

COLLECTIVE AGREEMENT

BETWEEN:

Honeywell ASCa. Inc.

Hereinafter referred to as the "Company"
OF THE FIRST PART

- and -

International Brotherhood of Teamsters
Local Union No. 880,

Hereinafter referred to as the "Union"
OF THE SECOND PART

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ARTICLE 1 - PREAMBLE AND RECOGNITION

- 1.01 The Company recognizes the Union as the bargaining agent of all highway drivers of the Company at Amherstburg, Ontario. The effective date of this agreement shall be March 1, 2005 and the terms shall be from this date to March 1, 2010.
- 1.02 Section Headings
The Section 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 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, retire, classify, transfer and suspend drivers, and also the right of the Company to discipline or discharge any driver for just cause, provided that a claim by a driver who has acquired seniority that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 2.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, and warehouses and products to be manufactured, the schedules of production, the methods, processes and means of manufacturing and shipping used, the right to decide on the number of drivers needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees, at its plant at Amherstburg Ontario, are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time, and enforce rules and regulations be observed by the drivers. The Union shall be provided with a copy of the current rules and regulations and any amendments thereto.
- 2.03 Without limiting the generality of the foregoing provisions, it is understood and agreed that breach of any of the Company rules, or of any of the provisions of this agreement, may be deemed to be sufficient cause for discipline of a driver; provided that nothing herein shall prevent a driver going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 3 - UNION SECURITY

- 3.01 The Company agrees that all drivers covered by this Agreement, except new drivers during their probationary period shall, as a condition of employment become and remain members of the Union in good standing.
- 3.02 New drivers shall become and remain members of the union in good standing as a

- condition of employment as soon as their probationary period has been served.
- 3.03 The Company further agrees to deduct the Union initiation fee in four equal pay installments immediately following the completion of a driver's probationary period, and remit such deductions to the Union at the same time as the union dues are remitted.
- 3.04 The Company agrees for the duration of this Agreement to deduct from the last pay cheque of each month, the monthly dues of each eligible driver covered by this Agreement, and to remit such monies so deducted to the Head Office of the Union, along with a list of the drivers from whom the money was deducted, not later than the tenth (10th) day of the month following such deductions.
- 3.05 The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deduction Authorization Forms all of which will be signed by all new drivers on the date of hire. All completed Application for Membership Forms shall be forwarded to the Union at the same time as the union dues are remitted.
- 3.06 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission the Plant Manager or his designee.
- 3.07 The business representative will be allowed access to the premises and will inform the Company Plant Manager or his authorized representative of his presence.
- 3.08 The Company will show the yearly union monthly union dues deductions on the driver's T-4 slip.

ARTICLE 4 – STEWARDS

- 4.01 The Company acknowledges the right of the Union to appoint a steward for the drivers, who will be a driver having at least six (6) months seniority.
- 4.02 Wherever possible, grievances shall be processed during the normal working hours of the steward. A steward shall receive the applicable hourly rate of pay as set out in Schedule “A” when grievances are processed with the Company on Company property or at any other place, which is mutually agreed upon by the Company and the Union.
- 4.03 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.

- 4.04 The Company agrees to contact the Union prior to the suspension or discharge of the steward.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 It is understood and agreed that a driver does not have a formal grievance until the driver has discussed the matter with the driver's supervisor and given the supervisor an opportunity of dealing with the complaint.

- 5.02 (Step 1)
A driver having a grievance shall submit it personally to his Supervisor within five (5) calendar days of the occurrence giving rise to such grievance or of his reasonably becoming aware of such occurrence. The supervisor shall give a verbal reply within five (5) calendar days of receiving the driver's verbal grievance.

- 5.03 (Step 2)
Failing settlement at Step 1, the driver and/or his steward shall submit a written grievance to the Manager or his designate within five (5) calendar days of the supervisor's reply at Step 1. The Manager or his designate shall render his written reply within five (5) calendar days of his receipt of the written grievance.

- 5.04 (Step 3)
If the decision of the Manager is not satisfactory to the driver concerned, he may lodge an appeal in writing with the Manager of Human Resources directly or through the steward or Business Representative within ten (10) calendar days of the delivery of the decision at Step 2.

Management's decision shall be rendered within ten (10) calendar days.

- 5.05 The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of a driver.

The discharged or suspended driver shall present the grievance in writing either directly or through the relevant steward or Business Representative and to Management's Representative within five (5) calendar days of the discharge or suspension and Management's Representative will review the discharge or suspension. Every effort shall be made to render Management's written decision forthwith.

If a driver's grievance is that they have been unjustly discharged or suspended, the consideration of the grievance may include not only the merits of the case but also what, if any, compensation shall be paid for the time lost, in the event his reinstatement is agreed upon.

- 5.06 The procedure in Articles 5.02 to 5.05 equally shall apply to a grievance lodged by a group of drivers.
- 5.07 An allegation involving the interpretation or violation of any provision of this agreement may be lodged in writing by the steward with the Human Resources Department. Upon failure of the Company and the Union to agree on a settlement of the issue, it may be appealed to an arbitrator within the time, in the manner, and to the extent set forth in the agreement. The Union will not use this procedure to circumvent any provision of this agreement.
- 5.08 If a settlement of any grievance is not reached in the grievance procedure as outlined in Article 5:00 of this agreement, it may be submitted to arbitration; however, if the grievance is not referred to arbitration within fifteen (15) days after the final written answer by the Company, the grievance shall be considered settled.
- 5.09 If a grievance is submitted to arbitration, the Manager of the Company and the designated representative of the Local Union will endeavour to select an arbitrator and, if they are unable to agree upon an arbitrator within ten (10) days after arbitration is requested, then the Minister of Labour for Ontario shall be asked to appoint an arbitrator.
- 5.10 The expense of the arbitrator will be shared equally by both parties.
- 5.11 In arriving at his decision the arbitrator shall not change or disregard any provisions of the agreement, establish or change any wage or rate of pay; the arbitrator, however, shall have the power to vary or set aside any penalty imposed by the Company relating to the grievance then before him. All decisions of the arbitrator arrived at in accordance with the provisions of this agreement shall be final and binding on the Company and the Union.
- 5.12 Time allowances throughout this grievance procedure may be extended by mutual agreement between the parties.

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

- 6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the life of this Agreement it will not sanction, counsel, procure or encourage any picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockouts.
- 6.02 The Company shall have the right to discipline drivers who take part in or instigate any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be subject to a grievance and dealt with under the

appropriate section of this Agreement.

ARTICLE 7 – WAGES

7.01 During the term of this Agreement, the Company and the Union agree that the wages will be as set forth in Schedule “A” hereto which is hereby made a part of this Agreement.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 Schedule “A” which is attached hereto is intended to define the wages and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

ARTICLE 9 – DECLARED HOLIDAYS

9.01 The Company recognizes the following declared holidays and agrees that drivers who qualify in accordance with the criteria outlined in 9.02, shall receive payment for such holidays:

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

* denotes public holidays in Ontario

9.02 Qualifying criteria for Holiday Pay:

Drivers qualify for holiday pay unless they fail without reasonable cause, as defined in the Employment Standards Act, to work their entire shift before or after the holiday; or fail without reasonable cause to work their entire shift on the holiday if required to do so. The Employer may require a medical certificate to prove reasonable cause.

9.03 Holiday Pay:

For public holidays in Ontario, drivers who qualify for public holiday pay in accordance with 9.02 shall receive public holiday pay equal to:

- All of the regular wages the employee earned and all of the vacation pay that was payable to the employee in the four work weeks ending just before the work week with the public holiday, divided by 20

For all other holidays (New Year's Eve, Civic Holiday, Christmas Eve), drivers who qualify for holiday pay in accordance with 9.02 shall receive holiday pay equal to:

- eight (8) hours at the hourly rate as outlined in schedule "A"

In addition, the driver shall not suffer a reduction in the weekly guarantee on the public and other holidays.

9.04 Premium pay for work on a holiday

Drivers who are required to work on a paid holiday shall be paid at the rate of time and one-half the hourly rate for each hour worked on the holiday. This premium pay is in addition to holiday pay.

ARTICLE 10 – VACATION WITH PAY

10.01 Vacation Entitlement & Pay

- a) Drivers who have completed 12 months of employment are entitled to two weeks vacation with pay. Vacation pay will be at least four (4) % of gross earnings, as defined in the Employment Standards Act, in the 12-month qualifying period.
- b) Drivers who have completed five (5) years of employment or more shall receive three (3) weeks vacation with pay. Vacation pay will be six (6) % of gross earnings, as defined in the Employment Standards Act, in the previous calendar year.
- c) Drivers who have completed ten (10) years of employment or more shall receive four (4) weeks vacation with pay. Vacation pay will be eight (8) % of gross earnings, as defined in the Employment Standards Act, in the previous calendar year.
- d) A driver who leaves the employ of the Company prior to receiving all of the vacation pay he has earned, vacation pay owing to the driver shall be paid in accordance with the Employment Standards Act.
- e) Earned vacation will be credited on January 1 of the calendar year in which the service milestone is reached.

10.01 Vacation scheduling

In accordance with operating requirements, vacations will be granted during the current calendar year at times most desired by employees with preference given to the employee having the greatest seniority.

Employees shall file vacation date preference during the month of March. An employee who fails to file their vacation preference will be assigned their choice of vacation periods not previously selected by other employees.

The vacation schedule will be posted no later than the first Monday in April.

ARTICLE 11 – SENIORITY

- 11.01 A driver will be considered probationary for the first sixty (60) calendar days and will have no seniority rights during that period. After sixty (60) calendar days, his seniority shall date back to the day on which his employment began.
- 11.02 In the event of a layoff or a recall, the Company shall consider:
- (a) seniority of drivers
 - (b) the qualifications of drivers; where the qualifications are relatively equal, the driver's seniority shall be the determining factor.
- 11.03 In the event of a layoff, the Company shall cease to continue all benefits at the end of the second (2nd) month following the end of the month of layoff, except LTD benefits, which cease immediately upon effective date of layoff.
- 11.04 A driver's employment shall be terminated for any of the following reasons:
- (a) quits for any reason;
 - (b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) has been on layoff for a continuous period of two (2) year;
 - (d) has been on layoff for a continuous period of less than two (2) years and who, when notified by registered mail or by telegram addressed to the last address he has recorded with the Company, fails to notify the Company within five days that he is intending to return to work and unless he returns to work as soon as possible after receiving notice and in any event within seven days of the mailing or other communication of such notice, unless he shows that he is prevented from notifying the Company or from reporting for work by a legitimate sickness, or other cause which is reasonable in the opinion of the Company;
 - (e) fails to return to work immediately after the expiration of a leave of absence unless prevented from doing so by illness or other cause which is reasonable in the opinion of the Company;

- (f) if he takes a leave of absence and works elsewhere without the written permission of the Company;
 - (g) is absent for three (3) consecutive days or more for any reason without leave of absence in writing, except in case of provable sickness, accident or an unforeseeable event.
- 11.05 A driver shall accumulate seniority under any of the following conditions:
- (a) while he is at work for the Company after he has completed his probationary period as set out in 11.01;
 - (b) during any period when he is prevented from performing his work for the Company by reason of injury arising out of and in the course of his employment for the Company and for which he is receiving compensation under the provisions of the Workplace Safety and Insurance Board Act.
 - (c) during the first twelve months of any absence due to layoff;
 - (d) during the first twelve months of any absence due to illness or non-compensable accident.
- 11.06 A driver's return to work after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is recovered from the sickness which caused his absence and is able to perform his regular or available work. The Company may also require that the driver be examined by a physician chosen by the Company at the Company's expense.
- 11.07 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Company.
- 11.08 The seniority list shall be prepared and posted by the Company in January of each year, and a copy will be made available to the Union Business Agent together with a copy to the steward.
- 11.09 It shall be the duty of each driver to notify the Company promptly in writing of any change in his address. If a driver shall fail to do this, the Company will not be responsible for failure of a notice to reach such driver.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 Personal Leave of Absence

A driver shall submit a written request at least five (5) days in advance of a proposed leave of absence without pay. The request will be reviewed by management and a written response will be provided. A personal leave of

absence may be granted at the sole discretion of the Company and shall be without pay.

Drivers unavailable for work due to an approved personal leave of absence shall have the weekly guarantee reduced by one seventh (1/7) for each day requested off. If a driver takes a partial day leave of absence and is available to be placed in the rotation after 12 noon on the leave day, he will not suffer a reduction of the guarantee as set out in Schedule "A".

12.02 Bereavement

In the event of the death of a member of a driver's immediate family, the driver will be granted a leave of absence for a reasonable time and will be reimbursed for time lost from work up to a maximum of three (3) days for eight (8) hours per day at the applicable hourly rate as set out in Schedule "A". In addition, the Driver shall not suffer a reduction of the weekly guarantee for the time lost from work. This allowance is made only in circumstances where the driver is absent from work to make arrangements for the funeral

Immediate family means a spouse, child, step-child, parent, step-parent, grandchild, brother or sister, mother-in-law, father-in-law, or grandparents of the employee or spouse.

For sister-in-law, brother-in-law, aunts and uncles of the employee or spouse, the driver shall be granted a leave of absence for one (1) day and will be reimbursed for the time lost from work up to eight (8) hours at the applicable hourly rate as set out in Schedule "A". In addition, the driver shall not suffer a reduction in the weekly guarantee for the time lost from work.

The Company shall pay for the reasonable expense, and make the necessary travel arrangements associated with the emergency return of a driver to allow the driver to attend the funeral of an immediate family member.

12.03 Jury Duty

If a driver is called for and required to serve jury duty on his normal working day, the Company agrees to pay for the lost time up to a maximum of eight (8) hours per day at the applicable hourly rate as set out in Schedule "A", less the amount of jury duty pay received by the driver. In addition, the driver shall not suffer a reduction in the weekly guarantee for the time lost from work.

In order to be eligible for such payments, a driver must furnish a written statement from the appropriate public official showing the request to serve jury duty. In addition, the date and time worked and pay received must be outlined by the public official.

12.04 Emergency Leave, Pregnancy Leave, Parental Leave, Family Medical Leave

These leaves will be administered in accordance with Employment Standards legislation in Ontario.

- 12.05 All drivers shall be entitled to six (6) personal paid days during each year of the Collective agreement. All drivers shall follow the procedures as outlined in Article 12.01. A driver who has been approved for personal paid days shall not suffer a reduction of the weekly guarantee.

ARTICLE 13 – BULLETIN BOARD

- 13.01 The Company will provide a bulletin board for the convenience of the Union in posting notices. The content of such notices shall be restricted to:
- (a) notices of Union recreational and social affairs;
 - (b) notices of Union elections and results;
 - (c) notices of Union meetings;
 - (d) notices of official Union business.

ARTICLE 14 – SAFETY AND HEALTH

- 14.01 The Company shall continue to make reasonable provisions for the safety and health of its drivers during the hours of their employment. The Company shall provide protective devices and other equipment necessary to protect the drivers from injury and sickness.
- 14.02 Refusal of a driver to follow safety rules and regulations or to use available safety devices and equipment when instructed to, will subject him to disciplinary action up to and including discharge.
- 14.03 The Company shall provide Drivers with an annual safety shoe allowance in the amount of \$200.00 per year of the collective agreement. The allowance will be paid directly to the Drivers on the first pay period in April each year.

ARTICLE 15 - ACCIDENTS, EQUIPMENT AND REPORTS

- 15.01 The Company shall not require drivers to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where drivers refuse to operate such equipment unless such refusal is unjustified.
- 15.02 Any driver involved in any accident shall immediately report said accident and any physical injury sustained.
- 15.03 When required by the Company, the driver by completion of his shift, or as soon as possible shall make out an accident report in writing on forms furnished by the Company and shall turn in all available names and addresses of witnesses to the accident to his immediate supervisor or his designate. Failure to comply with this

- provision shall subject such driver to disciplinary action by the Company.
- 15.04 Drivers shall immediately, or at the end of their shift, report all defects of such equipment. Such reports shall be made on a suitable form furnished by the Company and shall be made in multiple copies, one copy to be retained by the driver.
- 15.05 The Company shall not ask or require any driver to take out equipment that has been reported by any other driver as being in an unsafe operating condition until same has been approved as being safe by a licensed mechanic.

ARTICLE 16 - EXAMINATION FEES

- 16.01 Physical or other examinations required by a government body or the Company shall be promptly complied with by all drivers. However, the Company shall not pay for any time spent in the case of new job applicants for jobs and shall be responsible to other drivers only for the time spent at the place of examination or examinations, where the time spent by the drivers exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the driver's home terminal.
- 16.02 The Company reserves the right to select its own medical examiner or physicians and the Union may, if it believes an injustice has been done a driver, have said driver re-examined at the Union's expense.
- 16.03 The Company agrees to pay the cost of medical examination/fees, as required by the Ministry of Transportation, up to a maximum of \$100.00 every two (2) years. In addition, the Company agrees to pay drivers for the Ministry of Transportation standard cost of maintaining an AZ license every five (5) years.

ARTICLE 17- LODGING

- 17.01 Comfortable, sanitary lodging shall be used by teams in all cases where a team is required to layover away from their home terminal. Comfortable, sanitary lodging shall mean a separate room for each driver. In the event of a forced layover, the Company agrees to provide each Driver with a maximum meal allowance in the amount of \$20.00.
- 17.02 Drivers shall be reimbursed for such lodging upon proof of a bona fide receipt to the Traffic Supervisor. Separate rooms will be provided to team drivers of opposite sexes who are not married to each other when they are required to layover. The Company will reimburse members of such teams for the separate accommodations. Drivers are to check in with the Company representative to receive pre-approval for both layover and lodging arrangements.

ARTICLE 18 – PASSENGERS

18.01 No driver shall allow anyone, other than the employees of the Company who are on duty, to ride in his truck except by written authorization of the Company, except in cases of emergency arising out of disabled commercial equipment or an Act of God. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention.

ARTICLE 19 - BONDING

19.01 If the Company deems it necessary to bond drivers, it will so notify the Union. If the driver is not bondable the driver will be given thirty (30) days from the date of such notice to make the driver's own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be the premium paid for other drivers. Any excess premium is to be paid by the driver. In the event a driver cannot be bonded, the Company will have the right to terminate the employment relationship.

ARTICLE 20 – MEAL PERIOD

20.01 Drivers shall, except by mutual agreement, take at least one (1) continuous hour for meals and breaks in each eight (8) hour period. A driver shall not, however, take any time off for meals before he has been on duty four (4) hours nor after he has been on duty six (6) hours. Meal period shall not be compulsory at terminals where the driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

ARTICLE 21 - HEALTH WELFARE AND PENSION BENEFITS

21.01 The Health, Welfare and Pension Benefits will be as set forth in Schedule “B” hereto which is hereby made a part of this Agreement.

ARTICLE 22 – DURATION

22.01 This Agreement shall remain in force from the date of March 1, 2005 to and including March 1, 2010 and shall continue in force from year to year thereafter unless in any year not more than ninety days, and not less than thirty days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

Collective Agreement entered into this 1st day of March, 2005.

By and Between:

Honeywell ASCa. Inc.

And

International Brotherhood of Teamsters
Local Union No. 880

Dated: _____

For the Company: _____

For the Union: _____

SCHEDULE "A" – WAGES

1. Weekly Guarantee

\$ 680.00 for each year for the duration of the contract

Weekly Guarantee

The basic weekly guarantee is provided to compensate for all unexpected delays such as, but not restricted to, weather conditions, roadside breakdowns up to three (3) hours, and normal delays at border crossings, barge loading/unloading, time spent at Amherstburg's terminal and customer locations up to one (1) hour each.

Drivers will be compensated for all excess hours up to a maximum of eight (8) hours at the applicable hourly rate as set out in Schedule "A" resulting from such delays as outlined above. In addition, said guarantee is based on the driver being available seven days per week.

If a driver is called for work and is unavailable or does not report, the weekly guarantee will be reduced by one seventh for each day.

2. Hourly Rate

<u>Year</u>	<u>Hourly Rate</u>
March 1, 2005	\$21.01
March 1, 2006	\$21.74
March 1, 2007	\$22.51
March 1, 2008	\$23.29
March 1, 2009	\$24.11

3. Mileage Rate

<u>Year</u>	<u>Mileage Rate</u>
March 1, 2005	\$0.3009
March 1, 2006	\$0.3107
March 1, 2007	\$0.3207
March 1, 2008	\$0.3312
March 1, 2009	\$0.3428

4. Minimum Mileage Payments

The minimum paid for any scheduled trip will be 600 miles at the applicable mileage rate as per Schedule "A". However, only actual miles traveled will be

counted toward the calculation of the weekly mileage bonus payout.

5. Mileage Bonus

When a driver reaches the 3500 mile level, the driver shall receive an additional payment equal to eight (8) hours pay at the applicable hourly rate as per Schedule "A". All miles paid are based on the delivery date. Only one additional payment (bonus) will be paid per pay week. No carry over of miles is allowed.

6. Diversions

When a driver reaches his original destination and is required to divert to another location, the Driver shall be compensated at eight (8) hours at the applicable hourly rate as per Schedule "A". All diversion miles will be paid at the applicable mileage rate as per Schedule "A".

Upon arrival at the diverted location, drivers will be compensated at the applicable hourly rate as per Schedule "A" for all hours worked after the first three (3) hours up to a daily maximum of eight (8) hours.

If as a result of the diversion, Drivers are required to layover to complete their assignment, they shall be compensated an additional eight (8) hours pay at the applicable hourly rate of pay at per Schedule "A".

Upon arriving back to the Amherstburg location, following a layover, Drivers will be dispatched or placed back in the rotation according to the time of arrival at the Amherstburg facility.

7. Call-In Pay

The Company shall pay Drivers called in to perform yardwork at the applicable hourly rate for a minimum of three (3) hours. A driver called in to perform yardwork will be paid at the applicable hourly rate, as per Schedule "A", for each hour worked in excess of three (3) hours.

SCHEDULE “B”

HEALTH, WELFARE AND PENSION BENEFITS

With the exception of out-of-province benefits, employees become eligible for Health, Welfare, and Pension benefits the first day of the month nearest to the date they achieve seniority.

Basic Life Insurance \$40,000.00

Employee Optional Life Insurance \$10,000.00 (Evidence of Insurability Required)

Employee Weekly Disability Benefit

Amount - 66 2/3% of weekly earnings

Waiting Period

Accident – nil

Illness - 5 days

Illness, if hospitalized or undergoing out-patient

Surgery - lesser of 5 days or period prior to hospitalization.

Benefit Duration

- twenty-six (26) weeks.

Long Term Disability Benefit

Amount - 60% of the first \$4,167 and 40% of the remaining basic monthly earnings rounded to the nearest dollar, up to a maximum benefit of the \$4,000. per month.

Waiting Period - 26 months

Benefit Duration – to age 65

Health Care Benefits

Drug Plan - pay generic prescription drugs with a co-pay \$3.00 per prescription.

Health Care Providers

Physiotherapy – per the Group Insurance Plan to a maximum of \$2,000 per calendar year.

Private Duty Nursing- per the Group Insurance Plan and to a maximum of \$10,000 per calendar year.

Hospital - semi private

Out-Of-Province Benefit Maximum

Emergency Care - hospital maximum stay of 14 days (does not apply if a licensed doctor (MD.) certifies that the covered person should not be moved back to his home province).

Hospital Room and Board Limit

- in Canada - semi private
- out of Canada – average semi private

On Referral

- hospital room and board limit will be average semi private

Vision Care - lenses and frames or contact lenses (including repairs to eyeglasses or frames) of \$225 in any twenty-four month period.

Employees and eligible dependents may be reimbursed for one eye examination every 24 months, not to exceed \$50 per visit.

Hearing Care – acquisition cost plus dispensing fees, excluding repairs and molds (in any 48 month period)

Dental Care Benefits
COVERED CHARGES

(See Benefit Description for Coverage Details)

Fee Guide

Payments under this plan will be based on the current Ontario Dental Association Fee Guide for General Dental Practitioners

Calendar Year Deductible* \$10 per person but not more than \$30 per family

Percentage Payable

Type A Expenses	100%
Type B Expenses	80%
Type C Expenses	50%
Type D Expenses	50%

* Does not apply to Type A & D Expenses

Benefit Maximum (per calendar year)

Teamsters Collective Agreement

Type A, B and C Expenses \$1,200 (combined maximum)

Benefit Maximum (per lifetime)

Type D Expenses only \$1,500

All Expenses including Type D Expenses \$9,500
(combined maximum)

NOTE

The Company agrees to pay the premiums for the benefits outlined above. The employee is responsible for 10% of the cost for all health and dental claims excluding prescription drugs, excluding emergency out-of-province claims. The benefits outlined above are a summary only. For full coverage and restrictions on coverage, the terms and provisions as set out in the Group Insurance Plan shall apply.

Pension

Effective the first day of the month following the completion of the Probationary Period, the Company agrees to contribute as follows:

March 1, 2005	\$265.00
March 1, 2006	\$275.00
March 1, 2007	\$285.00
March 1, 2008	\$295.00
March 1, 2009	\$305.00

per month for each driver to a self directed Registered Retirement Savings Plan.

LETTER OF INTENT

Substance Abuse

While abuse of alcohol and drugs among employees is the exception rather than the rule, the Parties share a concern over the growth of substance abuse in Canadian society.

The parties further realize that the drivers are required, in the normal course of their duties, to cross into the United States.

The parties, therefore, agree that, subject to the applicable legislation, the standard Drug and Alcohol Testing Programmes in effect in the Company will apply to the drivers covered by this Collective Agreement.

LETTER OF INTENT

Part-time Drivers

This confirms our agreement that Part-time Drivers will be compensated at a rate of 1/5th of the weekly guarantee plus the applicable mileage rate as per Schedule “A” of the collective agreement for each day worked while replacing a Full-time Driver who is absent due personal leave, sickness etc. During periods where Part-time Drivers are required to replace Full-time Drivers who are on a scheduled vacation (weekly blocks), compensation will be based on the standard weekly guarantee plus mileage.

There will be no seniority accumulation for Part-time Drivers however, Part-time Drivers will have first right of refusal for Full-time appointments. The decision as to the successful Part-time candidate will be decided based on the employee with the greatest number of working days at the time of the selection.