

CO  
97 07 11  
2000 07 10  
150  
A N

**HOURLY EMPLOYEES**  
**COLLECTIVE AGREEMENT**

<

BETWEEN

**LOOMIS COURIER SERVICE**  
A DIVISION OF MAYNE NICKLESS TRANSPORT INC.  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "COMPANY")

-AND-

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS OF CANADA (CAW CANADA)**  
**LOCALS 4215, 4215B and 4278**  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "UNION")

11942(01)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1998  
BETWEEN:

**LOOMIS COURIER SERVICE**, a division of Mayne Nickless Transport Inc., in the provinces of Manitoba and Saskatchewan (hereinafter referred to as the “Company)

**AND:**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and GENERAL WORKERS of CANADA (CAW Canada) Locals 4215, 4215B and 4278** in the provinces of Manitoba and Saskatchewan (hereinafter referred to as the “Union”)

WHEREAS it is the desire of the Company and the Union to enter into an agreement governing the wages, hours of work and working conditions of the employees of the Company in the classifications as contained within this agreement and to prevent strikes, lockouts and other work stoppages and/or slowdowns during the term of the Agreement.

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

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

#### **ARTICLE 1: UNION RECOGNITION**

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all hourly and other persons specified as follows:

All employees of Loomis Courier Service, a Division of Mayne Nickless Transport Inc., working in the provinces in Manitoba and Saskatchewan, including owner operators, excluding supervisors and those above the rank of supervisor and regional personnel.

Properly qualified officers of the Union shall be recognized by the Company in discussing any and all matters affecting the Collective Agreement between the Company and members of the Union;

- 1.02 Employees shall be represented by the Union Committee which shall consist of employees elected at each centre of operation of the Company. The Chairperson of this Committee shall act as the liaison between the employees and the Company. The Committee and/or Local Chairperson may at any time call upon the services of an accredited representative of the Union to assist them. The Company shall designate an individual representative to act in liaison between the Local Chairperson and the Company.
- 1.03 The provisions of ~~Part~~ I, Chapter L-2, section 43 of the Canada Labour Code dealing with successor rights and obligations is recognized by the parties. It is also agreed that during the life of the Agreement there will be no strikes or lockouts. A strike or lockout shall be defined as per the meaning outlined in the Canada Labour Code.
- 1.04 The Company shall not discriminate against any of the employees who are members of the Union Committee and who, from time to time, represent other employees.
- 1.05 The Union shall promptly notify the Company, in writing, of the name of the employees comprising the Union Committee and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the Supervisors with whom said accredited Representatives shall deal and any changes thereof.
- 1.06 The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of the Agreement. Accredited representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.
- 1.07 The Company agrees to provide space for a Bulletin Board at each of its terminals for exclusive use by the Union for posting provided that they are authorized and signed by an Officer of the Union. The said notice board shall not be located in any place where the general public has access.
- 1.08 It is hereby agreed that all certified employees shall become members of the Union and shall, as a condition of employment, become and remain members of the Union.

- 1.09 The Company agrees to deduct from the pay of each employee covered by this Agreement, **an** amount of union dues as specified by the Union and forward the full amount to the Financial Secretary of the Local Union. Deduction will be made from the last pay in each month and forwarded within fifteen (15) days of deduction. The monthly remittance shall be accompanied with a list of employees' names, active or inactive status and amounts so deducted with a copy of such deduction given to the Unit Chairperson.
- 1.10 The Company shall show the total amount of Union dues deducted on the employee's T-4 slip issued at the end of each calendar year.
- 1.11 The Company shall **furnish** to the Union a list of all new employees taken into employment by the Company including address, classification, hourly rate and phone number. The Union will supply the Company with deduction authorization forms and membership applications which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all forms and membership fees are forwarded to the Financial Secretary within fifteen (15) calendar days from the date of hire. The Company shall, at the time **of** hiring, inform the Union and the employee **as** to their status regarding whether they are full-time or part-time employee.
- 1.12 The Company shall not require **an** employee covered by this Agreement to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket *or* placard line among or against.
- 1.13 Any employee elected or appointed to a full-time position with the Union shall be granted an indefinite leave of absence without pay provided that thirty (**30**) days notice is given to the Company prior to the beginning **of** such leave. During such leave, the employee's seniority shall accumulate, welfare benefits shall be suspended thirty (30) days after such a leave commences and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day the employee returns to work. Should the employee request a continuation **of** welfare benefits during such leave, the premium will be remitted to the Company prior to the month(s) in question.

- 1.14 The Company shall grant a leave of absence without pay to any employee who attends essential Union business. The Union will give a minimum of fifteen (15) days notice of such request. It is understood that a maximum of three (3) Union members will be allowed off at one time from the Regina service area, the Saskatoon service area and the Winnipeg service area. It is agreed that in the event of an emergency occurring, the Executive and Stewards of the Local will be granted a leave of absence upon request. Only one employee from the warehouse and one employee from the clerical group may be off on leave of absence at the same time.
- 1.15 The Company may request that a Union representative be sent to another branch for consultation. Such representative will be paid at the regular rate of pay for traveling time as well as for hours of consultations, up to a maximum of normal shift hours. The Company will assume all necessary expenses.
- 1.16 No officer of the Company shall perform bargaining unit work on a regular on-going basis but may assist in an emergency situation.

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

- 1.17 The Company shall not contract out any bargaining unit work except in the event of incidental absence or work overload where no qualified employee is available on a straight time basis. The Company may then use the services of a temporary agency. It is further agreed that regular employees must advise the Company in writing of their availability to perform this work. This applies to existing Company operated facilities.

## **ARTICLE 2: MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that it is the Company's right and exclusive function to manage and generally direct and operate its business activities to include:
- (I) The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge, or otherwise discipline employees for just cause.
  - (ii) The right to maintain order and establish and enforce just rules and regulations governing the conduct of employees.
  - (iii) The right to reduce overtime hours wherever and whenever possible.

- (iv) The right to determine the products to be handled and the methods of handling and processing and related scheduling of personnel and operations.
  - (v) The right to assign work by the most economical means available to the Company.
- 2.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 2.03 The above clauses shall not deprive employees of the right to exercise the grievance procedures as outlined in this Agreement.
- 2.04 During the term of this Agreement, there will be no lockout by the Company, nor strike or work stoppage, or slowdown by the employees.

### **ARTICLE 3: GRIEVANCE PROCEDURE**

- 3.01 It is the intention of the parties that **this** procedure provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of the Article.
- 3.02 Any complaint, disagreement or difference of opinion between the Company and the Union or the employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.
- 3.03 Any employee, the Union or the Company may present a grievance. A grievance concerning a dismissal shall be submitted at Step 3. Any grievance which is not presented within fifteen (15) working days from the event giving rise to the grievance, shall be forfeited and waived by the aggrieved parties. A policy grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.
- 3.04 Any employee and/or Union Steward having a complaint must first discuss the matter with the Supervisor and/or Operations Manager. Should such discussion not result in a satisfactory resolution of the problem, the following steps will be followed:

Step 1 - The employee and/or Union Steward shall submit their formal grievance in writing to the Supervisor and/or Operations Manager, who shall reply in writing within three (3) working days. If a satisfactory settlement cannot be reached then the following procedure applies.

Step 2 - The employee and/or Union Steward will have five (5) working days from the time the answer was received, or should have been received at Step 1, to

present the complaint in writing and in person to the Branch Manager who will have five (5) working days to respond to the complaint in writing. If a satisfactory settlement cannot be reached then the following procedure applies.

Step 3 - The employee and/or Union Steward will have ten (10) working days from the time the answer was received, or should have been received in Step 2, to present the complaint to the Regional Manager who shall discuss the matter with the Unit Chairperson and/or National Representative. The Regional Manager will reply within ten (10) working days.

Failing a satisfactory settlement, the grievance may then be referred to Arbitration, within twenty (20) working days from the time of the answer in Step 3, as established in Article 4 of this Agreement.

- 3.05 The time limitations prescribed in Article 3 may be extended, but only by mutual consent of both parties in Writing.
- 3.06 Investigations in connection with a major violation of Company rules, regulations and major disciplinary actions will be held as quickly as possible. An employee may be held out of service for investigation. They will be given at least one (1) day's notice of the investigation and notified of the charges against them. This shall not be construed to mean that a proper officer of the Company may be prevented from making an immediate investigation. An employee may, if they so desires, have the assistance of one or two fellow employees, or Local Chairperson or authorized committee person of the Union, at the investigation. Upon request, the employee being investigated shall be furnished with a copy of their own statement, if it is made a matter of record at the investigation. The decision will be rendered within twenty-one (21) calendar days from the employee being investigated. An employee will **not** be held out of service pending the rendering of a decision, except in the case of dismissable offence.
- 3.07 Any employee shall be allowed to inspect their own disciplinary file in the presence of the Company, during normal business hours. Any officer of the Union, on behalf of the employee, may accompany the employee to inspect their own disciplinary file, subject to the written authorization of the employee.
- 3.08 A copy of all disciplinary notices to any employee covered by this Agreement shall be forwarded to the Unit Chairperson for perusal.
- 3.09 Any reprimand notices or disciplinary measures will be withdrawn from the employee's file after one (1) year except if there is a reoccurrence of the same or similar infraction, within that year.
- 3.10 Any matters affecting driving records will remain on the disciplinary record for three (3) years, except if there is a reoccurrence of the same or similar infraction, within that period.

- 3.11 All employees will not be required to meet with the Company without Union representation.

#### **ARTICLE 4: ARBITRATION**

- 4.01 Failing a satisfactory settlement of a grievance at Step 3, of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. Such notification must be made in writing within ten (10) working days.

During this period and prior to said notification the Regional Manager and/or designate, Union Representative and/or National Representative and the aggrieved party will meet to review all details of the grievance with a view to resolve said matter.

- 4.02 The Board of Arbitration shall consist of a single arbitrator agreed upon by the Company and the Union who shall act as the Board of Arbitration.
- 4.03 Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the matter shall be referred to the Department of Labour, who shall appoint an Arbitrator.
- 4.04 No person involved directly in the controversy under consideration shall be an Arbitrator.
- 4.05 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigations as it deems essential to a full understanding and determination of the issue involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 4.06 The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.
- 4.07 The expense of the Arbitrator shall be borne equally by the Company and the Union.
- 4.08 All monetary grievances that are mutually agreed upon, shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and the grievance settlement involved.



## ARTICLE 5: SCHEDULING WORKING HOURS AND OVERTIME

- 5.01 Except as provided in Article 5.05 and 5.06, the work week may be scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one half (1 1/2 times) the basic rate. All time worked in excess of eight (8) hours (ten (10) hours - short work week) per day, will be paid at time and one half (1 1/2 times) the basic rate for the classification.
- 5.02 Employees will be paid according to the hours scheduled. Any regular full-time or part-time employees working twenty (20) hours or more per week shall be entitled to rights and benefits of this Collective Agreement.
- 5.03 Any employee ordered to report for work at a time specified by the Company, and who does report for work at the said time, will be guaranteed a minimum of four (4) hour pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.
- 5.04 No employees shall be required to take time off in lieu of overtime hours worked.
- 5.05 Upon mutual agreement, in writing, between the Company and the Union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established.
- 5.06 (a) Regular part-time employees will be given the first opportunity by seniority and by classification to supplement their hours of work by indicating their desire to be called for additional hours. This item will not permit part-time employees to require regularly assigned casuals to give up their hours.
- (b) When additional hours worked can reasonably be foreseen amounting to a maximum of eighty (80) hours in any one pay period, when included with the employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.
- (c) Part-time employee hours will be averaged over the weekly pay period. Time and one half will be paid on hours in excess of forty (40) hours in any one work week.
- (d) Additional hours which are a continuation of a regularly scheduled shift are exempt from this provision.
- (e) When the Company determines that overtime is required, the Company will endeavour, wherever practicable, to utilize the most senior qualified available employee in that classification for overtime assignments when those assignments are known in advance and involve four (4) or more

hours of work. All overtime hours will be voluntary. Any employee who wishes to be considered for such assignments must advise the Company in writing and update the advice by the first working day of each month, however the Company is not restricted to the persons on the list. The Company will post the list of employees who have signed.

- 5.07 Any scheduled full-time employee required to perform work before the scheduled reporting time, at the request of their supervisor, will be compensated at the applicable overtime rate based on fifteen (15) minute increments provided the employee has completed the regular schedule work day.

It is further understood the early call-in starting will be scheduled at fifteen (15) minute intervals.

- 5.08 All shifts over five (5) consecutive hours, shall have a one half (1/2) hour unpaid meal period between the fourth (4th) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the employee.

- 5.09 All employees covered by this Collective Agreement shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period.

Employees who work more than six (6) hours will receive two (2) fifteen (15) minute Company paid rest periods.

## **ARTICLE 6: HOLIDAYS**

- 6.01 The following statutory holidays will be observed with pay:

New Year's Day	1st Monday in August
Canada Day	Christmas Day
Thanksgiving Day	Victoria Day
Remembrance Day	Labour Day
Good Friday	Boxing Day

- 6.02 An employee shall be paid for any statutory holiday falling during their vacation, in addition to vacation pay.

- 6.03 If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following their vacation.
- 6.04 Eligible employees are those employees who are full-time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and have been employed in excess of thirty (30) calendar days. An eligible employee will be entitled to pay for the above noted holidays, although no work is performed provided such employees work their full scheduled shift prior to the holiday and their full scheduled shift after the holiday, unless excused by their supervisor.
- 6.05 Holiday pay will be computed by multiplying the employee's basic hourly rate of pay by the average number of hours per day worked by the employee during the previous twenty (20) days.
- 6.06 Those employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for their classification.
- 6.07 If an employee's normal shift starts prior to twelve (12:00 A.M.) o'clock midnight of the day before the declared holiday, the employee will be paid at their regular scheduled rate. Any employee commencing work before twelve (12:00 A.M.) o'clock midnight of the declared holiday will be paid at time and one half (1 1/2 times) for the day worked in addition to the holiday pay.
- 6.08 In the event a statutory (general) holiday is proclaimed by the federal government, such holiday shall also be observed if not already listed in the above holidays.
- 6.09 In the case of a general holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In case of a general holiday falling on a Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.

## **ARTICLE 7: VACATION AND VACATION PAY**

- 7.01 No later than the 15th of January of each year, the Company will post on the Union bulletin board a list of the employees in order of seniority using the employee's respective seniority dates.

7.02 Each employee will select their desired time for vacation, understanding that vacations cannot be taken until after seniority date. An employee shall be required to select their vacation dates prior to March 31st of each year. Any employee failing to select their vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall be required to wait until all other eligible employees within the depot or branch have selected their dates. Any employee who wishes to change their selection after the 31st day of March will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval.

7.03 The Company will permit an acceptable level of employees to take vacation at the same time provided the business needs can be maintained. The Company will determine the level of business requirements. However, it is understood that the vacation requests will not unreasonably be refused.

Any changes to an existing and approved schedule can only be made by mutual agreement between the supervisor and the employee.

7.04 Employees may split their vacation weeks, if they desire, or take them consecutively up to a maximum of three (3) weeks. Under special circumstances, this may be extended by mutual agreement. Such requests will not be unreasonably denied.

7.05 Full time and part-time employees who have completed one (1) year as regular

Years Service	Entitlement Weeks	% of Earnings
One (1)	Two (2)	4%
Four (4)	Three (3)	6%
Eight (8)	Four (4)	8%
Twelve (12)	Five (5)	10%

7.06 Regular full-time and regular part-time employees will receive vacation pay at the percentage entitlement applied to their annual gross earnings for their anniversary year for which they are receiving their vacation.

7.07 Vacation pay shall be paid to the employee by separate cheque with pay immediately preceding their departure on vacation. Upon written request an employee's vacation pay will be paid to employees on their return from vacation with thirty (30) days notice prior to the commencement of the vacation.

- 7.08 Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in by mutual agreement, prior to their returning to work, the employee and the Company will reschedule the employee's remaining vacation by mutual agreement.
- 7.09 In the event that an employee leaves the employ of the Company, they shall receive four percent (4%) of their gross earnings they received while in the employ of the Company less any vacations paid. If an employee has completed six (6) consecutive years of employment, the employee shall be paid six percent (6%) of their wages for any completed portion of their sixth year of their employment, less any vacations already paid. This shall not apply to employees retiring who will be paid in accordance with Article 7.05.
- 7.10 Employees must take their earned vacation for which they are eligible, within twelve (12) months from the end of the anniversary for which the vacation was earned or shall be paid for days not taken, providing they take not less than the minimum vacation required by the Canada Labour Code. No employee will be permitted to accumulate vacation from year to year.

## **ARTICLE 8: PENSION, HEALTH AND WELFARE**

- 8.01 **RETIREMENT** The retirement date for all employees will be the first day of the month following the employee's sixty-fifth (65th) birthday unless the employee was born on the first day of the month in which their retirement date is their sixty-fifth (65th) birthday.
- 8.02 The Company shall provide a comprehensive health and welfare plan, the cost of which, to the employee, will be the equivalent of one percent (1%) per month of regular earnings and any increase in cost during the life of this Agreement, will be paid by the employee.

These benefits include:

- 1) Death benefits
  - Life Insurance up to a maximum of \$40,000 based on the options selected in the plan.
  - ~~Accident~~, Death and Dismemberment up to a maximum of \$40,000 based on the option selected.
- 2) Provincial Medical Insurance applicable for each province.
- 3) Major Medical Insurance.
- 4) Dental Plan - 3 month waiting period.

- 5) Weekly Indemnity
  - Short Term Disability - 70% of average weekly earnings up to the EI maximum for 15 weeks.
  - Long Term Disability - 70% of average weekly earnings to a maximum of \$250.00/week for two years.
  - Average weekly earnings will be based on the **six** weeks prior to disability.
- 6) Felonious Assault
  - \$20, 000 from the date **of** hire.
- 7) Personal Accident Insurance
  - Optional insurance paid for by the employee.
- 8) Vision Care
  - \$100.00 every 24 months for employee only.

The above is **an** outline of the program offered, the actual benefits, waiting periods and amounts payable and are outlined in the brochures available from the Company.

- 8.03 The Company will make available to all eligible employees and their dependents a group accident insurance plan for those employees who voluntarily enroll in the, plan and who continue to pay the required monthly premiums.

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period. Eligibility is defined as the first thirty-one (31) days from which an employee acquires a dependent.

The employee must complete a Declaration of Status document in order to qualify for health and welfare benefits. Eligibility commences after one (1) year of common-law status; dependent coverage can only be applied for during the first thirty-one (31) day eligibility period.

A spouse is deemed to be:

- A person married *to* the employee as a result **of** a valid civil or religious ceremony, including a person separated from the employee.

- A person of the opposite sex, or same gender partner with whom the employee has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status).

8.04 **SICK LEAVE PAY**

Employees who work sixteen hundred (1600) hours or more in the previous year shall, upon each anniversary year of employment, have six (6) days, forty-eight (48) straight time hours sick leave with pay placed in their sick leave bank. Unused sick leave days will be paid out at straight time rate at the end of each anniversary year providing that the bank does not go below six (6) days per year. All sick leave entitlement previously granted will be required for sick leave or paid out within the maximum cash out of six (6) days per year. Maximum cumulative sick days in the bank cannot exceed thirty-six (36) days.

8.05 Regular part-time employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .023. Maximum cumulative days in the bank cannot exceed thirty-six (36) days.

8.06 **PENSION PLAN**

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

(b) Contribution by Company

For each employee covered by the Pension Plan, the Company shall contribute the equivalent of one (1%) percent of the employee's earnings as defined in the Collective Agreement.

Contributions by Employees

Every employee covered by the Pension Plan shall contribute one (1%) percent of their earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month.

(c) The contributions are payable to the Trustees of the Pension Trust Fund by the fifteenth (15th) of the month following the work month completed. The payment will include the employee's contributions.

(d) The contributions are payable to the Trustees of the Pension Trust Fund Administrator as designed by the National Automobile, Aerospace, Transportation and General Workers Union.

(e) The Pension Plan Administrator agrees to provide full disclosure to a representative of the Company on a regular basis (minimum one (1) year).

8.07 The Company agrees to provide those eligible employees with current details and information covering all employee benefits and programs in which the employees covered by this Agreement are entitled to participate. This information shall be provided at the date of hire.

#### **ARTICLE 9: FELONIOUS ASSAULT**

9.01 The Company will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of twenty thousand (\$20,000) dollars.

#### **ARTICLE 10: SENIORITY**

10.01 The purpose of seniority is to provide a policy governing preference, lay-offs and recalls. Seniority is defined as the continuous length of service in the bargaining unit within each Branch and shall be applied accordingly as set out in other provisions of the Agreement.

10.02 The Company shall post an up-to-date seniority list showing names, initials of the employee, date of employment and will ensure that this list is posted on or about March 31st, June 30th, September 30th, and December 31st of each year. A copy of the seniority list shall be provided to the Unit Chairperson.

10.03 (a) All new employees shall be considered on a probation during ninety (90) days worked following the beginning of their employment. If found unsuitable during this period, such employee will not be retained in the service. After the completion of this ninety (90) day period, the employee shall be placed on the seniority list and their seniority shall be established retroactively from their date of last hire.

(b) In the event that a casual worker secures a part-time or full-time position, they will not be required to repeat the probationary period outlined in Article 10.04(a) provided they have worked 720 hours with the Company.

10.04 **An** employee shall lose their seniority in any of the following events:

(a) They are discharged for **cause** during the probationary period;

(b) They voluntarily leave the employ of the Company;

(c) They fail to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail, except for a bona fide emergency where communicated to the Company within five (5) working days;



- (d) They fail to report to work for three (3) working days without notifying the Company, except for a bona fide emergency.
  - (e) They have been on lay-off for a period of eighteen (18) months or longer;
  - (f) They transfer to another district or terminal with the Company but outside the bargaining unit.
- 10.05 **An** employee may contest the seniority list within thirty (30) working days following its posting. Afterwards, the list shall become official. There may be an exception to the above mentioned rule in the event that an employee is absent for a period of as least thirty (30) days following the posting of the seniority list.
- 10.06 Employees on leave of absence may not exercise seniority for job vacancies posted during this period.
- 10.07 An Owner/Operator in good standing with the Company, who transfers to a vacant hourly rated position will be granted a seniority date in accordance with the terms and conditions of this Agreement, effective on the first day of work under the Agreement.
- 10.08 A Company employee in good standing who transfers to an open Owner/Operator run, will be granted a service date in accordance with the Collective Agreement for that group.
- 10.09 In the case of multiple hirings on a given day, the employee's seniority will be determined by their clock-in time on their first day of work.
- 10.10 There will be no loss of Branch seniority for employees on medical leave, illness or Workers' Compensation. Throughout the absence period, employees shall provide ongoing proof of disability every three (3) months.

#### **ARTICLE 11: LAY-OFFS**

- 11.01 The Company and the Union accept the principle of seniority in lay-offs and rehiring and agree that if the employee possesses the required qualifications and ability, seniority will govern.
- 11.02 When adding to the work force of the employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.

- 11.03 The Company will notify such employees at their last known address by registered mail. If such employees fail to report within five (5) working days from date of receipt, the standing as an employee of any such person failing to report within five (5) days will be forfeited.
- 11.04 In the event of a lay-off, employees employed more than three (3) consecutive months will receive two (2) weeks notice in writing of such lay-off or two (2) weeks pay in lieu of notice.
- 11.05 Severance Pay - Regular full-time and part-time employees with one (1) year or more of service whose employment is terminated for reasons other than just cause, will receive one (1) weeks' pay for every year of service. If the employee accepts the severance pay, then they shall be terminated.

## **ARTICLE 12: SAFETY AND EQUIPMENT**

- 12.01 The Company will not require employees to operate any vehicle on the streets or highways that is not in safe operating condition or equipped with safety appliances prescribed by law or that has not been passed by the Safety Inspection Board of the Department of Motor Vehicles, where applicable. It will not be a violation of this Agreement when employees refuse to operate unsafe vehicles or those not properly equipped as prescribed by law. All unsafe vehicles shall be locked out and red tagged.
- 12.02 Employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the employee.
- 12.03 The Company will not ask any employee to take out a vehicle until same has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management and a certified mechanic. Such Certificate shall be in writing.
- 12.04 Company vehicles will be equipped with a hand cart.
- 12.05 Maintenance of the equipment in good running condition is the duty and responsibility of the Company.
- 12.06 All vehicles will be equipped with adequate heaters, windshield wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.

- 12.07 Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.
- 12.08 The Company must keep speedometers, odometers and fuel gauges in proper working order and reasonably accurate.
- 12.09 Accidents for which the employee is at fault or for which their action or lack of action is a contributing factor, will result in disciplinary action.
- 12.10 Employees shall be paid for all time lost during the investigation period relating to an accident for which that employee was not at fault.
- 12.11 Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.
- 12.12 An employee will notify their supervisor for direction on handling goods in the event an article is not properly package or presents a hazardous potential. The employee and the supervisor will mutually agree on a course of action to be taken.
- 12.13 Where required, the Company will provide and maintain a first aid room in keeping with Federal and Workers' Compensation Board regulations.
- 12.14 The Company will reimburse an employee for the cost of procuring a drivers abstract and/or police record at the request of the Company upon presentation of a receipt. New employees shall incur such costs for the above at first hiring.

**ARTICLE 13: INJURY AND BEREAVEMENT LEAVE**

13.01 In the event of a disabling injury on the job, an employee will be paid for the number of hours which the employee was scheduled to work on the date of the injury.

13.02 Bereavement Leave

Every full-time and part-time employee shall be entitled to a paid leave up to three (3) working days, in the event of the death of a spouse, child, father, mother, brother, sister, mother-in-law, father-in-law and any relative in the employee's domicile. Proper justification must be provided upon request.

The Company will grant a one (1) day leave without loss of pay, on request, for a full-time or part-time employee to attend the **funeral** of their grandparent, brother-in-law or sister-in-law.

This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on a leave of absence or lay-off.

## **ARTICLE 14: JURY DUTY**

14.01 When a full-time or part-time employee is required to serve on a jury or is subpoenaed as a witness, the employee will be paid the wages they would normally have earned at work, but the employee shall reimburse the Company the amount of the fees they would have received for the period served while on jury or witness duty.

## **ARTICLE 15: LEAVE OF ABSENCE**

15.01 If an employee desires an unpaid leave of absence for reasons other than those referred to in this Agreement, proper justification, in writing, must be submitted to the Company as soon as possible. The Company agrees that no legitimate or reasonable request will be denied. A leave of absence of a period of sixty (60) days or less shall not be deemed a loss of seniority. Extensions beyond sixty (60) days must be mutually agreed to in writing between the Company and the Union.

## **ARTICLE 16: JOB POSTING**

- 16.01 (a) When an employee vacancy occurs for any reason, the Company will post within five (5) days at the appropriate depot or branch, the said vacancy for three (3) working days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification and scheduled hours. Selection will be on the basis of the employee's qualifications and seniority within the classification. Seniority will be by branch and depot only. A copy of all postings will be given to the Unit Chairperson.
- (b) Should the vacancy not be filled from the employees in the classification posted, employees outside of the classification in that particular branch or depot may apply.
- (c) Should the vacancy not be filled from the employees in that particular branch or depot, employees from other branches or depots may apply.
- (d) All employees who are awarded a posted position, must serve a ninety (90) day probation period in their new position. If the employee does not, in the opinion of the Company, qualify for the position concerned, they shall ~~revert~~ revert to their former position without loss of seniority.

All existing employees who are awarded a posted position which involves training must serve a ninety (90) day period ~~of~~ training in their new position.

During this ninety (90) day period, these employees will not be permitted to bid on any newly posted vacancy.

- 16.02 A work schedule change of two (2) hours or less will not require job posting. This only applies to start and finish times of a shift and not the total hours of work. In an emergency one-time situation, a work schedule may be changed by more than two (2) hours without the required three (3) working days posting.
- 16.03 Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder with a copy given to the Unit Chairperson.
- 16.04 Should a full-time employee be absent from work for thirty (30) working days or more for legitimate reasons, this position will be offered to the part-time employees in order of seniority within that depot for the duration of the full-time employee's absence.
- 16.05 (a) In the event that a branch or depot closes, or should any position within the bargaining unit be wholly discontinued, and employees be displaced as a result, each displaced employee may exercise their overall Company seniority by bidding on a vacant position in any other branch or depot covered by this Agreement in accordance with 16.01 (c), above.
- (b) The Company will not delay making this change for an unreasonable period of time.
- 16.06 This entire article will apply only to the filling of the original vacancy created, and the next vacancy thus created. The resulting third vacancy shall be filled by the senior qualified employee who requests same in writing.

## **ARTICLE 17: UNIFORMS**

- 17.01 The Company will pay for new uniforms when such uniforms are required. **All** uniforms are and will remain the sole property of the Company. The employees will be expected to properly care for and keep same in good repair and condition at the employee's expense. **All** uniforms will be returned to the Company upon termination of employment, and when requesting replacement as required.
- 17.02 (a) If safety boots or shoes are deemed necessary by the Company, the Company will refund the employee the cost of such boots or shoes up to a maximum of fifty dollars (~~\$50.00~~) upon submission of a sales receipt. **This provision will only cover one pair of boots in a twelve month period.** Effective July 11, 1998, the maximum will be seventy-five (\$75.00) dollars upon submission of a sales receipt.
- (b) Warehouse employees during their probationary period will be provided for as in 17.02(a). In the event the employee does not successfully complete the probationary period, advances forwarded as per 17.02(a) above will be deducted from final pay.

- 17.03 Any employee working in the warehouse will be supplied with three (3) pairs of coveralls. Responsibility for cleanliness and repair will be that of the employee. The Company will make three (3) parkas available for common use in each branch where the need arises to leave the branch.
- 17.04 When the need arises for a driver to pickup and deliver packages to customers, the Company will supply a courier uniform.
- 17.05 As a condition of employment, it is agreed that the prescribed uniforms will be worn while on duty.

#### **ARTICLE 18: TRAINING**

- 18.01 From time to time, employees will be required to attend training courses and/or educational meetings outside their scheduled hours and these hours shall be paid at straight time within their designated classification.
- 18.02 The Company will ensure that each and every employee is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations.
- 18.03 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. Their supervisory office may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Unit Chairperson will be informed in writing when employees exchange positions in accordance with this Article.
- 18.04 Where training opportunities/equipment are provided on a voluntary basis, an employee taking advantage of **such** training will not be compensated.

#### **ARTICLE 19: DEFINITIONS**

- 19.01 **“Seniority”** of an employee means ~~the~~ duration of continuous service for the Company since the employee’s last ~~hiring~~. There is no allowance for service acquired before, actually joining Loomis Courier Service.
- 19.02 **“Lead Loader”** - A regularly scheduled employee who directs, coordinates and supervises the work of employees under the direction of their supervisor within their particular unit or section. However, they shall not have the authority to hire, suspend, dismiss or discipline employees.

- 19.03 **“Regular Full-Time Employees”** - Any employees regularly scheduled to work forty (40) hours per week shall be considered full-time employees and will be paid forty (40) hours at the basic rate established for their respective classification.
- 19.04 **“Regular Part-Time Employees”** - Part-time employees shall be those who work less than forty (40) hours and more than twenty (20) hours per week at the rate established for their respective classifications.

## **ARTICLE 20: MISCELLANEOUS**

- 20.01 **LICENSES: Drivers** - If a driver's driving privileges are suspended or rescinded for any reason, the driver will be laid off until a vacancy occurs, at which time the laid off driver will be recalled as outlined in Article 11.
- 20.02 **SUNDRY** - It shall be the responsibility of every employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.
- 20.03 **PERSONAL PROPERTY** - The Company shall not be responsible for the loss, damage or destruction of employee's personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.
- 20.04 **HIRING** - The Company will provide each employee a copy of the Collective Agreement at the time of hire.
- 20.05 **EMPLOYEE LUNCHROOM** - The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location.
- 20.06 Maintenance of the employee's lunchroom will be the responsibility of the Company, however, employees agree to observe common courtesy, manners and rules of cleanliness in the use thereof.
- 20.07 If requested, the Company will pay an employee's wage while they attend union business outside the workplace, and will invoice the applicable Local monthly for reimbursement.

## **ARTICLE 21: MEDICAL EXAMINATIONS**

- 21.01 Any medical examination requested by the Company shall be promptly complied with by the employee provided, however, the Company shall pay for such examination.

- 21.02 (a) When a medical examination is required by the Company, other than a medical for pre-employment, for W. C. B. or M. S. A., the employee shall be paid for actual time involved, not to exceed four (4) hours if during working hours.
- (b) Any employee who drives a motor vehicle in the course of employment, must take a medical examination to verify their right to drive such motor vehicle. Such examination not paid for under the Provincial Health Plan will be paid for by the Company.
- 21.03 If, following a Company requested medical examination, any employee is deemed physically incapable of carrying out their regularly assigned duties, the following procedures shall be followed:
- (a) The Company shall notify the employee of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee, at their own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by their personal physician.
- (b) Where there is no agreement between the Company's physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding on all parties.
- (d) Fees of the consultant shall be borne jointly by the Company and the Union if such costs are not covered under the Provincial Health Plan
- (e) Should the consultant deem the employee to be capable of carrying on with their assigned duties, then the employee shall not suffer any loss of earnings caused by their having been removed from, or temporarily suspended from their regularly assigned duties.



21.04 Should an employee be reclassified as a result, they will be paid at the then existing rate of pay of their new classification. In the event that no position can be identified to accommodate the employee, they will:

- (a) be placed on lay-off (medical leave of absence without pay) or;
- (b) qualify for participation in any of the employee benefit programs to which they are entitled and is a participating member, or;
- (c) qualify for Worker's Compensation if their incapacity results from an on-the-job illness or injury.

21.05 Furthermore, the Company shall advise the employee at least two (2) working days in advance, wherever possible, of such medical examination. The time and date of examination to be mutually agreed upon.

**ARTICLE 22: CLASSIFICATION AND WAGES**

22.01 Full and Regular Part-Time Employees

Effective July 11, 1997:

	<b>0 - 3 Months</b>	<b>4 - 12 Months</b>	<b>13 - 18 Months</b>	<b>19 - 24 Months</b>	<b>25 - 36 Months</b>	<b>37+ Months</b>
Warehouse	10.02	11.36	11.63	11.95	12.31	12.58
Courier Driver	10.62	11.96	12.23	12.55	12.93	13.19
Lead Loader		12.21	12.49	12.80	13.17	13.44

Effective July 11, 1998:

	<b>0 - 3 Months</b>	<b>4 - 12 Months</b>	<b>13 - 18 Months</b>	<b>19 - 24 Months</b>	<b>25 - 36 Months</b>	<b>37+ Months</b>
Warehouse	10.52	11.86	12.13	12.45	12.81	13.08
Courier Driver	11.12	12.46	12.73	13.05	13.43	13.69
Lead Loader		12.71	12.99	13.30	13.67	13.94

	<b>0 - 3 Months</b>	<b>4 - 12 Months</b>	<b>13 - 18 Months</b>	<b>19 - 24 Months</b>	<b>25 - 36 Months</b>	<b>37+ Months</b>
Warehouse	11.02	12.36	12.63	12.95	13.31	13.58
Courier Driver	11.62	12.96	13.23	13.55	13.93	14.19
Lead Loader		13.21	13.49	13.80	14.17	14.44

<b>Effective</b>	<b>0 - 6 Months</b>	<b>7 - 12 Months</b>	<b>13+ Months</b>
July 11, 1997	9.18	10.06	11.11
July 11, 1998	9.68	10.56	11.61
July 11, 1999	10.18	11.06	12.11

## ARTICLE 25: ANTI-HARASSMENT AND DISCRIMINATION

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

If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- a) Tell the person involved as soon as possible, how you feel, and request that they stop the conduct you find offensive.
- b) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Manager, Human Resources and/or a Union Representative.
- c) The parties will review the complaint and where warranted, will strike a committee and carry out a joint investigation.
- d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis.
- e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) working days after the lodging of the written complaint.
- f) All matters brought before the committee will be dealt with the utmost confidentiality.
- g) Any complaint not resolved through this process may be addressed by the Union pursuant to Article 3.



**ARTICLE 26: DURATION OF AGREEMENT**

26.01 This Agreement shall be in full force and effect from and including July 11, 1997 to and including July 10, 2000 and shall continued in full force and effect from year to year thereafter, subject to the right of either party to this agreement within four (4) months immediately preceding the expiry date in any year thereafter by written notice to require the other party to commence collective bargaining with the view to conclusion or renewal of a Collective Agreement.

Dated at Winnipeg, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 1998

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
Rick Tataryn - Regional V.P.

\_\_\_\_\_  
Curt Nessel - Pres., Local 4278

\_\_\_\_\_  
Ross Wace - Mgr., Human Resources

\_\_\_\_\_  
Bruce Pawliuk - Pres., Local 4215

\_\_\_\_\_  
Kelly Hamm - Pres., Local 4215B

\_\_\_\_\_  
Bob Lower - Negotiating Committee

\_\_\_\_\_  
Tracy Glover - Negotiating Committee

\_\_\_\_\_  
Cecile Cassista - CAW, Nat'l Representative

## APPENDIX 'A'

### Casuals

It is agreed that casuals will not hold seniority under any other clauses of the Collective Agreement, except as specifically addressed as follows:

1. Company will recognize the present group of employees called "casuals" to now be under the scope of the Union clause.
2. Casuals will be ranked according to the number of hours worked, adjusted on a quarterly basis. Applications for a vacant full-time or part-time position, from qualified casual employees, will be given consideration prior to applicants from outside the Company. When more than one qualified casual employee applies, the qualified applicant with the most hours worked, as recorded on the list will be given preference for consideration, as between the other casual employees who have applied.
3. Casuals will be put on a call-in list based on their service date with the Company, and the casual employee will notify the Company by the Friday of each week of their availability for work the following week.
4. Casual employees will normally work less than 20 hours per week and not be afforded benefits.
5. Casual employees will be paid \$0.50/hour less than regular classification start rate.
6. A casual employee will only accrue seniority once they have acquired a full-time or part-time classification.
7. For the purposes of flexibility, due to business demands, illness or injury, casual employees may have their start or finish times adjusted the day of the designated work.
8. If the casual employee has not worked in two (2) months, the employee's name will be removed from the call-in list.
9. In the situation of a reduction of the work force, full-time and part-time employees will have the option of bumping onto the casual list or to take the lay-off.

10. Casual employees will not normally be used to circumvent the hiring of full-time or part-time positions but will be utilized to perform work outside of scheduled work periods and peak periods of activity.
11. Casual employees may be used to relieve full-time and part-time positions when the regular employees are absent.
12. A casual employee will be removed from the call-in list if the employee refuses three requests to work.

Note: 9. above

A full-time or part-time employee who has been chosen to move onto the casual call-in list during a period of lay-off, will be deemed to be on lay-off and as such is governed by the seniority Articles and recall privileges, realizing that if they are not recalled in the appropriate period they will lose any recall rights and be removed from the seniority list.

Casual work shall be posted **as** regular part-time or full-time position when the work has resulted in an average of twenty **(20)** hours per week for the previous three **(3)** months or where it is determined that a feasible part-time position exists.

**LETTER OF AGREEMENT**

**BETWEEN**

**LOOMIS COURIER SERVICE**  
A DIVISION OF MAYNE NICKLESS TRANSPORT INC.  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "COMPANY")

**-AND-**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS OF CANADA (CAW CANADA)**  
**LOCALS 4215, 4215B, AND 4278**  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "UNION")

The Company agrees after July 11, 1999 to pay into a special fund one cent (\$0.01) per hour per employee for all compensated hours for the purpose of providing paid educational leave. Said paid educational leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the national union, CAW-Canada and sent by the Company to following address:

CAW Paid Education Leave Program  
c/o CAW-Canada  
205 Placer Court  
Willowdale ON M2H 3H9

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

Dated at Winnipeg, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE COMPANY

FOR THE UNION

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

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

July 8, 1998

Cecile Cassista  
National Representative  
C.A.W. -Canada  
1376 Grant Avenue  
Winnipeg, Manitoba  
R3M 3Y4

Dear Madam:

Letter of Agreement re: Office Staff Scheduling

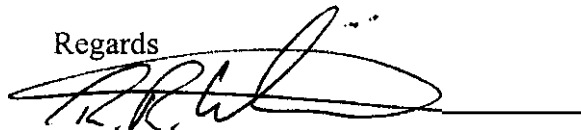
This letter will confirm the understanding reached between the parties at the recently concluded negotiations for the renewal of the collective agreement which expires July 10, 2000. Notwithstanding wording to the contrary in the current collective agreement, the following list of employees will be scheduled in accordance with Article 5.01(b) of the agreement which expired October 14, 1994 which read as follows:

Where it has been the practice for the monthly rated employees to work less than eight (8) hours per day, that practice shall be continued unless changed due conditions beyond the control of the Company. Should these individuals be required to work eight (8) hours per day, overtime will not accrue until forty (40) hours service has been performed in a week.

The following employees are affected:

Regina:	Richelle Barnsley	Barb Popik
	Brad Wolf	
Saskatoon:	Margaret Connolly	Dale Legare
	Terry Muir	
Winnipeg:	Rita Olson	
	Joey Peries	

Regards



R. Ross Wace  
Manager, Human Resources  
Western Canada



**APPENDIX "B"**

**OWNER/OPERATORS**

BETWEEN

**LOOMIS COURIER SERVICE**  
A DIVISION OF MAYNE NICKLESS TRANSPORT INC.  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "COMPANY")

-AND-

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS OF CANADA (CAW CANADA)  
LOCALS 4215, 4215B and 4278**  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "UNION")



THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 1998 BETWEEN:

**LOOMIS COURIER SERVICE**, a division of Mayne Nickless Transport Inc., in the provinces of Manitoba and Saskatchewan (hereinafter referred to as the "Company")

**AND:**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and GENERAL WORKERS of CANADA (CAW Canada) Locals 4215, 4215B and 4278** in the provinces of Manitoba and Saskatchewan (hereinafter referred to as the "Union")

WHEREAS it is the desire of the Company and the Union to enter into an agreement to prevent strikes, lockouts and other work stoppages and/or slowdowns during the term of the Agreement.

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

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

#### **ARTICLE 1: UNION RECOGNITION**

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Owner/Operators.

Properly qualified officers of the Union shall be recognized by the Company in discussing any and all matters affecting the Collective Agreement between the Company and the Owner/Operators who are members of the Union.

1.02 The provisions of Part 1, Chapter L-2, Section 43 of the Canada Labour Code dealing with the successor rights and obligations is recognized by the parties.

1.03 The Company shall not discriminate against any of the Owner/Operators who are Union Stewards and who, from time to time, represent other Owner/Operators.

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

- 1.05 The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of this Agreement. Accredited Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.
- 1.06 It is hereby agreed that all Owner/Operators shall become members of the Union and shall, as a condition of employment, become and remain members of the Union.
- 1.07 The Company agrees to deduct from the invoice of each Owner/Operator by **this** Agreement, an amount of **union** dues as specified by the Union and forward the full amount to the Financial Secretary of the Local Union. Deduction will be made from the last invoice in each month and forwarded within fifteen **(15)** days of deduction. The monthly remittance shall be accompanied with a list of Owner Operators' names, active or inactive status and amounts **so** deducted with a copy of such deduction given to the Unit Chairperson.
- 1.08 The Company shall furnish to the Union a list of all new Owner/Operators contracted by the Company including address and phone numbers. The Union will supply the Company with deduction authorization forms and membership applications which shall be signed by all new Owner/Operators on the date of contract. It will be the responsibility of the Company to ensure that all forms and membership fees are forwarded to the Union Treasurer within fourteen (14) calendar days from the date of contract.
- 1.09 It is agreed that during the life of this agreement there will be no strikes or lockouts. A strike or lockout shall be defined as per the meaning outlined in the Canada Labour Code.
- 1.10 The Company shall not require an Owner/Operator covered by **this** Agreement to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against, subject to discussion between the parties.
- 1.11 The Company shall grant a leave of absence to an Owner/Operator who is an Executive Committee member or Steward attending essential Union business, provided the Owner/Operator has secured a Company approved replacement. Leave of absence will not exceed two **(2)** weeks. The Union will give a minimum of five **(5)** days notice of such request. The Company will consider requests for such leave in excess of two (2) weeks, but not to exceed four **(4)** weeks, based on the individual circumstances at the time.

- 1.12 It is understood that the Company's officers, managers, supervisors, dispatchers, sales and office staff shall not perform the work of the regular Owner/Operators except in an emergency situation where no Owner/Operators are readily available to be called to perform such work.
- 1.13 Thirty (30) days advance notice will be given to Owner/Operators when major alterations to his/her route assignments are to be made. The local shop steward will be copied on any such notice. In this event, if the Owner/Operator requires a change in equipment the advance notice will be sixty (60) days.
- 1.14 A Dependent Contractor (Owner/Operator) is deemed to be an "employee" of the Company, for collective bargaining purposes, as defined by the Canada Labour Code Part 1.

## **ARTICLE 2: MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that it is the Company's right and exclusive function to manage and generally direct and operate its business activities to include:
- (i) The right to contract with, re-mute, or terminate contract for just cause.
  - (ii) The right to maintain order and establish and enforce just rules and regulations governing the conduct of Owner/Operators.
  - (iii) The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- 2.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of the Agreement.
- 2.03 The above clauses shall not deprive Owner/Operators of the right to exercise the grievance procedures as outlined in this Agreement.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

- 3.01 It is the intention of the parties that this procedure provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.
- 3.02 Any complaint, disagreement, or difference of opinion between the Company and the Union or the Owner/Operators covered by this Agreement which concerns the application or interpretation of the terms of this Agreement, shall be considered a grievance.

3.03 Any Owner/Operator, the Union or the Company may present a grievance. A grievance concerning a dismissal shall be submitted at Step 3. Any grievance which is not presented within fifteen (15) working days from the event giving rise to the grievance, shall be forfeited and waived by the aggrieved parties. A policy grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.

3.04 Any Owner/Operator and/or Union Steward having a complaint must first orally discuss the matter with the Supervisor and/or Operations Manager. Should such discussion not result in a satisfactory resolution of the problem, the following steps will be followed

Step 1 - The Owner/Operator and/or Union Steward shall submit their formal grievance in writing to the Supervisor and/or Operations Manager, who shall reply in writing within three (3) working days. If a satisfactory settlement cannot be reached then the following procedure applies.

Step 2 - The Owner/Operator and/or Union Steward will have five (5) working days from the time the answer was received, or should have been received at Step 1, to present the complaint in writing and in person to the Branch Manager who will have five (5) working days to respond to the complaint in writing. If a satisfactory settlement cannot be reached then the following procedure applies.

Step 3 - The Owner/Operator and/or Union Steward will have ten (10) working days from the time the answer was received, or should have been received in Step 2, to present the complaint to the Regional Manager who shall discuss the matter with the Unit Chairperson and/or National Representative. The Regional Manager will reply within ten (10) working days.

Failing a satisfactory settlement, the grievance may then be referred to a Board of Arbitration, within twenty (20) working days from the time of the answer in Step 3, as established in Article 4 of this Agreement.

3.05 The time limitations prescribed in Article 3 may be extended, but only by mutual consent of both parties, in writing.

3.06 Any Owner/Operator required to enter the office of a Supervisor regarding an alleged contract violation, or to receive a letter in this regard, may be accompanied by a member of the Local Executive.

3.07 A copy of all contract violation warnings to any Owner/Operator covered by this Agreement shall be forwarded to the local Union Representative.

- 3.08 Correspondence concerning contract violations will be withdrawn from an Owner/Operator's Business Agreement file after one (1) year, except when there is a recurrence of a same or similar violation within that year. Documents concerning a criminal or civil matter, or the Owner/Operator's driving record may affect continuation of the Business Agreement, and will be retained as a matter of record.
- 3.09 Any Owner/Operator shall be allowed to inspect their own contract file in the presence of the Company, during normal business hours. Any officer of the Union, on behalf of the Owner/Operator, may accompany the Owner/Operator to inspect their own contract file, subject to the written authorization of the Owner/Operator.
- 3.10 Investigations in connection with a major violation of Company rules, regulations and major disciplinary actions will be held **as** quickly **as** possible. An Owner/Operator may be held out of service for investigation. They will be given at least one (1) days notice of the investigation and notified of the charges against them. **This** shall not be construed to mean that a proper officer of the Company, may be prevented **from** making an immediate investigation. An Owner/Operator may, if they so desire, have the assistance of one or two fellow employees, or local chairperson or authorized committee person of the Union, at the investigation. Upon request, the Owner/Operator being investigated shall be furnished with a copy of their own statement, if it is made a matter of record at the investigation. The decision will be rendered within twenty-one (21) calendar days from the Owner/Operator being investigated. An Owner/Operator will not be held out of service pending the rendering of a decision, except in the case of a dismissable offence.

#### **ARTICLE 4: ARBITRATION**

- 4.01 Failing a satisfactory settlement **of** a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to Arbitration. Such notification must be made in writing **within** twenty (20) working days.
- 4.02 The Arbitration shall consist of a single Arbitrator designated by the Company and the Union.
- 4.03 Failing agreement on the selection of an Arbitrator **within** seven (7) calendar days, the matter shall be referred to the Department of Labour, who shall appoint an Arbitrator.
- 4.04 No person involved **directly** in the controversy under consideration shall be **an** Arbitrator.

- 4.05** The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigations as it deems essential to a full understanding and determination of the issues involved. In reaching their decision, the Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement, or any contractual arrangements between the Owner/Operator and the Company.
- 4.06** The decision of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.
- 4.07** The expense of the Arbitrator shall be borne equally by the Company and the Union.
- 4.08** All monetary grievances that are mutually agreed upon, shall be paid the following pay period, either by separate cheque or, in the alternative, the Owner/Operator's regular cheque shall be accompanied by a written statement outlining the amount and the grievance settlement involved.

## **ARTICLE 5: SENIORITY**

- 5.01** Each Owner/Operator will establish a Company seniority date, which will be the date at which the Owner/Operator first entered the service of the Company, which is normally the date of signing their first business agreement, provided they have worked continually since that date.
- 5.02** When reducing Owner/Operators at any location, the Company will reduce the junior Owner/Operator if it is practicable to do so. In the event it is not, it is recognized bumping is not permitted.
- 5.03** Seniority for Owner/Operators shall begin on the date they last entered into the service of a position covered by this Agreement.
- 5.04** A terminated Owner/Operator, in good standing who is qualified and has the required vehicle will be offered a vacancy that arises, in order of Company seniority date.
- 5.05** The Company will post a seniority date list at each branch every **four (4)** months. Any Owner/Operator objecting to their date, must submit their appeal in writing to the Company and the Union within fourteen **(14)** days of such posting. Where proof of error is shown, the seniority listing will be corrected as agreed upon.
- 5.06** An Owner/Operator who transfers to a vacant hourly position, will be granted a seniority date in accordance with the Collective Agreement for that **Group**.

- 5.07 Company service date and seniority are lost in termination.
- 5.08 The Company will post Owner/Operator vacancies for five (5) working days at a location where a vacancy occurs and fill the vacancy with the senior qualified Owner/Operator applicant who has the required vehicle. In the event an Owner/Operator from a different location transfers in, they will commence a new Company seniority date from the time of starting at the new location. The Company will include the estimated value for a new route or the average value for an existing route. Owner/Operators cannot switch routes between themselves and avoid the posting procedure.
- 5.09 Company seniority date applies only at one's home location.

## **ARTICLE 6: BENEFITS**

- 6.01 The Company agrees to provide those eligible Owner/Operators with current details and information covering all Owner/Operators benefits and programs, in which the Owner/Operators covered by this Agreement are entitled to participate. This information shall be provided at the date of signing a business agreement with the Company.

The Company will provide each Owner/Operator with the option of participating in a selected health and welfare package as detailed below.

Such benefits are to be provided on a voluntary basis at 100% Owner/Operator cost. The Company will deduct cost of benefits opted for from the Owner/Operator invoice.

- Major medical (extended health benefits)
- Dental Plan
- Life Insurance
- Accident Death and Dismemberment Insurance

Any new eligible dependents (spouse, unmarried children), must be enrolled within thirty-one (31) day eligibility period. Eligibility is defined as the first thirty-one (31) days from which an Owner/Operator acquires a dependent.

The Owner/Operator must complete a Declaration of Status document in order to qualify for health and welfare benefits. Eligibility commences after one (1) year of common-law status; dependent coverage can only be applied for during the first thirty-one (31) day eligibility period.



A spouse is deemed to be:

A person married to the Owner/Operator as a result of a valid civil or religious ceremony, including a person separated from the Owner/Operator.

A person of the opposite sex, or same gender partner with whom the Owner/Operator has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status).

6.02 Optional Monthly Costs to Owner/Operators (subject to change by insurers without notice):

		<u>Single</u>	<u>Family</u>
Life Insurance	)	6.00	6.00
Major Medical	)	3.64	8.95
Dental	)	26.10	65.15
Voluntary Personal Accident	)	(varies depending on	
Accidental Death & Dismemberment	)	coverage selected by	
		Owner/Operator)	

6.03 The Company agrees to pay individual assessments of the Worker's Compensation Boards of the provinces of Manitoba and Saskatchewan, for the Owner/Operators holding signed business agreements with Loomis Courier. If required under the Worker's Compensation Act of the provinces mentioned above, Owner/Operator will be responsible for coverage of replacement drivers or other persons in their employ.

## **ARTICLE 7 : EQUIPMENT**

7.01 The Company agrees to make a reasonable effort to assist the Owner/Operator in securing a replacement vehicle at the Company's rental rate, should the Owner/Operator's vehicle be out of service for repairs.

7.02 The Company assumes responsibility for supply and installation of the striping kit (decals). Where the Company is changing the required colour scheme, the Company assumes full cost of painting in accordance with painting price available to the Company.

7.03 The Company reserves the right to refuse to sign Business Agreements, or terminate present Business Agreements with an Owner Operator whose equipment does not meet the appearance standards as set by the Company. Reasonable standards to apply. The Company must first give ninety (90) written notice to meet appearance standards.

## **ARTICLE 8 : UNIFORMS**

- 8.01 The Company will pay for new uniforms when such uniforms are required. All uniforms are and will remain the sole property of the Company but the Owner/Operators will be expected to properly care for and keep same in good repair and condition at the Owner/Operator's expense. All uniforms will be returned to the Company upon termination of the contract, and when requesting replacement as required.
- 8.02 a) The Company will provide a uniform and will provide additional items as required by season.
- b) Shorts may be worn, however, they must meet the following criteria:
1. The Owner/Operator must pay the entire cost of the shorts and socks.
  2. The shorts must be navy blue dress mid *thigh or* longer.
  3. Knee socks must be worn.
  4. Suitable black footwear must be worn.
  5. Loomis issue short sleeved **shirts** must be worn.
- 8.03 As a condition of the contract, it is agreed that the prescribed uniforms will be worn while on duty.
- 8.04 Effective July 11, 1998, if safety boots are deemed necessary by the Company, the Company will refund the Owner Operator the cost of such boots or shoes up to a maximum of seventy-five (\$75.00) dollars upon submission of a sales receipt. This provision will only cover one pair of boots in a twelve (12) month period.

## **ARTICLE 9 : DEFINITIONS**

- 9.01 "Owner/Operator" - A contractor who holds a valid business agreement for services with the Company and is subject to the terms and conditions of this Agreement.
- 9.02 "Business Agreement" - An agreement between the individual Owner/Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided.

It is agreed that a Business Agreement will be attached as an Appendix of this Agreement, but does not form part of the Collective Agreement. It is also agreed the copy of the Business Agreement will be in "everyday language". However, the legal language text will form the basis for the signed Business Agreement.

## ARTICLE 10 : MISCELLANEOUS

- 10.01 During periods of layover the vehicle will be parked/secured in a designated parking area.
- 10.02 The Company agrees to provide space for a bulletin board at each of its terminals for the use of the Union for posting matters relating to Union meetings and other Union business, provided that they are authorized and signed by an officer of the Union. The said bulletin board shall not be located in any place where the general public has access.
- 10.03 It shall be the responsibility of every Owner/Operator to keep the Company and the Union informed of any changes of address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.
- 10.04 Owner/Operators whose contracts are terminated for cause will have reasons for same confirmed in writing. Those Owner/Operators who terminate their contracts voluntarily shall have all monies owing them paid no later than the next scheduled payment day.
- 10.05 The Company shall not be responsible for the loss, damage or destruction of Owner/Operator's personal property while such property is on the Company's business.
- 10.06 The Company will provide each Owner/Operator with a copy of the Collective Agreement. New Owner/Operators will be provided with a copy of the Collective Agreement within five (5) working days of hire, provided the Collective Agreement has been ratified, signed and is available for distribution to employees.
- 10.07 The Company will provide the Union with a copy of each Owner/Operator's Business Agreement, which will include work sheets and schedule of fees. Appendix "A" hereto contains samples of these documents.
- 10.08 Communication equipment such as two way radios, mobile phones, computers shall be supplied to Owner/Operators if required by the Company in order to service its customers. The cost to this equipment shall be at the Company's expense.
- 10.09 Before the introduction of any technological change, the Company shall notify the **Union** of the proposed change. Any such change shall be discussed between the parties.
- 10.10 The Company agrees to allow Part-time employees, who are qualified and not previously scheduled to replace an Owner/Operator for bereavement purposes.
- 10.11 The Company will reimburse an Owner/Operator for the cost of procuring a drivers abstract and/or police record at the request of the Company upon presentation of a receipt. New Owner/Operators shall incur such costs for the above at first **hiring**.

10.12 Owner Operators are normally required to provide their own relief drivers and vehicle for purposes including but not limited to sickness, injury, bereavement, and vacation coverage. However on an emergency basis where all reasonable efforts by the Owner/Operator to provide a relief driver and/or vehicle coverage have been exhausted, the Company will provide for coverage of the route on the first day or partial day. In this event, the Owner/Operator will forego all revenues from the route for the entire day and the Company will assume responsibility for all related costs for coverage. In the further event that the Owner/Operator's vehicle is used in these situations, the Company will reimburse the Owner/Operator for their vehicle operating costs.

## **ARTICLE 11: LABOUR MANAGEMENT MEETINGS**

11.01 Quarterly labour-management meetings will be held in each Branch.

## **ARTICLE 12: ANTI-HARASSMENT AND DISCRIMINATION**

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

If an Owner/Operator believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the Owner/Operator may:

- a) Tell the person involved as soon as possible, how you feel, and request that they stop the conduct you find offensive.
- b) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Manager, Human Resources and/or a Union Representative.
- c) The parties will review the complaint and where warranted, will strike a committee and carry out a joint investigation.
- d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis.
- e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) working days after the lodging of the written complaint.
- f) All matters brought before the committee will be dealt with the utmost confidentiality.

- g) Any complaint not resolved through this process may be addressed by the Union pursuant to Article 3.

### ARTICLE 13: SCHEDULE OF FEES

- 13.01 Owner/Operators will be paid **on** a new Schedule of Fees attached to their Business Agreement. The new Schedule is effective July 11, 1997 with a further adjustments effective July 11, 1998 and July 11, 1999.

The Company will change the method of performing a route calculation effective July 11, 1995. The type of business on each route will be divided into "variable" and "dedicated". The "dedicated" work **on** each route which is being subsidised prior to July 11, 1995 will be calculated **on** an individual route basis **using** a consistent formula so that the route will generate sufficient invoice amounts equal to the existing guarantee. New "variable" work will result in added revenue for those drivers.

- 13.02 Where a claims inspection is requested, a five dollar (\$5.00) standard payment will be made when properly completed Claims Inspection Report is filed with the Company.

If a claims inspection is made and no other transaction is performed, the five (\$5.00) dollar payment will cover the STOP and the Claims Inspection.

If the damaged goods are to be returned to the Loomis branch, the regular waybill rates and rules will apply.

- 13.03 Individuals currently receiving Company paid Manitoba insurance will be grandfathered until they vacate their current route. Those individuals are:

Donald Stafford	Route #F1	Kenora, Dryden, Ontario
Ron Wynands	Route #7	Beausejour, Manitoba
Don Machnee	Route #10	East St. Paul, Manitoba
Jeff Mozel	Route #26	Brandon, Manitoba
Marc Luneau	Route #27	Portage La Prairie, Manitoba
Daryl Isford	Route #333	Steinbach, Manitoba
Joe Gross	Route #335	Winkler, Manitoba
Lyle Giesbrecht	Route #339	Selkirk, Manitoba
Danny Kemner	Route #500	Kenora, Ontario

13.04 Reroutes will be implemented only when required by management to enhance or retain required service standards or to accommodate a significant gain or loss of business. Reroutes will not be **used** for the sole purpose of eroding Owner/Operator revenue to offset the compensation of a subsidized route, to build a new route or to transfer the revenue to an hourly route, although such may be the effect of the reroute.

Prior to any reroute, the Company will provide advance notice to the Owner/Operator(s). The Owner/Operator(s) will have five (5) calendar days to submit any recommendations or suggestions, in writing, which will be given full consideration by the Company.

In the event the above does not satisfy the service concern, or the needs of the customer, then the Company will:

1. Finalize its reroute plans;
2. Meet with the affected Owner/Operator to discuss the impending change and the effective date of the change;
3. In the event of a major reroute, the effective date of the reroute will be no earlier than seven (7) calendar days after the meeting with the affected Owner Operator.

Where the reroute involves only one (1) Owner/Operator and a new Owner/Operator route is created, the Owner/Operator will have the choice of the two routes.

Where the reroute involves more than one (1) Owner/Operator, the Company will meet with the Union for the purpose of reaching agreement on the process for route retention, bid pool routes, posting and bidding.

Reroutes will not take place by reason of service standards adversely affected by temporary delays with air or ground linehauls.



**ARTICLE 14: DURATION**

14.01 This Agreement shall be in full force and effect from and including July 11, 1997 to and including July 10, 2000 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within **four** (4) months immediately preceding the expiry date in any year thereafter by written notice to require the other party to commence collective bargaining with the view to conclusion or renewal of a Collective Agreement or a new Collective Agreement.'

Dated at Winnipeg, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE COMPANY

FOR **THE** UNION

\_\_\_\_\_  
Rick Tataryn - Regional V. P.

\_\_\_\_\_  
Curt Nessel - Pres., Local **4278**

\_\_\_\_\_  
Ross Wace - Manager, **Human** Resources

\_\_\_\_\_  
Bruce Pawliuk - Pres., Local **4215**

\_\_\_\_\_  
Kelly Hamm - Pres., Local **4215B**

\_\_\_\_\_  
Bob Lower - Negotiating Committee

\_\_\_\_\_  
Tracy Glover - Negotiating Committee

\_\_\_\_\_  
Cecile Cassista - CAW, Nat'l Representative

**SCHEDULE OF FEES**

	JULY 11/97	JULY 11/98	JULY 11/99
RATE PER STOP	\$ 1.08	\$ 1.12	\$1.17
RATE PER COMPLETED WAYBILL	\$ 0.45	\$ 0.45	\$0.45
RATE PER NON-BILLABLE TRANSACTION	\$ 1.08	\$ 1.12	\$1.17
CASH COLLECT WAYBILL	\$ 0.90	\$ 0.90	\$0.90
RATE/LB FOR OVERWEIGHT SHIPMENTS; CAR**	\$ 0.01	\$ 0.01	\$0.01
RATE/LB FOR OVERWEIGHT SHIPMENTS; VAN*	\$ 0.01	\$ 0.01	\$0.01
RATE/LB FOR OVERWEIGHT SHIPMENTS; CUBE'	\$ 0.02	\$ 0.02	\$0.02
RURAL ALLOWANCE; CAR**	\$ 0.14	\$ 0.14	\$0.14
RURAL ALLOWANCE; VAN**	\$ 0.20	\$ 0.20	\$0.20
RURAL ALLOWANCE; CUBE**	\$ 0.24	\$ 0.24	\$0.24
RATE PER COMPLETED DAMAGE INSPECTION	\$ 5.00	\$ 5.00	\$5.00

\*OVERWEIGHT RATES ARE PAID FOR EACH POUND OVER 20 POUNDS PER SHIPMENT

\*\* RURAL ALLOWANCES ARE PAID ON MAP KILOMETERS BETWEEN TOWN LIMITS

**HOURLY RATES FOR ROUTE BASE VALUE CALCULATION**

SERVICE MONTHS:	0-3	4-12	13-18	19-24	25-36	>36
HOURLY RATE:	10.23	11.52	11.78	12.09	12.45	12.71 - July 11, 1997
	10.73	12.02	12.78	13.09	13.45	13.21 - July 11, 1998
	11.23	12.52	12.78	13.09	13.45	13.71 - July 11, 1999

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



## SPECIFICATIONS FOR SERVICE

The Owner/Operator shall:

- (a) be available to provide the Service at all times and places established from time to time by MNTI;
- (b) have on hand an adequate supply of suitable waybills, rate sheets, flyers and other supplies required by the applicable operating authority;
- (c) prepare and submit detailed and accurate reports to MNTI for the Services on a daily basis along with an Owner/Operator daily check sheet and completed route sheet;
- (d) submit yellow copies of waybills relating to pick-ups and green copies of waybills relating to deliveries to MNTI at the end of each work day;
- (e) pick up and deliver every shipment of packages assigned by MNTI to the Owner/Operator in accordance with the instruction standards of service set by MNTI;
- (f) be responsible for the loading, unloading, maintaining and servicing of the Vehicle and the verifying of all customer material;
- (g) discuss with MNTI any dispute respecting adjustments made to his waybill totals for any day and accept any adjustment respecting the totals of waybills made in their presence;
- (h) present themselves for work in a clean, pressed uniform or other clothing acceptable to MNTI at all times during service hours;
- (I) ensure that the Vehicle is clean, sound and in good working condition with all advertising materials supplied by MNTI properly displayed;
- (j) ensure that the Vehicle continues to meet the specifications of MNTI as to colour, type, decalling and security;
- (k) drive the Vehicle in a safe, cautious and expeditious manner;
- (l) on conduct themselves in a polite and helpful manner while making pick-ups and deliveries on behalf of MNTI;
- (m) exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, misdirected, damaged or destroyed;
- (n) notify MNTI in the event of any accident, that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of Services to be performed by them for the remainder of the day concerned;
- (o) not use any alcohol or drugs while performing the Services;

- (p) properly lock any door when leaving premises which the Owner/Operator has gained access to by virtue of any keys supplied by MNTI or the customer concerned;
- (q) obtain the appropriate signature on any MNTI waybills as proof of delivery or if no waybill exists to have the customer or his agent initial the route sheet or route book of the Owner/Operator;
- (r) make every effort to ensure that all parcels and envelopes are handled appropriately and with care;
- (s) report and record on the route sheet any deliveries or pick-ups not completed exactly as instructed for any reason;
- (t) ensure that the Vehicle is kept locked and fully secured at all times;
- (u) not allow any passengers not authorized by MNTI in the Vehicle when performing the Services;
- (v) be responsible for ascertaining all of the service requirements necessary to perform as an Owner/Operator to the satisfaction of MNTI;
- (w) be responsible for ascertaining with any customer that the customer has a credit account with MNTI before extending credit; and
- (x) provide a replacement driver or vehicle, when necessary, either of which must previously have been approved by MNTI.

**LETTER OF AGREEMENT**

**BETWEEN**

**LOOMIS COURIER SERVICE**  
A DIVISION OF MAYNE NICKLESS TRANSPORT INC.  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "COMPANY")

-AND-

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS OF CANADA (CAW CANADA)**  
**LOCALS 4215, 4215B, AND 4278**  
IN THE PROVINCES OF  
MANITOBA AND SASKATCHEWAN  
(HEREINAFTER REFERRED TO AS THE "UNION")

The Company agrees effective July 11, 1999 to into a special fund ten cents (\$0.10) per day for each Owner/Operator for the purpose of providing paid educational leave. Said paid educational leave will be for the purpose of upgrading the Owner/Operator's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the national union, CAW-Canada and sent by the Company to following address:

CAW Paid Education Leave Program  
c/o CAW-Canada  
205 Placer Court  
Willowdale ON M2H 3H9

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

Dated at Winnipeg, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE COMPANY

**FOR THE UNION**

\_\_\_\_\_  
Rick Tataryn - Regional V. P.

\_\_\_\_\_  
Curt Nessel - Pres., Local 4278

\_\_\_\_\_  
Ross Wace - Mgr., Human Resources

\_\_\_\_\_  
Bruce Pawliuk - Pres., Local 4215

\_\_\_\_\_  
Kelly Hamm - Pres., Local 4215B

\_\_\_\_\_  
Bob Lower - Negotiating Committee

\_\_\_\_\_  
Tracy Glover - Negotiating Committee

\_\_\_\_\_  
Cecile Cassista - CAW, Nat'l Representative