

# ***COLLECTIVE AGREEMENT***

*between*

***SELECT DAILY***

*(hereinafter referred to as the "Company")*

*and*

***TEAMSTERS LOCAL UNION 938***

*affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")*

*Expiry Date: August 31, 2014*

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## **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 Select Daily working in and out of the Province of Ontario, save and except supervisors, persons above the rank of supervisor, office and clerical staff, dispatchers, sales staff, maintenance personnel, dock workers and drivers for owner-operators and agency personnel.

### **Section 1.2 – Scope of Bargaining Unit**

The term “employee” shall mean all employees save and except supervisors, persons above the rank of supervisor, office and clerical staff, dispatchers, sales staff, maintenance personnel, “not to exclude the Dependant Contractors covered by this Agreement” and drivers for owner-operators and agency personnel.

### **Section 1.3 – Intent and Purpose**

The intent and purpose of the Collective Agreement is to establish the wages, hours of work and certain other working conditions of the employee under this Agreement and the means by which grievances arising out of the interpretation, application and administration of the Agreement can be disposed of promptly and equitably.

### **Section 1.4 – 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 - 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 deductions 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 the amount equal to the Local Union's initiation fees in installments of twenty-five dollars (\$25.00) per week 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) – Deductions 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 (10<sup>th</sup>) day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of the Local Union. In the case of an employee on Workers' Compensation, the checkoff shall indicate that such employee is on W.S.I.B.

### 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 reinitiation fees and the Company will immediately commence deductions in amounts 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 twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee such monies deducted in error along with confirmation of such refund to the Employer.

### Section 2.4 (c) – Checkoff Lists

The Union will supply the Company with a supply of printed checkoff forms which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Reinitiation Fees" The Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff 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 checkoff with sheet for whom a remittance is not made for any reason.

### Section 2.4 (d) Forms to be signed by New Employees

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deduction Authorization Forms, all of which shall be signed by all new employees on the day 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.

#### Section 2.4 (f) Submission of Checkoff

The checkoff and cheques for the Union dues deducted must be in the office of the Local Union not later than the tenth (10<sup>th</sup>) day of the month following the month in which the monies were deducted. If the checkoff and cheques have not arrived by the tenth (10<sup>th</sup>) day of the month, the Local Union Secretary-Treasurer will, by registered mail, so notify the delinquent Company who will ensure that the Company remits the cheque within seven (7) days of receipt of the notification.

#### Section 2.4 (g) – T-4 Slips

The Company shall show the yearly Union monthly dues deductions on employees' T-4 slips.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

#### Section 3.1 – Management Rights

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 work force, 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.

### **ARTICLE 4 - DISCRIMINATION**

#### Section 4.1 – Human Rights Legislation

No person shall be refused employment or in any manner be discriminated against in accordance with the Human Rights legislation.

#### Section 4.2 – Right of Access for Union Representatives

A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided he does not interfere with the normal operation of the Company.

### ARTICLE 5 - STEWARDS

#### Section 5.1 – Right of Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint one (1) steward for drivers, one (1) steward for dock operations and one (1) steward for Dependant Contractors and, if operations are such as cannot be covered by these stewards, additional stewards may be appointed.

#### Section 5.2 (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 5.2 (b) Pay for Processing Grievances after Working Hours

If the Company representative is unable to meet the steward during the steward's normal working 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 5.2 (c) - Limitation in Payment of Steward

The provisions as outlined in Section 5.2 (b) are not subject to daily call-in, guarantee as outlined in Section 18.8 or the overtime provisions as outlined in Section 18.6 or 18.2. In no case shall payment to the steward for the time used in processing a grievance be extended beyond Step 2 in the Grievance Procedure as outlined in Section 6.2 (b).

#### Section 5.2 (d) – Steward Duties

It shall be the Steward's duty to process grievances as outlined in Article 6 of this Agreement. The Steward's Union activity shall in no way conflict with his duties to his employer and he shall be held responsible for the same quality and relative quantity of work as other employees. Should the Company believe that the steward's activities are affecting the quality and quantity of either the steward's work or the work of other employees, the Company shall contact the Business Representative of the Local Union and register the grievance, commencing with Step 2 as outlined in Article 6 of this Agreement.

### Section 5.3 – Names and Changes of Stewards

The Union will inform the Company in writing of the name of the steward(s) and any subsequent changes of steward(s). The Company shall not be asked to recognize any steward until such notification from the Union has been received.

### Section 5.4 – 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 "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 (1) steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.

### Section 5.5 – Access to Trip Reports, etc.

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relative 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 any other terminals within three (3) working days.

### Section 5.6 – Suspension or Discharge of Steward

The Company will notify the Union by registered mail or facsimile 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 5.7 – Training Seminars For Stewards

The Company will pay for the lost time involved for shop steward training for each regular steward to a maximum of 2 days per year, limited to 3 stewards.

## **ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION**

### Section 6.1 (a) - What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violation 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.

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps at which steps 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, will, upon request, be accompanied by a Steward or Business Representative.

#### Section 6.1 (b) - Suspensions

Except in cases which are considered "Subject to Dismissal" in Appendix 'B', suspensions will not take effect until the suspension is sustained under the Grievance Procedure. The agreed to suspension must be served within thirty (30) calendar days of the infraction.

#### Section 6.2 (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 of the alleged violation of the Agreement or 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 above 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 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 the Union, he shall also be accompanied by a Business Representative of the Union.

#### Section 6.2 (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 seven (7) 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 seven (7) days from the date that the grievance was referred to him.

#### Section 6.2 (b) 1 - Federal grievance mediator

Prior to the arbitration of a grievance under 6.2(c) or 6.5, the company and the union may mutually agree to the appointment of a federal grievance mediator to help reach a mutually satisfactory settlement of the grievance.

#### Section 6.2 (c) - Step 3 - Ontario Provincial Grievance Panel

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of

the grievance may be submitted to an arbitration board as outlined below. Before submitting the grievance to arbitration, the dispute shall, if mutually agreed, in accordance with procedures outlined in Section 6.5 be brought to the attention of an Ontario Provincial Grievance Panel established by the Company and the Local Unions. The Ontario Provincial Grievance Panel will render a decision unless it is deadlocked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. This Ontario Provincial Grievance Panel shall be comprised of four (4) persons two (2) of whom shall be selected from Management and two (2) from the Local Unions; in the event four (4) persons are not available, the Ontario Provincial Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions.

It is further agreed that the Company and the Local Unions shall name only experienced representatives who are engaged in the day-to-day administration of this Agreement as nominees to the Ontario Provincial Grievance Panel as required. It is understood that in the selection of the representatives the Company will not name a representative from the Company involved nor will the Union name a representative from the Local involved.

It is further agreed that in the event that any Ontario Provincial Grievance Panel is unable to render a majority decision, the grieving party must within fourteen (14) calendar days of the date the Ontario Provincial Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to arbitration as outlined in Section 6.5.

#### Section 6.2 (d) - Dates for Ontario Provincial Grievance Panel

The Ontario Provincial Grievance Panel shall sit when necessary and shall consider all grievances placed before it by mutual agreement of the representatives.

#### Section 6.3 - 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 by Registered Mail or hand delivered within seven (7) days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate.

Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Section 6.2 (c).

#### Section 6.4 - 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 6.2 (b).

### Section 6.5 - Procedure for Arbitration

It shall be the responsibility of the party desiring arbitration to so inform the other party in writing in the case of:

- 1) an employee grievance within fourteen (14) calendar days after the General Manager or his designate has rendered a decision or failed to render a decision as provided for in Section 6.2(b);
- 2) a Company grievance within fourteen (14) calendar days after the meeting with the Union representative;
- 3) a Union grievance within fourteen (14) calendar days after the meeting with the Company's representative.

### Section 6.5 (a)

Unless otherwise agreed in accordance with Section 6.5 (b) a notice of intent to arbitrate under Section 6.5 shall contain the name of the aggrieved party's nominee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within the required seven (7) calendar days or should the nominees fail to select a Chairman within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Minister of Labour to make the appropriate appointment.

### Section 6.5 (b)

Within seven (7) calendar days of receipt of the notice of intent to arbitrate under Section 6.5, the grieving party may elect to proceed to arbitration by a one person Board of Arbitration.

Should the parties fail to appoint a one person Board of Arbitration within thirty (30) calendar days either party shall request the Minister of Labour to make the appropriate appointment.

### Section 6.6 - 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.

### Section 6.7 - Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter or change any provisions in the 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 Board, however, shall have the power to vary or set aside any penalty of discipline imposed relating to the grievance then before the Board.

#### Section 6.8 - Expenses of Board Members

Each of the parties hereto will bear the expense of their nominees to the Board of Arbitration and the parties will equally bear the fees and the expenses of the Chairman.

#### Section 6.9 - 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 6.10 - Payment of Settled Monetary Grievances

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 6.11 - 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 7 - STRIKES, LOCKOUTS AND PICKET LINES**

#### Section 7.1 - 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 employee.

#### Section 7.2 – Picket Lines

It shall not be a violation of this Agreement or cause for discharge or discipline if an employee refuses to cross a legal picket line for any reason, nor shall any claim for damages be made against an employee or the Union for relying on this clause.

#### Section 7.3

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

customers.

#### Section 7.4

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 interests of the Company, its employees or the Union.

#### Section 7.5

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 8 - SENIORITY**

#### Section 8.1 - 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 9. Separate departmental lists will be maintained for assignment of work purposes. It is further agreed that Dependent Contractor's seniority shall be separate and not interchangeable with any other department within the terminal.

#### Section 8.2 - Purpose of Seniority

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

#### Section 8.2(a)

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.
- 3) Dependent Contractors shall be laid off before Company Drivers but will have the option to bump a junior employee and will be covered by the terms of the Agreement.

#### Section 8.2 (b) - Test to Determine Qualifications

In all layoffs where the qualifications of an employee 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 8.2 (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 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 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 8.2 (d) - Temporary Nature of Layoff

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

Any employee who exercises his seniority as provided for in section 8.2 (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 8.2 (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 8.2 (f) - 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 8.3 - 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 names 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 8.4 - Probationary Period

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) calendar days, 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) calendar day, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his probationary period.

#### Section 8.5 - 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 one hundred and eighty (180) 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 is to be applied only once for any employee during the term of this Agreement.

#### Section 8.6 - Reason 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 has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed five (5) days from the date of delivery or attempted delivery;
- d) if he takes employment other than that declared and agreed upon when applying for a leave of absence ;
- e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days ;

- f) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.
- g) if an employee is laid off in excess of thirteen (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request.

#### Section 8.7 - Leave of Absence Provision

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

#### Section 8.8 - Provision for 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 8.9 - Political Office

Any employee who is elected to a full-time municipal, provincial or federal government office shall be granted a leave of absence in order to allow him to fulfill his elected duties.

### **ARTICLE 9 - COMPLETE OR PARTIAL CLOSURE OF TERMINAL (S) OR OPERATIONS AND ESTABLISHMENT OF NEW TERMINAL(S)**

#### Section 9.1 - 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 jurisdiction of the Signatories to 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 9.2 - 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 9.2 (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 terminal 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 6.2 (c).

#### Section 9.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of section 9.1 or 9.2 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 9.4 - Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Sections 9.1 or 9.2 for a period of two (2) months from the date of the move or

until the date of the next annual job bid whichever comes first.

#### Section 9.5 - Dovetailing of Seniority For Employees Moving

Employees moving under the conditions of Sections 9.1 or 9.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

#### Section 9.6 - 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 10 – MERGERS**

#### Section 10.1 - 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 active employees will be dovetailed including those employees who are off work due to sickness or injury. 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 dovetailed active seniority list, and such employees will remain on the active seniority list for the purpose of recall.

#### Section 10.2

In the event that any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees on layoff will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees preference will be given, subject to the recall provisions of Article 8, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article his original seniority will be dovetailed with the seniority of the active employees.

#### Section 10.3

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 Sections 10.1 and 10.2 will apply.

**ARTICLE 11 - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION:**

**Section 11.1 - 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.

**Section 11.2 – Leave of Absence Provision**

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is mutually agreed upon in writing.

**Section 11.3**

Seniority shall accrue during leave of absence acquired under the foregoing conditions.

**ARTICLE 12 - EQUIPMENT**

**Section 12.1 (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 12.1 (b) – Duty of Employees to Report Defects**

It shall be the duty of employees to report promptly in writing to the Company all defects in equipment.

**Section 12.1 (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 12.1 (d) – Responsibility of Company to Maintain Vehicles**

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

#### Section 12.1 (e) – Right of Company to Determine Condition of Equipment

The determination in respect to the condition of equipment shall rest with the Company.

#### Section 12.1 (f) – 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 12.2 – 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, unless the employee has been proven negligent.

#### Section 12.3 – Equipment on Power Units

It is agreed between the Union and the Company having regard for safety and 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. In extreme temperatures where heaters do not adequately heat the cab, the Company will make the necessary alteration to retain adequate heat. Defective windshield washers shall not be classified as a breakdown. Windshield wipers are to be kept in proper working order at all times and cabs are to be weatherproofed. All new equipment put into use as of January 2000 shall be equipped with west coast mirrors. Air conditioning is not a reason for "breakdown status" but the Company will repair in a reasonable time frame.

#### Section 12.4 – Speedometers

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

#### Section 12.5 – 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 office of the Company will have a copy of this report on file. A bad order form when made out by the driver will be signed by a representative of that Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the maintenance department along with the bad order report. No driver or Company representative will remove the tag until the repair work is completed. A completed copy of the work order shall be attached to the tag left on the vehicle in order to show the work has been completed.

Section 12.6 – 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 12.7 – Braking System

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

**ARTICLE 13 - MEDICAL EXAMINATIONS:**

Section 13.1 - Provisions for Medicals

The Company agrees to reimburse an employee up to One Hundred and Eight Dollars (US\$ 108.00) towards medical fees charged by a reputable medical clinic and/or doctor for required driving licence medical examinations for those employees required by the Company to maintain drivers' licences to perform their duties. Should an employee elect to have his driving licence medical examination performed at a fee in excess of this amount, such excess fee will be the responsibility of the employee. The amount referred to above will be increased by \$5.00 each year for years 2010 to 2014.

Section 13.2

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

Section 13.2 (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 the employee. No notice will be given for random drug and alcohol tests. Random drug and alcohol tests apply to I.C.C. qualified drivers only.

Section 13.2 (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 Company shall supply or pay for transportation to and from the medical facility of it's choice and shall pay for all time involved. 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. In all cases, the daily guarantee will be the maximum amount paid.

### Section 13.2 (c) - Report of Medicals

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

### Section 13.2 (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 13.2 (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 13.2 (f) - Medical Requirements for Drivers

Medical requirements applied by the Company shall not exceed 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 13.2 (g)

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 14 - UNIFORMS**

### Section 14.1 - 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 and maintained by the Company, free of charge, at the standard required by the Company. No employee shall be required to wear a uniform that does not bear the union label. Before employees are requested to wear a uniform by the Company, the Union shall be consulted as to the type and standard. The foregoing does not include Dependent Contractors.

### Section 14.2 - 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.

### Section 14.3

On December 15<sup>th</sup> of each year active seniority employees with three (3) months service shall receive One Hundred Dollars (\$100.00) towards the purchase of safety boots. It is imperative that an employee wear safety shoes or boots while at work. This amount will be increased by \$5.00 per year for years 2010 to 2014.

## **ARTICLE 15 - EXTRA CONTRACT AGREEMENTS:**

### Section 15.1 - 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 16 - NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK:**

### Section 16.1 - 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 and a Board of Arbitration shall be established 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.

## **ARTICLE 17 - BULLETIN BOARDS:**

### Section 17.1 - Bulletin Boards

The Company agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

## **ARTICLE 18 - VACATIONS WITH PAY:**

### Section 18.1 - Vacation Pay for Employees with Less than One Year's Employment

All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Code as of July 1965.

Section 18.2 - Vacation for Employees with One (1) Year of Employment

Employee's who have completed one (1) year of employment shall receive two (2) weeks' vacation with pay.

Section 18.3 - Vacation for Employees with Five (5) Years of Employment

Employees who have completed five (5) years of employment by April 30th in any year shall receive three (3) weeks' vacation with pay; however, if an employee has not completed his five (5) years of employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.

Section 18.4 - Vacation for Employees with Ten (10) Years of Employment

Effective May 1<sup>st</sup>, 2010, employees who have completed ten (10) years of employment by April 30th in any year shall receive four (4) weeks' vacation with pay; however, if an employee has not completed his ten (10) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10th) anniversary date of employment.

Section 18.5 - Amount of Vacation Pay

Vacation pay for those enjoying two (2) weeks' vacation, three (3) weeks' vacation or four (4) weeks' vacation, with pay annually, shall be calculated at four percent (4%), six percent (6%) or eight percent (8%) respectively of their total earnings for the year previous to their vacation.

Section 18.6 - Vacation Pay for Employees Terminating Employment

Employee who have qualified for two (2), three (3) or four (4) weeks of paid vacation and who sever or have severed their employment after they have qualified for two (2), three (3) or four (4) weeks paid vacation, as the case may be, shall received on the date of the severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of two percent (2%), four percent (4%), six percent (6%) and eight percent (8%) respectively of their earnings since the termination of their last computed vacation pay.

Section 18.7 - Vacation Pay for Regular Employees on Short Time

Vacation pay will be computed at the rate of two percent (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours' pay per week of vacation provided he has worked fifty percent (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

### Section 18.8 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year.

Summer vacation period shall be May (effective October 1st 2006), June, July, August, September and October inclusive.

- a) Employees qualified for more than three (3) weeks' vacation will be restricted to three weeks' during the recognized summer vacation period.
- b) It shall be compulsory for all employees to take their vacations during the period from May 1st to April 30th.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called in to work.
- e) Employees may book their full vacation at booking time or keep some weeks pending. Any pending weeks will be scheduled or booked on first come first served basis.

### Section 18.9 - Separate Bank Deposit for Vacation Pay

All monies paid for vacation shall be paid by separate bank deposit.

### Section 18.10

Vacation year will be May 1<sup>st</sup> to April 30<sup>th</sup>.

## ARTICLE 19 - STATUTORY HOLIDAYS

### Section 19.1

The following Statutory Holidays will be granted to all employees with pay after they have completed their probationary period.

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

\*Employee's Birthday: This day to be taken on the birthday or on the following Friday or Monday. Employee must advise the Company 7 days in advance.

### Section 19.2

All hourly rated employees shall be paid eight (8) hours pay at the regular base hourly rate for the above mentioned Holidays providing the employee works the normal working day before or after the holiday.

- a) they have been in the employ of the Company thirty (30) working 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 three (3) months prior to the General Holiday.

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

### Section 19.3

The basis of payment for each of the above Holidays shall be one (1) day's pay.

## ARTICLE 20 - ALLOCATION AND HOURS OF WORK

### Section 20.1

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

### Section 20.2 – Normal Working Day

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours and the normal work week for drivers shall be nine (9) hours daily and forty-five (45) hours weekly. This shall be construed however, as a guarantee of the number of hours of work per day or the number of hours of work per week.

### Section 20.3 – Lunch Hour

Employees shall not take more than one-half (1/2) continuous hour for meals, and the meal period shall be between the fourth (4<sup>th</sup>) hours and the sixth (6<sup>th</sup>) hours.

### Section 20.4 – Coffee Breaks

All hourly rated 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 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. 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 20.5 – 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.

### Section 20.6 – Overtime

All hours worked outside the regular hours shall be considered overtime and will be paid at one and one-half (1-1/2) times the regular rate of pay, providing the employee works his regularly scheduled eight (8) hour shift. Sundays worked when not a regular shift will be paid for at the rate of one and one-half (1-1/2) times the regular hourly rate.

### Section 20.7 – Allocation of Shift Overtime Work

Where the Company has shift overtime work in excess of eight (8) hours to be performed, such work shall be allocated to qualified personnel in the following manner:

- 1) to the senior available employee on duty who is willing to perform such work;
- 2) 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 shifts who are willing to perform the work;
- 3) when no one is available under (1) or (2) 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. If necessary, the company has the right to require an employee to work a maximum of six (6) hours overtime a week.

### Section 20.8 – Call-In Guarantee

Employees covered by this Agreement called in for work shall be guaranteed not less than eight (8) hours pay for Dock and Drivers.

### Section 20.9 – 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 (1-1/2) the employee's regular rate of pay. There shall be a minimum call-back guarantee of four (4) hours pay at time and one-half (1-1/2) the regular rate.

A call-back will be defined as any call to work that is not in concert with Section 20.5.

### Section 20.10 – Overtime in a Week in Which a General Holiday Occurs

When a General Holiday occurs 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 Holidays as outlined in Section 19.3. All overtime paid for employees called in on a General Holiday shall be paid at one and one-half (1-1/2) the regular rate, but shall not be computed as time worked for the

purpose of calculating overtime after the reduced weekly limitation.

#### Section 20.11 – 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 20.12

If an employee is not required to work the following day, the Company must notify the employee by the end of his shift or the employee shall be compensated his day's pay.

#### Section 20.13

All supervisors and foremen shall be excluded from the bargaining unit and will not perform work which falls within the scope of this Agreement except:

- a) for the purpose of instruction and training
- b) for the purpose of testing or experimentation.

When supervisors and foremen are appointed, a notice to that effect will be posted and maintained on a bulletin board.

### ARTICLE 21 - PART-TIME HELP

#### Section 21.1

Part-time help shall be defined as dock persons who are employed by the Company to supplement the normal work force.

The Company agrees that where it is necessary to use part-time help, the following conditions shall apply.

- a) The Company will not use part-time employees while seniority employees are on layoff unless such seniority employees do not accept the offer of part-time work.
- b) Part-time help shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.
- c) Each part-time employee shall be required to punch a time card.

- d) The Company shall supply the Local Union with a list of all part-time employees on a monthly basis.
- e) Part-time employees will not be covered under the provisions of this Collective Agreement, except for the grievance procedure.
- f) The Company shall deduct from all part-time help an amount equal to the Union dues and such monies shall be forwarded to the Local Union as outlined in Article 2 together with a list which shall show the names of persons for which the dues were remitted and the number of hours worked by such persons on an individual basis.
- g) Part-time employees and temporary help are not to operate tow motors unless they have taken a Company approved course.

## **ARTICLE 22 - HIRED CITY EQUIPMENT**

### **Section 22.1 – 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 hiring of full-time employees.

### **Section 22.2 – 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 shall be submitted to Arbitration as outlined in Article 6.

### **Section 22.3 – Company Hiring Outside Equipment**

No employees on the seniority list will suffer short hours, layoff, or reduced work week through the Company hiring leased, hired equipment or casual drivers, nor will employees on the regular seniority list be laid off due to the Company hiring outside equipment.

## **ARTICLE 23 - ANNUAL JOB BIDS**

### **Section 23.1**

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

### **Section 23.2**

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 the month. The bid will show the number of departmental openings, shift starting times, special operations and 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 for at least seven (7) days prior to the annual change and the Local Union's 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 23.3

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

### Section 23.4

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

### Section 23.5

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

## **ARTICLE 24 - PAY PERIOD**

### Section 24.1 – Pay Period Interval

The interval between pay days shall be no longer than one (1) week and the Company will use the Direct Deposit Payroll System.

### Section 24.2 – Issuance of Pay Cheques Prior to Saturdays or General Holidays.

The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday.

## **ARTICLE 25 – HEALTH & WELFARE**

The Company will provide an Employee Benefit Plan consisting of Basic Life, Accidental Death & Dismemberment Insurance, dental, extended health care/drug & Vision Plan and a Long Term Disability Plan in accordance with the current Group Insurance Plan for employees who have completed their probationary period.

## ARTICLE 26 - GENERAL

### Section 26.1 – Time Clocks

Any Company which employs in its service five (5) or more people, shall have a time clock which shall be accessible to employees. An employee will have access to his current time card on request.

### Section 26.2 – Time Off To Vote

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

### Section 26.3 – 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, the Company agrees to pay eight (8) hours per day at the regular hourly rate of pay, less pay received for jury duty or crown witness attendance. The employee shall be required to furnish proof of jury service or crown witness attendance. This provision shall not apply to employees on vacation, leave of absence, short or long term disability.

### Section 26.4 – Accident or Injury Pay

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid one (1) day's pay for the day of his injury providing he is not receiving compensation pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitate 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.

If an employee is working overtime at the time of injury he shall be paid for all time spent while receiving medical attention that day or shift, filling out the necessary forms etc. and thence to the employee's residence.

### Section 26.5 – 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 26.6 – Lunch Room and Washrooms

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

The Company agrees to provide and maintain a clean, sanitary and heated change room for the employees provided the Company moves to a new facility.

#### Section 26.7 – Lockers

The Company will supply 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. It is further agreed that the Company will supply lockers for all employees at new terminals.

#### Section 26.8 – Company Meetings

The Company shall pay the regular hourly rates to all employees compelled to attend Company meetings. Such time shall not be accounted for overtime and (call-in and call-back guarantee) shall not apply.

#### Section 26.9 – Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of miles and the amount earned by miles, 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. If 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 26.10 – Pay For Training

Where the Company requires an employee to take further training, the employee will be paid for all time spent in training. Such time shall not be accounted for overtime and (call-in and call-back guarantee) shall not apply.

#### Section 26.11 – 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 twenty-four (24) hours

(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 within one (1) week.

#### Section 26.12 – 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 26.13 – Noise Pollution

The Company agrees that employees 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 26.14 – Receipts

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

#### Section 26.15 – 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 canceled due to circumstances which occurred before the date of the 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 26.16 (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, 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.

Section 26.16 (b)

Shunters, dockman, drivers and yardmen requested to work in the terminal yard or other shunt operations in inclement weather will be provided with protective rainwear.

Section 26.17 – Dock Plates

The Company will supply and maintain proper safe dock plates.

Section 26.18 – 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 26.19

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 26.20 – Driver Licences

If requested to supply a drivers abstract, the company will reimburse the cost of such abstract. The driver will be given 72 hours notice to comply with this request.

Section 26.21 – Safety Committee

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

**ARTICLE 27 – 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 28 - DURATION OF AGREEMENT**

**Section 28.1**

Unless changed by mutual agreement, this Agreement shall continue in full force and effect from August 8<sup>th</sup>, 2009 until August 31<sup>st</sup>, 2014 and shall continue automatically thereafter for one (1) year periods unless one party notifies the other in writing within a period of three (3) months prior to the expiration date that it desires to amend the Agreement.

If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

**Section 28.2**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

DATED at Mississauga this \_\_\_\_ day of \_\_\_\_\_, 2009

**FOR THE COMPANY**

**FOR THE UNION**

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## DEPENDENT CONTRACTORS

### OWNER OPERATOR AGREEMENT

**BETWEEN :**

**SELECT / DAILY TRANSPORT**, operated by **TRANSPORT TFI 5 LP**, a Limited Partnership duly constituted under the laws of the province of Québec, acting by its General Partner TransForce Administration Inc., having its head office at 8585, Trans-Canada Highway, in the city of Montreal, province of Quebec, H4S 1Z6, herein represented by \_\_\_\_\_, duly authorized as he declares.

N.I.R.: R-564638-6  
C.V.O.R. 143-028-313  
U.S.D.O.T.: 150250

(Designated and hereinafter referred to as the « **Partnership** »)

**AND:**

**Broker Cie**, a company legally incorporated, having its head office at 580 Meadowvale Road, in the city of Scarborough, province of Ontario, M1C 1S8, herein represented by \_\_\_\_\_, duly authorized as he declares.

N.I.R.: R-  
C.V.O.R.:  
U.S.D.O.T.:

(Designated and hereinafter referred to as the « **Owner** » or « **Owner-Operator** »)

**WHEREAS** the Partnership is the holder of certain operating licenses and is engaged in the transportation of goods for compensation pursuant to the terms thereof and, from time to time, has occasion to require the use of motor vehicles owned and operated by others;

**WHEREAS** the Owner owns certain equipment and the Partnership desires to utilize the said equipment in its exclusive operation pursuant to its operating licenses;

**WHEREAS** the Partnership consents to the possession, control and exclusive use of the leased vehicles for the term of the Agreement and commits to be liable for the supervision of the drivers of the leased vehicles or hauling vehicles and commits to be liable for the operation of the vehicles with respect to the applicable legislation;

**AND WHEREAS** the parties desire to enter into an agreement;

**NOW THEREFORE**, the parties do mutually agree as follows:

**1. PREAMBLE**

The preamble is an integral part of the present agreement.

**2. MOTOR VEHICLE EQUIPMENT**

- a) The Owner hereby agrees to supply to the exclusive use in its operations pursuant to its operating licenses, the vehicular equipment described in Schedule A (the "equipment" or "vehicular equipment").
- b) The Owner agrees that any future vehicular equipment, which is supplied for use hereunder as a replacement for the said vehicular equipment, shall be in accordance with the specifications of the Partnership and shall be presented for approval to the Partnership prior to its use hereunder.
- c) The Owner is required to provide the Partnership with a copy and proof of payment at each renewal. All costs and expenses associated with the said transfer and re-transfer shall be borne by the Owner.
- d) If the Owner fails to submit the necessary proof before the required date, the Partnership will be obliged to forbid any assignment to the Owner.
- e) The Owner is required to affix and keep affixed thereon such symbols, insignia and other identification as specified by the Partnership, and when said equipment is withdrawn from the service of the Partnership or upon the termination of this Agreement, to immediately remove therefrom the said paint, symbols, insignia and other identification, all at the expense of the Owner.
- f) Minimum length 24 Feet/ Tailgate 2000 pounds

**3. OPERATION OF EQUIPMENT**

- a) The Owner agrees to operate the said equipment exclusively under the name of the Partnership and under its direction and distribution. The said equipment shall not be used otherwise for all the term of this agreement.
- b) The Owner covenants and agrees to perform all such services as are incidental to the use and operation of the vehicular equipment, including the supervision of the attachment and detachment of trailers hauled by the said equipment, the inspection of trailers transported prior to attachment and

upon detachment, the completion of all bills of lading, delivery receipts and inspection reports as may be required by the Partnership. The Owner undertakes to fully comply with all applicable rules, regulations, instructions and tariffs as may be promulgated by the Partnership and of which the Owner has notice.

- c) The Owner covenants and agrees to personally drive and operate the aforesaid vehicular equipment, and/or to furnish at the Owner's expense a competent, qualified and licensed driver subject, in each case, to the approval of the Partnership and any insurer of the Partnership, the cargo or the vehicular equipment.
- d) In providing the Services, the Owner will not permit any person to be a passenger or occupant in or on the Equipment unless such person has been so authorized in advance in writing by the Partnership.
- e) The Owner undertakes to replace any driver assigned to driving one of the vehicular equipment at any time upon simple request from the Partnership and more particularly whenever the Partnership is of the opinion that the assignment of the driver to a vehicular equipment may result in a violation of applicable laws and regulations.
- f) The Owner covenants and agrees that the said vehicular equipment shall be operated in compliance with the provisions of the Highway Traffic Act, and all other applicable statutes and regulations, whether municipal, provincial or federal, Canadian or American governing the use and operation of the vehicular equipment. The Owner also covenants and agrees that the operation of the vehicular equipment shall be with the upmost regard for the safety of the public and the care of the trailers entrusted for transportation. The failure of the Owner to maintain such standards, the assessment thereof being within the sole discretion of the Partnership, shall be considered breach of this Agreement and sufficient cause of immediate termination thereof by the Partnership.
- g) In order to comply with the statutes and regulations in force, the Owner undertakes to require of the drivers assigned to the driving of the vehicular equipment that they abide at all times by the rules pertaining to, notably:
  - 1) road usage set out under the laws, regulations and ordinances of the jurisdictions where the vehicular equipment may be dispatched;
  - 2) working and driving hours and that they maintain the proper logs for this purpose and write therein all the required information;

- 3) the pre-departure safety check of the mechanical state of heavy vehicles and that they maintain any log required for this purpose and write therein all the required information.

The Owner and/or driver covenants and agrees that the said vehicular equipment shall be operated in compliance with the speed limits, the Partnership has zero (0) tolerance. It is understood that the Owner and/or driver must have complete control of the vehicle at all times, in any circumstances. The vehicle must be operated according to the condition of the road, traffic, temperature or any other circumstance.

- i) The possession and/or use of drugs or illegal substances of any kind is **strictly forbidden**. The Owner also covenants and agrees to reimburse the Partnership for all costs related to the required control drugs and substances tests by the applicable regulation.
- j) The possession and/or use of alcoholic beverages of any kind is **strictly forbidden** when operating vehicular equipment, on Partnership grounds or terminals and for a 12-hour period preceding a trip. The failure of the Owner and/or driver to comply with this rule and the rule indicated in paragraph i) here-above, the assessment thereof being within the sole discretion of the Partnership, shall be considered breach of this Agreement and sufficient cause of immediate termination thereof by the Partnership.
- k) It is expressly agreed upon and understood that the Owner has no authority to solicit and/or transport any cargo other than as an agent for the Partnership and, as such, is strictly limited to transporting such cargo as is tendered to him by the Partnership. Transportation of cargo other than as tendered to the Owner by the Partnership shall render insurance coverage for physical damage to the vehicular equipment described in Schedule "C", null and void and cancellation of Agreement.

#### **4. MAINTENANCE OF VEHICULAR EQUIPMENT**

- a) The Owner covenants and agrees to maintain and keep the said vehicular equipment in good mechanical and operating condition. The Owner will complete a monthly maintenance report.
- b) The Owner covenants and agrees to carry upon the said vehicular equipment all safety equipment and accessories required by law and such additional accessories and safety equipment's as may be required by the Partnership.
- c) The Owner covenants and agrees that the Partnership or a person designated by the Partnership shall have the right to inspect the vehicular equipment as the Partnership may require.

- d) The Owner covenants and agrees that the equipment shall be maintained by the Owner at such standard of mechanical fitness and cleanliness as may be set by the Partnership.

The Owner covenants and agrees to bear all costs and expenses incurred in performing its obligations pursuant to the terms of paragraph 4.

- e) The Owner must have an annual provincial inspection current. The owner agrees to perform a 6 month safety inspection of the equipment as per company policy in addition to the annual inspection required by the MTO standards. The Owner consents in providing to the Partnership proof of all inspections being performed.
- g) If at any time the Partnership determines that the Owner is not maintaining the Equipment as specified in this Agreement, the Owner will, at it's sole expense, take all the necessary steps to return the Equipment to a cleanly state, such operating conditions and state the repair that the Partnership may reasonably require. The Partnership may examine the Equipment at the Owner's expense in order to verify that all steps required by the Partnership have been satisfactorily completed.

## **5. VEHICLE OPERATING EXPENSES**

- a) The Owner agrees to assume and pay, and to save harmless and indemnify the Partnership in respect of, all direct and indirect costs and expenses incidental to the Ownership and operation of the said vehicular equipment hereunder, including without limiting the generality of the foregoing; wages, all taxes, rates, assessments imposed by Government with respect to the Ownership, maintenance and use of the said vehicular equipment hereunder; charges for base registration plate, oil, fuel, tires, repairs and fines.
- b) Fines will be evaluated as to whether they are the responsibility of the Partnership, the Owner or a shared responsibility, on an individual basis. Bridge tokens and ferry charges are the responsibility of the Partnership. The Partnership will provide decals at Partnership expenses for jurisdictions in which it wants the Owner to operate.
- c) The Owner declares and acknowledges having elected to obtain under his name the permit and sticker issued by the Department of Revenue, within the scope of the International Fuel Tax Agreement (IFTA) and to file the necessary declarations in all the jurisdictions where the same must be filed. If

an Owner purchases fuel in a depot or terminal, other than the ones owned by the Partnership, he must obtain two copies of the invoice: one for his personal tax deductions and the other which must be handed in to the Partnership along with his weekly report. The Owner will be refunded, if applicable.

- d) The Owner also covenants and agrees that any expenses incurred by the Partnership with respect to the aforementioned shall be deemed to be expenses incurred on behalf of the Owner and the Partnership shall be entitled to deduct the amount of the said expense from the Owner's compensation as herein provided.
- e) The Owner shall furnish the Partnership with bona fide fuel receipts acceptable to the jurisdiction, evidencing purchase of adequate fuel for all miles traveled in each jurisdiction, having such a requirement. In the event that the Owner fails to do so, the Partnership is authorized to deduct these penalties from monies due to the Owner equal to the fuel amount due thereon. The Partnership shall allow credit up to but not exceeding the total amount of all deficits for bona viable fuel receipts evidencing excess purchasing of fuel in any State or Province which allows a refund to the Partnership on such excess purchases. Deductions and credits shall be calculated using a miles-per-gallon not less than the average MPG of the fleet times the actual tax rate per gallon in each State or Province. The Partnership may pay taxes and fees in bulk and charge the Owner and others, the taxes and fees applicable to the Owner's equipment. The Owner shall reimburse the Partnership all taxes for the monies aforementioned. All Sales, Highway Use, Property, Excise or any other taxes due to the ownership or operation of equipment will be paid by the Owner.

The fuel taxes will be paid by the Partnership to all applicable States and Provinces in which the Owner operates. These monies and/or credits calculated by the Partnership on behalf of the Owner shall be deducted automatically from the Owner's payroll. These amounts deducted and/or credited to the Owner's payroll are not subject to neither service charges nor any interest.

- f) For the purpose of security the obligations of the Owner pursuant to the provisions of this agreement, and as security for the payment of any moneys due to the Partnership by the Owner, the Owner agrees that the Partnership may withhold from compensation payable by the Partnership to the Owner the amounts determined in Schedule B to create and maintain a holdback fund described in said Schedule B.

## **6. WORK RELATED INJURIES (WORKERS COMPENSATION)**

- a) The Owner must have a private insurance coverage if he does not have any employee or shall obtain and maintain Workers' Compensation coverage for all agents, employees and unregistered independent Contractors of the Owner and shall provide to the Partnership a clearance certificate prior to contract signing, if registered. After registration and at or before the time that a submitted clearance certificate expires, the Owner shall provide a new unexpired clearance certificate.
- b) The Owner shall be responsible for the payment of any and all contribution, taxes, assessments, premiums, penalties, charges and costs which may be required to be paid by the Owner under all applicable law relating to Workers' Compensation.
- c) The Owner-Operator authorizes the Workers' Compensation Board of registration to release confidential information regarding the Owner-Operator's account and agrees to execute any further documents that may be required from time to time.

## **7. COMMERCIAL VEHICLE OPERATOR REGISTRATION**

The Owner declares that he is registered with the Ontario Ministry of transportation and the Commission des transports du Québec and that he has obtained the identification numbers in the *Commercial Vehicle Operator Register (CVOR)* and the *Register of Owners and Operators of Heavy Vehicles (NIR)* and he undertakes to take all necessary measures in order to maintain at all times ratings of "satisfactory". In case of a change in his ratings, the Owner shall immediately notify the Partnership.

## **8. LIABILITIES AND INSURANCE**

- a) The Owner declares having elected to be covered by the insurance policy subscribed by the Partnership with his insurer. Schedule C attached provides the terms and conditions of this Insurance Program. The Owner undertakes to respect these terms and conditions. It is to be noted that this Schedule C can be modified at all times by the Partnership and supplied to the Owner.
- b) The Owner acknowledges that the insurance coverage described in said schedule C will automatically end in case of termination of the present agreement. The Owner agrees to mandate the Partnership to receive or send, in its name, the notice of cancellation to the Insurer.

## **9. INDEMNIFICATION OF PARTNERSHIP**

The Owner will indemnify and hold the Partnership and its directors, officers and

employees harmless from and against any claims, demands, actions, causes of action, fines, penalties, damage, loss, costs, liability and expense (including without limitation, legal fees and the costs or expenses incurred in connection with the enforcement of this indemnity), which may be made, brought or enforced against the Partnership, or it's directors, officers or employees, in respect of:

- a) The breach by the Owner of, or failure by the Owner to comply with, any applicable law;
- b) The breach by the Owner of this Agreement, including for greater certainty the failure by the Owner to comply with the standards and requirements established by the Partnership or with the terms and conditions of the insurance coverage;
- c) Debts or obligations of the Owner whether relating to the Equipment or otherwise;
- d) The termination of agents, employees or independent Contractors of the Owner, or;
- e) The loss or damage to goods, or third party bodily injury, property damage or personal injury, arising from the provision of the Services in circumstances in which the insurance coverage referred in Schedule "C" would not provide recovery (other than by virtue of the deductible amounts payable under the coverage).

## **10. OWNER'S RESPONSIBILITIES**

- a) The Owner warrants the ownership or lease of the commercial motor vehicle (including all accessories to the vehicle) described in Schedule "A" (the Equipment), free and clear of any lien or encumbrance. Attached to schedule "A" is a true copy of the bill of sale, equipment lease or similar document showing the Owner's interest in the Equipment and the value of the Equipment on the date of the document.
- b) The Owner warrants his ability to use the Equipment and to provide the Service as contemplated by this Agreement and that the said ability is not restricted in any way.
- c) The parties hereto agree that the Partnership shall be the Carrier (Operator) of the shipment hauled in or by the said equipment. The Owner shall not and does not represent the Partnership in any respect or particular, other than as may expressly be provided herein.

- d) The Owner specifically covenants and agrees not to undertake the transportation of freight for any particular market, without obtaining the prior express approval of the Partnership and undertakes to indicate it with a clear notation on the bill of lading.
- e) The Owner as principal owner of the vehicular equipment set out in Schedule "A" personally undertakes to guarantee to take full responsibility for any and all debts and liabilities incurred by himself and approved alternative driver who may operate the described vehicular equipment while in the performance of the duties and obligations of this Agreement.
- f) The Owner covenants and agrees not to undertake the transportation of freight of extraordinary value without the prior express approval of the Partnership and without making a full and clear notation of the said undertaking on the face of the bill of lading. The Owner covenants and agrees the same when the declared value of the load will exceed \$4.41 per kilogram (\$2 per pound).
- g) The Owner covenants and agrees to conduct a thorough inspection of all freight received for transportation prior to signing a bill of lading. He undertakes to contact the Partnership to obtain its authorization to pick up said load if he perceives a risk to carry this load due to its form, its structure, its value and/or that its packaging is insufficient or not providing a proper protection. If the Owner is authorized by the Partnership, he must clearly indicate on the bill all exception and all detectable and visible damage that can be noticed at the time of the pick up.
- h) The Owner covenants and agrees to obtain receipts for delivery of freight in such form as the Partnership may from time to time specify. If damage is noted at the time of delivery, the Owner undertakes to forthwith notify the Partnership and to make a full written report thereon as soon as reasonably possible, such report to be in such form as the Partnership may from time to time specify.
- i) The Owner covenants and agrees to prepare and file with the Partnership logs, mileage reports, fuel receipts, inspection reports, running maintenance records for service or repair to the said vehicular equipment and such other documents as may be required by the Partnership regarding the operation of the equipment and to notify the Partnership regarding the operation of accidents, enable full compliance with all lawful rules, regulations and orders respecting the same, and such operational rules as are made by the Partnership of which the Owner has notice.
- j) The Owner covenants and agrees to immediately notify the Partnership of any interception, inspection, violation, alleged violation or warning. The Owner shall submit such written reports to the Partnership regarding the foregoing, as the Partnership requires forthwith following the occurrence, or

so soon thereafter as is reasonably possible. The Owner will also surrender to the Partnership, without any delay, any summons, offence or other legal notice or report issued by Police Officers and/or any Officer or agent of Agencies or Ministries.

- k) The Owner acknowledges that the Partnership may from time to time provide to the Owner blankets, straps, dollies or other equipment for use by the Owner in connection with providing the Service. The Owner acknowledges that it will be responsible for any and all loss or damage to such equipment (with the exception of reasonable wear and tear), and that the records of the Partnership will constitute exclusive evidence as to all such equipment that has from time to time been provided to the Owner.

## **11. COLLECTIONS**

The Owner covenants and agrees, when required, to collect all charges owed by shippers or consignees and to remit the same to the Partnership forthwith in accordance with instructions from the Partnership or as provided for in the bill of lading. No part of such collections are or ever shall become the property of the Owner. The Owner covenants and agrees to prepare, when required, documents for the signature of the shipper, the shipper's agent or consignee, and to procure the proper signature(s) thereon and to transmit the said documents and the aforesaid collections to the Partnership or persons designated by the Partnership all in accordance with the instructions and directions of the Partnership.

## **12. COMPENSATION**

- a) The Owner agrees to accept the compensation specified in the "Owner's Compensation Schedule" attached as Schedule "B" hereto, as full and complete compensation for the employment of said equipment.
- b) The Partnership may, from time to time, make changes to the rates and conditions set out in Schedule B, after giving prior written notice to the Owner, at least five (5) days prior to the coming into force of the said changes.
- c) It is expressly understood and agreed that the Partnership makes no guarantee as to revenues the Owner will earn, or profit or other compensation the Owner may receive during the term of this Agreement, or any portion thereof, except as provided in the compensation schedule attached.

## **13. STATUS OF THE OWNER**

- a) It is understood and agreed that in providing services pursuant to this Agreement, the Owner is acting as an independent contractor and for no purpose whatsoever shall be considered an employee of the Partnership.
- b) The Owner declares that he is an independent contractor and that as such, he will assume all the obligations resulting therefrom under the provisions of any law, ordinance or regulation, notably the stated obligations in respect of income tax, taxes, assessments, health compensation, pension or annuities plans and employment insurance. The Owner declares that he is solely responsible for the management of his business including remittances to the federal and provincial tax authorities.
- c) The Owner declares and acknowledges that any approved driver to be assigned to the driving of the vehicular equipment will remain an employee of the Owner and that the execution of this agreement will not create any employment link between the Partnership and the drivers.
- d) The Owner declares and acknowledges that as an independent contractor he has to adopt rules and put in place procedures in order to insure that his operations are carried out in conformity with the laws, regulations or ordinances applicable and in accordance with road safety rules. The Owner also declares and acknowledges that he has taken cognizance prior to the execution hereof of the rules and procedures adopted by the Partnership, that these rules and procedures are, in all aspects, similar to his own rules and procedures and agrees to modify as needed his own rules and procedures in order to ensure that they are at all times and in all aspects similar to the rules and procedures adopted by the Partnership.

#### **14. TERM**

- a) Subject to the modalities recited herein, the present agreement shall come into force on the date of its execution and will remain valid for a period of three hundred and sixty four (364) days.
- b) The Partnership shall have the option of renewing the present agreement for additional periods of three hundred of sixty four (364) days each, without notice to the Owner.

#### **15. TERMINATION**

- a) Either party may, at any time and for any reason whatsoever, terminate the present agreement by sending prior written notice of at least ten (10) days to the other party.

- b) Any breach by the Owner of any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement. In addition, the Partnership may at any time, in its sole discretion and without prejudice to its right of exercising any other recourse, put and end to the present agreement upon simple verbal notice if the Owner is in default of abiding by one or other his obligations herein.
- c) Without regard to the provisions of paragraphs 15, the present agreement shall be resolved as of right, without notice of default or letter of demand, upon the occurrence of one or other of the following:
1. If Owner avails himself of the provisions of any act respecting insolvency;
  2. If Owner is declared bankrupt or proceeds to a general assignment of his assets for the benefit of creditors;
  3. If a receiver is appointed to manage all or part of Owner's assets;
  4. If a third party acting under the terms of a moveable hypothec takes possession of all or part of Owner's assets;
  5. If a seizure is effected against the assets of Owner by a third party and is not released within five (5) days;
  6. If Owner assigns, transfers or otherwise alienates, in whatever fashion, directly or indirectly, the rights and obligations contracted by him under the present agreement, without the written consent of the Partnership, or
  7. If Owner omits or neglects to make the equipment described in Schedule A available to the Partnership for three (3) consecutive days, without the prior consent of the Partnership's director of operations, being understood that the Owner shall be deemed to have omitted or neglected to make the equipment available if he fails to report any of them back to the Partnership's director of operations for three (3) consecutive days;
  8. If Owner loses its motor vehicle operator's license;
  9. The occurrence of a motor vehicle accident deemed by the Partnership to have been preventable;

- 10. Performance of the Service while the Owner is under the influence of alcohol, any controlled drug narcotic, or possession of alcohol, any controlled drug or narcotic or any substance, which impairs the Owner's ability to perform such services;
  - 11. Upon discovery of any unauthorized person in the cab of the vehicle;
  - 12. Upon discovery that the Owner is operating unsafe equipment.
- d) The Owner, upon termination will immediately remove from its equipment all decals, logos, licenses and devices and other Partnership and governmental identifying signs and emblems. The Owner covenants and agrees to bear all costs and expenses incurred in such removal from its equipment. All interstate, intrastate, inter-provincial, intra-provincial Partnership freight movement authority documents and properties are to be returned to the Partnership upon termination. On proof of fore mentioned the hold back will be released.
  - e) After termination, should the Owner and/or his employee and/or agent fail to remove from his equipment the Partnership's decals, logos, licenses and devices and any other Partnership and governmental identifiers and authorities, the Owner is deemed to be operating the equipment without the Partnership's permission/authority and without the Partnership's insurance coverage. After termination, the Owner assumes all responsibility for insurance coverage and any violations of law and regulations for the equipment. The Owner shall upon termination indemnify and save the Partnership, the Partnership's insurance companies, the Partnership's corporate and any agent of the Partnership harmless there from.

**16. TAXES**

The Owner declares that he is duly registered in the goods and services tax register and the Ontario sales tax register under the following numbers:

GST: \_\_\_\_\_  
PST: \_\_\_\_\_

**17. MISCELLANEOUS**

- a) It is mutually agreed between the parties hereto that this Agreement shall supersede and replace any other like agreements between said parties and that it is made in and shall be con-strued under the laws of the province where the equipment is based.

- b) It is further mutually understood and agreed that in the event of any rule or regulation subsequently adopted or enacted by any competent regulatory body in Canada which would make this Agreement void or prohibit its fulfilment or completion, or any part thereof, then this Agreement or such part shall ipso facto terminate and be no longer of any force or effect.
- c) The Owner covenants and agrees that all information received in respect of the operations of the Partnership, including customer lists and related material, obtained during the course of the performance of the terms of this Agreement, shall be kept in strict confidence by the Owner.
- d) It is expressly understood and agreed by the parties that this Agreement constitutes the entire Agreement between the parties and that the following Schedules annexed to this Agreement are to be incorporated in and form part of this Agreement in all respects:

- Schedule A – Equipment
- Schedule B – Owner’s Compensation
- Schedule C – Insurance Program
- Schedule D – Rules and procedures

- e) The present agreement shall be governed by the laws in force in the province of Québec.
- f) The Owner may not cede, transfer or otherwise alienate in any matter whatsoever, directly or indirectly, the rights and obligations contracted under the present agreement without the written consent of the Partnership.
- g) The Owner undertakes to keep a copy of the present agreement, in the vehicular equipment and to produce the same during any control operation effected by any person authorized by law.
- h) Each of the parties hereto expressly renounces invoking the nullity of one or other of the provisions of the present agreement, on the grounds that it is incomprehensible, illegible or abusive.

**DATED THIS: \_\_\_\_\_ TH DAY OF \_\_\_\_\_ 2009.**

**Select Daily Transport, operated by  
TRANSPORT TFI 5 L.P.,  
acting by its General Partner  
TransForce Administration Inc , by :**

\_\_\_\_\_  
(name)  
\_\_\_\_\_, by

\_\_\_\_\_  
(name),

**SCHEDULE "A"**  
**EQUIPMENT**

The commercial motor vehicle to be used by the Owner in providing the services pursuant to this Agreement has the following description:

Model	Year	Serial Number	License	Unit number	Gross weight
INTER	2008	123456ABCDE	007HOH	937999	

The Partnership acknowledges that the Equipment is subject to a charge/mortgage in the amount of \$ favour of

1. The above-described motor vehicle must clearly be identified on both sides of the cab, with the Owner's assigned unit number, which for this vehicle is \_\_\_\_\_.
2. The above-described motor vehicle taken into service must:
  - a) Must have fifth wheel ground clearance of forty eight (48) inches or less.
  - b) Contain all emergency equipment as prescribed by Federal, Provincial and United States Department of Transportation rules, regulations and laws.

3. WARRANTY OF TITLE

Partnership and Owner warrant that they possess the unrestricted rights to enter this Contract and render full performance hereunder.

4. INSPECTION OF EQUIPMENT

**Owner warrants that the tractor unit or straight truck is complete with all required equipment that is good, clean, safe and efficient operating condition and**

**complies with all applicable regulations and laws of all applicable State, U.S., Federal and Provincial authorities. Owner will provide Partnership with copies of equipment inspections as regulated by the Partnership. Owner is solely responsible for inspections of its equipment and any costs incurred by same for the inspection and necessary repairs.**

**The Owner is further responsible to provide copies to the Partnership of any invoices for repairs done to all equipment as a result of an inspection performed or a violation incurred.**

Note: The Agreement requires the bill of sale or lease for the Equipment to be attached to this Schedule "A".

## **SCHEDULE "B"**

### **OWNER'S COMPENSATION – Flat Rate per stop**

1. Compensation rates may be established or changed by mutual agreement between Owner and Partnership. The Partnership will determine
2. The Holdback Fund Account required on behalf of each truck is Three Thousand (\$3,000.00) dollars. Deductions will be made in the amount of One Hundred dollars (\$100.00) until such time that the holdback fund is fully funded. If the Owner Operator wishes to deduct a higher amount, this can be arranged between the Owner Operator and the Administration Manager.
3. This holdback fund may be retained upon termination of this Agreement, anything contained herein notwithstanding. Upon all necessary verifications and proper deductions by the Partnership, the balance of moneys remaining in the fund shall be paid to the Owner ninety (90) days after the termination of the contract. As well, all outstanding expenses will be deducted. If the holdback accumulated at the time of termination of the Contract is less than \$3000.00, the difference will be deducted from the Owner's next pay.
4. a) An Optional Safety and Maintenance Special Holdback fee shall be deducted at the owner's request at a rate of \$60 per week for Straight Truck Contractors and at a rate of \$80.00 per week for Tractor and straight truck Contractors. Monies paid will accumulate and can be drawn upon as needed by the contractor and as authorized by the company. Annual plate registration fees will be deducted from this fund, the balance of this fund is to be paid to the contractor upon termination of this contract.  
  
b )All new brokers that will be hired after September 19, 2008 will have the same rate grid -10%, and will have an updated rate after 6 months.

5. Compensation rates shall be established per the following rate. Fuel surcharge will be calculated as follow and will reviewed each Monday: FCA Rate ÷ base reference (\$1.29) as of June 23, 2008 X by the zone rate.

0	-	1449	\$15.50
1450	-	1549	\$17.75
1550	-	2099	\$21.00
2100	-	2199	\$30.00
3100	-	12500	\$45.00
12501	-	+	\$63.00

### **Straight Truck**

West Toronto Mississauga Brampton Downtown Toronto

2.00 Stop

All Others 2.25 Stop

East Toronto, Burlington, Cambridge, Barrie Concord, Ajax, Oshawa, Whitby etc

### **Tractor**

West Toronto Mississauga Brampton Downtown Toronto

2.50 Stop

All Others 3.00 Stop

Empty Trailer Drops: \$30.00 flat

Private Home Deliveries: \$15.00 flat

Inside Deliveries: \$15.00 flat

Tailgate P/up or Delivery: \$15.00 flat

Exhibition Deliveries: \$15.00 flat

Cubing: When applicable cubing will be assessed at 7 to 10 pounds per cubic foot, depending on the customers tariff.

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All of the above accessorial charges are contingent to Select Daily receiving gain from their customer. Accessorial charges may increase when customer will agree to pay those charges.

## SCHEDULE "C"

### INSURANCE PROGRAM

**BETWEEN :**

**SELECT / DAILY TRANSPORT**, operated by **TRANSPORT TFI 5 LP**, a Limited Partnership duly constituted under the laws of the province of Quebec, acting by its General Partner TransForce Administration Inc., having its head office at 8585, Trans-Canada Highway, in the city of Montreal, province of Quebec, H4S 1Z6, herein represented by \_\_\_\_\_, duly authorized as he declares.

N.I.R.: R-564638-6

C.V.O.R.: 143-028-313

U.S.D.O.T.: 150250

(Designated and hereinafter referred to as the « **Partnership** »)

**AND:**

**BROKER CIE**, a company legally incorporated, having its head office at 580 Meadowvale Road, in the city of Scarborough, province of Ontario, M1C 1S8, herein represented by \_\_\_\_\_, duly authorized as he declares.

N.I.R.: R-

C.V.O.R.:

U.S.D.O.T.:

(Designated and hereinafter referred to as the « **Owner** » or « **Owner-Operator** »)

The Partnership will obtain insurance coverage on behalf of the Owner for:

1. Damage to the Equipment resulting from collision or upset;
2. Loss of or damage to property of others to which the Services relate; and
3. Third party bodily injury or third party property damage arising from the provision of the Services;

Subject in each case to a combined deductible amount (the "Policy Deductible") and policy limit ("Policy Limit") per occurrence.

The Policy Deductible and the Policy Limit will be determined from time to time by agreement between the Partnership and its insurer. Upon request by the Owner, the Partnership will inform the Owner of the Policy deductible and the Policy Limit in effect at the time of the request.

Without exception, the Owner must report immediately an accident or occurrence (being herein-after called "accident") involving the vehicle(s) described in Schedule A or any other vehicle used or operated by him or in replacement of such vehicles (even if there is no damage to said vehicle(s) to his dispatcher or Manager. Also, a written report must be completed and submitted to the Manager for furtherance to the Department Head – Insurance Services in Montreal within twenty-four (24) hours. If the Owner is in default respecting that obligation, the Owner will have to pay to the Partnership an amount equivalent to the applicable deductible under the circumstances shall the Owner be held responsible or not.

The Owner agrees that the equipment described in Schedule A of this contract is covered by the insurance policy held by the Partnership.

Subject to the limitations set out in this Agreement, the Partnership and the Owner agree that, during the term of this Agreement:

- 1) The cost of repairing damage to (or, if the costs of repair would exceed the actual value thereof, replacing) replacing the equipment;
- 2) The costs of repairing damage to (or in the case of the loss thereof, replacing goods to which the Services relate; and
- 3) Any losses relating to third party bodily injury or third party property damage caused by or relating to the provision of the Services;

Will be borne as follows:

A) Deductibles Applied	First accident	Subsequent accident
Damages to tractor	\$3000,00	\$4000,00
Damages to trailers	\$1500,00	\$2000,00
Property damages (other)	\$1000,00	\$1500,00
Cargo damages	\$1000,00	\$1500,00
Third Party Damages	\$1000.00	\$1500.00

Claim involving theft	\$10,000.00	\$15,000.00
Maximum per accident	5000,00 \$	6000,00 \$

- 1) The deductible amounts will be the complete responsibility of the Owner and may be held in reserves from moneys owed to the Owner by the Partnership.
  - 2) An accident will be considered as “first accident” only if the deductible is applied.
  - 3) The deductible “subsequent accident” will apply to any responsible accident occurring within a period of 36 months from the first accident. The Partnership reserves the right to determine responsibilities in any and all accidents.
- B) The Owner declares and acknowledges that despite the deductibles mentioned in paragraph A, here-above he shall assume a deductible of \$15 000 in the following cases:
- 1) Should an inquiry show that an accident, damage or loss occurred when the Owner or driver of the Owner drove a road tractor while his capacity to do so was impaired by reason of consumption of drugs, alcohol or narcotics, or because of fatigue;
  - 2) If an inquiry shows that an accident, damage or loss occurred when the driver acted with gross negligence, notably by leaving a vehicular equipment or a trailer unattended in an unsafe place, by not following the Partnership’s instructions and/or simply not following and paying attention to the signs and rules of the highway code. (Note that these are merely examples and do not restrict its applicability in any way).
  - 3) If an inquiry shows that the Owner or driver of the Owner failed to use even the slightest amount of care in a way that shows recklessness or wilful disregard for the safety of others and/or their property;
  - 4) If an inquiry shows that the Owner or the driver of the Owner acted with intent to cause harm and/or loss;
  - 5) Should the Owner omit or neglect to immediately report to the Partnership and with a written report within twenty-four (24) hours, any accident or occurrence (being hereinafter called “accident”) or any road accident involving the Equipment described in Schedule A or any other vehicle used or operated by him or in replacement of such vehicles (even if there is no damage to said vehicle(s) or a vehicle belonging to the Partnership or any incident from which originated the loss of all or part of the cargo or damages to the Equipment or to a vehicle belonging to the Partnership, or any theft of Equipment or of a vehicle belonging to the Partnership.

- C. The protection mentioned herein will apply under the expressed condition that the Owner is employed exclusively by the Partnership and is working for the Partnership at the time of the loss.
- D. The Owner acknowledges that the insurance coverage described in the present schedule will automatically end in case of termination of the present agreement. The Owner agrees to mandate the Partnership to receive or send, in its name, the notice of cancellation to the Insurer.
- E. In a case where, after an inquiry or a trial the Owner is found to be “non-responsible”, any deductible already paid or withheld, will be reimbursed, except when the loss is not recoverable from the responsible party, or such losses incurred by theft, fire, or by vandalism, etc.
- F. Both signing parties of this contract renounce all recourse against each other with the exception of those permitting the application of article A and B of the present Schedule, following a claim for accident, loss or claims where the responsibility of one or the other would be involved, except in the cases resulting from a criminal act or gross negligence.
- G. The Owner agrees to name the Partnership his agent and representative for everything concerning any suit or any claim anywhere in Canada or in the United States of America and grants to the Partnership all and sufficient powers to negotiate in the Owner's name any agreement and any settlement to any suit or claim.
- H. Every Owner Operator will be covered by the Partnership's insurance for the power unit, the trailer hauled for the Partnership and for the cargo carried, under the insurance policy provisions. For this insurance coverage, the Partnership will deduct an amount of \$75 per week per straight truck and \$85.00 per week for city tractors. An insurance rebate in the amount of 15% of the contractor's total premium will be rewarded to the straight truck and city tractors, if the contractor completes the year free from any accidents, tickets or violations. Shall the premiums charged by the Insurer to the Partnership raise, the Owner consents that the Partnership revises these deductions.
- I. In signing this contract, the Owner accepts that he and all his drivers understand and respect all policies, procedures, conditions, or directions already outlined or to be by the Partnership, those of which are generally active and practised in the transportation industry.
- J. The Owner is liable to have his vehicle(s) inspected as per the regulation in place. All costs incurred for these inspections will be for the Owner.
- K. The Owner agrees to submit his vehicle to any random inspection by a Partnership garage.

- L. The Owner is liable for the maintenance and renewal of is driver's permit according to laws and regulations. The Partnership will check the validity of the Owner and/or employee's permit periodically.

The Owner must also notify "promptly" and "by writing" the Partnership of any modification, suspension or revocation of his driver's permit.

This written notice must state for how long the driver's permit is modified or suspended and in case of revocation, for how long the Owner will not be allowed to get his former driver's permit back.

- M. The Owner ascertains the maintenance and renewal of his dangerous goods permit, if required.
- N. The Owner and his employees agree to attend any training session organized by the Partnership.
- O. The Owner ascertains that the equipment will not be driven by any other driver unless authorized by the Partnership.
- P. The Owner will not carry any passengers unless authorized by a written confirmation from the Partnership.

DEFAULT BY THE OWNER TO RESPECT ANY OF THE CONDITIONS MENTIONED HEREIN WILL RELEASE THE PARTNERSHIP AND THE INSURANCE CORPORATION OF ALL RESPONSIBILITIES AS INSURER OF THE VEHICLE(S) MENTIONED IN THIS CONTRACT, SUCH DEFAULT BEING PRESUMED TO BE A BREACH OF WARRANTY AGGRAVATING THE RISK AND THUS SUSPENDING THE COVERAGE.

In recognition of which, the parties have signed, in Mississauga this \_\_\_\_\_th day of \_\_\_\_\_ 2009.

**Daily Transport, operated by  
TRANSPORT TFI 5 L.P.,  
acting by its General Partner  
TransForce Administration Inc. , by :**

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**(name)**

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**, by**

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**(name),**

## SCHEDULE D

### RULES AND REGULATIONS FOR OWNER OPERATORS

#### Rules and Regulations

#### 1. DRIVERS

- a) The use of relief drivers is permitted only if the Partnership has approved the driver.
- b) The driver must hand in to the Partnership all required paperwork including service time sheets.
- c) The driver is an employee of the Owner-operator.
- d) The relief driver must be supplied with the rules and be familiar with the Partnership's operations.

#### 2. VEHICLE REPAIRS

- a) Repairs needed to any of the Partnership's trailers or those of interline carriers while in transit are covered by the Partnership.

**Note:** Such repairs should be pre-authorized by the nearest Partnership garage during open hours, otherwise by Dispatch/Operations personnel.

- b) Any repairs needed to the power unit will be the responsibility of the Owner-operator.
- c) Partnership purchase orders can only be used at the Partnership's discretion.
- d) The Owner-operator is responsible for the obvious damage to trailer(s) i.e. Landing gear, doors, running tires flat, collision, failure to properly check reefers for oil and coolant, etc.

#### 3. GROUNDING OF UNITS

Tractors can and will be grounded for the following reasons:

- a) Failure to check in with dispatch;

- b) Failure to immediately report an accident at the time of occurrence;
- c) Refusal of loads and/ or shipments
- d) Unmaintained equipment (i.e. Bad tires);
- e) Failure to turn in proper bills for the load carried;
- f) Extended travelling times on the highway not approved by dispatch;
- g) Incomplete mileage reports;
- h) Failure to comply with Select / Daily's other rules and regulations.

#### **4. PICK UPS**

- a) Arrive on time;
- b) Ensure the load is secure in the trailer by blocking if needed, weight is distributed equally across the floor.

#### **Make sure the bill of lading is completed as follows:**

- a) Full address of shipper.
- b) Full address of consignee.
- c) Full description of product picked up and the quantity picked up.
- d) Check the declared value. If very high, immediately contact supervisor.
- e) Clear signature of shipper.
- f) Clear signature from yourself along with your unit number, trailer number, and the quantity picked up.

#### **IMPORTANT**

- a) Remember the bill of lading is a legal contract, once your signature is place on this document; ensure all information is on the bill.
- b) Note any damage on bill of lading and call dispatch for instructions.

- c) In seasonal weather conditions, the driver is responsible for ensuring heaters or reefers are to be functioning at all times.
- d) Where required, temperature-controlled loads must be similarly protected, and it is the responsibility of the Owner-operator to ensure that reefer units are working properly or to notify the appropriate terminal operations people immediately.
- e) Where dangerous goods are concerned, make sure all the required information appear on the bill of lading.

## **5. PROCEDURE IN THE EVENT OF AN ACCIDENT**

### **The owner operator must:**

- a) Stop immediately and offer assistance to injured persons.
- b) Show patience and friendliness to others involved, no matter who may be at fault.
- c) If the accident occurs at night or in a dangerous position, set out flares to warn traffic. If possible, post people with flashlights.
- d) Get the other person's name, address, phone number, and insurance Partnership and tell that person to contact our nearest office. (Use form supplied in Partnership accident packet).
- e) Get the name or license plate number of any witness or anyone you think saw the accident happen or saw the vehicles after impact and before they were moved. (Use cards supplied).
- f) Take whatever action is necessary to protect your load.
- g) Phone your nearest office and inform them of the accident.
- h) Phone the nearest police station if anyone is injured.
- i) Complete an accident report form in detail and pass on to your manager or supervisor.
- j) Discuss the accident with the Partnership only.

APPENDIX "A"

RATES OF PAY

Year 1	Maintain current rates. \$1,000 signing bonus for Drivers & Dock employees upon ratification.
September 1, 2010	1.5% increase to Driver & Dock rates of pay.
September 1, 2011	1.5% increase to Driver & Dock rates of pay.
September 1, 2012	Wage Re-Opener
September 1, 2013	Wage Re-Opener

APPENDIX B

RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after one (1) year.

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 may be accompanied by a steward.

All penalties and reprimands must be issued to the employee within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) 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.

1. Passengers

- 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.

2. Accidents

- 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.
- b) Suspension for the investigation of an accident shall not exceed five (5) days (Saturday s, 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.
- c) Failure to report all accidents as soon as possible in accordance with Company posted instructions will result in the employee being subject to dismissal.

3. Conduct and Behaviour

- a) Consuming intoxicants or illegal stimulants while on duty or on the Company's property:
  - 1<sup>st</sup> offence - subject to dismissal
- b) Reporting for duty while under the influence of an intoxicant or an illegal stimulant:
  - 1<sup>st</sup> offence - subject to discipline up to and including dismissal.
- c) Theft or willful damage:
  - 1<sup>st</sup> offence - subject to dismissal
- d) Failure to obey instructions of authorized personnel (names of persons in authority will be posted):
  - 1<sup>st</sup> offence - reprimand
  - 2<sup>nd</sup> offence - one (1) day off
  - 3<sup>rd</sup> offence - three (3) days off
  - 4<sup>th</sup> offence - subject to dismissal
- e) Deliberate disobedience of orders of authorized personnel:

1<sup>st</sup> offence - subject to dismissal

- f) An employee will not be discharged due to loss of his driver's licence. The Union and the Company will meet to discuss movement to alternate work but no other employee will be laid off due to such move and the employee moving shall be placed at the bottom of the departmental seniority list for work preference and layoff. If the employee regains his licence prior to job bid time, he will revert to his former position.

4. Reports

- a) Deliberate falsification of time cards or trip reports:

1<sup>st</sup> offence - subject to dismissal

LETTER OF UNDERSTANDING

*between*

***SELECT DAILY***  
*(hereinafter referred to as the "Company")*

*and*

***TEAMSTERS LOCAL UNION 938***  
*affiliated with the*  
***International Brotherhood of Teamsters***  
*(hereinafter referred to as the "Union")*

Dependent Contractors will have 12 months to ensure they comply with the rule of having a vehicle that was no older than 10 years.

DATED at Mississauga this \_\_\_\_ day of \_\_\_\_\_ 2009

FOR THE COMPANY

FOR THE UNION

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

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## **A MEMBER'S REMINDER ON WITHDRAWALS**

Before a Withdrawal can be issued, the International Constitution and Local Union By-Laws require that a member has paid all financial obligations to the Union.

WITHDRAWALS will, in future, be issued on request for the following reasons:

- 1.) if you are LAID OFF
- 2.) if you TERMINATE YOUR EMPLOYMENT
- 3.) if you are DISCHARGED
- 4.) if you are on SICKNESS OR INJURY
- 5.) if you are on WORKERS' COMPENSATION
- 6.) if you are on PARENTAL LEAVE
- 7.) if you are on AUTHORIZED LEAVE OF ABSENCE

It is the sole responsibility of the member to apply for a Withdrawal immediately he or she is to be off work for any of the above reasons. Before the Withdrawal can be issued the member must have paid all dues or other financial obligations including the dues for the month in which the Withdrawal is applied for. The application must be sent within 2 weeks by the member directly to the Union office either in person, by mail, or fax.

The application for a Withdrawal is self-explanatory, but *all* information needs to be completed.

Please follow this procedure so that you will always be in good standing in the Local Union. Withdrawal application forms are available from your Steward, the Union Office or downloaded online from our website at [www.teamsters938.org](http://www.teamsters938.org).

**PLEASE REMEMBER APPLYING FOR A WITHDRAWAL IS THE SOLE RESPONSIBILITY OF THE MEMBER.**