

DOUG COLEMAN TRUCKING LIMITED

AND



WINDSOR BARGAINING UNIT

COLLECTIVE AGREEMENT

MARCH 16, 2014 to March 15, 2017

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WINDSOR BARGAINING UNIT

COLLECTIVE AGREEMENT

MARCH 16, 2014 to March 15, 2017

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its Employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business and to maintain mutually satisfactory hours of work, wages and working conditions. It is the intent of the parties to provide an atmosphere conducive to enable each employee to contribute to the fullest of his skills and competence. It is also the desire of the parties to co-operate and harmoniously work together in promoting the best interests in the operation of the Employer.

ARTICLE 2 - SCOPE AND DEFINITIONS

- 2.01 The Employer recognizes the Union as the bargaining agent of all **employee drivers** of Doug Coleman Trucking Limited in the City of Windsor, excluding dispatchers, office and clerical personnel, supervisors and those above the rank of supervisor.

NOTE: With respect to this bargaining unit only, the Employer is prepared to agree that Owner/Operators drivers are dependent contractors for purposes of *Part I* of the *Canada Labour Code*.

Only the provisions of Appendix "A" of this Collective Agreement shall apply to owner/operator drivers.

- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by Article 2.01 in respect of hours of work, wages, and all other conditions pertaining to this Collective Agreement.
- 2.03 Supervisors and non-bargaining unit Company employees shall not perform bargaining unit work except for the purposes of:
- a) emergencies, including unanticipated changes in customer requirements;
 - b) covering absences of drivers;
 - c) meeting daily operational needs and requirements, where no bargaining unit employees are readily available;
 - d) training and/or instruction;
 - e) process and procedure assessment or measurements.
- 2.04 The Union recognizes the Employer's responsibility to meet the requirements of its

customers who furnish the source of employment for the Employer's employees. The Union will cooperate with the Employer's attempts to satisfy its customers where possible and will cooperate with the Employer's efforts to improve the efficiency of its workforce.

- 2.05 It is agreed that the word "employee" or "employees" wherever used in this Agreement, shall be deemed to refer only to an employee or employees employed as an employee driver and where the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine pronoun, and vice-versa, where the context so requires.
- 2.06 The term "working days" when used in this Collective Agreement, shall exclude Saturdays, Sundays, holidays and a plant shutdown.

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01 In view of the orderly procedure established by this Agreement for the settling of dispute and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike and the Employer agrees that there will be no lockout of Employees. The word "strike" and the word "lockout" shall have the meaning as set forth in the *Canada Labour Code*, as amended.

ARTICLE 4 - UNION SECURITY AND DUES DEDUCTION

- 4.01 All new employees will be required to complete and sign an Authorization for Check off of Dues Form supplied by the Union to the Company. This Form will be forwarded to the Local Union Financial Secretary upon completion. The check off dues form will be completed at the time of new hire orientation.
- 4.02 The Employer will supply the Union Chairperson or alternate with the names of any new employees. Within fourteen (14) calendar days of starting employment and as part of the Employer's orientation program, the new employee(s) will attend a Union orientation of up to fifteen (15) minutes during regular working hours on site without loss of earnings for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. Such meeting will be mutually scheduled between the Union Chairperson or alternate, the Employer and new employee(s). The meeting may be conducted on an individual or collective basis.
- 4.03 The Employer agrees during the lifetime of this Agreement to deduct union dues from the last pay due each calendar month in conjunction with bi-weekly payroll and to remit same not later than the 15th day of the following month to the Financial Secretary of the Union. The Employer shall, when remitting such dues, list the names, addresses and current classifications/status of the Employees from whose pay such deductions have been made. The Union shall indemnify and save harmless the Employer with respect to all Union dues deducted and remitted to the Union. The Company will also include a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.04 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues to be deducted in line with constitutional requirement of the National Union. Adjustments will be made within a reasonable amount of time.

- 4.05 T-4 slips issued annually to employees shall show deductions made for Union dues.
- 4.06 Upon request, the Employer will supply the Union annually all employees' names, classifications and current addresses.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the management of the Company and the direction of working forces are the exclusive right of the Company and remain solely with management except as specifically limited by the provisions of this Agreement. Without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:
- a) Hire, promote, classify, transfer, assign, demote, and lay off and recall employees and to suspend, discharge, or otherwise discipline employees with seniority for just cause subject to the right of any employee to lodge a grievance.
 - b) Operate and manage its business in all respects in an efficient and economical manner as it sees fit and in accordance with its commitments, responsibilities and obligations to its customer, including the right to direct its work force, to determine the location of its facilities, the extent of its operations, the scheduling of service and its methods, processes, and means of transportation.
 - c) Make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee, which shall be composed of not more than three (3) bargaining unit members (2 members from the employee driver classification and 1 member from the owner/operator driver classification Appendix "A"). Each member of this committee shall have at least one (1) year of seniority with the Employer and shall be regular employees of the Employer during their time of office. The Employer will recognize and discuss with the said committee any matter properly arising out of this Agreement, and the said committee will cooperate with the Employer in the administration of this Agreement. The Union Committee will also act as the Stewards.
- 6.02 The names of members of the Union Committee from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such member until it has been notified in writing by the Union.
- 6.03 The privileges of members of the Union Committee to leave their work to attend to business related to the administration of grievances under this Agreement are granted on the following conditions;
- a) There will be no loss of regular earnings while absent from their work;
 - b) Such business must be between the Union and Employer relating to the administration of grievances;
 - c) The time shall be devoted to prompt handling of necessary business;
 - d) Individuals concerned shall obtain the permission of his supervisor before

- leaving their work and which permission shall not unreasonably be withheld;
- e) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 6.04 Local Union President and National Union representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer, and which consent shall not be unreasonably withheld.
- 6.05 The Union Committee and the Employer shall meet quarterly at a time mutually agreed upon for the purpose of discussing matters related to the administration of this Agreement, provided there is business for their joint consideration. Necessity for a meeting will be indicated by letter from one party to the other party containing a detailed agenda of the matters for joint discussion delivered fifteen (15) days in advance of the meeting. Union Committee members will not suffer any loss of regular earnings for time spent at these meetings. The Company shall provide a meeting room.
- 6.06 The Union agrees to supply the Employer with the names of the Union Committee Members and will keep such list up to date at all times.
- 6.07 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by a Union Negotiating Committee consisting of not more than two (2) employees of the Employer and the Local Union President and National Representative. Each bargaining unit member of this committee shall have at least one (1) year's seniority with the Employer and shall be regular employees of the Employer during their time in office. The Employer will recognize and bargain with the said Committee on any matter properly arising on negotiations for the renewal of this Agreement. If the current complement of bargaining unit employees increases and exceeds 120 bargaining unit employees, then the parties agree to increase the Union Negotiating Committee from 2 to 3 employees of the Employer.
- 6.08 The privileges of members of the Union Negotiating Committee to leave their work to attend at negotiations with the Employer are granted on the following conditions:
- a) There will be loss of regular pay;
 - b) Such business must be related to the negotiations between the Union and Employer.
- 6.09 The Union shall not conduct Union business or activities on Company time or premises without the permission of the Company. Such permission shall not be unreasonably withheld. The President of the Local and the National Representative of the Union shall be granted admission to the locations covered by this Agreement on the understanding that there shall be no interference with normal operations of business.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The purpose of this Article is to establish a procedure for the settlement of all grievances. A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 7.02 It is the mutual desire of the parties that complaints of employees be adjusted as

quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint within five (5) working days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the grievor.

7.03 Step One

If the complaint is not satisfactorily resolved within two (2) working days, the committee person will then submit the grievance in writing to the Supervisor/Manager. The Union Chairperson and/or Steward and/or the grievor and the appropriate Company Representative shall meet to discuss the grievance and the designated Company Representative shall give his/her decision in writing to the Union Chairperson within five (5) working days of the receipt of the grievance.

7.04 Step Two

Failing settlement at Step One, the Union may within five (5) working days refer the grievance to a meeting of the local members of the grievance committee and representatives of management, who shall meet within five (5) working days of the request for such meeting. The Union National Representative and/or President of the local union may be in attendance at this meeting. Management's decision relating to the grievance shall be in writing and, if not rendered during the conference, shall be rendered to the Chairperson of the Committee within five (5) working days after the holding of the conference. Either may waive the meeting at this step and proceed to Step Three.

If at any time during the first two steps of the Grievance Procedure, an agreeable solution is reached, written confirmation of the resolution will be signed by the Union Committee member, the grievor and the Company.

7.05 Step Three

If the decision at Step 2 of the grievance procedure is not satisfactory to the other party, the grievance may be referred to arbitration under Article 8 provided written notice is given within ten (10) working days following the decision.

7.06 The Union or the Employer may initiate a policy grievance beginning at Step Two of the grievance procedure. Such grievance shall be filed within seven (7) working days of the incident giving rise to the complaint and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration under Article 8 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The provisions of this paragraph 7.03 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 7 hereof shall not be by-passed.

7.07 No matter may be submitted to arbitration which has not been properly carried out through the grievance procedure within the time specified, providing that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specific time limits in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.

7.08 Settlement in any step of the grievance procedure shall be final and binding upon both parties to this Agreement and upon any employee affected by it. The

mandatory provisions of this Article 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing.

- 7.09 The discipline, discharge, or lay-off of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement unless the probationary employee is discharged or released for reasons which are discriminatory under the *Canadian Human Rights Act*. The Employer may waive the provisions of this Article without prejudice to its position regarding the implementation or application of this Article.
- 7.10 The time limits of the grievance procedure are mandatory and any extension of the time limits under the grievance procedure or for referring a grievance to arbitration must be made by mutual written agreement between the parties. In the event the grievor fails to appeal a grievance on a timely basis as provided herein, the grievance shall be considered null, void and at an end.
- 7.11 Grievances alleging improper suspension or discharge may be presented at the Second Step within five (5) working days of the suspension or discharge.
- 7.12 The grievance procedure shall apply with any necessary modifications to a group grievance, a Company or Union policy grievance, any of which may be presented at the Second Step of the grievance procedure.

ARTICLE 8 - ARBITRATION

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in this Agreement, and which has not been settled, will be referred to a single Arbitrator.
- 8.02 The parties agree to a process whereby a list of five (5) mutually agreeable arbitrators is established and an arbitrator is selected from the list on a rotational basis as required for grievances, based on the arbitrator's availability.
- 8.03 The decision of the Arbitrator shall be final and binding upon the parties hereto and any employee affected by it.
- 8.04 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.05 Each of the parties to this Agreement will jointly bear the expenses, if any, of the Arbitrator.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.01 An employee who is discharged or suspended shall be given a reasonable opportunity to meet with his steward before leaving the Employer's premises unless in the circumstances it is necessary to require the employee to leave the premises immediately. The employee shall be notified in writing of such discharge or suspension.
- 9.02 The Employer shall hold a meeting with an employee for the purpose of dispensing

discipline by way of a written warning, suspension, or discharge and the Employer shall inform the employee of the purpose of the meeting and his right to be represented by a Union Committee member at such meeting.

- 9.03 Disciplinary letters shall be removed from the employee's file after a period of twenty-four (24) months from the date of the discipline, provided there has been no intervening discipline of any kind. It is understood that for purposes of progressive discipline, the Employer will apply a discipline stream for culpable absenteeism separate from all other types of discipline.
- 9.04 In the event that a driver loses his/her AZ license as a result of non-work related circumstances, the Company will grant an unpaid leave of absence of up to twelve months.
- 9.05 The Company will endeavour to take disciplinary action within ten (10) working days from the date of the incident or the date upon which the incident became known to the Company. In the case of a preventable/non-preventable accident review, the Company will endeavour to take disciplinary action within thirty-one (31) calendar days of the accident.

ARTICLE 10 - SENIORITY

- 10.01 Newly hired employee drivers shall be on probation for a period of sixty (60) days' of work from the date of hire, exclusive of sick time, paid holidays, personal days or leaves of absences within a continuous period of twelve (12) months. During the probationary period, the employee shall have no seniority rights and shall be considered as being employed on a trial basis. There shall be no obligation on the Employer to retain the services of such employee or to re-employ him if he is laid-off or discharged during such period.
- 10.02 "Seniority" shall mean an employee's length of continuous service with the Employer in the classification of employee driver, from the employee's last date of hire and shall be expressed in terms of years or fractions thereof.
- 10.03 The fundamental rules respecting seniority are designed to give employee drivers an equitable measure of security based on continuous length of service with the company as an employee driver.
- 10.04 Seniority once established for an employee driver shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- a) If he voluntarily quits;
 - b) If he retires;
 - c) If he is discharged for cause and not reinstated through the grievance procedure;
 - d) If he fails to report for duty after a lay-off or leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted in accordance with the provisions of this Agreement;
 - e) If he is absent from work for three (3) or more scheduled working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer, unless in the circumstances, it was impossible for him to do so;
 - f) If he is laid-off from work for more than eighteen (18) months;

- g) Fails to return to work within ten (10) working days of being notified of recall
An employee shall be deemed to be notified of recall on the tenth (10th) day following the posting of a registered letter to that effect, addressed to the employee's most recent address on the Company's file. Note: It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number;
 - h) Fails to provide the Employer proof of valid and current driver's license when requested, if employed as a driver.
- 10.05 Employee drivers promoted, assigned, transferred, or appointed to supervisor positions or positions not covered by this Agreement will retain their seniority if the Employee returns to his former position within twelve (12) months, but will not accrue seniority when not in the bargaining unit.
- 10.06 In the event of a lay off which is deemed to be of a permanent duration, the Employer shall give affected employee driver(s) written notice in accordance with the provisions of the *Canada Labour Code*.
- 10.07 Except as provided in this Collective Agreement, an employee's seniority date shall be the date the employee commenced work as an employee driver. All employee drivers' names will appear on an employee drivers' seniority list, which will identify job classifications and be revised every six (6) months and posted on applicable notice boards. A copy of such list will be given to the Unit Chairperson.
- 10.08 Seniority Sequence
In the event that more than one employee driver starts work on the same date, seniority will be determined by the drawing of lots. First name drawn will be the most senior person, second name drawn the second most senior, and so on until all employees in the group receive their seniority order. The Union Chairperson or his/her designated representative will act as a witness to the draw.
- 10.09 The Union Committee will be retained in the employ of the Company within their classification during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available for which they are qualified, have the skill, ability, qualifications and are willing to perform as employee drivers.
- 10.10 The Company will provide the Union Chairperson with a list of employee drivers to be laid off or recalled, also any cancellation of such notices.
- 10.12 Bid Process – The parties agree that the Company has the right to establish work assignments and scheduled runs in accordance with its operational needs and requirements. The parties also agree that a bid process will be implemented and utilized every three (3) months wherein employee drivers will be able to bid on the work assignments and scheduled runs established by the Company, on the basis of seniority provided the employee driver has the necessary skill, ability and qualifications to perform the available work.

If at the time of the Bid Process, an employee driver is unqualified to perform the available work as a result of a loss his/her AZ license as a result of non-work related circumstances, the provisions of Article 9:04 above will apply; the employee driver will be deemed to be lay-off for a period of up to one year and will be recalled from lay off upon the employee driver's license being reinstated. In such circumstances, when the employee driver is recalled from lay-off, he will

displace the least senior employer driver in the bargaining unit and on the next scheduled Bid Process, bid on the basis of his seniority provided the employee driver has the necessary skill, ability and qualifications to perform the available work.

Lay-off and Recall

- 10.13 In the event of a lay-off, the Company shall lay-off employee drivers in the reverse order of their employee driver seniority within the bargaining unit, provided that the remaining employees have the skill, ability, and qualifications to perform the available work.
- 10.14 An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) if applicable, displace the least senior employee driver in the classification provided that the senior employee driver has the skill, ability, and qualifications to perform the available work.
- 10.15 An employee driver shall have opportunity of recall from a lay-off to an available opening for an employee driver in order of seniority, provided he or she has the skill, ability, and qualifications to perform the available work as an employee driver.
- 10.16 An employee driver whose position is eliminated or adversely impacted by a permanent reduction of hours or runs shall be deemed to be laid-off and shall have the right to either:
- (i) accept the lay-off; or
 - (ii) displace the least senior employee driver in the classification provided that the senior employee driver has the skill, ability, and qualifications to perform the available work.
- 10.17 For purposes of this Article, lay-off means a lay-off for more than five (5) working days.
- 10.18 Without impacting on management rights regarding hours of work or the establishment or assignment of shifts and solely for purposes of possible truck assignment, the Company and the Union agree that the Windsor operation is a two shift operation.

Regarding truck assignments, the parties agree that the following process will be utilized, at the discretion of the Company:

- a. the Company will afford the most senior employee driver on one shift and route to canvass employee drivers from the other shift that have a route that meets the schedule established by the Company for the two combined routes to be partnered on a truck (“Team”).
- b. this process may be utilized to establish as many Teams as may be operationally feasible and workable.
- c. subject to its operational needs and requirements, the Company will endeavour to assign trucks on a Team basis.

ARTICLE 11 - JOB POSTING; PROMOTION PROCEEDINGS

- 11.01 When a new job classification in the bargaining unit is added or when the Employer determines that employees *are required in the employee driver's classification*, the Employer will post a notice of the vacancy for a period of ten (10) days on a bulletin board. The notice will specify the nature of the job, the skill ability and qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify a desire by making application in the form supplied by the Employer in accordance with the provisions of the posting. The Employer will notify the successful candidate in writing of the selection along with a start date. Union Chairperson to receive copies of posting and all applicants and successful candidate.
- 11.02 Filling any posted vacancy under this Article, the Employer will first consider the requirements and efficiency of operations and secondly, the skill, ability and qualifications of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire.
- 11.03 If, within forty-five (45) working days of commencing work in the posted position, the successful applicant proves unsatisfactory or requests a return to his former position, the vacancy will be reposted.
- 11.04 Any *employee driver* who has successfully bid under this Article shall not be entitled to bid on a posted job before twelve (12) months from the date of a successful bid, except for the Bid Process pursuant to Article 10.12.
- 11.05 Any job which is vacant because of illness, accident, vacation, leave of absence, and temporary vacancies shall not be deemed to be vacant for the purposes of this Article.
- 11.06 Copies of all job postings shall be submitted to the Union Committee prior to the posting. The Employer will endeavour to provide forty-eight (48) hours' notice to the Union Committee prior to posting a job vacancy.
- 11.07 The Employer agrees to notify the Union in advance and will endeavour to provide at least fourteen (14) days' notice, of any significant operational changes the Employer has decided to make which will affect employees within the bargaining unit. The Employer also agrees to discuss these significant operational changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.
- 11.08 Temporary vacancies shall be vacancies expected to exist for sixty (60) days or less, except where such vacancies are as a result of employees being off on sick leave or vacation or as a result of an injury under the *Workplace Safety and Insurance Act*.
- 11.09 If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the job from which the employee has been transferred the employee shall receive his regular rate of pay during such temporary transfer.
- 11.10 When a new classification (which is covered by the terms of this Collective

Agreement) is established by the Employer; the Employer shall determine the rate of pay of such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be effective the date of the Arbitrator's award.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Company, the Union and employees in the bargaining unit will make reasonable efforts to comply in a timely manner with all applicable legislation pertaining to the health and safety of the employees at the Company.
- 12.02 The Union, the Company and employees in the bargaining unit agree to actively promote measures to assure the health and safety of all employees.
- 12.03 The parties agree to maintain a joint Health and Safety Committee in accordance with the Occupational Health and Safety provisions of the *Canada Labour Code*.
- 12.04 The Joint Health and Safety Committee shall consist of four (4) members, half of whom shall be employees of the Bargaining Unit chosen by the Union. The Joint Health and Safety Committee shall meet in accordance with the Occupational Health and Safety provisions of the *Canada Labour Code*.
- 12.05 The Committee shall have two (2) Co-Chairs, who shall rotate on a meeting basis, one (1) chosen by the Union and the other by the Company.
- 12.06 Each member of the Joint Health and Safety Committee shall receive minutes of the meetings, a copy of which shall be posted on the Bulletin Boards.
- 12.07 The Committee shall also have access to reports of current accidents/incidents upon request.
- 12.08 Time spent by members of the Committee in the course of their duties, shall be considered time worked and shall be paid at the applicable rate.
- 12.09 The Company and the Union will ensure that all employees are informed of their rights, duties and responsibilities under the Occupational Health and Safety provisions of the *Canada Labour Code*.
- 12.10 The Union members of the Joint Health & Safety Committee will be retained in the event of a lay-off provided that there is work available for which they have the necessary skill, ability and qualifications.
- 12.11 The Committee will decide on appropriate training as prescribed by the Occupational Health and Safety provisions of the *Canada Labour Code*.

ARTICLE 13 - NO DISCRIMINATION

- 13.01 The Employer and the Union agree that, in accordance with the provisions of the *Canadian Human Rights Act* there will be no discrimination or harassment against any employee.
- 13.02 The Employer agrees to have policies and procedures to deal with harassment. The policies and procedures will be part of the corporate policy and written copies shall be made available upon request. The Employer agrees to review and consult with the Union on policies and procedures dealing with workplace harassment.
- 13.03 The Employer and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the *Canadian Human Rights Act*.
- 13.04 Harassment may take many forms including verbal, physical or visual. It may involve a threat, an implied threat or be perceived as a condition of employment. All employees are expected to treat others with courtesy and consideration and to discourage discrimination and harassment.

Properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline that does not undermine the dignity of the individual is in no way to be construed as harassment.

Words or actions that disparage or cause humiliation to a person in relation to one of the prohibited grounds can occur in a variety of forms including remarks, gestures, graphics or jokes. Some examples of harassment are:

- a) Remarks, innuendoes, or taunting about a person in relation to his or her racial or ethnic background, colour, place of birth, religion, or any other prohibited grounds of discrimination;
 - b) Displaying material that is racist, derogatory or objectionable in relation to any of the prohibited grounds;
 - c) Refusing to converse or work cooperatively with an employee because of racial or ethnic background or any of the other prohibited grounds of discrimination;
 - d) Insulting gestures, graphics or jokes, based on a person’s sexual orientation or any other prohibited grounds.
- 13.05 If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Employer Policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

ARTICLE 14 - BULLETIN BOARD

- 14.01 The Committee will have the use of enclosed bulletin boards, which will be placed in conspicuous locations in the bargaining unit location for the posting of union notices. Such bulletin boards will be supplied by the Company and maintained by the Union, for the exclusive use of the Union.
- 14.02 The Employer agrees to allow the Union to utilize the Company mail slots for union communications provided that any communication placed in Company mail slots is done outside of work hours.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 The Employer does not guarantee to provide hours of work for an employee per day or per week or for any other period nor shall the following provisions be construed as a guarantee of work.
- 15.02 The hours of work and overtime regulations of the *Canada Labour Code* shall apply to all drivers. For purposes of clarity drivers will receive one and one-half (1 1/2) times their regular rate for all hours worked after sixty (60) hours per week with the week beginning on Sunday.
- 15.03 It is recognized by the parties that the needs of the business may require overtime work and that the jobs involved must be staffed by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer will endeavour to schedule overtime on a voluntary basis through a "sign-up sheet" which employees wishing to work on their days off will sign. Selection from the sign-up sheet will be on the basis of seniority. In the event that the Employer is unable to schedule overtime on a voluntary basis, the Employer will endeavour to schedule overtime in a reverse order of seniority, taking into account the particular circumstances of the situation requiring overtime and subject at all times to the Employer's operational needs and requirements.
- 15.04 The Employer will make available sign-up sheets for overtime/extra work. All employees who would like to make themselves available for work on their days off must sign the sign-up sheet by 4:00 p.m. Thursday, for work available the following week. When signing up for overtime/extra work, employee's will be required to indicate the day(s) of the week and time(s) of day they are available, in order to be eligible to be assigned overtime work. It shall be the responsibility of the employee to keep the Company informed of their current telephone number for the purpose of this Article.

It is the responsibility of each employee to ensure that making themselves available for overtime/extra work will not compromise their availability to cover their regular assigned routes and will keep them in compliance with MOT/DOT Hours of Service regulations. Overtime/Extra work will be assigned based on an employee's availability as indicated on the sign-up sheet, seniority weekly scheduled hours and normal route assignments. An employee will not be offered any extra work that conflicts with:

- (a) their scheduled route(s)
- (b) Company "Hours of Service" policies, or
- (c) MOT/DOT Hours of Service Regulations.

- 15.05 Should an employee's daily scheduled run(s) be cancelled, the Employer will endeavour to provide the employee with a replacement run, subject to its operational needs and requirements.
- 15.06 Any employee reporting for a scheduled shift assignment or compulsory meetings scheduled by the Employer will be guaranteed four (4) hours work or if no work is available will be paid four (4) hours at the applicable hourly rate. This reporting allowance will not apply if an employee has received prior notice not to report to work in accordance with Article 15.07.
- 15.07 All employees shall report to work at the beginning of their designated shift, to be determined by the Employer. Any deviations from the regular schedule will be communicated to the employee as soon as possible but with a minimum of one (1) hours' notice.

ARTICLE 16 - VACATIONS

- 16.01 A full-time employee who, on their anniversary hire date in each year has:
- a) Completed his probationary period but has less than 1 year of service with the Employer shall receive vacation pay in accordance with the provisions of the *Canada Labour Code*.
 - b) One (1) year or more of continuous service but less than five (5) years of completed continuous service with the Employer shall receive two (2) weeks' vacation per year with pay equal to four percent (4%) of the amount of the employee's total regular wages in the previous year.
 - c) Five (5) years or more of completed continuous service with the Employer shall receive three (3) weeks' vacation per year with pay equal to six percent (6%) of the amount of the employee's total regular wages in the previous year.
- 16.02 The Employer will endeavour to schedule an Employee's vacation taking into account the Employee's preference and seniority, subject at all times to the operational and program needs and requirements of the Employer.

No more than ten (10%) percent of the classification, by shift, shall be permitted to be scheduled for vacation during any production week. Solely for purposes of this paragraph, there are three (3) shifts with the following start times:

- Shift One – Start time between 6:00 a.m. and 12:00 p.m.;
- Shift Two – Start time between 12 p.m. and 9:00 p.m.;
- Shift Three – Start time between 9:00 p.m. and 6:00 a.m.

Notwithstanding the above provisions, a one (1) week compulsory vacation period will automatically be scheduled during the plant shut-down as determined by the Employer, with the exception of any needs the Employer may require to schedule during this period.

- 16.03 Employees going on vacation shall receive their vacation pay at their regular pay.
- 16.04 Vacation shall not be accumulative from year to year. It is compulsory for all employees to take their vacations in the current year.
- 16.05 For the purpose of utilizing vacation entitlement, the vacation year will be defined as the calendar year (January 1 – December 31).

16.06 It will be mandatory for an employee to take his/her vacation entitlement and pay within the defined twelve (12) month vacation year. The Company will post a vacation schedule by November 30th of each year. Employees wishing to select their vacation time preferences shall indicate their selection by signing the vacation schedule by December 15th. The Company shall post the results of the posting by January 15th of each year.

Vacation time shall be scheduled in blocks of one week. Once the vacation bid has been completed (January 15th) employees may request vacation time by one day increments.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 The following shall be recognized as holidays to be paid for on the basis of at the straight time hourly rate specified in this Agreement:

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

or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions.

* Recognized by agreement of the parties as a designated replacement for Remembrance Day pursuant to the Canada Labour Code.

17.02 In order to qualify for pay on a holiday, an employee must have been employed at least thirty (30) days at the time of a statutory holiday and must meet the provisions of the Canada Labour Code for holiday pay entitlement.

17.03 If any Employee is required to work on any of the holidays as designated, he will be paid in accordance with the Canada Labour Code.

17.04 Employees on vacation when a holiday occurs and who would otherwise have qualified for the holiday, will receive an extra day of paid vacation on a mutually agreed day.

17.05 The rate for the holiday will be calculated by taking the earnings for the previous two (2) pay periods (4 weeks) divided by twenty (20) days. If an *employee driver* did not work because his run was cancelled or on an automotive shutdown, this time will be excluded from the day's average.

ARTICLE 18 - LEFT BLANK

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 In the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, brother, sister, son or daughter in-law, current spouse's parent or sibling, an employee with seniority covered by this Agreement, will be granted, upon application, granted compassionate leave of three (3) full days without loss of pay or benefits to grieve and attend the funeral.

19.02 Employees shall not be paid pursuant to Article 19.01 for paid holidays, while on leave of absence, or for any other period during which they would not have worked.

ARTICLE 20 - JURY DUTY

20.01 An employee who is selected for service as a juror will be partially compensated for loss of pay from his regularly scheduled shift due to such jury service. Such compensation will be based on his regular scheduled hours at his regular straight time hourly rate less the fee received for his services as a juror for a period not to exceed five (5) working days.

20.02 In order for an employee to qualify for payment under this Article, he must:

- a) Inform his supervisor within twenty-four (24) hours of his selection as a juror;
- b) Provide a written statement to the Employer indicating the date of his service as a juror, the time so spent and the fee received for his services as juror;
- c) Have been scheduled to work for the period of the jury duty.

ARTICLE 21 - OTHER LEAVES

21.01 Personal Leave of Absence - Employees who have acquired seniority may be granted a Leave of Absence without pay provided the Employer is given at least four (4) weeks' notice of such request. At least one (1) full year must elapse between requests for Leave of Absence by the same employee. The Employer may waive the time limits for requests.

21.02 Child Care leave – Child care leave will be granted in accordance with the provisions of the *Canada Labour Code*.

21.03 Union Leave of Absence - The Employer will grant an unpaid leave of absence to not more than three (3) bargaining unit employees at any one time from the bargaining unit (2 from the employee driver classification and 1 from the owner/operator driver classification) for the purpose of attending union business to an aggregate maximum of fifteen (15) days (10 aggregate days for employee drivers and 5 aggregate days for owner/operator drivers) during each year of this Collective Agreement. The Employer shall be given twenty-one (21) days' notice in writing prior to the commencement of the function for which leave is requested and which request shall not be unreasonably denied provided that such leave does not interfere with the continuance of efficient operations of the Employer and subject at all times to the operational and business needs of the Employer. The Employer shall not incur any costs or expenses whatsoever as a result of such permission being granted. The Employee shall not suffer any loss of rights while on such leave.

21.04 Maternity Leave - Maternity leave will be granted in accordance with Federal Legislation.

21.05 Parental Leave - Parental leave will be granted in accordance with Federal Legislation.

21.06 Return to work following maternity or parental leave shall be as follows:

Every employee who takes a maternity or parental leave of absence from

employment under this Article is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced.

21.07 Benefits during maternity and parental leave shall be as follows:

- a. Benefit coverage shall be maintained for an employee while on maternity or parental leave in accordance with the provisions of the *Canada Labour Code*, as amended from time to time.
- b. An employee will be deemed to be in continuous employment during the period of maternity or parental leave in accordance with the provisions of the *Canada Labour Code*, as amended from time to time.

21.08 Any employee of the Company elected or appointed to a full-time position in the Local Union or National Union, Unifor will be granted a leave of absence without pay or benefits by the Company. Such leaves will remain in effect for the duration of such election or appointment.

21.09 Employees who are granted leave under section 21.08 shall have their seniority accrue while on such leave.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS

22.01 The Parties agree that during the term of the Collective Agreement the contribution to the premium cost for drivers in the active employ of the Employer under the insurance plans set out below shall be as follows:

- Employer – 60%
- Employee – 40%

22.02 The Employer agrees to continue the health and welfare benefit plans in force at the time of the signing of this Agreement for those employees who are not on strike or lay-off. Those employees on Workers Compensation will receive benefit entitlement in accordance with the provisions of the WSIA. The benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance and as listed in the Doug Coleman Trucking Employee Benefits Handbook as amended July 1, 2012.

22.03 Any dispute over payment of benefits under such plans or policies shall be adjusted between the full-time Employee and the insurer concerned. The Employer will use its best efforts to assist in the settlement of any such disputes.

22.04 Notwithstanding anything to the contrary in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The responsibility rests with the employee to complete all eligibility requirements of the existing carriers of all medical, health and welfare benefits under this Collective Agreement. Upon request the Employer shall provide details of the plans to the Union.

22.05 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred by each plan are not in total decreased.

ARTICLE 23 - LEFT BLANK

ARTICLE 24 - WAGES AND CLASSIFICATIONS

24.01 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 In circumstances of a technological change as defined in Section 51 of the Canada Labour Code, the Company and the Union will follow the relevant provisions of the Canada Labour Code in effect on the date of ratification of this Agreement.

ARTICLE 26 - PAY EQUITY

26.01 The Company and the Union agree to comply with any pay equity requirements that may exist under Section 11 of the Canadian Human Rights Act.

ARTICLE 27 - INJURY ON THE JOB

27.01 Employees who are injured at work and who are unable to continue at their job shall be paid their regular earnings for the balance of the shift on which the injury occurs.

ARTICLE 28 - PAYDAY

28.01 Bargaining unit members will be paid by automatic payroll deposit on a bi-weekly basis. Employee shall be provided a detailed spreadsheet showing daily times and earnings.

28.02 In the event that a payroll error of one-hundred dollars (\$100) gross pay or more on an employee's payroll deposit has occurred, the Company will make payment to the employee, in the form of a cheque, within two (2) business days of the issue having been brought to the attention of the Accounting Manager. Cheques will be made available at the Dispatch Office. Shortages of less than one-hundred dollars (\$100) gross pay that have been brought to the attention of the Accounting Manager at least five (5) business days prior to the next scheduled payroll deposit, will be corrected on the next scheduled pay.

ARTICLE 29 - TEMPORARY AGENCY DRIVERS

29.01 "Temporary Agency Drivers" shall be defined as personnel supplied from any source to replace regular bargaining unit employees who are not available for work, or to meet daily operational needs and requirements of the Company. Temporary Agency Drivers shall not be used to circumvent the hiring of full time permanent regular employees or if it results in the lay-off of employees in the bargaining unit or for the purpose of reducing any bargaining unit employee's regular hours of work.

29.02 A laid-off employee who is qualified and able will be given the first opportunity to perform the work, which would otherwise be assigned to a Temporary Agency Driver.

29.03 When the Company is seeking to hire full-time permanent employees, the Company will offer employment first to temporary agency drivers who are considered by the Company to be qualified and suitable for the position available.

ARTICLE 30 - PARKING

30.01 The Company will make available a suitable parking area for all employees at no cost to them provided that the owner of the facility and property continues to provide the Company with access to the parking area at no cost to the Company.

ARTICLE 31 - EQUIPMENT AND TOOLS

31.01 The Company agrees to supply at its expense all necessary tools and equipment, as it determines required and necessary.

31.02 It shall be the duty of each Employee to promptly report in writing to the Company all known defects in equipment on a form provided by the Company. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the Ministry of Transportation requirement.

The determination of, as well as the responsibility for all decisions in regards to the condition of equipment, shall rest with the senior qualified representative of the Company on the premises.

ARTICLE 32 - LUNCHROOM, WASHROOM AND FIRST AID

32.01 The Company will provide access to lunchroom facilities and washrooms provided that the owner of the facility and property continues to provide the Company with access to the lunchroom facilities and washrooms at no cost to the Company.

32.02 First aid equipment will be provided in the Dispatch Office.

ARTICLE 33 - PROTECTIVE CLOTHING

33.01 Clothing

The Employer will provide High Visibility Vests to employees to perform the duties of their jobs.

33.02 Footwear

CAS approved rubber-type sole, green patch, work shoes or work boots must be worn while on duty. The Employer will provide an annual total cost reimbursement of up to \$75.00. Receipts must be submitted prior to December 15 of each year to receive this reimbursement.

ARTICLE 34 - NATIONAL DAYS OF MOURNING

34.01 The Company agrees to allow employees one (1) minute's silence at 11:00 a.m. on April 28th and November 11th of each year in observance of those workers/soldiers killed on the job.

ARTICLE 35 - COPY OF AGREEMENT

35.02 The Company shall also supply a brochure describing the Company's applicable Health and Welfare benefit plan within 30 days of ratification and upon an employee completing his probationary period.

35.02 The Company will provide a copy of the Collective Agreement in booklet form to all Employees within ninety (90) days after the ratified draft Collective Agreement

has been approved and signed by both parties.

ARTICLE 36 - ADJUSTMENT PROPOSAL

36.01 In the event of a permanent discontinuance of business, and provided that Section 212 of the *Canada Labour Code* applies, the Company and the Union agree to follow the relevant Joint Planning Committee provisions set out in Section 214 of the *Canada Labour Code* in effect on the date of ratification of this agreement.

ARTICLE 37 - TERM OF AGREEMENT

37.01 This Agreement shall be effective from the date of ratification by the Union and continue in full force and effect for three (3) years and shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing to the other no less than thirty (30) days nor more than ninety (90) days prior to the expiry date of this Agreement give notice in writing to the other party that it desires to amend or terminate this Agreement.

For
Doug Coleman Trucking Ltd
John Done
Doug Coleman
Frank Angeletti

For
Unifor
Thomas Owen
Gary Kovacevic
Dan Borthwick
Len Poirier

SCHEDULE "A"

CLASSIFICATIONS AND RATES OF PAY FOR EMPLOYEE DRIVERS

Effective with the commencement of the first pay period after the date of ratification, the Employer agrees implement the following wage increases to the current hourly employee driver wage rate:

- First year of Collective Agreement - \$0.50 increase (new rate – \$17.75/hour)
- Second year of Collective Agreement - \$0.40 increase (new rate - \$18.15/hour)
- Third Year of the Collective Agreement - \$0.35 increase (new rate - \$18.50/hour)

NOTE: New Drivers who commence employment with the Doug Coleman Trucking which have less than one (1) year of verifiable tractor/trailer experience will be paid at the rate of \$16.25/hour until such time the driver attains one (1) year of verifiable tractor/trailer experience with Doug Coleman Trucking, at which time he will be paid the regular driver hourly wage rate.

NOTE: The Company agrees to pay an employee driver appointed as a lead hand by the Company, a lead hand premium of \$1.00/hour.

FLAT RATE ROUTES

1. The following criteria will be used to determine the "Total Hours" for flat rate routes:
 - People Net Log In (5 Minutes);
 - Pre-trip (15 minutes for Tractor-Trailer drivers and 10 minutes for

- Straight Truck drivers);
- Drive time and deliver time and pick up time;
 - Lunch and breaks will be considered for the route but will be unpaid;
 - Post –trip / Paperwork / People Net log out (total of 15 Minutes);
 - Fueling (if applicable – 15 minutes

The total of all of the above = “Total Hours”

The flat rate for the route will be determined by multiplying the Total Hours as established above by the applicable hourly rate for employee drivers.

2. To establish a flat rate for a new route, twenty (20) consecutive days, as determined by the Employer, shall be used in the calculation from all drivers on that route. The calculation will be determined using the truck satellite system and route trip sheets as reference documents if required.
3. An employee driver may request a “route review” semi-annually. Such route review will be conducted by the Employer based on exiting applicable data and information from any consecutive 20 days in the preceding six (6) month period. The route review will be completed by the Employer within 20 days of the request. If an adjustment is made and it results in an increase or decrease in the rate then such adjustment will be effective on the next scheduled pay period following completion of the route review.

The Employer may conduct a route review at any time in accordance with its operational needs and requirements.

4. If an employee does any work for the Employer, before, during and after their flat rate route work, which is not included in the flat rate for the route and is performed and/or completed outside of any flat rate route work, s/he will be paid for such work on the basis of the employee driver hourly rate subject to the completion and submission of an “Internal Sheet”. If the Company disputes the submitted Internal Sheet, it will discuss the matter with the employee driver and advise him/her of the reason for the dispute.
5. If an employee driver works more than 60 hours in a week, he shall be paid overtime in accordance with the provisions of the *Canada Labour Code*.

APPENDIX “A”

TERMS AND CONDITIONS APPLICABLE TO WINDSOR BARGAINING UNIT OWNER/OPERATOR DRIVERS

The parties agree that the following terms and conditions will apply to Owner/Operators drivers operating out of the Company’s Windsor terminal.

The parties agree that the terms and conditions of the Contractor’s Agreement entered into between the Company and an Owner/Operator and the Vehicle Lease Agreement between D. C. Leasing Limited and an Owner/Operator shall continue to apply and be in full force and effect.

The parties agree to apply and interpret the provisions in Appendix “A” in support of the

stated agreement as noted above.

1. There shall be two classifications and two separate seniority lists for owner/operator drivers as follows:
 - a. owner/operator tractor trailer drivers; and
 - b. owner/operator straight truck drivers.
2. During the term of this Collective Agreement, the Company shall engage the services of the owner/operator driver certain delivery and/or pick-up services to such Company accounts or clients as the Company may determine from time to time to form a part of an owner/operator driver's delivery route as determined by the Company.
3. As part of the services, the owner/operator driver shall provide to the Company a vehicle owned or leased by the owner/operator driver. In providing such services to the Company, the owner/operator driver shall provide safe, prompt and efficient service and shall at all times act in the best interests of the Company.
4. The Company shall pay the owner/operator driver, the agreed upon percentage (%) of the Company Revenue Rate for the supply services and the said vehicle to complete services required by the Company for the pick-up and/or delivery of parcels, letters and materials and to enhance the goodwill of the Company by all appropriate means.
5. The owner/operator driver, in consideration of the payment hereof shall supply his vehicle, which shall be of a type acceptable to the Company at the disposition of the Company for the purpose of delivery and/or pick-up of parcels, letters and materials and in addition to maintain and enhance the goodwill of the Company by all appropriate means. The owner/operator driver shall be solely responsible for providing a substitute vehicle in the event of accident or mechanical failure to the owner/operator driver's primary vehicle.

In the event that the Company assigns a driver to drive the owner/operator's vehicle and such company assigned driver is involved in an accident and which causes damages, the Company agrees to assume the owner/operator's deductible insurance costs associated with the accident/ damages caused by the Company assigned driver.

6. The owner/operator driver shall ensure that the said vehicle has all appropriate licensing as required by provincial and municipal laws and by-laws.
7. The owner/operator driver shall permit such Company advertising, decals or trademarks and marks to be placed upon the vehicle as the Company may require, with the cost of same to be paid by the Company, and the owner/operator driver agrees that no other names or advertising of any nature or kind shall be attached to or painted on the vehicle without first obtaining the consent of the Company. The owner/operator driver agrees that when he ceases, for any reason, to be an owner/operator driver for the Company, all Company advertising, decals or trademarks and marks that had been placed upon the vehicle, shall be removed by the Company, at its cost, at its London facility.

In the event that an owner/operator driver ceases to be an owner/operator driver for any reason, within one (1) year from his start date as an owner/operator driver, he

shall repay, through payroll deduction, the installation and removal costs of the on-board satellite system in the sum of \$500.00. This provision will apply to owner/operator drivers hired after March 7, 2014.

8. The owner/operator driver shall ensure that the said vehicle is insured and covered as part of the Company insurance plans and will pay the applicable rates for such insurance coverage.
9. The owner/operator driver shall abide by all orders, rules, laws, by-laws and regulations applicable to the operation of a motor vehicle in general, and a delivery vehicle in particular, and shall pay all fines, assessments and penalties resulting from the breach of any such order, rule, law, by-law or regulation.

The Company agrees to provide the owner/operator driver with notice of all fines, assessments and penalties to be deducted from any monthly payments payable to an owner/operator driver.

10. A Straight Truck owner/operator driver shall assume full responsibility up to \$1,500.00 and a Tractor Trailer owner /operator driver shall assume full responsibility up to \$2,500.00, for any cargo, or material that is entrusted to him and is being delivered by him and shall reimburse the owner of such cargo or material for any loss or damage incurred or shall reimburse the Company, should the Company pay for the same on behalf of the owner/operator driver. The Company agrees not to pay any claim or make any settlement without first having consulted the owner/operator driver involved and having advised him of the Company's intention to settle and/or pay the claim.
11. The Company shall retain sole and exclusive jurisdiction to determine the nature and extent or the structure of the route to be serviced by the owner/operator driver.

The Company agrees to provide notification to owner/operator drivers of any changes to runs/routes, which will impact the revenue received by the owner/operator from such runs/routes.

12. The owner/operator shall comply with all statues, regulations and rules of provincial and federal government and regulatory agencies.
13. The owner/operator driver agrees to abide by any current or future company operating rules, policies or guidelines as developed and distributed to the owner/operator driver by the Company from time to time.
14. The owner/operator driver shall own or lease and maintain in such proper condition and appearance a vehicle as required by the owner/operator to perform the work and services.
15. The owner/operator driver undertakes and agrees to defend and indemnify the Company and hold the Company harmless from any liability on the part of the Company, under the *Income Tax Act*, *Canada Pension and Unemployment Insurance Act*, or any other statute, including, without limitation, any employment benefits statute, to make contributions, withhold or remit any monies or make any deductions from payments or to pay any related interest or penalties, with respect to any payments made to the owner/operator driver in connection with the performance of the services by the owner/operator driver.

16. Only the following terms, conditions and provisions of the Collective Agreement between the parties will apply to owner/operator drivers employed by the Employer.

In the event of a conflict between a term and condition in the Collective Agreement and this Appendix "A" the terms and conditions of Appendix "A" will apply and supersede the provisions of the Collective Agreement.

Article 1 – Purpose

Article 2 – Scope and Definitions

Article 3 – Strikes and Lockouts

Article 4 – Union Security

Article 5 – Management Rights

Article 6 – Union Representation

Article 7 – Grievance Procedure

Article 8 – Arbitration

Article 9 – Discharge and Discipline

Article 12 – Health and Safety

Article 13- No Discrimination

Article 14 – Bulletin Board

Article 21 – Other Leaves

Article 23 – Term of Agreement

Article 25 – Technological Change

Article 26 – Pay Equity

Article 27 – Injury on the Job

Article 30 – Parking

Article 32 – Lunchroom, Washroom and First Aid

Article 34 – National Day of Mourning

Article 35 – Copy of Agreement

Article 36 – Adjustment Proposal

Letter of Understanding – Women's Advocate

Letter of Understanding – Violence Against Women

Letter of Understanding – Accommodation

Letter of Understanding – Reinstated Grievances

17. The following additional terms, conditions, provisions and articles will apply only to owner/operator drivers of the Employer.

ARTICLE 10 - SENIORITY

- 10.01 Newly hired owner /operator drivers shall be on probation for a period of sixty (60) days' of active services/work from the date hired as an owner/operator driver, within a continuous period of twelve (12) months, unless the owner/operator driver was previously employed by the Company as an employee driver, in which case the probationary period will be waived.

During the probationary period, the employee shall have no seniority rights and shall be considered as being employed on a trial basis. There shall be no obligation on the Employer to retain the services of such employee or to re-employ him if he is laid-off or discharged during such period.

- 10.02 "Seniority" shall mean an owner/operator driver's length of continuous service with the Company from the owner/operator driver's start date with the Company either as an employee driver or owner/operator and shall be expressed in terms of

years or fractions thereof.

- 10.03 The fundamental rules respecting seniority are designed to give owner /operator drivers an equitable measure of security based on continuous length of service with the company as either an owner /operator tractor trailer driver or owner/operator straight truck driver.
- 10.04 Seniority once established for an owner /operator driver shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- a) If he voluntarily quits as an owner/operator driver. In this event, if the owner /operator driver then wishes to become an employee driver, he must make application for employment and if so employed will be treated as a new hire with no seniority or service. This provision will apply to owner/operator driver's who quit and seek to become employee drivers after March 7, 2014;
 - b) If he retires;
 - c) If he is discharged for cause and not reinstated through the grievance procedure;
 - d) If he fails to report for duty after a lay-off or leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted in accordance with the provisions of this Agreement;
 - e) If he is absent from work for three (3) or more scheduled working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer, unless in the circumstances, it was impossible for him to do so;
 - f) If he is laid-off from work for more than eighteen (18) months;
 - g) Fails to return to work within ten (10) working days of being notified of recall. An employee shall be deemed to be notified of recall on the tenth (10th) day following the posting of a registered letter to that effect, addressed to the employee's most recent address on the Company's file. Note: It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number
 - h) Fails to provide the Employer proof of valid and current driver's license when requested, if employed as a driver.
- 10.05 Owner /operator drivers promoted, assigned, transferred, or appointed to supervisor positions or positions not covered by this Agreement will retain their seniority if the Employee returns to his former position within twelve (12) months, but will not accrue seniority when not in the bargaining unit.
- 10.06 In the event of a lay off which is deemed to be of a permanent duration, the Employer shall give affected owner /operator driver(s) written notice in accordance with the provisions of the *Canada Labour Code*.
- 10.07 Except as provided in this Collective Agreement, an employee's seniority date shall be the date the employee commenced work within the classification. All owner /operator drivers' names will appear on either the owner /operator tractor trailer drivers' seniority list or the owner/operator straight truck driver *seniority list*, and be revised every six (6) months and posted on applicable notice boards. A copy of such list will be given to the Unit Chairperson.
- 10.08 Seniority Sequence
In the event that more than one owner /operator driver starts work on the same date

in the same classification, seniority will be determined by the drawing of lots. First name drawn will be the most senior person, second name drawn the second most senior, and so on until all employees in the group receive their seniority order. The Union Chairperson or his/her designated representative will act as a witness to the draw.

- 10.09 The Union Committee will be retained in the employ of the Company within their classification during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available for which they are qualified, have the skill, ability, qualifications, equipment and are willing to perform work as owner /operator drivers.
- 10.10 The Company will provide the Union Chairperson with a list of owner /operator drivers to be laid off or recalled, also any cancellation of such notices.
- 10.12 Bid Process – The parties agree that the Company has the right to establish work assignments and scheduled runs in accordance with its operational needs and requirements. The parties also agree that a bid process will be implemented for new or vacant owner /operator drivers’ runs within each classification, wherein owner/operator drivers will be able to bid on the work assignments and scheduled runs established by the Company, on the basis of seniority within their respective classification provided the employee has the necessary skill, ability, qualifications and equipment to perform the available work.

Lay-off and Recall

- 10.13 An owner/operator driver who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) if applicable, displace the least senior owner/operator driver in the applicable owner/operator driver classification provided that the senior owner/operator driver has the skill, ability, qualifications and equipment to perform the available work in that classification.
 - (iii) if applicable, displace the least senior employee driver in the employee driver classification, provided that the owner/operator driver has the skill, ability and qualifications to perform the available work in that classification.
- 10.14 An owner/operator driver shall have opportunity of recall from a lay-off to an available opening in the applicable owner/operator driver classification in order of seniority, provided he or she has the skill, ability, qualifications and equipment to perform the available work in that classification.
- 10.15 An owner/operator driver whose position is eliminated or adversely impacted by a permanent reduction of hours, runs or revenue from the runs/routes serviced by the owner/operator shall be deemed to be laid-off and shall have the right to either:
- (i) accept the lay-off; or
 - (ii) displace the least senior owner/operator driver in the applicable owner/operator driver classification provided that the senior owner/operator driver has the skill, ability, qualifications and equipment to perform the available work in that classification.
 - (iii) if applicable, displace the least senior employee driver in the employee driver classification, provided that the owner/operator driver has the skill, ability and qualifications to perform the available work in that classification.

10.16 For purposes of this Article, lay-off means a lay-off for more than five (5) working days.

ARTICLE 11 - JOB POSTING; PROMOTION PROCEEDINGS

11.01 When a new owner/operator driver runs/routes are added, or when there are vacant owner/operator driver runs/routes which the Employer decides to fill or post, the Employer will post a notice of the vacancy for a period of ten (10) days on a bulletin board. The notice will specify owner/operator driver run/route, the skill, ability, qualifications and equipment required and the % rate of revenue for such run/route. An owner/operator driver or employee driver who wishes to be considered for the owner/operator driver posting shall signify a desire by making application in the form supplied by the Employer in accordance with the provisions of the posting. The Employer will notify the successful candidate in writing of the selection along with a start date. Union Chairperson to receive copies of posting and all applicants and successful candidate.

11.02 Filling any posted vacancy under this Article, the Employer will first consider the applications owner/operator drivers of the Employer and the requirements and efficiency of operations and secondly, the skill, ability, qualifications and equipment of the owner/operator driver to perform the normal required work and where these are relatively equal, seniority shall govern. If the posting is not filled by an owner/operator driver, the Company will then consider any applications from employee drivers on the basis of first considering the requirements and efficiency of operations and secondly, the skill, ability, qualifications and equipment of the employee driver to perform the normal required work and where these are relatively equal, seniority shall govern. If the posting is not filled as a result of this process or if no suitable applications are received, the Employer reserves the right to hire from outside of the bargaining unit and will give prior consideration to owner/operator drivers and/or employee drivers employed by the Company at its other facilities or locations.

11.03 If, within forty-five (45) working days of commencing work in the posted position, the successful applicant proves unsatisfactory or requests a return to his former position, the vacancy will be reposted.

11.04 Any owner/operator driver or employee driver who has successfully bid under this Article shall not be entitled to bid on a posted job before twelve (12) months from the date of a successful bid, except with the Employer's permission.

ARTICLE 15 - HOURS OF WORK

15.01 The Employer does not guarantee to provide hours of work for an owner/operator driver per day or per week or for any other period nor shall there be a guarantee of work.

15.02 Should an owner/operator driver's daily scheduled run(s) be cancelled, the Employer will endeavour to provide the owner/operator driver with a replacement run, subject to its operational needs and requirements.

15.03 The parties agree that the current arrangements for hours of work and overtime in effect for owner/operators as of the date of ratification will continue for the term of this Collective Agreement.

ARTICLE 16 - VACATIONS

16.01 In the event that an owner/operator driver wishes to book a leave of absence for vacation purposes, he shall make such request on a form to be provided by the Employer. Such request will not be unreasonably denied but shall be subject to the Employer's operational needs and requirements.

ARTICLE 17 - STATUTORY HOLIDAYS

No statutory holidays or statutory holiday provisions shall apply to or be applicable for owner/operator drivers.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 In the event that an owner/operator driver wishes to book a leave of absence for bereavement leave purposes, he shall make such request on a form to be provided by the Employer. Such request will not be unreasonably denied but shall be subject to the Employer's operational needs and requirements.

ARTICLE 20 - JURY DUTY

20.01 In the event that an owner/operator driver wishes to book a leave of absence for jury duty purposes, he shall make such request on a form to be provided by the Employer. Such request will not be unreasonably denied but shall be subject to the Employer's operational needs and requirements.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS

22.01 Owner/operator drivers will obtain and pay through the Employer pay deduction program for benefit coverage from the National Auto League Plan for truck drivers.

ARTICLE 24 - WAGES AND CLASSIFICATIONS

24.01 The job classifications and % of revenue rate received by the Company from a client for the specified run/route ("Company Revenue Rate") for owner/operator drivers shall be as follows:

- a. Owner/Operator Tractor Trailer Drivers:
67% of the Company Revenue Rate
- b. Owner/Operator Straight Truck Drivers:
74% of the Company Revenue Rate

24.02 The Company agrees to provide to an owner/operator driver, within seven (7) days of a request by an owner/operator driver, verification of the revenue received by the Company for a specified run/route serviced by the owner/operator driver.

24.03 Owner/operator drivers shall be responsible for payment of all repairs to their vehicles performed through the Company along with the associated 10% surcharge cost (to a maximum of \$200.00 per invoice) along with payment for rentals, washes and advances. Those owner/operator drivers who lease vehicles from DC Leasing, will be charged an administrative fee of \$75.00 per month in addition to the agreed upon vehicle lease costs. The owner/operator driver authorizes the repayment of any such amounts from any monthly monies due and owing by the Company to the owner operator driver for services rendered.

ARTICLE 28 - PAYDAY

- 28.01 Owner/operator drivers will be paid no later than the 10th business day of the following month for which work was performed and appropriate documentation submitted by the owner/operator to the Employer.
- 28.02 In the event that a payroll error of one-hundred dollars (\$100) or more on an owner/operator driver's payment has occurred, the Employer will make payment to the owner/operator driver, in the form of a cheque, within two (2) business days of the issue having been brought to the attention of the Accounting Manager. Cheques will be made available at the Dispatch Office. Shortages of less than one-hundred dollars (\$100) that have been brought to the attention of the Accounting Manager at least five (5) business days prior to the next scheduled payroll deposit, will be corrected on the next scheduled pay.

ARTICLE 29 - TEMPORARY AGENCY DRIVERS

- 29.01 No temporary agency drivers' provisions shall apply to or be applicable for owner/operator drivers.
- 29.02 The Company agrees that no temporary agency drivers will be assigned to drive owner/operator equipment unless there are no employee drivers readily available.

ARTICLE 31 - EQUIPMENT AND TOOLS

- 31.01 The Company agrees to supply and maintain, as deemed necessary by the Company, safety equipment for vehicles supplied by owner/operator drivers to service the runs/routes.

ARTICLE 33 - PROTECTIVE CLOTHING

- 33.01 Clothing
The Employer will provide High Visibility Vests to owner/operator drivers to perform the duties of their jobs
- 33.02 Footwear
CAS approved rubber-type sole, green patch, work shoes or work boots must be worn while on duty.

LETTERS OF UNDERSTANDING

1. LETTER OF UNDERSTANDING - WOMEN'S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with other women matters relating to violence or abuse at home. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with such issues.

For this reason, the parties agree to recognize that the role of a Women's Advocate will be served by a Unifor female member of the Local Union, at no cost to the Employer. The trained Unifor Local Union Women's Advocate will meet with female members of the Employer as may be required to discuss or deal with such issues or problems with them

and refer them to the appropriate agency when necessary.

The Unifor Local Union Women's Advocate will develop appropriate communications to inform female employees about the role of the Women's Advocate and resources that may be available in the community to assist the female members including the Employer's Employee Assistance Program.

2. LETTER OF UNDERSTANDING - VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

3. LETTER OF UNDERSTANDING - ACCOMMODATION

In accordance with the provisions of the *Canadian Human Rights Act*, accommodation is the responsibility of the Employer, the Union and the employee. When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with representatives of the Union to discuss the circumstances surrounding the employee's return to suitable work. The Employer will notify the Union when the employee has accepted suitable work. The Employer will commit to review positions within the bargaining unit for suitable work prior to a review of all vacant positions within the Employer.

4. LETTER OF UNDERSTANDING - SUBPOENAED AS A WITNESS

In the event an employee is subpoenaed to testify as a Company witness for any criminal or civil proceedings involving the Company, the Company will compensate the employee the wages the employee would have been paid had he/she reported for work as scheduled.

5. LETTER OF UNDERSTANDING - REINSTATED GRIEVANCES

During negotiations the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violation of the fundamental principles of collective bargaining.

However, in those instances where the National Union (UNIFOR-Canada), by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Manager, Staff Labour relations in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievances that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement 'of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, Provincial, or Municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Appeal Board or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Appeal Board decisions or other grievance resolutions.

It is understood this letter and the Company's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days' notice in writing to the other.

6. LETTER OF UNDERSTANDING - JOB POSTINGS AT OTHER UNIFOR UNIONIZED LOCATIONS OF THE EMPLOYER

The Employer agrees that drivers within this bargaining unit may apply for job postings at other Unifor unionized locations of the Employer and that such employees will be considered for any such job postings in priority to any external hires by the Employer.

7. LETTER OF UNDERSTANDING - PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund a lump sum payment of \$1000.00 per year of the Agreement for the purpose of providing paid education leave. Said paid education will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions.

Such monies to be paid on a yearly basis into a Trust Fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor PEL Training Fund
205 Placer Court
Toronto, ON
M2H 3H9

The Employer further agrees that member of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

8. LETTER OF UNDERSTANDING - PRIOR DISCIPLINE AS OF THE DATE OF RATIFICATION

The Employer agrees that, on a one-time basis, all prior discipline on file as of the date of ratification shall be removed from those current employees as of the date of ratification.

9. LETTER OF UNDERSTANDING

All outstanding issues regarding Statutory Holiday Pay and Overtime Pay in accordance with the provisions of the Canada Labour Code since the date of certification [Date] have been resolved between the parties. The Union, as bargaining agent for the drivers at Windsor agrees to write a letter to the Government of Canada, Labour Standards Branch, Kim Pryslak, Labour Affairs officer, Dominion Public Building 505-457 Richmond Street, London Ontario, N6A 3E3 advising Kim Pryslak that he Union is the bargaining agent for all drivers of Doug Coleman Trucking Ltd. at the facility in Windsor Ontario since March 12, 2013 and that as part of the current round of collective bargaining and conclusion of a Collective Agreement all issue regarding Statutory Holiday Pay and Overtime Pay in accordance with the provisions of the Canada Labour Code since the date of certification March 12, 2013 have been resolved between the parties in relation to the bargaining unit employee drivers and owner/operator drivers.

10. LETTER OF UNDERSTANDING - OWNER/OPERATOR DRIVERS - CARTAGE RATE

When an owner/operator drive is directed to perform work outside of his regular route, he will be paid a cartage rate as follows:

- a. Tractor-Trailer drivers – 67% of \$55.00 = \$36.85/hour
- b. Straight Truck drivers – 74% of \$40.00 = \$29.60/hour

after the completion of an Internal Sheet that is approved by the Company.

11. LETTER OF UNDERSTANDING - DRUG TESTING

The Company agrees to pay to employee drivers and owner/operator drivers who attend drug and alcohol testing as required or mandated, a flat amount of \$25.00. This provision will not apply to employee drivers operating Hourly Run routes on the day scheduled to attend drug and alcohol testing.

12. LETTER OF UNDERSTANDING - FAST CARDS

The Company agree to reimburse an employee driver the one time sum of \$50.00, during the term of this Collective Agreement for the renewal of a Fast Card by the employee driver provided that the employee driver:

- a. submits the receipt for the renewal cost of the Fast Card by December 15 of the year he renews the Fast Card;
- b. has completed his probationary period;
- c. must be an active employee driver; and
- d. the receipt for reimbursement must be for a renewal subsequent to the date of ratification of the Collective Agreement.