

**COLLECTIVE LABOUR AGREEMENT**

**FOR REFERENCE ONLY**

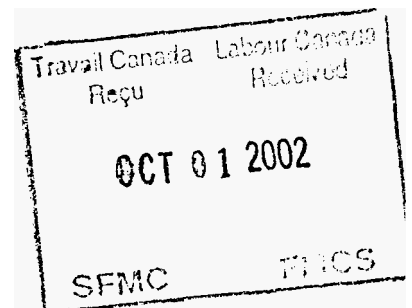
**intervened**

**BETWEEN: CARTAGE AND MISCELLANEOUS EMPLOYEES'  
UNION, LOCAL 931**

**hereinafter referred to as 'THE UNION'**

**AND: HARLYN EXPRESS INC.**

**hereinafter referred to as 'THE COMPANY'  
and/or 'THE EMPLOYER'**



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## **IMPORTANT NOTICE**

**This document is an English translation of the original french copy of the collective labour agreement. It is agreed that if, during the term of this agreement, interpretation problems or problems caused by typing errors and/or translation should arise, the french version should prevail, at all times.**

## **ARTICLE 1**

### **PREAMBLE AND ACKNOWLEDGMENT**

**1.1** The aim and purpose of this collective agreement are to advance and improve economic and industrial relations within the industry, to establish and maintain discipline and productivity, and to formulate basic agreements that will do justice to all with respect to rates of pay, work periods and working conditions.

**1.2** Without restricting the meaning of the stipulations clearly described, the parties are willing to collaborate with each other for the purpose of improving the relations between the employer and the union members, to maintain at a high efficiency level the service offered to the customer, to provide impartial and conciliatory means to settle any conflict, which may arise between them.

## **ARTICLE 2**

### **BARGAINING UNIT**

**2.1** The employer recognizes the union as the only bargaining agent for the employees covered by the certification granted to the union for the classifications mentioned on the certificate.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

**3.1** The parties recognize that the employer has the right to operate and manage its business, to administer its affairs and to generally exercise the customary prerogatives of a sound administration as long as that right is not exercised in a manner contrary to the provisions of this agreement. Without restricting the generality of the foregoing, the employer has the right to hire, dismiss, suspend, transfer and generally manage the work force, to discipline its employees for inefficiency, dishonesty, negligent or dangerous behaviour, deliberate insubordination or for any

violations of the rules and regulations, or for any other just cause, provided that the company assumes the onus of proof in the matter and also provided that there is no discrimination towards the employees.

**3.2** The company has also the exclusive right to make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this agreement and the general rules and regulations.

#### **ARTICLE 4**

#### **STRIKES AND LOCK-OUTS**

**4.1** For the duration of this agreement, there shall be no lock-out on the part of the employer, nor any strike or work stoppage or complete or partial suspension of work, for whatever reason, by the employees.

**4.2** It shall not be a violation of the agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to cross a picket line at other premises out of the employer's one. However it is agreed that in the case of perishable merchandises or any other emergency cases, the employer and union will collaborate to have the transportation accomplished to avoid the **loss** of the perishable merchandises or otherwise take care of the emergency.

#### **ARTICLE 5**

#### **UNION SECURITY**

**5.1** All employees shall, as a condition of employment, become union members and maintain their membership in good standing for the duration of this collective agreement.

**5.2** Any new employee shall, as a condition of employment, become and remain a member in good standing after the completion **of** his probationary period. The employer shall deduct from the salary of each employee after the completion of his probationary period, the amount due for his initiation in a twenty-

five dollars (\$25.00) payment per month. However as of his first pay, he must pay dues as established by the union.

**5.3** The union secretary-treasurer will provide to the employer, a letter confirming the amount of the union dues, the initiation fees, the arrears, etc... to be retained, for each employee. The employer deducts from the employees' pay, all regular dues, special or arrears at the right moment according to the amounts indicated in the said secretary-treasurer's letter.

**5.4** The amount so deducted by the company from the pay of each employee according to the previous article shall be remitted to the union secretary-treasurer on the monthly basis before the fifteenth (15<sup>th</sup>) day of the following month. These remittances must be accompanied with a list showing the name, address and social insurance numbers. Beside each employee name, the employer must inscribe the amounts deducted during the month, indicating separately the said sums deducted for union dues and arrear fees.

**5.5** The employer shall indicate the amount of annual union dues deductions on employees' T4 slips and releve 1.

**5.6** It will be the employer's responsibility to have all new employees sign a union membership card on the day they are hired. It is the employer's responsibility to make sure that these documents are duly signed and returned to the union with the next union dues remittance.

## **ARTICLE 6**

### **PREROGATIVES AND SPECIAL CONDITIONS APPLICABLE TO STEWARDS AND OFFICERS**

**6.1** The employer acknowledges the right of the union to appoint a steward for the employees and, if the operations are such that it cannot be covered by one steward, additional stewards may be appointed at any location where the company operates a terminal. The steward's duty shall in no way conflict

with his duty to his employer and he shall be held responsible for quality of work as other employees.

**6.2** The union will inform the company, in writing, of the name of any steward and of any subsequent change of the name of any steward. The company shall not be asked to recognize any steward until such notification from the union has been received by letter or by fax.

**6.3** For the purpose of distribution of work or in the event of a lay-off due to a lack of work, the steward with the most seniority shall have the preference as to the seniority within the limits of his department. It is agreed that the choice of vacation of the shop stewards shall not affect the choice of vacation of other employees.

**6.4** When two (2) or more stewards with equal qualifications are bidding for the same available work, the seniority rules as established in this agreement shall prevail.

**6.5** Union delegates, excluding full time employees of the local union, not to exceed three (3) from any one company, may be absent from work to attend union meetings at their own expense, providing that the company is given a minimum of two (2) days advance, to be confirmed by a written notice, by the union of such absence. In case of emergency, such notice could be given the latest the day before the absence.

**6.6** The company agrees to grant to all present and future employees of the local union, an indefinite leave of absence in order to work for the local union, providing that the union has advised the company, in writing, fifteen (15) working days in advance. Those employees will retain and accumulate their seniority in their company. Such leave of absence shall be revocable upon a seventy-two (72) hours notice by the employee.

**6.7'** A representative of the local union shall be allowed to enter the company's premises to deal with the administration of this agreement, providing he first notifies the person in charge of his presence and provided he does not interfere with operations.



**6.8** The company will notify the union by registered mail or fax, within forty-eight (48) hours, excluding Saturday, Sunday and Holidays upon the suspension or discharge of a steward. Failure of the company to comply with this procedure shall render the dismissal or suspension null and void.

**6.9** Whenever possible, grievances will be discussed during normal working hours of the union delegate. A steward and the employees, if so, shall receive their regular rate of pay for any period of time spent with his employer, whether it be during regular working hours or not, to discuss problems related to the application of the present collective agreement.

**6.10** When a steward of highway classification is required to meet his employer at his home terminal, he will be paid his regular hourly rate of pay for all time spent discussing problems related to the application of the present collective agreement.

**6.11** The employer shall pay to any employee designated by the union, the equivalent of the regular wage of the guaranteed daily wage for each day during which are held negotiation or conciliation meeting. However, this commitment excludes any negotiation session held during a work stoppage, strike, total or partial work suspension.

**6.12** The employer agrees to grant five (5) days off with pay per calendar year to the union's designated employees for the purpose of union training. Such days will be granted upon request from the union's business agent or president.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**7.1 a)** Difference in interpretation or violation of any clause of this agreement by the company or any or all of the employees covered by this agreement, as well as any other complaint regarding working conditions, shall be considered a grievance provided that it is reported in writing within fifteen (15) calendar days, except as otherwise specifically provided for in this agreement.

**b)** In the event a driver on highway operations is away from his home terminal and thus, unavailable to proceed with the steps of the grievance procedure within the time limits prescribed, such time limits will be extended, **so** as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.

## **7.2 First step**

The employee shall first discuss the grievance with the department supervisor or other immediate superior, who shall render his decision within two (2) working days. If he **so** desires the employee may be accompanied by the shop steward or a union representative.

## **7.3 Second step**

Failing an answer or satisfactory settlement, the employee shall submit the grievance, in writing, to the manager or his responsible representative. At this stage, the employee shall be accompanied by a shop steward or a union representative providing they are available. The company's representative must render a decision within three (3) working days. The delay prescribed in article 8.2 will apply starting as of the date the employer will render his decision relatively to the grievance.

**7.4** If the union submits a grievance, it must notify the employer, in writing, within fifteen **(15)** calendar days following the date of the presumed violation of the collective agreement; and by such written notice, must organize a meeting with the duly authorized union business agent and the general manager of his representative. **If** the parties do not obtain satisfactory settlement, the grievance shall be submitted to arbitration as specified in article 8.

**7.5** It is agreed that neither concerned party will sign an agreement or a contract with the employees conflicting with the terms and conditions of this agreement.

**7.6** With the exception to the delays stipulated in articles 7.1 and 7.4 which are compulsory delays, all other delays indicated in this article are procedural delays. Non respect of procedural

delays cannot at any time be put forward to an arbitrator as a reason not to proceed with the grievance.

**7.7** All grievance settlements above fifty dollars (\$50.00) shall be paid separately.

## **ARTICLE 8**

### **ARBITRATION**

**8.1** Failing settlement of the grievance after the described steps have been exhausted, the grievance shall then be submitted to arbitration depending on the jurisdiction set out in the union's certificate mentioned in this agreement, and the following rules shall apply.

**8.2** The party submitting the grievance shall advise the other party in writing within ten (10) working days after the end of step 2, of his intention to submit the grievance to arbitration.

**8.3** Within five (5) working days of the notice mentioned in the foregoing sub-paragraph 8.2, the two (2) parties shall meet to agree on the choice of an arbitrator.

**8.4** If, within the aforesaid ten (10) working day period, the parties do not meet or do not agree on the choice of an arbitrator, one or the other party may, within five (5) working days after the expiration of the ten (10) working days period, apply with the Federal or Provincial Minister of Labour to have him appoint an arbitrator.

**8.5** The decision rendered by the arbitrator shall be final and binding on both parties.

**8.6** All monetary grievance which are mutually agreed upon or decided by arbitration, shall be paid to the employee concerned within ten (10) working days following the agreement or reception of the arbitrator's decision or according the employee's pay.

**8.7 a)** In the case where an employee has been suspended or dismissed, and that his grievance was sustained partly or entirely, he shall be reinstated to his former position

without **loss** of seniority, within three (3) working days from the date of settlement or of receipt of the decision rendered by the arbitrator.

**b)** The arbitrator will have the power to render any and all decisions, including the power to reduce or increase disciplinary measures. However, he may not submit a decision which is incompatible with the dispositions of this agreement, nor change, alter or amend any part of the agreement. The arbitrator must render his decisions within thirty (30) calendar days following the hearing with both parties.

**8.8** It is agreed that the parties shall share equally the expenses and costs of the arbitrator.

**8.9** The delays outlined in the present article are not obligatory and failure to comply may not be presented before the arbitrator to keep him from hearing the value of the grievance; except in cases of negligence or bad faith.

In cases of indefinite suspension or dismissal, the delays must under no circumstances exceed ~~sixty~~ (60) calendar days.

## **ARTICLE 9**

### **SEVERANCE PAYMENTS TO EMPLOYEES**

**9.1** The employer shall pay employees dismissed, laid-off, suspended or otherwise leaving the service of the company, all wages due to them, including earned vacation, as soon as possible, but no later than ten (10) working days from the severance date.

**9.2** The employees thus leaving the service of the company (other than those guilty of theft or any other criminal offence) whose severance was effected away from their home terminal shall be returned to the said terminal by means of a company vehicle or other transportation facilities to be supplied by the company within twenty-four (**24**) hours of their dismissal.

### **9.3 Notice of individual dismissal**

Except for justified dismissal, the company that terminates definitively an employee's service that has been working for at least three (3) months, without interruption, shall:

- a) Give a written notice to the employee for at least two (2) weeks, or;
- b) pay to the employee as a notice, an indemnity equal to two (2) weeks of salary at the regular wage rate for the regular worked hours.

### **9.4 Severance payment**

Except for justified dismissal, the company that terminates definitively an employee's service that has been working for at least twelve (12) months, without interruption, shall pay to the employee the most highest following amount:

- a) Two (2) days salary, at regular wage rate and for the regular worked hours for each year of employment, or;
- b) five (5) days salary, at regular wage rate and for the regular worked hours.

## **ARTICLE 10**

### **TRANSFER OF EMPLOYEES**

**10.1 a)** In the case where the employer request on employees to relocates from one branch operation to another on a permanent basis, it undertakes to pay the actual moving costs of the employee's furniture and personal effects or to himself move the employee. In such event, it is agreed that the employer will choose the transporters.

**b)** An employee who are transferred in accordance with article 10.1 a) from one branch operation to another, shall receive three (3) days corresponding at his daily paid guarantee

at his regular hourly paid, conditionally that he himself pack and unpack these personal effects.

“Personal effects.’ means every thing that is not:

- Furniture and decoration
- Electric accessories
- Dishes and glassworks

**10.2 a)** In the event of the complete or partial closure of a terminal or when the work is transferred to another terminal or other terminals under the jurisdiction of the signatories of the present agreement, the company shall notify the union in writing, within forty-five **(45)** calendar days, of its intention to close a terminal completely, and within thirty (30) calendar days in the case of a partial closure, and the employees involved shall be allowed to bid in accordance with their seniority and qualifications for a transfer to the terminal(s) where the work was transferred. Employees thus transferred shall enjoy their full seniority with the company.

**b)** Partial closure of a terminal is defined as follows:

‘Complete closure of a department and/or a specific operations within a terminal’.

**c)** If the employer open a terminal as specified to article 10.2 a), the transferred employees will have first choice to get back to that terminal.

**10.3 a)** According to the Canadian Labor Code, in the event of a merger of carriers, or if the company buys the operating rights of another company, there will be merging of all the employees list with respect of their qualifications and seniority, and follows, such new employer regarding his needs, will make the necessary lay-off based on the new seniority list.

**b)** The employees laid-off will maintain their seniority according to article 16.7 e) of the present agreement.

**10.4** Upon his transfer from one terminal to another, at the employer's request following a complete or partial closure of a terminal, an employee shall receive a relocation allowance equal to a maximum of three (3) month's rent, upon presentation of his lease as a proof. Such allowance will not be paid to the employee concerned if he has been advised in writing by the employer within reasonable time, allowing him to end his lease without penalty.

## **ARTICLE 11**

### **BULLETIN BOARDS**

**11.1** The employer agrees to allow notices of union meetings and functions as well as the current collective agreement to be posted in a locked bulletin board with a glass panel that the employer shall provide for this purpose. The union shall have exclusive use of the said bulletin board.

## **ARTICLE 12**

### **MEDICAL EXAMINATION**

**12.1** All employees shall promptly submit to any medical examination required by the company, provided, however, that the company shall pay the costs of such examination. The company reserves the right to chose its own medical examiner or doctor and the union may, at is own expenses, have an employee re-examined

**12.2** When a medical examination is required by the company, the following conditions shall apply:

- a) If the employee undergoes a medical examination during normal working hours, he shall be paid for the time lost; thus, he will suffer no **loss** of salary because he had to submit to a medical examination;
- b) if a medical examination is to be undergone after working hours, the employee shall be given a notice

of at least three (3) working days; the employee will receive twenty dollars (\$20.00) for such examination;

**12.3** If the health condition of an employee is liable to affect the operations of the company, the public or the employee's own welfare, and in the opinion of the company, such a condition requires an examination, the company shall have the right to suspend the employee without pay until the results of the examination are available. Should the examination demonstrate that the employee is medically unfit in accordance with the established standards of the industry to perform his functions, he shall be transferred to another operation of his choice within the terminal, provided that he has the qualifications and that he is medically and physically fit for the work to which he is to be transferred, and all this is to be in accordance with his seniority in the terminal. Should the examination show that the suspended employee is medically fit to perform his normal functions, the employee shall be reinstated and shall receive back pay for time lost. It is agreed that, in the application of this clause, the employee that was transferred because of his health shall retain his position and seniority within the department to which he **was** transferred, as long as the condition of his health does not deteriorate. In **a case** of such transfer, the employee will keep his entire seniority.

**12.4** If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, he shall be paid his full day wages for the day of his injury providing he **is** not receiving compensation pay for that day. The company shall supply adequate transportation (ambulance if needed) to a hospital or doctor and then, to his residence where required.

**12.5 a)** The employer agrees to co-operate towards the prompt settlement of employees on-the-job injury claims when such claims are due and payable according to the **law**.

**b)** If an employer requests a medical certificate for an employee, this certificate shall be paid by the employer.

**c)** The employer may request **a** medical certificate from an employee or from employees absent because of sickness.



## **12.6 Advance in case of on-duty accident**

**a)** In case an employee is incapacitated because of an on-duty accident and that his claim is proved valid, the employer will advance an amount equal to the weekly compensation wages to be received by the Health and Welfare Plan, during four **(4)** weeks starting the fourth (4th) week following the claim signed by the employee and until receipt of the first compensation cheque forwarded by the Commission.

**b)** In such cases, the employee must sign the Health and Welfare form and must also reimburse his employer for all sums which have been advanced.

**c)** The employee must give the employer's address, **so** the company may receive the cheques provided by the Commission of Health and Welfare.

**d)** The employee guilty **of** a false statement, in order to obtain wages from the Commission, or **who** refuses or delays reimbursement to the employer of such advance sums, is subject to severe disciplinary measures including dismissal.

## **ARTICLE 13**

### **STANDARD AND NEW EQUIPMENT**

**13.1 a)** It is to the best mutual advantage **of** the company and of the employee that the employees should only operate vehicles in safe operating condition equipped with all the safety equipment required by Law.

**b)** It shall be the duty of employees to report promptly, in writing to the company, **all** equipment defects, at the end of their shift.

**c)** It shall be the duty and responsibility of the company to maintain all vehicles in safe operating conditions in accordance with the department of Transport and Highway Code regulations.

**d)** The maintenance of equipment in safe operating condition is not only a function but also a responsibility of the management.

**e)** It shall be the responsibility of the driver concerned to inspect the equipment and the determination of the condition of equipment shall be the responsibility of the qualified supervisor involved.

**f)** All motorized units shall be equipped with:

- Power steering
- Adequate heaters
- Wipers and windshield washers and defrosters
- Cat walks (where if necessary)
- Three (3) or six (6) emergency fuses and/or emergency triangles
- Heated mirrors and convex mirrors on the right side
- Fire extinguisher
- Cushion air seat

It is understood that the actual employer's trucks could **not** be equipped with the above mentioned equipment, and that the trucks already equipped with other secondary equipment will not be modified.

It is understood that all trucks, will be equipped with "Jacob" brake.

**g)** It shall not be a violation of the agreement when employees refuse to operate such equipment unless such refusal is unjustified.

**h)** During cold and/or inclement weather, no employee shall be compelled to remain inside a broken down vehicle which engines is not running when such vehicle is towed from one place to the other by another vehicle, except in cases where a vehicle is boosted in the yard of a company terminal.

**13.2** It is understood that defective equipment forms shall be supplied for the drivers on which to report defects equipment, with sufficient copies, **so** that one **is** retained by the driver and one is on file with the employer. The foreman will sign this report when repair work is completed. When completed by the driver, this bad order form will be signed by the employer representative. When a unit is "bad ordered" for reasons that make the vehicle unsafe to drive, it shall be tagged and the keys removed and placed in the maintenance department along with the bad order report. No driver or company representative will remove the tag until the repair work is completed.

**13.3** The employer who forces a driver to operate a vehicle exceeding the legal load limit take full responsibility, including fees and fines. Any employee exercising his right by virtue of this article, shall not be penalized and will not suffer any reduction in his hours of work or in the mileage.

**13.4** In the event the employer institutes new types of equipment and/or operation after the signing of this collective agreement, for which rates of pay have not been negotiated but are, however, part of the operations covered by this agreement, it is agreed that rates of pay covering these equipments or operations shall be subject to negotiation between the parties. Agreed upon rates of pay shall be in effect as of the date of agreement, or, at the latest, thirty (30) days following the application. In the event the parties fail to reach an agreement, the dispute shall be submitted to arbitration, as stipulated in Article 8.

## **ARTICLE 14**

### **PASSENGERS**

**14.1** No employees shall be permitted to allow anyone, other than employees of the company who are on duty, to ride in his truck, except by written authorization of the company.

**14.2** The foregoing shall not prohibit drivers from picking up other drivers or helpers who are stranded because of wrecked or broken down equipment, or any other person in distress, to drive them to the first available point of communication that provides

adequate facilities required under the circumstances. In such cases, drivers shall report the incident on their daily report sheet.

## **ARTICLE 15**

### **ACCIDENT AND LOSS OR DAMAGE TO CARGO OR TO EQUIPMENT**

**15.1** An employee who had an accident, will not be responsible, unless proof of neglect is established.

**15.2** Employees are not held responsible for loss or damage to the cargo, unless proof of neglect is established.

**15.3** Employees will not be required to contribute financially to compensate any claim for loss or damage to cargo or to equipment.

## **ARTICLE 16**

### **SENIORITY**

**16.1 a)** Seniority rules are intent as a regulative measure applicable to lay-offs, recalls, vacancies, promotions and the assignment of work.

**b)** Seniority shall be retained and remain separate for each terminal for each of the following classifications:

- 1)** Drivers
- 2)** Highway drivers

**16.2** In the assigning of work, preference shall be given to the most senior employee in the respective classifications.

**16.3 a)** For the classification paid at the hourly rate, a lay-off is defined as a period without work. In the event of a lay-off, an employee can exercise his terminal seniority to transfer to another classification provided he has the qualifications and he

makes the demand. When the work situation return to normal, the employee shall return to his respective classification.

**b)** For the driver classification, a lay-off is defined as a maximal period of twenty-four **(24)** consecutive hours without work. In the event of a lay-off, the driver can exercise his terminal seniority to transfer to another classification or to bump an other driver for which a regular route has been given. When the work situation return to normal, the driver shall return to his respective classification. The work will be considered normal when the employer will be able to give every week, to his regular driver post, a full-time job, to the transfer employee.

**c)** An employee paid at the hourly rate, who is advised of a lay-off, shall inform immediately to the employer, his request to transfer to another classification, in accordance with his terminal seniority and according to his qualifications and, under no circumstance, the employee will transfer before twenty-four **(24)** hours of the beginning of his work shift, during which he as been lay-off.

**16.4** In the event the employer needs to fill an existing job or a new one on a permanent basis within a classification, such openings will be posted on the bulletin board for a period of five **(5)** days from Thursday to Monday inclusively (excluding the general holidays) and employees in other departments may bid and transfer, providing they have the necessary seniority and qualification. Employees who transfer from one department to another under the foregoing conditions will be placed in the new department according to their terminal seniority. The transfer of the chosen employee will be effected within ten **(10)** working days of the bid for the transfer. However, if an employees is absent for all reasons, when such bid occurs, this employee will have the privilege to bid on this opening within five **(5)** days upon his return to work (excluding Saturday, Sundays and general holidays). However, as an interim measure, the company may fill in the vacancy in accordance with article 3.1, with a maximum of forty-five **(45)** calendar days.

**16.5 a)** Those promoted to a supervisory position or positions not subject to this agreement, shall retain their seniority after promotion for a period of twelve **(12)** months. It is agreed

that this twelve (12) months permission may be extended upon mutual agreement between the employer and the union and this for a total maximum of two (2) years.

**b)** If demoted for any reasons, or if the promoted employee mentioned in article 16.5 a) voluntarily requests reinstatement to his former position, the time served in the supervisory position shall be included in his seniority rating.

**c)** Such employee promoted to a supervisory position shall forfeit any recourse to the grievance procedure as provided for in this agreement. However, if the said employee was to be fired and not reinstated to his job, such employee shall have the right to the grievance procedure according the stipulations of article 16.5 a).

**d)** If an employee is promoted to a supervisory position that is subsequently abolished, in accordance at the delays mentioned at the article 16.5 a), such employee shall return to his former position without **loss** of seniority. Employees on leaves of absence at the time of the signing of this collective agreement, shall not lose any of their granted rights.

**16.6 New** employees shall be considered probationary employees until placed on the seniority list. An employee shall be placed on the regular seniority list after he has been employed for sixty (60) working days for the employer in whichever period of six (6) consecutive months. During this period, he can be dismissed or receive a disciplinary measure without recourse to the grievance or arbitration procedure. As soon as the sixty (60) working days period of effectively worked days within whichever period of six (6) consecutive months is completed, the employee will be added to the regular seniority list starting **as** of the beginning of his last period of six (6) months effectively worked.

**16.7** An employee's employment shall be terminated and he shall lose his seniority standing and his name shall be removed from the seniority list for any of the following reasons:

**a)** Voluntary termination of employment.

**b)** The employee is dismissed and not reinstated after exercising his grievance rights as set out in this agreement.

**c)** If an employees is laid off and the company instructs him by registered mail at his last known address to return to **work**, for which he shall be allotted no more than seven (7) consecutive days from the date of the said notice. It is the employee's responsibility to keep the company and the union informed at all times if his current address and his telephone number.

**d)** If an employee overstays a leave of absence granted by the company without securing an extension in writing, of such leave of absence, or of he takes employment other than what he declared and agreed upon when applying for the leave of absence.

**e)** If an employee is laid off and is not recalled for a period extending beyond twelve (12) consecutive months.

**f)** If an employee is absent from work for more than three (3) consecutive days (excluding illness or injury) or all other situation outside of his control. In the case of illness or injury, the employee shall be give a medical certificate at the request of the employer.

**16.8** The employer shall remit to the union business agent, every six (6) months, i.e. February 1<sup>st</sup> and September 1<sup>st</sup>, a seniority list indicating the employees' names, hiring dates, social security numbers, classifications, addresses and phone numbers.

Another list showing the employees' names, hiring dates and classifications shall also be posted on the same dates on the bulletin board. A copy of this last list, including the employees' phone numbers, shall be given to the shop steward.

**16.9 Leave of absence without pay**

The union and the employer agrees to meet and evaluate on a case-by-case basis, every request of leave of absence without pay submitted by employees.

No leave of absence without pay will be granted without the agreement of both parties.

Such leave of absence will not exceed twelve (12) months.

During this period, the employee will not accumulate his seniority but maintain his seniority completed.

The leave of absence without pay for less twelve (12) months, according for the humanitarian reasons, will not suffer the lost of seniority.

**16.10 a)** The employer may not end the employment of an employee because this **one** lost his driver's license because **of** his conduct outside the working hours, if this lost of permit is for a period of twelve (12) months or less, and subject to insurance approval upon his return.

During this period, the employee not accumulate his seniority but maintain his seniority completed.

If the employer requires his services during the period for a function that does not necessitate the said driver's license, the employee **is** than called upon as the last employee but before the partial employees and will be considered as a lay-off regular employee.

**b)** If the employee loses his driver license because of system "switch of fault", ex.: log-book, excessive weight or has exceeded his service hours and if the employer needs his services during this period for work that does not require the said driving licence, the employee **is** called **as** last man, but before the part-time employees and will be treated as a regular employee laid-off.

**c)** If an employee lose his driver licence for medical reasons, the parties acknowledge to meet in order to explore the re-assignment possibilities for the employee.



## ARTICLE 17

### UNIFORMS

This article is suspended **for** the duration of the present collective labour agreement.

## ARTICLE 18

### STATUTORY HOLIDAYS

**18.1 a)** The following days shall be considered **as** paid statutory holidays, whether or not they fall on a working day:

1. New Year's Day
2. Birthday of the employee (applicable at the second year of the contract)
3. **Good** Friday
4. Victoria Day
5. Saint-Jean-Baptiste Day
6. Canada Day
7. Labour Day
8. Thanksgiving Day
9. ½ day before Christmas Day (5 hours)
10. Christmas Day
11. Boxing Day
12. ½ day before New Year's Day (5 hours)

**b)** The employer may change one or several statutory holidays in order to meet customers' demand. Under these circumstances the employer shall determine which days will be taken by the employees in lieu of statutory holidays and will advise said employees **as** soon as possible.

**18.2** All drivers and highway drivers, shall receive the equivalent of ten (10) hours at their hourly rate for the above-mentioned statutory holidays, provided that:

**a)** They have not been laid off for more than thirty (30) working days prior to the holiday.

**b)** They have not been absent from work because of sickness or injuries for more than thirty (30) working days prior to the holiday.

However, employees receiving benefits from their group insurance program or from the Commission de la santé et de la sécurité du travail (CSST) shall be paid the difference between the statutory holiday pay and the amount of benefits they received.

**c)** Senior employee in each classification shall be given the preference to work during statutory holidays. However, they shall have the right to decline work provided that a sufficient number of junior qualified employees are available. When necessary, employees shall work according to the reverse order of seniority.

**18.3** Notwithstanding the above provisions, if an hourly rated employee is required to work on any of the said statutory holidays whichever, he shall be paid time and a half (1½) of his regular rate of pay for the time worked, in addition to his statutory holiday pay in accordance with the above mentioned terms and conditions, and be guaranteed a minimum call out time of four hours for the first two years, and five (5) hours thereafter.

On the other hand, when a holiday is transferred to another day, the above-mentioned increase is applicable to the day on which the holiday is transferred.

**18.4** If the holiday falls within an employee's scheduled vacation period, he shall be entitled to one extra day off with pay immediately following his vacation; except for vacation scheduled during the summer vacation period, where the employee, upon his request, may schedule said holidays as he wished provided he gives notice to the employer at least one (1) week in advance, and this, outside the summer vacation period.

**18.5** When one of the statutory holidays falls on a Saturday or a Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employee shall be paid for the holiday, according to the above-stipulated conditions. However, during the Holiday Season, if one of the statutory holiday falls on

a Saturday or a Sunday, the employees may be entitled, according to their seniority, to one extra day off without pay during the week following the said holiday, as per the following procedure:

Work shall be allocated by seniority, however, if senior employees refuse to work, the reverse order of seniority in each classification shall be applied after that the seniority list has been exhausted and those employees will have to work.

**18.6 a)** The employer shall make every possible effort, taking into account customer service requirements, to arrange dispatching highway drivers so they are back to their home terminal and off duty at 12h00 (noon) on Christmas Eve and at 06h00 p.m. New Year's Eve. However, in such case, the employer has the right, in case of emergency, to have a load transported if a driver, according to his seniority, accepts an assignment that will return him home after 12h00 (noon) or after 18h00, as mentioned above.

**b)** In compensation for statutory holidays, highway driver shall be entitled to twenty-four (24) consecutive hours, without being called into work, beginning the minute they have completed their last assignment on the day before or the day of said holiday.

**18.7** Concerning the statutory holidays, the probation employee will be governed by the Canadian labour code.

**18.8** All hourly rated employees working on the evening shift on the eve of a statutory holiday shall be paid at their regular hourly rate of pay for their entire shift. If an employee is required to work on the evening of the statutory holiday, he shall be paid at time and a half (1½) of his regular hourly rate for the entire shift.

On the other hand, when a holiday is transferred to another day, the above-mentioned increase is applicable to the day on which the holiday is transferred.

## **ARTICLE 19**

### **ANNUAL VACATIONS**

**19.1** Any employee who, on July 1<sup>st</sup> of the current year, has not completed one (1) year of continuous service, shall be granted one day's vacation with pay per month of continuous service, up to a maximum of ten (10) working days. Compensation for said vacation shall be four per cent (4%) of his total earnings from his hiring date until June 30<sup>th</sup> of the preceding year.

**19.2** Any employee who, on July 1<sup>st</sup> of the current year, has completed one (1) year of continuous service, shall be granted two (2) weeks' vacation with pay, calculated at four per cent (4%) of his total earnings during the period extending from July 1<sup>st</sup> to June 30<sup>th</sup> of the preceding year.

**19.3** Any employee who, on July 1<sup>st</sup> of the current year, has completed five (5) years of continuous service, shall be granted three (3) weeks' vacation with pay, calculated at six per cent (6%) of his total earnings during the period extending from July 1<sup>st</sup> to June 30<sup>th</sup> of the preceding year.

**19.4** Any employee who, on July 1<sup>st</sup> of the current year, has completed ten (10) years of continuous service, shall be granted four (4) weeks' vacation with pay, calculated at eight per cent (8%) of his total earnings during the period extending from July 1<sup>st</sup> to June 30<sup>th</sup> of the preceding year.

**19.5** Any employee who, on July 1<sup>st</sup> of the current year, has completed twenty-five (25) years of continuous service, shall be granted five (5) week's vacation with pay, calculated at ten per cent (10%) of his total earnings during the period extending from July 1<sup>st</sup> to June 30<sup>th</sup> of the preceding year.

**19.6 a)** The choice of vacation periods shall be made according to seniority in each classification.

**b)** Employees who are entitled to more than two (2) weeks vacation and who wish to take them during the summer months shall be limited to two (2) weeks during the approved summer period. The months of May, June, July, August and

September inclusively, constitute the summer vacation period and all other weeks will be authorize by seniority on the employers acceptance.

**c)** The Employer agrees to issue a notice on February 15 of the current year to inform employees that they will be called in to choose their vacation as of March 15 of the current year. In the event an employee does not choose his vacation within the given period, he will not be able to exercise his seniority to claim a vacation period and he will have to accept the available periods. .

If an employee gets the permission from his Employer not to take his vacation during the period he had already chosen, he shall choose another available period without interfering with other employees' already chosen vacation.

It shall be the Employer's responsibility to call the employees in the office according to seniority, so they can choose their vacation period and the final vacation schedule shall be determined by the Employer, according to his operational needs, and posted at the latest April 1<sup>st</sup> of the current year and the shop steward will have copy for the said list.

**d)** Employees are required to take their vacation during the period extending from April 1<sup>st</sup> of the current year to March 31 of the following year and they will be entitled to take their vacation outside the summer vacation period.

**e)** Vacation pay and statutory holiday pay shall be considered as earnings.

**f)** An employee cannot be called in to work during his vacation period.

**g)** If an employee wishes to take an additional vacation week without pay outside the summer vacation period, it should be granted to him providing that the employee has already taken all his holiday weeks and providing he has requested to do so in accordance to the stipulation of article 19.6 c).

**19.7** Vacation pay cheques shall be given to employees with the last regular pay cheque, provided that vacation periods are scheduled according to article 19.6 c). The employees that wish and that ask for when booking their vacation according to article 19.6 c), shall be entitled to receive their vacation pay in continuous pay on 1, 2 or 3 maximum instalment.

**19.8** Vacation pay cheques shall be given to employees separately from regular pay cheque.

**19.9** The employees who will have been on call or who will have been compensated by the CSST or by the collective insurance plan during the reference period of the holiday earning calculation, will not be obliged to take the number of week they are entitled to, but only at pro-rata of the cumulated earnings (by slice of five hundred dollars), in equivalence of one week during the reference period, as long as the employee will have taken note of it when making his choice of vacation, as stipulated in article 19.6 c).

## **ARTICLE 20**

### **HOURS OF WORK FOR HOURLY RATED EMPLOYEES**

**20.1 a)** The regular workweek for all hourly paid employees shall not exceed forty-five **(45)** hours consisting in five (5) consecutive days from Monday to Friday such day shall be no more than nine (9) hours. **All** work carried out after nine **(9)** hours of any one day or in excess of forty-five **(45)** hours of any one week, shall be paid at the rate of one and a half (1%) times the employee's regular wage. Notwithstanding the foregoing, it shall not be interpreted as a guarantee by the company to provide an employee with forty-five **(45)** hours of work in a week.

**b)** The regular work week for all shunter hourly paid, shall not exceed forty **(40)** hours consisting in five (5) consecutive days from Monday to Friday such day shall be no more than eight **(8)** hours. **All** work carried out after eight **(8)** hours of any one day or in excess of forty **(40)** hours of any one week, shall be paid at the rate of one and a half (1%) times the employee's regular wage. Notwithstanding the foregoing, it shall

not be interpreted as a guarantee by the company to provide an employee with forty **(40)** hours of work in a week.

**20.2 a)** All hourly rated drivers shall receive a minimum of four **(4)** hours, paid at their regular rate of pay every time they report to work, unless personally notified by the employee or his representative or by a written notice one (1) hour before the beginning of their regular work shift that they are not to report to work.

Except in the case where a force major suspends operations, all hourly paid employees covered by this agreement shall receive a minimum pay equivalent to four **(4)** hours work at their regular rate each time they report for work, unless personally told otherwise by the company or its representative, or advised by written notice that they are not to report for work and such notice is posted one (1) hour before the end of their previous regular shift.

**b)** All shunter hourly paid employees covered by this agreement shall receive a minimum pay equivalent to eight **(8)** hours work at their regular rate each time they report for work, unless personally told otherwise by the company or its representative, or advised by written notice that they are not to report for work and such notice is posted one (1) hour before the end of their previous regular shift.

Except in the case where a force major suspends shunter operations, hourly paid employees covered by this agreement shall receive a minimum pay equivalent to eight **(8)** hours work at their regular rate each time they report for work, unless personally told otherwise by the company or its representative, or advised by written notice that they are not to report for work and such notice is posted one (1) hour before the end of their previous regular shift.

**c)** If a snow storm occurs prior to the beginning of a regular shift, the employee must communicate with his employer, before he leaves home, in order to verify if he has to report to work. **This** does not prevent the employer in such circumstance to try to inform the employees at least two (2) hours before the beginning of their working shift.

**20.3** In conformity with the law, any employee eligible to vote shall be permitted sufficient time of duty without loss of pay on municipal, provincial or federal voting days in order to be able to exercise his right to vote.

**20.4 a) Teams and beginning to work for the employees at the hourly rate**

The employer shall establish regular shifts for all employees and such shifts shall not be modified unless a notice is posted to that effect twenty-four (24) hours in advance. However, if an employee is required to report to work before the beginning of his regular shift, he shall be advised before the termination of his previous shift.

**b) Bid for the classifications and working team**

On each March 15th of each year, an annual general bid will occur and this, in each division and classification. The employees shall bid on whichever team (working shift) or special contracts, in their classification, in their home base terminal, and according to their seniority and qualifications.

The new functions shall apply no later than the first Monday following the 1<sup>st</sup> of April. In the event the 1<sup>st</sup> of April is a Monday, the functions will apply the same day.

The employees will remain in the classification and on the shift of their choice until the next bidding the next year. For temporary replacements such as holidays, illness, or working accident, the qualified employees shall, in accordance to their seniority, change classification and replace the temporarily absent employee on his duty and on his working schedule, and this without the possibility of other employees from the said classification can move him.

In the case of temporarily absence due to illness, working accident and/or holidays, the employer shall not be forced to apply this procedure if the absence is one of less than thirty (30) calendar day duration.



In other that the procedure described in the above paragraph applies, there must be no employee in lay off. The employer will have to first offer the temporary work to the employees in lay off.

### **20.5 Rest periods**

All hourly rated employees shall be entitled to a fifteen (15) minute rest period in the first half shift and another fifteen (15) minutes in the second half shift, without loss of pay.

Employees required by the employer to work overtime for one and a half (1-½) hours or more, shall be entitled to an additional fifteen (15) minutes rest period.

**20.6** No hourly paid employee shall take or be compelled to take more than one (1) continuous hour per meal. The company may instruct the employees to take not less than thirty (30) minutes between the third and the fifth hours.

**20.7** When the drivers are required by the employer to remain inside their vehicle during the meal period, to watch the load, the said drivers will be paid at their regular applicable hourly rate.

## **ARTICLE 21**

### **OVERTIME**

**21.1 a)** Where it is not otherwise specified in this agreement, all hourly paid employees required to report to work on the seventh (7<sup>th</sup>) day of the week, will be paid at double their regular rate of pay with a minimum of four (4) hours and this overtime paid will apply for work of the seventh (7<sup>th</sup>) day, from 11h59 p.m. the sixth (6<sup>th</sup>) day to 11h59 p.m. the seventh (7<sup>th</sup>) day.

**b)** Notwithstanding the above, straight time and not overtime will apply during the normal shift which commences at 20h00, or later on Sunday and the statutory holiday, but the sixth (6<sup>th</sup>) day which in this case will be Friday, will be at time and one-half (1½) for employees who have started their work on Sunday night.

**c)** The employee remunerated at hourly rate will have the opportunity to refuse an assignment at his home terminal, after having completed eleven **(11)** hours of punching time (including the meal hour).

**21.2** All employees required to report to work the sixth (6<sup>th</sup>) day of the week, shall be paid at the normal hourly rate, increased by fifty percent (50%), with a minimum of four **(4)** working hours guarantee. The regular night shift of Friday, or the fifth (5<sup>th</sup>) shift of the week, will not be submitted to the conditions of time and a half for the hours worked the Saturday, which hours constitute the continuation of his shift. For the shunter, the **fifth (5<sup>th</sup>)** and last team of the week, will not be submitted to the conditions of time and a half of the present article.

**21.3** In the event the Employer has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner:

**a)** To the senior available employee on duty who is willing to perform such work;

**b)** According to paragraph a) above, if no employee is available or additional personnel is required, off duty employees shall be called in by seniority, provided they are willing to work;

**c)** In overtime work allocation, seniority shall prevail in each classification. However, if employees who have priority refuse to work overtime, the reverse order of seniority in each classification shall be applied once the seniority list has been exhausted and those employees will have to work.

## **ARTICLE 22**

### **PIGGYBACK OPERATIONS**

**22.1 a)** It is agreed that piggyback operations will only be used by the employer to move loads in excess of the number which can be handled by regular highway drivers and for loads which are in excess of the legal length, legal height and legal weight and which cannot be reduced to the legal load limit.

**b)** However, it is agreed between the parties that loads of cigarettes and alcoholic beverages, shall not be subject to piggyback operations restrictions. Which means that penalties described in article 22.2 of this agreement, shall not apply to loads that could be delivered by piggyback, and this, for safety and insurance reasons. Highway drivers shall never be deprived of their seniority or of a load.

**22.2 a)** It is agreed that, according to the above-mentioned provisions, if a highway driver is not dispatched because a load has been sent by piggyback operation, he shall be paid for the lost load.

**b)** It is agreed that the Friday, the employer shall use the piggyback operation, in the event there is no available trip for the return to his home base terminal.

## **ARTICLE 23**

### **RATES APPLICABLE TO TEMPORARY WORK**

**23.1** Employees temporarily assigned to jobs other than their regular **job** and for which the rate of pay is higher, shall be paid the higher rate of pay while performing the temporary **job**. However, no reduction in their rates of pay shall be made when temporarily assigned to a job with a lesser rate of pay.

## **ARTICLE 24**

### **GROUP INSURANCE PLAN**

**24.1** The employer maintains in force a group insurance plan during the duration of the collective labour agreement.

**24.2** It is obligatory that all employee be part of the group insurance plan. Any employee is covered by the said insurance plan as soon as he becomes permanent.

**24.3** No modification can be made to the group insurance plan, without agreement with the union.

**24.4** The share of the premium will be indicated at the appendix "A" of the collective labour agreement.

**24.5** The employer agrees to remit to the union a copy of the group insurance plan in force.

## **ARTICLE 25**

### **HOURLY RATE**

**25.1** For the rate, see appendix "A" attached to the present.

**25.2** Any driver whose regular shift is situated between 18h00 and 06h00, will receive an hourly premium in addition of his regular salary rate, except when he receives overtime. Any shunter whose regular shift is situated between 12h00 and 04h00, will receive an hourly premium as stipulated in appendix "A", in addition to his regular rate except when he receives overtime.

## **ARTICLE 26**

### **MAINTENANCE OF PRIVILEGES**

**26.1** Any employee presently being paid at a rate higher than the one mentioned in the agreement will not suffer a decrease by the signing of this agreement.

**26.2** The company may at its discretion pay an employee at a higher rate than his classification calls for.

## **ARTICLE 27**

### **DRIVERS - RATES OF PAY AND GENERAL CONDITIONS**

**27.1** The drivers working on the highway operations will be remunerated according to the rates of mileage as stipulated in appendix "A" and the highway mileage will be calculated from terminal to destination.

**27.2** In cases of breakdowns or other unavoidable delays occurring in areas without surveillance, the employer may, at his discretion, require drivers to sign a statutory statement having the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, setting forth the causes, to the best of their knowledge and belief, for such breakdowns and/or delays.

### **27.3 Lay over**

#### **Definition**

Applicable when the driver is unable to deliver or unload because of situation out of his control for a maximum period of twelve (12) hours or more. Starting at the twelfth (12<sup>th</sup>) hour, the driver will be paid at his regular hourly rate and this for a maximum of nine (9) hours, after which he can be asked by the employer to take another rest period. Concerning the rate for lay-over, please refer to appendix "A" of the present labor collective agreement.

#### **When**

- in respect of the appointment and hours of opening of the customers.
- when required by the employer;
- when impossible to load or deliver in the same day;
- not applicable when required by the hours of service (log book).

**27.4** Employees on highway operations off duty at their home base terminal, will be considered non available and will not be recalled before ten (10) hours. They will be granted two (2) hours without pay from the time they are called to report to work, and this **two (2)** hours will be included in the period of ten (10) hours above mentioned.

**27.5** Employees required to deadhead shall be paid the equivalent of 50% of the other highway driver's prevailing rate.

Highway drivers shall not deadhead in vehicles which are not equipped with passenger seats.

**27.6** Highway drivers compelled to detour shall be paid for any additional mileage.

**27.7** Vacancies, change of runs or installation of new runs shall be subject to terminal seniority and at the qualifications of the concerned employee, and shall be posted for bid in a proper place for a period of seventy-two (72) hours, from punch to punch (Saturdays, Sundays and general holidays excluded). Before a new man is hired for highway runs, consideration should be given to the city employees. If however, an employee is absent from work due at any reason while such a bid takes place, the employee will be entitled to bid within seventy-two (72) hours upon his return to work (excluding the Saturdays, Sundays and statutory holidays).

**27.8** Highway mileage shall be calculated from terminal to destination. If any disagreement arises between the company and the union regarding the highway mileage from terminal to destination, the company and the union agree to check the mileage together and the checking of both parties will be final and binding.

**27.9 a)** The drivers and highway drivers covered by this agreement called in for work shall have a minimum of four (4) hours guaranteed and if they work over those four (4) hours they will have their nine (9) hours work guaranteed.

**b)** The highway drivers that is requested out of service by the employer, shall be entitled to the equivalent off hours determine in article 20.2.

**27.10** If the employer abolish a road, the driver or the highway driver will have the right to exercise his seniority in his classification.

**27.11 Dispatch from home terminal**

**a)** Highway drivers will be assigned the best paying dispatches in accordance with seniority and hours available,

when they are called to report to duty. However, should a highway driver elect to decline the best paying dispatch, he will be given preference on all other loads available at the time of dispatch.

**b)** In the event other trips become ready for assignment between the time the driver is called to work and the time he reports to dispatch, he shall benefit from his seniority for such trips. The present article is applicable during the week only and does not concern the week-end dispatch.

**c)** Trips will not be held for the purpose of depriving a driver of his seniority.

**d)** The employer must assign the highway trips to the drivers, according to the following rules:

- 1.** For week-end dispatch, the driver's seniority at his home base terminal;
- 2.** The regulation on the service hours and the other rules in the present collective agreement;
- 3.** During the dispatch, the preference will be given to the driver in accordance with his seniority, without consideration of the strength of the motorised vehicle required for this trip, as long as the employee is qualified to do so.
- 4.** For the rest of the week, the drivers will be dispatch according to the rules "first in - first out. However, when dispatch is interrupted and that many drivers are simultaneously dispatched, they will be dispatched by seniority rank.

**e)** For the purpose of the present article, the available trips will be those for which the priority has been established by the employer, in accordance with the line-up of the said trips.

**27.12** If a highway driver is not dispatched after reporting for work as advised, he shall be paid for all time held at his regular rate of pay.

**27.13 a)** The highway drivers who does not wish to work on Sunday shall ask permission to do so at the time of week-end dispatch.

**b)** The highway drivers having obtained the permission to not report to work on Sunday will not be called to work before 08h00 on Monday morning.

**27.14** The senior drivers will have the privilege to accept or refuse the week-end dispatch and if there is a insufficient number of available drivers, the drivers will be called to work in reverse seniority order and will have to work.

**27.15 a)** At their home base terminal, the highway drivers will not be under the obligation to accept a dispatch after having cumulated a total of 2400 miles or fifty-five (55) worked hours per week. Any statutory holiday occurring in a scheduled working week, must deduct the number of conducted miles or the worked hours or ten (10) hours by each statutory holiday.

**b)** Once he has return to his home base terminal and once he has completed his last assignment the highway driver who will have cumulated the equivalent of ten (10) hours of pay at the regular hourly rate of tractor city driver, will have the right to book-Off.

**27.16** Highway drivers and drivers shall comply with speed limits indicated on traffic panels or as determined by the employer, has far as the maximum.

**a) 1)** The drivers or highway drivers dispatched in a radius of 50 miles of the terminal, will be remunerated at their hourly rate with the exception of the load and go operation.

**2)** The hourly regular rate will be increase of fifty percent (50%) after twelve (12) consecutives working hours, including the meal hour, the hooking, unhooking and the rest periods taken on the road.



**b)** The assignments that are further to a radius of 50 miles will be remunerated on a mileage combination for the distance and at the lump rate for any other functions.

**27.17** It is agreed that the authorized expenses of the drivers during a trip, will be reimbursed to him when he returns to his home base terminal, as soon as possible.

## **ARTICLE 28**

### **BROKER OPERATIONS (HIGHWAY)**

**28.1** The employer agrees to guarantee the actual number of highway drivers at his employment and their regular work weeks before hiring any broker. If the conditions are filled and that the employer hires brokers, the said brokers will be dispatched according the dispositions of the present collective agreement. It is agreed that under no circumstance, the brokers will interfere with the seniority rights of the company's employees.

## **ARTICLE 29**

### **LOCATION OF EQUIPMENT AND SUBCONTRACT**

**29.1** The employer will not hire or rent any exterior equipment to make the pick-ups and deliveries of the merchandise, unless all the employer's available and usable equipment is used. If the above-mentioned conditions are respected and that the employer rents or hires such equipment, the said equipment shall be in all case operated by the company's employees.

**29.2 a)** The employer agrees to not give to sub-contractors, the pick-ups and deliveries operations, in a way that would deprive the regular hourly paid employees of their regular working hours.

**b)** The employer will give to sub-contractors, the pick-up and delivery operations, only after have given to **all** available employees the opportunity to accomplish the available work.

**29.3** When the employer must use sub-contractor's services in order to make the exceeding pick-ups or deliveries, the

preference will always be given to the employees working and governed by the present collective labor agreement for the departing hours of the terminal.

**29.4** If the above-mentioned conditions are respected and that the employer rents equipment with driver, the employer gives to the union, the equivalent of the monthly union dues.

## **ARTICLE 30**

### **PART-TIME EMPLOYEES**

**30.1** It is agreed that the employer will be allowed to hire part-time employees to fill a vacancy as an interim measure or to meet the requirements of peak periods or when similar circumstances will justify their hiring. In this case, the following conditions shall apply:

**a)** The employer shall deduct from the first pay cheque of all part-time employees, and every month thereafter, an amount equal to union dues and such money shall be forwarded to the union, according to article 5, together with the list of employees for whom the money is remitted.

**b)** The employer agrees not to hire successive shifts of part-time employees in place of regular employees and nothing in this article shall be used to avoid hiring regular employees provided that such employees are available.

**c)** Laid-off employees shall be given the first opportunity to work on a part-time basis. However, the daily guarantee shall not apply.

**d)** Part-time help, excluding regular laid off employees, shall receive the same minimum wage scale as regular employees, but will not otherwise be covered by the provisions of this collective agreement.

**e)** Part-time help shall not be assigned to a shift on a starting time in a way that would deprive regular employees of their normal working hours.

**f)** If the number of part-time employees should increase inordinately, the employer and the union shall meet to discuss the reasons for their hiring.

**g)** Where the union believes that there is a violation of the intention in the application of the preceding articles, the employer and the union shall meet to discuss the problem. If no amicable solution can be found, the grievance shall be submitted to arbitration **as** outlined in article 8.

**h)** Part-time employees with senior hiring dates shall **be** the first to be called in to **work** and the first to be considered for regular job openings with the company.

**i)** If more than one part-time employee shall have the same hiring date, the employee having accumulated the most salary earnings, shall be considered as the one with most seniority.

## **ARTICLE 31**

### **PAY CHEQUE**

**31.1** The company shall issue pay cheque in such a manner that all employees shall have at least thirty-six (36) complete hours prior to a Saturday or a general holiday. Minor shortages will be paid the following pay period when brought to the attention of the company. Shortages in excess of fifty dollars (\$50.00) (excluding Saturdays, Sundays and general holidays) will be paid immediately.

**31.2** The employer agrees to pay his employees on a weekly basis, that **is**, every week, and also agrees not **to** keep more than two (2) weeks in back wages.

**31.3** The pay of the employee will be remitted to him in a sealed envelop or direct deposit.

## **ARTICLE 32**

### **COST OF LIVING**

**32.1** It is agreed that at the end of each year, a verification of

the cost of living will be made by the parties. If the cost of living exceeds five percent (5%), the parties will meet to discuss the situation.

### **ARTICLE 33**

#### **GENERAL WORKING CONDITIONS**

**33.1** All hourly rated employees covered by this agreement shall be paid their regular rates from the time they report for duty as requested by the company.

**33.2** All employees covered by this agreement shall punch their starting and quitting time cards themselves and only under exceptional circumstances shall foremen or other employer representatives be authorized to do it for them.

**33.3** Any employee whose work is not included in the bargaining unit cannot perform work within the bargaining unit, except in emergency situations when work has to be performed and no qualified employee is available.

**33.4** Any employer that employs at its service three (3) people or more shall have a punch clock.

**33.5 a)** Where the employer provides rest rooms and washrooms, it is agreed that the employer will be responsible for cleaning the premises.

Employees using those facilities shall cooperate with the employer in keeping the premises clean and shall comply with sanitary regulations in effect.

**b)** The employer agrees to provide all necessary means to wash up, including hot water, soap and paper towels.

**33.6 a)** In the event of a death in the immediate family, all employees shall be given the necessary time off to attend the funeral and shall be paid at their regular rate of pay, provided that the period between the death and the funeral are working days. For the purpose of this article, Saturdays are considered as working days for highway drivers.

In the event of the death of a father, mother, spouse and children, an employee shall be allowed four (4) days off with Pay.

In the event of the death of a sister, brother, father-in-law and mother-in-law, an employee shall be allowed three (3) days off with pay.

In the event of the death of a brother-in-law, sister-in-law, son-in-law and daughter-in-law, an employee shall be allowed one (1) day off with pay.

To be eligible to bereavement pay, the employee must provide proof of death to the Employer. If more time is required for any reason related to the death, a leave of absence without pay shall be granted on a mutual agreement.

For the birth of a child, an employee shall be allowed one (1) day off with pay, as long as the birth of the said child occurs on working days.

**33.7** Upon request, employees shall be given receipts when turning in money to the employer.

**33.8** Should the Employer require an employee to provide a bond, the premium involved shall be paid by the Employer. The primary obligation to get the bond shall be on the Employer. If the Employer cannot arrange for a bond for an employee within thirty (30) working days, the employee shall be notified in writing by the Employer. In the event the employer fails to notify the employees, the latter shall be relieved of the bonding requirements. However, if proper notice is given, the employee shall be allowed thirty (30) working days from the date of receipt of such notice to make his own bonding arrangements. The standard premium for such bond shall be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other employees in a similar classification. Any excess premium is to be paid by the employee, If the Employer institutes a bonding system, employees presently on the seniority list cannot be dismissed because of a failure to get a bond according to negotiated rules and regulations.

**33.9 a)** If the employer requires an employee to take further training, such employee will be paid for all time spent in training.

**b)** The employer will cooperate with the employees that asks for a more specialized training in order to ease the said training, as long as the employer estimates that the said employees have the required abilities and in order that the said employees can improve their qualifications.

**33.10** An employee shall not be compelled to operate unsafe equipment with which he is unfamiliar, unless the employer has provided him with a minimum training.

**33.11** An employee shall not be penalized if he refuses to work under conditions that are contrary to safety laws and regulations in effect and applicable in the province.

**33.12** Any employee who is called as a witness in a legal case involving his employer shall receive his regular salary less the amount received for witness, including the directly expense, ex.: parking, hotel, meal and mileage.

**33.13 Letter of recommendation upon an employee's departure**

Whenever an employee quits his job for any reason, the employer agrees, if he is satisfied with his services according to the employer's own criteria, to give him a letter of recommendation which will allow him to find a **job** elsewhere.

**33.14 a)** If the employer decides to build a new terminal, adequate parking facilities for employees shall be provided.

**b)** By inclement weather, the employer will collaborate to help the employees start their personal vehicle.

**33.15** Everywhere in this agreement where it is mentioned of "working days", it shall mean the days where the employer has operations in his company, with exception of Saturdays, Sundays and statutory holidays. However, in the case of highway divers, Saturday is considered as a working day.

**33.16** In the event a disposition of the collective agreement is the total opposite or partly opposite to a disposition of public order law, the said disposition will be reputed unwritten and shall be considered substituted by the pertinent disposition of the law.

#### **ARTICLE 34**

#### **RULES AND REGULATIONS**

**34.1** Rules and regulations, as described in appendix “B”, are integrally part of this collective agreement.

#### **ARTICLE 35**

#### **FONDS DE SOLIDARITÉ DES TRAVAILLEURS ET TRAVAILLEUSES DU QUÉBEC (FTQ)**

#### **PARTICIPATIVE CLAUSE**

#### **Conditional to the participation of the employee with immediate income reduction**

**35.1** The employer agrees to collaborate with the union to allow the employees to benefit from the saving plan of the Fonds de Solidarité des travailleurs du Québec (FTQ).

**35.2** The employer agrees to retrieve from the pay of each employee that requires it and that have signed the Fonds' form, the amount indicated by the employee for the duration he requires or until contrary notice and will transfer those amounts to the Fonds de Solidarité, for, an under the name of each participating employee.

The parties agree that in accordance to provincial and federal income laws it will be possible for the employee that asks for it to receive immediately on his pay the fiscal tax relief when he participates to the Fonds (FTQ) and this, by withholding at source and by financial contribution from the employer.

**35.3** An employee can at any time modify the amount of his payment or stop subscribing by sending a written notice to the

Fonds (FTQ) or to his employer. In the event of a direct notice to the employer for such stopping, the latest agrees to send a copy of such notice to the Fonds (FTQ).

**35.4** The employer accepts to respect the rules of the Fonds (FTQ) procedure and by such acceptance, agrees to monthly (on the 15<sup>th</sup> day following the deduction at the latest) send a cheque to the Fonds (FTQ) the said amount deducted according to article 2. This remittance must be accompanied by a statement of the Fonds (FTQ) indicating the name and social insurance number of each employee and the amount deducted for each employee, The employer will forward a copy of the monthly remittances to the union to the appointed agent.

## **ARTICLE 36**

### **STAFF NOT COVER BY THE CERTIFICATE**

**36.1** As stipulated in articles 33.3 and 36.2, all work covered by the certificate must be in all circumstances, done by staff covered by the present collective agreement. Such staff shall in **all** cases work directly for the employer and this, without any intermediary such as: (ex. employment agency, employee rental agency, **etc..**).

**36.2** It is agreed that the employer will have the right to hire employees from agencies to fill an intermediary vacation period or to satisfy a rush period or when similar circumstances shall require **so**. In such case, the following conditions will prevail:

- a) **If** the number of agencies employees shall increase in a tremendous way, the parties will meet in order to discuss the reasons of such hiring.
- b) If the union is under the opinion that there has been violation of the intention in the application of the previous stipulations, the parties shall meet to discuss the problem. Failure to reach an agreement between the parties, the grievance will be submitted to arbitration procedure as stipulated in article 8.



**ARTICLE 37**

**TYPING, PRINTING AND DISTRIBUTION  
OF THIS AGREEMENT**

**37.1** The typing and printing in booklets if the present collective agreement shall be the union's responsibility, but will be charged to the employer; the latter agrees to distribute the said booklets to every employee during the week following the delivery from the printer.

**ARTICLE 38**

**DURATION**

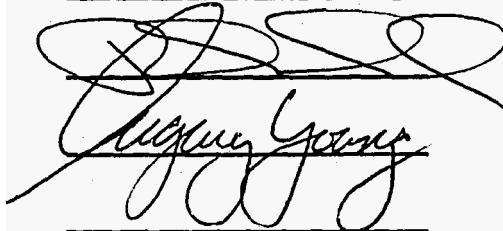
**38.1** This collective agreement shall be in effect from the June 1<sup>st</sup> 2002 until May 31<sup>th</sup> 2007.

**38.2** Should one of the parties hereto wish to negotiate the provisions of this agreement, that party should forward to the other party a written notice of at least eight (8) days prior to the date, time and place where its representatives would be ready to meet the other party, or its representatives, for the conclusion of a collective agreement, within ninety (90) days preceding the expiration date of this collective agreement.

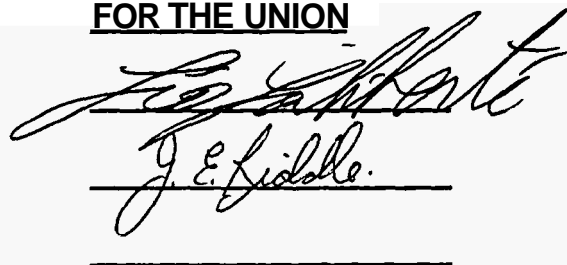
**38.3** This agreement shall remain in effect until its renewal.

**IN WITNESS THEREOF, the parties have signed on this**  
20<sup>th</sup> day of September 2002.

**FOR THE EMPLOYER**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_

## APPENDIX "A"

Appendix "A" is an integral part of this collective labor agreement

### HOURLY RATE

Classification	June 1 <sup>st</sup> 2002	June 1 <sup>st</sup> 2003	June 1 <sup>st</sup> 2004	June 1 <sup>st</sup> 2005	June 1 <sup>st</sup> 2006
Driver, high-way driver and shunter	\$14.00	\$14.25	\$14.50	\$14.75	\$15.25

### MILEAGE RATE

Classification	June 1 <sup>st</sup> 2002	June 1 <sup>st</sup> 2003	June 1 <sup>st</sup> 2004	June 1 <sup>st</sup> 2005	June 1 <sup>st</sup> 2006
Driver, and highway driver	\$.35	\$.35	\$.36	\$.36	\$.37

The rates for the pick-ups or deliveries, are both applicable for a full or empty containers, on the door to door operation.

#### **Pick-up or delivery for a trip**

**\$30.00** hourly rate after 2 hours.

#### **Pick-up and delivery at the same place**

**\$40.00** hourly rate after 4 hours.

#### **Many pick-ups or deliveries (many stops in the van)**

\$30.00 for the first pick-up or delivery and \$30.00 for the subsequent. hourly rate after 3 hours.

#### **Delivery refused at a client**

50% of the applicable drop rate.



## **APPENDIX “B”**

Appendix “B” is an integral part of this collective labor agreement

### **RULES AND REGULATIONS**

#### **1. Preamble:**

**a)** All infractions to rules and regulations shall be removed from the employee disciplinary record after one (1) year.

**b)** The following rules and regulations, as well as the penalties provided for in case of violations, are approved by the Employer and the Union, in order for employees to know what is expected of them, with respect to their general conduct, behavior and performance.

**c)** Notice of penalty or reprimand shall be issued to the employee, with a copy to the shop steward and the business agent, within fifteen (15) calendar days of the time the offence became known, except for accidents which are provided for in Article 2 c) herein. When a suspension is issued, it **shall be** enforced within thirty (30) days worked by the employee following the notice of penalty.

**d)** Any violation to applicable federal, provincial or municipal laws shall be the driver’s responsibility, except for cases which, by their nature, fall under the Employer’s responsibility.

#### **2. Resume of trip procedures**

- a)** Verification of documents upon leaving, including:
- Consignee’s address
  - Time and date of delivery
  - Indication of hazardous cargo
  - Border crossing and name of customs broker
  - Special instructions

- b)** Verification of documents required at customs:
  - A8A – A6 – T&E Bond & **US** Export Decs
  - All problems must be reported to dispatch, where there **is** always someone to assist drivers.
- c)** Documents verification:
  - Container & equipment numbers before pinning to load.
- d)** Equipment verification:
  - Routine inspection of equipment, seal, and fuel levels.

**e)** Drivers must report to dispatch in the morning to confirm arrival for appointment, when leaving customer and all subsequent stops for delivery or pickups. Often, at the request of the dispatcher, drivers must deliver container directly to the Port of Montreal, on a late gate in order to make the vessel. This **is** why it **is** important to speak to the dispatcher before leaving the customer.

**f)** The drivers must report to dispatch any move not specified on documents or any other problems before arriving at the customer. If not followed, the driver will not be paid.

**g)** Driver must return all signed or stamped documents of trip, especially official documents (customs).

**h)** Drivers must submit logs with his trip documents or submit at the end of the week.

**i)** Any abnormalities on the companies equipment, must be reported in writing on documents available in dispatch.

**j)** **All** accidents must always be reported as soon as possible to the office. All accidents involving injury must be reported immediately (without exception) to local authorities.

### **k) Border procedures**

It is important to follow instructions by customs officers, both Canadian & U.S.. If the customs office asks the driver to open the doors to verify origin of cargo, he must conform without fault. If samples are taken, the driver must obtain necessary documents from the customs officer. If it's only an inspection, driver must apply a new seal and note changes on the appropriate documents.

It is important that the driver submits the stamped A8A or A^ to the company without exception. The company is liable for a fine from the Federal Government, when these documents cannot be produced. Also, the driver, when delivering directly to the Port of Montreal, these documents must be returned.

All penalties of fines issued because of drivers negligence, will be absorbed and paid by the driver.

### **3. Accidents:**

**a)** Accidents for which an employee is responsible of for which his actions or lack of action are a contributory factor, shall result in a disciplinary measure which may range from reprimand to dismissal, depending on the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents.

**b)** The employee who falls to report an accident in writing, as soon as possible, according to the procedures in effect with his employer, shall be subject to dismissal.

**c)** The employee involved in accident shall be advised, within sixty (60) days following the accident, according to the procedures in effect, if he is held responsible or not.

### **4. Equipment:**

**a)** Tampering with or interfering with normal operation of tachometers, an instrument measuring speed or other safety devices:

**1<sup>st</sup>** offence : Subject to dismissal

**b)** Excessive idling of equipment, when such equipment is stationary:

- 1<sup>st</sup> offence : Reprimand
- 2<sup>nd</sup> offence : 3 days off
- 3<sup>rd</sup> offence : 1 weekoff
- 4<sup>th</sup> offence : Subject to dismissal

**c)** Failure to properly hook units together, air hoses and electric wires and failure to ensure that the safety pin is engaged and the trailer landing gears fully raised:

- 1<sup>st</sup> offence : Reprimand
- 2<sup>nd</sup> offence : 3 days off
- 3<sup>rd</sup> offence : 1 weekoff
- 4<sup>th</sup> offence : Subject to dismissal

**d) 1)** Failure to ensure that equipment is properly serviced with fuel, oil, water and antifreeze, that tire pressure is adequate and equipment is supplied with registration document, licence plates, permits and proof of insurance:

- 1<sup>st</sup> offence : Reprimand
- 2<sup>nd</sup> offence : 1 day off
- 3<sup>rd</sup> offence : 2 days off
- 4<sup>th</sup> offence : 1 weekoff
- 5<sup>th</sup> offence : Subject to dismissal

**2)** If damages occur to engine as a result and negligence is proven:

- 1<sup>st</sup> offence : Subject to dismissal

**e) 1)** Failure to properly tarp or arrange cargo:

- 1<sup>st</sup> offence : Reprimand
- 2<sup>nd</sup> offence : 2 days off
- 3<sup>rd</sup> offence : 1 weekoff
- 4<sup>th</sup> offence : Subject to dismissal

2) If damages occur to cargo as a result:

1<sup>st</sup> offence . Subject to dismissal

f) Failure to keep cab interior clean:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 1 day off  
3<sup>rd</sup> offence : 3 days off  
4<sup>th</sup> offence : Subject to dismissal

g) Failure to report all mechanical defects, when known, at the end of one's shift:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : Subject to dismissal

h) Use (other than normal use) of company vehicle without written authorization:

1<sup>st</sup> offence : Subject to dismissal

i) Careless use of the Employer's equipment or property (excluding cargo):

1<sup>st</sup> offence : May range from reprimand to 1 week off  
2<sup>nd</sup> offence : Subject to dismissal

j) Failure to drain the air tank of the equipment in a regular manner:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 1 day suspension  
3<sup>rd</sup> offence : 3 days suspension

## 5. Conduct and Behavior:

a) 1) Consumption of alcoholic beverages or drugs which may impair normal behavior, while on duty or on company premises:

1<sup>st</sup> offence : Subject to dismissal



**2)** Possession of alcoholic beverages or drugs which may impair normal behavior, while on duty or on company premises:

**1<sup>st</sup>** offence : Subject to dismissal

**b)** Reporting to work or back to work under the influence of alcoholic beverages or drugs which may impair normal behavior:

**1<sup>st</sup>** offence : Subject to dismissal

**c) 1)** Theft or dishonest acts:

**1<sup>st</sup>** offence : Subject to dismissal

**2)** Wilful damages while on duty:

**1<sup>st</sup>** offence : Subject to dismissal

**d)** Discourtesy or use of a bad language with a customer or the general public (subject to investigation):

**1<sup>st</sup>** offence : May range from reprimand to subject to dismissal

**e) 1)** Failure to obey orders given by authorized personnel (names of authorized personnel will be posted):

**1<sup>st</sup>** offence : Reprimand

**2<sup>nd</sup>** offence : 2 days off

**3<sup>rd</sup>** offence : Subject to dismissal

**2)** Deliberate insubordination:

**1<sup>st</sup>** offence : Subject to dismissal

**f) 1)** Failure to collect money according to invoices:

**1<sup>st</sup>** offence : Reprimand

**2<sup>nd</sup>** offence : 3 days off

**3<sup>rd</sup>** offence : 1 week off

**4<sup>th</sup>** offence : Subject to dismissal

**2)** Failure to remit, as requested, the exact amount of collections to the authorized company representative:

**1<sup>st</sup>** offence : Subject to dismissal

**g) 1)** Mishandling of freight:

**1<sup>st</sup>** offence : Subject to reprimand up to 3 days off

**2)** If damages occur to freight as a result:

**1<sup>st</sup>** offence : Subject to dismissal

**h)** Failure to pick up bills of lading or proper waybills before leaving the terminal or to turn them in upon return:

**1<sup>st</sup>** offence : Reprimand

**2<sup>nd</sup>** offence : 2 days off

**3<sup>rd</sup>** offence : 1 weekoff

**4<sup>th</sup>** offence : Subject to dismissal

**i)** Conviction for a violation under the criminal code because of careless driving of a company motor vehicle:

**1<sup>st</sup> offence** ; Subject to dismissal

**j)** Failure to keep a clean and presentable appearance:

**1<sup>st</sup>** offence : Reprimand

**2<sup>nd</sup>** offence : 2 days off

**3<sup>rd</sup>** offence : 1 weekoff

**4<sup>th</sup>** offence : Subject to dismissal

**k)** Failure to properly count freight:

**1<sup>st</sup>** offence : Reprimand

**2<sup>nd</sup>** offence : 1 day off

**3<sup>rd</sup>** offence : 3 days off

**4<sup>th</sup>** offence : 1 weekoff

**5<sup>th</sup>** offence : Subject to dismissal

**l)** Failure to properly load, unload, deliver or pick up freight:

- 1<sup>st</sup> offence : Reprimand
- 2<sup>nd</sup> offence : 3 days off
- 3<sup>rd</sup> offence : Subject to dismissal

**m)** Failure to report overage, shortage and damage (OS&D), according to Employer's instructions:

- 1<sup>st</sup> offence : May range from reprimand to 1 day off.
- 2<sup>nd</sup> offence : 2 days off
- 3<sup>rd</sup> offence : 1 week off
- 4<sup>th</sup> offence : Subject to dismissal

**n)** Failure to ensure that the inside of the trailer was in proper condition to receive cargo:

- 1<sup>st</sup> offence : Reprimand
- 2<sup>nd</sup> offence : 2 days off
- 3<sup>rd</sup> offence : 1 week off
- 4<sup>th</sup> offence : Subject to dismissal

**o)** Remain on company premises without reasonable explanation, after completion of shift:

- 1<sup>st</sup> offence : Reprimand
- 2<sup>nd</sup> offence : 2 days off
- 3<sup>rd</sup> offence : 1 week off
- 4<sup>th</sup> offence : Subject to dismissal

**6. Reports:**

**a)** Intentionally punching another employee time card:

- 1<sup>st</sup> offence : Subject to dismissal

**b)** Deliberate falsification of time cards, trip sheets or other company documents:

- 1<sup>st</sup> offence : Subject to dismissal

**c)** Failure to report to dispatch at specified times, while on duty and when required to do so:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : Subject to dismissal

**d)** Failure to provide the Employer with a medical report when requested, according to the provisions of the Collective Labour Agreement:

1<sup>st</sup> offence : Suspension without pay pending presentation of such medical report

## **7. Driving Behavior:**

**a)** Failure to follow itinerary as designated or instructed:

1<sup>st</sup> offence : Subject to dismissal

**b)** Driving in excess of the maximum speed limit authorized by the law or as determined by the Employer, if different:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : 1 week off  
4<sup>th</sup> offence : Subject to dismissal

**c)** Unjustified delays while driving a vehicle or failure to maintain schedule as posted:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : 1 week off  
4<sup>th</sup> offence : Subject to dismissal

**d)** Deliberate tailgating:

1<sup>st</sup> offence : Subject to reprimand to 1 week off  
2<sup>nd</sup> offence : Subject to dismissal

e) Transportation of unauthorized passengers:

1<sup>st</sup> offence : Subject to dismissal

**8. Attendance:**

**a)** Failure to report to work *after* accepting an assignment:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : Subject to dismissal

**b)** Failure to give notice to the Employer at least 2 hours prior to the beginning of the shift for day shift workers and 3 hours for night shift workers, when unable to report to work:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : Subject to dismissal

**c)** Leaving work before completion of work shift:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : Subject to dismissal

**Any employees** violating this regulation is likely to see his daily guarantee, provided for in this Collective Agreement, decreased by the amount of time not worked, according to the Employer's decision.

**d)** Reporting late to work without acceptable explanations:

1<sup>st</sup> offence : Reprimand  
2<sup>nd</sup> offence : 3 days off  
3<sup>rd</sup> offence : Subject to dismissal

Any employees violating this regulation **is** likely to see his daily guarantee, provided for in this collective

agreement, decreased by the amount of time not worked, according to the Employer's decision.

**9. Protective Clothing, Uniforms and Others:**

Where the Employer provides protective clothing or uniforms, the employee shall comply with the procedures in effect at his Employer, concerning the signing of a receipt, the upkeep of such provided clothing or uniforms and their return, if required.

Any employee violating this regulation shall be subject to a disciplinary measure which may range from reprimand to dismissal, depending on the seriousness of the offence.

**10. Employment Application:**

When informed the employee making a false statement on his employment application or information requested at the hiring is subject to dismissal as of the date of discovery of misstatement or false information as stipulated in the concern clause of the present agreement.

**11. Absence on the Day Preceding or Following a Statutory Holiday:**

The employee who is absent the day preceding and/or the day following a statutory holiday shall notify his Employer as soon as possible.

**These Rules and Regulations shall be officially in effect as of the ratification date of this Collective Labor Agreement.**

**LETTER OF AGREEMENT #1**

**BETWEEN: TRANSPORT DRIVERS, WAREHOUSEMEN AND  
GENERAL WORKER'S UNION, TEAMSTERS  
QUEBEC SECTION LOCALE 106 (FTQ)**

hereinafter referred to as "THE UNION"

**AND: HARLYN EXPRESS INC.**

hereinafter referred to as "THE COMPANY"  
and/or "THE EMPLOYER"

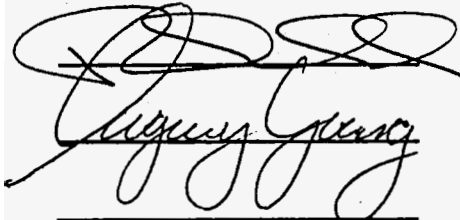
**IT IS UNDESTOOD** that the patties agree that the drivers must support the large amount of expense on the road.

**IT IS UNDERSTOOD** that \$0.08 per mile established as a fair evaluation of those expenses, as for the mileage rate does include \$0.08 per mile expense reimbursement.

The patties agree in order that those amounts will be given, to all drivers that qualified, at the same time that their regular pay cheque.

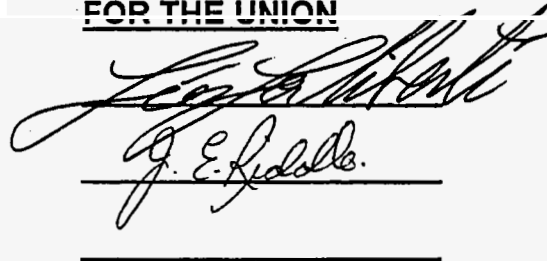
**IN WITNESS THEREOF** the parties have signed on this  
20<sup>th</sup> day of September 2002.

**FOR THE EMPLOYER**



Handwritten signature of the employer, appearing to be "Auguste Gagny", written over a horizontal line.

**FOR THE UNION**



Handwritten signature of the union representative, appearing to be "J. E. Fiddell", written over a horizontal line.