

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**DIRECT GENERAL PARTNER CORPORATION**  
**On Behalf Of**  
**DIRECT LIMITED PARTNERSHIP**  
**Operating As**  
**DIRECT TRANSPORT (Winnipeg Division)**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE**  
**TRANSPORTATION AND GENERAL WORKERS**  
**UNION OF CANADA (CAW-CANADA) LOCAL 4209**



**May 14, 2010 - May 13, 2013**

**08938 (07)**

## TABLE OF CONTENTS

Definitions: .....	1
Article 1 - Scope.....	2
Article 2 - Management Rights .....	2
Article 3 - Promotion And Seniority .....	3
Article 4 - Discipline And Discharge .....	7
Article 5 - Grievance Procedure And Arbitration .....	8
Article 6 - Leave Of Absence .....	10
Article 7 - Bereavement Leave.....	10
Article 8 - Jury Duty.....	11
Article 9 - Hours Of Work.....	12
Article 10 - Statutory Holidays.....	15
Article 11 - Vacations.....	17
Article 12 - General .....	18
Article 13 - Wage Scale.....	23
Article 14 - Health And Welfare Plan .....	25
Article 15 - Union Security .....	26
Article 16 - Maternity/Parental/Compassionate Leave.....	27
Article 17 - Health And Safety.....	28
Article 18 - Duration .....	28
Schedule "A" .....	30
Appendix 1 .....	31
Letter Of Understanding #1 - Home Depot.....	35
Letter Of Understanding #2 - Labour Management Committee .....	36
Letter Of Understanding #3 - Overtime Provisions .....	37
Letter Of Understanding #4 - Employees Under Old Canada Messenger Agreement.....	38
Letter Of Understanding #5 - Motor Coach Industries .....	39
Letter Of Understanding #6 - Western Grocers .....	40
Letter Of Understanding #7 - Workplace Harassment.....	41
Letter Of Understanding #8 - Flat Rated And Other Special Runs.....	44
Letter Of Understanding #9 - Fast (Free And Secure Trade) Card Program .....	46
Letter Of Understanding #10 - Driver Training Programs.....	47
Letter Of Understanding #11 - Drivers From Third Party Driver Service Firms.....	48
Letter Of Understanding #12 - Training Programs And Vehicle Maintenance .....	49
Letter Of Understanding #13 - Brandon Canadian Tire Run .....	50
Letter Of Understanding #14 - Regina Vitran Sit And Wait Run .....	51
Letter Of Understanding #15 - Unisource .....	52
Letter Of Understanding #16 - Vitran Turnpikes.....	53
Letter Of Understanding #17 - Praxair.....	54

WHEREAS it is the declared policy of the Company to establish in its Trucking business, the best possible working conditions with a wage scale as high and employment as continuous as general business conditions and competitions permit, in the belief that such policy is conducive to the best interest of both the Company and its employees; and

WHEREAS certain of the Company's employees are members of the Union and have authorized the Union to negotiate on their behalf with the Company regarding rates of pay, hours of service and working conditions; and

WHEREAS the Union as representing the employees, declares as its object through the best amicable relations most satisfactory relationships between Company and employees.

**DEFINITIONS:**

1. "The Company" shall mean and refer to Direct General Partner Corporation on behalf of Direct Limited Partnership operating as Direct Transport (Winnipeg Division).
2. "The Union" shall mean and refer to the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 4209.
3. "The Bargaining Committee" shall mean and refer to members in a ratio of one (1) member for every thirty-five (35) employees.
4. "Drivers" shall mean and refer to an employee who is in charge of and operates a motor vehicle such as a truck, *semi-trailer*, tractor for hauling trailers, etc.
5. "Bargaining Unit" shall refer to *all* employees covered by the governing certificate or specifically included in the agreement.
6. "A week" is defined as the period between midnight on Saturday and midnight on the immediately following Saturday unless otherwise indicated.
7. "A common-law spouse" shall mean a person, who although not legally married to the other person, cohabits with that other person as the spouse of that other person, or lives with that other person as a spouse and has the general reputation as such in the community in which they live.
8. "A contract position" shall refer to all contracts where a driver is dedicated to a single customer or multiple customers for not less than twenty-five (25) hours per week (on average in a floating two (2) month period).

An employee in a "contract position", who does not receive full daily nine (9) hours or weekly forty (40) hours, has the option to go to *the* Spareboard to make up the remaining hours in that week in accordance with their seniority and the Spareboard Rules. In calculating whether forty (40) hours are attained in a week, for the purpose of this article,

all anticipated run times and actual hours paid by the hour will be counted towards a driver's weekly hours.

To exercise this option, it is the drivers' responsibility to advise Dispatch that they are:

- (a) available for any additional work/hours that day/week, or
  - (b) available for additional hours in their contract position only.
9. "A Spareboard driver" is an employee who is not working a contract position under a posting or on the basis of a temporary vacancy.
10. A "Restricted Spareboard driver" ("Restricted driver") shall be a employee who gives written notice to the Company and the Union that;
- (a) he is not available for full time/regular employment:
  - (b) he is limiting his *availability* to either a particular shift *or* shifts or a number of days **per** week, and
  - (c) he is waiving all the rights of a Spareboard employee except those specifically reserved for Restricted drivers under Appendix I.
11. "A peddle run" shall mean a highway run without a layover outside the City of Winnipeg (beyond a radius of forty (40) miles) which:
- (a) when calculated on the basis of an average run at the applicable mileage rate, and the hourly rate, is such that the hourly pay for an average run is higher, or
  - (b) has a return trip mileage of less than 325 miles except those runs specifically excluded in this Agreement.

## **ARTICLE 1 - SCOPE**

1.01 This Agreement shall cover rates of pay, hours of service and working conditions governing the employment by the Company of employees in the bargaining unit.

1.02 New classifications and wage scales may be added to the bargaining unit from time to time when mutually agreed upon by the Company and the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 (a) The direction of the workforce, including the right to: plan, direct and control operations; maintain discipline and efficiency; require employees to observe Company rules and regulations; hire; promote; demote; transfer; discipline and discharge for just and sufficient cause, assign working hours; generally manage the enterprise in which the Company is engaged, and, without limiting the

generality of the foregoing, determine the number of employees required, and the methods, procedures, materials and equipment to be used, and all other matters concerning the administration and operation of the business not otherwise dealt with elsewhere in this agreement, shall be solely vested in the Company, except where specifically taken away by the terms of this Agreement.

- (b) In administering the Collective Agreement the Company agrees to act reasonably, fairly and in a manner consistent with the Collective Agreement as a whole.

### **ARTICLE 3 - PROMOTION AND SENIORITY**

- 3.01 An employee shall serve a probationary period of five (5) months from date of hire. The employee shall not attain seniority until the expiration of the probationary period when his seniority shall be effective from the original date of employment. The employee's performance will be reviewed after three (3) months from date of hire and the employee will be advised of the results of the review in writing with a copy sent to the Local Union Office.
- 3.02 If found unsuitable a probationary employee may be dismissed and will have the right to grieve the dismissal only if it is arbitrary, discriminatory or in bad faith.
- 3.03 The seniority list shall be prepared covering the employees in the bargaining unit. The seniority list shall contain the names and hiring dates of each of the employees, along with their respective work classifications. The seniority list shall be posted on the bulletin board as of January 1<sup>st</sup>, May 1<sup>st</sup> and September 1<sup>st</sup> of each year and copies sent to the Regional and Local Union Offices. Any errors in the posted list may be corrected by mutual agreement between the Company and the Local Union President or designate.
- 3.04 Seniority earned in the employment of the Company shall be the governing factor in matters of promotion, non-disciplinary demotions, transfers, layoffs, recall after a layoff, and in filling vacancies or new positions, provided the employee, as determined by the Company, has the necessary qualifications to perform the work required.
- 3.05
  - (a) An employee whose contract position is abolished shall be entitled to exercise his rights to any position to which his seniority would entitle him. The employee whom he displaces shall be entitled to exercise his seniority rights to a position held by the junior employee in a contract position. That employee must exercise his seniority rights to the Spareboard.
  - (b) Employees exercising their seniority rights to a contract position with a customer where the driver has never had a contract position in accordance with this article will be subject to a fifteen (15) working day trial period. During this time, the employee, with reasonable cause, may request removal from the position and the Company with reasonable cause (including justifiable written customer requests) may remove the employee from the position. Upon removal the Company shall provide the Local Union Office with reasons in writing as well as any relevant

documentation. The Union may appeal the decision in accordance with Article 5 of the Collective Agreement.

- (c) The employee so removed will be placed on the Spareboard in accordance with his seniority and the position will be posted in accordance with Article 3.06 (a).
  - (d) Where the successful employee has had a contract position with the customer, there will be no trial period, unless the difference between the new position and the prior position(s) is highway vs. city work, or vice versa, or such other significant difference that can be demonstrated by the Company.
  - (e)
    - (i) Where an employee successfully completes the trial period, and requests a removal from the position, he shall be placed on the Spareboard and precluded from posting into vacant contract positions for a period of six (6) months, unless there are no other applicants.
    - (ii) Where an employee successfully completes the trial period, in the event there is a “material change” in the contract position, he may request removal to the Spareboard, without penalty. For the purposes of this Article, a “material change” shall be not less than a ten percent (10%) change in total daily / weekly remuneration or hours of work.
    - (iii) An employee who successfully completes the trial period, or holds a contract position, shall be permitted to post into a vacancy not more than three (3) times in a calendar year, unless there are no other applicants.
- 3.06 (a) Vacancies in existing and new contract positions covered by this Agreement shall be bulletined for a period of twenty (20) calendar days. The posting will include a brief description of the duties of the position, the approximate hours and days of work, and the specific method and rate of pay which will be consistent with Schedule “A” including the hours of work as they relate to overtime.
- (b) Employees desiring to transfer *to* such positions shall file their application with the Company representative designated in the bulletin within the said twenty (20) calendar days, and the results of the bulletin shall be posted within seven (7) calendar days of the closing date for applications. Such vacancies and awards will be posted on a Union Bulletin Board in the Dispatch Office. Copies of all bulletins and awards shall be sent to the Local Union Office.
  - (c) An employee on leave may apply for a posted vacancy provided on the date of such application the employee can verify (by providing such reasonable evidence as the Company may require) that:
    - (i) he will be available to commence work in the position on the expected start date, and;

- (ii) he will be fit to perform the duties of the position.
- (d) The successful employee who is awarded a position with a customer where the driver has never had a contract position must demonstrate his ability to perform the work in a satisfactory manner within a trial period of fifteen (15) working days. During this time period, with reasonable cause the employee, at his request, may return, or at the insistence of the Company with reasonable cause (including justifiable written customer requests) will be returned to his previous contract position or to the Spareboard if he was not in a contract position. Upon removal the Company shall provide the Local Union Office with the reasons in writing as well as any relevant documentation. The Union has the right to appeal the decision in accordance with Article 5.
- (e) In either case, the employee will not be permitted to apply for a posting with that customer for a period of one (1) year.
- (f) Where the successful employee has had a contract position with the customer, there will be no trial period, unless the difference between the new position and the prior position(s) is highway vs. city work, or vice versa, or such other significant difference that can be demonstrated by the Company
- (g) In the event an employee is removed from a position within the fifteen (15) working day trial period the position will be awarded to the next senior employee who applied for the posting. If there are no other applicants the position will be re-posted in accordance with Article 3.06 (a).
- (h) (i) Where an employee successfully completes the trial period, the Company is not required to accept a request for removal from the position, unless the employee has successfully posted into another vacant contract position. If the Company permits the employee to transfer to the Spareboard, he shall be precluded from posting into a vacant contract position for a period of six (6) months, unless there are no other applicants.
- (ii) Where an employee successfully completes the trial period, in the event there is a “material change” in the contract position, he may request removal to the Spareboard, without penalty. For the purposes of this Article, a “material change” shall be not less than a ten percent (10%) change in total daily / weekly remuneration or hours of work.
- (iii) An employee who successfully completes the trial period, or holds a contract position, shall be permitted to post into a vacancy not more than three (3) times in a calendar year, unless there are no other applicants.
- (i) (i) The Company shall have the right to fill any vacant position for up to thirty (30) calendar days from the Spareboard according to the Spareboard rules attached in Appendix 1.

- (ii) The junior available qualified employee must accept the vacant position.
  - (iii) If required, the thirty (30) calendar day period may be extended, in which case the Local Union Office will be advised in writing.
- (j) Temporary vacancies of greater than thirty (30) calendar days will be posted in accordance with Article 3.06 (a) as term/temporary vacancies, stating that the term is indefinite, or, where the information is known, an expected expiry date for the vacancy.
- (i) Where the vacancy is filled by a Spareboard driver, at the expiry of the term, the driver will return to the Spareboard by seniority.
  - (ii) Where the vacancy is filled by a driver in a contract position, at the expiry of the term, the driver will return to that contract position.
  - (iii) In the event that during the term position, the contract position has been abolished, or the driver is displaced by another driver pursuant to Article 3.05, the driver will have bumping rights under Article 3.05, which can be exercised at the expiry of the term position.

While in a term position, a driver may apply for any other available postings.

- 3.07 If an employee is removed from a contract position for disciplinary reasons, he shall be placed on the Spareboard in accordance with his seniority. He will be entitled to grieve the discipline in accordance with Article 5 of the Collective Agreement.
- 3.08 The Company or person employed desiring to terminate the employment shall give to the person employed or the Company as the case may be, notice of the date on which employment is to terminate. The period between the date on which notice to terminate and date of termination shall not be shorter than the pay period in respect of which one regular instalment of wages *is* paid to the employee.
- 3.09 Seniority shall accumulate during such periods as the employee is employed by the Company, including employees who are on a bona fide leave of absence or Workers' Compensation.
- 3.10 In the instances of staff reduction, fourteen (14) calendar days notice in writing will be given to an employee whose position is abolished. The Local Union Office will be supplied with a copy of such written notice.
- 3.11 An employee shall lose all his seniority, shall be removed from the seniority list and cease to be an employee for the following reasons:
- (a) If the employee quits.



- (b) If the employee is discharged and not reinstated through the grievance or arbitration procedure.
- (c) If the employee retires.
- (d) If the employee is placed on layoff and not recalled within one (1) year.
- (e) If the employee fails to return to work within seven (7) calendar days of a recall notice sent by registered mail or courier,
- (f) If the employee fails to return to work immediately following the expiration of an authorized leave of absence without providing a satisfactory explanation to the Company.
- (g) If the employee accepts a position outside the bargaining unit for a period of three (3) months.

3.12 When an employee receives an upgrade in classification from Straight Truck to Tractor, the employee will be subject to a training period of three (3) months. During the training period, the employee will receive regular updates on his progress.

#### **ARTICLE 4 - DISCIPLINE AND DISCHARGE**

- 4.01 An employee who has completed his probationary period will not be disciplined or discharged without just cause and shall have the right to appeal the discipline through the grievance procedure.
- 4.02 Prior to issuing discipline other than a verbal reprimand, the Company will convene a disciplinary interview with respect to the alleged incident giving rise to the discipline. The interview shall be convened within fourteen (14) calendar days from the date on which the Company could reasonably have become aware of the alleged incident.
- 4.03 Prior to convening a disciplinary interview, the Company shall provide the affected employee with reasonable advance notice of the meeting in writing with a copy to the Local Union Office, setting out the nature of the matter to be discussed.

Where the Company deems it necessary to impose an immediate suspension of an employee pending further investigation, the letter of suspension can be issued concurrent with the required notice of interview. A copy of the letter of suspension will be provided to both the employee and the Local Union Office.

- 4.04 The disciplinary interview will not be convened unless the employee has Union representation at the meeting. If the Union is unable to provide representation at the interview, the Company may proceed without the Union. If the affected employee does not attend the interview, the Company may make a decision on the incident without interviewing said employee.

- 4.05 A copy of any decision of the Company regarding discipline will be provided in writing to the employee and the Local Union Office within fourteen (14) calendar days of the date of the interview. When an employee is to be suspended the suspension will take place on the day(s) immediately following the date on which the Company notifies the employee of the suspension.
- 4.06 The parties shall, upon request, exchange copies of all relevant information and evidence pertaining to the case.
- 4.07 Any discipline on an employee's file will not be taken into account in future disciplinary actions as soon as the employee has worked for a further continuous period of eighteen (18) months without receiving additional discipline.
- 4.08 Time limits under this Article may only be extended by mutual agreement between the parties.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 5.01 A grievance shall consist of a controversy or dispute between the Company and the Union concerning the interpretation, application, meaning, operation or alleged violation of the Agreement including complaints regarding discipline. This includes the question of whether a matter of grievance is arbitrable or not. The parties to the Agreement shall settle the matter as herein provided.
- 5.02 **Step 1** - Within fourteen (14) calendar days from the date of the incident or from the date that the alleged incident became known, the Local Chairperson or designate shall present the grievance in writing to the Division Manager or his designate who shall endeavour to settle the grievance and render a decision in writing within seven (7) calendar days of receipt of the grievance.

**Step 2** - Failing settlement at Step 1, within fourteen (14) calendar days of receiving the Step 1 decision the Local Chairperson or designate or the National Representative of the Union shall submit the grievance to the designated Company representative who shall render a decision within seven (7) calendar days of the receipt of the grievance.

The parties shall, upon request, exchange copies of all relevant *information* and evidence pertaining to the case.

Failing settlement at Step 2 and upon the request of either party, the matter will be referred to a Labour Management meeting prior to referring the matter to Arbitration in accordance with Article 5.03.

- 5.03 Should the parties fail to reach a satisfactory settlement in the preceding steps, the matter may **be** referred by either party to a single arbitrator for final settlement. It shall be the responsibility of the party desiring arbitration to so inform the other party in writing

within fourteen (14) calendar days after the completion of Step 2 of the grievance procedure outlined in Article 5.02.

5.04 The following persons shall act as arbitrators to hear grievances:

1. Diane Jones
2. Arne Peltz
3. Wally **Fox** Decent

In the event any of the above-listed arbitrators ceases to be available, the parties shall agree to a replacement. In the event an agreement cannot be reached on a replacement, the Minister of Labour shall appoint a replacement. Until the Arbitrator is replaced, the remaining arbitrators shall be utilized to hear grievances.

5.05 The decision of the Arbitrator shall be final and binding upon both parties hereto.

5.06 The cost of the Arbitrator shall be shared equally between the Company and the Union.

5.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement. Grievances submitted shall not involve the determination of a subject matter not covered by this agreement. The Arbitrator has the right to determine whether the matter of a grievance is arbitrable or not.

5.08 Company Grievance

- (a) The Company may bring forward to the Union any grievance with respect to alleged violation or misinterpretation of the provisions of the Agreement. The Company shall state the nature of its complaint in writing and submit a signed copy of same to the Union requesting a meeting thereon within three (3) calendar days.
- (b) If settlement cannot be reached at the aforesaid meeting with the Union or any subsequent meeting which might be mutually agreed upon at the time, either party to this Agreement may request that the matter be submitted to arbitration. Such request must be made within seven (7) calendar days of the last meeting of the parties.
- (c) The procedure to be followed in arbitration is the same as previously set forth in accordance with Article 5.02.

5.09 Where a grievance is not progressed by the Union within the time limits and manner as outlined, the grievance will be considered to have been abandoned. Where a decision is not rendered by the Company within the time limits, and manner as outlined, the grievance may be progressed to the next step within the above time limits.

5.10 The time limits set out in this Article shall be observed. It is understood, however, that the parties may mutually agree to extend and/or waive any of the time limits imposed on either of them.

#### **ARTICLE 6 - LEAVE OF ABSENCE**

- 6.01 Employees may be granted leave of absence without pay to attend their Union meetings and conventions, but such leave will only be granted when it will not interfere with requirements of the Company as determined by the Company and provided the Company is not put to any additional expense.
- 6.02 Application for leave of absence for personal reasons shall be made in writing at least ten (10) calendar days prior to the projected first day of absence and shall set out the reasons for same. The Company, in its sole discretion, may grant a leave of absence without pay to a maximum of three (3) months to an employee requesting same in writing. This leave may be extended upon application in writing at the sole discretion of the Company. Leave of absence under this rule shall not be available or permitted for the purpose of engaging in work outside the Company except in exceptional circumstances. Copies of all requests for leaves of absence and Company responses will be provided to the Local Union Office.
- 6.03 Upon ten (10) calendar days written notice, employees who are elected to serve as Union representatives or delegates, will be granted time off without pay to attend to Union business, to a maximum of one (1) representative for each thirty-five (35) employees in the bargaining unit, provided, no more than two (2) employees per contract are off at one time. Without ten (10) calendar days notice *two* (2) employees will be granted leave with additional employees being granted leave at the Company's discretion. For the purposes of weekly overtime entitlement, these employees will be credited with the applicable hours of work per day as defined in Article 10.02 to a maximum of two (2) days in any week.
- 6.04 An employee who requires Medical Leave in excess of two (2) working days shall notify the Company in writing by completing and submitting in a timely manner the Company's Medical Leave Advice Form and shall provide to the Company the information set out on the form.

#### **ARTICLE 7 - BEREAVEMENT LEAVE**

- 7.01 (a) Bereavement Leave in the amount of three (3) working days with pay shall be granted in the event of the death of an employee's father, mother, wife, husband, son, daughter, brother, sister, common-law spouse, mother-in-law and father-in-law.
- (b) Bereavement Leave in the amount of one (1) working day with pay shall be granted in the event of the death of a grandparent, step-father /mother /child and grandchild **and** brother/sister-in-law.

- (c) Bereavement Leave provisions under this Article will apply to same *sex* relationships.
  - (d) Bereavement Leave does not have to be taken as consecutive working days but must be taken within fifteen (15) calendar days of the date of death.
- 7.02 An employee may, in addition, be granted **up** to seven (7) consecutive calendar days special leave without pay if required for travel.
- 7.03 Should Bereavement Leave be required concurrent with or overlapping a scheduled vacation period then such vacation shall be subject to movement to allow completion of Bereavement Leave after which time vacation will recommence.
- 7.04 For the purposes of this Article a full day will be as follows:
- (i) Employees in hourly paid contract positions – based on the hours of work prior to overtime being paid on the specific contract as follows:
    - Overtime after eight (8) hours – Full day equals eight (8) hours
    - Overtime after nine (9) hours – Full day equals nine (9) hours
    - Overtime after ten (10) hours - Full day equals ten (10) hours
    - Overtime after eleven (11) hours - Full day equals ten (10) hours
  - (ii) Spareboard employees – Full day equals nine (9) hours
  - (iii) Employees in flat rated positions/Extended length positions – Full day equals ten (10) hours.

**ARTICLE 8 - JURY DUTY**

8.01 Where an employee is summoned for jury duty on a normal working day or is subpoenaed to appear as a witness on a matter arising directly from his duties or activities as an employee of the Company on a normal working day, the Company agrees to pay the equivalent of an eight (8) hour day for each day served on a jury at straight time rates less any amount received for the jury duty *or* witness duty paid for each regular work day lost.

Where an employee in the course of his work, **is** a witness to any matter not involving the Company and is subsequently subpoenaed to appear as a witness, the Company agrees to pay the said employee **up** to eight (8) hours for each day for such witness duty at the straight time rates of pay less any amount the employee received for witness duty pay.

## ARTICLE 9 - HOURS OF WORK

- 9.01 It is understood and agreed that except as expressly provided in this Agreement, for the purposes of overtime the work day shall be nine (9) hours and the work week shall be forty-five (45) hours.
- 9.02 (a) Time worked by hourly employees in excess of the hours of work in Article 9.01 will be paid at a rate of one and one-half (1½) times their hourly rate with minimum increments of fifteen (15) minutes.
- (b) Employees in a contract position paid by the mile for highway runs, or who are paid by the hour on peddle runs, will not receive overtime in accordance with this Article for time spent on those runs only.
- (c) Spareboard drivers who take flat rated highway runs as a Spareboard employee will be paid and will have time credited to them for the purpose of overtime in accordance with Appendix 1 (Rule 15).
- (d) Spareboard employees who take peddle runs as a Spareboard employee will not receive daily overtime but will receive weekly overtime if they work in excess of forty-five (45) hours.
- (e) Where a driver performs work in a day that is mixed between a peddle run, for which there is no daily overtime, and city work, for which there is daily overtime, the work will be deemed to fall within the category that took the majority of time in that day.
- 9.03 Overtime shall be authorized in such matter and by such persons as the Company may from time to time designate.
- 9.04 Employees will not generally be forced to work overtime, but it is understood and agreed that any job commenced will be completed once undertaken.
- 9.05 (a) *For overtime work the Company agrees that a permanent list of Drivers who are willing to work overtime will be posted in the Dispatch Office (“the Overtime List”). To be placed on the Overtime List, a Driver shall complete an OT/ASAP/Weekend Availability Form that will specify the Driver’s availability by type of work, time/shift and weekend. Any Driver, upon written request to the Company, may have his name placed on, or removed from the Overtime List. Drivers may amend their availability particulars twice per year, on May 1<sup>st</sup> and November 1<sup>st</sup>, by completing an amended OT/ASAP/ Weekend Availability Form, or at any other time upon mutual consent with the Company. Spareboard Drivers upon completion of the work week in accordance with Appendix 1 will have their names placed on the Overtime List by seniority, unless they specifically request otherwise.*

- (b) All overtime will be called from the overtime list. The only exception to this will be where there are regular overtime arrangements with a contract account. The Local Union Office will be advised in writing of these exceptions.
- (c) Overtime: shall be called (once per occurrence in the following order):
  - (i) Drivers who have posted their names on the Overtime List, by seniority in accordance with their availability on the OT/ASAP/Weekend Availability Form and provided they are available and qualified to perform the required work;
  - (ii) Restricted Drivers, by seniority, between Restricted Drivers, provided they are available and qualified to perform the work;
  - (iii) Any other source available to the Company.
- (d) When a Driver requests his removal from the Overtime List, he shall remain off the list for two (2) months ~~from~~ the date of the written request.
- (e) A Driver who on three (3) occasions:
  - (i) refuses an overtime opportunity, or
  - (ii) fails to show up for scheduled overtime workshall be removed from the Overtime List for two (2) months from the date of the third occurrence.
- (f) A driver in a posted position who refuses three (3) calls without justifiable reason, or fails to show up on three (3) occasions without justifiable reason, will be removed from the position for the greater of a period of six (6) months, or the next semi-annual posting date.
- (g) Weekend List: For weekend work, the Company agrees that a permanent list of Drivers who are willing to work weekends will be posted in the Dispatch Office (the "Weekend List"). To be placed on the Weekend List, a Driver shall complete an OT/ASAP/Weekend Availability Form that will specify the Driver's availability by type of work and *time/shift*. Any Driver, upon written request to the Company may have his name placed on, or removed from the Weekend List. Drivers may amend their availability particulars twice per year, on May 1<sup>st</sup> and November 1st, by completing an amended OT/ASAP/Weekend Availability Form, or at any other time upon mutual consent with the Company.
- (h) The OT/ASAP/Weekend List shall be posted with a copy sent to the Local Union Office.

- (i) Priority for weekend work shall be in accordance with the following:
    - (i) by Spareboard drivers on the Weekend List, by seniority, with less than forty-five (45) hours that week;
    - (ii) by all other drivers on both the Overtime and Weekend Lists, by seniority;
    - (iii) by Restricted drivers, by seniority, which operates only between Restricted drivers; and
    - (iv) from any other source, provided, this shall not be used to circumvent the hiring of bargaining unit drivers.
  - (j) A driver on the Weekend List who refuses three (3) calls without justifiable reason, or fails to show up on three (3) occasions without justifiable reason, will be removed from the list for a period of six (6) months. Notice of the removal will be sent to the Local Union Office.
  - (k) For the purposes of this Article weekend work will be defined as work commencing at or after 0001 Saturday to 23:59 Sunday.
- 9.06 (a) Under no circumstances will an employee be assigned or deducted more than a one-half (1/2) hour meal break.
- (b) On any day that an hourly paid employee takes less than the required one-half (1/2) hour meal period:
- (i) Drivers in contract positions will obtain written authorization from their appointed customer dispatcher/supervisor or the Branch/Operations Manager;
  - (ii) Spareboard drivers shall obtain approval from the on-duty dispatcher or the Branch/Operations Manager. Where the customer representative gives the authorization, the Spareboard driver shall also advise with the Company dispatch office. The authorization will be noted on the employee's time card.
- (c) Drivers shall not be assigned or deducted a one-half (1/2) hour meal period where the majority of hours worked in the day are on a peddle run(s).
- 9.07 Employees scheduled to work and who report to work, shall be paid three (3) hours pay at the regular rate of pay, unless the employee received notice not to report prior to the commencement of the shift.
- 9.08 Employees will not be required to suspend work during working hours for the purpose of absorbing overtime.



## **ARTICLE 10 - STATUTORY HOLIDAYS**

10.01 The following shall be statutory/designated paid holidays:

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

It is agreed that the first holiday proclaimed by the Federal Government, such holiday will be added to the above list.

- 10.02 (a) A full day's holiday shall be granted to each employee for the days as set out in Article 10.01 herein, provided the employee(s):
- (i) was not voluntarily absent from work on the scheduled work day prior to or following the holiday, unless absent due to bona fide illness, accident, paid leave or upon the direction of the Company;
  - (ii) was not on unpaid leave of absence granted by the Company at the request of the employee;
  - (iii) has earned wages for part or all of each day at least ten (10) days (fifteen (15) days for probationary employees) during the thirty (30) calendar days immediately preceding the holiday.
- (b) For the purposes of this Article a full day will be as follows:
- (i) Employees in hourly paid contract positions – based on the hours of work prior to overtime being paid on the specific contract as follows:
    - Overtime after eight (8) hours – Full day equals eight (8) hours
    - Overtime after nine (9) hours – Full day equals nine (9) hours
    - Overtime after ten (10) hours - Full day equals ten (10) hours
    - Overtime after eleven (11) hours - Full day equals ten (10) hours
  - (ii) Spareboard Employees – Full day equals nine (9) hours
  - (iii) Employees in flat rated positions/extended length positions – Full day equals ten (10) hours
- 10.03 (a) Where the Company requires employees to work on a Statutory Holiday, the work will be offered in the following order:
- (i) to employees who normally do the work, by seniority;

- (ii) if the available work/positions are not filled, the Company will post the shifts at least two (2) weeks prior to the holiday. The posting will remain open for five (5) calendar days and will be filled by seniority, providing the employee has the necessary qualifications to do the work; and
    - (iii) any remaining work will be allocated by the Company to qualified employees on the Spareboard, in reverse order of seniority, and these employees shall be obligated to accept the shifts.
  - (b) Employees who agree to work in accordance with items (i) and (ii) above and employees who are required to work in accordance with item (iii) above who make themselves unavailable to work on the holiday without a bona tide reason will not receive holiday pay.
- 10.04 (a) Employees absent on any of the above mentioned holidays due to bona fide illness (not covered by Workers' Compensation) commencing not more than thirty (30) calendar days prior to said holiday, shall be entitled to such holiday pay less the amount of insurance compensation received for the said day. Bona fide illness shall be proven to the Company's satisfaction by the production of a proper certificate from a duly qualified medical practitioner.
- (b) Employees on vacation during a period in which one of the above holidays is observed on a work day shall receive an additional day's vacation.
- 10.05 If an employee is required to work on a Statutory Holiday the following conditions will apply:
- (a) He will receive time and one-half (1½) the hourly rate of pay for his classification for all hours worked on the Statutory Holiday. In addition, if the employee qualifies in accordance with Article 10.2 above, he will be entitled to holiday pay for the day.
  - (b) If he is required *to* work on a Statutory Holiday for a customer who operates on a seven (7) day per week basis, he will receive his regular rate of pay for the hours worked on the Statutory Holiday and another day off with pay in lieu of the holiday pursuant to Article 10.02 and subject to mutual agreement of that date by the employee and the Company.
  - (c) The Parties agree that where a Statutory Holiday falls on a day off, (defined as a Saturday, Sunday, or a driver's regularly scheduled day off [*"day off"*]) employees required to work on the holiday will be paid in accordance with this Article 10.05.
  - (d) The Parties further agree that an employee who is not required to work on the holiday will be paid in accordance with Article 10.02, or will be provided with another day off in lieu of the holiday.

**ARTICLE 11 - VACATIONS**

- 11.01 (a) In assignment of vacations, an employee's anniversary date of last hire shall be considered as the qualifying date for annual vacation purposes, after which date annual credits commence.
- (b) Vacation requests must be submitted to the Company in writing by March 1<sup>st</sup> of each year. The Company will inform individual employees in writing by April 1<sup>st</sup> of the vacation dates allotted to them.
- (c) It is agreed that no more than ten percent (10%) of the workforce will be granted vacation at one time based on seniority. It is further agreed that the following minimum limitations will be applied for employees on contract positions:

1- 10 drivers	1 employee
11-15 drivers	3 employees
16 - 24 drivers	4 employees
>25 drivers	6 employees, on the following basis:
	Hourly Day Drivers: 2
	Hourly Night Shift Drivers: 2
	Mileage/Flat Rate Drivers 2

Employees who have not completed a vacation bid by March 1<sup>st</sup> and are in contract positions where the customer has an annual shutdown, shall be required to take vacation during the shutdown, except with permission of the Company.

Employees who complete vacation requests under (e) below, or who have vacation entitlement that exceeds the length of the customer shutdown, shall be placed on the Spareboard by seniority, where they shall remain until the customer shutdown expires.

- (d) An employee entitled to annual vacation during the calendar year shall take such vacation as scheduled during that calendar year unless prevented by sickness or bona fide reason.
- (e) Employees who do not submit a vacation request by March 1<sup>st</sup> or are prevented from taking their scheduled vacation as outlined above shall be granted vacation at a time mutually agreed upon by the employee and the Company on a first come basis. Such employees shall request vacation by submitting a Vacation Request Form to the Driver Recruiter or designate.
- (f) A copy of the completed vacation schedule will be posted on April 1<sup>st</sup> with a copy sent to the Local Union Office. No changes in the posted dates shall be allowed

unless mutually agreed to by the Branch Manager *or* designate and the Local Union President or designate.

11.02 Any employee dismissed for cause or an employee who leaves the service of the Company at a time when an unused portion of vacation with pay stands to his credit, shall be paid such vacation wages as are due as follows:

- (a) Where the employment of an employee ceases before the completion of a twelve (12) month period, the Company shall pay the employee an amount equivalent to four percent (4%) of his gross wages.
- (b) If the employee is entitled to ten (10) working days vacation with pay, he shall receive four percent (4%) of gross wages;
- (c) If the employee is entitled to fifteen (15) working days vacation with pay, he shall receive six percent (6%) of gross wages.
- (d) If the employee is entitled to twenty (20) working days vacation with pay, he shall receive eight percent (8%) of gross wages.

11.03 (a) New employees will qualify for ten (10) working days vacation with pay upon completion of twelve (12) months of service, with vacation pay of four percent (4%) of gross wages.

(b) Any employee having five (5) years of continuous service with the Company shall be entitled to fifteen (15) working days with pay of six percent (6%) of gross wages.

(c) Any employee having twelve (12) years of continuous service will receive twenty (20) working days with pay of eight percent (8%) of gross wages.

## **ARTICLE 12 - GENERAL**

12.01 The Company shall supply a locked bulletin board in a mutually agreed location for the purposes of posting Union notices.

12.02 Drivers are required to conduct all pre/post trip inspections and reports and maintain current and accurate logs.

Drivers must notify the Company immediately when their logs are taken for review or copied at any inspection point, or at all.

12.03 Should the Company deem it necessary for an employee to wear a uniform during his course of employment, he will wear same, keeping it clean and in good repair. The costs for uniforms will be shared as follows:

Company Portion	75%
-----------------	-----

Employee Portion                      25%

A uniform shall consist of one (1) three-in-one jacket or parka (employee's option), three (3) pairs of pants and five (5) shirts to be provided once every twelve (12) months. An employee may substitute one (1) pair of unlined coveralls for one (1) pair of pants. Coveralls are not considered a uniform item.

Prior to any major changes, the Company will seek input from the Labour Management Committee.

- 12.04 Employees covered by this Agreement will not be required to operate any mechanical equipment other than power jacks when making deliveries or pickups at any other firm's premises save and except, where it is required on contracts held by the Company. Employees will not be required to operate any mechanical equipment unless they have received proper training and safety instruction on the equipment.
- 12.05 It shall not be considered a violation of employment should an employee refuse to cross a legal picket line recognized by the Union at the place where a legal strike is in progress.
- 12.06 The Company agrees to grant time off with pay to one (1) employee for the purpose of processing grievances with the Company on behalf of the Union. The Company also agrees to grant time off for the Bargaining Committee as stipulated in Definition #3 for the purpose of negotiations with the Company towards a new Collective Agreement. For the purposes of weekly overtime entitlement, these employees will be credited with the appropriate hours of work per day as defined in Article 10.02. The Company further agrees to pay four (4) of the employees on the Bargaining Committee for time spent relating to negotiations.
- 12.07 Strikes or Lockouts -During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike, lockout or slowdown, or interruption with the production or operation of the Company by any employee, and the Company agrees that there will be no lockout.
- 12.08 It is understood and agreed that employees will be required to give notice to the Company of any impending absence from duty and wherever possible, such notice shall be given as soon as the employee involved becomes aware of such impending absence from duty and in no event shall such notice be given less than two (2) hours prior to the employee's scheduled work time.

Employees who have pre-arranged doctor or dentist appointments will notify the Company at least twenty-four (24) hours in advance of their impending absence from duty.

12.09 Employees shall not be ordered by the Company to take out on the streets or highways any Company or third party vehicle/equipment which is considered unsafe by the driver. Subject to the provisions of Section 128 of the Canada Labour Code, a Driver

may refuse to operate Company/Third Party vehicle/equipment, only if the employee has reasonable cause to believe that use or operation of the vehicle/equipment constitutes a danger to the employee, another employee, or to the general public. Drivers shall not be permitted to refuse to drive a particular vehicle on any other basis. The employee shall complete the necessary defect forms supplied by the Company regarding the defects. This will also apply to any other unsafe equipment including third party trailers.

- 12.10 (a) All drivers assigned in contract positions (including those who fill in from the Spareboard) must turn each week's time and billing into the Company within twelve (12) hours from completion of a shift for the purpose of acquiring proper payment for hours worked including overtime. All other drivers will turn in all delivery slips at the end of each day. Corrections required due to late submission of time records by an employee will be made on the following payroll. Any Company errors will be rectified on the current payroll if possible.
- (b) Drivers shall not be permitted to make unauthorized notations on their daily trip sheet.
- 12.11 No unauthorized personnel will be allowed to ride in any Company vehicle without written permission of the Company and, upon request, a copy of the authorization will be provided to the Local Union Office.
- 12.12 Employees will be required to supply written authorization to enable the Company to obtain driver abstracts. The employees will be responsible for the costs incurred for one (1) abstract per year. If the Company requires more than one (1) per year, they will pay the costs of the additional abstracts. The Company will be responsible for all administration costs. Drivers will be provided with copies of all of their abstracts obtained by the Company.
- 12.13 Safety boots are required to perform the work assignments. **After** completion of the probationary period, the Company will contribute one hundred dollars (\$100.00) once every twelve (12) months, upon satisfactory proof of purchase. Where no purchase is made in a twelve (12) month period, an employee may carry forward the entitlement for one (1) year for a combined entitlement of two hundred dollars (\$200.00).
- 12.14 In the event of a cargo claim or a service delay claim from a customer, where the employee is deemed negligent, the employee shall pay up to one hundred dollars (\$100.00) towards the cost of such claim. The Local Union Office will be advised of such claims and will be provided with copies of all documentation. No fine will be imposed without supporting documentation.
- 12.15 Drivers shall be responsible for all fines as a result of their negligence in operating a Company vehicle. Drivers who suspect that their load is overweight must report it to dispatch and if instructed will proceed to the first available scale. The driver will not incur any cost for the use of the scale and will be paid for all time spent.

- 12.16 The Company must be made aware of any suspension or other restriction imposed on an employee's drivers' license and any fine, infraction or ticket related to the operation of a Company vehicle or a customer vehicle on behalf of the Company within twenty-four (24) hours of the employee being advised. Failure to disclose a suspension or restriction on the employee's driver's license while continuing to operate a Company vehicle will result in immediate dismissal.
- 12.17 All drivers require air endorsement and a minimum Class 5 license.
- 12.18 Drivers who fail to fuel at designated Company fuel stops will be responsible for the difference in the fuel prices plus a fifteen percent (15%) administration fee except in cases of bona fide emergency. The Company will provide written confirmation of designated fuel stops and any temporary or permanent changes.
- 12.19 Non-Discrimination
- The Company and the Union agree to abide by the Canada Human Rights Act.
- The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of ancestry, colour or race, nationality or national origin, ethnic background, religion or creed, religious belief or association or activity, age, sex, pregnancy, gender-determined characteristics, sexual orientation, marital or family status, source of income, political belief or association or activity, physical or mental disability, or by reason of union membership or activity.
- 12.20 Employees must advise the Company immediately of any work-related injuries. In the event an employee is injured as a result of an accident while in the course of his employment, the Company will pay the employee full wages for the day of the accident and provide reasonable transportation to his home terminal without cost to the employee.
- 12.21 All vehicles will be equipped with a fire extinguisher. **All** highway vehicles will be equipped with a first aid kit.
- 12.22 Employees will receive a full breakdown of **all** monies paid as well as all deductions with their pay cheques. This breakdown will include but will not be limited to method of remuneration, regular hours worked, overtime hours, general holiday pay, vacation, flat rate payment with drops and/or miles driven (if applicable).
- 12.23 Employees will be provided with a copy of their driver trip ticket sheet, at the time they are turned in, upon request.
- 12.24 A copy of all Company rules and policies and updates of same will be provided to the Local Union Office.
- 12.25 (a) Designated Trainer positions will be posted in accordance with Article 3.06 with pay as per Article 12.25 (b). Positions will be awarded on the basis of

qualifications, including communication skills, two (2) years' safe driving record, familiarity with the work/customer/route and ability to complete a written driver evaluation. Where qualifications are sufficient; seniority shall prevail.

- (b) An hourly employee doing training/familiarization, at the request of the Company, will be paid a premium of one dollar (\$1.00) per hour for all hours so engaged. Flat rated/mileage drivers doing training/familiarization at the request of the Company, will be paid a premium of twenty dollars (\$20.00) for each run so engaged.
- 12.26 Employees required to attend mandatory training will be paid at their hourly rate for all time spent in training and all materials will be provided with no cost to the employee. **All** employees shall receive the required Dangerous Goods training.
- 12.27 Non-bargaining unit employees shall not perform bargaining unit work except in the following circumstances:
- (a) for the purpose of training/instruction;
  - (b) in emergencies;
  - (c) in situations where there are no other qualified/available employees on the Spareboard or overtime list.

When non-bargaining unit employees perform work under items (b) and (c) the Company will forward to the Union documentation advising when the work was done, reason and duration.

- 12.28 45 Minute Call-In Procedure. In situations where a particular employee has a documented history of tardiness or "no call, no show", the employee will be given a letter advising him that he is required to call in on work days at least forty-five (45) minutes prior to his shift to confirm his attendance. Failure to do so may result in the shift being filled and the employee being sent home without pay. The Local Union office will be given a copy of the letters and advised when an employee is sent home under this Article.
- 12.29 The Company agrees to pay into a special fund a lump sum of one hundred dollars (\$100.00) annually for the purpose of providing Paid Education Leave. Such monies are to be paid into a trust fund established by the National Union and made payable to the CAW Leadership Training Fund and forwarded to:

CAW-Canada  
Paid Education Leave Training Fund  
205 Placer Court, North York  
Willowdale, ON  
M2H 3H9



**ARTICLE 13 - WAGE SCALE**

13.01 (a) The following wage scale sets out the hourly rates to be paid to employees during the course of this Agreement.

	<u>May 14, 2010</u>	<u>May 14, 2011</u>	<u>May 14, 2012</u>
Straight Truck	\$14.40	\$14.87	\$15.34
Tractor/Tandem Axle	\$16.15	\$16.67	\$17.20

(b) The wage scale for flat rate/mileage drivers is contained in Schedule A.

13.03 (a) The Company will pay hotel room costs of a driver who is unable to return to the City of Winnipeg in the evening due to bona fide mechanical failure of the driver's vehicle.

(b) The Company will pay hotel room costs of a driver with a day cab who is stranded outside the city overnight for justifiable reasons (e.g. inclement weather or hours of service).

13.04 Shift differential will be paid as follows:

(a) Hourly drivers commencing work between the hours of 4:00 PM and 4:00 AM will receive a shift differential of sixty cents (\$0.60) per hour for all hours worked in addition to the applicable hourly rate of pay.

(b) Flat/mileage rated drivers will receive a shift differential of sixty cents (\$0.60) per hour for all hourly paid work that occurs between the hours of 4:00 PM and 4:00 AM in addition to their flat/mileage rate.

13.05 The following delays will be paid at the hourly rate of pay. All times must be marked on the applicable Company/customer documentation and must be signed for when possible.

(1) Border crossing (all time after one (1) hour per round trip).

(2) Breakdown of Company equipment (time paid after one (1) hour on the basis of eight (8) hours paid, eight (8) hours unpaid, eight (8) hours paid, eight (8) hours unpaid and so on, except if away from home terminal – all time paid)

(3) Stops and drops, loading and unloading, coupling and uncoupling, switches, tarping, chaining, (all time after one (1) hour per occurrence).

(4) Justifiable delay not attributable to the driver (time paid after one (1) hour on the basis of eight (8) hours paid, eight (8) hours unpaid, eight (8) hours paid, eight (8) hours unpaid and so on).

- (5) Justifiable delay on account of road closure, provided the driver has attempted and is unable to take an alternate legal route or had been instructed not to take an alternate route (time paid after one (1) hour on the basis of eight (8) hours paid, eight (8) hours unpaid, eight (8) hours paid, eight (8) hours unpaid and so on). A flat rated driver will be paid for additional mileage if instructed to take an alternate route.
- (6) Drivers shall not make any claim for lost wages for a lost trip that may have resulted from a justifiable delay. The Company will offer available substitution work to any driver who loses a trip as a result of an incident covered by (2), (4) or (5).

13.06 The following premiums will be paid for all time spent providing the listed services.

- (a) Specialty Work #1 Premium: \$0.50 hour  
                     General Flat Deck / Straight Truck Tandem Axle Highway
- (b) Specialty Work #2 Premium: \$0.75 /hour  
                     Non Steel Service Customers: Super Bs /B Trains hourly with or without Moffet Mouny (includes tarping)
- (c) Specialty Work #3 Premium: \$1.00 hour  
                     Steel Service Customers: Super Bs / B Trains / Flat Deck; with or without Moffet Mouny (includes tarping)
- (d) The above premiums will not be applied to Statutory Holiday Pay but will be applied to gross pay for vacation purposes. The premiums will be paid on overtime but not at an overtime rate.

13.07 The Company will provide the Union with job descriptions including expected run times and conditions for all contract positions including updates.

13.08 (a) Employees will be paid according to the remuneration schedule in Schedule A or by the hour as stipulated in Article 13.01.

- (b) Should the Company acquire new business, or encounter circumstances such that it has to pay rates other than stipulated in Schedule A, same will not be done without agreement of the Union.

13.09 Employees temporarily required to working a lower rated classification shall receive the wage rate of the higher classification. Employees temporarily required to work in a higher rated classification shall received the wage rate of the higher classification while so engaged.

13.10 A U.S. premium of two cents (\$0.02) per mile will be paid for all miles associated with a trip destined for or originating from the United States. As an example, if the mileage from Winnipeg to Minneapolis is 487 miles then the driver would get the premium for all these miles (not just the miles on the U.S. side of the border). The same would apply for the return trip.

#### **ARTICLE 14 - HEALTH AND WELFARE PLAN**

14.01 The Company will provide the employees covered by this Agreement with access to a Health and Welfare Plan administered by a third party insurer, subject to the following eligibility conditions, and any other eligibility conditions contained in the Plan:

- (a) Any employee who is hired by the Company shall be covered by the Plan six (6) months from last date of hire.
- (b) Employees changing marital status or whose number of dependants change, shall notify the Company's payroll department in writing within one (1) week of the change. An employee's same sex spouse will become eligible for spousal coverage on benefits contained within this agreement, in accordance with the spousal eligibility requirements of the current plan.
- (c) The Company shall have newly hired employees complete all forms relating to the Plan at the time of hiring.

14.02 The Plan will provide the following benefits, the costs of which will be borne equally between the Company and the employee:

- (a) Life Insurance \$35,000.00.
- (b) Accidental Death & Dismemberment \$35,000.00.
- (c) Extended Health Care, Effective May 14, 2011, the Plan shall include a direct pay prescription drug card.
- (d) Dental Plan – The annual maximum coverage per family member for the first eighteen (18) months of eligibility will be six hundred and fifty dollars (\$650.00) and one thousand three hundred and fifty dollars (\$1350.00) thereafter. The Plan shall include Major Dental at fifty percent (50%) coverage commencing May 14, 2007.

The Company agrees that the coverage in (c) and (d) will not be reduced from the current Plan during the term of this Agreement, without the consent of the Union.

- (e) The costs of the administration of the Plan will be borne by the Company.

14.03 Driver Retention Plan:

The Company will implement and register a Pension Plan with the following terms and conditions:

Commencement Date: May 13, 2004

Eligibility: Upon completion of six (6) months of continuous employment

- Vesting Period: Two (2) years after date of joining the plan

Defined Contribution Plan: one and one quarter percent (1.25%) of gross pay matched by Company to an annual maximum of \$425.00. Employees may contribute additional funds by payroll deduction.

- Plan is voluntary for employees.

Plan is administered by a third party (Manulife). Set up fee to be paid by the Company. Annual registration fee to be shared equally (Current fee \$11.00)

- Plan is self-directed

#### **ARTICLE 15 - UNION SECURITY**

15.01 The Company agrees to deduct the amount of monthly dues, levies and initiation fees as determined by the Union on a monthly basis from the salaries or wages of each and every employee covered by this Agreement.

15.02 The Company agrees to deduct each month from the earnings of each employee coming within the scope of this Collective Agreement who has earnings in any portion of the calendar month, an amount equal to the monthly dues of the Union as determined by its Constitutional provisions.

In the event an employee does not have sufficient earnings in the pay period from which dues are deducted to permit deduction of union dues, the Company will carry forward such amount or amounts and deduct such dues from earnings payable in the following month or months.

15.03 The Company agrees that the aforesaid deductions shall continue during the life of this Agreement, and after the expiry date thereof during the entire period that any negotiations are proceeding with a view of concluding a new Collective Agreement.

15.04 The Union agrees to advise the Company of the amount of the monthly dues or levies to be deducted, and all amounts to be deducted shall be forwarded by the Company to the Union on a monthly basis with a monthly total, together with a list of the names of the employees for whom deductions have been made.

- 15.05 In consideration of the premises, and of the Company making the compulsory deductions of union dues or levies herein provided, the Union agrees to and does hereby indemnify and save the Company harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Company by reason of the Company making the compulsory check off of Union dues or levies provided for in this Article.
- 15.06 The Union shall notify the Company in writing of any changes in the amount of dues or levies at least one (1) month in advance of the end of the pay period in which the deductions are to be made, provided that such changes shall not occur more than twice in any calendar year.
- 15.07 The Union shall provide the Company with a list of officers and representatives of the Union, their addresses and their telephone numbers and shall provide the Company with a revised list from time to time as occasion may require.
- 15.08 The amount of dues or levies will be certified to the Company over the signature of a responsible officer of the Union.
- 15.09 It is agreed and understood that the Company will arrange to show the amount of union dues deducted for each employee on each employee's T-4 slip.
- 15.10 The Company shall furnish to the Local Union Office the names, addresses and telephone numbers of every employee covered by the Agreement once per year. Updates will be provided upon request up to a maximum of three (3) times per year.
- 15.11 The Company agrees that when a new employee is hired, it will provide the Local Chairperson or designate with a reasonable period of time during the orientation process to address such new employees for the purpose of acquainting them with the obligations of an employee to the Union.

When the Local Chairperson attends an orientation meeting during his working hours, he shall suffer no loss of pay. He shall however not be paid overtime in the event such attendance extends beyond the end of his scheduled shift, and he shall not be paid for attendance at such meetings which are held outside his working hours.

- 15.12 The Company agrees that it will require all new employees to complete Union Form A-230-95 and forward the completed form to the Local Union Office within thirty (30) days of hiring the employee.

#### **ARTICLE 16 – MATERNITY/PARENTAL/COMPASSIONATE LEAVE**

- 16.01 Employees shall be granted maternity, parental and compassionate leave in accordance with the applicable Sections of the Canada Labour Code.

## **ARTICLE 17 - HEALTH AND SAFETY**

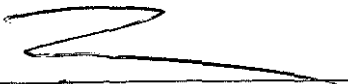

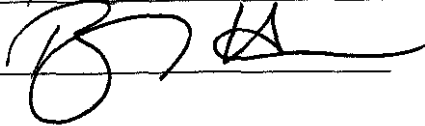
- 17.01 The Company and the Union agree to maintain a joint Safety and Health Committee in accordance with the Canada Labour Code, Part II. The committee shall be comprised of two (2) representatives from each of the Company and the Bargaining Unit. Two (2) chairpersons shall be selected from and by the members of the committee, one (1) of which shall be a bargaining unit member chosen by the bargaining unit members of the committee, and the other shall be a Company member chosen by the Company members of the committee.
- 17.02 The Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are urgently required as a result of an emergency or other special circumstance, the committee shall meet as required whether or not during regular working hours.
- 17.03 The members of the Safety and Health Committee are entitled to such time from their work as is necessary to attend meetings or to carry out any of the other functions of a member of the committee, and any time spent by a member while carrying out any of the functions of a member of the committee shall, for the purpose of calculating wages owing that member, be deemed to have been spent at work.
- 17.04 Each Union member of the Committee will be granted an educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division of the CAW and its labour affiliates such as the Manitoba Federation of Labour or the Winnipeg Labour Council.

## **ARTICLE 18 - DURATION**


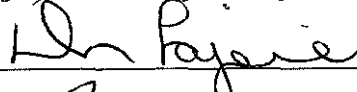


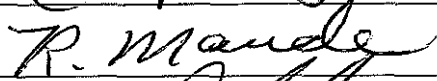
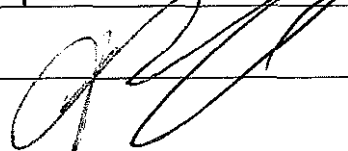
- 18.01 This Agreement shall become effective the 14<sup>th</sup> day of May 2010 and shall continue in full force and effect until the 13<sup>th</sup> day of May 2013 and thereafter from year to year, unless terminated or amended as herein provided.
- 18.02 If either party to this Agreement should desire to renew, revise or terminate this Agreement, then not less than thirty (30) calendar days nor more than ninety (90) calendar days prior to the 13<sup>th</sup> day of May, 2013 such party shall give written notice thereof to the other, together with the particulars.
- 18.03 Within fifteen (15) calendar days following receipt of the written notice to renew or revise this Agreement, together with the particulars relating thereto, the party receiving said notice and particulars shall be prepared to commence negotiations, and it shall so advise the other party together with their particulars relating thereto. Unless otherwise mutually agreed, only these matters referred to in the particulars shall be discussed at such negotiations.

DATED AT WINNIPEG THIS 18<sup>th</sup> DAY OF July, 2010

FOR:  
DIRECT LIMITED PARTNERSHIP  
O/A DIRECT TRANSPORT  
(WINNIPEG DIVISION)

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR:  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA)

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**SCHEDULE "A"**

Mileage/Flat Rates    All mileage to be based on PC Miler City Centre to City Centre (practical route)

Category 1	325 - 450 Miles (Return Trip)	May 14, 2010 May 14, 2011 May 14, 2012	\$.3959/Mile \$.4087/Mile \$.4216/Mile
Category 2	451 + Miles (Return Trip)	May 14, 2010 May 14, 2011 May 14, 2012	\$.3639/Mile \$.3757/Mile \$.3876/Mile
Teams	Drops to be split between drivers	May 14, 2010 May 14, 2011 May 14, 2012	\$.2291/Mile Each Driver \$.2365/Mile Each Driver \$.2440/Mile Each Driver

**All** stops will be paid as follows:

Single Stop:            \$5.25  
Multiple Stops:        \$10.50 per stop

**A** Stop shall refer to:

Any Stop wherein merchandise is loaded or unloaded. Where both loading and unloading occur at the same location, it shall be considered one stop.

Swapping a trailer with another trailer at a location

The final return of the tractor/trailer to its Winnipeg location(s) shall not be a stop.



## APPENDIX 1

The following Spareboard Rules apply to an employee who is a Spareboard employee in accordance with definitions 8 and/or 9:

1. Employees are placed on the Spareboard in seniority order with three (3) Spareboard seniority lists as follows:

- (i) Tractor
- (ii) Straight Truck
- (iii) Restricted

When a Straight Truck driver is awarded a vacant Tractor position, then following completion of the fifteen (15) working day trial period, he will be classified as a Tractor driver. If he subsequently returns to the Spareboard he shall not be entitled to, but may be assigned, Straight Truck work. A similar reclassification will occur when a Straight Truck driver completes fifteen (15) working days of Tractor work in a temporary vacancy. A Straight Truck driver shall not be entitled to exercise seniority over Tractor drivers in the allocation of Spareboard Tractor work.

2. Employees are called for work in order of seniority, provided they are available to work (properly rested and not out of hours).

3. Dispatching will be done the day prior to the workday in question for all known available work as follows:

- (i) By seniority, drivers will be dispatched before 6:00 P.M. by *phone/radio/or* in person at the Dispatch Office.
- (ii) Unless already contacted pursuant to (i) above, dispatch calls for the following day will be made to the number provided by the employee, between 12:00 P.M. and 9:00 P.M. Monday to Friday and 1:00 P.M. to 4:00 P.M. on Saturday and Sunday. The Company may change the time of the calls upon one (1) week's written notice to the Union. Rule #4 shall apply to these calls.
- (iii) After 9:00 P.M., or for any cancellations or other unassigned work, drivers will be called by seniority. Rule #4 shall apply to these calls.

4. (i) The Dispatcher will make one (1) call within the designated period. If the Dispatcher is unable to contact the employee following the one call, he/she can move to the next employee. If unable to contact the employee during the designated period, the employee may not be offered work for that day unless there are no other available/qualified drivers.

- (ii) Notwithstanding Rules 3 and 4 (i), drivers may call in for work at any time, and will be dispatched by seniority.
5. Dispatchers will offer the employee available work by category (i.e. highway, city-day, city- afternoon, city- nights, temporary vacancies).
  6. For ASAP Work, the Company agrees that a permanent list of Drivers who are willing to work will be posted in the Dispatch Office (the “ASAP List”). To be placed on the ASAP List, a Driver shall complete an OT/ASAP/Weekend Availability Form that will specify the Driver’s availability by type of work and time/shift. Any Driver, upon written request to the Company may have his name placed on, or removed from the ASAP List. Drivers may amend their availability particulars twice per year, on May 1<sup>st</sup> and November 1<sup>st</sup>, by completing an amended OT/ASAP/ Weekend Availability Form, or at any other time upon mutual consent with the Company. ASAP work will be dispatched in same manner. If the start time is less than two (2) hours but greater than one (1) hour from the time the Company became aware of the need for a driver, the Dispatcher only has to make one (1) call to the eight (8) senior employees who have not been dispatched, within a five (5) minute period before moving to the next employee. If, after the eight (8) senior employees have been called, the job remains unfilled, or if the Company became aware of the need for a driver less than one (1) hour from the required start time, the position may be filled at the Dispatcher’s discretion.
  7. Employees who are dispatched to a specific job will not be called back if another position becomes available.
  8. Employees will not be offered jobs they are not deemed qualified for bona fide reasons (i.e. no highway experience or unable to work for specific customer under terms of Collective Agreement).
  9. If an employee misses his call the evening before, or is called and advises he is unavailable for work, and calls/attends in the morning to ask for work, he will not be offered work until all other available employees have been offered with work that day.
  10. Employees who do not want to be offered certain categories of work must indicate this in writing. If at a later date, the employee wishes to change this request, it must be submitted in writing.
  11. Employees who have forty-five (45) hours in the week as stipulated in the Definition Article of the Collective Agreement are transferred to the overtime list. The employees on the overtime list will not be offered work until everyone on the Spareboard has achieved forty-five (45) hours, or there is no one from the Spareboard available/qualified to do the work. These employees will be called for overtime in accordance with Article 9.05 and this Appendix.
  12. Employees can be offered a “load”, shorter trip, or other work rather than a full day’s work in order to limit overtime, provided the Company cannot artificially split a shift to

avoid overtime. If the work is for "the last trip of the week", the Company can offer a flat rated trip at the appropriate mileage rate, without overtime, to a driver who has completed at least thirty-six (36) hours of work in that week, or, the driver may retain his position on the Spareboard and remain available for other available work to attain forty five (45) hours work that week.

13. Employees who are unavailable to work due to illness or other compelling reasons must inform Dispatch in accordance with Article 12.08.
14. Employees are responsible for advising Dispatch when they are out of hours or have not had a proper rest period between jobs to ensure safe driving.
15. Employees who are called to work on a flat rated position will be compensated in accordance with the rate for the position and will be credited with nine (9) hours work for each calendar day on the job, for the purpose of weekly overtime.
16. The Dispatcher will notate all the following information on permanent signed dispatch sheets:

(1) the time requests for drivers are received in Dispatch,

(2) calling attempts and results

Upon request, the Union will be provided with a copy of dispatch sheets for specific dates.

17. Notwithstanding any other provision of Appendix 1, the junior qualified employee must accept such work as is dispatched to him.
18. Restricted drivers will be placed on a separate list in order of start date as a Restricted driver. They will be called to work in accordance with their stated restrictions in order of seniority relative to other Restricted drivers only. When a Restricted driver wishes to remove the restrictions and make himself available for full *time/regular* hours, he shall give written notice to the Company and the Union, and shall be given seniority from the date of the notice, backdated to a date that reflects the total number of days worked as a Restricted driver (Formula: Total hours / 6 / 5 = total # of calendar days).

Where a Restricted driver who initially was a full time driver removes the restriction the formula for setting his new full time seniority date shall be as follows:

The date on which he removes the restrictions, backdated by the number of days worked as a Restricted driver as per Rule 18, plus the number of days previously worked as a full time driver.

A driver will only be permitted to go from full time to restricted and back to full time on one (1) occasion while getting credit for full time seniority.

The following is an example of how this amendment is applied:

- January 1,2000: Full Time
- January 1, 2001: Moves to Restricted status
- January 1,2002: Removes restrictions, after working the equivalent of two (2) months in the year as a Restricted driver.

New full time seniority date: January 1, 2000, backdated by 1 year as full time plus two (2) months as restricted = 14 months back from January 1, 2002, namely November 1, 2000.

If this driver subsequently reinstates restrictions, he shall fall under Rule 18.

19. All complaints regarding errors or violations of these rules will be handled in accordance with the Grievance/Arbitration procedures already outlined in the Collective Agreement.

A grievance will not be progressed by the Union alleging that a junior driver received more hours than a senior driver on a daily basis.

Where a driver has less than one hundred and forty (140) paid hours in any two (2) consecutive pay periods a grievance may be filed alleging that a junior employee received more hours in the combined pay periods, provided the senior drivers has made himself available for work and was not booked off for any days in the pay periods.

Dated this 24 day of SEPT 2010.

FOR THE COMPANY:

DKat

FOR THE UNION:

Re Hunt

**LETTER OF UNDERSTANDING #1 – HOME DEPOT**

between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

**Re: Home Depot**

It is agreed that employees who work for the Company in contract positions at Home Depot will work either:

- (a) four (4) days on, four (4) days off,
- (b) four (4) days on, (3) three days off at eleven (11) hours per day, or
- (c) five (5) days on, two (2) days off, at nine (9) hours per day

Where the shifts fall under (a) and (b), overtime will be paid after eleven (11) hours in one day and forty-four (44) hours per week.

Where the shift falls under (c), overtime will be paid after nine (9) hours in one day and forty-five (45) hours per week.

**Home Depot Box Truck Positions**

- Overtime after 9/45
- Home Depot Customer Service/In-home delivery premium of \$1.50/hour
- No overtime on the premium
- Drivers must be suitable for customer service home delivery standards of Home Depot

**Home Depot Swamper**

- Overtime after 9/45
- \$11.75 per hour, with percentage increases as per Agreement commencing May 2010

**Re: Other Contracts**

It is agreed that the Company, with agreement from the Union, may post additional contract positions on the same terms as set out above.

Dated this 24 day of SEPT \_\_\_\_\_ 2010

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #2 – LABOUR MANAGEMENT COMMITTEE

between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

Re: Labour-Management Committee

It is agreed by the parties that a Labour-Management Committee will be established to discuss issues of common concern including driver appreciation initiatives.

The Committee will meet five (5) times per year on a bi-monthly basis except during the months of July and August.

The labour members of the Committee will be appointed by the Union to a maximum of four (4). They will be paid lost wages when attending the meetings or will be paid eight (8) hours at the hourly rate if the meeting is held on their regular rest day. If the meeting takes place on a day when the employee has a trip scheduled after the conclusion of the meeting the employee has the option of forfeiting the **trip** with no *loss* of pay, or, working and receiving an additional eight (8) hours at straight time.

No changes to this letter of understanding will be made without mutual agreement.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #3 – OVERTIME PROVISIONS**

between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

**Re: Overtime Provisions**

It is agreed that the Company will pay overtime after eight (8) hours per day, to bargaining unit members in contract positions at any customers whose contracts provide for overtime on that basis.

As of the date of this Agreement, those contract positions include:

1. **Unisource (city drivers)**
2. **Finmac Lumber**
3. **Smurfit MBI**
4. **Hardwood**
5. **Brenntag**
6. **Ryerson Canada Inc.**

It is further agreed that all Employees - including Spareboard employees - who work at the customers listed above will receive daily overtime after eight (8) hours when working on a temporary vacancy, in substitution for any contract driver for any reason (medical leave, vacation leave, personal leave ....), or on an additional temporary position.

It is agreed by the parties that the following employees will be red-circled with overtime after eight (8) hours in one day on the Winnipeg Laundry/Selkirk Linen contracts as long as they remain in those contracts:

Jake Giesbsrecht

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #4 – EMPLOYEES UNDER OLD CANADA  
MESSENGER AGREEMENT**

(DIRECT TRANSPORT WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE WORKERS UNION OF CANADA  
AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA

**Re: Employees under old Canada Messenger Agreement**

It is agreed that the following employee:

J. [Name]

shall be covered by the provisions of this Collective Agreement unless the conditions of another agreement on behalf of this employee is applicable wherein the conditions will prevail. This employee shall receive the percentage hourly rate increase in accordance with this Collective Agreement.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:

[Signature]

FOR THE UNION:

[Signature]



LETTER OF UNDERSTANDING #5 – MOTOR COACH INDUSTRIES

between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

**Re: Motor Coach Industries**

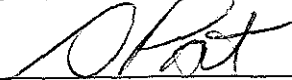
It is agreed that employees who work for the Company on contracts with Motor Coach Industries performing Tractor/Trailer movements from Winnipeg, MB to Pembina, North Dakota shall be paid a flat rate (which includes pay for stops and premium payments for specialty work) as follows:

May 14, 2010	\$80.75
May 14, 2011	\$83.38
May 14, 2012	\$86.00

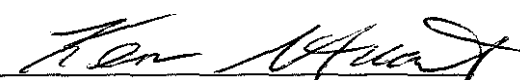
Any excess waiting time – time over one (1) hour experienced at the Emerson, MB/Pembina ND International border crossing shall be paid at the hourly tractor rate as **per** Article 13.05 of the current collective agreement.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #6 – WESTERN GROCERS

between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

Re: **Western Grocers** Night Shift

It is agreed that notwithstanding the provisions of Article 9, employees who work on the night shift at Western Grocers shall be paid overtime after ten (10) hours per day, fifty (50) hours per **week**, except as set out below.

- Three (3) positions shall have “regular weekly days off” (5 on 2 off) with overtime after nine (9) hours per day and forty-five (45) hours per week;
- One (1) position shall have “regular days off” (4 on 3 off), with overtime after eleven (11) hours per day and forty- four (44) hours **per** week, and
- Any remaining employees or Spareboard employees will rotate on the basis of five (5) days on, and three (3) days off.

Upon ratification of the collective agreement, these contract positions shall all be posted in accordance with Article 3.


These conditions shall remain in force for so long as the existing customer contract providing for those terms remains in place.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



## LETTER OF UNDERSTANDING #7 – WORKPLACE HARASSMENT

between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

Re: Workplace Harassment

Direct Transport and CAW Local 4209 are committed to providing a harassment free workplace. Harassment includes comments 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 in the Human Rights Code. All employees, whether management or unionized, are expected to treat others with courtesy and consideration and to discourage harassment. The Company also expects that its customers treat employees with courtesy and respect.

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

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which causes awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Unwelcome invitations or requests,
- Condescension or paternalism which undermines self respect,
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

### Harassment is Not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

### Complaint Procedure:

Employees who feel that they are being harassed and/or discriminated against, are encouraged to seek protection under this policy as follows:

1. If you can, tell the harasser to stop. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome.
2. If you feel uncomfortable approaching the person, or if the harassment does not stop bring the incident forming the basis of the complaint to the attention of the Union by contacting the Local Chairperson, Local President or National Representative and/or Company by contacting the Branch or General Manager. At this point the complaint will be placed in writing.
3. Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible and provide the information to the designated representative of the Union and/or Company.

All complaints will be handled in a timely and confidential manner.

### Investigation Procedure:

Within seven (7) calendar days, where practical, the designates of the Union and the Company will undertake a joint investigation of the complaint which will include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents and evidence will be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

It is the intention of the Union and the Company that the investigation will be completed within fifteen (15) calendar days of the commencement of the joint investigation at which time the parties will complete a written report of its findings and recommendations. The report will be submitted to the General Manager of Direct Transport and the National Representative of the Union. If the parties do not agree the report will reflect the differences in the findings.

The parties will then make a determination on an appropriate resolution, and attempt to resolve the issue within ten (10) calendar days and ensure that the resolution is fair and consistent with the intent of Direct Transport and CAW Local 4209 to provide a harassment free workplace.

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


All employees however, have the right to file a complaint with the federal Human Rights Commission and to seek redress under the Human Rights Code.

**Training:**

In consultation with the National Union, three-day anti-harassment training will be developed and delivered for Union representatives to a maximum of three (3) and Company representatives who are assigned by the respective parties to handle harassment complaints. The Union will provide the trainer and material and the Company will pay lost wages for the training.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #8 – FLAT RATED AND OTHER SPECIAL RUNS**

Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
And  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW – CANADA)

**Re: Flat Rated and Other Special Runs**

The parties agree that effective May 14, 2010 the following flat rates will be paid on the specific runs /contract positions for customers as set out below:

(a) Additional Flat Rated Positions:

(i)	Brandon Single Stop	<u>May 14, 2010</u> \$124.56	<u>May 14, 2011</u> \$128.61	<u>May 14, 2012</u> \$132.66
(ii)	Brandon Turnpikes – Includes two (2) stops	<u>May 14, 2010</u> \$184.60	<u>May 14, 2011</u> \$190.60	<u>May 14, 2012</u> \$196.61
(iii)	Kenora Single Stop	<u>May 14, 2010</u> \$114.07	<u>May 14, 2011</u> \$117.78	<u>May 14, 2012</u> \$121.49
(iv)	Kenora Multiple Stops – Includes two (2) stops	<u>May 14, 2010</u> \$132.30	<u>May 14, 2011</u> \$136.60	<u>May 14, 2012</u> \$140.91
(v)	Whitewood Rockies	<u>May 14, 2010</u> \$234.18	<u>May 14, 2011</u> \$241.79	<u>May 14, 2012</u> \$249.41

Additional stops under (a) will be paid at \$10.50 per stop.

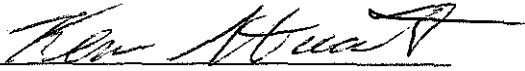
The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 24 day of SEPT \_\_\_\_\_ 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #9 - FAST (FREE AND SECURE TRADE) CARD PROGRAM**

Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)

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

**Re: Fast (Free And Secure Trade) Card Program**

1. A new applicant for employment who is seeking Highway work / Runs to the U.S. shall apply for and obtain certification under the FAST Program at the expense of the new applicant, as a condition of hiring.
2. An existing employee seeking Highway work into the U.S. shall supply a criminal record, if not already on the U.S. Consortium, prior to being approved for application to the Fast Program. The expense of such a Criminal Record search shall be reimbursed by the Company. If the employee is already on the U.S. Consortium a second criminal record search will not be required.
3. In either case the Company shall be responsible for the **expense** associated with the FAST Program application. In the event that the driver leaves the Company for any reason within six (6) months of receiving his or her card the cost of the application shall be deducted from the driver's final payroll settlement.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:





LETTER OF UNDERSTANDING #10 – DRIVER TRAINING PROGRAMS

Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
And  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)

**Re:** Driver Training Programs

- The Company may only access students from the Driver Trainer Programs recognized by the Company and the Union;
- The Company will provide these students the opportunity to work/train in its vehicles under the supervision of Designated Driver Trainers who are in the bargaining unit and have been designated as trainers in accordance with Article 12.
- The Company is prohibited from paying these students any wages for services provided.
- The Company will not use these student drivers in any way that would reduce work available to Company drivers who are bargaining unit members
- No student driver will provide services to the Company for greater than forty-five (45) working days or such other time as is mutually agreed with the Union.
- If upon successful completion of the program, the Company may hire the student drivers into the bargaining unit. In such cases the date of hire will not be retroactive.

Dated this 24 day of SEPT \_\_\_\_\_ 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #11 - DRIVERS FROM THIRD PARTY DRIVER  
SERVICE FIRMS**

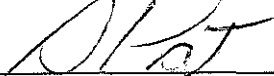
Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
And  
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION, AND GENERAL  
WORKERS UNION OF CANADA (CAW - CANADA)

**Re:** Drivers From **Third Party** Driver Service Firms

The Company will not use employees from third party driver services firms to drive Company vehicles without the consent of the Union.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #12 – TRAINING PROGRAMS AND VEHICLE  
MAINTENANCE


between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

Re: Training Programs and Vehicle Maintenance

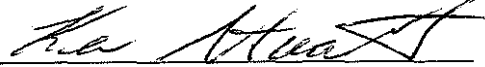
During the 2006 negotiations, the parties agreed to move the issues of training of new hires and updated contract information for drivers to the Labour Management Committee for resolution. It was also agreed that the Labour Management Committee would deal with the issues of maintenance of Company vehicles including issues of cleanliness as well as the documentation of defects and the transfer of information back to the drivers regarding such defects.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #13 – BRANDON CANADIAN TIRE RUN**

between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
and  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)

**Re: CTC Flat Rated Trips to Brandon**

The Parties agree that effective May 14, 2010, the following flat rates will be paid on the runs from the City of Winnipeg to Brandon for Canadian Tire

**1. The runs will be paid as follows:**

<u>May 14, 2010</u>	<u>May 14, 2011</u>	<u>May 14, 2012</u>
\$119.37	\$123.25	\$127.13
Single Stop Rate:	\$10.25	
Multiple Stop Rate:	\$15.50	

**2. Justifiable Delays paid as per Collective Agreement.**

Weekly Overtime allocation as per Appendix #1, Rule 15 (9 hours).

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #14 - REGINA VITRAN SIT AND WAIT RUN**

Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
And  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW –CANADA)

**Re: Regina/Vitran Sit and Wait run**

The parties agree that effective February 01, 2010 the following flat rate will be paid on the specific runs / contract positions for customer as set out below:

Regina/Vitran sit and wait

Paid in accordance with PC Miler (722 miles). Upon arrival eight (8) hours unpaid, five (5) hours paid and one stop. Driver will remain on clock until out of hours and then will revert to Article 13.05


The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #15 - UNISOURCE**

Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
And  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW -- CANADA)

**Re: Unisource Premium**

The Parties agree that effective May 14, 2010 the following premium will be paid for runs to Brandon performed by Tractor or Tandem Axle drivers:

(i) \$0.50c per hour, for all hours worked, including any hourly paid time for any applicable stops on the run.

The provisions of Article 13.06(d) apply to this premium

The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:



FOR THE UNION:



**LETTER OF UNDERSTANDING #16 - VITRAN TURNPIKES**

Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
And  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW – CANADA)

**Re: Vitran Turnpikes Rates**

The Parties agree that effective May 14, 2010 the following rates will be paid for runs to Saskatoon and Maple Creek Saskatchewan performed by Tractor drivers:

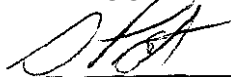
- (i) Mileage rate as **per** Category 2;
- (ii) A premium of \$0.10c **per** mile, for all miles driven on the run,
- (iii) Stop Rate as **per** the Agreement, and
- (iv) \$25.00 for shunting to or from Vitran to or from Brookside Blvd., including hooking or unhooking of trailers (per occurrence), and
- (v) \$10.00 for hooking/unhooking (while en route).

The provisions of Article 13.06(d) apply to the premium in (ii) above.


The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 24 day of SEPT 2010

FOR THE COMPANY:

  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_

LETTER OF UNDERSTANDING #17 - PRAXAIR

Between  
DIRECT TRANSPORT (WINNIPEG DIVISION)  
And  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION, AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)

Re: Praxair Rates

The Parties agree that effective July 1, 2010 the following premiums / rates will be paid for all hours on the Praxair contract:

- (i) \$16.15 per hour for all hours worked;
- (ii) A Praxair Premium of \$4.35 per hour for all hours worked, and
- (iii) \$0.45 per mile for all miles where no hourly rate is paid; (for distances travelled between cities/towns - hourly rate to begin within city limits).

The provisions of Article 13.06(d) shall not apply to this premium.

This contract position is a four (4) day on, four (4) day off run, and is predominantly a highway run; accordingly, under the terms of Article 9.02(b), no overtime will be payable.

The terms and conditions in this letter shall remain in force for so long as the existing customer contracts providing for those term and conditions remain in place and are subject to mutual agreement between the parties.

Dated this 24 day of SEPT 2010

**FOR THE COMPANY:**



**FOR THE UNION:**

