than six inches by twelve inches (6" x 12") or the equivalent.
- BC-B13.06 All Linehaul power shall have chains and pin hooks plus a compartment for storing tools in a safe location on that equipment.
- BC-B13.07 The Company will use due diligence in seeing that equipment is kept clean and the Employees will likewise do their share towards achieving cleanliness of the equipment.
- BC-B13.08 Window cleaning material (i.e. cleaner, paper towels, etc) shall be provided upon request to each Line Driver.
- BC-B13.09 Automobile plug-ins wherever installed shall be available for all Employees outside the Lower Mainland and Vancouver Island.
- BC-B13.10 All Company provided communications; scanning or other equipment shall be maintained by the Company.

#### **ARTICLE BC-B14 - GENERAL - HIGHWAY DRIVERS**

- BC-B14.01 Job Posting Provisions
- (a) The Company and the Highway Drivers accept the principle of seniority on lay-offs and rehiring, and agree that if Employees possess the required qualifications and ability, then length of service will govern, in the Linehaul Branch.
- (b) In the event a new additional Linehaul route is established the Linehaul Owner Operator shall be given first preference on the job posting except in the application of 1.26(a) where the incumbent Employee shall have first preference.
- (c) Notice of vacancies for Highway Drivers will be posted in all Branches.
- BC-B14.02 Suitable accommodation for lay over will be supplied and paid for by the Company.

- BC-B14.03 Highway Drivers will be paid their regular hourly rate while performing any duty other than driving.
- BC-B14.04 All payroll data for Highway Drivers to be provided with pay cheque.
- BC-B14.05 Lockers
- (a) Highway Drivers will be supplied with individual lockers at their terminals home and away from home.
  - (b) The Company shall, wherever possible, provide at each of its terminals one permanent parking space on Company premises for each Line Driver working out of that terminal.
- BC-B14.06 Highway Drivers dispatch time will be set by the Company at least seven (7) days prior to dispatch.
- BC-B14.07 Highway Drivers shall be permitted to take a one (1) hour meal break during their shift, trip, or tour.
- BC-B14.08 Sick Leave
- Highway Drivers will receive their regular day's pay on all calculation for sick leave. One day's regular pay for sick leave = regular earning of previous four (4) weeks divided by weeks divided by five (5) days. Where mutually agreed upon in writing by the local Company Officer and Shop Steward of the Union, the following formula may be used- One day's regular pay for sick leave = Regular earnings of the previous month divided by actual number of days worked.
- BC-B14.09 Should Highway Drivers wish to assist in the loading sequence they may do so, however, at Regent Street Highway Drivers may only direct the loading.
- BC-B14.10 The Company will supply each Highway Driver with five (5) summer shirts, five (5) winter shirts, one (1) summer jacket, five (5) uniform slacks and one (1) winter coat.
- BC-B14.11 Cab partitions for Highway Drivers' vans where required (canvas used to separate cab of van from freight space).
- BC-B14.12 Radiator covers for all highway vehicles shall be provided where necessary (Interior/Northern Vancouver Island).
- BC-B14.13 Any minor changes to existing Linehaul runs (i.e. shortening, extending of hours of work, etc.) will not open said run for bidding. In the event of major changes to an existing run, the Highway Driver currently on said run shall have first refusal if the run is put up for bid.
- BC-B14.14 When a Statutory Holiday falls on a Highway Drivers regular day off, the rate of pay for such Statutory Holidays shall be at the Highway Driver's regular daily rate of pay. Highway Drivers working under a long day/short work week agreement shall receive the Highway Drivers regular daily rate of pay for such Statutory Holidays that fall on their regular days off.
- BC-B14.15 Seniority list to be posted every three (3) months showing length of Company seniority for the Linehaul Branch.



BC-B14.16 The following Articles to be excluded from application to Linehaul Employees:  
Articles BC-B2.04, BC-B2.05, BC-B4.04

BC-B14.17 Company to comply with section 35 BC MVAR.

The Company acknowledges the need and fully supports a securement initiative throughout the network. A national program is currently underway which will be mandatory for all Loomis Express (Canada) Ltd. locations. Zero deviation will be tolerated by the Company.

### **ARTICLE BC-B15 - JOB DESCRIPTIONS**

BC-B15.01 Job descriptions for all office classifications shall be formulated and included by Memorandum of Agreement into this Collective Agreement by way of addition to Article B16 - Definitions.

### **ARTICLE BC-B16 - DEFINITIONS**

BC-B16.01 Lead Hand

The Company may appoint a regularly scheduled Employee as Lead Hand. The Company may remove the designation at any time or the Employee may relinquish at any time. If a situation occurs where there is no one qualified to be a Lead Hand or no Employee wants to be a Lead Hand, the Company and the Union agree to meet, discuss and attempt to come to a resolution.

The Lead Hand is a regularly-scheduled Employee who technically directs and coordinates the work of Employees under the direction of his/her Supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss, discipline, or memo Employees.

BC-B16.02 Relief Driver

A posted employee who is assigned to various routes as required & may also be used as coverage for sick call-ins up to ten (10) days off, or emergency coverage.

Relief drivers are not to be used for known time off that would normally go to temporary vacancy as set out in Article BC-B9.10. Any part time relief driver who has his or her posted hours increased by any amount of time will have his or her shift reposted or have the time posted on the temporary posting as per Article BC-B9.02.

BC-B16.03 Like Classification

Similar position having the same pay scale.

BC-B16.04 Seniority: Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis except as may be provided for in this Agreement. Seniority shall be applied in determining preference for promotions, demotions, lay-offs, recall and as set out in other provisions of this Agreement.

BC-B16.05 For definition purposes, a word "trip" will be used when referring to single person operation. A single person trip is considered from point of dispatch to point of rest, lay-over or book off.

- BC-B16.06 Position: The assignment held by an Employee which in the case of Regular Drivers includes the regular route that an Employee normally works. All Employees are required to work their posted position unless otherwise allowed by this Agreement.
- BC-B16.07 The term Employee shall mean all Employees as covered under the terms of the Collective Agreement.
- BC-B16.08 New route or job is deemed to be defined as adding to the scheduled work force.
- BC-B16.09 The term regular full-time Employee shall refer to an Employee who is in a posted job at forty (40) hours per week and in the clerical classification works thirty-seven and one-half (37 ½ ) hours or more per week. This definition does not change the application of Article BC-B1.01 – Work Day, Work Week, and Overtime.
- BC-B16.10 The term regular part-time Employee shall refer to an Employee who is in a posted job and works less than forty (40) hours per week and in the clerical classification works less than thirty-seven and one-half (37 ½ ) hours per week. This definition does not change the application of Article BC-B1.01 – Work Day, Work Week, and Overtime.
- BC-B16.11 The term casual Employee shall refer to an Employee that is not in a posted job.
- BC-B16.12 The term Highway Hourly Driver shall refer to an Employee who drives highway vehicles and is paid hourly or mileage.
- BC-B16.13 Lower Mainland

For the purpose of this Agreement, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

- (a) North - to and including Pemberton, B.C.
- (b) South - to the Canadian/United States borders
- (c) East - to and including Hope, B.C.
- (d) West - to the West Coast mainland to and including Earls Cove, BC.

BC-B16.14 Electronic Monitoring

- (a) The primary purpose of monitoring is to support the processes of Employee coaching, training and development, and security. The Company will utilize monitoring equipment to measure individual Employee performance as part of a regular performance monitoring program. Although it is not the intent, it is possible that the findings of the monitoring activity may result in discipline.

Call Centre Employees will have the option to tape calls for their own protection, if and when the Company introduces technology with that capability.

- (b) Where electronic monitoring is being utilized, the following notice will be posted on a signage of suitable size in all work places covered by the Collective Agreement:

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

It is understood that such equipment will not be installed in areas where Employees are entitled to expect privacy, such as washrooms, lunchrooms (with the exception of locations where the lunchrooms are also an entrance or exit way), and locker rooms.

- (c) The Company agrees to continue the practice of allowing Call Centre Employees reasonable access to the telephone for personal use. In the event a Call Centre Employee requires extra time for a personal call with prior permission, the Company agrees that these personal calls will not be monitored except for length of time.

PROOF

**LETTER OF UNDERSTANDING # BC-B1**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as "the Company")**

**AND**

**UNIFOR  
(UNIFOR - CANADA)  
(Hereinafter referred to as "the Union")**

**Re: Spareboards**

The Parties have agreed to the principle of a spareboard with the following procedures for all hourly paid Employees to bid on hours made available when other hourly paid Employees take scheduled leave as defined in the document herein.

- 1) All hours that become available as a result of a posted part-time or full-time Employee being away for any of the following reasons:
  - Weekly Indemnity
  - WCB
  - Maternity or Parental leave
  - Vacation
  - Approved Leave of Absences
  - Temporarily vacant Owner Operator routes
- 2) The hours that are available for bidding on the spareboard shall be the same scheduled hours and days as their posted position. The exception to this procedure will be hours in which the Company does not require the hours for the period as a result of business requirements.
- 3)
  - (a) An Employee shall select the hours available on the spareboard on the basis of seniority where the most senior Employee shall bid on the available hours first and the next senior Employee shall select next and so on until all the available hours are claimed.
  - (b) The process for spareboards is as follows:
    - (i) Seven (7) working days prior to scheduled two (2) week period all hours identified under 1) above will be put on the spareboard.
    - (ii) The responsibility to manage the spareboard will be shared by a Company coordinator and Union appointed Lead Hand or Designate.
    - (iii) The spareboard will be posted on Thursday at 2 pm for Employees to make their intentions known in writing (Spareboard Response Sheet – Addendum #1) to the Company Coordinator or Union appointed Lead Hand/Designate as to which hours and positions they wish to be considered for during the two (2) week period. They must make their intentions known in writing to the

Company coordinator or Union appointed Lead Hand/Designate from Thursday 2 pm to Friday midnight. Employees must accept the complete posted block.

- (iv) Any requests received after this deadline will not be considered.
  - (v) The Company coordinator and Union appointed Lead Hand/Designate will assign the Employees from the list as outlined in (ii) to the available hours according to seniority.
  - (vi) Jobs that result from this process (i.e. Backfill positions) will be filled from Employees listed on the list from b) above, in order of seniority.
  - (vii) Any Employee who wishes to be considered for any position as a result of the backfill, needs to make their intentions known in writing to the Company coordinator or Union appointed Lead Hand/Designate.
  - (viii) Any jobs that remain will be assigned to the Employees remaining on the list as outlined in (ii) above or if no Employee remains on the list the Company would then fill the remaining hours from Part-time and/or casual Employees. [subject to 5:03(b) of the Collective Agreement].
  - (ix) The completed spareboard would be posted on the Thursday prior to the commencement of the two (2) week period described in #5 of this LOU.
  - (x) The Employee has the right to refuse before the final posting of the spareboard however, if an Employee refuses a posting, the Employee will not come back into the process until the next two (2) week sign-up.
- 4) An Employee claiming available hours shall be qualified for the work available, meeting the minimum job qualifications as established by LOU #11.
- 5) The spareboard is designed to cover a two (2) week period. The spareboard two (2) week period will coincide with the pay period. (Addendum #2).
- 6) All Employees in a warehouse or driving classification shall have the right to claim an available block on the spareboard based on seniority. If an Employee's hours are made available as a result of the Employee exercising their right to bid on a block as herein provided those hours shall also be made available as in 3 b).
- 7) a) In the event a regular part-time or full-time Employee's exercising their right as herein provided shall be required to work a minimum of twenty (20) hours per week, provided the required number of hours are available, to maintain employment.
- b) It is understood, that casuals cannot use accumulated hours gained from the spareboard to change classification (i.e. move from casual status to part-time or full-time status).
- 8) Each block of available hours on the spareboard shall be identified with the classification, hours of work, (as described in #2 above), the reason the Employee is off, and the anticipated length of time the Employee is scheduled to be off.
- 9) In the event an Employee on a scheduled leave returns sooner than expected, the Employee who has bid on and is working the hours made available, shall return to the Employee's

previous position and, if applicable, the Employee who has taken the hours made available from the first bidding (back-fill) shall return to their previous position and so on.

- 10) a) At no time shall an Employee be permitted to bid on a block of available hours that will at any time put the Employee bidding into a situation where overtime is payable.
- b) If any Employee posts into the spareboard for additional hours, Article 5:04 shall not apply.
- 11) The spareboard shall be posted in a conspicuous place in the warehouse or lunchroom by 2:00 pm Thursday, seven (7) working days before the first week the spreadsheet is to commence.
- 12) The spareboard is driven by seniority. To determine seniority at the date of ratification of this agreement, all casual Employees will be provided the same seniority date and will be ranked according to the number of hours they have worked prior to ratification. The Loomis Express (Canada) Ltd. International Employees who have transferred into the bargaining unit have their seniority date determined under the previously negotiated Agreement dated March 27, 2003.
- 13) The spareboard is not applicable to Owner Operators.
- 14) A full-time/part-time posted Employee cannot post to the spareboard for an identical position.
- 15) It is understood that any unresolved issues from this process must be resolved between the Company co-ordinator and the Union appointed Lead Hand/Designate. This process is non-grievable.
- 16) This spareboard will apply only to the Lower Mainland hub (currently Burnaby). If however, either party is not satisfied with the operation of the spareboard, the LOU will be withdrawn after ninety (90) days written notice and the previous procedure for temporary postings will be reinstated in the Collective Agreement.

## SPAREBOARD RESPONSE SHEET

Positions available:    Period from Feb 1 – Feb 14

Name: \_\_\_\_\_ Seniority: \_\_\_\_\_

Date: \_\_\_\_\_

I am requesting the following specific positions in order of preference:

- 1)
- 2)
- 3)
- 4)
- 5)

My Backfill Preferences are:

Driving AM	Yes _____	No _____
Driving PM	Yes _____	No _____
Warehouse AM	Yes _____	No _____
Warehouse PM	Yes _____	No _____
Split Shift	Yes _____	No _____
Warehouse Graveyard	Yes _____	No _____
Shipping/Receiving	Yes _____	No _____
Dangerous Goods	Yes _____	No _____
Claims/Damages	Yes _____	No _____
Any hours	Yes _____	No _____
Additional hours to shift	Yes _____	No _____
All	Yes _____	No _____

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Rec'd by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Position Accepted: Yes / No

**LETTER OF UNDERSTANDING # BC-B2**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as "the Company")**

**AND**

**UNIFOR  
(UNIFOR - CANADA)  
(Hereinafter referred to as "the Union")**

**Re: Seniority Dates**

The parties agree that for Employees hired on the same day, the most senior Employee will be decided alphabetically by last name.

Former DHL Express (Canada) Ltd. International Employees' who entered the bargaining unit through integration, will have their seniority date for purposes of bumping, lay off, bidding and posting based upon the date they entered the bargaining unit in order of their original date of hire.

In order to facilitate the seniority list with fixed dates for all Employees, as of the end of day September 17<sup>th</sup>, 2004, the casual hours lists shall be frozen and the Employees on that list will be placed in order of seniority by hours.



## LETTER OF UNDERSTANDING # BC-B3

Between

**Loomis EXPRESS (CANADA), LTD.**  
(Hereinafter referred to as “the Company”)

AND

**UNIFOR**  
(UNIFOR – CANADA)  
(Hereinafter referred to as “the Union”)

**Re: Clerical Dress Code**

The parties discussed Dress Codes at Loomis extensively in this round of bargaining. It is understood that the following Dress Code will be in effect for all non-uniform clerical staff for the duration of this Agreement as per the following:

Guide to dress code for non uniform Clerical staff

Grooming and dress are a reflective of Loomis Express (Canada), Ltd. high standards of quality, safety and professionalism. All employees are expected to maintain a good personal hygiene and to convey a positive image of Loomis. The dress code for the hourly clerical staff is Working Casual. This means clothing that is comfortable, yet communicates a professional attitude. Working Casual does not mean sloppy. Clothing should be clean, pressed or wrinkle free, and without holes or frayed areas. Below are guidelines to the dress code.

Still acceptable:

- Runners – provided that they are appropriate for the workplace, clean, not torn, tattered or frayed and don't have any inappropriate logos or design.
- Flip Flops – as majority of Women's dress shoes are now flip flops, they will now be accepted. Still not accepted are coloured plastic ones or athletic, beach type flip flops.
- Hats and Head Covering - Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

The following items are deemed NOT acceptable as workday attire:

### BOTTOMS

- Jogging or sweat pants
- Jogging shorts, short shorts or fringed shorts
- Fitness attire (this includes anything that you would consider wearing to the gym)
- Jersey knit pants (T-shirt material)
- Tights / yoga pants
- Skirts / dresses more than 6" above the knee, including slits up the leg (front, back or side) past 6" above the knee when standing

## TOPS

- Sports jerseys
- T-shirts, sweatshirts, or hoodies that have sayings or pictures. Small logos such as on a golf shirt or name brands such as: Nike, Adidas, Roots, etc. are acceptable.
- Plunging necklines on blouses/tops
- Spaghetti Straps are not acceptable, unless covered
- Tank Tops, etc. must be more than 3 fingers wide
- Tube tops, Halter tops, and one sided tops are not acceptable

## GENERAL

- Tummies and backs showing when in a sitting or standing position
- Baseball hats, toques, any other hats, kerchiefs or bandanas
- Sunglasses
- Torn clothing in any manner

Management reserves the right to exercise discretion on inappropriateness for anything not listed above, subject to the grievance procedure. Underwear and/or undergarments must be concealed at all times. Shorts may be worn on any day, but they must be cuffed, cargo or walking shorts, no fringes. Appropriate shirts should be tucked in to avoid looking "sloppy".

Loomis Canada logo clothing, (T-shirts, shorts, sweaters) are acceptable any day.

## LETTER OF UNDERSTANDING # BC-B4

Between

**Loomis EXPRESS (CANADA), LTD.**  
(Hereinafter referred to as “the Company”)

AND

**UNIFOR**  
(UNIFOR – CANADA)  
(Hereinafter referred to as “the Union”)

### **Re: Import Specialist**

The Company and Union agree that there is a role in Richmond of an Import Specialist and that it will be limited to 2 positions in the Brokerage Department to begin with.

The top two (2) most senior employees from among the following: Alvin Ram, Julie Hunt, Laticia Lalonde, Raj Naiker, and Anjuman Ali will be reclassified as Import Specialists and will receive back pay at a rate of \$17.34 from January 1, 2009.

These employees will begin training for this position as set out below. Upon successful completion of the CSCB course, their rate of pay will be adjusted to \$18.10 per hour.

A Lead Hand position will be created and the Lead Hand Premium will be attached to one of these employees.

If the Company decides to hire another Import Specialist in British Columbia within one (1) year of ratification, the position will be offered and automatically awarded to the remaining senior applicant from the list above.

Following the moves outlined above, it is understood that the role of Import Specialist requires a specific set of skills and in such in order to successfully bid upon this position any individual must meet a minimum of two (2) of the following criteria, one of which must be a subsection #3 below:

1. The individual must have a minimum of three (3) years of proven Loomis international import experience in either the warehouse or customer service.
2. The individual must score at least 85% on the basic international competency test that has been designed for this role. The test will be jointly reviewed by the Company and the Union should any changes in Canada Customs regulations require it to be updated.
3. The individual must possess a minimum of 3 years of proven customs brokerage experience or a basic certification from the CSCB (Canadian Society of Customs Brokers) gained through the course: Introduction to Customs. The cost of the course will be covered by the Company under the following conditions:
  - This is without prejudice and precedence and is as a result of special circumstances relating to the requirements of this specific role. Course payment by the Company will not be considered for any other hourly position in the business.

- The Company will advance the funds for the individual to take the course up front with the understanding that the employee will be responsible to pay back the Company if they stop taking the course or leave the Company prior to completion. The individual is responsible to complete the course on their own time and without compensation from the Company for said time.
- The individual must successfully complete the course and successfully bid and be awarded an Import Specialist position in order to qualify for reimbursement.
- The cost of any additional course materials is the responsibility of the individual.

If an Import Specialist position becomes vacant, and if there are no successful internal applicants, the Company will post this position to the external market for a period of sixty (60) working days. For an outside candidate to be considered for the position, they must meet two (2) of the three (3) aforementioned criteria as outlined above. The Union upon request will be allowed to verify the candidate possess this criteria.

If this position also does not yield a successful applicant, then the Company will re-post the position internally. The most senior successful bidder will be awarded the position without the requirement to possess the CSCB certification at the time of the job being awarded. They are however, required to enroll in the course within 10 working days of having being awarded the position and they must successfully complete the course within 7 calendar months. If they do not successfully complete the course, they must surrender the position and exercise their bumping rights back into available positions within their former classification and located at their former facility. At this point the position is considered open and the process begins again from the start.

The parties will meet to resolve any issues that arise from this Agreement.

**LETTER OF UNDERSTANDING # BC-B5**

**Between**

**Loomis EXPRESS (CANADA), LTD.  
(Hereinafter referred to as “the Company”)**

**AND**

**UNIFOR  
(UNIFOR – CANADA)  
(Hereinafter referred to as “the Union”)**

**Re: Social Justice Fund**

- (1) The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.
- (2) Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent (\$0.01) for each straight time hour worked.
- (3) The Company will make these quarterly payments provided that:
  - (a) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
  - (b) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
  - (c) The Union maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
  - (d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
  - (e) The objects, by-laws and resolutions of this non-profit corporation should permit it to making the following types of financial contributions:
    - (i) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
    - (ii) Contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions;
    - (iii) Contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
    - (iv) Contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.