

COLLECTIVE AGREEMENT

between

EPIC EXPRESS, a division of TFI Transport8 L.P.
(formerly Epic **Express**, a division of TransportCFQI Inc.)
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNIONS 91, 879 & 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

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INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE#</u>
I	Preamble & Recognition	1
2	Union Security	1
3	Management Functions	3
4	Discrimination	3
5	Intent & Purpose	3
6	Stewards	4
7	Grievance Procedure & Arbitration	5
8	Strikes, Lockouts & Picket Lines	7
9	Seniority	8
10	Complete or Partial Closure of Terminal(s) or Operations & Establishment of New Terminals	10
11	Mergers	12
12	Leave of Absence for Work with the Teamsters Union	12
13	Equipment	12
14	Medical Examinations	14
15	Uniforms	15
16	Extra Contract Agreements	16
17	New Types of Equipment & Categories of Work	16
18	Bulletin Boards	16
19	Loss or Damage to Cargo or Equipment	16
20	General Holidays	17
21	Vacations	18
22	Allocation & Hours of Work, City Driving Department & Dock Department	21
23	Allocation & Hours of Work – Highway Operations	26
	Letter of Understanding re. Quebec Drivers	31
	Foreign Terminal Dispatch	31
24	Annual Job Bids	33
25	Job Openings	34
26	Supervisors	34
27	Vacation Replacement Employees	35

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
28	Part-Time Employees	35
29	Casual Help	36
30	Hired City Equipment	38
31	Owner/Operator Operations	39
32	Health & Welfare	40
33	Pension	41
34	Credit Unions	41
35	General	41
36	Maintenance of Standards	45
37	Duration	45
Appendix A	Wages	47
Appendix B	Rules & Regulations	49
	Letter of Understanding Re: Pay System	51
	Letter of Understanding Re: Highway Operations	52
	Letter of Understanding Re: Maintenance Shop	53
	Letter of Understanding Re: Piggy-Back Operations	54
	Letter of Understanding Re: Ontario Health Insurance Plan	55
	Letter of Understanding Re: Health & Welfare and Pension Plan	56
Appendix C	Owner/Operators	57
Owner Operator Agreement		60
Schedule A	Owner/Operator's Equipment Specifications & Requirements	70
Schedule B	Compensation, Deduction & Payments	71
Schedule C	Insurance	74

ARTICLE 1 - PREAMBLE AND RECOGNITION

Section 1.1 – Union Recognition

The Company does hereby recognize the Union as the exclusive bargaining agent for all employees of Epic Express, a division **of** TFI Transport 8 L.P. (*formerly Epic Express, a division of Transport CFQI Inc.*) working in and out of the Region of Peel and of the cities of London and Kingston, excluding supervisors, persons above the rank of supervisor, clerical, office and **sales** staff, and casual employees.

Section 1.2 – Effective Date

The effective date of this Agreement shall be February 1, 2005 and the terms shall be from this date to January 31, 2010.

Section 1.3 – Date of Application

All terms and conditions of this Agreement will apply effective February 1, 2005.

Section 1.4 - Section Headings

The Sections Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation **of** this Agreement.

ARTICLE 2 - UNION SECURITY

Section 2.1 - Maintenance of Membership

It **is** agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition **of** employment.

Section 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deduction are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

Section 2.3 - Initiation Fee Deductions

All employees hired shall, as a condition **of** continued employment, authorize the Company to deduct an amount equal to the Local Union's Initiation Fees in installments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies **so** deducted to the head office of the Local Union along with a list of the employees from whom the money **was** deducted at the same time **as** the Union dues are remitted.

Section 2.4 (a) - Monthly Deduction of Union Dues

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month, the monthly dues of any employee covered by this Agreement, and to remit such

monies so deducted to the head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The check-off list will include names designated by terminals within the jurisdiction of each Local Union. In the case of an employee on WSIB, the check-off shall indicate that such employee is on WSIB.

Section 2.4 (b) - Deduction of Arrears Items

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amount prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

Section 2.4 (c) – Check-off Lists

The Union check-off form may be (i) a Union provided form, (ii) a Company provided form, (iii) a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-initiation Fees". The Company shall each month add the name of each new employee hired on since the remittance of the previous check-off along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's check-off sheet for whom a remittance is not made for any reason.

Section 2.4 (d) – Form to be Signed by New Employees

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Forms, all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

Section 2.4 (e) - Scope of Union Dues Deductions

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

Section 2.4 (f) - Submission of Check-off

The check off and cheque for the Union dues deducted must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted.

Section 2.4 (g) - T4 Slips

The Company shall show the yearly Union monthly dues deductions on employees' T4 slips.

Section 2.4 (h) – Absence For Sickness, Injury, WSIB

Commencing during the first year of this Agreement, the Company agrees that employees who are off work due to sickness injury and/or WSIB shall not have Union dues or initiation fees

deducted from any General Holiday payment.

ARTICLE 3 - MANAGEMENT FUNCTIONS

Section 3.1 - Management Functions

The Union recognizes that the Company has the right to manage the business, to exercise all the prerogatives of management and without affecting the generality of the foregoing, it has the right to determine the size of and direct the workforce, to extend or curtail operations and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

Section 3.2 - Rights of Employees

The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

Section 3.3 – Management Rights

- a) The Union recognizes the exclusive right to alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with this Agreement.
- b) Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its Terminals, operations, properties or any of its parts thereof.
- c) The Union recognizes the exclusive right to institute changes in jobs and their content as well as job assignments.

The Company agrees that the above functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - DISCRIMINATION

Section 4.1 Right of Access for Union Representatives

Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided they comply with security requirements and do not interfere with the normal operation of the Company.

ARTICLE 5 - INTENT AND PURPOSE

Section 5.1 - Intent and Purpose

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the Industry, to establish and maintain discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of

employment which will render justice to **all**.

The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between the parties, and to foster goodwill and friendly relations and better understanding between the parties.

ARTICLE 6 - ST

Section 6.1 - Right of Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint one **(1)** Steward for Highway drivers and one **(1)** Steward for City employees and, if the operations are such as cannot be covered by these Stewards, additional Stewards may be appointed.

Section 6.2 (a) - Pay for Processing Grievances During Working Hours

Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2 (b) - Pay for Processing Grievances After Working Hours

If the Company representative is unable to meet the Steward during the Steward's normal hours, the Steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2 (c) - Limitation in Payment of Steward

The provisions as outlined in Section 6.2 (b) are not subject to the daily call-in guarantee as outlined in Section 22.3 (c), Section 23.2 (m) or Section 23.2 (n) or the overtime provisions as outlined in Section 22.2 (e), Section 22.3 (a) or Section 23.2 (g). In no case shall payment to the Steward for time used in processing a grievance be extended beyond Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.2 (d) – Steward's Duties

Should the Company find that Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 6.3 - Names and Changes of Stewards

The Union will inform the Company in writing of the name of the Steward and any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

Section 6.4 - Suspension or Discharge of Steward

The Company will notify the Union by fax prior to 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.

Section 6.5 - Steward's Seniority for Work

For the purpose of layoff and the day-to-day allocation of work within his department, the Steward shall be established on the seniority list as the second man, but he shall not use the Steward's seniority for the purpose of vacation preference, job bids, extra highway trips as they apply to the City Department or shift changes. In a department where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

Section 6.6 – Trip Sheets and Time Cards

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant trip sheets, time cards and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within five (5) working days.

Section 6.7 – Steward's Training

The Company will allow each Steward one (1) day, once each year, to be absent for the purpose of shop Steward training with the Local Union. The Company will pay the daily guarantee for such day.

7 - GRIEVANCE PROCEDURE & APPEALS

Section 7.1 -What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration.

Section 7.2 - Grievance Procedure

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Section 7.2 (a) – Step 1 – Branch Manager or Designate

By a conference, between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare, Pension, O.H.I.P.

premiums or the monies accruing from the cost of living allowance, where such premiums, contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of Article 9. The grievor shall be accompanied by a Union Steward and if deemed necessary, by a Business Representative of the Union.

Section 7.2 (b) Step 2 – General Manager or Designate

Failing settlement at the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his designate within ten (10) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The General Manager or his designate shall render his decision in writing within ten (10) days from the date that the grievance was referred to him.

Section 7.2 (c) – Step 3 Arbitration

Failing settlement under the above steps, the matter will be referred to a Single Arbitrator who will meet with the parties to hear and determine the matter. Failing to agree on a Single Arbitrator, either party may request the Department of Labor to appoint a Single Arbitrator. It shall be the responsibility of the party desiring Arbitration to so inform the other party in writing within fourteen (14) calendar days of the completion of a Step 3 meeting.

The Arbitrator shall be required to hand down his decision following completion of the hearing and his decision shall be final and binding on the two parties to the dispute.

Section 7.3 - Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, but in no case more than thirty (30) days. Upon such notification, the parties will arrange a meeting under Section 7.2 (b)- Step 2 within fourteen (14) calendar days.

Section 7.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 7.2 (b).

Section 7.5 - Extension of Time limits

Where 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 shall be extended so as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.

All time limits as specified herein for the Grievance or Arbitration procedures may be extended, but only by mutual agreement confirmed in writing. Such agreement shall not be unreasonably withheld.

Section 7.6 - Powers of Arbitrator

The Arbitrator shall not have the right to alter or change any provisions in this Agreement, nor substitute any new provisions in this Agreement, nor substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before him.

Section 7.7 - Expenses of Arbitration

Each of the parties hereto will bear equally the fees and expenses of the Arbitrator.

Section 7.8 - Responsibility for Payment

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

Section 7.9 - Payment of Settled Monetary Grievance

All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

Section 7.10 – Right of Employee to be Accompanied by a Union Official

Any employee covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or Business Representative.

Section 7.11 - Right of Union When Grievances are Settled or Withdrawn

A grievance, once submitted in writing, shall not be withdrawn or settled when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

ARTICLE 8 - STRIKES, LOCKOUTS AND PICKET LINES

Section 8.1 - Strikes and Lockouts

During the term of this Agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.

Section 8.2 - Picket Lines

The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.

Section 8.3 – Right of Company

The Union recognizes the right of the Company to protect its business and the property of its customers.

Section 8.4- Notification of Picket Line

Each party, recognizing the rights of the other in this regard, agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interest of the Company, its employees or the Union.

Section 8.5 – Meeting to Deem Appropriate Action

In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 9 – SENIORITY

Section 9.1 – Terminal Seniority

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll except as outlined in Article 10.

Section 9.2 - Purpose of Seniority

The purpose of seniority is to provide a policy governing work preference, layoffs and recalls.

Section 9.2 (a) – Layoff

In the event of a layoff, the Company shall consider:

- 1) the seniority of the employees;
- 2) the qualifications of the employees; where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

Section 9.2 (b) – Test to Determine Qualifications

In all layoffs where the qualifications are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.

Section 9.2 (c) - Definition and Regulations for Layoff

A layoff for an employee shall be considered as two (2) consecutive days of no work within his department, at which time the employee will be notified if there are junior men working in any other departments. He may then exercise his seniority to bump the most junior man in the department of his choice and work on that shift to the end of that work week. He may then exercise his seniority to bump the most junior man in the department of his choice and work on that shift to the end of that work week. He may then exercise his seniority as to shift and starting time in that department at the commencement of the following week. After seven (7) days, an employee must exercise his seniority.

Section 9.2 (d) – Temporary Nature of Layoff

Such moves shall be considered temporary and lasting only until such time as the work force requirements for the foreseeable future are returned to normal.

Any employee who exercises his seniority as provided for in Section 9.2 (c), who subsequently returns to his original department may, during the remaining term of the annual job bid, be permitted to exercise his seniority after any further period of one (1) day of no work.

Section 9.2 (e) – Continued Loss of Work

If a continued loss of work days exists for such employee(s) through shortage of work within any department or in the case of a pending layoff, the Company or the Union may request a meeting to discuss alternate work for such employee(s).

Section 9.2 (9) – Retention of Terminal Seniority During Layoff

An employee who is forced to move under the preceding condition shall retain his terminal seniority for all purposes except that as long as there is available work he shall not interfere with bid runs or special operations within his new department.

Section 9.3 – Posting of Seniority List

A seniority list containing the name and starting date of employees will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for Stewards and Business Representatives. A seniority list containing name and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

Section 9.4 – Probationary Period/Regular Employee Status

Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for sixty (60) days worked, but in any event no more than ninety (90) calendar days in total, during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the sixtieth (60th) day worked or ninetieth (90th) calendar day, whichever comes first, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his Probationary period,

Section 9.5 - Retention of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of ninety (90) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This article may only be applied once during the term of this Agreement.

Section 9.6 – Reasons for Termination of Employment

An employee's employment shall be terminated for any of the following reasons:

- a) if an employee voluntarily quits;
- b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- c) if an employee is laid off and not recalled for a period extending beyond eighteen (18) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first;
- d) if an employee waives his recall rights and requests pay-out of his statutory severance pay;
- e) If he takes employment other than declared and agreed upon when applying for a leave of absence;
- f) If an employee is absent from work without securing an approved leave of absence for more than three (3) consecutive working days without reasonable explanation.

Section 9.7 – Leave of Absence Provisions

- a) When the requirements of the Company's service will permit any employee, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leave, the employee shall retain and accrue Seniority only.
- b) Such leave may be extended for an additional period of thirty (30) calendar days when approved by both the Company and the Union (in writing) and seniority will accrue during such extensions.
- c) An employee requesting a leave of absence for compassionate reasons and/or medical emergencies for immediate family will be given special consideration and may be required to substantiate the reason for such leave before returning to work. Any violation of this provision will be subject to disciplinary action

Section 9.8 – Provisions or Retention of Employee's Seniority During Sickness or Injury

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work. However, an employee off work as set out above shall not by virtue of his absence, retain seniority over a senior employee who has been laid off.

Section 9.9 – Political Office

Any employee who seeks or is elected to a full time municipal, provincial or federal government office shall be granted a leave of absence in accordance with the current statutory requirements.

ARTICLE 10 – COMPLETE OR PARTIAL CLOSURE OF TERMINAL(S) OR OPERATIONS AND ESTABLISHMENT OF NEW I I .S

Section 10.1 – Complete Closure

In the event of a complete closure of a terminal or other place of business where separate seniority is maintained and where the work is moved to another terminal or terminals under the scope of this Agreement, the Company will give the Union ~~sixty~~ (60) days written notice of such closure. During this sixty (60) day period, the Company will meet with the affected Unions to outline the reasons for the closure. Where a closure is effected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the terminal to which the work is being moved. Any employee who is laid off as a result of the complete closure will be given sixty (60) days notice of such layoff or pay in lieu thereof.

Where the closure of a terminal is effected and no work is being moved, employees who are terminated will be provided with two (2) weeks' notice or pay in lieu, plus severance pay in the amount of two (2) days' pay for each full year of service.

Section 10.2 – Procedure for Partial Closure

In the event of a partial closure of a terminal's highway, city or dock operations as a result of the work being moved to another terminal(s), and which results in the reduction of employees in the department so affected, the following will apply:

- a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the terminal from which the work is moved;
- b) failing agreement under Section 10.2 (a), employees in the department affected shall have first opportunity of moving with the work or exercising their seniority within their own terminal. If any of these employees elect to exercise their seniority and bump into other work within their own terminal, then the available vacancies at the terminals where the work is being moved to shall be posted for bid in accordance with their seniority, to those qualified employees in the terminal from where the work is being moved.
- c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- d) any employee who is laid off as a result of the partial closure will be given thirty (30) days notice of such layoff or pay in lieu thereof;
- e) any dispute arising under the above Sections shall be referred to Section 7.2 (c).

Section 10.3 – Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 10.1 or 10.2 will retain their seniority at the terminal from which they have moved and, in the event the work is moved back to the original terminal within twelve (12) months from the date of their original move, must return to their original terminal. If such work is moved back to the original terminal after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original terminal.

Section 10.4 – Dovetailing of Seniority for Employees Moving

Employees moving under the conditions of Section 10.1 or 10.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

Section 10.5 – New Terminal or Operation

In the event the Company establishes a new terminal or operation at a different location within a town or city in which the Company already has a terminal or operation, the Company and the Union will meet and establish procedures which will protect the seniority of employees at the original and new terminals. Such procedures will be reduced to writing.

ARTICLE 11 – MERGERS

Section 11.1 – Mergers

If the Company acquires by way of purchase or in any other manner the business or undertaking of any other Company and such operations are merged, the seniority of all employees of the purchased company will be end-tailed including those employees who are off work due to sickness injury or layoff. If the Company acquiring the business or undertaking does not require all the employees after the merger, layoff will commence at the bottom of the end-tailed seniority list, and such employees will remain on the seniority list for the purpose of recall subject to the recall provisions of Article 9. However, if the employees of the purchased company are Teamsters the employees will dovetail.

Section 11.2

If the Company is acquired by way of purchase or merger and such operations are merged the seniority of all active employees will be dovetailed including those employees who are off work due to sickness, injury or layoff.

Section 11.3

In the event that the preceding Sections in the opinion of either party fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by agreement between the successor company and the Local Union or Unions concerned. If mutual agreement is not reached, the conditions outlined in Section 11.1 and 11.2 will apply.

ARTICLE 12 – LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

Section 12.1 Leave of Absence for Employees to Work with the Teamsters Union

The Company agrees to grant to all present employees who are on leave of absence and all future employees of the Teamsters Union an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours' notice by the employee.

ARTICLE 13 - EQUIPMENT

Section 13.1 (a) - Vehicle Safety

It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety

appliances required by law.

Section 13.1 (b) – Duty of Employees to Report Defects

It shall be the duty of employees to perform full and proper pre- and post-trip inspections and report promptly in writing to the Company all defects in equipment.

Section 13.1 (c) - Duty of Company to Maintain Vehicles in a Safe Condition

It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's Regulations.

Section 13.1 (d) – Responsibility of Company to Maintain Vehicle

The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management.

Section 13.1 (e) - Right of Company to Determine Condition of Equipment

The determination in respect to the condition of equipment shall rest with the Manager, Fleet Services or otherwise a qualified mechanic or technician and will be reduced to writing.

Section 13.1 (9) - Right of Employees to Refuse Unsafe Equipment

It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 13.2 – Responsibility of Drivers for Damage While Pushing or Towing a Vehicle

Drivers will not be held responsible for damage while towing or pushing a vehicle if instructed to **do so** by Management.

Section 13.3 – Equipment On Power Units

It is agreed between the Union and the Company having regard for the driver's health factor, that all power units will have adequate heaters, windshield wipers and washers, and defrosters installed and kept in operating condition. All new equipment put into use as of date of ratification shall be equipped with all standard safety features as required under applicable legislation.

- a) All tractors equipped with ABS brake systems will not be required to have hand brake control valves.
- b) All Tractors purchased as of ratification are to be equipped with power steering.
- c) **All** new equipment put into use as of ratification shall be equipped with heated West Coast mirrors which will be maintained.
- d) All cabs will be weather-proofed.

Section 13.4 - Speedometers

The Company must keep speedometers in proper working order and reasonably accurate.

Section 13.5 – “Bad Order” Forms

It is agreed that “bad order” forms shall be supplied for the driver on which to report defects in equipment with sufficient copies **so** that one can be held available for the driver and **so** that the ~~file~~ of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A “bad order” form when made out by the driver will be signed by a representative of the Company. When a unit is “bad ordered” for reasons that make the vehicle unsafe for use, it will be tagged and the key removed and placed out of service accompanied by a “bad order” report. No driver or Company representative will remove the tag until the repair work is completed. A completed copy of the “bad order” form will be left in the vehicle in order to show the work has been completed.

Section 13.6 - Operation of Vehicles in Excess of Legal Load Limits

The Company shall not compel any driver to operate a vehicle in excess of the legal load limits.

Section 13.7 - Braking Systems

All power equipment and vehicle combinations shall have adequate braking systems.

Section 13.8

Effective upon ratification all new types of equipment **will** be supplied with retractable seat belts if available from the manufacturers.

Section 13.9

The Company will allow all drivers to have AM/FM radios in their trucks.

ARTICLE 14 - MEDICAL EXAMINATIONS

Section 14.1 – Provisions for Medicals

The Company agrees to reimburse an employee up to one hundred and eight dollars **(\$108.00)** towards medical fees charged by a reputable medical clinic and/or doctor for required driving license medical examinations for those employees required by the Company to maintain drivers' licenses to perform their duties. Should an employee elect to have his driving license medical examination performed at a fee in excess of this amount, such excess fee will be the responsibility of the employee.

Section 14.2 - Medicals

When medical examination is required by the Company, the following conditions shall apply:

Section 14.2 (a) - Payment for Medicals Taken During Working Hours

If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination

and one (1) days notice will be given to the employee. No notice will be given for random drug and alcohol tests applied to U.S. qualified legislation.

Section 14.2 (b) - Payment for Medicals Taken After Working Hours

When a medical examination is requested by the Company and **is** to be taken after working hours, the employee shall be paid two **(2)** hours' pay at his regular straight time hourly rate and shall, in such cases, receive at least three (3) days' notice prior to the appointment with the doctor.

The Company shall not pay for the time involved if the employee is, at the time, on W.S.I.B. or the Health & Welfare Benefit Plan.

Section 14.2 (c) - Report of Medicals

A report of the examination will be made available to the employee through the doctor designated by the employer.

Section 14.2 (d) - Medicals on Saturday

No employee shall be requested to take a medical examination on a Saturday unless the employee **so** requests and does **so** voluntarily.

Section 14.2 (e) - Away from Home Medicals

In the event the Company elects to have the employee examined in another city which is not adjacent to his home community, he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

Section 14.2 (f) - Medical Requirements for Drivers

Medical requirements applied by the Company shall include those applied by the Department of Transport as it relates to driver's licenses.

In the event that a driver loses his driver's license as a result of the medical requirements applied by the Department of Transport, then he shall retain his terminal seniority for work preference and layoff, and may bump into whatever department his seniority and qualifications entitle him to.

Section 14.2 (g) - Payment for Lost Time

Any employee, cleared to return to work by his doctor and the Company doctor, who has had to wait for the examination by the Company doctor, shall be paid for all lost time to which he would be entitled.

ARTICLE 15 - UNIFORMS

Section 15.1 - Uniforms as a Condition of Employment

The Company agrees that if an employee is required to wear any kind of uniform as a condition

of his continued employment, such uniform shall be furnished by the Company, free of charge, at the standard required by the Company

Section 15.2 – Pooling Arrangements for Uniforms

It is further provided that voluntary pooling arrangements for the purchase of or rental of uniforms shall not come within the scope of this Agreement.

ARTICLE 16 - EXTRA CONTRACT AGREEMENTS

Section 16.1 - Extra Contract Agreements

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

ARTICLE 17 - NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK

Section 17.1 - Establishment of Rates for New Types of Equipment or New Categories of Work

When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

Section 17.2 – Protection of Earnings Through Introduction of Double Driver or Sleeper Cab Operations

No Highway driver will suffer any reduction in his weekly earnings as a result of the introduction of double driver or sleeper cab operations.

ARTICLE 18 – BULLETIN BOARDS

Section 18.1 – Bulletin Board

The Company shall supply a Bulletin Board for Union postings. At the Toronto terminal, the board will be glass-enclosed and lockable, and Union Stewards and Business Representatives will hold the key(s).

ARTICLE 19 - LOSS OR DAMAGE TO CARGO OR EQUIPMENT

Section 19.1 - Loss or Damage to Cargo or Equipment

Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.

ARTICLE 20 - GENERAL HOLIDAYS

Section 20.01 – General Holidays

The following General Holidays will be observed in each year of the collective agreement.

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

One Floating Holiday: effective February 1, 2006

Section 20.2 – Alternate Day

When one of the observed General Holidays falls on a Saturday or a Sunday, the day will be observed on either the following Monday or preceding Friday based on the requirements and needs of the local customers.

Section 20.3 – Pay for General Holidays

All regular employees shall be paid one-day's pay at their appropriate hourly rate for the above-mentioned Holidays providing:

- a) they have been in the employ of the Company thirty (30) calendar days;
- b) they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday;
- d) the employee is not on an approved leave of absence for any reason whatsoever, at the time of the General Holiday.

Senior employees shall be given the first opportunity to qualify for any work required within their Department on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

Should the holiday fall on an employee's scheduled day off, the employee shall receive his General Holiday pay for that day.

Section 20.4 – General Holidays for Day Shift Employees

General Holidays for day shift operations shall be the day proclaimed. Personnel required to work on the General Holiday shall be paid at the appropriate overtime rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.

Section 20.5 – General Holidays for Night Shift Employees

For all General Holidays, all night shift employees will enjoy a minimum of thirty-six (36) clear hours off duty from the completion of his shift to the start of his following shift.

The current practice of night shift getting Sunday off when Monday is a General Holiday will be maintained.

Section 20.6 – General Holidays during Annual Vacation

When General Holidays, as listed, falls within an employee's annual vacation it shall be paid in addition to the employee's annual vacation pay.

The employee will have the option of:

- a) receiving the day immediately preceding or immediately following his vacation period or;
- b) receive a day off without pay in lieu of such General Holiday; such day off without pay in lieu of a General Holiday will be by mutual agreement between the Company and the employee.

Section 20.7 – Dispatches on Christmas & New Year's Eve

- a) Dispatches must be arranged so the Highway drivers will be back in their home terminal and off duty at 12:00 p.m. (noon) on December 23 and at 3:00 p.m. on December 30. However, this does not preclude the Company, in case of emergency, to move a load if a driver, in line with his seniority, is willing to accept a dispatch which will bring him back to his home terminal after 12:00 p.m. or 3:00 p.m. as mentioned above.
- b) For all General Holidays, the Highway driver is entitled to thirty-six (36) clear hours off duty from the completion of his shift on the eve or the day of such General Holiday. For each Sunday or subsequent General Holiday for which a thirty-six (36) hour period was given, a further twenty-four (24) hour period off duty will be added. It is understood that the Company will pay Highway drivers at the appropriate overtime rate for all hours worked within these above mentioned thirty-six (36) and twenty-four (24) hour periods.

ARTICLE 21 – VACATIONS

Section 21.1 – Anniversary dates

Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.

- i. Employees commencing employment with the Company between the dates of January 1, and June 30, will have January 1 in the year in which employment commenced as their Anniversary Date for accumulating calendar years of service for vacation entitlement purposes only.
- ii. Employees commencing employment with the Company between the dates of July 1 and December 31, will have January 1 in the year following commencement of employment for their Anniversary Date for accumulating calendar years of service for vacation entitlement purposes only.

Section 21.2 – Vacation entitlement

All employees shall receive:

In the first year of employment, employees will be credited with one (1) day of service for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four per cent **(4%)** of the wages paid that employee in the portion of the year worked.

Two (2) weeks' vacation with pay after the completion of each calendar year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four per cent **(4%)** of the wages paid that employee during the year in which he qualifies for such vacation, or

Who have completed three (3) calendar years of continuous service with the Company shall receive in the next succeeding calendar year of employment and each year thereafter, three (3) weeks vacation with pay in the amount of six per cent (6%) of the wages paid that employee during the year in which he qualifies for such vacation, or

Who have completed nine **(9)** calendar years of continuous service with the Company shall receive in the next succeeding calendar year of employment and each year thereafter, four **(4)** weeks vacation with pay in an amount equal to eight per cent **(8%)** of the wages paid that employee during the year in which he qualifies for such vacation, or

Who have completed fifteen **(15)** calendar years of continuous service with the Company shall receive in the next succeeding calendar year and each year thereafter, five (5) weeks vacation with pay in an amount equal to ten percent **(10%)** of the wages paid that employee during the year in which he qualifies for such vacation, or

Who have completed twenty-one (21) calendar years of continuous service with the Company shall receive in the next succeeding calendar year and each year thereafter, six **(6)** weeks vacation with pay in an amount equal to twelve percent **(12%)** of the wages paid that employee during the year in which he qualifies for such vacation.

Section 21.3 – Vacation Booking

- a. The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees in accordance with Article 21.3 (b) below. Senior employees shall not unreasonably hold off booking their vacation in order that less senior employees have the opportunity to plan and book vacations in this time frame. The Company shall post the final vacation schedule by April 1st, and it shall remain posted for the balance of the year.
- b. Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before February 28. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion, with the following exception:
- c. An employee subject to the condition listed in Article 21.4 below, may take a vacation period not previously requested on the above January 2 vacation list, provided a written request is made to his Supervisor, with a minimum of three (3) weeks notice prior to the

commencement of his desired vacation period.

Section 21.4 – Vacation Allotment

The Company will use the following formula for determination of the number of employees allowed on vacation at any one time at each Company Terminal location:

Twenty percent (20%) in each classification to the nearest employee, up or down with a minimum of one (1) employee in each classification and a maximum of eleven (11) employees in each classification.

The following classifications will be recognized as separate groups for determining allocation of vacation:

- I. Dock Workers
- II. Pick-up and Delivery Drivers
- III. Parcel Drivers
- IV. Highway Drivers

The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1 of each year.

Section 21.6 – Filling Temporary Vacation Vacancies

For the purpose of filling temporary vacancies during vacation periods the Company shall maintain a list on which the employees desiring to fill such vacancies within their Department can place their names. Qualified employees on such list have the right of refusal of such vacancies in seniority order.

Section 21.7 – Vacation Pay for Employees Terminating Employment

Employees who sever or have severed their employment **shall** receive at the date of the severance or as soon as reasonably possible thereafter, their accrued vacation pay.

Section 21.8 – Vacation Pay for Regular Employees Working a Portion of the Year

- a.) For employees who are absent from work during the year due to sickness, or Workers' Compensation, the following conditions will apply:
 - i.) he shall be entitled to his regular vacation entitlement as described in Section 21.2;
 - ii.) he shall be entitled to a prorated vacation pay computed on the same percentage of wages under his entitlement based on accrued earnings during the portion of the year worked;
 - iii.) he shall be credited with service to determine future vacations;
 - iv.) he shall not be compelled to take full vacation. He may take vacation time to match his vacation pay accrual. This shall be at the employee's discretion.

- b.) An employee laid off or leaving the Company shall be entitled to a prorated vacation pay computed on the same percentage of wages under his entitlement based on accrued earnings during the portion of the year worked.
- c.) Employees on extended leave of absence exceeding one (1) year shall not be credited with a year of service for determining future vacations with the exception of employees on leave with the Teamsters.

Section 21.9 – Vacation Qualifications

- a. A Calendar Year shall be the period between January 1 and December 31.
- b. Once vacation periods are established, the time shall not be changed except where mutually agreed between the employee and the Company.
- c. Vacation period to start on completion of employee's normal work week and end on the first day of his normal work week on the completion of his vacation.
- d. Employees while on vacation cannot be called-in to work.
- e. It shall be compulsory for all employees to take their vacations during the period from January 1st to December 31st except as covered in 21.8 (a).

Section 21.10 – Separate Cheque for Vacation Pay

All monies paid for vacation shall be paid by direct deposit on regular pay days.

ARTICLE 22 – ALLOCATION AND HOURS OF WORK, CITY DRIVING DEPARTMENT AND DOCK DEPARTMENT

Section 22.1– Allocation of Work

The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications and where qualifications are relatively equal, seniority shall be the determining factor.

When drivers are required to assist with the unloading or loading either at the start or end of their shift, they will receive their driver's rate of pay.

Section 22.2 (a) – Special Operations or Bid Runs within the City Department

Employees shall be allowed to bid and qualify for runs designated as peddle runs or special operations, in conjunction with the annual departmental job bid. Upon written request from the Local Unions the conditions governing such peddle runs or special operations will be reduced to writing and will not be inconsistent with the terms and conditions of this Agreement.

Section 22.2 (b) Bidding on Starting Times and/or Shifts

In conjunction with the annual inter-departmental job bid, seniority shall prevail as to starting times and/or shifts as set out by the Company.

Section 22.2 (b) (i)

In the event the Company improperly starts a junior employee on a shift ahead of a senior employee, the Company shall compensate the senior employee an amount of money equal to the difference between the two **(2)** starting times which shall be at the regular rate providing the employee works the assigned shift.

Section 22.2 (c) – Preference for First Five (5) Days

Senior personnel shall have the preference to work on the first five **(5)** consecutive days of the week to the extent that it is consistent with the following conditions:

- 1) the work week may commence on Sunday;
- 2) all work performed after 8:00 a.m. Saturday and prior to 8:00 p.m. on Sunday shall be paid at one-and-one-half ($1\frac{1}{2}$) times the regular rate of pay.

Section 22.2 (d) – Extra Highway Trips

Where the Company has extra highway trips, such trips shall be allocated to qualified City drivers in the following manner, providing he is willing to perform the work:

- 1) to the senior available driver on duty; however, no such driver will be considered available for highway trips which would entail a complete shift totaling over ten (10) hours;
- 2) where a city driver has commenced his work day in the city and is assigned an extra highway trip from which he returns within his normal working day, he may elect to go home providing he has earned the equivalent of eight **(8)** hours' pay. If he continues to work he will be paid time-and-one-half (1½) the regular hourly rate of pay after he has completed a total of eight **(8)** hours on duty;
- 3) where no one is available under paragraph (1) or in the event additional personnel are required, off duty drivers shall be called in order of seniority;
- 4) no city driver who has completed eight **(8)** hours on duty and has been released from duty shall be eligible for extra highway trips until he has been off duty for ten (10) hours.

Section 22.2 (e) – Overtime Pay

Overtime pay will be paid as follows, at time-and-one-half (1 1/2) and two (2) times the employee's regular hourly rate unless otherwise specified:

- i.) Dock - Any hours worked in excess of eight **(8)** hours per day, or forty (40) hours per week.
- ii.) City P & D - Any hours worked in excess of eight **(8)** hours per day, or forty (40) hours per week.
- iii.) City Parcel Express - Any hours worked in excess of ten (10) hours per day, or fifty (50) hours per week.

- iv) Special Operations as designated and bid under the conditions covered in 22.2 (a) - Any hours worked in excess of ten (10) hours per day or fifty (50) hours per week.
- v) Special Operations as designated and bid under the conditions covered in 22.2 (a) - Any hours worked in excess of twelve (12) hours per day, or forty-eight (48) hours per week will be paid at two times the employee's regular hourly rate.

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holiday in accordance with Section 20.3.

All time paid for employees called-in on a General Holiday shall be paid at the appropriate overtime rate of pay, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 22.2 (f) – Coffee Breaks

All hourly rate employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half of shift.

When an employee is specifically requested to work overtime, he will be given a coffee break not to exceed fifteen (15) minutes without loss of pay before such overtime commences, and every two (2) hours thereafter. This provision does not apply to City Pick-up and Delivery drivers who are returning to the Company terminal after completing their regular tour of duty, even though they may be returning under overtime conditions.

Section 22.2 (g) – Regular Shifts

The Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours' posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of his previous shift. All hours worked by an employee prior to his regular starting time will be paid for at the rate of time-and-one-half (1 ½) the regular rate of pay.

Section 22.2 (g) (i) – Notice of Layoff

All employees will be notified by the end of their shift if they are not required to work their following shift(s) or they will receive eight (8) hours' pay in lieu thereof.

Section 22.2 (h) – Lunch Hour

Employees shall not take more than a half-hour (12) for meals and the meal period shall be between the fourth (4th) and sixth (6th) hours. Employees wishing to work through their meal break may do so, provided they have prior approval from the Company.

Section 22.3 (a) Normal Work Day - Week

For all Regular full-time employees in the City operation, unless otherwise provided, the normal work day and week will consist of:

- i.) Dock - the regular work day for regular full-time employees shall consist of eight (8) consecutive hours of work not including the meal period. The regular work week shall consist of five (5) eight (8) hour days, Monday through Saturday.
- ii.) City P & D - the regular work day for regular full-time employees shall consist of eight (8) consecutive hours of work not including the meal period. The regular work week shall consist of five (5) eight (8)-hour days, Monday through Saturday.
- iii.) City Parcel Express - the regular work day for regular full-time employees shall consist of ten (10) consecutive hours of work not including the meal period. The regular work week shall consist of five (5) ten (10)-hour days, Monday through Friday.

Each regular employee as defined in (i), (ii) and (iii) above shall receive two (2) consecutive days off.

- iv.) Special Operations as designated and bid under the conditions covered in 22.2 (a) - the Company will be allowed to post bids in the City operation based on the following:

Regular work day of ten (10) consecutive hours of work not including the meal period. The regular work week shall consist of five (5) ten (10)-hour days, Monday through Friday. These bids will not exceed thirty-one per centum (31%) of total Company drivers within the City operation without mutual agreement of the Union.

Regular work day for twelve (12) consecutive hours of work not including the meal period. The regular work week shall consist of four (4) twelve (12)-hour days, Monday through Friday. These bids will not exceed twenty-nine per centum (29%) of total Company drivers within the City operation without mutual agreement of the Union.

Employees working the 4/12 bids will have Saturday and Sunday as regular days off, plus one additional rotating day per current practice.

It is mutually agreed that these bids will be posted on a voluntary basis and that no employee will be compelled to bid.

Special bids may be put in place which amend the hours as defined above. Conditions must be negotiated and mutually agreed between the Company and the Union.

- v.) Should the Company establish a Tuesday to Saturday shift, all employees will be eligible to bid. All employees hired after the date of ratification will be paid at the regular rate of pay. No regular employee hired prior to ratification will be compelled to work this shift. Should he voluntarily bid the Tuesday to Saturday shift, he shall be paid at the regular rate of pay and he will be exempt from 22.2(c). However, all hours worked Sunday and Monday will be paid at time-and-one-half (1½).

Section 22.3 (b) Allocation of Shift Overtime Work

Where the Company has shift overtime, call-out or call-back work to be performed, such work shall be allocated to qualified personnel within the applicable department in the following manner:

- i.) Shift overtime shall be allocated to the senior available employee on duty who is willing to perform the required work; however, upon reaching the bottom of the list the junior

employee shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior man whose shift ends at the time the overtime commences.

- 2) No employees shall be required to work overtime in excess of five (5) hours per week, provided he so advises his immediate supervisor at the start of his straight-time shift.
- 3) When no one is available under (1) or in the event additional employees are required, overtime will be offered on the basis of seniority to employees on the next available shift who are willing to perform the work;
- 4) When no one is available under (1) or (3), or in the event additional personnel are required, off duty employees will be called in order of seniority provided they are willing to perform the work.

On a regular shift which ends on Saturday, the hours of shift overtime which may be made available to employees under (1) shall not exceed four (4) hours of overtime times the number of employees on such shift who accept such overtime when asked. There shall be no cause for a Saturday call-in grievance if the shift overtime of any one (1) employee exceeds four (4) hours, provided the overall limitation is not exceeded.

Section 22.3 (c) – Call-in Guarantee

Employees covered by this Agreement called-in for work shall be guaranteed not less than the hours of their regular scheduled shift. On Saturday the guarantee shall be four (4) hours at time-and-one-half (1½) the regular rate.

Section 22.3 (d) – Call-Back Guarantee

All call-backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at the rate of time-and-one-half (1½) the employees' regular rate of pay. There shall be a minimum call-back guarantee of four (4) hours' pay at time-and-one-half (1½) the regular rate.

A call-back will be defined as any call to work that is not in concert with Section 22.2 (g) or Section 30.1 and does not include those employees whose shifts are changed as agreed to Article 30.

Section 22.3 (e) – Allocation of Saturday Work

On Saturday operations, the Company shall assign the work available to employees in accordance with their departmental seniority, giving preference according to seniority and qualifications.

Section 22.3 (f) – Trailer/Train Combination

Where difficult or unusual circumstances exist whereby an employee is unable to make-up or break-up a trailer-train combination without assistance, the Company will provide him with the necessary help.

ARTICLE 23 – ALLOCATION AND HOURS OF WORK – HIGHWAY OPERATIONS

Highway Definitions:

Highway Bid Run Drivers – **A** Highway driver operating on a bid run.

Regular Highway Drivers – **A** driver who bids on the highway at the job bid and works regularly on the highway.

It is agreed that highway bid run drivers, regular Highway drivers and City drivers will come under the Rules and Regulations of Highway operations when operating within the Highway Department.

Bid Run Operations – At a terminal where bid runs may be set up or where there are special operations, it is agreed that the Company and the Local Union or Unions involved will meet to establish rules, in writing, governing the operation of such bid runs and/or special operations.

Section 23.1 – Bid Run Rules

Bid Runs will only be established by agreement with the Local Union or Unions involved and in accordance with the Rules set forth below.

Bid Run Operations – At a terminal where bid runs may be set up or where there are special operations, it is agreed that the Company and the Local Union or Unions involved will meet to establish rules in writing which must be signed by an official of the Local Union governing the operation of such bid runs and/or special operations. Rules governing such bid runs or special operations will be reduced to writing and become part of the bid.

- a) A Bid Run shall have a regular starting time established unless otherwise mutually agreed upon.
- b) Bid runs shall have permanent points or areas established on the bid and the drivers will not be dispatched to points or areas other than those points or areas established by the bid.
- c) If for any reason the Bid Run does not materialize, the Bid Run driver shall exercise his seniority on the regular Highway operations. The Bid Run driver will continue to operate on regular Highway operations for that week or until the bid run driver arrives back in his home terminal and has had enough time off duty to enable him to go back on his Bid Run.

Section 23.2 – Regular Highway Dispatch

Highway driver will be assigned the best paying dispatches which are available when they are called to report for duty. However, should the Highway driver elect to decline the best paying dispatch, they will be given preference on all other loads available.

Should other loads materialize and be available for dispatch between the time a driver is called for duty and the time he reports for dispatch, the driver will be advised and may exercise his seniority on such loads.

Loads will not be held for the purpose of depriving a Highway driver of his seniority.

In the event the Company improperly dispatches a Highway driver on a trip ahead of a senior driver, an amount of money equal to the difference between the two (2) starting times at the regular hourly

rate or the difference in the trip involved, whichever is the greater, will be paid to the senior driver.

The Company shall assign drivers to Highway trips in accordance with the following conditions:

Section 23.2 (a)

Seniority of the employees in the Highway operations at the home terminal.

Section 23.2 (b)

Hours off regulations and hours of work limitations as spelled out in this Article.

Section 23.2 (c)

Highway drivers will be given preference at time of dispatch on loads in line with their seniority regardless of the power equipment required to move the load.

Section 23.2 (d)

Employees on Highway operations off duty at their home terminal will not be called for work until they have been *off duty* ten (10) hours. They will be allowed ~~two~~ **(2)** hours without pay to report for work. Each driver upon being contacted by the Company shall be advised of his starting time.

Section 23.2 (e)

If a Highway driver is not dispatched after reporting for work as advised, he shall be paid for all time held at the regular rates of pay.

Section 23.2 (f)

Except as provided in Section 23.2 (h), senior personnel shall have the preference of work on the first five **(5)** days of the week and the work week may commence on Sunday.

Section 23.2 (g) – Overtime Pay

A Highway driver shall be paid at one-and-one-half (1½) times his regular hourly rate of pay for all hours worked at the hourly rate in excess of eight-and-one-half (**8 1/2**) hours per day ~~or~~ forty-two-and-one-half (**42 1/2**) hours per week.

When General Holidays occur within the schedule work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays in accordance with Section 20.3. ~~All~~ time paid for employees called-in on a General Holiday shall be paid at the appropriate overtime rate of pay but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 23.2 (g) (i) – Work on Docks

If a Highway driver performs hourly-rated work, he shall be allowed a fifteen **(15)** minute coffee break during the first four **(4)** hours of hourly-rated work and a second fifteen (15) minute coffee break during the second four **(4)** hours ~~of~~ hourly-rated work.

Section 23.2 (h) – Hourly Limitations

At their home terminals, Highway drivers shall have the right to decline further work when they have accumulated a total of forty-five **(45)** hours in any week. No driver will be dispatched from his home terminal when he has accumulated 2,200 miles in a week. When a driver at a foreign terminal has reached 2,200 miles in a week, he must be dispatched on a trip directly en route to his home terminal.

Any General holiday that falls within the scheduled work week shall reduce the number of hours worked for the purpose of booking off by eight (8) hours for each General Holiday.

Section 23.2 (i) – Sixth (6th) Shift Operations

When all employees in the Highway Department have worked five **(5)** shifts, senior employees will be given the first opportunity to work on sixth (6th) shift operations. In the event the work is declined, the company reserves the right to allocate the work in reverse order of seniority. Highway drivers shall not be compelled to accept a sixth (6th) shift dispatch which entails a layover. In the event a man is dispatched on a turn on the sixth (6th) shift and the return load does not materialize, the man shall be paid for all time held. It is the Company's responsibility to return the man to his home terminal. For the purpose of applying this section, a paid General Holiday shall be considered as a shift worked.

Section 23.2 (j) – City Pick-Up and Delivery Operations

In order to accommodate enroute customers, a highway driver will be allowed to handle two (2) pick-ups and ~~two~~ (2) deliveries in their radius established by mutual agreement between the Company and the Local Union involved, and reduced to writing and signed by the parties.

Section 23.2 (k) – Sunday Dispatch

The known Sunday night dispatch will be made available at least twenty-four **(24)** hours prior to the time of dispatch.

No driver will be compelled to accept a dispatch on Sunday night unless he receives twenty-four **(24)** hours' notice and, except in an emergency, ~~no~~ driver will be dispatched before 6:00 p.m. Sunday night.

Drivers wishing to book off Sunday night must request permission do ~~so~~ no later than on the preceding Saturday noon.

Section 23.2 (l) – Call-in Guarantee

Employees who are on the Highway Department seniority list and who are called-in for duty shall receive eight-and-one-half (8 1/2) hours' work within that department or the equivalent of eight-and-one-half (8 1/2) hours' regular hourly rate.

Section 23.2 (m) – City Drivers Call In

City drivers who are called-in off shift for extra highway trips shall receive either eight-and-one-half **(8 1/2)** hours' work within the Highway Department or the equivalent of eight-and-one-half (8 1/2) hours' pay at their regular hourly rate, except on Saturday where the guarantee shall be four **(4)** hours.

Section 23.2 (n) – Turnaround Runs

Home terminal drivers will be given preference on turnaround runs over foreign terminal drivers on layover.

Section 23.2 (o) – Deadheading

Employees required to deadhead shall be paid the prevailing rate equal to the driver. This shall include breakdowns and all delays, etc. Drivers will not deadhead in vehicles which are not equipped with passenger seats.

Section 23.2 (p) – Preparation of Equipment– Mileage-Based Drivers

When the Company requires a Highway driver (paid on a mileage basis for drivers) to make the initial hook-up of the equipment and/or final unhooking and storing of the equipment, such driver shall be paid at his appropriate hourly rate for all time spent performing these duties.

Where it is required by the Company, it shall be the responsibility of the driver to check oil, gas, tires, windshield washer containers and water. He may also be required to check lights, tie tarpaulins and complete log sheets, and such drivers shall be paid at their appropriate hourly rate for all time spent performing such duties. Any defects in same shall be immediately reported to the proper authorities.

At intermediate points where a Highway driver is required to switch equipment or break trailer trains, he shall be paid one-quarter (1/4) hour at his hourly rate for each individual drop and each individual pick-up of equipment. Equipment shall mean and include trailers, pay-loaders and dollies and each shall be considered as individual drops or pick-ups.

Where an employee is unable to make-up or break-up a trailer-train combination without assistance, the Company will provide him with the necessary help.

Section 23.2 (q) – Slip Seat Operations

A minimum of fifteen (15) minutes will be paid to Highway drivers, paid on a mileage basis on slip seat operations for waiting time and all duties performed in completing this function.

Section 23.2 (r) - Time Payment

All time payments of Highway drivers shall include way-freighting, terminal delays, breakdowns, completing of log forms tachometer cards or other unavoidable delays and shall be calculated at the prevailing wage rate of the driver's home terminal. It is agreed that a driver, while performing work where a higher scale prevails, shall receive the prevailing driver's scale while performing work in that area. Any claim for pay must be accounted for by the Highway driver on a form provided and approved by the Company's representative in charge. In the event of breakdowns or other allegedly unavoidable delays such as major snow storms occurring in areas without supervision, the Company may, at its discretion, require drivers to sign a statutory declaration 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.

Section 23.2 (s) – Delays Due to Snow and/or Ice Conditions

- 1)** In any one (1) tour of duty, where there is a total of three (3) hours or less of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays as a delay pursuant to Sections 23.2 (r).
- 2)** In any one (1) tour of duty, where there is a total of more than three (3) hours of delay at the hourly rate due to snow and/or ice conditions, the Company shall pay for all such delays at straight time for all hours involved regardless of when they occur.

Such hours of delay, although paid for at straight time, shall be used in determining total time for the purposes of calculating overtime pursuant to Section 23.2 (g).

Section 23.2 (t) – Accommodations

The Company agrees to provide and maintain, and pay for where necessary, clean, sanitary and adequate sleeping accommodations for all Highway drivers who are required to sleep away from home.

Section 23.2 (u) - Transportation

Transportation for laid over Highway drivers will be supplied by the Company in a Company vehicle or by adequate public transportation to and from sleeping accommodations and restaurant facilities over one-half (1/2) mile from the Company terminal. Transportation will be supplied under one-half (1/2) mile in inclement weather.

For the purpose of determining the definition of “adequate”, drivers will not be required to wait more than fifteen (15) minutes for public transportation nor will they be required to walk more than one-half (1/2) mile from the terminal to the place of public transportation or from the place of public transportation to the place of their sleeping quarters or a combination of both.

Section 23.2 (v) – Meal Allowance

Drivers who are required to layover and sleep away from home will receive a total of thirty dollars (\$30.00) per sleep meal allowance.

Section 23.2 (w) – Transportation in Cases of Discharge or Suspension

A Highway driver suspended or discharged away from his home terminal shall receive transportation to his home terminal within a period of ten (10) hours from the time of discharge provided he is available.

Section 23.2 (x) - Transfer

Drivers, moving to the Highway Department between annual job bids, shall be placed at the bottom of the Highway seniority list for work preference and terminal seniority will not apply until the next annual job bid. However, terminal seniority shall be used in the event of a layoff or a reduction of the Highway workforce.

Section 23.2 (y) – Replacement Highway Drivers

If Highway drivers are off work for any reasons, (i.e. sickness, holidays, etc.) and they are replaced on a temporary basis by senior qualified City drivers, the replacement City drivers will not be required to take a layoff prior to returning to the City Department.

Section 23.2 (z) – Inter-Provincial Drivers

Where an inter-provincial driver is dispatched into Ontario, he will be allowed one (1) layover. Following such layover the driver will be permitted one (1) initial dispatch and then must be dispatched en route to his home province.

Quebec drivers will be paid the wage rates provided for in this Agreement for work in Ontario, except for those Quebec Highway drivers on switch operations.

Such operations will be conducted in accordance with the Letter of Understanding completed together with this Agreement.

Letter of Understanding re Quebec Drivers

Pursuant to the interpretation of the last paragraph of Section 23.2 (z) concerning payment of Quebec drivers for work performed in Ontario, the following is understood by the parties;

- a) In the event a grievance is filed concerning this matter, the Union shall have access to information in accordance with Section 6.6
- b) Switch operations as referred to in Section 23.2 (z) shall mean switches where miles between Quebec and Ontario are relatively equal.
- c) In the event of a violation in this Agreement, the difference in wages between Ontario wages and Quebec wages for work performed in Ontario shall be remitted to the appropriate Charity of the Union's choice.

FOREIGN TERMINAL DISPATCH

Section 23.3 (a) – Layover

Highway drivers required to layover at a foreign terminal shall not be dispatched until they have been off duty for eight (8) hours.

Section 23.3 (b) – Reporting for Work

Such highway drivers shall be allowed one (1) hour without pay to report for work except where the location of their sleeping quarters makes it necessary to take longer but at no time to exceed two (2) hours.

Section 23.3 (c) – Hold Over Pay

If a driver is held over twelve (12) hours, he shall be paid for all time held over the twelve (12) hours up to a maximum of ten (10) hours in the first twenty-two (22) hour period from the time the run ends. The same principle shall apply in each succeeding twenty-two (22) hours. If he is required to perform hourly rated work during the hold over period, he shall be paid his regular hourly rate of pay for such work and this pay shall be in addition to the pay he receives for all time held.

Section 23.3 (d) – Sunday, General Holiday Meal Allowance

On Sundays and General Holidays lodgings shall be allowed in addition and in accordance with the terms set out herein and the driver shall receive a meal allowance of thirty dollars (\$30.00) for each day held.

Section 23.3 (e) – Dispatch Rules

Drivers who have been laid over in foreign terminals shall be dispatched in accordance with the following rules:

- 1) drivers who are available for duty will be given preference on return dispatches to their home terminals;
- 2) when ~~two~~ (2) or more drivers from the same home terminal are available for duty, they will be dispatched in accordance with their highway seniority;
- 3) when ~~two~~ (2) or more drivers from different home terminals are in a foreign terminal and available for duty, they will be dispatched in accordance with their highway seniority.

Section 23.3 (f) – Drivers Not Laid Over

For drivers who have not been laid over and are available for dispatch, Section 23.3 (e), paragraphs (1), (2) and (3) will apply.

Section 23.3 (g) – Priority to Terminal Drivers

Where there are bid runs out of a terminal, foreign terminal drivers may be held until bid run drivers have been dispatched, provided there are sufficient loads available.

Section 23.3 (h) – No Layovers – Sundays & General Holidays

No driver will be held over away from his home terminal on a General Holiday or on a Sunday unless by mutual consent.

Section 23.4 – Rules and Regulations for Highway Operations

Having regard for the differing operational conditions that may exist from one area to another, the Company and the Union or Unions may institute Rules and Regulations that are mutually agreed upon. Such Rules and Regulations must be reduced to writing and signed by the parties. In the event of any dispute concerning such agreed upon Rules and Regulations, either party to this Agreement reserves the right to rely on the terms of this Agreement which shall govern.

Section 23.5 – Casual Drivers

No casual employees will be dispatched on Highway operations unless the Company has exhausted all other employees, highway, city, and dock , in this order, who are qualified and available.

- a) No casual employee will be used to replace a regular dock employee at any Company terminal.

- b) Casual drivers may only be dispatched on Highway operations during the period between 12.01 a.m. Friday to 12.01 p.m. Sunday.

Casual drivers used to supplement the Highway operations will not enjoy preference over regular employees on Highway operations for any dispatch except a dispatch to their point of origin. A casual driver will not enjoy preference for such return dispatches over a regular employee from the same point of origin.

Where practical on Friday nights, loads which can be reasonably held will not be dispatched, but will be held for regular employees available up to 10:00 a.m. Saturday, who have signed the Saturday work sheet.

The Company will remit Union dues per Section 29.10 of the Collective Agreement.

ARTICLE 24 – ANNUAL JOB BIDS

Section 24.1 – Annual Job Bid

It is agreed between the Company and the Union that once each year all employees in the Highway, City and Dock, Parcel and Pick Up and Delivery Departments may bid to transfer to other departments within their own terminal, providing they have the necessary qualifications and seniority.

Section 24.2 – Posting and Transfers

The Annual Job Bid shall be held annually in the month of March and will be posted for seven (7) days commencing on the first Monday of that month. The bid will show the number of departmental openings, shift starting times, special operations and highway bid runs. **Each** employee will be brought into the office in order of seniority to sign the bid, at which time he must sign the bid and indicate his preference. The transfer of employees will be effected commencing on the first Sunday of the month of April. The results of the Annual Job Bid will be posted at least seven (7) days prior to the annual change and the Local Union's area office concerned will be given copies when completed. The appropriate Shop Steward will have the authority to sign on behalf of any employee who is absent at the time of the Annual Job Bid due to sickness, injury leave of absence or vacation.

Section 24.3 – Qualifications for Transfer

Employees will only be transferred if the required qualifications are approved by the Company.

Section 24.4 – Entitlement Where Bumped

An employee bumped out of a department as the result of the Annual Job Bid will move to whatever department his seniority and qualifications entitle him to.

Section 24.5 – Transferring - Terminal Seniority

Personnel transferring under the above conditions shall assume positions according to and maintain their terminal seniority.

Section 24.6 – Loss of License

At the time of the Annual Job Bid, an employee who has lost his driver's license will be entitled to bid for a driving job in accordance with his seniority and qualifications. Such employee shall assume such Bid upon regaining his driver's license. In the interim, such employee will not be entitled to enjoy his seniority in any other department.

ARTICLE 25 – JOB OPENINGS

Section 25.1 – Equipment Openings

When openings on types of equipment occur at any time, qualified employees in the department in which the openings occur shall be given preference in accordance with their seniority. This shall not be interpreted to give an employee the right to move from one truck to another, nor to give an employee a preference to bid on a new truck, but is intended to give an employee an opportunity to progress from straight truck to tractor-trailer equipment.

Section 25.2 – Job Openings

When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the bulletin board for seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their departmental seniority. The senior qualified employee(s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

Section 25.3 – Seniority

An employee who transfers from one department to another between bids shall be placed at the bottom of the departmental seniority list for work preference only. At the next Annual Job Bid he may exercise his terminal seniority for all purposes. However, terminal seniority shall be used in the event of a layoff.

ARTICLE 26 - SUPERVISORS

Section 26.1 – Supervisory Personnel

All supervisors shall be excluded from the Bargaining Unit and will not perform any work which falls within the scope of this Agreement. When supervisors or foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

Section 26.2 - Lead Hands and Rates of Pay

A "Lead Hand" shall be defined as a person who may perform work and direct the work of other employees within the Dock Department only and he shall be a Union member. He shall not have the authority to hire, fire or penalize. He may relay operational instructions from management to employees outside the Dock Department only when he is working at the terminal as a Lead Hand. When a Lead Hand is required to drive or perform overtime work, he shall only enjoy work preference according to his seniority and qualifications as described in Article 22 and he shall not suffer the loss of the Lead Hand premium. A Lead Hand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his terminal seniority regardless of qualifications.

When Lead Hands are to be appointed by management, a bid will be posted and the Lead Hand will be selected according to qualifications and seniority. However, it will be the **sole** responsibility of Management to make the final selection provided that, when qualifications are equal, the senior man will be given the preference.

It is understood that the differential in wages for Lead Hands will be a minimum of one dollar (\$1.00) per hour.

ARTICLE 27 - VACATION REPLACEMENT EMPLOYEES

Section 27.1 – Vacation Replacement Employees

Vacation replacement employees may be hired to replace regular employees who are on Vacation, and shall receive an hourly rate of pay as specified by Appendix "A". They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of this Agreement shall apply. They shall not interfere with seniority rights of regular full time employees to bid on available shifts. The Company shall indicate on the check-off form if such an employee is a vacation replacement.

ARTICLE 28 - TIME EMPLOYEES

Section 28.1 (a) - Definition

Part-time employees in a terminal with separate city and dock operations and combined city and dock operations shall be defined as persons who are employed by the Company to supplement the regular employee workforce, provided they are not called in to work outside an established shift and provided they do not perform work outside the Dock Department.

Section 28.1 (b) – Overall Limitation

Effective upon ratification and thereafter if the total hours worked by all part-time employees in any calendar week exceed twenty per centum (20%) of the product of forty (40) hours times the number of regular employees on the Dock Department seniority list, then the Company will hire an additional employee for regular employment in accordance with Section 9.4 of this Agreement. Until such employee(s) are hired, no part-time employee(s) may be utilized by the Company.

Section 28.1 (c) – Daily or Weekly Limitations

Where the hours worked by a part-time employee exceed five (5) hours in any one (1) day or twenty (20) hours in any one ~~(1)~~ calendar week, the Company will, upon receipt of a grievance, pay to the senior employee who files such grievance who would have been available to perform such work, an amount equal to the time worked by such part-time employee in excess of the above-mentioned daily or weekly limitation.

Section 28.1 (d) – Posted Starting Times Limitations

The starting times for part-time employees shall be posted and/or changed on a weekly basis in the Dock Department with a copy to the Local Union in accordance with the following:

- i) there shall be no more than two **(2)** starting times per day; and they will cover a time span of two (2) hours each, e.g. 5:00 pm to 7:00 pm;
- ii) there shall be no less than eight (8) hours between any two (2) starting times.

Part-time employees on posted starting times shall not be allowed to work outside the five (5) hours immediately following such a posted starting time. Where a part-time employee is utilized to a maximum of five (5) hours in any one **(1)** day to replace a regular employee who is absent from work for any reason, the above-mentioned posted starting times do not apply, provided that there shall be no back-to-back shifts of part-time employees.

Section 28.1 (e) – Deduction of Dues

The Company shall deduct from all part-time employees from their first pay, and each month thereafter, an amount equal to the Union monthly dues and such monies shall be forwarded to the appropriate Local Union as outlined in Article 2 and the Company shall indicate on the check off form that such employee is a “Part-time” employee.

Section 28.1 (f) – Laid off Regular Employees

Laid off regular employees shall be given the first opportunity for part-time work and they will be entitled to a daily call-in guarantee.

Section 28.1 (g) – Local Union Preference

Where part-time employees are required, the Local Union will be contacted and given the opportunity to supply qualified persons.

Section 28.1 (h) – Rates of Pay

A part-time employee, excluding a laid off regular employee, shall receive an hourly rate of pay as set out in Appendix “A”, and are entitled to the grievance procedure.

Section 28.1 (i) – Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Part-time employees’ time cards and/or hours worked by each part-time employee by calendar week, recorded on the terminal control sheet, will be made available upon request from the Steward and/or Business Representative of the Local Union.

Section 28.1 (j) – Amendments

The terms of Section 28.1 may be varied by written mutual agreement between the Company and the Union.

ARTICLE 29 - CASUAL HELP

Section 29.1 – Definition

Casual help shall be defined as a person(s) employed by the Company, either directly or through an agency, to fill the vacancy created by a city driver(s) who is absent from work for any reason, and

shall perform duties of a city driver(s).

They shall pay to the support of the Local Union the amount of the monthly dues and will be entitled to the grievance procedure however, no other provisions of this Agreement shall apply.

Section 29.2 – City Driver Preference

No casual will be allowed to commence work in the city ahead of any available city driver who has a regular starting time of 10:00 a.m. or prior, unless such city driver has been given the opportunity to commence work at the same time as the casual.

In the event the Company fails to comply with these requirements, the city driver referred to herein will be entitled to payment for the time between ~~the~~ commencement of his shift and that of the casual in addition to his regular shift.

Section 29.3 – Prolonged Absence

If the Company is notified by 12:00 noon on Thursday in any calendar week that a city driver will be absent from work for any reason on a prolonged absence (for a future period of five (5) consecutive working days or more) and the Company decides that the vacancy created by such absent city driver must be filled, then the following shall apply:

- a) The Company may utilize a casual to replace such absent city driver to a maximum of five (5) consecutive working days following the date of notification:
- b) Regular qualified employees of the Company will be given the first opportunity as of the first weekend (after the five (5) consecutive working days following the date of notification) **to fill** the vacancy or any subsequent vacancies created by such absent city driver;
- c) After that, the Company must hire a regular employee in accordance with Section 9.4 of this Agreement.

Section 29.4 – Vacation Replacement

Notwithstanding Section 29.3 above, casuals may be used to fill the vacancy(ies) created by regular City drivers who are on vacation providing qualified regular employees are given the first opportunity to fill the vacancy(ies) in accordance with seniority as outlined in Section 21.6.

Section 29.5 – Limitations

If as a result of a casual working in excess of eight (**8**) hours in any one (1) day, a regular City driver, who was on duty and in position to perform the work, is deprived of an overtime dispatch, then the Company will, upon receipt of a grievance pay **to** the senior such driver who files such grievance who was available to accept such overtime dispatch, an amount equal to the overtime pay for the hours worked by the casual in excess of eight (**8**) hours on such dispatch less the overtime hours worked by such driver.

Section 29.6 - Laid Off Regular Employees

Laid off regular employees shall be given the first opportunity for casual work and they will be entitled to the daily call-in guarantee.

Section 29.7 - Local Union Preference

Where casuals are required, the Local Union will be contacted and given the first opportunity to supply qualified persons.

Section 29.8 - Rates of Pay

A casual, excluding a laid off regular employee, shall receive an hourly rate of pay as set out in Appendix "A".

Section 29.9 – Time Cards

All casuals shall be required to punch a time card. Casuals' time cards will be made available upon request from the Steward and/or Business Representative of the Local Union. The card shall indicate the employee's name the casual is replacing.

Section 29.10 - Deduction of Dues

The Company shall deduct from all casuals from their first pay, and each month thereafter, an amount equal to the Union monthly dues and such monies shall be forwarded to the appropriate Local Union as outlined in Article 2 and the Company shall indicate "Casual" on the check-off form.

In the event the Company utilizes casuals employed by outside agencies, the Company shall remit an amount equal to the Union monthly dues with respect to all such persons and all the conditions of Article 31 will apply.

Section 29.11 – Amendments

The terms of this Article may be varied by written mutual agreement between the Company and the Union.

ARTICLE 30 – HIRED CITY EQUIPMENT

Section 30.1 – Definition

The intent and purpose of this clause is to provide help in peak periods when regular employees are not available for work and not to circumvent the hiring of full time employees. When hired city equipment is engaged by the Company the following conditions shall apply:

Section 30.1 (a) – Rules

The Company shall not use Hired Cartage for pick-up and delivery operations except when all available laid-off employees, qualified to perform the work, have been given the opportunity to perform available work.

The Company will give preference to Teamsters carriers when they are available.

If the total hours worked by hired equipment in any calendar week exceeds fifteen per centum (15%) of the total hours worked by the combined City and Highway departments, then the Company will hire an additional employee for regular employment in accordance with Section 9.4 of

this Agreement.

Section 30.1 (b)

When hired trucks are required in conformity with Section 30.1 (a), they will not be used prior to 10:00 a.m. unless all employees on shifts starting at 10:00 a.m. or before are given the opportunity of commencing work before hired trucks.

Section 30.1 (c)

In the event the Company fails to comply with the requirements outlined in Section 30.1 (b), the employees referred to therein will be entitled to payment for the time between the commencement of their shift and that of the hired truck in addition to their regular shift.

Section 30.1 (d)

Where the Company and the Local Union have mutually agreed to conditions relating to the use of hired trucks different to those outlined above, such conditions will be maintained and cannot be changed unless by mutual consent.

Section 30.1 (e) Disputes Procedure

Where the Local Union feels that there is a violation of the intent in the application of this Article, the Company will meet to discuss the problem with the Local Union. If no amicable solution can be reached, the grievance will subject to the process outlined in Article 7.

ARTICLE 31 – BROKER OPERATIONS

Section 31.1 – Definition

When the Company leases tractors or pick-up trucks for Highway operations and requires the owner of such vehicles to operate such equipment himself or to provide drivers for the equipment, then the Company must advise the Unions in writing, on the date of engagement, of the status of such drivers as to whether they are to be considered as independent brokers or dependent brokers. Where the Company is presently leasing tractors or pick-up trucks as outlined above the Union will be notified as to the status of the drivers within thirty (30) days of the signing of this Agreement.

In the event such drivers are to be considered dependent brokers, they will be covered by all the provisions of this Agreement with the exception of Article 31, but are not to be regarded as Company highway drivers who are hired for the purpose of operating Company equipment.

When the aforementioned drivers are declared as independent brokers then the provisions of Article 31 will apply.

Section 31.2 – Broker Operations Not To Result in Highway Layoffs

In the event the Company introduces or extends broker operations over those presently in effect, it is agreed that none of the Highway drivers employed by the Company will be laid off from the Highway Department as a direct result of the introduction or extension of broker operations.

Section 31.3 – Opportunity to Become a Broker

The Company on introducing or extending broker operations will give to the qualified drivers of the Company, in order of seniority, at the time of the introduction or extension of the broker operation, the first opportunity of subcontracting to become a broker.

Section 31.4 – Increasing Broker

If the Company decides to add or increase brokers, as defined by Section 31.1, on highway runs which are normally operated by Company Highway drivers, the following procedures must be complied with:

- a) the number of Company Highway drivers who are on the highway seniority list when the broker operation is introduced or increased will be maintained;
- b) for each broker added to the Highway seniority list the Company will add an additional Company highway driver at the same time;
- c) brokers must be dispatched strictly in accordance with their date of engagement and will not be dispatched ahead of the Company Highway driver who has more seniority, regardless of the type of, or availability of, equipment at the time a load is to be dispatched;
- d) in the event the Highway Department is to be reduced the Company will lay off one (1) broker for each Company Highway driver who is laid off;
- e) where the Company has, since ratification, added or introduced brokers on runs which, on a regular basis, are operated or were formerly operated by Company highway drivers, then no further brokers may be added until the Highway Department is increased by a corresponding number of Company Highway drivers.

Section 31.5 – Union Dues

The Company agrees to remit to the appropriate Local Union(s) an amount equal to the Local Union's dues for every broker operating for the Company. A check off list containing the name and domicile of each broker will accompany the Union dues on a monthly basis.

Section 31.6 - Individual Rules

Nothing in the above paragraphs shall be construed in such a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing to rules governing a broker operation other than those outlined above. However, if there is not mutual agreement, the rules set out herein will apply.

Section 31.7 – Operation of Equipment

The Company shall not operate any equipment in any manner in contravention of the Public Commercial Vehicles Act.

ARTICLE 32 – HEALTH & WELFARE

See Letter of Understanding

ARTICLE 33 – PENSION

Section 33.1

See Letter of Understanding

Section 33.2 - Canada Pension Plan

It is further agreed that the Canada Pension Plan will be in addition to the Company RRSP/Pension Plan.

ARTICLE 34 - CREDIT UNIONS

Section 34.1 - Former Practices

Credit Union practices established prior to the signing of this Agreement will be maintained by the Company for the employees.

ARTICLE 35 - GENERAL

Section 35.1 - Moving Allowance

The Company agrees to bear reasonable moving expenses for any employee transferred at the Company's request to another branch of the Company. When the Company covers the cost of moving, it shall have entitlement to select the mover.

Section 35.2 – Time Clocks

Where the Company employs five (5) or more employees, there shall be a time clock which shall be accessible to employees. An employee will have access to his current time card on request. The Stewards will have the access to time cards for investigating and resolving disputes.

Section 35.3 – Time Off to Vote

Personnel shall be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with appropriate statute.

Section 35.4 – Bereavement Pay

In the event of a death in the immediate family (father, mother, legal spouse, son, daughter, sister, brother, grandparents, grandchildren, step-parents, ~~step-children~~, mother-in-law, father-in-law, brother-in-law, sister-in-law), an employee will be given the necessary time off and will be paid three (3) days at the regular rate of pay providing that the period between the day ~~of~~ the death and the funeral are working days. If more time ~~is~~ required for any reason relating to the death, a leave of absence will be granted.

Note: (The "spouse" of the employee shall be defined as the spouse on record with the Company's Human Resources Department.)

Section 35.5 - Jury Duty Pay

If an employee is called and is required to serve on jury duty **or** as a crown witness on his normal working day, they shall be paid one day's pay at their appropriate rate, less the amount of jury duty or crown witness pay received.

Section 35.6 - Personal Injuries

If an employee meets with an accident after starting work incapacitating him from carrying out his duties:

- i) he shall be paid one **(1)** day's pay at the regular rate of pay, provided he is not receiving compensation pay for that day
- ii) the Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitates the need, and in minor cases the Company shall also supply suitable transportation to the above-mentioned services and thence to the employee's residence.
- iii) both parties agree to cooperate and assist in any modified or return to work programs.

Section 35.7 - Invalidating Legislation

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto the relative Section only of this Agreement shall be nullified.

Section 35.8 - Lunch Rooms and Washrooms

The Company agrees to provide and maintain clean, sanitary and adequate appointments with respect to lunchrooms and washrooms and all rooms will be provided with fire exits as required by law and adequate heat.

Section 35.9 – Lockers

The Company will supply half length individual lockers for all employees in the Dock Department and any other employees who are required to work in the Dock Department in excess of two **(2)** hours per shift as part of their regular duties. Where the Company is now providing lockers for other employees, this practice will be maintained. Should the current supply be exhausted additional lockers will be supplied where the facility permits. It is further agreed that the Company will supply lockers for all employees at new terminals.

Section 35.10 - Company Meetings

The Company shall pay the regular hourly rates to all employees compelled to attend Company meetings.

Section 35.11 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned, the number of overtime hours and the amount earned and any amount remitted on the employee's behalf for Pension purposes. Where the Company is supplying presently additional information over and above that listed

above, it will continue to do **so**. If the Company changes a time card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by pay day.

Section 35.12 – Pay for Training

Where the Company requires an employee to take further training, the employee will be paid for all time spent in training.

Section 35.13 – Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing, and their pay will be mailed by registered mail to their last known address within seven (7) days, (Saturdays, Sundays and General Holidays excluded) from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following pay day. Hold back for dependent Owner-Operators will be paid within thirty (30) days.

Section 35.14 – Plug-In Outlets

The Company shall supply operational electrical plug-in outlets for all dependent owner-operators while on duty as covered in Schedule "B" (8) of the Owner/Operator Agreement.

Section 35.15 – Parking Facilities

The Company will provide adequate parking facilities for all employees at all new terminals and where parking facilities are presently being provided they will be maintained.

Section 35.16 - Noise Pollution

The Company agrees that drivers will not be compelled to operate power equipment which creates a noise level in excess of that which is permitted by applicable Government regulations

Section 35.17 – Appendices

Appendix "A", "B" and "C" forms part of this Agreement.

Section 35.18 - Receipts

Where requested, employees must be given dated receipts immediately upon turning money into the Company.

Section 35.19 – Bonding

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within thirty (30) days, they must **so** notify the employee in writing. Failure to **so** notify shall relieve the employee of the bonding requirement. If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. **A** standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause for discharge.

If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond.

Section 35.20 (a) - Protective Equipment

It is agreed that employees handling hazardous material, green hides, lampblack and pigment, shall be supplied by the Company with all necessary equipment, rubber clothing, goggles, dust masks etc., to protect the employee's person. No employee shall be compelled to wear hard hats or safety glasses that have been used by other persons unless these items have been properly sterilized.

Effective upon ratification all new types of equipment will be supplied with retractable seat belts if available from the manufacturer.

Section 35.20 (b) (i)

Employees requested to work in the terminal yard or other shunt operations in inclement weather will be provided with protective rainwear. Employees who have bid and regularly perform yard work will be provided with individual protective rainwear.

Section 35.20 (b) (ii)

Each regular shunter and/or dockworker will be provided with work gloves (subject to a maximum of five (5) pair per year) and dust masks

Section 35.20 (c)

Effective February 1, 2005, all regular employees, who are required to wear safety shoes or boots as a normal part of their employment, shall be reimbursed one-hundred dollars (\$100.00) during every twenty-four (24) months towards the purchase of CSA-approved safety shoes or boots. The employee will request this allowance with a written submission, with proof of purchase to the employer. The allowance will increase to \$110 effective February 1, 2007, \$120 effective February 1, 2009.

Section 35.21 - Trips Between Terminals

All trips between terminals within metro area will be paid at the hourly rate of pay. Metro areas to be defined as connected suburbs. Where the metro area is not specifically defined by legislation and where this condition exists, the Company and the Union will meet to define the area concerned.

Section 35.22 – Dock Plates

The Company shall supply and maintain proper, safe dock plates.

Section 35.23 – Heat on the Dock

All new terminals which are opened after ratification shall have heating systems capable to maintaining a dock temperature of forty-five (45) degrees Fahrenheit with the doors closed under

normal winter conditions. Where heat is presently provided, it shall be maintained.

Section 35.24 – Safety

No driver shall be compelled to operate unsafe freight handling equipment or equipment with which he is unfamiliar. The Company shall not require a person to lift, carry or move anything **so** heavy or in a manner as to be likely to endanger his safety or the safety of any other person.

Section 35.25 – Hazardous Conditions

No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the Industrial Safety Act, the Ontario Safety Act or the Canada Labour Safety Code, whichever is applicable.

Section 35.26 - Safety Committee

In the event that a Safety Committee is required by the applicable Federal or Provincial legislation, the Company will establish such a Committee and pay participating employees at the regular hourly rate of pay for the time required.

Section 35.27 – Hand Holds and Steps

All pick-up and delivery trucks will have steps and hand holds at the rear of the unit.

Section 35.28 – Mud Flaps

All power equipment, including equipment hauling containerized equipment, shall have sufficient **mud** flaps installed.

ARTICLE 36 – MAINTENANCE OF STANDARDS

Section 36.1 – Maintenance of Standards

It is agreed between the Signatories to this Agreement that area or operational practices enjoyed by any Local Union and/or the Company **will** be maintained unless **otherwise** mutually agreed. If a dispute arises, either party may elect to process a grievance through the normal Grievance Procedure.

ARTICLE 37 – DURATION

Section 37.1 – Duration

The term of this Agreement shall be from February 1, 2005 to January 31, 2010. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives.

Dated at MISSISSAUGA this 19 day of July, 2005.

FOR THE COMPANY:

Steve Kesli
[Signature]

FOR THE UNION:

Ray Lork
[Signature]
[Signature]
[Signature]

APPENDIX A - RATES PAY

Section A – Regular Rates of pay for Toronto, London and Kingston.

	Start	After 1 Year	After 2 Years
City/Highway Driver			
February 1, 2005	\$ 19.00	\$ 20.00	\$ 21.00
February 1, 2006	\$ 19.40	\$ 20.40	\$ 21.40
February 1, 2007	\$ 19.90	\$ 20.90	\$ 21.90
February 1, 2008	\$ 20.50	\$ 21.50	\$ 22.50
February 1, 2009	\$ 21.15	\$ 22.15	\$ 23.15
Parcel Division Drivers			
February 1, 2005	\$ 18.15	\$ 19.15	\$ 20.15
February 1, 2006	\$ 18.55	\$ 19.55	\$ 20.55
February 1, 2007	\$ 19.05	\$ 20.05	\$ 21.05
February 1, 2008	\$ 19.65	\$ 20.65	\$ 21.65
February 1, 2009	\$ 20.30	\$ 21.30	\$ 22.30
Dock Workers			
February 1, 2005	\$ 17.65	\$ 18.65	\$ 19.65
February 1, 2006	\$ 18.05	\$ 19.05	\$ 20.05
February 1, 2007	\$ 18.55	\$ 19.55	\$ 20.55
February 1, 2008	\$ 19.15	\$ 20.15	\$ 21.15
February 1, 2009	\$ 19.80	\$ 20.80	\$ 21.80

The Company agrees to pay a premium of Fifty cents (.50) per hour from 7:00 p.m. to 6:00 a.m. in addition to the regular Dock employee's hourly rate for each regular Dock employee for all hours worked between the hours of 7:00 p.m. and 6:00 a.m.

Section B – Casual, Part-Time and Vacation Replacement Employee Rates of Pay

Part-time, casual and vacation replacement employees (excluding a laid-off regular employee) shall receive a set hourly rate of pay set out below but is **not** otherwise covered by the terms of this agreement unless otherwise specified.

a) Dock Part-Time

February 1, 2005	\$ 16.15
February 1, 2006	\$ 16.55
February 1, 2007	\$ 17.05
February 1, 2008	\$ 17.65
February 1, 2009	\$ 18.30

b) Casual Drivers & Vacation Replacement

February 1, 2005	\$ 17.50
February 1, 2006	\$ 17.90
February 1, 2007	\$ 18.40
February 1, 2008	\$ 19.00
February 1, 2009	\$ 19.65

Section C - Flat Rates

It is mutually agreed that the Company will maintain the existing practice of point to point flat rates as outlined below:

- 1) Between Toronto and Kingston 8.5 hours

With overtime paid at one-and-one-half times the regular hourly rate of pay after eight-and-one half (8 ½) hours.

- 2) Between Toronto and Ottawa 12 hours

- 3) Between Toronto and Montreal 15 hours

Time in excess of the fixed rates outlined in 2 and 3 above will be at the straight time rate.

The fixed hourly rates will be all-inclusive rates based on the regular hourly rate of pay.

The Company will pay a one-time lump sum payment of \$500.00 to employees currently eligible for the Company Sick Leave Plan.

On ratification, the Company agrees to a signing bonus for all employees as follows:

Four-hundred and fifty (\$450.00)

These amounts are payable to all employees on payroll at the time of ratification who were employees as of July 1, 2004.

It is mutually understood this signing bonus will include any entitlement to wage increases up to the time of ratification.

APPENDIX B

Rules & Regulations

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after eighteen **(18)** months.

Nothing in these Rules and Regulations shall deprive the employee of the right to challenge a penalty through the regular Grievance Procedure. Existing Company rules and penalties shall not conflict with those contained herein. In case of conflict, it is agreed that these Rules and Regulations shall apply. All infractions of the Highway Traffic Act and Municipal by-Laws shall be the responsibility of the drivers except those which are, by their nature, the responsibility of the Company.

Any employee requested to sign for the receipt of an incident report shall be accompanied by a Steward.

All penalties and reprimands must be issued to the employee within seven (7) calendar days from the time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

Section 1 - Passengers

Section 1 (a)

No driver shall be permitted to allow anyone except employees of the Company who are on duty or other transport drivers broken down on the highway to ride in his truck except by written authorization of the Company.

Section 2 - Accidents

Section 2 (a)

Accidents for which the employee is at fault or for which his action or lack of action is a contributory factor, will result in disciplinary action which may range from reprimand to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or frequency of accidents. However, the driver will be absolved of blame if the accident is proven to be caused by mechanical failure, and the Company will then be responsible for wages and expenses if the driver involved is required to appear in court relating to the accident.

Section 2 (b) – Accident Suspensions

Suspension for the investigation of an accident shall not exceed five (5) days (Saturdays, Sundays and General Holidays excluded). Employees shall be paid for all **lost** time during said investigation period should it be found that they were not at fault.

Section 2 (c) – Failure to Report Accidents

Failure to report all accidents as soon as possible in accordance with Company-posted instructions will result in the employee being subject to dismissal.

Section 2 (d) – Accident Assessment

Employees involved in accidents will be notified in writing by the Company whether the accident was a chargeable or a non-chargeable accident within thirty (30) days after the last day ~~of~~ the month in which the accident occurred.

LETTER OF UNDERSTANDING

between

EPIC EXPRESS, a division of TFI Transport8 L.P.
(formerly Epic Express, a division of TransportCFQI Inc.)
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNIONS 91, 879 & 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

RE: PAY SYSTEM

The Company will operate an electronic time-keeping system in Toronto; a manual time sheet system will be used in London and Kingston until use of an electronic system can be justified through growth.

This system will calculate time based on a two-minute grace period, rounding time off to 15-minute intervals.

Pay periods will be every two-weeks.

Payday is on every second Thursday.
e.g. Pay period ending October 16 is deposited on October 28.

An automatic pay deposit will be made to the bank account designated by the employee.

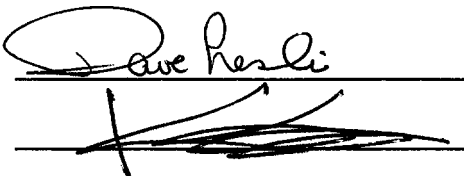
The employee will receive a pay stub prior to Thursday in a sealed envelope.

Vacation pay will also be automatically deposited.

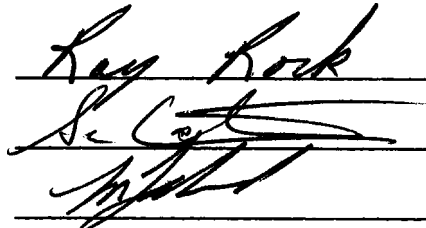
Minor shortages will be paid in the following pay period when brought to the attention of the Company. Shortages in excess of one-hundred dollars (\$100) will be paid within seventy-two (72) hours.

Dated at MISSISSAUGA this 19 day of July, 2005.

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING

between

EPIC EXPRESS, a division of TFI Transport8 L.P.
(formerly Epic Express, a division of TransportCFQI Inc.)
(hereinafter referred to as the "Company")

and

TEAMSTERS LOCAL UNIONS 91, 879 & 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

RE: HIGHWAY OPERATIONS

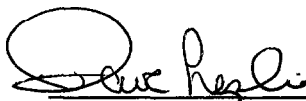
It is mutually agreed between the Company and the Union that Highway Operations will be defined as any Highway schedule originating from the Kingston or Toronto terminals, beyond a one-hundred and fifty (150) mile radius, destined to another terminal within the Epic Express Ontario Regional network.


This would include both designated bid runs and switch operations.

This would exclude any round-trip schedule from a foreign terminal, which are governed by the Letter of Understanding on Foreign Terminal drivers.

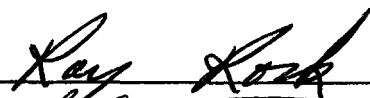
Dated at MISSISSAUGA this...19...day of...July....., 2005.

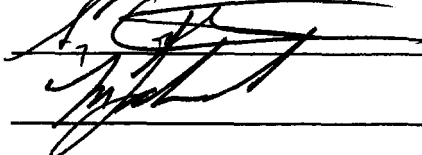
FOR THE COMPANY:





FOR THE UNION:





LETTER OF UNDERSTANDING

between

EPIC EXPRESS, a division of TFI Transport8 L.P.
(formerly Epic Express, a division of TransportCFQI Inc.)
(hereinafter referred to as the "Company")

and

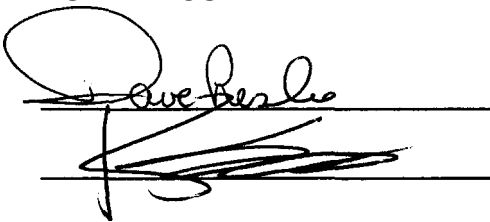
TEAMSTERS LOCAL UNIONS 91, 879 & 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

RE: **MAINTENANCE SHOP**

It is mutually agreed between the Company and the Union that should the Company decide to start-up a Maintenance Shop, the Company will meet with the Union and mutually agree to the terms and conditions that would apply to the Maintenance Shop employees.

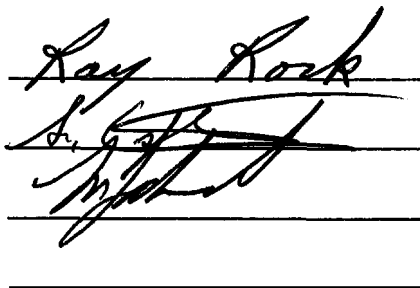
Dated at MISSISSAUGA this...19.....day of.....July....., 2005.

FOR THE COMPANY:



Signature of Dave Berle on a line.

FOR THE UNION:



Signature of Ray Rock on a line.

LETTER OF UNDERSTANDING

between

EPIC EXPRESS, a division of TFI Transport8 L.P.
(formerly Epic Express, a division of TransportCFQI Inc.)
(hereinafter referred to as the "Company")

and

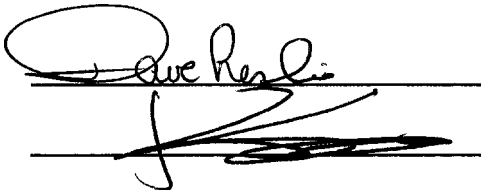
TEAMSTERS LOCAL UNIONS 91, 879 & 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

RE: **PIGGY-BACK OPERATIONS**

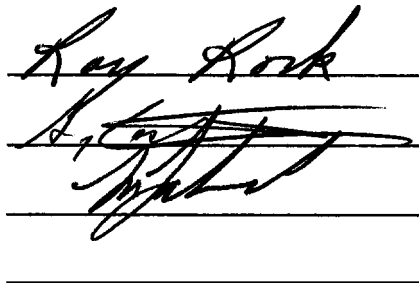
It is mutually agreed the Company will maintain its practice of utilizing inter-modal services.

Dated at MISSISSAUGA this.....19.....day of.....July....., 2005.

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING

between

EPIC EXPRESS, a division of TFI Transport 8 L.P.
(formerly Epic Express, a division of Transport CFQI Inc.)
(hereinafter referred to as the "Company")

and

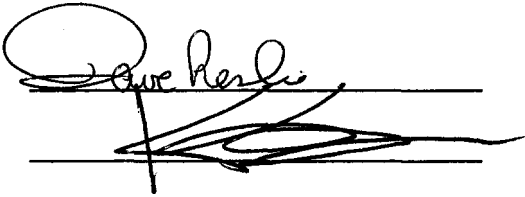
TEAMSTERS LOCAL UNIONS 91, 879 & 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

RE: **ONTARIO HEALTH INSURANCE PLAN**

Should the Ontario Provincial Government reintroduce a basic employee premium for the Ontario Health Insurance Plan (OHIP) during the term of this Agreement (after ratification), the Company agrees to pay the premium.

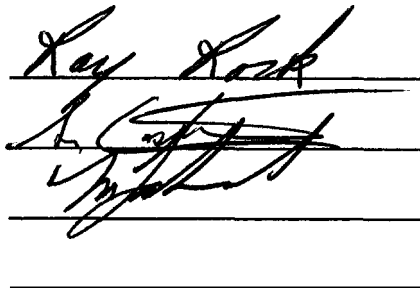
Dated at MISSISSAUGA this 19 day of July, 2005.

FOR THE COMPANY:



A handwritten signature in black ink, appearing to read 'Steve Reski', is written over two horizontal lines.

FOR THE UNION:



A handwritten signature in black ink, appearing to read 'Ray Rock', is written over two horizontal lines. Below this, there is another signature over two more horizontal lines.

LETTER OF UNDERSTANDING

between

EPIC EXPRESS, a division of TFI Transport8 L.P.
(formerly Epic Express, a division of TransportCFQI Inc.)
(hereinafter referred to as the 'Company')

and


TEAMSTERS LOCAL UNIONS 91, 879 & 938
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the 'Union')


RE: **HEALTH & WELFARE, PENSION PLANS**

The Company agrees to retain the current practice of maintaining both the current Health & Welfare Plan and the employee Pension Plan.

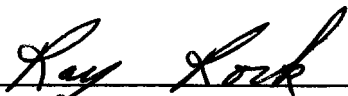
Dated at MISSISSAUGA this 19 day of July, 2005.

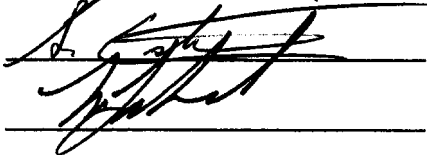
FOR THE COMPANY:





FOR THE UNION:





Appendix “C”

OWNER/OPERATORS

1. Definition of an Owner/Operator

An “Owner/Operator” is a person, including a privately-held corporation, who carries out a pick-up and delivery business, providing his own truck to do so, and who has entered into a fee for service contract (hereinafter referred to as the “Owner/Operator Agreement”) with the Company for the provision of pick-up and delivery services on behalf of the Company. This Owner/Operator Agreement shall continue in full force and effect, and may be modified from time to time by mutual agreement between the Company and the Union. The Owner/Operator is, therefore, a businessman who provides his own power equipment, realizes his revenue from his customer, the Company, and pays his related expenses.

2. Maintenance of Union Membership

It is agreed that all Owner/Operators shall join and maintain their Union membership in good standing for the duration of this Agreement.

The Company agrees to remit to the appropriate Local Union(s) an amount equal to the Local Union’s initiation fees and dues for every Owner/Operator operating for the Company. A check off list containing the name and domicile of each Owner/Operator will accompany the Union dues on a monthly basis.

3. Status

All Owner/Operators will be entitled to the Grievance Procedure outlined in Article 7 of this Agreement. However, no other provisions of this Agreement will apply, with the exception of those conditions specified in this Appendix.

4. Operations

It is mutually agreed that the Owner/Operators will be considered a supplement to the existing group of Company drivers and will interface into the Company operation in the following manner:

a.) the Company agrees that it will not exceed an Owner/Operator complement that is in excess of 35% of the full Company Driver and Owner/Operator complement;

b.) Job Bids

Owner/Operators will be included in the annual job bid (Article 24.2) and regular job posting (Section 25.2) provided he has the necessary qualifications and equipment to fill the requirements of the bid.

c.) Layoff

Any workforce reductions in the City Pick-up and Delivery operations will be addressed first through job bids held by Owner/Operators, with due regard to his position on the Owner/Operator Roster.

In the event a job bid held by an Owner/Operator is cancelled and the

Owner/Operator is laid off, he may exercise, within seven **(7)** calendar days, the option to bump a Company employee, provided he is qualified to do **so** and has the seniority. If he chooses this option, he will continue under the terms and conditions of the Owner/Operator Agreement for the first sixty (60) days which follow.

At the conclusion of this period, he will have the option of becoming a Company employee, in which case, his seniority date will be established as his date of engagement as an Owner/Operator. For purposes **of** benefits, pension and vacation, he will be treated as a new employee.

If during the sixty (60) day period his bid becomes available, he must immediately accept it and return to his former position.

5. Individual Rules

Nothing in the above paragraphs shall be construed in such a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing to rules governing a broker operation other than those outlined above. However, if there is not mutual agreement, the rules set out herein will apply.

6. Rates of Pay

Classification	Current	Feb. 1, 2005 + \$1.00	Feb. 1, 2006 + 0.75	Feb. 1, 2007 + 0.75	Feb. 1, 2008 + 0.75	Feb. 1, 2009 + 0.75
Tandem	\$32.00/hour	\$33.00	\$33.75	\$34.50	\$35.25	\$36.00
Single Axle	\$30.85/hour	\$31.85	\$32.60	\$33.35	\$34.10	\$34.85
Straight Truck With Tailgate	\$29.85/hour	\$30.85	\$31.60	\$32.35	\$33.10	\$33.85
Straight Truck Without Tailgate	\$28.85/hour	\$29.85	\$30.60	\$31.35	\$32.10	\$32.85

b.) Normal Work Day / Overtime

The normal workday for Owner/Operators shall be eleven (11) hours, and the normal calendar workweek cycle shall be fifty-five (55) hours. **All** hours worked at the hourly rate in excess of eleven (11) hours in a day or 55 hours per week shall be paid at the regular rate of pay plus half ($\frac{1}{2}$) the regular driver hourly rate.

c.) Non-Driving Time

Owner/Operators will receive the following hourly rate of pay for any non-driving time which includes but is not limited to (a) attendance at any meetings and/or sessions requested by the Company, (b) any loading or unloading of their delivery unit.

	Start	1 Year	2 Years
2005 February 1	\$19.00	\$20.00	\$21.00
2006 February 1	\$19.40	\$20.40	\$21.40
2007 February 1	\$19.90	\$20.90	\$21.90
2008 February 1	\$20.50	\$21.50	\$22.50
2009 February 1	\$21.15	\$22.15	\$23.15

It is mutually agreed the above rates of pay for Owner/Operators are all-inclusive rates and include compensation in lieu of all fringe benefits (including both statutory and Company provided benefits).

OWNER/OPERATOR AGREEMENT

between

EPIC EXPRESS, a division of TFI Transport8 L.P.
(formerly Epic Express, a division of TransportCFQI Inc.)
(hereinafter referred to as the "Company")

and

OWNER OPERATORS
doing business as _____
(hereinafter referred to as "Owner Operators")

WHEREAS the Company operates trucking and related businesses for the transportation of freight, or arranges for the transportation of freight pursuant to the Authorities;

AND WHEREAS the Owner/Operator represents that he has the necessary skill and expertise and has or will acquire the Operator's Equipment as required for performance of the Owner/Operator's obligations pursuant to this Agreement;

AND **WHEREAS** the Company and the Owner/Operator have agreed upon the terms and conditions that form the basis upon which the Services are to be performed by the Owner/Operator on behalf of the Company;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, including the recitals and any schedule hereto:

- (a) "Agreement" means this agreement and all schedules and attachments hereto;
- (b) "Authorities" means the operating authorities or licenses held by or on behalf of the Owner/Operator in force and effect during the Term and issued by the relevant provincial transport board or other governmental departments or agencies having jurisdiction authorizing the Owner/Operator to provide its freight transportation services;
- (c) "Compensation" means the compensation payable by the Company to the Owner/Operator for performance of the Services;

- (d) "Deduction" means the deductions from Compensation determined in accordance with this Agreement;
- (e) "Equipment" means the Company's Equipment and the Operator's Equipment;
- (f) "Operator's Equipment" means the vehicle provided by the Owner/Operator for performance of the Services as described in Schedule "A" ;
- (g) "Owner/Operator", is a person, including a privately held corporation, who carries on a pick-up and delivery business and who has entered into a fee for services contract (hereinafter referred to as the Owner/Operator Agreement) with the Company for the provision of pick-up and delivery services; the Owner/Operator is a businessman who provides his equipment, realizes his revenue from his customer, the Company, and pays his expenses, including statutory deductions;
- (h) "Parties" means the parties to this Agreement;
- (i) "Services" means the services ~~to~~ be provided by or on behalf of the Owner/Operator for the Company in accordance with this Agreement;
- (j) "Term" means the term of this Agreement as described in clause 10 hereof.

2. **SCHEDULES**

- (a) The following schedules are attached hereto and by this reference incorporated herein:
 - (i) Schedule "A" Owner/Operator's Equipment Specifications
 - (ii) Schedule "B" Compensation, Deductions and Payments.
 - (iii) Schedule "C" Insurance.
- (b) The procedure for amendment of the Schedules shall be as follows:
 - (i) Schedule "B" may be amended by the Parties from time to time by the agreement of the Parties confirmed by execution of the revised Schedule by the Parties;
 - (ii) Schedule "A" must be amended by the Owner/Operator to reflect any substitutions for or changes to the Owner/Operator's Equipment as approved in advance by the Company

3. **OWNER/OPERATOR OBLIGATIONS**

The Owner/Operator shall:

- (a) Provide and exclusively dedicate the Operator's Equipment to performance of the Services for the Term, and shall not provide any transportation or other services utilizing the Equipment to any other party whatsoever except at the direction of and in accordance with instructions given by the Company;

- (b) Personally and exclusively operate the equipment supplied pursuant to his Owner/Operator Agreement with the Company;
- (c) Maintain the paint on the Operator's Equipment in good condition and in the color of white at the sole cost, risk and expense of the Owner/Operator, and keep the Equipment washed and clean at all times;
- (d) Maintain all the Operator's Equipment and accessories required by law for the operation thereof at the sole cost, risk and expense of the Owner/Operator, thereby ensuring that the vehicle is in compliance with Regulations 575 and 587 of the Highway Traffic Act at all times;
- (e) Complete and submit a Monthly Maintenance Report on a form provided by the Company which verifies that the minimum requirements set out in the Schedule "A" attachment to that form have been complied with; the Company will retain these records for no less than 12 months, and make them available to the Owner/Operator or any regulatory body within 14 days of a request;
- (f) Have a provincial PMCVI inspection and certification completed a minimum of every six months; alternate inspections and certificates (beginning with the second) will be reimbursed by the Company to a specified limit; any required repairs will be the responsibility of the Owner/Operator;
- (g) Qualify for, obtain and maintain proper operator's licenses for operation of the Equipment in all jurisdictions where the Equipment is to be operated during the Term;
- (h) Purchase fuel in accordance with the Company's instructions and the terms set out in Schedule "B".
- (i) Pay all costs associated with or incidental to the operation of the Owner/Operator's Equipment, operating expenses, fuel to the extent provided for herein, oil, grease, tires, parts, supplies, mileage taxes, gross revenue taxes, equipment use fees, or any taxes relating to use of the Owner/Operator's equipment wherever assessed or charged;
- (j) Properly care for, maintain, and return the Company's Equipment to the Company upon the conclusion of each trip in the same condition as received by the Owner/Operator (reasonable wear excepted), and to immediately satisfy the Company's reporting requirements as to the occurrence of any mechanical or operating problems or the discovery of any defects or deficiencies.
- (k) At all times operate the Equipment:
 - (i) in a careful and proper manner and in accordance with good trucking industry practice;
 - (ii) at speeds not in excess of regulated and posted speed limits;
 - (iii) in compliance with all statutes, regulations, orders, ordinances, rules, laws or other instruments issued by any governmental authority having

jurisdiction (including but not limited to the Highway Traffic Act, the Truck Transportation Carrier Act and the Occupational Health and Safety Act of the Province of Ontario in respect of operations conducted in that Province, and any similar legislation of any other jurisdictions in respect of operations conducted in such other jurisdictions) that in any way relate to the ownership, possession, use or operation of the Equipment;

- (iv) in accordance with all requirements of any applicable insurance policies; and
 - (v) in compliance with this Agreement and Company requirements.
- (l) Accept the Company's Equipment and deliver the contents of trailers to the consignees identified in any Bills of Lading or other shipping documents in accordance with the Company's requirements and instructions given from time to time;
 - (m) Load and unload freight as directed or necessary;
 - (n) Deliver pick-up and/or delivery manifests to the Company forthwith upon completion of each day and with such manifests deliver all delivery receipts, bills of lading, signed freight bills and funds collected for cash collect shipments;
 - (o) The Owner/Operator pay claim must be verified and signed by both the Owneroperator and the Company, at the conclusion of each day; this will then constitute the authorized payment to the Owneroperator for that day;
 - (p) Provide the necessary fuel, oil, grease, and other supplies to operate the Operator's equipment in the performance of duties as outlined in this Agreement;
 - (q) Not permit any unauthorized persons or animals to be passengers in or on the Equipment at any time;
 - (r) The Owneroperator shall present a clean and professional image at all times, and wear CSA-approved safety footwear.

4. COMPANY OBLIGATIONS

The Company shall :

- (a) Supply the Company's equipment to the Owner/Operator in a roadworthy condition in order to enable the Owner/Operator to perform the required services;
- (b) Provide, at its cost, all necessary licenses and permits, other than the Operator's licenses, as may be necessary for the Owneroperator to operate pursuant to the Authorities, provided, however, that such Authorities, licenses and permits shall at all times remain the sole and exclusive property of the Company;
- (c) Arrange, at its cost, for the provision of comprehensive general liability, bobtail, deadhead and cargo insurance per Schedule "C". Such insurance shall cease

immediately upon discontinuation of services under the Owner/Operator Agreement. It is understood and agreed that such insurance will not provide coverage where the Owner/Operator operates the equipment while impaired by drugs or alcohol or with a passenger on board.

5. OWNER OPERATOR

- (a) It is mutually agreed and understood by the Parties that nothing contained in this Agreement or otherwise, or any past relationships or course of dealings between the Parties, shall be constructed as establishing a relationship of principal and agent, master and servant or employer and employee for any purpose whatsoever.
- (b) Except in emergency situations or in circumstances where specific instructions are given by the Company, and then only to the extent provided for in such instructions, the Owner/Operator shall have no authority whatsoever to enter into any commitments or obligations in the name of or on behalf of the Company, including but not limited to the purchase of any fuel for the vehicle, or supplies, parts or labour for use, operation or maintenance of the Owner/Operator's Equipment.
- (c) The Owner/Operator shall cause himself be registered and at all times in good standing with all governmental departments, agencies and authorities having jurisdiction, and shall meet all financial and other obligations to such governmental departments, agencies and authorities including but not limited to obligations in respect of:
 - (i) Income Tax, and
 - (ii) Canada Pension Plan,
 - (iii) Employment Insurance
 - (iv) Goods and Services Tax,

and the Owner/Operator shall indemnify and hold the Company harmless from all costs (including legal costs on a solicitor and client basis), losses or damages the Company may suffer or incur by reason of the failure of the Owner/Operator to meet such obligations.

- (d) The Owner/Operator will make himself and his vehicle available for duty five **(5)** days per week for deliveries, pick-ups and other assignments provided for by the Company. A driver may not ~~book~~ off for the day without clearing this with the Company. The Owner/Operator agrees to notify the Company by 6:00 am on the day of illness in cases of illness, and to provide at least forty-eight **(48)** hours notice for planned absences.
- (e) In the event of mechanical failure, if requested by the Company, the Owner/Operator will be required to immediately obtain and place into service a suitable substitute vehicle.

6. COMPENSATION, DEDUCTIONS AND PAYMENTS

- (a) All Compensation payable to the Owner/Operator in respect of the Services, and Deductions to be made there from, shall be determined in accordance with this Agreement and Schedule "B" hereof, which the Parties hereby agree fully and adequately compensates the Owner/Operator for all expenses he may incur in respect of potential profits he may make. The Company shall use the Owner/Operator's Pick-up and Delivery Manifests as its source documents to

govern compensation in accordance with Schedule "B", and the net amount of any Compensation due and payable to the Owner/Operator after all Deductions have been made shall be paid to the Owner/Operator by the Company at that time, unless, however, such a determination confirms that an amount shall be forthwith due and payable by the Owner/Operator to the Company in which case it shall be recovered from the pay owing.

- (b) The Company shall be entitled to set-off any amounts owing by the Company to the Owner/Operator, or that the Owner/Operator has provided to and is held by the Company pursuant to this Agreement or any other agreement, against any amounts owing by the Owner/Operator to the Company pursuant to this Agreement or any other Agreement.
- (c) The Company will pay all WSIB premiums.

7. INDEMNITY AND LIABILITY

- (a) The Owner/Operator shall indemnify and hold the Company, its contractors, agents, employees and servants harmless from any and all losses, damages, costs and expenses, including all Court costs and legal expenses on a solicitor and client basis that arise out of or in any way relate to the failure of the Owner/Operator to meet his obligations pursuant to this Agreement.
- (b) Notwithstanding anything herein to the contrary, the Owner/Operator shall, in respect of each accident or occurrence -
 - (i) resulting in **loss** of or damage to the Company's Equipment or to cargo, while such Equipment or cargo are in the care, custody and control of the Owner/Operator,
 - (ii) resulting in public liability or property damage arising out of or in any way relating to performance of the services by or on behalf of the Owner/Operator,

be responsible for and pay to the Company the first Five-thousand (\$5,000.00) dollars of such losses, damages or liabilities forthwith upon the occurrence thereof, provided however, that if any one or more of such losses or damages result from the same incident or accident, the amount payable to the Company by the Owner/Operator pursuant to paragraph 7 (b) shall not exceed the total sum of Five-thousand dollars (\$5,000.00).

- (c) The Company shall be entitled to deduct any monies payable to the Owner/Operator in accordance with the terms and conditions of clause (b) hereof from any monies otherwise payable to the Owner/Operator.

8. PERFORMANCE BOND

- (a) The Company shall be entitled to withhold the Performance Bond Amount set out in Schedule "B" from the Compensation payable to the Owner/Operator on the basis set forth in Schedule "B", which amount shall be held by the Company as a performance bond in accordance with the provisions of paragraph 8 (b) hereof.

- (b) The Performance Bond amount shall be held by the Company for the purpose of and for the time required for final settlement of accounts between the Parties. The Company shall be entitled to set-off any amounts owed by the Owner/Operator to the Company upon termination of this Agreement against the Performance Bond amount to the extent they are available for that purpose. The portion of the Performance Bond amount remaining after settlement of all accounts between the Parties, if any, shall be paid **to** the Owner/Operator with interest thereon calculated as provided in Schedule "B" as the Performance Bond Interest Calculation.

9. CONFIDENTIALITY

The Owneroperator agrees to receive and hold all information and materials of a confidential or proprietary nature provided by the Company on a confidential basis, and the Owneroperator agrees that he shall not disclose or use any confidential information or material for his own benefit or gain or for any purpose other than as specifically authorized by the terms and conditions of this Agreement or by the Company in writing from time to time, and without limiting any other rights or remedies that the Company may have against the Owner/Operator for breach of this clause , it is understood and agreed by the Parties that the Owner/Operator shall be required *to* account to the Company for all profit or gain realized by the Owneroperator or his employees, servants, agents or subcontractors, or any of them, as a result of use of the confidential information or materials. Upon termination of this Agreement, the Owner/Operator shall forthwith return all of the Company's written information and material of any kind provided to the Owneroperator by the Company.

10. TERM OF THE AGREEMENT

This Agreement shall continue in full force and effect between the Parties until terminated by either Party upon one (1) weeks' written notice to the other Party, provided, however, that the Company may, in its sole and absolute discretion, immediately terminate this Agreement by notice to the Owneroperator if:

- (a) the Owneroperator commits any act or fails to act in circumstances which the Company, acting reasonably, considers as violating the law, being unsafe for persons or property, or being offensive to the Company's customers; or
- (b) the Owner/Operator utilizes the Equipment to provide services of any kind to any third party other than at the specific request and direction of the Company; or
- (c) the Owner/Operator fails to report any **loss** or damage to any of the Equipment or the cargo contained therein or thereon forthwith upon the occurrence of such **loss** or damage; or
- (d) the Owner/Operator's accident record is unacceptable to the Company; or
- (e) the Owner/Operator fails to comply with any of the instructions, policies or procedures of the Company as may be issued by the Company from time to time in bulletins, memoranda, notices, manuals or other forms of announcement or directives; or

- (f) the Owneroperator is found to use or possess illegal drugs or substances; or
- (g) the Owneroperator breaches the provisions, terms and conditions of this Agreement.

11. FINAL SETTLEMENT OF ACCOUNTS

Subject to the terms and conditions of this Agreement, the Parties shall use their best efforts to effect a final settlement of all accounts between them within thirty (30) days subsequent to the Owner/Operator's final day of work. Forthwith upon completion of the final day of work, the Owneroperator shall, at his sole cost, risk and expense, return the Company's Equipment to the Company at such location or locations as may be designated by or on behalf of the Company, and the Owneroperator shall remove all of the Company's license plates, licenses, certificates, permits, signs, logos, insignia and other property from the Operator's Equipment and return the same to the Company. Failure by the Owneroperator to comply with this provision shall cause the Owner/Operator to be charged a penalty of one hundred dollars (\$100) per day chargeable against the Owner/Operator's Performance Bond until such property is returned.

12. COLLECTION OF ACCOUNTS

The Owneroperator shall fully and adequately account to the Company for all monies or other evidences of payment received by the Owner/Operator from any of the Company's customers or other third parties forthwith upon receipt thereof and in accordance with any instructions given to the Owneroperator by or on behalf of the Company in that regard.

13. PROHIBITION ON ASSIGNMENT BY OWNER/OPERATOR

The Owner/Operator shall **not** have any right whatsoever to assign all or any portion of his rights and obligations under this Agreement.

14. LAW OF THE CONTRACT

This Agreement shall be constructed and the relationship between the Parties determined in accordance with the laws of the Province of Ontario and the Courts having initial exclusive jurisdiction with respect to all matters directly or indirectly arising herefrom shall be the Courts of original jurisdiction in the said Province.

15. ENTIRE AGREEMENT

This Agreement shall supersede and replace all prior agreements between the Parties, save and except the applicable Collective Agreement, and contains all the representations, warranties, covenants, agreements, conditions and understandings of the Parties relating to or concerning the subject matter hereof, and no oral representations not reduced to writing and signed by the Parties shall be of any force or effect whatsoever.

16. NOTICES

- (a) Except as **otherwise** provided herein, any notice required, permitted or contemplated to be given by a Party under this Agreement shall be in writing and shall be deemed to have been sufficiently given to the other Party if personally delivered or, if there ~~is~~ not then an actual or pending postal strike or other labour disturbance that may affect the postal service, may be given by prepaid registered mail, to the other Party at the addresses described below:

If to the Company: Epic Express
 5425 Dixie Road
 Mississauga, Ontario L4W 1E6

If to the Owner/Operator: [O/O's name]
 [address]

The Union will be copied.

- (b) Any notice given by the prepaid registered mail shall be deemed to have been sufficiently given and received on the seventh (7th) clear day following the date of mailing the same.
- (c) Either Party may change their address for notice given in accordance with the provisions of this clause.

17. SEVERABILITY

If any term, condition or provision of this Agreement is held or determined by a Court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this Agreement or application of **such** term, condition or provision to any party or circumstance, other than those as to which it has been so held is to be invalid or otherwise unenforceable, shall not be affected thereby, and, subject hereto all of the terms, conditions and provisions of this Agreement, shall be enforced to the fullest extent permitted by law.

18. MISCELLANEOUS

- (a) The provisions of paragraph 5(c) and clauses 7, 8, 9, 11 and 12 shall survive termination of this Agreement and final settlement of accounts between the Parties.
- (b) No amendments, modifications or supplements to this Agreement shall be valid or binding upon the Parties unless set forth in writing and executed by the Parties.
- (c) Time is of the essence of this Agreement in each and all of its provisions, and a Party's failure at any time to require the strict performance by the other Party of any of the provisions hereof shall not waive or diminish such Party's right thereafter to demand the strict compliance therewith or with any other provisions hereof.
- (d) This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective and permitted heirs, successors and assigns, if any.

- (e) The Owner/Operator shall give all such further assurances and do, execute and perform all such further acts, deeds and documents and things as may be required to enable the Company to have the full benefits of all rights and remedies intended to be reserves of what is created hereby.
- (f) The insertion of any titles or headings in this Agreement are for convenience of reference only and shall not affect the interpretation hereof.
- (g) All references to monies or funds in this Agreement shall be to Canadian monies or funds.
- (h) Nothing contained in this Agreement is intended to make or constitute the Company an insurer of any kind whatsoever or to make this Agreement or any portion hereof a contract of insurance.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

EPIC EXPRESS

Per: _____

Owner/Operator

Witness - Human Resources

SCHEDULE "A"

OWNER/OPERATOR'S EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

1. General Information Pertaining to Owner/Operator:

- (a) Name:
- (b) Mailing Address:
- (c) Doing Business As:
- (d) Home Phone Number:
Cell Number:
- (e) Social Insurance Number:

2. Actual Vehicle Specification:

- (a) Unit Make, Model and Year:
- (b) Color:
- (c) Serial Number of Vehicle:
- (d) Engine (make and horsepower):
- (e) Engine brake equipped:
- (f) Transmission make and model:
- (g) Rear End Ratio:
- (h) Tire Size:
- (i) Fuel Capacity:
- (j) Wheel Base:
- (k) Day Cab or Sleeper Cab and Size:
- (l) Gross weight of tractor (tare weight):
- (m) Purchase Price and Date:
- (n) Appraised value as at the effective date:
- (o) Straight Truck: Cargo Box/Container Size:
- (p) Financing Source:

Note: The Agreement requires that a true copy of the original bill of sale be provided to Epic and that the value of the Tractor and all other Operator's Equipment, if any, be appraised by written appraisal.

Owner/Operator _____ Date _____

SCHEDULE "B"

COMPENSATION, ~~1~~ AND PAYMENTS

I. Compensation

- (a) Hourly Basis [applicable rate per Appendix "C" of the Collective Agreement]

2. Licenses, Permits, Insurance

The Company is responsible for payment of only the following:

WSIB Premiums
Licenses for the vehicle
Permits for the vehicle
Insurance for the vehicle as specified in Schedule "C"

3. Deductions

- (a) The actual cost to the Company of payments made by the Company on behalf of the Owner/Operator, or in any way relating to conduct of the Services by or on behalf of the Owner/Operator, shall be refunded to the Company by the Owner/Operator and will be deducted from the Compensation.

- (b) **The following deductions shall be made from the compensation:**

The non-refundable portions of licenses and permits will be charged to the Owner/Operator in the event of early termination, equipment changes, or equipment ownership changes, or any other occurrence initiated or caused by the Owner/Operator giving rise to the Company holding non-refundable and non-usable licenses or permits.

- (c) **Losses, Damages or liabilities**

In accordance with clause 7 (b) of the Agreement, the Owner/Operator shall be responsible for and shall pay the Company the following amounts in respect of each accident or occurrence involving losses, damages or liabilities:

- | | | |
|-------|--|------------|
| (i) | Cargo Loss : actual incurred costs up to | \$5,000.00 |
| (ii) | Public Liability and Property Damage:
actual incurred costs up to | \$5,000.00 |
| (iii) | Collision Loss : actual incurred costs up to | \$5,000.00 |
| (iv) | Maximum amount for any combination
or more than one of the above occurring
in the same incident: actual incurred costs up to | \$5,000.00 |

(d) **Performance Bond**

The Performance Bond provided for in the Agreement shall be \$3,000.00 and shall be deducted from the Compensation at the rate of \$300.00 per pay period.

The deduction set forth in the above paragraph will commence with the first full week of work and shall apply for the entire pay period during which the Agreement is terminated for any reason. Should this Agreement terminate before the Performance Bond Amount is fully paid up, the Company is entitled to deduct the full Performance Bond Amount from earnings otherwise owing to the Owner/Operator.

Interest shall be calculated and credited to the Owner/Operator at a rate equal to the rate of interest that would have been paid by the Canadian Imperial Bank of Commerce had such monies been deposited in an ordinary savings account at the Branch for the relevant period of time.

(e) **Benefits Coverage Premiums**

As an option, the Company will provide a designated benefits package to Owner/Operators at their cost. If the Owner/Operator decides he wishes to participate in it, premium costs shall be deducted from his pay claim.

4. **Safety Incentive**

When the Owner/Operator has operated for a period of three (3) months, (ending March 31, June 30, September 30, December 31), exclusively for the Company without having caused or contributed to any **loss** of or damage whatsoever to the equipment or cargo or public or customary property or incurred any liability to a third party or parties for which the Company is or may be in anyway liable, the Company will reimburse the Owner/Operator forty cents (40¢) per hour for each hour worked, to be paid by the Company to the Owner/Operator on a lump sum basis. Should the period preceding the first review be less than a full period, a qualifying Owner/Operator will be paid according to the actual hours accumulated to that date. If the termination of this Agreement results in a partial program quarter, this period does not qualify for any payment under this provision.

5. **Fuel Subsidy**

Fuel purchased by the Owner/Operator in Epic's yard will be charged to the Owner/Operator at 47¢ per liter (pre GST).

6. **En Route Travel Reimbursement**

Epic Express will reimburse claims from the Owner/Operator for long distance driving as follows: en route travel to and from destinations which take the Owner/Operator beyond a 26-mile radius from the terminal may be claimed at 35¢ per mile in accordance with the established procedure and the **destination/distance** chart maintained by the Dispatch Office. Travel within the 26-mile radius as well as delivery and pick-up travel in the destination locale is ineligible for this reimbursement.

7. **Safety Certifications**

The reimbursement limit for PMCVI inspection and certification for those which qualify for reimbursement is \$100.

8. Parking Charges

The owner/Operator will be responsible for 50% of the charge assessed against the Company for parking and electricity usage, which is currently \$150 per month, plus an additional \$100 per month during the months of October through March, where plugs are required.

9. Pay Claim Processing

Owner/Operator pay claims will be handled and approved by both parties on a daily basis. Pay claims from the first (1st) to the fifteenth (15th) day of each month will be processed for payment on the last working day of the month. Pay claims from the sixteenth (16th) to the last day of each month will be processed for payment on the fifteenth (15th) of the following month.

Witness

Owner/Operator

Date

Company

SCHEDULE "C" - INSURANCE

A summary of the insurance arranged for by the Company for the benefit of the Company and the Owner/Operator is as follows:

1. Policies and Coverage

(a) Comprehensive General Liability

Coverage Limit: \$5,000,000.00 per accident or occurrence.

Summary of Occurrence: The policy includes general and motor vehicle liability coverage for bodily injury, property damage and damage to owned vehicles.

(b) Bobtail (travel without Trailer) and Deadhead (no return trip) Insurance

Coverage Limit: \$500,000.00 per accident or occurrence.

\$60,000.00 for uninsured motorists combined single limit.

Summary of Coverage: The policy covers bodily injury and property damage losses covering the bobtail and deadhead liability exposure of Owner/Operators under exclusive contract for the Company and for uninsured motorists.

(c) Cargo Insurance

Coverage Limit: \$1,000,000.00 per accident or occurrence.

Summary of Coverage: Coverage for any Cargo loss or damage resulting from or occurring during the transportation of freight from the origin to the destination.

(d) Equipment downtime

No coverage for loss of business/revenue.

(e) Passengers

No coverage (other than the Owner/Operator or his Alternative).

(f) Driving while impaired by alcohol or drugs

No coverage

2. Payment by Owner/Operator

In accordance with the terms and conditions of the Agreement, the Owner/Operator shall be responsible for payment to the Company of the first Five-thousand (\$5,000.00) dollars of any claim, loss, or damage to a maximum of Five-thousand (\$5,000.00) dollars per accident or occurrence.

3. **Summary Only**

The contents of this Schedule are intended for information purposes only and it is the obligation of the Owner/Operator to satisfy himself as to the adequacy of the insurance coverage in place, and to place his own insurance coverage if he is of the view that the insurance arranged for by the Company is not sufficient or adequate for his protection. Further particulars as to the insurance in place from time to time will be available upon request to the Owner/Operator from the Company.

A MEMBER'S REMINDER

Application for a **Withdrawal** Card should **be** made Immediately when a member **quits**, or is **discharged**.

THIS IS THE RESPONSIBILITY OF THE MEMBER HIMSELF.

Withdrawal Cards are valid only when **you** are not working at the Craft.

MEMBERS ARE REMINDED that application for a **Withdrawal** Card can **be** made **by** sending a request to our **Mississauga** Office, **275 Matheson Blvd. East, Mississauga, Ontario, L4Z 1X8**, or **arranging** the same procedure through our **Oshawa** office.

Note: The **\$0.50** Withdrawal **Fee** is no longer required.

Upon returning to work, send **or deliver your** **Withdrawal** Card **directly** to the Head Office of the Local Union.

MEMBERS ARE FURTHER ADVISED that when they do not take a **Withdrawal** for reasons of **their choice**, and they are in excess of three (3) months delinquent in dues, that a **Re-Initiation** Fee will restore good **standing** for the purpose of **clearing** arrears.

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