

COLLECTIVE AGREEMENT

Between

Loomis EXPRESS (Canada) LTD.

And

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW - CANADA)
LOCAL 114**

HOURLY SECTION



Effective: January 1, 2009 – March 31, 2013

14414 (01)

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THIS AGREEMENT entered into this ____ day of _____, 2010.

BETWEEN

Loomis EXPRESS (Canada), LTD., of the City of Vancouver, Province of British Columbia. (hereinafter referred to as the "Company")

AND:

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION (CAW - CANADA) LOCAL 114, in the Province of British Columbia (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, hours of work, and working conditions of the Employees of the Company in the classifications listed in the Appendix attached hereto and to prevent strikes, lockouts, and other work stoppages and/or slowdowns during the term of the Agreement.

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

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

ARTICLE 1 - UNION RECOGNITION

1.01 Bargaining Recognition

The Company recognizes the Union as the sole collective bargaining agent of the Employees covered by this Agreement. Properly qualified Officers and Committeepersons of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the Employees who are members of the Union and are affected by this Agreement.

1.02 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.

1.03 Union Committees

- (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.
- (c) The Company shall designate an individual representative to act in liaison between the Chief Steward or Stewards in each area and an individual representative to deal with the Union at the province-wide level.
- (d) The Chief Steward or Stewards may at any time call upon the services of an accredited representative of the Union to assist them.

1.04 The Union shall promptly notify the Company in writing of the names of the Employees comprising the Union Steward Committee and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the Supervisors with whom said accredited Representatives shall deal and any changes in personnel thereof.

1.05 No Discrimination

The Company shall not discriminate against any of the Employees who are members of the Union Steward Committee and who, from time to time, represent other Employees.

1.06 Successor Rights

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

1.07 Union Activity

- (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.

1.08 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

- 1.09** Any Employee elected or appointed to a full-time position with the CAW-Canada 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's seniority shall accumulate, 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 (1st) day the Employee returns to work.

1.10 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. The size of the bulletin board to be agreed upon between the Chief Steward and the Service Centre Manager.

1.11 Union Membership

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

1.12 The Company agrees to deduct from the pay of each Employee, 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 such other person as may be officially Designated. Said deductions to be made as directed by the National Secretary-Treasurer of the Union or such person as that official may designate. The monthly dues remittance shall be accompanied by a list of Employees 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 114 office.

1.13 The Company shall show the total amount of Union dues deducted on the Employee's T-4 slip at the end of each calendar year.

1.14 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.

1.15 Leasing Equipment/Driver

- (a) The Company agrees it will not use any leasing equipment/driver for the purpose of evading this Agreement.
- (b) It is understood that this section does not curtail the leasing out of equipment. Provided competent Employees are available in the local area, all suitable equipment can be leased or hired.
- (c) Leased Operators/Dependent Contractors will not be used for the purpose of depriving regular Employees of their regular hours of work on their regular shifts.

1.16 Contracting Out

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.

1.17 Bargaining Unit Work

All storing, handling and delivering of merchandise or other goods and materials shall be carried on by Company Employees, members of the Union, in the categories covered in this Collective Agreement where such work is under the control of the Company.

- 1.18** No Officer of the Company shall perform bargaining unit work on a regular on-going basis but may assist in an 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.

1.19 No Individual Agreements

The Company agrees not to enter into any Agreement or Contract with the Union Employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement will be null and void. The Company agrees to advise the Union in advance when policies are created or changed.

1.20 Picket Lines

The Company shall not require an Employee covered by this Agreement to cross a legal picket line or to accept any product or goods from any person or Employees 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.

1.21 Union Label

It shall not be a violation of this Agreement for an Employee to post the CAW - Canada 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.

1.22

- (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 LOU# 1.
- (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.

1.23 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.

1.24 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.

1.25 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. The Local Union shall receive an additional allotment upon request, subject to availability.

1.27 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 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.

1.28 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.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** 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 the Company to: Hire, classify, promote, demote, lay-off, suspend, discharge or otherwise discipline Employees for just/reasonable cause.
- 2.02** Maintain order, discipline and efficiency - and establish and enforce rules and regulations governing the conduct of Employees, and which will not be inconsistent with the provisions of this Agreement.
- 2.03** The term "Management" shall refer to Management and Supervisors not covered under the certificate of the bargaining unit.
- 2.04** Only those defined as Management will have the authority to hire, classify, promote, demote, lay-off, suspend, discharge or otherwise discipline subject to the provisions of this Collective Agreement.
- 2.05** The above clauses shall not deprive Employees of the right to exercise the grievance procedures as outlined in this Agreement.
- 2.06** During the term of this Agreement, there shall be no lock-out by the Company, nor any strike or work stoppage by the Employees.

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 complaints, disagreement, or difference of opinion between the Company and the Union or the Employees 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

Any Employee, the Union or the Company may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties. A grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.

A grievance concerning the dismissal of an Employee may be progressed commencing with Step 3 of the grievance procedure within fourteen (14) calendar days of the date the Employee is dismissed.

3.04 Grievance Procedure

An Employee having a complaint is encouraged to orally discuss the matter with a Supervisor.

Step 1: The Employee and/or his/her Shop Steward shall submit his/her formal grievance in writing to his/her immediate Supervisor, who shall give his/her reply in writing within seven (7) working days.

Step 2: Failing settlement at Step 1, and within seven (7) working days of receiving a Supervisor's response, a grievance may be filed by the Chief Steward in writing with the Service Centre Manager, who shall respond in writing within seven (7) working days.

Step 3: Within fourteen (14) working days of the Service Centre Manager's response, a Unit Chairperson, Representative of the National or Local Union may file a written grievance with the Regional Service Director or his/her Designate who shall reply in writing within fourteen (14) working days. The Company will keep the Union informed as to the person(s) designated by the Regional Service Director for their responses.

Failing a satisfactory settlement of a grievance, it then may be referred to an Arbitrator as per Article 4.

3.05 Time Limits

(a) Where a decision with respect to such 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.
- (c) The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties in writing.

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.

3.06 Required meetings

An Employee 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 punitive (overtime) rates of pay for all such time spent outside of his/her regular shift.

3.07 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 concerned.

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.¹

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 Board of Arbitration. Such notification must be made in writing, within thirty (30) calendar days of receiving the response at Step 3.

4.02 The Board of Arbitration shall consist of a single Arbitrator designated by the Company and the Union who shall act as the Board of Arbitration.

4.03 The following six (6) Arbitrators will be appointed on a rotation basis, subject to availability within ninety (90) days of application as the single Arbitrator to resolve outstanding disputes.

Wayne Moore
Robert Pekeles
Nicholas Glass

James Dorsey
Colin Taylor
John Steeves

If none of the above named arbitrators are available within ninety (90) days it will be referred to the Arbitrator on the list who can make himself available earliest.

- 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 it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement. The Board of Arbitration 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 Board of Arbitration 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 - SCHEDULE OF HOURS AND OVERTIME

5.01 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.

5.02 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.

5.03 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 5.04 shall not apply.

5.04 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 ($\frac{1}{2}$) hour paid per day at straight time rate. No split shift shall exceed more than twelve (12) hours, then the thirteenth (13th) 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.

5.05 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 (10th) hour at the rate of time and one-half ($1 \frac{1}{2}$) times the basic rate.

5.06 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 ($\frac{1}{2}$) 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.

5.07 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.

5.08 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.

5.09 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.

5.10 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 (3rd) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the employee.

5.11 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 6 - HOLIDAYS

6.01 The following Statutory Holidays will be observed:

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

6.02 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.

6.03 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.

6.04 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.

- 6.05** 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.
- 6.06** 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.
- 6.07** 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 (1st) working day preceding the holiday or the first (1st) working day following the holiday.
- 6.08** 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.

6.09 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.

6.10

- (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 7 - VACATIONS

7.01 No later than January 15th 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.

7.02 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 31st of each year. Any Employee who wishes to change his/her vacation selection after March 31st 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.

7.03 (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 31st of each year. Seniority will apply to the entire vacation entitlement. Seniority will not apply to vacation requests received after March 31st, 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 31st until April 15th. Any days not booked during that period, will be booked in accordance with 7.03 (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 15th day of April of each year. Vacation to be calculated at the regular daily or regular weekly rate of pay.

Vacation Entitlement

- 7.04** 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.
- 7.05** 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.
- 7.06** 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.
- 7.07** 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.
- 7.08** 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.

7.09 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.

7.10 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.

7.11 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 7.04, 7.05, 7.06, 7.07, 7.08 and 7.09.

7.12 The Company shall provide an Employee with a computation of vacation pay upon written request, once annually.

7.13 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.

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

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

ARTICLE 8 - SICK LEAVE PAY

8.01 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 (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.

8.02 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.

8.03 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.

8.04 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.

8.05 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 9 - PENSION

9.01 (a) The Company shall contribute to the National Automobile, Aerospace, Transportation and General Workers Union Pension Trust Fund.

(b) Contributions by Employer

For each Employee covered by the Pension Plan, the Employer shall contribute the equivalent, of three percent (3%) of the Employee's earnings as defined in the Collective Agreement.

(c) Contribution by Employees

Each Employee covered by the Pension Plan, shall contribute the equivalent, of three percent (3%) of the Employee's earnings as defined in the Collective Agreement.

The Company agrees to deduct additional contributions from Employees' pay provided the Employee provides the Company with written authorization which shall not be more frequent than once (1 X) per year. It is agreed by the parties that a change in the Employee's contribution over three percent (3%), as provided for in this Article will not result in the Employer's contribution exceeding three per cent (3%).

- (d) The contributions are payable to the Trustee of the Pension Trust Fund by the fifteenth (15th) day of the month following the work month completed. The payment will include the Employee's contributions.
- (e) The contributions are to be forwarded to the Pension Trust Fund Administrator as defined by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada).
- (f) The Pension Plan Administrator agrees to provide full disclosure to a Representative of the Company on a regular basis (minimum one [1] per year).
- (g) All full-time or part-time Hourly Employees will be eligible for enrolment in the Pension Plan after two (2) years of continuous service as a full-time or part-time Employee.

9.02 Retirement

- (a) The retirement date for all Employees will be the first (1st) day of the month following the Employee's sixty-fifth (65th) birthday unless the Employee was born on the first (1st) day of the month, in which case his/her retirement date is his/her sixty-fifth (65th) birthday.
- (b) One (1) year prior to the scheduled retirement date, the Company will provide the opportunity for a full discussion on all matters relevant to retirement benefits.
- (c) The Company will save harmless the CAW - Canada for any charges raised by the Employee against the Company as a result of the implementation of the standard retirement policy.

ARTICLE 10 - HEALTH AND WELFARE

10.01 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.

10.02 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.

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

10.04 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.

10.05 Short Term Disability

Short Term Disability benefits commences on the first (1st) day of accident and the fourth (4th) 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.

10.06 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 (1st) 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).

10.07 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.

10.08 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.

10.09 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.

10.10 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.

10.11 Same Sex Recognition

The Company agrees to recognize same sex couples for the purpose of coverage through any negotiated benefit or clause.

10.12 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.

10.13 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).

10.14 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.

10.15 Benefit Booklets

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

ARTICLE 11 - LEAVE OF ABSENCE

11.01 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.

11.02 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 11.02 shall not apply and the Employee will not be paid for the time off taken to attend these meetings, etc.

11.03 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.

11.04 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 16.

11.05 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.

11.06 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 12 – HEALTH & SAFETY

12.01 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.

12.02 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.

12.03 It will not be a violation of this Agreement when Employees 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.

12.04 An Employee 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 Employee must immediately report such items to his/her Supervisor.

12.05 Protective Footwear

- (a) The Company shall provide to all Employees protective footwear where determined to be necessary by the Safety Committee.
- (b) Employees purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred fifteen dollars (\$115) per year upon proof of purchase, to cover the purchase of one (1) or two (2) pairs of safety footwear.
- (c) Protective footwear re-imburement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.

The Company will replace safety shoes or boots irreparably damaged in the course of the employee's duties.

12.06 Company vehicles where required will be equipped with a hand truck.

12.07 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.

- 12.08** The Company will not use gasoline-powered forklifts inside its terminals or into enclosed trailers except in an emergency.
- 12.09** 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.
- 12.10** 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 and Line Drivers. Where changing rooms are provided they shall be kept clean and sanitary.
- 12.11** The Company shall provide clean and adequate lunch rooms properly ventilated for its Employees at its terminals where such lunch rooms would be used by Employees.
- 12.12** The Company agrees that all WHMIS standards will be followed for the purpose of protecting Employees from any exposure to hazardous substances or human blood and substitute waybills will be prepared when necessary.
- 12.13** (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 a worker'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.
- 12.14** (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 13 - UNIFORMS

13.01 The Company will pay for new uniforms when such new uniforms are necessary and will maintain and clean such uniforms (jackets and trousers). The Employees will be expected to keep same in good appearance at all times. All such uniforms will be returned to the Company at the time of, or upon termination of employment.

13.02 (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	One (1) Rain jacket
Five (5) Shorts	One (1) Fleece Shirt
Two (2) Turtlenecks	One (1) Toque
Two (2) Pullovers	

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.

ARTICLE 14 - SENIORITY

14.01 (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 15.02 (d).

14.02 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.

14.03 Seniority Protests

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

14.04 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.

14.05 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.

14.06 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.

14.07 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.

14.08 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.

14.09 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.

14.10 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 16.01 (b) will not be required to serve a probationary period as prescribed in Article 14.08.

ARTICLE 15 – LAYOFF/REDUCTIONS

15.01 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.

15.02 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 15.02 (d).
- (b) Any Employee who is laid off or whose position is abolished shall have the right to exercise his/her seniority per Article 15.02 (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 1st, 2nd and 3rd 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 to 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) An Employee who is affected by Article 15.02 (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.

15.03 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 14.05.
- (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 15.02 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.

15.04 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 15.02, then the rules outlined in Article 15.02 shall apply.

15.05 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.

15.06 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.

15.07 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 16 – JOB POSTINGS

16.01 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 (1st) 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.

16.02 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.

16.03 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".

16.04 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.

16.05 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)

16.06 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 (3rd) 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 16.01 (a) will not apply to Article 16.06 (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 16.01 (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.

16.07 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 15.02 (e). Refer to Appendix for the pre-application form.

16.08 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. (a) 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. (a) 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 12.05.
5. Casuals (and casual office clerks) shall be required to come under and conform with the provisions of Article 1.11, 1.12 and 1.13.

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.

16.09 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 16.10 (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 16.01 (a). After this procedure has been completed, the Company then may use their option.

16.10 Transfers shall not be permitted

16.11 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 (5th) day.

16.12 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 (3rd) 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.

16.13 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 17 - ANTI HARASSMENT AND DISCRIMINATION

17.01 All Employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Canadian Human Rights Act (the "Act"). Prohibited grounds are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.

17.02 (a) It is agreed that the workplace should be free from any type of sexual or other harassment which violates the Human Rights Act, including bullying. It is also agreed that any complaint involving sexual or other harassment which violates the Human Rights Act, including bullying shall be submitted at Step 3 as per the grievance procedure as outlined in the Collective Agreement.

(b) It is also understood that both the Company and the Union shall cooperate in every way to reduce or eliminate any type of harassment in the workplace.

17.03 Complaint Resolution Procedure

If an Employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the Employee may:

(a) Tell the person involved as soon as possible, how you feel, and request that he/she stop the conduct you find offensive.

(b) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Manager, Human Resources and/or the National Representative or the Local 114 President.

(c) The parties will review the complaint and where warranted, will strike a committee and carry out a joint investigation.

(d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the Joint Committee will be determined by the parties on a case by case basis.

(e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of

the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

- (f) All matters brought before the committee will be dealt with the utmost confidentiality.
- (g) Any complaint not resolved through this process may be addressed by the Union pursuant to Article 3.

ARTICLE 18 - MEDICAL EXAMINATIONS

18.01 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.

18.02 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 18.01.

18.03 Any reports or medical assessments required by the Company under Article 18.02 will be paid for by the Company.

18.04 Medical Examination Conditions

When a medical examination is required, in accordance with Article 18.02, 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 or 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.

18.05 If following a medical examination in accordance with 18.02 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 18.05 (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 15.01 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.

- 18.06** 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.
- 18.07** 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.
- 18.08** 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 19 – TRAINING

- 19.01** 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.
- 19.02** 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.

- 19.03** (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 20 - CLASSIFICATION AND WAGES

20.01 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.

20.02 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.

Classifications:	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11	Effective 01/01/12
Customer Service Representative	17.00	17.43	17.86	18.31
Clerk (non customer-servicing roles)	17.00	17.43	17.86	18.31
Small Depot Clerk*	18.00	18.46	18.92	19.40
Int'l Service Clerk	20.11	20.61	21.13	21.65
Yard Shunter Driver/Warehouseperson	21.65/20.11	22.19/20.50	22.74/21.13	23.31/21.65
Customer Counter Specialist/Warehouseperson	20.11	20.61	21.13	21.65
Warehouse Person	20.11	20.61	21.13	21.65
Warehouseperson/Driver	20.11/21.65	20.61/22.19	21.13/22.74	21.65/23.31
Driver/Warehouseperson	21.65/20.11	22.19/20.61	22.74/21.13	23.31/21.65
Regular Driver	21.65	22.19	22.74	23.31
Regular Relief Driver	22.18	22.73	23.30	23.88
Highway Relief Driver	Appropriate Rate			
Regular Highway Driver	22.54	23.10	23.68	24.27
Owner Operator – P & D	Appropriate Rate			
Owner Operator – Linehaul	Appropriate Rate			

- **January 1, 2010 – Increase all rates from above by 2.5%**
- **January 1, 2011 – Increase all rates from January 1, 2010 by 2.5%**
- **January 1, 2012 – Increase all rates from January 1, 2011 by 2.5%**

Wage Step Rates for New Hires as of January 1, 2009

Time In Months:	0-4	5-11	11-18	18+
Percentage of Full Rate	77%	80%	90%	100%
Customer Service Representative	13.09	13.60	15.30	17.00
Clerk (non customer-servicing roles)	13.09	13.60	15.30	17.00
Small Depot Clerk	13.86	14.40	16.20	18.00
Int'l Service Clerk	15.49	16.09	18.10	20.12
Yard Shunter Driver/Warehouseperson	16.68/15.49	17.32/16.09	19.50/18.10	21.65/20.11
Customer Counter Specialist /Warehouseperson	15.49	16.09	18.10	20.11
Warehouseperson	15.49	16.09	18.10	20.11
Warehouseperson/Driver	15.49/16.98	16.09/17.32	18.10/19.50	20.11/21.65
Driver / Warehouseperson	16.68/15.49	17.32/16.09	19.50/18.10	21.65/20.11
Regular Driver	16.68	17.32	19.50	21.65
Regular Relief Driver	17.08	17.75	19.97	22.18
Highway Relief Driver	Appropriate Rate			
* Regular Highway Driver	20.28	20.28	22.54	22.54
Owner Operator – P&D	Appropriate Rate			
Owner Operator – Line Haul	Appropriate Rate			

* Step Rates For Regular Highway Driver calculated at 90%, 90%, 100%, 100%

- **Step Rates - January 1, 2010 – Increase all rates from above by 2.5%**
- **Step Rates - January 1, 2011 – Increase all rates from January 1, 2010 by 2.5%**
- **Step Rates - January 1, 2012 – Increase all rates from January 1, 2011 by 2.5%**

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

Prince Rupert	Fort St. John	Terrace
Dawson Creek	Vernon	Penticton
Castlegar	Cranbrook	Duncan
Courtney	Salmon Arm	

- (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.

20.03 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.

20.04 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			
		01/01/09	01/01/10	01/01/11	01/01/12
5,000	17,000 lbs	.3977	.4076	.4178	.4282
17,000	24,000 lbs	.5226	.5357	.5491	.5628
24,000	60,000 lbs	.5784	.5928	.6076	.6229
60,000	80,000 lbs	.6080	.6232	.6388	.6548
Train rate		.6198	.6353	.6512	.6675

20.05 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.

20.06 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.

20.07 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.

20.08 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.

20.09 IATA

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

- 20.10** 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 21 - MAINTENANCE OF EQUIPMENT

- 21.01** 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.

- 21.02** 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.

- 21.03** 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.
- 21.04** 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.
- 21.05** 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.
- 21.06** All Linehaul power shall have chains and pin hooks plus a compartment for storing tools in a safe location on that equipment.
- 21.07** 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.
- 21.08** Window cleaning material (i.e. cleaner, paper towels, etc) shall be provided upon request to each Line Driver.
- 21.09** Automobile plug-ins wherever installed shall be available for all Employees outside the Lower Mainland and Vancouver Island.

21.10 All Company provided communications; scanning or other equipment shall be maintained by the Company.

ARTICLE 22 - GENERAL - HIGHWAY DRIVERS

22.01 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.

22.02 Suitable accommodation for lay over will be supplied and paid for by the Company.

22.03 Highway Drivers will be paid their regular hourly rate while performing any duty other than driving.

22.04 All payroll data for Highway Drivers to be provided with pay cheque.

22.05 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.

22.06 Highway Drivers dispatch time will be set by the Company at least seven (7) days prior to dispatch.

22.07 Highway Drivers shall be permitted to take a one (1) hour meal break during their shift, trip, or tour.

22.08 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 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.

- 22.09** 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.
- 22.10** 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.
- 22.11** Cab partitions for Highway Drivers' vans where required (canvas used to separate cab of van from freight space).
- 22.12** Radiator covers for all highway vehicles shall be provided where necessary (Interior/Northern Vancouver Island).
- 22.13** 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.
- 22.14** 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.
- 22.15** Seniority list to be posted every three (3) months showing length of Company seniority for the Linehaul Branch.
- 22.16** The following Articles to be excluded from application to Linehaul Employees: Articles 6.04, 6.05, 8.04

22.17 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 23 - JOB DESCRIPTIONS

- 23.01** 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 24 - Definitions.

ARTICLE 24 - DEFINITIONS

24.01 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.

24.02 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 16.10. 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 16.02.

24.03 Like Classification

Similar position having the same pay scale.

24.04 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.

24.05 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.

24.06 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.

24.07 The term Employee shall mean all Employees as covered under the terms of the Collective Agreement.

24.08 New route or job is deemed to be defined as adding to the scheduled work force.

24.09 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 5.01 – Work Day, Work Week, and Overtime.

24.10 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 5.01 – Work Day, Work Week, and Overtime.

24.11 The term casual Employee shall refer to an Employee that is not in a posted job.

24.12 The term Highway Hourly Driver shall refer to an Employee who drives highway vehicles and is paid hourly or mileage.

24.13 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.

ARTICLE 25 – SUBSTANCE ABUSE

25.01 Substance abuse is recognized to be a serious medical and social problem that can affect Employees. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees 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 to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under the care of a medically prescribed course of treatment. If an Institute as selected is not covered under the Medical Services Plan of B.C., the Company will pay the cost of the treatment.

ARTICLE 26 – PAID EDUCATION LEAVE

The Company agrees to pay into a special fund two (\$0.02) cents per hour per Hourly Employee for all compensated hours for the purpose of providing paid education leave.

Said paid education leave will be for the purpose of upgrading the Employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

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

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 on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 27 – RETIREMENT

The mandatory retirement date for all Hourly Employees will be the first (1st) day of the month following the Employee's sixty-fifth (65th) birthday unless the Employee was born on the first (1st) day of the month, in which case his/her retirement date is the Employee's sixty-fifth (65th) birthday.

ARTICLE 28 – MISCELLANEOUS

28.01 Beverages and Supplies

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

28.02 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.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including January 1st, 2009 to and including March 31st, 2013 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, 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 30 – DISCIPLINE AND DISCHARGE PROCEDURES

30.01 Discipline for Just and Reasonable Cause

Employees 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.

30.02 Union Representation

- (a) No employee 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 (i.e. Chief Steward or Steward). If an employee is brought in without this representation, any resulting discipline shall be null and void.
- (b) Where a Shop Steward 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 Chair 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.

30.03 Personal File

Any Employee shall be allowed to inspect his/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 the Employee's disciplinary file, with the written authorization from the Employee.

30.04 Removal of Discipline

Any reprimand notices or disciplinary measures will remain on the Employee'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's file indefinitely.

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

30.05 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 will be notified of the charges as soon as the Company is prepared to present them. The Unit Chair person shall be notified at the same time.
- (b) When the Union and the employee(s) are notified of the charge(s) as per 30.05 (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 Union and the employee 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 may be held out of service, pending an investigation, until the time of the hearing. In determining whether to hold the employee out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee out of service without pay is subject to the grievance procedure after either discipline is levied or the file is closed.

- (e) The Chief Steward (and Unit Chairperson or Local Representative if requested) will be present at the investigatory hearing along with the employee.
- (f) Any known witnesses and/or known evidence will be called by either party at the hearing or in the twenty (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 may render any resulting discipline null and void.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - CANADA)
(Hereinafter referred to as "the Union")

Re: Conversion To Dependent Contractors

1. Routes identified as future Owner Operator routes can be designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) 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 1st, 1996, will not be required to convert to dependent contractor 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 Dependent Contractors as of January 1st, 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 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 dependent contractor, 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/her 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/her 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 instalments, 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) 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) 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 will apply:
 - (a) 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.
 - (b) 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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - CANADA)
(Hereinafter referred to as "the Union")

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.

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - CANADA)
(Hereinafter referred to as "the Union")

Re: Severance Package

Severance Package for Employees affected by a layoff in Loomis Express (Canada) Ltd. in British Columbia due to the implementation of any new Hub facility, consolidation of office functions to Central locations or if a Depot or customer counter is closed the following provisions apply:

In the event of a Depot closure there will be no contacting out of bargaining unit work as set out in the Collective Agreement, except as agreed by the Company and Union in writing.

This LOU shall apply to Employees that have been laid off as the result of the implementation of any new Hub, but only where such Employees do not elect to transfer to another Branch or have exhausted their seniority rights within their own Branch.

1. Employees who have less than one (1) year - to receive a two (2) weeks notice period. This notice period to be worked.
2. Employees who have greater than one (1) year of service to receive two (2) weeks severance per year of service.

In addition to the above provisions in this category, Employees will be entitled to resume writing assistance, two (2) days paid time-off to secure employment elsewhere, (at the termination of their employment at Loomis Express (Canada) Ltd.), outplacement counselling where available. Loomis Express (Canada) Ltd. will also reimburse the Employees in this category a maximum of three hundred dollars (\$300) per Employee on a one time basis for training providing the Employee provides receipts for the training taken.

3. A senior Employee may choose not to exercise his/her seniority to bump and receive a severance package upon termination notice or the severance will be applied to the junior Employee who loses his/her job by being bumped as a result

of layoff. The Employee will be paid according to the seniority scale applicable to his/her length of service.

4. The Employer will pay a pro-rated severance scale for partial years of service to laid off Employees. For example, an Employee with three and a half (3 ½) years of service will receive seven (7) weeks.
5. Severance pay per week will be based on each Employee's average weekly earnings for the previous year worked by the Employee.
6. Employees laid off in category 1 and 2 as described above will have their medical services plan extended for three (3) months ending at the 3rd month following the last day of employment.
7. Acceptance of the Severance Package is the termination of the Employer-Employee relationship.

LETTER OF UNDERSTANDING #4

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - CANADA)
(Hereinafter referred to as "the Union")

Re: 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.

LETTER OF UNDERSTANDING # 5

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - CANADA)
(Hereinafter referred to as "the Union")

Re: Conversion To Hourly

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 percent (2%) 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 instalments of five hundred dollars (\$500) per month, unless the parties agree otherwise, provided the loan is repaid in full not later than March 31st, 2013.
 - 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.

LETTER OF UNDERSTANDING # 6

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - 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.
- 3) An Employee claiming available hours shall be qualified for the work available, meeting the minimum job qualifications as established by LOU #11.

- 4) 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).
- 5) 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).
- 6)
 - 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).
- 7) 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.
- 8) 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.
- 9)
 - 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.
- 10) 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.
- 11) 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.
- 12) The spareboard is not applicable to Owner Operators.

- 13) A full-time/part-time posted Employee cannot post to the spareboard for an identical position.
- 14) 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.
- 15) 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 # 7

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - CANADA)
(Hereinafter referred to as "the Union")

Re: Tracking Hours Worked

The Company and the Union agree to the following process to resolve the issues of tracking hours worked.

1. Upon request, Hourly Employees may receive a Kronos printout of original swipe transactions for the week.
2.
 - a) A 2-part Payroll Adjustment Form will be introduced for approval of all hours outside the Employees' regularly posted shift. This includes all overtime hours.
 - b) This 2-part Payroll Adjustment Form will also be used for all casuals that have not been scheduled for that day.
3. The Supervisor or Designate and the Employee must sign this Payroll Adjustment Form before payments are made.
4. Upon signatures, the Employee would retain part 2 of the form for his/her record.

LETTER OF UNDERSTANDING # 8

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW - 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 Loomis 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 17th, 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 # 9

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – 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.

LETTER OF UNDERSTANDING # 10

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – 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 # 11

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – CANADA)
(Hereinafter referred to as “the Union”)

Re: 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.

LETTER OF UNDERSTANDING # 12

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – CANADA)
(Hereinafter referred to as “the Union”)

Re: Housekeeping

The parties have agreed that the collective agreement needs to be combined into a General Section with a sub-section for Owner Operators and another for hourly employees.

Within ninety (90) days of ratification, the Company and the Union will prepare a draft of the new agreement which contains the above changes. These changes will be mutually discussed and agreed as the document progresses back and forth.

Once the parties feel the document is close to being ready for signing, the Company will allow and pay for the Bargaining Committee to have one (1) full day off to proof the final document.

LETTER OF UNDERSTANDING # 13

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – 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.

LETTER OF UNDERSTANDING # 14

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – 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 honour 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 # 15

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – CANADA)
(Hereinafter referred to as “the Union”)

Re: 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 practise 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 would it 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 practise prior to implementation. Disagreements will be handled through good faith discussion prior to either party advancing a grievance on the policy.

LETTER OF UNDERSTANDING # 16

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – 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 enrol in the course within 10 working days of having been 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 # 17

Between

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

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION (CAW – CANADA)
(Hereinafter referred to as “the Union”)

Re: Framework Agreement

Summary of principles between Loomis Canada and CAW-Canada, British Columbia

During the latest round of negotiations in Loomis proposed a number of changes to deal with massive losses that have occurred in different parts of the business.

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 principles to be used as a guideline when the local bargaining committees resume discussions towards reaching a collective agreement.

Therefore the following items are in general agreement and will be part of a settlement in each location when the parties have an opportunity to deal with the local issues and other items that are raised during the course of the collective bargaining process.

Contracting Out

During the 2008 / 2009 collective bargaining, the Company advised the Union that it plans to restructure the business across Canada and tabled a list of locations that it intended to close or discontinue service with a plan to third-party / contract out these locations.

The list of these locations for British Columbia is as follows:

Courtenay	Powell River	Port McNeill
Duncan	Port Alberni	Castlegar
Grand Forks	Princeton	Vernon
Penticton	Revelstoke	Cranbrook
Golden	Invermere	Terrace
Prince Rupert	Smithers	Houston
Vanderhoof	Fort Nelson	Dawson Creek
Fort St. John	Williams Lake	Quesnel

100 Mile House	Nanaimo	
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The Union recognizes that the express business is under severe pressure; however, any restructuring must be done ensuring that employees are fairly compensated for a layoff / termination from the Company as a result of this restructuring based on the provisions below. 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 until all facilities identified to the Union have been closed down.

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

- (a) The Company will notify the Unit Chair or 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 brand and Loomis employees and/or Owner Operators.

The Company also agrees that any work formerly performed by CAW members which is again performed by a Loomis employee, or in a Loomis branded or painted truck 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 CAW 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 of notification, 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 centres listed below (and as outlined on the attached maps) will not be contracted out 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.

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 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 facilities.

Major Centres for BC

- Victoria
- Lower Mainland (including Vancouver, Richmond, Burnaby, Abbotsford) *
- Kelowna
- Kamloops

* These areas will be protected from a complete closure over the life of the Agreement.

Bumping

The Company respects the Union seniority principles as outlined in each collective agreement. The Union and the Company agree to cooperate fully in order to change in reducing the domino effect of bumping and to hasten the process and limit it to a maximum disruption of five (5) days overall after the required information has been fully provided unless agreed to otherwise.

In restructuring initiatives and facility re-routes, the Company and Union agree to the principles noted above, as well as, working together to develop a single move of Union members (a paper bump).

Three (3) Hour Minimum

It is agreed by the parties that the application of the casual language regarding minimum hours of work as applied in the Alberta CBA (casual warehouse) shall be applied in line with Article 16.08 subject to current Local practises as to type of work performed.

Payment Methodology for Owner Operators

The Company presented a new payment system for Owner Operators as it believes that the current system does not meet the needs of the Company or the Owner Operators.

The new payment methodology as outlined below will be implemented within sixty (60) days of ratification. The current fuel escalation formula outlined in each collective agreement shall remain in full force and effect. The Unit Chair and two (2) Owner Operator representatives selected by the Union from each province will form a Committee to be consulted on paid time on the implementation of the new methodology and to address any issues arising in an effort to make the transition as smooth as possible. In addition, the Company commits to extensive monitoring of this payment process and agrees to consult with individual Owner Operators on any and all issues that negatively impact their individual payments.

The parties will ensure that the minimum bi-weekly guarantee outlined in the BC collective agreement will continue to apply.

The Company commits to guarantee that at least eighty percent (80%) of all Owner Operator routes by district or sub-region (defined as Lower Mainland, Vancouver Island, Interior District, Northern BC) shall earn at least the same earnings on the route compared to current methodology in each agreement.

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. Once new routes are implemented, the Company will not reroute an Owner Operator unless there are verifiable service failures within a route, as a result of decreased volumes, or a consistent failure to meet time definite or day definite services.

Owner Operators may request a route review at any time and these requests will be handled on an expedited basis through the following procedures:

- A Supervisor or Manager must arrange for a route ride-along or follow along within seven (7) working days of the request being received.
- Any agreed-upon adjustments to rates, volume, stops, or area will be retroactive to the date of the request for a route review.
- 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 requests for route review.

Laser Waybills

It is understood that the scanning practices for laser waybills will remain status quo as per past practice.

Call Centre (British Columbia)

The Company agrees that it will continue to operate a reasonable amount of staff in the British Columbia Call Center until at least June 1, 2009 to allow for an orderly transition.

The Company agrees that employees who voluntarily leave before their exit date during the transition period will be entitled to the full severance package.

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

If the termination is as a result of a closure or contracting out of an area or abolishment of hourly driver runs due to closure, facility consolidation or contracting out, then the Company agrees to offer severance pay based on the following:

- Two weeks per year of service (prorated) based on forty (40) hours per week at straight time for full time status employees on date of ratification. Severance for part-time employees shall be based on average earnings for the previous twelve (12) months active paid earnings.
- The Company has offered two (2) weeks of severance for each year of service based on fifty (50) hours (prorated) per week for BC Call Centre employees working as of the announcement of the closure of the BC Call Centre. In addition to this severance, the Company will also pay one (1) month's wages as additional severance to all BC Call Centre employees as they are transitioned out from the business.
- Extended benefits – Company will continue to provide benefits as per Company policy with salaried personnel for six (6) months following date of termination.

Owner Operators

Initial Restructuring and Reroutes

Under the initial major restructuring reroutes - \$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, 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 fifty (50) hours per week based on the straight time hourly P&D driver rates per region. This formula will also be offered to any re-route in an area already listed on the restructuring lists provided to the Union during the week of January 19-23, 2009.

Further Re-Routes

Owner Operators affected by a reroute after the initial major restructuring will be paid 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

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.

Wages and Compensation

- The General Wage Increase (GWI) will be 2.5%, 2.5%, 2.5%, 2.5% in each year of the Agreement effective on the ratification date of each Agreement.
- The GWI outlined above will be applied to all hourly wages retroactive from the expiry date of each collective agreement for all hours worked.
- For P&D Owner Operators, the GWI percentage increase will be applied retroactively from the expiry date of each collective agreement to all aspects of the current payment methodology as per past practice for increases to these classifications.
- For Heavy Equipment and Line Haul Owner Operators, the GWI percentage increase will be applied retroactively from the expiry date of each collective agreement as per past practice for increases to these classifications.
- For P&D Owner Operators, the GWI percentage increase applies to: Pieces, Stops, Core Zone, and Quality Payments.

Restructuring Issues

- The Company agrees to work with the Union on language to protect severance pay from EI claw backs.

- The Company agrees to provide the Union with \$500 per person in affected by contracting out or closures to put an 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.
- The severance packages may be put in escrow where possible provided there are no additional costs to Loomis.

APPENDIX "B" - 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

LOOMIS EXPRESS (CANADA), LTD. - 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) (I) 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)

FOR THE COMPANY:

Bob McFadden
Western Regional HR Manager

Lorran Jack
Senior Director, Pacific

Craig Taylor
Area Operations Mgr., Pacific

Dave Ross
GM, Vancouver Island

Sarb Gill
Field Industrial Engineering Mgr.

FOR THE UNION:

Mario Santos
Bargaining Committee

Brent Bookey
Bargaining Committee

Darren Bergeron
Bargaining Committee

Jayne Pedersen
Bargaining Committee

Glenn Wereschuk
Bargaining Committee

Robin Wenger
Bargaining Committee

Colin Duff
Bargaining Committee

Deanna Lackie
Bargaining Committee

Gord McGrath
President, CAW Local 114

Gavin McGarrigle
National Representative

Signed in New Westminster, BC on this _____ day of _____, 2010.